



AGENDA

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

**FEBRUARY 25, 2016
6:00 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

*Richard J. Moore, Mayor
William K. Rounds, Mayor Pro Tem
Jay Sarno, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember*

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

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

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

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

1. **CALL TO ORDER**

2. **ROLL CALL**

Jay Sarno, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember
William K. Rounds, Mayor Pro Tem
Richard J. Moore, 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 January 28, 2016 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 January 28, 2016 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.

HOUSING SUCCESSOR / SUCCESSOR AGENCY

NEW BUSINESS

- PAGE 19 5. Purchase and Sale Agreement for site of approximately 369,824 square feet, located on the north side of Telegraph Road, east of Bloomfield Avenue.

Recommendation: That the City Council:

- Approve the Purchase and Sale Agreement for site of approximately 369,824 square feet located on the north side of Telegraph Road, east of Bloomfield Avenue;
- Authorize the Chairman and staff to execute the Purchase and Sale Agreement and open escrow to convey the property

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

- PAGE 50 a. Minutes of the January 28, 2016 City Council Meeting

Recommendation: That the City Council approve the minutes of the January 28, 2016 meeting as submitted.

PUBLIC HEARINGS

- PAGE 57 8. Conduct a Public Hearing on Weed Abatement.

Recommendation: That the City Council:

- That the Mayor open the Public Hearing on Weed Abatement and hear from anyone wishing to speak on this matter;
- Direct the Agricultural Commissioner to abate the nuisance by having weeds, rubbish and refuse removed

NEW BUSINESS

- PAGE 61 9. Award Contract to Quality Fence Co., Inc. for Heritage Park – Perimeter Fence Repair.

Recommendation: That the City Council:

- Accept the bids for the Heritage Park Perimeter Fence Repairs
- Award a contract to Quality Fence Co., Inc. of Paramount for the Heritage Park Perimeter Fence Repair, in the amount of \$137,464.00, and authorize the Mayor to sign contract with Quality Fence Co., Inc. for said project

PAGE 65 10.

Resolution of the City of Santa Fe Springs Appointing a Member and Alternate to the GWMA Board.

Recommendation: That the City Council:

- Adopt Resolution No. 9503, Appointing Noe Negrete to serve as the primary Board Member; Frank Beach, Robert Garcia and Sarina Morales-Choate to serve as alternate Board Members representing the City of Santa Fe Springs with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

PAGE 67 11.

Award Contract to AJ Fistes Corporation for the Clarke Estate Exterior Painting.

Recommendation: That the City Council:

- Accept the bids for the Clark Estate Exterior Painting project, and;
- Award contract to AJ Fistes Corporation of Long Beach, in the amount of \$36,480.00, and authorize the Mayor to sign contract with AJ Fistes Corporation

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12.

Final Payment to Polychrome Construction, Inc., for the Activity Center and Civic Plaza Exterior Painting Project.

Recommendation: That the City Council:

- Approve final payment (less 5% Retention) to Polychrome Construction Inc., of Northridge, in the amount of \$42,275.00 for the Activity Center and Civic Plaza Exterior Painting Project

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13.

Award Contract for the Street Light Inventory to Southstar Engineering & Consulting, Inc.

Recommendation: That the City Council:

- Award Task Order No. 2 to the Professional Services Agreement with Southstar Engineering & Consulting, Inc., in the amount of \$25,900.00 for a City-wide street light inventory, and authorize the Director of Public Works to execute Task Order No. 2

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14.

Authorization to Advertise for Construction Bids for the Aquatic Center Pool Deck Resurfacing Project.

Recommendation: That the City Council:

- Add the Aquatic Center Pool Deck Resurfacing Project to the Capital Improvement Plan
- Appropriate \$100,000 from Bond Funds to the Aquatic Center Pool Deck Resurfacing Project
- Approve the Specifications and authorize the City Engineer to advertise for construction bids

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15.

Authorization to enter into a Contract with Califa for Enhanced Library Computer Network Connectivity.

Recommendation: That the City Council:

- Authorize the City Manager or his designee to enter into a contract with Califa to connect the Library and William C. Gordon Learning Center to the California Research & Education Network (CalREN).

- Include in the General Fund \$32,400 in the Fiscal Years 2016-17 and 2017-18 Budgets for connectivity costs.

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16. Resolution Authorizing the City Council to Accept the Conveyance of all Properties Designated as "Governmental Use" in the Approved Long Range Property Management Plan, from the Successor Agency to the Former Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs, to the City of Santa Fe Springs.

Recommendation: That the City Council:

- Adopt Resolution No. 9504, Authorizing the City Council to Accept the Conveyance of all Properties Designated as "Governmental Use" in the Approved Long Range Property Management Plan, from the Successor Agency to the Former Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs, to the City of Santa Fe Springs

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17. Acceptance of State Homeland Security Grant Program (SHSGP) Funds for the purchase of a Toyota Forklift for the Department of Fire-Rescue.

Recommendation: That the City Council:

- Accept State Homeland Security Grant Program (SHSGP) Funds in the amount of \$62,031.90 and authorize the purchase of a Toyota Forklift from Toyota Lift of Los Angeles for the Department of Fire-Rescue

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18. Acceptance of State Homeland Security Grant Program (SHSGP) Funds for the purchase of Two (2) John Deer Gators for the Department of Fire-Rescue.

Recommendation: That the City Council:

- Accept the State Homeland Security Grant Program (SHSGP) funds in the amount of \$24,778.82; and authorize the purchase of two (2) John Deer Gators from Stotz Equipment

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19. Acceptance of State Homeland Security Grant Program (SHSGP) Funds for the purchase of a 2016 Ford Police Interceptor Utility Vehicle Explorer Vehicle for the Department of Fire-Rescue.

Recommendation: That the City Council:

- Accept the State Homeland Security Grant Program (SHSGP) funds in the amount of \$31,029.17 and authorize the Director of Purchasing to purchase a Ford Police Interceptor Utility Vehicle from Downtown Ford Sales, utilizing the Sacramento Contract No. B13131311025; and authorize a purchase order in the amount of \$31,029.17 for this transaction

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20. Acceptance of State Homeland Security Grant Program (SHSGP) Funds for the purchase of Six (6) Thermal Imaging Cameras for the Department of Fire-Rescue.

Recommendation: That the City Council:

- Accept the State Homeland Security Grant Program (SHSGP) funds in the amount of \$55,000 and authorize the purchase of six (6) Scott X380N Thermal Imaging Cameras

Items 21 – 29 will occur in the 7:00 p.m. hour

21. INVOCATION

22. PLEDGE OF ALLEGIANCE

23. INTRODUCTIONS

- Representatives from the Chamber of Commerce

24. ANNOUNCEMENTS

25. PRESENTATIONS

- a. Recognize the 2016 Family Fun Night event partners.

26. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Committee Appointments


27. 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.

28. EXECUTIVE TEAM REPORTS

29. 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.



Sylvia M. Bermudez
City Clerk

February 19, 2016
Date



**MINUTES OF THE MEETINGS OF THE
PUBLIC FINANCING AUTHORITY,
WATER UTILITY AUTHORITY,
HOUSING SUCCESSOR, SUCCESSOR AGENCY
AND CITY COUNCIL**

JANUARY 28, 2016

1. **CALL TO ORDER**
2. **ROLL CALL**

Members Present: Councilmembers/Directors, Sarno, Trujillo, Mayor Pro Tem/ Vice Chair Rounds, Zamora and Mayor Moore.

Members Absent: None

Staff 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, Assistant City Manager/Director of Finance; Mike Crook, Fire Chief; Wayne Morrell, Director of Planning; Joseph Rodriguez, Public Works

PUBLIC FINANCING AUTHORITY

3. **CONSENT AGENDA**

Approval of Minutes

- a. Minutes of the December 22, 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.

Upon motion by Councilmember Trujillo, seconded by Councilmember Sarno, Item 3a and 3b, were approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nayes: None

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

Approval of Minutes

- a. Minutes of the December 22, 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.

Upon motion by Councilmember Sarno, seconded by Councilmember Trujillo, Item 4a, 4b, and 4c were approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nayes: None

HOUSING SUCCESSOR / SUCCESSOR AGENCY

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

CITY COUNCIL

5. CITY MANAGER REPORT

City Manager Thaddeus McCormack reported; Lolita's located at Heritage Park has changed their name to "Tepeyac at Heritage Park". Mr. McCormack informed Council, he will be attending the League of California Cities 2016 City Manager's Department Meeting in Indian Wells on February 3rd – 5th.

6. CONSENT AGENDA

Approval of Minutes

- a. Minutes of the December 22, 2015 City Council Meeting

Recommendation: That the City Council approve the minutes of the

December 22, 2015 meeting as submitted.

Upon motion by Councilmember Sarno, seconded by Councilmember Rounds, Item 6a, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

PUBLIC HEARINGS

7. Resolution No. 9501– Approval of the City’s Community Development Block Grant (CDBG) Program for Fiscal Year 2016-17.

Recommendation: That the City Council:

- That the Mayor open the Public Hearing and hear from anyone wishing to speak on this matter.
- That the City Council adopt Resolution No. 9501 approving the allocation of the City’s FY 2016-17 CDBG funding for the Teen Program and for a Fire Command Vehicle.
- That the City Council authorize staff to transmit the required documents to the Los Angeles Community Development Commission (LACDC), including documents for any unallocated funding for the above two (2) projects if it becomes available in the future.

Upon motion by Councilmember Zamora, seconded by Councilmember Sarno, Item 7, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

NEW BUSINESS

8. Introduction of City Budget Process and Council Budget priorities setting.

Recommendation: That the City Council:

- Complete the Council Budget Priority Survey and return to the City Clerk.
- Identify the budget policy areas outlines in the body of this report for incorporation into the Budget Development process.

Upon motion by Councilmember Rounds, seconded by Councilmember Zamora, Item 8, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

ORDINANCE FOR PASSAGE

9. Ordinance No. 1068 – An Ordinance of the City Council of the City of Santa Fe Springs clarifying and imposing an express ban on marijuana cultivation/propagation, product labeling, storing, processing, transporting.

delivery, sales/barters, dispensaries and cooperatives and testing laboratories in the City.

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1068, An Ordinance of the City Council of the City of Santa Fe Springs clarifying and imposing an express ban on marijuana cultivation/propagation, product labeling, storing, processing, transporting, delivery, sales/barters, dispensaries and cooperatives and testing laboratories in the City.

Steve Skolnik, City Attorney stated Ordinance No. 1068, clarifies and imposes a ban on Marijuana Cultivation/Propagation, product labeling, storing, processing, transporting, delivery sales/barters, dispensaries and cooperatives and testing laboratories in the City and that this does not prevent qualified patients to the right to use.

Hazel Morales, Cynthia Morales, Doris Dialog, and Amber Moreno all spoke in opposition of Ordinance No. 1068.

Upon motion by Councilmember Sarno, seconded by Councilmember Rounds, Item 9, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

ORDINANCE FOR PASSAGE

10. Ordinance No. 1069 – An Ordinance of the City of Santa Fe Springs adopting Development Agreement No. 01-2016, by and between the City of Santa Fe Springs and Bulletin Displays, LLC, a Limited Liability Company.

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1069, an ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 01-2016) by and between the City of Santa Fe Springs and Bulletin Displays, LLC, a Limited Liability Company.

Upon motion by Councilmember Rounds, seconded by Councilmember Sarno, Item 10, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

11. Authorize the purchase of the following vehicles from Downtown Ford Sales: one (1) 2016 Ford CMAX Hybrid, one (1) 2016 Ford F250 Supercab, and one (1) 2-16 Ford Transit Passenger Wagon.

Recommendation: That the City Council:

- Authorize Director of Purchasing Services to purchase the following vehicles from Downtown Ford Sales through State of California Cooperative Purchasing Contracts: (1-14-23-10A, 1-14-23-20A, and 1-14-

23-23A) one (1) 2016 Ford CMAX Hybrid, one (1) 2016 Ford F250 Supercab, and one (1) 2016 Ford Transit Passenger Wagon.

- Authorize a purchase order to be issued in the amount of \$88,925.37 for this transaction.

Upon motion by Councilmember Rounds, seconded by Councilmember Zamora, Item 11, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

12. Authorize the purchase of five (5) 2016 Ford Police Interceptor Vehicles from Downtown Ford Sales.

Recommendation: That the City Council:

- Authorize the Director of Purchasing Services to purchase five (5) 2016 Ford Police Interceptor Utility vehicles from Downtown Ford Sales utilizing the City of Sacramento Contract (No. B13131311025).
- Authorize a purchase order to be issued in the amount of \$177,338.64 for this transaction.

Upon motion by Councilmember Rounds, seconded by Councilmember Zamora, Item 12, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

13. Consideration of the City's Comprehensive Annual Financial Report (CAFR) for the FY ending June 30, 2015.

Recommendation: That the City Council:

- Receive and file the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2015
- Approve amendments to the FY 2015-16 budget to transfer General Fund fund balance assignments as recommended by the Council Audit Subcommittee.

Upon motion by Councilmember Zamora, seconded by Councilmember Trujillo, Item 13, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

14. Acceptance of State Homeland Security Grant Program (SSGP) Funds for the purchase of Self Contained Breathing Apparatus (SCBA).

Recommendation: That the City Council:

- Accept State Homeland Security Grant (SHSGP) funds in the amount of \$86,748.74.
- Authorize the trade-in and upgrade of sixty-two (62) Self-Contained

Breathing Apparatus (SCBA) and the purchase of related equipment from L.N. Curtis & Sons.

Upon motion by Councilmember Rounds, seconded by Councilmember Trujillo, Item 14, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nayes: None

RECESS

Mayor Moore declared a recess at 7:10 p.m.

RECONVENE

Mayor Moore reconvened the meeting at 7:10 p.m.

15. INVOCATION

Councilmember Zamora presented the invocation.

16. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by the Youth Leadership Committee.

17. INTRODUCTIONS

No Representatives from the Chamber of Commerce were in attendance.

18. ANNOUNCEMENTS

Marlene Curtis introduced Tony Leon Guerrero the San Francisco 49ers Youth Football Coordinator.

19. PRESENTATIONS

- a. Presented FY 2013-2014 Certificate of Achievement for Excellence in Financial Reporting (CAFR Award) to the City Council.
- b. Recognized Winners of the Santa Fe Springs Home Christmas Decorating Contest.
- c. Presented Proclamation, proclaiming the month of February, as *American Heart Health Month*.

20. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

No committee appointments made.

21. ORAL COMMUNICATIONS

There were no speakers for Oral communications

22. EXECUTIVE TEAM REPORTS

- Frank Beach reported on the following projects: scoreboard at the Activity Center; exterior painting at Activity Center; SCE steel pole work; Aquatic

Center – column demolition and picnic area.

- Wayne Morrel reported on the demolition of Norwalk Blvd., of 8,000 sq. feet at McMaster Center.
- Dino Torres announced March 9th as Charge Day of Science.
- Jose Gomez reported Rich Kauchi is in the middle of focus group meetings and audit subcommittees.
- Fire Chief Crook reported on the LA County Regional Training group and provided a slideshow on apparatus videos.
- Maricela Balderas reported the City received CPRS Award and awarded 2015 P & R Award of Excellence for the “Art Fest”
- Council Members reported on activities during the holidays, and extended holiday wishes to the staff and residents of the city.

23. At 7:50 p.m., Mayor Moore adjourned the City Council meeting.

ATTEST:

Richard J. Moore, Mayor

Sylvia M. Bermudez
City Clerk

Date



City of Santa Fe Springs

Public Financing Authority Meeting

February 25, 2016

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 1/31/16	None
Outstanding principal at 1/31/16	\$13,965,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 1/31/16	None
Outstanding principal at 1/31/16	\$5,150,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 1/31/16	None
Outstanding principal at 1/31/16	\$2,775,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 1/31/16	None
Outstanding principal at 1/31/16	\$2,310,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 1/31/16	None
Outstanding principal at 1/31/16	\$36,713,999

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 1/31/16	None
Outstanding principal at 1/31/16	\$7,085,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 1/31/16	None
Outstanding principal at 1/31/16	\$33,395,000

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

**FOR ITEM 4A
PLEASE REFER
TO ITEM 3A**



City of Santa Fe Springs

Water Utility Authority Meeting

February 25, 2016

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 1/31/16

None

Outstanding principal at 1/31/16

\$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 were restricted for use on water system improvements. In August 2013 the Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12 Project and all proceeds were since used on this project.

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: February 19, 2016

ITEM NO. 4B



City of Santa Fe Springs

Water Utility Authority Meeting

February 25, 2016

CONSENT AGENDA

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 of current active water projects.

Interstate 5 Water Main Relocation for the Carmenita Road - Segment B

GRFCO, Inc. is currently under contract to construct the final portion of the Interstate 5 widening Carmenita Segment referred to as Segment B. Staff continues to coordinate with Caltrans and GRFCO, Inc. on completing the I-5 Water Main Relocation Carmenita Road – Segment B project. Currently over 800 feet of water main has been installed along with hydrants, and services. Staff continues to coordinate with local business owners to establish new water service connections at all locations affected by the I-5 widening project.

FISCAL IMPACT

The Interstate 5 widening project is funded by Caltrans through a utility agreement between the City and Caltrans.

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

Thaddeus McCormack
Executive Director

Attachment:

None

Report Submitted By:

Noe Negrete, Director
Department of Public Works

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

Date of Report: February 19, 2016

ITEM NO. 4C



City of Santa Fe Springs

Successor Agency

February 25, 2016

NEW BUSINESS

Purchase and Sale Agreement for site of approximately 369,824 square feet, located on the north side of Telegraph Road, east of Bloomfield Avenue.

RECOMMENDATION

That the City Council:

- 1) Approve the Purchase and Sale Agreement for site of approximately 369,824 square feet located on the north side of Telegraph Road, east of Bloomfield Avenue;
- 2) Authorize the Chairman and staff to execute the Purchase and Sale Agreement and open escrow to convey the property

BACKGROUND

The subject Purchase and Sale Agreement (the "PSA") involves a site of approximately 369,824 square feet, located on the north side of Telegraph Road, east of Bloomfield Avenue (the "Property").

The Property, and another site located at the southeast corner of Telegraph and Bloomfield, are the two sites remaining from a large purchase of properties made by the former Community Development Commission in 1994. The purchase was made in conjunction with a joint venture agreement between the CDC and McGranahan, Carlson and Company ("MC&C"). The agreement with MC&C has been extended several times. There are active wells and other oil field operations on the Property. It is not developable without the cooperation of BreitBurn Energy, which at present can prevent surface development. For that reason, several years ago the CDC, MC&C and BreitBurn entered into a "Settlement Agreement" which contains incentives for all parties to cooperate to facilitate the sale and development of the Property.

The Property has been designated as a "for sale" property in the Long Range Property Management Plan, which Plan has been approved by the State Department of Finance. The LRPMP contains a requirement that such properties be sold to maximize value. To comply with that requirement, the Successor Agency engaged a real estate broker, CBRE, to advertise the Property for sale, and to solicit bids from qualified developers. Mayor Moore and Council member Sarno served on an ad-hoc committee to work with staff to select one of the bidders to enter into the PSA. The bidder selected was Panattoni Development Company, one of the largest industrial property developer/owners in the world. Panattoni recently developed the FedEx site in the City.



City of Santa Fe Springs

Successor Agency

February 25, 2016

In the months since Panattoni was selected, staff and MC&C have worked with Panattoni on the specific language of the PSA. It is now available for consideration by the Successor Agency. Accordingly, staff recommends that the Successor Agency approve the attached PSA, and authorize and direct the Chairman and the staff to execute the PSA and open escrow to convey the Property.

FISCAL IMPACT

Panattoni Development Company has agreed to purchase the property from the Successor Agency for a gross amount of \$8,228,760, which was established through a competitive, managed bid process. The adjusted purchase price, which takes into account third party payment obligations and the deduction of certain development costs, is estimated to be approximately \$2.6 million. The funds will be sent to the County Auditor Controller for redistribution to the various taxing agencies, which includes approximately \$182,000 to be distributed to the City of Santa Fe Springs.

Thaddeus McCormack
City Manager

Attachment(s)

Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS

Between

SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT
COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS ("Seller")

and

PDC LA/SD LLC,
a Delaware limited liability company
("Buyer")

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement" herein) is made and entered into this _____ by and between Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs ("Seller" herein) and

PDC LA/SD LLC, a Delaware limited liability company ("Buyer" herein) and shall be joint escrow instructions to the Escrow Holder, designated herein below.

RECITALS:

A. WHEREAS, Seller is the fee owner of certain real property parcels and more particularly described in a legal description attached hereto as Exhibit "A" ("Subject Property Legal Description" herein) and shown on the Exhibit "A-1" ("Subject Property Plot Plan" herein);

B. WHEREAS, Seller's fee title to the Subject Property is subject to, among other things, (i) a reservation of all oil, gas, and hydrocarbon substances lying below a depth of five hundred feet (500') contained in that certain Mineral Reservation Agreement ("Mineral Reservation Agreement"); and (ii) certain rights to use the surface of the Subject Property contained in a certain Surface Rights Agreement ("Subsurface Rights Agreement") (to be negotiated between Buyer and BreitBurn Energy Company ("BEC" herein)), referenced herein below, under which there will be established and defined certain parameters and rights for both the orderly surface development of the Subject Property and existing and future oil and gas operations to be conducted by BEC in accordance with the Oil Lease, Unit Agreement and Unit Operating Agreement (the latter three (3) documents collectively referred to as "Production Agreements" herein) on the Subject Property (the Mineral Reservation Agreement, together with the Production Agreements are sometimes collectively referred to as the "Existing Oil and Gas Agreements");

C. WHEREAS, Seller desires to sell the Subject Property to Buyer, Buyer desires to purchase the Subject Property from Seller; and

D. The City of Santa Fe Springs and the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs are entirely distinct legal entities. Buyer acknowledges that one entity cannot and does not act for the other.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I.

AGREEMENT TO SELL AND PURCHASE

1.1 Purchase and Sale. Seller agrees to sell and Buyer agrees to purchase the Subject Property as described in Article 2.1 and 2.2.

ARTICLE II.

DESCRIPTION OF SUBJECT PROPERTY

2.1 Subject Property Description. The Subject Property is described in Exhibit "A", entitled "Subject Property Description" and attached hereto. The Subject Property is 8.9 acres \pm .

2.2 Improvements and Personal Property. The Subject Property shall include Seller's rights in all improvements, structures, and fixtures on the land and all personal property, if any, which it acquired at the time of Seller's purchase of the Subject Property ("Seller's Improvements" herein), but shall exclude all improvements, structures, and fixtures and personal property owned by Seller's predecessors in interest and others under the terms of the Existing Oil and Gas Agreements.

2.3 Reservation. The Subject Property's fee title of Seller is subject to a reservation of all oil, gas, and hydrocarbon substances lying below a depth of five hundred feet (500') contained in that certain Mineral Reservation Agreement, dated December 27, 1989 and recorded December 28, 1989 as Instrument No. 89-2087140, Official Records.

2.4 Subject to. The Subject Property shall be conveyed to Buyer subject to the following:

2.4.1 The rights of BEC and other parties under the Existing Oil and Gas Agreements.

2.4.2 All the title exceptions set forth in the Preliminary Title Report referred to in Paragraph 6.2 shall be approved in writing by Buyer pursuant to the terms of Paragraph 7.3 of this Agreement.

2.4.3 All other valid and existing assessments, conditions, easements, reservations, restrictions, licenses, agreements, leases, and exceptions affecting the Subject Property, recorded or otherwise disclosed to Buyer.

ARTICLE III.

PURCHASE PRICE, PAYMENT AND DEPOSIT

3.1 Purchase Price Computation.

3.1.1 Purchase Price Per Square Foot. The Purchase Price for the Subject Property shall be the product of the Net Land Square Footage, defined below, times the Price Per Square Foot which is \$22.25.

3.1.2 Gross Land Square Footage. At the present time it is reasonably believed that the Gross Land Square Footage, which is defined to mean the total square footage contained within the Subject

Property being deeded to Buyer pursuant this Agreement, as described in the Subject Property Description set forth in Paragraph A, has a gross square footage area of 375,000.

3.1.3 Exclusive Use Area Easement(s) Square Footage. Certain parcels within the Subject Property are subject to one or more Exclusive Use Area easements, set forth in the Surface Rights Agreement to be negotiated by Buyer and BEC. Those Exclusive Use Area easements contain a total estimated square footage ("Exclusive Use Area Square Footage" herein) of 5,258.

3.1.4 Net Land Square Footage. The Net Land Square Footage shall equal the Gross Land Square Footage less the Exclusive Use Area Square Footage and is calculated to be 369,742.

3.1.5 Purchase Price. The Purchase Price shall be the product of the Price Per Square Foot times the Net Land Square Footage and is computed to equal \$ 8,228,760.00.

3.1.6 Adjusted Purchase Price. The Purchase Price shall be adjusted downward or upward ("Adjusted Purchase Price" herein) for the actual number of square feet calculated in the Gross Land Square Footage and in the Exclusive Use Area easement areas, if any, ("Certified Gross Land Area" and "Certified Exclusive Use Area Square Footage" respectively herein). The Certified Gross Land Area and Certified Exclusive Use Area Square Footage (as delineated in the Surface Rights Agreement) shall be calculated and certified by Buyer's licensed engineer, [Buyer to fill in] civil [Buyer to fill in] Engineering ("[Buyer to fill in] civil [Buyer to fill in] Certificate of Square Footage" herein), no later than ten (10) calendar days after the substantial agreement between Buyer and BEC on the location and configuration of the Exclusive Use Areas and is subject to Seller's review and approval. The Adjusted Purchase Price shall be provided to Escrow Holder in writing signed by all parties.

3.2 Oil Field Work and Purchase Price Offset.

3.2.1 Oil Field Work. The "Oil Field Work" shall consist of (i) required oil pipeline and electrical relocations, (ii) required oil well abandonments, reabandonments per requirements of the California Department of Conservation, Division of Oil, Gas & Geothermal Resources ("DOGGR") and the City of Santa Fe Springs, and (iii) such other work that may need to be performed in connection with the clauses (i) and (ii) above that are advisable to be performed. During the Approval Period and any Extended Approval Period, Buyer and Seller shall work together, reasonably and in good faith, to: (i) Agree on the cost of the Oil Field Work (the agreed upon cost of the Oil Field Work hereinafter referred to as the "Fixed Sum Price") and the amount of a contingency allowance ("Contingency Allowance"), which amount shall be held back at the close of Escrow, and shall be utilized in the event that the actual cost of the Oil Field Work exceeds the Fixed Sum Price described hereinbelow. The mutual agreement of Buyer and Seller on a Fixed Sum Price and Contingency Allowance shall be a condition precedent to Buyer's and Seller's respective obligations to Close.

3.2.2

3.4 Payment. The Final Purchase Price shall be paid as follows:

3.4.1 \$ 75,000.00 by check on execution of this Agreement, payable to Escrow Holder, referred to herein below, and upon the opening of Escrow. Escrow Holder shall deposit said funds in Escrow ("Deposit" herein) to be applied on the account of Buyer against the Purchase Price on the Closing Date. Said Deposit shall be made to Escrow Holder within five (5) business days after execution of this Agreement.

3.4.2 Buyer's deposit of the balance of the Purchase Price in Escrow in cash or by cashier's check during business hours at least one (1) business day before the Closing Date.

3.5 Deposit Interest. Escrow Holder shall invest the Deposit in an interest-bearing account selected by Buyer. Except as provided in Paragraph 11.2, all interest on the Deposit shall be for the benefit of Buyer and shall be credited towards payment of the Purchase Price. Escrow Holder is hereby authorized to invest said funds with an institution of credibility with which the Escrow Holder deals with on a daily basis.

ARTICLE IV.

ESCROW AND ESCROW HOLDER

4.1 Escrow and Escrow Holder. This sale shall be consummated through an escrow ("Escrow" herein) established with First American Title Insurance Company ("Escrow Holder" herein) and whose address and escrow officer is as follows:

First American Title Insurance Company
3281 Guasti Road, Suite 400
Ontario, California 91761
Kelly Simoneau

4.2 Opening of Escrow. Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller, but in all events within three (3) days of execution of this Agreement. Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened and the Closing Date, as defined in Paragraph 4.5 herein below.

4.3 Escrow Instructions. This Agreement is to be construed as your escrow instructions, and you are authorized to act there under insofar as closing this Escrow is concerned. However, you are only to be concerned with the escrow instructions or supplemental escrow instructions that will be a part of this Agreement. All other items of this Agreement are matters between the parties. In addition, Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder, including, but not limited to, Escrow Holder's Standard Form Escrow Instructions, copy attached as Exhibit "B" or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement, and shall provide the Escrow Holder with such other information, documents, and instruments as the Escrow Holder may reasonably require to enable it to close the transactions on the Closing Date. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control. Within fifteen (15) days after execution of this Agreement, each party shall execute and deliver to the Escrow Holder any of its written instructions consistent with the terms of this Agreement.

4.4 Close of Escrow Defined. The "Close of Escrow" shall be the date that the Grant Deed ("Grant Deed" herein) conveying the Subject Property to Buyer, is recorded in the Official Records of the County of Los Angeles, California. Escrow shall be considered closed when the Grant Deed is recorded. The Grant Deed shall record on the Closing Date. The period between the opening of Escrow and the Closing Date provided for in the Paragraph shall be known as the Escrow Period.

4.5 Closing Date. The closing date ("Closing Date" herein) shall be the date upon which the occurrence and/or satisfaction of all the conditions set forth in this Agreement have been met and not later than one hundred twenty (120) days following Opening of Escrow.

ARTICLE V.

DISCLOSURE OF PHYSICAL CONDITIONS OF SUBJECT PROPERTY

5.1 Present Physical Condition of Subject Property.

5.1.1 Surface Rights: Oil Field Operations. Oil field exploration and production operations are taking place on the Subject Property pursuant to the Existing Oil and Gas Agreements. Buyer shall be responsible for obtaining such Agreements; Seller shall make available to Buyer for inspection any pertinent documents which are in Seller's possession.

5.1.2 Surface Rights Agreement Pipeline Easement Adjustments. The Surface Rights Agreement shall provide for facilities easements (referred to in the Surface Rights Agreement as "Facilities Easements") for power lines, communication lines, pipelines and these easements will be recorded as part of the Surface Rights Agreement. Buyer will construct said improvements as provided in the Surface Rights Agreement.

5.1.3 Oil Field Conditions.

5.1.3.1 Oil Wells. The Subject Property has active, idle and abandoned oil wells. Development of the Subject Property will require (at Buyer's cost) the abandonment and reabandonment of a number of wells pursuant to present standards, regulations and laws.

5.1.3.2 Abandoned Pipelines and Structures. There may exist buried pipelines and other structures ("Abandoned Pipelines" herein) on the Subject Property. Buyer should be able to discover and remove any Abandoned Pipelines that may affect the building of structures on the Subject Property, but Seller makes no warranty that the Subject Property is free and clear of all such items.

5.1.3.3 Oil Well Utilities. Buyer is responsible (at Buyer's cost) for relocating the oil field utilities pursuant to the Surface Rights Agreement in order to develop the Subject Property.

5.1.4 Soils.

5.1.4.1 Seller shall make available to Buyer various environmental reports as delineated in Exhibit "D". Buyer warrants to Seller that Buyer will conduct an independent investigation of the soils and other environment conditions as may be required in order that Buyer is satisfied with the environmental status of the Subject Property.

5.1.4.2 Buyer's Methane Test. It is understood by the parties that the City requires methane tests for nearly all construction within its jurisdiction. Buyer shall have the right to conduct methane tests at its own expense on the Subject Property and shall submit to Seller the proposed scope of work of Buyer's testing agent in order to not cause any environmental damage or interference with Seller's or BEC's operations. Buyer shall have the right to approve its tests in accordance with Paragraph 7.1.4.

5.2 Buyer's Prior Notice of Site Investigations. At any time within the Approval Period (Paragraph 7.3.1), Buyer and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Subject Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Subject Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Subject Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Subject Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the gross negligence or willful misconduct of Buyer, its agents or employees in connection therewith. Buyer and/or its agents/consultants/contractors shall provide Seller with a Certificate of Liability insurance naming the following as additionally insured:

Successor Agency to the Community Development Commission/Redevelopment Agency of the City of

Santa Fe Springs, 11710 E. Telegraph Road, Santa Fe Springs , California 90670

Prior to making any on-site inspections, Buyer shall notify the BEC. Buyer shall send an electronic mail to BEC (jwashburn@brietburn.com) detailing the date, time, person(s) and work to be performed with a copy to Steve Carlson (carlson@mcandc.com), and Rick McGeagh (rick.mcgeagh@cbre.com).

5.3 Within ten (10) days of the Opening of Escrow Seller shall make available for inspection by Buyer documents, reports, surveys, environmental assessments, engineering reports, building plans and blueprints in Seller's possession or under its control or that of its agents respecting the Subject Property including any Hazardous Substance Conditions Report concerning the Subject Property and relevant adjoining properties and any Natural Hazard Zone Disclosure Report and all lease agreements, if any, relating to any tenant or occupant then occupying the Subject Property (collectively "Materials"). During the Approval Period or the Extended Approval Period, Buyer may review and evaluate the Materials to determine whether the Subject Property is appropriate for Buyer's proposed use, in its sole discretion.

ARTICLE VI.

TITLE MATTERS AND TITLE INSURANCE

6.1 Condition of Title. It shall be a condition to the Close of Escrow that title to the Subject Property be conveyed to Buyer by Seller by the Grant Deed subject only to the conditions of title ("Title Exceptions" herein) set forth in (i) the Preliminary Title Report, referred to in Paragraph 6.2, and (ii) other matters mutually agreed upon by the parties hereto. The final documents which legally describe the title exceptions generally referred to as Additional Title Exceptions, referred to herein below, shall be delivered, when they become available, by Seller to Buyer for Buyer's approval in accordance with Paragraph 7.1.1. Seller covenants and agrees that during the term of this Escrow, it will not cause or permit title to the Subject Property to differ from the conditions of title that Buyer shall have approved from time to time in accordance with this Paragraph 6.1 ("Approved Condition of Title" herein). Said Title Exceptions shall be approved in writing by Buyer as set forth in Paragraph 6.2 hereof. Any liens, encumbrances, easements, conditions, covenants, restrictions, rights of way or other matters affecting the Approved Condition of Title which may appear of record or be revealed after the date of delivery of the Title Exceptions, referred to above, ("Additional Title Exceptions" herein) shall also be subject to Buyer's approval and must be eliminated or ameliorated to Buyer's satisfaction by Seller prior to the Close of Escrow as a condition to the Close of Escrow for Buyer's benefit in accordance with Article VII.

6.2 Title Insurance. Seller will furnish Buyer within five (5) days of execution of this Agreement a Preliminary Title Report for an American Land Title Association standard policy of title insurance. As to exceptions affecting the Subject Property, Seller will use its best efforts to furnish Buyer with legible copies of or provide reasonable access to the files containing the documents reported as exceptions in the Preliminary Title Report no later than ten (10) days of receipt of the Preliminary Title Report. The Preliminary Title Report shall be issued by First American Title Insurance Company or other title insurance company acceptable to both Buyer and Seller. The parties agree to provide Escrow Holder with written, mutual cancellation instructions should this be applicable.

ARTICLE VII.

CONDITIONS TO CLOSE OF ESCROW

7.1 Buyer's Conditions. Buyer's obligation to perform the Agreement is subject to the satisfaction of the following conditions which are for Buyer's benefit only. Buyer shall review and approve or disapprove in accordance with the Approval Process, defined below in Paragraph 7.3, the following items within the Approval Period, as defined in Paragraph 7.3, unless another time period is specifically set forth in the Agreement. Buyer agrees to provide Escrow Holder with written notice that all conditions to close the transaction, set forth in all of the subparagraphs hereto, have been met. The conditions are as follows:

7.1.1 Conditions of Title. Buyer's written approval of the current preliminary title report concerning the Property (the "PTR") issued by Title Company and all documents referred to in the PTR (the "Title Documents"), within thirty (30) days after receipt of same. Seller shall cause the PTR and Title Documents to be delivered to Buyer within ten (10) days after the opening of escrow.

7.1.2 Development Plan Approval. Buyer shall obtain City of Santa Fe Springs Development Plan Approval to build multiple buildings with a total square footage of approximately 138,695 square feet on the Subject Property, acceptable to Buyer.

7.1.3 Environmental Assessment/Soils. Buyer shall have conducted independent investigation(s) of the soils and other environment conditions documenting the environmental status of the Property.

7.1.4 Approval of Methane Test. Buyer shall have conducted a methane test at the Property.

7.1.5 Existing Oil and Gas Agreements. Buyer shall review and approve the Existing Oil and Gas Agreements.

7.1.6 Surface Rights Agreement and Easements. Buyer shall negotiate, approve and record concurrently with the Closing, the Surface Rights Agreement.

7.1.7 Performance by Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's Representations and Warranties set forth in this Agreement shall be true and correct as of the Closing Date.

7.1.8 No Material Adverse Changes. At the Closing Date, there shall have been no material adverse changes in the physical condition of the Subject Property from and after the execution of this Agreement.

7.2 Seller's Conditions. Seller's obligation to perform this Agreement is subject to the satisfaction of the following conditions which are for Seller's benefit only. Seller shall review and approve or disapprove in accordance with the Approval Process the following items within the Approval Period unless another time period is specifically in the Agreement. Seller agrees to provide Escrow Holder with written notice that all conditions to close the transaction, set forth in all of the subparagraphs hereto, have been met. The conditions are as follows:

7.2.1 Performance Buyer. Buyer shall have duly performed each and every agreement to be performed by Buyer hereunder and Buyer's Representations and Warranties set forth in Paragraph 9.2 shall be true and correct as of the Closing Date.

7.3 Approval Process.

7.3.1. Approval Period. The Approval Period shall begin upon execution of this Agreement and shall terminate on the latter of (1) one hundred twenty (120) days following execution of this Agreement; (2) the approval of the development plan in accordance with Section 7.1.2; or (3) Seller's correction of certain title defects in accordance with Section 7.3.3(c), below. The parties agree that unless specifically provided otherwise in this Agreement or amendments hereto, all approvals required under the terms of this Agreement or amendments hereto shall be in writing and delivered to the other party within twenty (20) calendar days of the delivery to the party charged with approval ("Approval Period" herein).

7.3.1.1 Extended Approval Period. Buyer shall use its best efforts to complete all of its due diligence activities during the Approval Period. Notwithstanding anything contained herein to the contrary, Buyer shall have the right, in Buyer's sole and absolute discretion, to extend the Approval Period as set forth in this Section 7.3.1.1, one time for an additional sixty (60) days, and thereafter with the consent of Seller, for such lengths of time as agreed to by Seller (each, an "Extended Approval Period") by notifying the Seller of its desire to do so before the prior Approval Period or Extended Approval Period, as

applicable, has lapsed. Upon the exercise of an Extended Approval Period, all references in this Agreement to "Approval Period" shall be deemed to include the exercised Extended Approval Period.

(a) Each Extended Approval Period is also referred to herein individually as an "Extended Approval Period" and collectively as "Extended Approval Periods."

(b) Buyer may also extend the Approval Period for Satisfaction of all of Buyer's Conditions precedent for determination of Oil Field Work) and/or environmental review which includes CEQA approval of its proposed development and obtaining of Remedial Action Plan approval, or its equivalent ("RAP") as follows:

(i) Buyer shall diligently pursue the Surface Rights Agreement and the final CEQA determination from the City of Santa Fe Springs ("Final CEQA Determination"), and other governmental authorities having jurisdiction over the Property. A Final CEQA Determination is obtained when the time for any appeal from the decision of the applicable governmental authority to issue a CEQA Determination for a site development permit for Buyer's proposed project has expired without an appeal having been filed or, if an appeal has been filed, time for filing any legal challenge to the approval of the CEQA Determination has expired with no action being filed and a RAP having been issued. Seller further agrees, and at no cost to Seller, to cooperate with Buyer and jointly execute and deliver all letters, documents, authorizations applications or submissions necessary to obtain the Final CEQA Determination and the RAP within fifteen (15) days of submission to Seller. Any delays by Seller in granting consent or execution of any applications or submissions shall extend the then scheduled Approval Period on a day-for-day basis. Seller further agrees to execute and deliver easements, in form and substance reasonably satisfactory to Buyer, for access and utilities as may be required in connection with the Final CEQA Determination and the RAP and as required by utility companies or any governmental authorities with respect to the Property. Additionally, Seller hereby grants to Buyer the right to negotiate directly with any governmental authorities and utility providers having jurisdiction over the Property and/or the development thereof. Notwithstanding the forgoing, Buyer shall not take any action or execute any document that would be binding upon the Subject Property or Seller prior to the Closing or would create any obligations upon Seller after the Closing.

(ii) If, on or before the expiration of the Approval Period Buyer has not finalized the Surface Rights Agreement and/or obtained a Final CEQA Determination with respect to the Subject Property from the governmental authorities having jurisdiction over the Subject Property and the RAP, then Buyer, at any time on or before the expiration of the Approval Period in its sole and absolute discretion shall have the right to further extend the Approval Period based on Buyer's Surface Rights Agreement and Final CEQA Determination and RAP for up to six (6) additional periods of one (1) month each, such extension(s) to be exercised by Buyer's delivery of written notice(s) to Seller not later than the expiration of the Approval Period, as may be extended by Buyer. If Buyer terminates this Agreement at any time during the Approval Period, as may be extended pursuant to this Section, then the Deposit shall be immediately paid to Buyer, and neither party shall have any further rights or obligations under this Agreement, except for those rights and obligations that survive a termination of this Agreement in accordance with its terms. Buyer shall provide periodic written updates of the status of the Surface Rights Agreement and Final CEQA Determination and the RAP upon Seller's reasonable written request, and shall also promptly deliver to Seller copies of any notices of appeal files with respect to the final Surface Rights Agreement and Final CEQA Determination and the RAP. Only upon Buyer obtaining its final Surface Rights Agreement and Final CEQA Determination shall the Deposit be nonrefundable and fully earned but applicable to the Purchase Price at Closing, except in the event that the Closing Date fails to occur as a result of a breach of or default under this Agreement by Seller.

7.3.2 Good Faith Approvals and Termination. Both parties' obligations to perform acts or to approve, disapprove, or conditionally approve documents, materials or other matters called for in this entire Agreement shall be in good faith, and the parties shall use their best efforts to obtain the necessary

approvals called for from third parties. A party's failure to act in good faith or to use its best efforts shall constitute a material breach.

7.3.3 Election to Remove Defects. Seller shall have the right to remove any defects which are conditions to Buyer's performance under the Agreement in accordance with the following procedure:

(a) In the event that Buyer disapproves any matter on which this Agreement is conditioned for Buyer's benefit or if there is a breach of any covenant or warranty by Seller discovered by Buyer before Close of Escrow, Buyer shall give Seller written notice specifying the items breached or disapproved within ten (10) calendar days of discovery.

(b) Seller may, at Seller's sole election, make an election to correct those matters, within fifteen (15) days of receipt of Buyer's written notice by giving Buyer written notice of Seller's election. (This election period may be extended a reasonable time if Seller reasonably needs further time to investigate the facts and issues raised by Buyer's written notice.)

(c) If Seller elects to correct the matter, Seller shall do so within ninety (90) days from delivery of Buyer's written notice. Seller shall for this purpose be entitled to postpone Close of Escrow and the Approval Period for no more than the ninety (90) day period.

(d) If Seller elects not to correct or fails to correct all those matters within the correction period, Buyer has the election of (1) terminating the Agreement without any liability on the part of either party except as set forth below or (2) accepting the Subject Property with a reduction of the price for the uncorrected matter. If Seller terminates this Agreement by electing or failing to elect under this paragraph, Buyer shall be entitled to the prompt return of the Purchase Deposit and interest thereon, less half (1/2) of the Escrow cancellation fees and costs and title company charges incurred. Seller shall pay half (1/2) of the Escrow cancellation fees and costs and title company charges incurred.

The parties agree to provide Escrow Holder with written, mutual cancellation instructions should the provisions of this paragraph become applicable.

ARTICLE VIII.

CONDITION OF PROPERTY

8.1 "As Is" Purchase. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE SUBJECT PROPERTY IN AN "AS IS" CONDITION AND SOLELY IN RELIANCE ON BUYER'S OWN INVESTIGATION, AND THAT NO REPRESENTATIONS OR WARRANTIES, OTHER THAN STATED IN THIS AGREEMENT, OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, HAVE BEEN MADE BY SELLER, SELLER'S AGENTS, OR BROKERS. BUYER FURTHER ACKNOWLEDGES THAT AS OF THE CLOSE OF ESCROW BUYER WILL BE AWARE OF ALL ZONING REGULATIONS, OTHER GOVERNMENTAL REQUIREMENTS, SITE AND PHYSICAL CONDITIONS, AND OTHER MATTERS AFFECTING THE USE AND CONDITION OF THE SUBJECT PROPERTY AND AGREES TO PURCHASE THE SUBJECT PROPERTY IN THE CONDITION THAT IT IS IN AT CLOSE OF ESCROW.

8.2 Seller makes no representations or warranty to Buyer concerning compliance of the Subject Property with any statutes, ordinances, regulations, or other laws, except as set forth in Article IX. Buyer shall perform and rely solely upon its own independent investigation concerning the compliance of the Subject Property with any applicable law. Buyer shall perform and rely solely upon its own studies and investigations concerning its intended use of the Subject Property, the fitness of the Subject Property for that use, and the availability of such intended use under applicable statutes, ordinances, and other laws.

ARTICLE IX.

REPRESENTATIONS AND WARRANTIES

9.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer that the following shall be true as of (1) the date that Seller delivers the documents, materials or other items for Buyer's written approval or disapproval set forth in Paragraphs 9.1.4 and 9.1.7, and (2) as of the Date of Closing:

9.1.1 Authority of Seller. Seller is Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs, duly organized and validly existing under the laws of the State of California.

9.1.2 Legal Power. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof.

9.1.3 No Default. To the best knowledge of Seller, there is no default of any contracts, documents, agreements, or obligations not otherwise disclosed herein.

9.1.4 Delivery of Documents. Seller has and will make available to Buyer copies of all materials in Seller's possession, as provided in Section 5.3, above.

9.1.5 No Lawsuits Pending. To the best of Seller's knowledge, there are no lawsuits against Seller or its predecessors in interest that could affect Buyer's ownership, title or development of the Subject Property after the Close of Escrow.

9.1.6 No Governmental Order for Further Work. Seller has no actual knowledge of any order or directive of any City, county, state, or federal authority, that any work of repair, maintenance, or improvements be performed on the Subject Property other than those disclosed by this Agreement and documents, materials and other items delivered to Buyer.

9.1.7 No Violation or Condemnation. Seller has no actual knowledge, other than disclosed by this Agreement, of any present violation of any law, ordinance, rule, or administrative or judicial order affecting the Subject Property, nor any condemnation, zoning change, or other proceeding or action (including legislative action) pending, threatened, or contemplated by any governmental body, authority, or agency which will affect the Subject Property as of the date of execution of this Agreement.

9.1.8 Soil Conditions; Hazardous Materials.

9.1.8.1 Seller has disclosed and will make available to Buyer at Seller's offices during normal business hours upon reasonable notice to Seller all information available to Seller or actually known to Seller, including but not limited to the information referred to in Paragraph 5.1.3, including all Documents and Materials relating to the existence, release or emission of Hazardous Materials, defined below, (including petroleum hydrocarbon/crude oil) in or on the Subject Property (or relating to governmental actions, approvals or investigations with respect thereto). For the purpose of this Agreement, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §1801 et seq.; the Resource and Conservation and Recovery Act, 42 U.S.C. §9601 et seq.; and those substances defined as "hazard wastes" in §25117 of the California Health & Safety Code or as "hazardous substances" in §25316 of the California Health and Safety Code; and in regulations adopted and publications promulgated pursuant to said laws.

9.1.8.2 Seller has never had nor exercised any control over the Subject Property. To Seller's actual knowledge, Seller: (i) Is unaware of any breach of any environmental laws on the Subject Property or any part thereof; (ii) does not know whether any part of the Subject Property has ever been used as a landfill, dump, toxic waste disposal site or storage area; (iii) does not know whether there are any underground storage tanks at the Subject Property, whether any such tanks were previously removed, or, with respect to removed tanks, at the time of removal, any contaminated soil was removed; and (iv) does not know whether the Subject Property is free of any Hazardous Materials that would trigger response or

remedial action under any environmental laws or any existing common law theory based on nuisance or strict liability. These representations are limited to matters of which Seller has actual knowledge, and Buyer acknowledges that Seller has not made any affirmative investigation as to environmental issues affecting the Subject Property in connection with this Agreement.

The Seller has no actual knowledge of any breach of any environmental laws, whether it has been used as a landfill, dump, toxic waste disposal site or storage area nor underground storage tanks.

9.1.9 Termination Due to Sale to Others. Seller represents and warrants to Buyer that during the term of this Agreement, Seller will not terminate this Agreement due to Seller entering into an agreement to sell the Subject Property to another Buyer.

9.1.10 To Seller's actual knowledge and except for matters of record as of the date hereof, there are no bonds or assessments or charges for any public improvements or utilities made against the Property which remain unpaid (or which will remain unpaid by Seller as of the Closing Date).

All representations and warranties contained in this Agreement shall be deemed remade as of the Closing Date, except in the event of a change in circumstances not within the control of Seller affecting any representations or warranties set forth herein, in which case Seller shall provide written notice to Buyer regarding such changed circumstances within a reasonable time following such change (not to exceed five (5) Business Days following the date the [City's Assistant City Administrator/Development Services Director] obtains actual knowledge of the changed circumstance), and prior to the Closing. As used herein, "actual knowledge" of Seller refers to the actual knowledge of Seller's employees and agents directly involved in the negotiation and/or drafting of this Agreement, those responsible for the acquisition or maintenance of the Subject Property, the City Attorney and the City Clerk.

9.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that the following shall be true as of (1) the date that Buyer delivers the documents, materials or other items for Seller's written approval or disapproval, and (2) as of the Date of Closing:

9.2.1 Authority of Buyer. Buyer is a the legal entity (or are the legal entities) as set forth in the first paragraph of this Agreement, and Buyer has the legal right, power and authority to enter into this Agreement and all the instruments referenced herein.

9.2.2 All Requisite Actions Taken. All requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transaction contemplated hereby. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

9.2.3 Legal Power. The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

9.2.4 Buyer Inspection. Buyer has undertaken, or by the expiration of the Escrow Period will undertake, all physical inspections and examinations of the Subject Property as Buyer deems necessary or appropriate under the circumstances, including, but not limited to, a review of the environmental condition of the Subject Property, and based on same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own agents and officers, except as expressly set forth in this Agreement. Buyer is fully aware of the historical uses of the Subject Property, including, without limitation, as an operating oil field.

9.2.5 Restricted Warranties. Except as provided in this Agreement, Seller is not making and has not made any warranty or representation, express or implied, with respect to the physical conditions or the fitness for any particular purpose of all or any part of the Subject Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Subject Property or for any other purpose.

9.2.6 Zoning. Buyer will be aware of all zoning regulations, other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Subject Property at the Close of Escrow.

9.2.7 Buyer's Full Review. Buyer has obtained and fully reviewed all documents, materials and other matters which it deems necessary or appropriate with respect to the Subject Property and the transaction contemplated herein.

9.3 Warranties to Survive Delivery of Deed. All warranties, covenants, and other obligations contained herein in shall survive delivery of the Grant Deed.

ARTICLE X.

CLOSING OF ESCROW

10.1 Place of Closing. The place for the Closing of Escrow shall take place at the Escrow Holder's office.

10.2 Close of Escrow. This Escrow shall close on or before the Closing Date unless the Escrow Period has been extended pursuant to the terms of this Agreement or written amendment hereto.

10.3 Delivery of Documents Through Escrow.

10.3.1 Seller's Documents. On the date of Close of Escrow, Seller shall deliver or cause to be delivered to Buyer through Escrow the following:

10.3.1.1 The Grant Deed in the form approved by Buyer.

10.3.1.2 A ALTA Owner's standard coverage policy of title insurance issued by the Title Company in the full amount of the purchase price, insuring title vested in Buyer, subject only to the printed provisions of the policy and the exceptions approved by Buyer under Paragraph 6.1.

10.3.1.3 Possession of the Subject Property, subject to all possessory claims disclosed to and approved or waived by Buyer under this Agreement.

10.3.1.4 A certificate in the form attached as Exhibit "C" or any other documentation required under Section 1445 of the Internal Revenue Code to evidence that Seller is not a "foreign person or entity" within the meaning of the Foreign Investment and Real Property Tax Act of 1980.

10.3.1.5 General Assignment and Bill of Sale. Seller shall deliver to Escrow Holder an assignment and bill of sale ("General Assignment"), duly executed by Seller in the form of, and upon the terms contained in, Exhibit ___ attached hereto and incorporated herein

10.3.2 Buyer's Documents. Buyer shall deliver or cause to be delivered to Seller through Escrow the following:

10.3.2.1 On the Closing Date, the Purchase Price, as determined under Article III, in cash or in immediately available funds, and any amounts owned under Paragraph 3.3.

10.3.3 Prorations and Expenses.

10.3.3.1 Real Property taxes and interest on assessments assumed by Buyer shall all be prorated as of the Closing Date on the basis of a thirty (30) day month. The real property taxes shall be prorated based upon the current tax rate applicable for the period being prorated. Delinquent taxes shall not be prorated, however, and Seller shall pay by the Closing Date all delinquent taxes and any associated interest and penalties, if any. Bonds or assessments of record shall be prorated as of the Closing Date and will be assumed by Buyer, subject to review and approval of the Buyer within ten (10) days of notice thereof.

10.3.3.2 Seller shall pay all costs and expenses of clearing title, preparing, executing, acknowledging, and delivering the Grant Deed, the standard coverage ALTA portion of the title insurance premium (as stated in Paragraph 6.2), and shall pay all transfer taxes. Seller shall pay all recording fees. Buyer shall pay all the title policy costs over and above the standard coverage ALTA policy costs, and all fees and costs resulting from any new financing. Buyer and Seller shall each pay one-half (1/2) of the Escrow fee.

10.3.3.3 Buyer shall deposit in Escrow before the Closing Date the amounts it owes for prorations and expenses; Seller's share of prorations and expenses shall be deducted from sums due Seller at Close of Escrow.

10.4 Broker's Commission. Seller shall pay through Escrow at the Close of Escrow and conditioned on the Close of Escrow brokerage commissions as follows:

(A) to Seller's Broker the sum equal to five percent (5%) of the Final Purchase Price. The commission is payable to CBRE, Inc. as Seller's representative. Buyer has not retained a broker.

whose address is: CBRE, Inc.
2221 Rosecrans Ave, Suite 100
El Segundo California 90245
United States
Rick McGeagh

which amount may be paid through Escrow.

Buyer and Seller hereby acknowledge that no other brokerage commission or finder's fee is payable with regard to this transaction; and the Buyer and Seller each ("Indemnitor" herein) agree to indemnify and hold the other harmless from and against all liability, claims, demand, damages, or costs of any kind arising from or connected with any broker's or finder's fee or commission or charge claimed to be due any person arising from Indemnitor's conduct with respect to this transaction, other than the commissions and finders fees authorized in this Paragraph.

ARTICLE XI.

LIQUIDATED DAMAGES

11.1 Default and Termination.

11.1.1 Default by Buyer: Deposit as Liquidated Damages. IN THE EVENT THE SALE OF THE SUBJECT PROPERTY AS CONTEMPLATED HEREUNDER IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS AGREEMENT SOLELY ON THE PART OF BUYER, THE BUYER'S DEPOSIT SHALL BE PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE THEREFORE, BY PLACING THEIR SIGNATURES BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT (PLUS INTEREST) HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT OF A DEFAULT SOLELY ON THE PART OF BUYER.

Buyer's Initials _____

Seller's Initials _____

11.1.2 Default by Seller.

IF SELLER FAILS TO COMPLETE THE SALE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY MATERIAL DEFAULT OF SELLER (AND NOT DUE TO A FAILURE OF A CONDITION PRECEDENT), BUYER MAY EITHER (I) PROCEED AGAINST

SELLER BY BRINGING AN ACTION FOR SPECIFIC PERFORMANCE UNDER THIS AGREEMENT WITHOUT ANY RIGHT TO SEEK DAMAGES OF ANY KIND OR NATURE, OR (II) TERMINATE THIS AGREEMENT IN WHICH EVENT THE INITIAL DEPOSIT AND ANY ADDITIONAL DEPOSITS SHALL BE RETURNED TO BUYER AND SELLER WILL REIMBURSE BUYER FOR ITS OUT-OF-POCKET COSTS RELATING TO THIS TRANSACTION AND INCURRED AS OF THE DATE OF SELLER'S DEFAULT UP TO A MAXIMUM OF \$200,000.00. BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY BUYER AS A RESULT OF SUCH MATERIAL DEFAULT BY SELLER AND AGREE THAT THE REMEDY SET FORTH IN CLAUSE (II) ABOVE IS A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT SELLER BREACHES THIS AGREEMENT BY MATERIALLY DEFAULTING IN THE COMPLETION OF THE SALE, AND BUYER ELECTS NOT TO EXERCISE THE REMEDY SET FORTH IN CLAUSE (I) ABOVE BUT INSTEAD ELECTS THE REMEDY SET FORTH IN CLAUSE (II) ABOVE, SUCH SUMS SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF BUYER WHICH IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO BUYER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. EXCEPT FOR ATTORNEYS' AND OTHER FEES RECOVERABLE PURSUANT TO SECTION 23 BELOW AND ITS RIGHTS TO BE INDEMNIFIED AS PROVIDED IN THIS AGREEMENT, BUYER AGREES TO AND DOES HEREBY WAIVE ALL OTHER REMEDIES AGAINST SELLER WHICH BUYER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY SELLER.

SELLER'S INITIALS: _____ BUYER'S INITIALS: _____

ARTICLE XII.

RISK OF LOSS

12.1 Condemnation. If before the Closing Date any action or proceeding is commenced for the condemnation or exercise of the rights of eminent domain with respect to the Subject Property or any portion of the Subject Property, or if Seller is notified by the duly authorized officer of a duly empowered condemning authority of the intent to commence such action or proceeding ("Condemnation") and if such Condemnation would materially and adversely affect the use or operation of the Subject Property, have the effect of decreasing the square footage of the buildable area at the Subject Property, or reduce or eliminate access to the Subject Property, then Buyer may either (a) terminate this Agreement, or (b) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price, on the condition that Seller must assign and turn over, and Buyer will be entitled to keep, all awards for the Condemnation that accrue to Seller; provided, however, if any award is rendered specifically to compensate Seller for Seller's lost goodwill, such an award shall belong to Seller. Seller may not negotiate, resist, or stipulate to any Condemnation without Buyer's written consent. Seller must notify Buyer of any notice of Condemnation of all or any portion of the Subject Property within five (5) days after the receipt of such notice, and Buyer must exercise its option(s) as provided in this Section 12.1 within fifteen (15) days after receipt of such notice. If necessary, the Closing Date will be extended to give Buyer the full fifteen (15)-day period to make such election. Notwithstanding the foregoing, if any condemnation action is commenced prior to the Closing Date, Buyer shall have the right to terminate this Agreement and to receive the return of the Deposit, as well as a sum equal to Buyer's out-of-pocket costs incurred in connection with this transaction. Seller hereby waives any right Seller may have to condemn the Subject Property or any portion thereof.

12.2 Damage and Destruction. If before the Closing Date any damage or destruction of the Subject Property, or any portion of it, occurs, then within three (3) days after determination of the amount of the Insurance Proceeds (defined below) to be received with respect to such loss, Buyer must elect, by

written notice to Seller, either to: (a) terminate this Agreement (in which event the Deposit, and all accrued interest thereon, shall forthwith be returned to Buyer and thereupon neither party shall have any further rights or obligations hereunder); or (b) receive an assignment of the Insurance Proceeds with respect to such loss and proceed to Closing without any reduction in the Purchase Price (in which event the Closing shall occur within thirty (30) days after such election). If Buyer shall fail to provide such written notice of election within ten (10) days after determination of the amount of the Insurance Proceeds to be received with respect to such loss, then Buyer shall be deemed to have elected to terminate this Agreement. As used herein, "Insurance Proceeds" means the proceeds from any and all insurance maintained by Seller with respect to the Subject Property and/or to such loss, including without limitation fire and casualty and liability insurance.

ARTICLE XIII.

GENERAL PROVISIONS

13.1 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

13.2 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

13.3 No Obligations to Third Parties. Except as otherwise provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

13.4 Exhibits and Schedules. The Exhibits and Schedules, if any, attached hereto and referred to herein are hereby incorporated herein by this reference.

13.5 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

13.6 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

13.7 Confidentiality of Transaction. All notices and publication to third parties and all other publicity concerning the transaction contemplated in this Agreement shall be jointly planned and coordinated by and between Buyer and Seller. None of the parties shall act unilaterally in this regard without the prior written approval of the others; however, this approval shall not be unreasonably withheld. All information, documents, materials, matters, negotiations, tests, reports, opinions, Purchase Price, broker's commissions and other matters shared with the other party under the terms of this Agreement shall remain confidential, except as provided by law.

13.8 Attorney's Fees. In the event either Buyer or Seller brings any suit or other proceeding with respect to the subject matter or enforcement of this Agreement, the prevailing party (as determined by the court, agency, other authority, or reference judge before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover attorneys' fees, expenses and costs of investigation as actually incurred (including, without limitation, attorneys' fees, expenses and costs of investigation in appellate proceedings, costs incurred in establishing the right of indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code of the United States of America.).

13.9 Time of the Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

13.10 Entire Agreement. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

13.11 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, telegraphed, delivered or sent by telex, telecopy or cable and shall be deemed received upon the earlier of (1) if personally delivered, the date of delivery to the address of the person to receive such notice, (2) if mailed, five (5) business days after the date of posting by the United States post office, (3) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (4) if given by telex or telecopy, when sent. Any notice, request, demand, direction or other communication sent by cable, telex or telecopy must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing.

To Buyer: PDC LA/SD LLC
20411 SW Birch Street, Suite 200
Newport Beach, California 92660
Attention: Mark D. Payne
Telephone: (949) 296- 2945
Facsimile: (916) 669- 4841
Email: mpayne@panattoni.com

With a copy to: CVM Law Group, LLP
20411 SW Birch Street, Suite 200
Newport Beach, California 92660
Attention: Fredric I. Albert
Telephone: (949) 296-2992
Facsimile: (916) 669-4860
Email: falbert@cvmllaw.com

To Seller: Mr. Thaddeus McCormack
City Manager
Successor Agency to the Community Development
Commission/Redevelopment
Agency of the City of Santa Fe Springs
11710 Telegraph Rd.
Santa Fe Springs, CA 90670
Telephone: 562-868-0511
Facsimile: 562-868-7112
Email: ThaddeusMcCormack@santafesprings.org

With a copy to: Mr. Steven N. Skolnik, Esq.
14570 Gallaudet Place
Pacific Palisades, CA 90272
Telephone: 310-459-3418
Facsimile: 310-606-2775
Email: sskolniklaw@gmail.com

Mr. Stephen Carlson
McGranahan Carlson & Company
8212 Billowvista Dr

Playa del Rey, CA 90293
Email: carlson@mcandc.com

To Escrow Holder and
Title Company: First American Title Insurance Company
3281 Guasti Road, Suite 400
Ontario, California 91761
Attention: Kelly Simoneau
Email: ksimoneau@firstam.com

With a copy to: First American Title Insurance Company
3281 Guasti Road, Suite 400
Ontario, California 91761
Attention: Greg Franke
Email: gfranke@firstam.com

13.12 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

13.13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

13.15 Assignment. This Agreement shall not be assigned by any party hereto to any person or entity without the express written consent of Seller; provided, however, that Buyer may assign the Agreement without Seller's consent as follows: (a) to a California qualified business entity that is formed for the purpose of carrying out the Project and for which Buyer is a member or the manager or affiliated with; or (b) for the sale or transfer of 50% or more of ownership or control interest between members of the same family; or transfers to a trust, testamentary or otherwise, in which the beneficiaries consist of solely of members of the trustor's family; or transfers to a corporation or partnership or other legal entity in which the members of the transferor's family have a controlling majority interest of 51% or more; or (c) for the sale or transfer to an end user and/or to a tenant so long as Buyer or its affiliate remains the developer of the Property; or (d) or to any entity under common control with Buyer, or over which Buyer owns a majority interest or has an ownership interest and management or operational control. In the event of an assignment of Buyer's interests under this Agreement, the assignee shall agree in writing to assume and be bound by the terms and provisions hereof. Until the Closing, any assignment will not release Buyer from any of its obligations hereunder

14. Nondiscrimination

14.1 Buyer covenants and agrees for itself, its successors, its assigns, and every successor-in-interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, national origin, sex, ancestry, age or marital status in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Subject Property nor shall Buyer himself or any person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases, or vendees of the Subject Property.

14.2. Buyer shall refrain from restricting the rental, sale, or lease of the Subject Property on the basis of race, color, creed, ancestry, sex, marital status, national origin, or age of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation of any person or group of persons on account of race, color, creed, national origin, sex, marital status, age, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessee, subtenants, subleases, or vendees in the land herein conveyed. The foregoing covenants shall run the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there be no discrimination against or segregation of any person or group of persons, on account of age, race, color, creed, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subleases, subtenants, or vendees in the land herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of any persons, or group of persons, on account of race, color, creed, age, national origin, sex, marital status, or ancestry in the sale, lease, sublease, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, subleases, or vendees of the land."

14.3. The covenants contained in Section 14.1 and 14.2 above, shall, without regard to technical classification and designation, be binding for the benefit and in favor of Commission its successors and assigns, and any successor in interest to the Property or any part thereof in perpetuity.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first-above written.

“Buyer”

PDC LA/SD LLC,
a Delaware limited liability company

By: _____
Mark D. Payne
Local Partner

“Seller”

**SUCCESSOR AGENCY TO THE COMMUNITY
DEVELOPMENT COMMISSION/REDEVELOPMENT
AGENCY OF THE CITY OF SANTA FE SPRINGS**

By: _____
Name: _____
Its: _____

Acceptance by Escrow Holder:

First American Title Insurance Company hereby acknowledges that it has received a fully executed counterpart of the foregoing Purchase and Sale Agreement and agrees to act as Escrow Holder there under and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____

By: _____

Its: _____

LIST OF EXHIBITS
(To Follow)

- Exhibit "A" Subject Property Description;
- Exhibit "A-1" Subject Property Plot Plan;
- Exhibit "B" Escrow Holder's Standard Form Escrow Instructions;
- Exhibit "C" Transferor's Certification of Non-Foreign Status;
- Exhibit "D" Environmental Reports;

Exhibit "A"

Subject Property Description

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 29 AND 30 IN BLOCK 46 OF SANTA FE SPRINGS, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 26 PAGES 37 TO 40 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE EAST HALF OF VACATED ALLEY ADJOINING SAID LOTS 1, 2, 3, 4, 5 AND 6 ON THE WEST AND THAT PORTION OF THE WEST HALF OF THE VACATED ALLEY ADJOINING SAID LOTS 29 AND 30 ON THE EAST, TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF FIRST STREET ADJOINING SAID LOTS 1 AND 30 ON THE NORTH.

EXCEPT FROM SAID LOTS 1, 5 AND 6, ALL OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN, ON AND UNDER SAID LAND AS SET OUT IN THAT CERTAIN GRANT DEED, RECORDED MARCH 4, 1980 AS INSTRUMENT NO. 80-216991, OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

ALSO EXCEPT FROM SAID LOT 29, ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND, LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, IN FAVOR OF LEON BEAUMON, BY DEED RECORDED FEBRUARY 9, 1981 AS INSTRUMENT NO. 81-144399, OF OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO SANTA FE ENERGY COMPANY, ITS SUCCESSORS OR ASSIGNS, ALL MINERALS WHATSOEVER, PETROLEUM, OIL, ASPHALTUM, GAS AND/OR HYDROCARBON SUBSTANCES, INCLUDING, BUT NOT LIMITED TO, HELIUM AND CARBON DIOXIDE, WITHIN OR UNDERLYING THE HERETOFORE DESCRIBED REAL PROPERTY, AT A DEPTH OF MORE THAN 500 FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT OF PROSPECTING, DRILLING, REDRILLING, MINING, PRODUCING AND/OR REMOVING THE SAME THEREFROM AND THEREUNDER; PROVIDED THAT EXCEPT AS SET FORTH IN THAT CERTAIN MINERAL RESERVATION AGREEMENT DATED DECEMBER 27, 1989, AND RECORDED DECEMBER 28, 1989 AS INSTRUMENT NO. 89-2087140, OFFICIAL RECORDS, IN THE LOS ANGELES COUNTY RECORDER'S OFFICE, SANTA FE ENERGY COMPANY, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE NO-RIGHT OF SURFACE ENTRY NOR RIGHT TO DISTURB THE SURFACE OF SAID REAL PROPERTY NOR OTHER RIGHT TO ENTER AT ANY POINT ON SAID REAL PROPERTY WITHIN 500 FEET BELOW THE SURFACE THEREOF FOR ANY PURPOSE, WHETHER TO EXPLORE, TO EXTRACT AND/OR REMOVE SAID OIL, GAS AND/OR HYDROCARBON OR MINERAL SUBSTANCES OR OTHERWISE.

PARCEL 2:

LOTS 18, 19, 20, 21, 22, 23, 24 AND 25 OF TRACT NO. 17977, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 549 PAGES 21, 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE NORTH HALF OF FIRST STREET, ADJOINING SAID LOTS 22, 24 AND 25 ON THE SOUTH; TOGETHER WITH THE SOUTH HALF OF FIRST STREET, ADJOINING SAID LOT 20 ON THE NORTH; TOGETHER WITH THE 20.00 FOOT ALLEY, ADJOINING SAID LOT 22 ON THE EAST; TOGETHER WITH THE 20.00 FOOT ALLEY, ADJOINING SAID LOT 25 ON THE WEST; TOGETHER WITH THE 20.00 FOOT ALLEY, ADJOINING SAID LOT 23 ON THE SOUTH; TOGETHER WITH THE 20.00 FOOT ALLEY, ADJOINING SAID LOT 19 ON THE NORTH; TOGETHER WITH THE EAST HALF OF THE 20.00 FOOT ALLEY, ADJOINING SAID LOTS 19 AND 20 ON THE WEST; TOGETHER WITH THE WEST HALF OF THE 20.00 FOOT ALLEY, ADJOINING SAID LOT 21 ON THE EAST; TOGETHER WITH THE WEST HALF OF THE 20.00 FOOT ALLEY, ADJOINING SAID LOTS 19 AND 20 ON THE EAST AND THE EAST HALF OF A 20.00 FOOT ALLEY, ADJOINING SAID LOT 18 ON THE WEST.

EXHIBIT A
(Continued)

ALSO EXCEPTING AND RESERVING UNTO SANTA FE ENERGY COMPANY, ITS SUCCESSORS OR ASSIGNS, ALL MINERAL WHATSOEVER, PETROLEUM, OIL, ASPHALTUM, GAS AND/OR HYDROCARBON SUBSTANCES, INCLUDING, BUT NOT LIMITED TO, HELIUM AND CARBON DIOXIDE, WITHIN OR UNDERLYING THE HERETOFORE DESCRIBED REAL PROPERTY, AT A DEPTH OF MORE THAN 500 FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT OF PROSPECTING, DRILLING, REDRILLING, MINING, PRODUCING AND/OR REMOVING THE SAME THEREFROM AND THEREUNDER; PROVIDED THAT EXCEPT AS SET FORTH IN THAT CERTAIN MINERAL RESERVATION AGREEMENT DATED DECEMBER 27, 1989, AND RECORDED DECEMBER 28, 1989 AS INSTRUMENT NO. 89-2087140, OFFICIAL RECORDS, IN THE LOS ANGELES COUNTY RECORDER'S OFFICE, SANTA FE ENERGY COMPANY, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE NO RIGHT OF SURFACE ENTRY NOR RIGHT TO DISTURB THE SURFACE OF SAID REAL PROPERTY NOR OTHER RIGHT TO ENTER AT ANY POINT ON SAID REAL PROPERTY WITHIN 500 FEET BELOW THE SURFACE THEREOF FOR ANY PURPOSE, WHETHER TO EXPLORE, TO EXTRACT AND/OR REMOVE SAID OIL, GAS AND/OR HYDROCARBON OR MINERAL SUBSTANCES OR OTHERWISE.

PARCEL 3:

LOTS 7, 8, 9, 10 AND 11 OF TRACT NO. 5326, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58 PAGES 56 AND 57 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LOTS 8 AND 11, ALL OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN, ON AND UNDER SAID LAND, AS SET OUT IN THAT CERTAIN GRANT DEED, RECORDED MARCH 4, 1980 AS INSTRUMENT NO. 80-216991, OF OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO SANTA FE ENERGY COMPANY, ITS SUCCESSORS OR ASSIGNS, ALL MINERALS WHATSOEVER, PETROLEUM, OIL, ASPHALTUM, GAS AND/OR HYDROCARBON SUBSTANCES, INCLUDING, BUT NOT LIMITED TO, HELIUM AND CARBON DIOXIDE, WITHIN OR UNDERLYING THE HERETOFORE DESCRIBED REAL PROPERTY, AT A DEPTH OF MORE THAN 500 FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT OF PROSPECTING, DRILLING, REDRILLING, MINING, PRODUCING AND/OR REMOVING THE SAME THEREFROM AND THEREUNDER; PROVIDED THAT EXCEPT AS SET FORTH IN THAT CERTAIN MINERAL RESERVATION AGREEMENT DATED DECEMBER 27, 1989, AND RECORDED DECEMBER 28, 1989 AS INSTRUMENT NO. 89-2087140, OFFICIAL RECORDS, IN THE LOS ANGELES COUNTY RECORDER'S OFFICE, SANTA FE ENERGY COMPANY, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE NO RIGHT OF SURFACE ENTRY NOR RIGHT TO DISTURB THE SURFACE OF SAID REAL PROPERTY NOR OTHER RIGHT TO ENTER AT ANY POINT ON SAID REAL PROPERTY WITHIN 500 FEET BELOW THE SURFACE THEREOF FOR ANY PURPOSE, WHETHER TO EXPLORE, TO EXTRACT AND/OR REMOVE SAID OIL, GAS AND/OR HYDROCARBON OR MINERAL SUBSTANCES OR OTHERWISE.

PARCEL 4:

THAT PORTION OF ROMANDEL AVENUE, 60 FEET WIDE, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES; STATE OF CALIFORNIA, AS SHOWN ON MAP OF TRACT NO. 17977, AS PER MAP RECORDED IN BOOK 549 PAGES 21 TO 23 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING BETWEEN THE SOUTHERLY BOUNDARY LINE OF THE LINE OF THE LAND DESCRIBED AS PARCEL XIII IN EXHIBIT "A" OF THAT CERTAIN RESOLUTION NO. 4243, RECORDED JULY 18, 1979 AS INSTRUMENT NO. 79-788602, OF OFFICIAL RECORDS OF SAID COUNTY, AND THE WESTERLY PROLONGATION OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 30 FEET, MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF LOT 22 OF SAID TRACT NO. 17977.

EXHIBIT A
(Continued)

EXCEPT FROM A PORTION OF SAID LAND, ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID. LAND, LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, IN FAVOR OF LEON BEAUMON, BY DEED RECORDED MARCH 17, 1980 AS INSTRUMENT NO. 80-265102, OF OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO SANTA FE ENERGY COMPANY, ITS SUCCESSORS OR ASSIGNS, ALL MINERALS WHATSOEVER, PETROLEUM, OIL, ASPHALTUM, GAS AND/OR HYDROCARBON SUBSTANCES, INCLUDING, BUT NOT LIMITED TO, HELIUM AND CARBON DIOXIDE, WITHIN OR UNDERLYING THE HERETOFORE DESCRIBED REAL PROPERTY, AT A DEPTH OF MORE THAN 500 FEET BELOW THE SURFACE TOGETHER WITH THE RIGHT OF PROSPECTING, DRILLING, REDRILLING, MINING, PRODUCING AND/OR REMOVING THE SAME THEREFROM AND THEREUNDER; PROVIDED THAT EXCEPT AS SET FORTH IN THAT CERTAIN MINERAL RESERVATION AGREEMENT DATED DECEMBER 27, 1989, AND RECORDED DECEMBER 28, 1989 AS INSTRUMENT NO. 89-2087140, OFFICIAL RECORDS, IN THE LOS ANGELES COUNTY RECORDER'S OFFICE, SANTA FE ENERGY COMPANY, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE NO RIGHT OF SURFACE ENTRY NOR RIGHT TO DISTURB THE SURFACE OF SAID REAL PROPERTY NOR OTHER RIGHT TO ENTER AT ANY POINT ON SAID REAL PROPERTY WITHIN 500 FEET BELOW THE SURFACE THEREOF FOR ANY PURPOSE, WHETHER TO EXPLORE, TO EXTRACT AND/OR REMOVE SAID OIL, GAS AND/OR HYDROCARBON OR MINERAL SUBSTANCES OR OTHERWISE.

APN: 8011-003-955 THROUGH 979

Exhibit "A-1"

Subject Property Plot Plan

Easements affecting the subject property per PTR 34211-x49, dated 1/28/2015:

Item No. 5

For: utility

Recorded: 79-788602 o.r.

Affects: [REDACTED]

Item No. 6

For: utility

Recorded: 79-788602

Affects: [REDACTED]

Item No. 7

For: street & utility

Recorded: 79-952555 o.r.

Affects: [REDACTED]

Item No. 8

For: utility

Recorded: 79-952559 o.r.

Affects: [REDACTED]

Item No. 9

For: utility

Recorded: 79-952560 o.r.

Affects: [REDACTED]

Item No. 10

For: street & utility

Recorded: 79-952563 o.r.

Affects: [REDACTED]

This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, Chicago Title Company assumes no liability for any loss occurring by reason of reliance thereon.

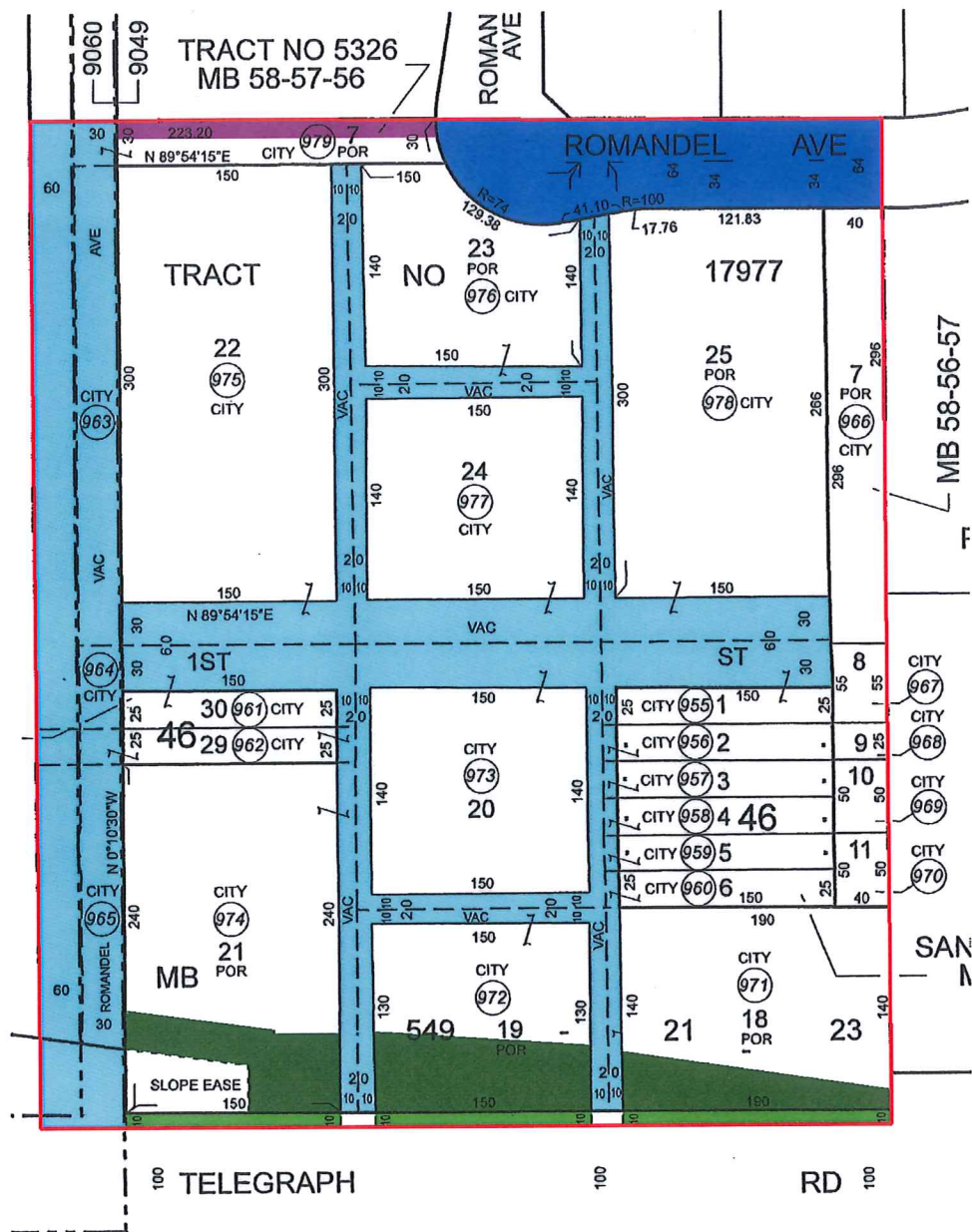


Exhibit "A-1"

Exhibit "B"

Escrow Holder's Standard Form Escrow Instructions

To be provided by First American Title Insurance Company.

Exhibit "C"

Transferor's Certification of Non-Foreign Status

Notice to Buyers and Sellers Regarding the Foreign
Investment in Real Property Tax Act (FIRPTA)

In sales transactions, Internal Revenue Code Section 1446 requires buyers to withhold and pay over to the IRS 10% of the gross sales price within 10 days of the date of any sale unless the buyers can adequately establish that the sellers are not foreigners, generally by having the sellers sign a Non-Foreign Seller Certificate. Note that depending on the structure of the transaction, the tax withholding liability can exceed the net cash proceeds to be paid to the sellers at closing. CBRE, INC. is not qualified to provide or to determine whether any advisor is qualified to provide tax or legal advice. Consult the tax and legal experts of your choice.

SELLER'S CERTIFICATE

(To be executed only if the seller is not a foreign person or entity)

Property: _____

The undersigned hereby certifies:

1. The names, addresses and United States taxpayer identification numbers of all of the owners of the above Property are as follows (attach addendum if more space is needed):

SELLER'S NAME

US. TAX I.D. NUMBER
(Or, Social Security Number)

ADDRESS
(If the seller is an individual, the individual's
home address must be used)

There is no other person or entity who has an ownership interest in the Property.

2. None of the owners of the Property are nonresident aliens for purposes of U.S. income taxation or, if seller is an entity, it is not a foreign corporation, foreign partnership, foreign trust, or foreign estate, as such terms are defined in the Internal Revenue Code and regulations thereto.
3. I (we) understand that the buyer of the Property intends to rely on the foregoing representations in connection with the Foreign Investment in Real Property Tax Act and that this certification may be disclosed to the Internal Revenue Service.

The undersigned hereby declare under penalty of perjury that the foregoing is true and correct.

Date:	_____	Date:	_____
Seller:	_____	Seller:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement of the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.

Exhibit "D"

Environmental Reports

To be provided by Seller with Due Diligence Materials.



**MINUTES OF THE MEETINGS OF THE
PUBLIC FINANCING AUTHORITY,
WATER UTILITY AUTHORITY,
HOUSING SUCCESSOR, SUCCESSOR AGENCY
AND CITY COUNCIL**

JANUARY 28, 2016

1. **CALL TO ORDER**
2. **ROLL CALL**

Members Present: Councilmembers/Directors, Sarno, Trujillo, Mayor Pro Tem/ Vice Chair Rounds, Zamora and Mayor Moore.

Members Absent: None

Staff 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, Assistant City Manager/Director of Finance; Mike Crook, Fire Chief; Wayne Morrell, Director of Planning; Joseph Rodriguez, Public Works

PUBLIC FINANCING AUTHORITY

3. **CONSENT AGENDA**

Approval of Minutes

- a. Minutes of the December 22, 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.

Upon motion by Councilmember Trujillo, seconded by Councilmember Sarno, Item 3a and 3b, were approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nayes: None

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

Approval of Minutes

- a. Minutes of the December 22, 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.

Upon motion by Councilmember Sarno, seconded by Councilmember Trujillo, Item 4a, 4b, and 4c were approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nayes: None

HOUSING SUCCESSOR / SUCCESSOR AGENCY

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

CITY COUNCIL

5. CITY MANAGER REPORT

City Manager Thaddeus McCormack reported; Lolita's located at Heritage Park has changed their name to "Tepeyac at Heritage Park". Mr. McCormack informed Council, he will be attending the League of California Cities 2016 City Manager's Department Meeting in Indian Wells on February 3rd – 5th.

6. CONSENT AGENDA

Approval of Minutes

- a. Minutes of the December 22, 2015 City Council Meeting

Recommendation: That the City Council approve the minutes of the

December 22, 2015 meeting as submitted.

Upon motion by Councilmember Sarno, seconded by Councilmember Rounds, Item 6a, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

PUBLIC HEARINGS

7. Resolution No. 9501– Approval of the City’s Community Development Block Grant (CDBG) Program for Fiscal Year 2016-17.

Recommendation: That the City Council:

- That the Mayor open the Public Hearing and hear from anyone wishing to speak on this matter.
- That the City Council adopt Resolution No. 9501 approving the allocation of the City’s FY 2016-17 CDBG funding for the Teen Program and for a Fire Command Vehicle.
- That the City Council authorize staff to transmit the required documents to the Los Angeles Community Development Commission (LACDC), including documents for any unallocated funding for the above two (2) projects if it becomes available in the future.

Upon motion by Councilmember Zamora, seconded by Councilmember Sarno, Item 7, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

NEW BUSINESS

8. Introduction of City Budget Process and Council Budget priorities setting.

Recommendation: That the City Council:

- Complete the Council Budget Priority Survey and return to the City Clerk.
- Identify the budget policy areas outlines in the body of this report for incorporation into the Budget Development process.

Upon motion by Councilmember Rounds, seconded by Councilmember Zamora, Item 8, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

ORDINANCE FOR PASSAGE

9. Ordinance No. 1068 – An Ordinance of the City Council of the City of Santa Fe Springs clarifying and imposing an express ban on marijuana cultivation/propagation, product labeling, storing, processing, transporting,

delivery, sales/barters, dispensaries and cooperatives and testing laboratories in the City.

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1068, An Ordinance of the City Council of the City of Santa Fe Springs clarifying and imposing an express ban on marijuana cultivation/propagation, product labeling, storing, processing, transporting, delivery, sales/barters, dispensaries and cooperatives and testing laboratories in the City.

Steve Skolnik, City Attorney stated Ordinance No. 1068, clarifies and imposes a ban on Marijuana Cultivation/Propagation, product labeling, storing, processing, transporting, delivery sales/barters, dispensaries and cooperatives and testing laboratories in the City and that this does not prevent qualified patients to the right to use.

Hazel Morales, Cynthia Morales, Doris Dialog, and Amber Moreno all spoke in opposition of Ordinance No. 1068.

Upon motion by Councilmember Sarno, seconded by Councilmember Rounds, Item 9, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

ORDINANCE FOR PASSAGE

10. Ordinance No. 1069 – An Ordinance of the City of Santa Fe Springs adopting Development Agreement No. 01-2016, by and between the City of Santa Fe Springs and Bulletin Displays, LLC, a Limited Liability Company.

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1069, an ordinance of the City of Santa Fe Springs adopting a Development Agreement (Development Agreement No. 01-2016) by and between the City of Santa Fe Springs and Bulletin Displays, LLC, a Limited Liability Company.

Upon motion by Councilmember Rounds, seconded by Councilmember Sarno, Item 10, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

11. Authorize the purchase of the following vehicles from Downtown Ford Sales: one (1) 2016 Ford CMAX Hybrid, one (1) 2016 Ford F250 Supercab, and one (1) 2-16 Ford Transit Passenger Wagon.

Recommendation: That the City Council:

- Authorize Director of Purchasing Services to purchase the following vehicles from Downtown Ford Sales through State of California Cooperative Purchasing Contracts: (1-14-23-10A, 1-14-23-20A, and 1-14-

23-23A) one (1) 2016 Ford CMAX Hybrid, one (1) 2016 Ford F250 Supercab, and one (1) 2016 Ford Transit Passenger Wagon.

- Authorize a purchase order to be issued in the amount of \$88,925.37 for this transaction.

Upon motion by Councilmember Rounds, seconded by Councilmember Zamora, Item 11, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

12. Authorize the purchase of five (5) 2016 Ford Police Interceptor Vehicles from Downtown Ford Sales.

Recommendation: That the City Council:

- Authorize the Director of Purchasing Services to purchase five (5) 2016 Ford Police Interceptor Utility vehicles from Downtown Ford Sales utilizing the City of Sacramento Contract (No. B13131311025).
- Authorize a purchase order to be issued in the amount of \$177,338.64 for this transaction.

Upon motion by Councilmember Rounds, seconded by Councilmember Zamora, Item 12, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

13. Consideration of the City's Comprehensive Annual Financial Report (CAFR) for the FY ending June 30, 2015.

Recommendation: That the City Council:

- Receive and file the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2015
- Approve amendments to the FY 2015-16 budget to transfer General Fund fund balance assignments as recommended by the Council Audit Subcommittee.

Upon motion by Councilmember Zamora, seconded by Councilmember Trujillo, Item 13, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nays: None

14. Acceptance of State Homeland Security Grant Program (SSGP) Funds for the purchase of Self Contained Breathing Apparatus (SCBA).

Recommendation: That the City Council:

- Accept State Homeland Security Grant (SHSGP) funds in the amount of \$86,748.74.
- Authorize the trade-in and upgrade of sixty-two (62) Self-Contained

Breathing Apparatus (SCBA) and the purchase of related equipment from L.N. Curtis & Sons.

Upon motion by Councilmember Rounds, seconded by Councilmember Trujillo, Item 14, was approved by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds and Moore

Nayes: None

RECESS

Mayor Moore declared a recess at 7:10 p.m.

RECONVENE

Mayor Moore reconvened the meeting at 7:10 p.m.

15. INVOCATION

Councilmember Zamora presented the invocation.

16. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by the Youth Leadership Committee.

17. INTRODUCTIONS

No Representatives from the Chamber of Commerce were in attendance.

18. ANNOUNCEMENTS

Marlene Curtis introduced Tony Leon Guerrero the San Francisco 49ers Youth Football Coordinator.

19. PRESENTATIONS

- a. Presented FY 2013-2014 Certificate of Achievement for Excellence in Financial Reporting (CAFR Award) to the City Council.
- b. Recognized Winners of the Santa Fe Springs Home Christmas Decorating Contest.
- c. Presented Proclamation, proclaiming the month of February, as *American Heart Health Month*.

20. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

No committee appointments made.

21. ORAL COMMUNICATIONS

There were no speakers for Oral communications

22. EXECUTIVE TEAM REPORTS

- Frank Beach reported on the following projects: scoreboard at the Activity Center; exterior painting at Activity Center; SCE steel pole work; Aquatic

Center – column demolition and picnic area.

- Wayne Morrel reported on the demolition of Norwalk Blvd., of 8,000 sq. feet at McMaster Center.
- Dino Torres announced March 9th as Charge Day of Science.
- Jose Gomez reported Rich Kauchi is in the middle of focus group meetings and audit subcommittees.
- Fire Chief Crook reported on the LA County Regional Training group and provided a slideshow on apparatus videos.
- Maricela Balderas reported the City received CPRS Award and awarded 2015 P & R Award of Excellence for the “Art Fest”
- Council Members reported on activities during the holidays, and extended holiday wishes to the staff and residents of the city.

23. At 7:50 p.m., Mayor Moore adjourned the City Council meeting.

ATTEST:

Richard J. Moore, Mayor

Sylvia M. Bermudez
City Clerk

Date



PUBLIC HEARING

Conduct a Public Hearing on Weed Abatement

RECOMMENDATION

That the City Council conduct a Public Hearing on Weed Abatement and direct the Agricultural Commissioner to abate the nuisance by having weeds, rubbish and refuse removed.

BACKGROUND

On February 11, 2016, the City Council adopted Resolution No. 9502 declaring weeds to be a public nuisance on certain properties that had been inspected and found to contain a growth of weeds or to contain flammable rubbish. A list of the parcels is attached.

The date of Thursday, February 25, 2016, at 6:00 p.m. was set for a Public Hearing of protests to abatement of weeds. Proper notices and postings in accordance with the Government Code have been made and the hearing of protests should be conducted. At this time, it would be appropriate for the Mayor to conduct the Public Hearing and hear from any person (s) who would like to address the City Council.

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

Thaddeus McCormack
City Manager

Attachments:

Resolution No. 9502

Parcel List

RESOLUTION NO. 9502

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DECLARING THAT WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DELARING ITS INTENTION TO PROVIDE FOR THE ABTEMENT THEREOF.

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

BE IT RESOLVED THAT, pursuant to the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2 of the California Government Code, Sections 39560 to 39588, inclusive, and evidence received by it, the City Council of the City of Santa Fe Springs specifically finds:

Section 1: That the weeds, brush or rubbish growing upon the streets, sidewalks, or private property in the City attain such large growth as to become, when dry, a fire menace to adjacent improved property, or which are otherwise noxious, dangerous or a public nuisance.

Section 2: That the presence of dry grass, stubble, refuse, or other flammable materials are conditions which endanger the public safety by creating a fire hazard.

Section 3: That by reason of the foregoing fact, the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property, constitute a seasonal and recurrent public nuisance and should be abated as such.

Section 4: That the private property, together with the streets and sidewalks in front of same herein referred to, is more particularly described as follows, to-wit: That certain property described in attached list hereto and by this reference made a part hereof as though set forth in full at this point.

BE IT THEREFORE RESOLVED, pursuant to the findings of fact, by this Council heretofore made, that the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material in and upon and in front of the real property hereinbefore described constitute and are hereby declared to be a seasonal and recurrent public nuisance which should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds, brush, dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail and said notice shall be substantially in the following form, to-wit.

**NOTICE TO DESTROY WEEDS,
REMOVE BRUSH, RUBBISH, AND REFUSE**

Notice is hereby given that on February 11, 2016, the City Council of the City of Santa Fe Springs passed or will pass a resolution declaring that noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush and chaparral or rubbish and refuse were growing or occurring upon or in front of said property or certain streets in said city or unincorporated area of the County of Los Angeles, and more particularly described in the resolution, and that they constitute a public nuisance which must be abated by the removal of said noxious or dangerous vegetation, rubbish and refuse. The resolution further declares that, if not abated, the vegetation and/or rubbish and refuse may be removed and the nuisance abated by county authorities in which case the cost of removal shall be assessed upon the land from or in front of which the noxious or dangerous assessment against such lots or lands. Reference is hereby made to said resolution for further particulars. In addition, the Board of Supervisors of the County of Los Angeles authorized and directed the Agricultural Commissioner to recover its costs of details. All property owners having any objections to the proposed removal of noxious or dangerous vegetation, rubbish and refuse and the recovery of inspection costs, are hereby notified that they may attend a hearing of the City Council of said City to be held at 11710 E. Telegraph Rd., Santa Fe Springs CA 90670, in the Council Chambers on February 25, 2016 at 6:00 p.m. where their objection will be heard and given due consideration. If the property owner does not want to present objections to the proposed removal of the noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse or the recovery of inspection costs, the owner need not appear at the above mentioned hearing.

Sylvia M. Bermudez
City Clerk
City of Santa Fe Springs

BE IT THEREFORE RESOLVED, that the Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspections. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

BE IT FURTHER RESOLVED THAT on the 25th day of February, 2016, at the hour of 6:00 p.m. of said day is the day and hour, and the Council Chambers of the City Council of the City of Santa Fe Springs is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and give due consideration; and,

BE IT RESOLVED THAT the notices to destroy weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to February 25, 2016.

PASSED and ADOPTED this 11th day of February 2016, by the following roll call vote:

AYES: SARNO, TRUJILLO, ZAMORA, ROUNDS
NOES: NONE
ABSENT: MOORE
ABSTAIN: NONE

Richard J. Moore, Mayor

ATTEST:

Sylvia M. Bermudez,
City Clerk



City of Santa Fe Springs

City Council Meeting

February 25, 2016

NEW BUSINESS

Heritage Park Perimeter Fence Repair – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Accept the bids; and
2. Award a contract to Quality Fence Co., Inc. of Paramount, California in the amount of \$137,464.00

BACKGROUND

The City Council, at their meeting of December 22, 2015, authorized the City Engineer to advertise for construction bids.

Bids were opened on February 2, 2016 and a total of two (2) bids were received. The low bidder for the project is Quality Fence Co., Inc. of Paramount, California in the amount of \$137,464.00. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
Quality Fence Co., Inc.	\$137,464.00
*Izurieta Fence Company Inc.	Non-Responsive

*Izurieta Fence Company Inc. did not submit Addendum No.1 with the bid proposal; therefore, the bid was deemed Non-Responsive.

The bid submitted by Quality Fence Co., Inc is approximately 1.81% less than the Engineer's Construction Cost Estimate of \$140,000.

The Department of Public Works has reviewed the bids and has determined the bid submitted by Quality Fence Co., Inc is the lowest responsive and responsible bidder.

FISCAL IMPACT

The Heritage Park Perimeter Fence Repair is fully funded through the Bond Capital Improvement Project Fund.

INFRASTRUCTURE IMPACT

The project will reduce annual maintenance cost.


Thaddeus McCormack
City Manager

Attachment:
Contract Agreement

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

Date of Report: February 19, 2016

ITEM NO. 9

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**HERITAGE PARK
PERIMETER FENCE REPAIR**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 25th day of February 2016, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and Quality Fence Co., Inc. as CONTRACTOR in the amount of \$137,464.00.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

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

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

By: _____
CONTRACTOR

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Santa Fe Springs

City Council Meeting

February 25, 2016

NEW BUSINESS

Resolution No. 9503 – Board Member Appointment to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

RECOMMENDATION

That City Council adopt Resolution No. 9503 appointing Noe Negrete to serve as the primary Board Member and Frank Beach, Robert Garcia and Sarina Morales-Choate to serve as alternate Board Members representing the City of Santa Fe Springs with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

BACKGROUND

In 2007 the City Council authorized the City's participation in the Los Angeles Gateway Cities Integrated Regional Water Management Joint Powers Authority (GWMA). The GWMA was created to promote regional solutions to water issues and has been very successful in securing State and Federal funding for water quality related improvements.

In recent discussions and in an effort to provide more flexibility at the City level, the GWMA Board approved a change of it's bylaws to eliminate the use of proxies and allow member agencies to appoint up to three (3) alternate Board Members by Resolution.

The current City Council's appointed Board Members representing the City are Noe Negrete, Director of Public Works (Alternate) and Frank Beach, Utility Services Manager (Primary). At this time two additional alternates are proposed to be appointed: Robert Garcia, Associate Engineer and Sarina Morales-Choate, Civil Engineering Assistant.

FISCAL IMPACT

There is no fiscal impact for this action. Board representatives do not receive stipends.

INFRASTRUCTURE IMPACT

There is no infrastructure impact for this action.


Thaddeus McCormack
City Manager

Attachments:
Resolution No. 9503

Report Submitted By:

Noe Negrete, Director
Department of Public Works



Date of Report: February 19, 2016

ITEM NO. 10



RESOLUTION NO. 9503

A RESOLUTION OF THE CITY OF SANTA FE SPRINGS APPOINTING A MEMBER AND ALTERNATES TO THE GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY GOVERNING BOARD

WHEREAS, the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority (GWMA) was formed in 2007 in response to the passage of two voter approved water bonds; Proposition 50, passed in 2002 and Proposition 84, passed in 2006; and

WHEREAS, the City of Santa Fe Springs is a member of the GWMA; and

WHEREAS, under the GWMA Joint Powers Agreement, each member agency shall appoint one Member and one Alternate Member to the Governing Board and under the GWMA Bylaws may appoint three additional Alternate Members; and

WHEREAS, pursuant to the GWMA Bylaws the Member and Alternate Members appointed by this resolution shall hold office until September 30, 2017.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Noe Negrete is appointed to serve as the GWMA Board Member representing the City of Santa Fe Springs.
2. Frank Beach, Robert Garcia and Sarina Morales-Choate are appointed to serve as alternate Board Members representing the City of Santa Fe Springs.

PASSED, APPROVED, AND ADOPTED at the Regular Council Meeting of the City of Santa Fe Springs on this 25th day of February 2016 by the following vote:

AYES:

NOES:

ABSENT:

RICHARD J. MOORE, MAYOR

ATTEST:

SYLVIA M. BERMUDEZ
CITY CLERK



City of Santa Fe Springs

City Council Meeting

February 25, 2016

NEW BUSINESS

Clarke Estate Exterior Painting– Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Accept the bids; and
2. Award a contract to AJ Fistes Corporation of Long Beach, California in the amount of \$36,480.00
3. Authorize the Mayor to sign contract with AJ Fistes Corporation for said project.

BACKGROUND

The City Council, at their meeting of January 14, 2016, authorized the City Engineer to advertise for construction bids.

Bids were opened on February 9, 2016 and a total of four (4) bids were received. The low bidder for the project is AJ Fistes Corporation of Long Beach, California in the amount of \$36,480.00. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
AJ Fistes Corporation	\$36,480.00
Torga Electrical	\$38,950.00
Everlast Builders Inc.	\$41,000.00
U.S. National Corp.	\$48,420.00

The bid submitted by AJ Fistes Corporation is approximately 8.8% less than the Engineer's Construction Cost Estimate of \$40,000.

The Department of Public Works has reviewed the bids and has determined the bid submitted by AJ Fistes Corporation is the lowest responsive and responsible bidder.

FISCAL IMPACT

The Clarke Estate Exterior Painting is fully funded through the Bond Capital Improvement Project Fund.

INFRASTRUCTURE IMPACT

The project will reduce annual maintenance cost.

Attachment:
Contract Agreement


Thaddeus McCormack
City Manager

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: February 19, 2016

ITEM NO. 11

CITY OF SANTA FE SPRINGS
CONTRACT AGREEMENT
FOR
CLARKE ESTATE EXTERIOR PAINTING

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 25th day of February 2016, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and AJ Fistes Corporation as CONTRACTOR in the amount of \$36,480.00.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

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

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

By: _____
CONTRACTOR

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Santa Fe Springs

City Council Meeting

February 25, 2016

NEW BUSINESS

Exterior Painting: Activity Center and Civic Plaza – Final Payment

RECOMMENDATION

That the City Council approve the Final Payment (less 5% Retention) to Polychrome Construction, Inc. of Northridge, California in the amount of \$42,275.00 for the subject project.

BACKGROUND

The City Council, at their meeting of October 22, 2015, awarded a contract to Polychrome Construction, Inc. Northridge, California in the amount of \$43,000.00 for the above subject.

The Exterior Painting at the Activity Center and Civic Plaza (City Hall, Town Center Hall, Library & Fire Station No. 4) included; surface preparation, application of primer, two (2) coats of paint on exterior walls, doors, metal screen walls, ceiling eaves, trims and Anti-Graffiti coating on the walls of the Activity Center.

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

The final construction cost is \$44,500.00. The final project cost including the construction, engineering, inspection, overhead and contingency is within the budgeted amount of \$75,000.00.

FISCAL IMPACT

The Exterior Painting: Activity Center and Civic Plaza project is fully funded through UUT Capital Improvements Project Fund.

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

Thaddeus McCormack
City Manager

Attachment:
Payment Detail

Payment Detail
Exterior Painting: Activity Center and Civic Plaza

Contractor: Polychrome Construction Inc.
8909 Balboa Blvd.
Northridge, CA 91325

Final Payment: \$ 42,275.00

Item No.	Description	Contract				Completed This Period		Completed to Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Work									
1	Paint Activity Center and Trash Enclosure: Furnish and apply one (1) coat primer and two (2) coats paint on exterior masonry walls, concrete walls, steel fascia, stucco walls and eaves ceiling, doors and jambs(including interior door leaf and jambs), steel cover on the roll-up windows, window frames and trims, steel/pipe railings and hand rails, exterior and interior surfaces of trash enclosure (includes steel doors) and exterior surfaces that are painted. Paint colors to match existing. (Approximately 19,300 SF).	1	L.S.		\$ 22,000.00	1.00	\$ 22,000.00	1.00	\$ 22,000.00
2	Paint City Hall: Furnish and apply one (1) coat primer and two (2) coats paint on the roof screen wall, eaves ceiling, exterior wall base, column base, steel doors and jambs (includes interior door leaf and jambs), exterior walls around the steel doors, trims steel handrails and railings, striping on ramps and steps/stairs, and exterior surfaces that are painted. Paint colors to match existing. (Approximate surface area - 11,950 SF).	1	L.S.		\$ 8,000.00	1.00	\$ 8,000.00	1.00	\$ 8,000.00
3	Paint Town Center Hall: Furnish and apply one (1) coat primer and two (2) coast paint on the roof screen wall, eaves ceiling, exterior wall base, column base, steel doors and jambs (includes interior door leaf and jambs), exterior walls around the steel doors, trims steel handrails and railings, striping on ramps and steps/stairs, and exterior surfaces that are painted. Paint colors to match existing. (Approximate surface area - 8,700 SF).	1	L.S.		\$ 4,000.00	1.00	\$ 4,000.00	1.00	\$ 4,000.00
4	Furnish and Install Anti-Graffiti Coating at Activity Center and Trash Enclosure: Furnish and apply three (3) coats of Vandguard (manufactured by Rainguard) Non-Sacrificial Anti-Graffiti Coating to Activity Center exterior wall finish surfaces at the west and east elevation up to 12 feet high from finish grade and 9 feet high above the planters; and to exterior surfaces of the trash enclosure. (Approximate surface area - 5,150 SF).	1	L.S.		\$ 6,000.00	1.00	\$ 6,000.00	1.00	\$ 6,000.00
4.a	Furnish and Install Additional Anti-Graffiti Coating at Activity Center South Wall.	1	L.S.		\$ 1,500.00	1.00	\$ 1,500.00	1.00	\$ 1,500.00
5	Paint Library Screen Wall: Furnish and apply one (1) coat primer and two coats paint on the roof screen wall. Paint colors to match existing. (Approximate surface area - 2,335 SF).	1	L.S.		\$ 3,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00
				Subtotal	\$ 44,500.00	Subtotal	\$ 44,500.00	Subtotal	\$ 44,500.00
								Subtotal	\$ 44,500.00

Payment Detail
Exterior Painting: Activity Center and Civic Plaza

Contractor: Polychrome Construction Inc.
8909 Balboa Blvd.
Northridge, CA 91325

Final Payment \$ 42,275.00

Item No.	Description	Contract				Completed This Period		Completed to Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
CHANGE ORDER									
1	Furnish and apply one (1) coat primer and two (2) coats of paint on Fire Station No. 4 Roof Screen Wall, Front Face Concrete Pillar and Header of the Garage.	1	L.S.		\$ 1,500.00	1.00	\$ 1,500.00	1.00	\$ 1,500.00
CREDIT									
1	Repair of damaged lighting at City Hall and Town Center Hall (6 Ea.)	1	L.S.		\$ (1,500.00)	1.00	\$ (1,500.00)	1.00	\$ (1,500.00)

ORIGINAL CONTRACT AMOUNT:

SUBTOTAL \$ -

\$ -

Total Completed Items to Date: \$ 44,500.00

CONTRACT PAYMENTS:

Total Items Completed to Date
Less 5% Retention
Final Payment

\$44,500.00
\$ 2,225.00
\$42,275.00

Invoice Date	Invoice No.	Warrant Billing Period		
		Invoice Due Date	Invoice Pay Date	Amount
2/11/2016	Final Payment	2/16/2016	02/25/16	\$44,500.00

Finance Please Pay:	\$ 42,275.00
Project Account:	454-397-C340-4800
Recommended by:	Daniel Reyes
Approved by:	



City of Santa Fe Springs

City Council Meeting

February 25, 2016

NEW BUSINESS

Street Light Inventory – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Appropriate \$30,000 from the General Fund to 110-397-5500-4400 to perform the city-wide street light inventory;
2. Award Task Order No. 2 to the Professional Services Agreement with Southstar Engineering & Consulting, Inc. in the amount of \$25,900.00 for a City-wide street light inventory: and
3. Authorize the Director of Public Works to execute Task Order No. 2.

BACKGROUND

At the October 8, 2015 the City Council awarded a contract to each of the seven Engineering Consulting Firms (Southstar Engineering & Consulting, Inc. is one of the on-call firms) to provide On-Call Professional Engineering Services for various capital improvement projects. On January 11, 2016 a Request for Quote (RFQ) for the Street Light Inventory was sent to the On-Call Professional Engineering Consulting Firms and to our current Street Light Assessment Consultant. On January 27, 2016 the City received a total of three quotes. The Department of Public Works has evaluated the quotes and has determined the quote submitted by Southstar Engineering & Consulting, Inc. is the most responsive and responsible firm.

The project will require Southstar Engineering & Consulting, Inc. to perform an inventory of all street light equipment, both City-owned and SCE-owned. Specifically, the scope of work includes: pole identification, pole type, pole height, luminaire wattage, mast arm length, fixture type, photo cell, pole mounted add-on equipment and location coordinates. The inventory will be provided in a format necessary to import into the City's GIS system.

FISCAL IMPACT

Staff requests an appropriation of \$30,000 from the General Fund to 110-397-5500-4400 to perform the city-wide street light inventory. The amount of \$30,000 includes staff time to oversee the street light inventory.

INFRASTRUCTURE IMPACT

The Street Light Inventory will provide a comprehensive list of the City's assets.

Attachment:
Task Order No. 2


Thaddeus McCormack
City Manager

Report Submitted By:

Noe Negrete, Director
Public Works

 Date of Report: February 19, 2016

ITEM NO. 13

**ON-CALL PROFESSIONAL ENGINEERING SERVICES
TASK ORDER No. 2
STREET LIGHT INVENTORY**

In accordance with the Contract Agreement dated October 8, 2015 as executed by Southstar Engineering & Consulting, Inc. (Consultant), a California corporation, and the City of Santa Fe Springs (CITY), a municipal corporation, Task Order No. 2 requests Consultant to perform a City-wide Street Light Inventory.

CITY OF SANTA FE SPRINGS:

Authorized Representative: Noe Negrete, Director of Public Works/City Engineer
Address: 11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

**SOUTHSTAR ENGINEERING &
CONSULTING, INC.:**

Authorized Representative: Yvette Kirrin, Principal-In-Charge
Address: 1945 Chicago Avenue, Unit C
Riverside, CA 92507
Telephone No.: (951) 342-3148

SERVICES/SCOPE OF WORK: CITY hereby proposes that Southstar Engineering & Consulting, Inc. perform an inventory of all street light equipment both City-owned and SCE-owned. Specifically, the scope of work includes: pole identification, pole type, pole height, luminaire wattage, mast arm length, fixture type, photo cell, and pole mounted add-on equipment and location coordinates. The inventory will be provided in a format compatible with the City's GIS system. The cost to provide these services shall not exceed \$25,900.00.

ACCEPTANCE of the terms of Task Order No. 2 is acknowledged by the following signatures of the Authorized Representatives.

CITY OF SANTA FE SPRINGS

**SOUTHSTAR ENGINEERING &
CONSULTIN, INC.**

Noe Negrete, Director of Public Works

Yvette Kirrin, Principal in Charge

Date

Date

**ON-CALL PROFESSIONAL ENGINEERING SERVICES
TASK ORDER No. 2
STREET LIGHT INVENTORY**

In accordance with the Contract Agreement dated October 8, 2015 as executed by Southstar Engineering & Consulting, Inc. (Consultant), a California corporation, and the City of Santa Fe Springs (CITY), a municipal corporation, Task Order No. 2 requests Consultant to perform a City-wide Street Light Inventory.

CITY OF SANTA FE SPRINGS:

Authorized Representative: Noe Negrete, Director of Public Works/City Engineer
Address: 11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

**SOUTHSTAR ENGINEERING &
CONSULTING, INC.:**

Authorized Representative: Yvette Kirrin, Principal-In-Charge
Address: 1945 Chicago Avenue, Unit C
Riverside, CA 92507
Telephone No.: (951) 342-3148

SERVICES/SCOPE OF WORK: CITY hereby proposes that Southstar Engineering & Consulting, Inc. perform an inventory of all street light equipment both City-owned and SCE-owned. Specifically, the scope of work includes: pole identification, pole type, pole height, luminaire wattage, mast arm length, fixture type, photo cell, and pole mounted add-on equipment and location coordinates. The inventory will be provided in a format compatible with the City's GIS system. The cost to provide these services shall not exceed \$25,900.00.

ACCEPTANCE of the terms of Task Order No. 2 is acknowledged by the following signatures of the Authorized Representatives.

CITY OF SANTA FE SPRINGS

**SOUTHSTAR ENGINEERING &
CONSULTIN, INC.**

Noe Negrete, Director of Public Works

Yvette Kirrin, Principal in Charge

Date

Date



City of Santa Fe Springs

City Council Meeting

February 25, 2016

NEW BUSINESS

Aquatic Center Pool Deck Resurfacing - Authorization to Advertise for Construction Bids

RECOMMENDATION

That the City Council take the following actions:

1. Add the Aquatic Center Pool Deck Resurfacing Project to the Capital Improvement Plan;
2. Appropriate \$100,000 from Bond Funds to the Aquatic Center Pool Deck Resurfacing Project;
3. Approve the Specifications; and Authorize the City Engineer to advertise for construction bids.

BACKGROUND

The proposed Aquatic Center Pool Deck Resurfacing project consists of the removal of the existing painted pool deck surface. The painted pool deck surface is meant to protect the concrete pool deck from excessive moisture and add additional friction so as to prevent slipping due to a wet surface. The existing painted pool deck painted surface is developing bubbles, and is separating from the concrete pool deck. Cracks have begun to develop in the pool deck surface and are propagating through the paint to the surface crack. Also, large cracks have developed and pieces of concrete have fallen off the underside of the cantilevered section of the concrete pool deck. In order to repair the cracks that have developed and properly install a new pool deck surface the existing surface has to be removed and the cracks repaired with epoxy. Once the cracks have been repaired, a new epoxy primer moisture barrier, cement slurry coat, cement texture coat, top coat sealer and a skid resistant additive can be installed.

The estimated construction cost of the Aquatic Center Pool Deck Resurfacing is \$80,000. The total project cost including construction, engineering and inspection, and contingency is \$100,000. The estimate is derived from the most current cost of similar pool deck resurfacing projects. The total project cost breakdown is itemized below:

<u>ITEM</u>	<u>BUDGET</u>
Construction:	\$ 80,000
Engineering:	\$ 7,000
Inspection:	\$ 5,000
Contingencies:	\$ 8,000
Total Construction Cost:	\$ 100,000

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: February 19, 2016

ITEM NO. 14

The project specifications are complete and the Public Works Department is ready to advertise for the construction bids for this project, upon City council approval. A copy of the Specifications are available for review at the office of the City Clerk.

FISCAL IMPACT

Appropriate \$100,000 from Bond Funds to the Aquatic Center Pool Deck Resurfacing Project.

INFRASTRUCTURE IMPACT

The newly resurfaced pool deck will increase the life of the Aquatic Center Pool Deck and improve safety with repaired cracks and a more slip resistant surface.


Thaddeus McCormack
City Manager

Attachments:
None



City of Santa Fe Springs

City Council Meeting

February 25, 2016

NEW BUSINESS

Authorization to Enter into a Contract with Califa for Enhanced Library Computer Network Connectivity

RECOMMENDATION

That the City Council:

- 1) Authorize the City Manager or his designee to enter into a contract with Califa to connect the Library and William C. Gordon Learning Center to the California Research & Education Network (CalREN).
- 2) Include in the General Fund \$32,400 in the Fiscal Years 2016-17 and 2017-18 Budgets for connectivity costs.

BACKGROUND

Over the past three decades, the revolution in computers and telecommunication networks has created unprecedented changes in business, commerce, government, science, healthcare and education. Yet the fruits of this information age are still unevenly distributed. As many forms of vital information such as medical insurance, health records, and tax forms transition to online-only, it is becoming increasingly impossible to participate in public life without access to the Internet. Consequently, many look to the library to bridge this gap as the library remains an access point for many citizens, particularly those who are economically disadvantaged.

The federal government issued the National Broadband Plan to address how this equity of access to technology could be achieved. In the summer of 2013, President Obama announced his ConnectED Initiative, which calls on the Federal Communications Commission (FCC) to take the necessary steps to build high-speed digital connections to America's schools and libraries. Ensuring that California's libraries have access to high-speed broadband is critical to meet the demands of a robust 21st century economy. Work is underway to bring high-speed broadband to all of California's public libraries over the next two years by connecting them to the California Research & Education Network (CalREN), a high-capacity 3,800-mile fiber-optic-based network that serves California universities and other educational institutions.

To assist libraries with the equipment costs for this program, the California State Library has enacted a grant program that can be used for all equipment associated with this program. The City will be receiving the necessary grant funds (approximately \$24,000) to completely fund the equipment purchase and installation for this project.



City of Santa Fe Springs

City Council Meeting

February 25, 2016

It is proposed that the City contract with Califa Group for the required services to join the CalREN network. The Califa Group is a non-profit library consortium of over two hundred libraries in California. Santa Fe Springs City Library is a member of this consortium. They pioneer technology projects, negotiate discount rates for technology purchases on behalf of member libraries, and manage state-wide projects on behalf of the California State Library. Califa, acting as the administrative arm of the California State Library, develops contracts with participating libraries for circuits and use of the CalREN network. Our purchases will be made through Califa, acting as the agent for this project within the State of California.

Califa Group has worked with CENIC, the Corporation for Education Network Initiatives in California, which designs, implements, and operates CalREN. CENIC is connecting libraries to CalREN as the eighth Charter Associate, bringing them high-speed broadband and including them in the network that connects research and education organizations across the state, and through its own connections to other advanced networks beyond California, to colleagues across the US and around the world. As it does for all of its members, CENIC provides network design, procures circuits, arranges for state and federal discounts, purchases and installs hardware, and maintains and monitors network connectivity to each library. As part of the process, CENIC received bids from three telecommunications companies and will award the purchase to the lowest bidder, in this case, Time Warner Cable.

Positive outcomes include:

- Proposed Library broadband speeds would be increased to 1,000 megabits (or 1 Gb) per second or 200 times faster than the current speed of 5 megabits per second.
- More public users will be able to access the internet in the library with their personal electronic devices.
- Patrons can access high bandwidth resources without interruptions or slowdowns.

Project Costs:

As previously mentioned, all equipment and installation costs for this project are funded by a grant from the California State Library. Once the City joins the CalREN network, it will begin to realize ongoing connectivity cost savings. For example, after the first year, federal E-rate funds will cover 80% of connectivity costs with California Teleconnect Funds paying an additional 10% of costs. Consequently, after the first year, City connectivity costs will be reduced to \$3,240 per year from the \$32,400 budget allocation, a savings of \$12,336 per year for the two locations while benefitting from greatly enhanced connectivity speeds.



City of Santa Fe Springs

City Council Meeting

February 25, 2016

FISCAL IMPACT

There are one-time costs to join the CalREN network with significant rebates available within a year's time.

Current (FY 2015-16) Budgeted Costs:

Main Library	5 Mb/second connectivity	\$8,388
William Gordon Learning Center (WGLC)	3 Mb/second connectivity	\$7,188
Total Costs/Year		\$15,576

Proposed FY 2016-17 Costs

Main Library and WGLC	1 Gb/second connectivity	\$32,400
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Proposed FY 2017-18 Costs

Main Library and WGLC	1 Gb/second connectivity	\$32,400
Federal E-rate Discount Rebate (80% of \$32,400)		(\$25,920)
California Teleconnect Funds Rebate (10% of \$32,400)		(\$3,240)
Total Costs/Year		\$3,240


Thaddeus McCormack
City Manager

Attachment:

Agreement with Califa for the Provision, Installation and Maintenance of Advanced Network (Data) Services

**AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS
AND CALIFA
FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF ADVANCED
NETWORK (DATA) SERVICES**

This Agreement, hereinafter referred to as "Agreement", is entered into as of February __, 2016 by and between Califa Group, a California public benefit corporation, hereinafter referred to as "Califa" and the City of Santa Fe Springs hereinafter referred to as "City". Califa and City are sometimes referred to in this Agreement individually as "Party" and collectively as "Parties". All written communications between the parties shall be addressed as follows unless and until amended in writing by the respective party.

City of Santa Fe Springs

Joyce Ryan
Library Services Division Director
11700 Telegraph Road
Santa Fe Springs, CA 90670

Califa

Susan H. Hildreth
Executive Director
2471 Flores Street
San Mateo, CA 94403

WITNESS THAT

WHEREAS, Califa, on behalf of the California State Library, has contracted with CENIC to provide high speed networking to libraries in California; and

WHEREAS, City desires to contract with Califa to obtain one or more data circuits to connect the Santa Fe Public Library to the CENIC high speed broadband fiber network, CalREN, and, if specified in appendix #1, attached, to connect Library to other library sites as identified in said appendix for the purpose of connecting to CalREN.

NOW THEREFORE, City and Califa enter into this Agreement:

1. Relationship between the Parties

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

2. Services to be Provided

The primary communications infrastructure provided by CENIC is the California Research and Education Network ("CalREN"). Among the services that CENIC will provide to Libraries are use of CalREN and contracting for and provision of data circuits supplied by network service providers.

Califa, on behalf of City, will contract with CENIC for such data circuits. Specific circuits and their costs are included in the appendix attached. Califa will assure that CENIC notifies the

City of installation requirements and necessary maintenance instructions. Neither CENIC nor Califa shall be responsible for operating or maintaining software, equipment or cabling that connects equipment not provided by CENIC for the services unless specifically agreed to in writing by CENIC.

3. Term and Termination of this Agreement

- (a) **TERM OF THIS AGREEMENT.** This Agreement shall be in effect from February __, 2016 through June 30, 2017. This agreement will automatically renew unless one party notifies the other at least 60 days in advance of June 30, 2017 and each June 30 of each renewal period.
- (b) **TERMINATION.** Termination prior to the end date stated above shall result in City having to pay any circuit telecommunications carrier termination charges resulting from early termination of the Service.
- (c) City may terminate this agreement if non-recurring, one-time costs for all circuits included in appendix 1 are increased by the telecommunications carrier from the amount shown in appendix 1. See footnote for non-recurring charges in appendix 1 for more information.

4. Payment

Payment for services shall be due within thirty (30) days of receipt of a Califa invoice reflecting provision of the services for which the invoice is sent; or as otherwise agreed to by City and Califa. Except for non-recurring costs, if any, costs in Appendix I shall only begin upon installation of circuit(s). City will put forth reasonable efforts to make payments within thirty (30) days after receipt of invoice.

5. Miscellaneous

- (a) **CONDITIONS OF USE.** City agrees to conform to the CENIC Appropriate Use Policy located at <http://www.cenic.org/p=2081/> and to any specific conditions of use imposed by subcontractors providing communications services to CENIC as may be in force at the time such services are made available per an Addendum to this Agreement. If such conditions of use are modified and City believes it can no longer conform to their requirements, City shall have one hundred eighty (180) days to terminate the affected service without penalty. If City does not elect to terminate the service, City must conform to the revised conditions of use or be subject to termination of the service by CENIC.
- (b) **CONFLICTING CLAUSES.** If any clause in this Master Agreement is in conflict with a clause in an Addendum to this Agreement, the language in the Addendum shall take precedence but only for the service defined in that Addendum.
- (c) **FORCE MAJEURE.** Neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, riots, embargoes, strikes involving third parties, acts of Local Access Providers or of its vendors, or suppliers, acts of unrelated third parties, accidents, cable cuts, act(s) of God or any other event beyond its reasonable control.

- (d) **GOVERNING LAW.** The laws of the State of California shall govern this Agreement.
- (e) **NON LIBRARY USES:** City understands that this agreement covers only library use of CalREN and of circuits provided hereunder and City agrees that no other uses will be made of the services provided herein.

6. Entire Agreement

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

7. General Provisions

7.1 Nondiscrimination:

- (a) During the performance of this Contract, Califa and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Califa shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

7.2 It is expressly agreed and understood by the parties hereto that if any provision of this Agreement is held to be or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.

7.3 **Rights and Remedies:** The rights and remedies of City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

8. Indemnification. City shall indemnify Califa, its trustees, officers, agents and employees harmless from and against any and all liability, loss, expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City its officers, agents, or employees.

Califa shall indemnify City, its trustees, officers, agents and employees harmless from and against any and all liability, loss, expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or

damages are caused by or result from the negligent or intentional acts or omissions of Califa, its officers, agents, or employees.

9. Dispute Resolution. All disputes between the parties hereto with respect to their rights and duties hereunder, excepting only indemnity claims, shall be resolved through binding arbitration pursuant to Code of Civil Procedure Section 1280, with the non-prevailing party responsible for the arbitrators' fee but in all other respects with each side bearing its own costs and attorney fees.

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

For City

for Califa

Signature

Signature

Name

Susan H. Hildreth

Name

Title

Executive Director

Title

Date

Date

Appendix #1

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

This Appendix lists the circuits contracted for by CENIC on behalf of Califa and the City for connecting CENIC's fiber optic backbone to City and for library connections that are not direct connections to CENIC's fiber optic backbone, e.g. direct connections between libraries. City understands that CENIC will bill Califa, and Califa will bill City, for actual costs of circuits charged by network service providers, including taxes and surcharges and without markup. Prior to approval of CENIC's Library consortium E-rate application by the FCC's E-rate contractor, not all applicable E-rate and CTF discounts will be reflected on invoices. After the E-rate application for any given year is approved, the network service provider will coordinate with CENIC to provide appropriate credits and such credits will be passed from CENIC to Califa and from Califa to the City. Such credits are typically issued sometime during the fiscal year after the year in which the circuits are installed and services are first

provided. In subsequent years, credits continue to be issued in the fiscal year after the year for which services have been provided. City further understands that the exact discounted cost of circuits will not be known until after the E-rate consortium application is approved. The actual start date of the service, and therefore of circuit costs, will be dependent on coordination among CENIC, the City and the network service provider. Any one time (Non-recurring or NRC) costs included below are typically invoiced by carriers prior to circuit installation and will be invoiced to City upon receipt of invoice to CENIC from carrier.

The circuit being provided by the network service provider is a switched "cloud" circuit, with two billed elements, or links.

[illegible]

Library Equipment	Santa Fe Springs City is responsible to provide a router with a 1 Gbps interface and at least one LAN interface. This router should support BGP and NAT. An upgraded Firewall appliance may also be needed to support 1 Gbps data streams.									
Note 1: These numbers do not include early termination fees that might be required from current provider(s), nor equipment the library may need to purchase to support these circuits, nor Taxes & Surcharges on the circuits.										
Note 2: E-rate and CTF discounts are dependent upon the continued funding of these programs. CENIC/Califa cannot guarantee the E-rate and CTF discounts, and these discounts are subject to change.										
Definitions										
*NRC - Non-Recurring Charges. These costs could be subject to change should a telecommunications provider determine during circuit engineering prior to circuit installation that additional costs are required. Should this occur, the library may cancel the circuit with NRC, or if all circuits are to be charged additional costs as compared to those in this agreement library may cancel this entire agreement or ask whether another circuit(s) with lower NRC but potentially higher on going monthly costs is (are) available.										
**CTF discount - percent discount of amount after E rate discount is applied.										
***E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated. Actual discount percentage will be identified by the E rate authorities at a later point.										



NEW BUSINESS

Resolution No. 9504, Authorizing the City Council to accept the conveyance of all Properties designated as "Governmental Use" in the approved Long Range Property Management Plan, from the Successor Agency to the former Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs to the City of Santa Fe Springs.

RECOMMENDATION

That the City Council: Adopt Resolution No. 9504, to accept the conveyance of all properties designated as 'Governmental Use' in the approved Long Range Property Management Plan (LRPMP), from the Successor Agency to the former Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs, to the City of Santa Fe Springs, and authorize the City Manager or his designee to execute certificate of acceptance with respect to any grant deed to be executed and to cause the grant deeds, and accompanying certificate of acceptance, to be recorded in the Official Records of the Los Angeles County Recorder's Office.

BACKGROUND

The former Redevelopment Agency of the City of Santa Fe Springs (former RDA) administered the implementation of various redevelopment projects, programs, and activities within designated redevelopment project areas throughout the City of Santa Fe Springs (CITY). In accordance with Assembly Bill 26 (AB 26) enacted on June 28, 2011, the former RDA dissolved as of February 1, 2012, at which time the City, solely in its capacity as the designated Successor Agency (Agency) to the former RDA, assumed the former RDA's assets and obligation. The Agency is required to administer the winding down of the former RDA's operation to ensure compliance with the former RDA's obligations in accordance with AB 26, as subsequently amended (collectively, the Dissolution Act).

The Dissolution Act requires Agencies to perform detailed Due Diligence Reviews (DDR) to determine available un-obligated fund balances to transfer back to the affected taxing entities. Upon the Agency's completion of these requirements, the State Department of Finance (DOF) issues a Finding of Completion (FOC) and the Agency is required to submit a Long Range Property Management Plan (LRPMP). Pursuant to Health and Safety Code Section 341915(b), the Agency must submit the LRPMP Plan to the Oversight Board and the DOF no later than six months following the issuance by the DOF to the Agency of the FOC, pursuant to Health and Safety Code Section 34179.7.

The LRPMP's purpose is to address the disposition and use of non-housing real properties of the former RDA. The LRPMP is subject to approval by the Oversight

Board and the DOF and is required to include the following information pertaining to all real property assets of the Agency:

- Date of acquisition, value at time of purchase, and estimated current value;
- Purpose for which the property was acquired;
- Parcel data;
- Estimate of current value;
- Estimate of lease rental or other revenues generated by the property;
- History of environmental contamination;
- Description of property's potential for transit-oriented development;
- History of development proposals and activity;
- Recommended use or disposition of all the properties owned by the Successor Agency.

The City of Santa Fe Springs Agency received its FOC on December 5, 2013, and pursuant to Health and Safety Code section 34191.5 (b), the Agency submitted a LRPMP to the DOF for review and approval on July 3, 2014. Based on comments from the DOF, the Agency subsequently submitted a revised LRPMP to the DOF on November 19, 2015. After a lengthy review period, a number of minor changes were recommended by DOF, including that the revised Plan be provided in a spreadsheet format to compliment the one-property-per-page profile originally approved and submitted to the DOF. All changes were embodied in the Oversight Board Resolution (OB-2015-007), that adopted the LRPMP.

In a letter dated November 24, 2015, to the City, the DOF approved the Agency's use or disposition of all the properties listed on the LRPMP. Pursuant to Health and Safety Code section 34191.3 (a) the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former redevelopment agency.

The recently approved LRPMP designated several properties as being devoted to "Governmental Use". These properties were owned by the Community Development Commission at the time of dissolution of redevelopment agencies in 2012, because they had been acquired with redevelopment funds. Now that the State Department of Finance has agreed that these properties are devoted to Governmental Use, the next logical step is to transfer title to these properties to the City.

On December 22, 2015, at an Adjourned Successor Agency meeting, the Successor Agency adopted Resolution No. SA-2015-007, authorizing the transfer of title of all properties designated as "Governmental Use" in the approved LRPMP, from the Successor Agency to the City of Santa Fe Springs. Please refer to Exhibit A for a listing of all properties within the LRPMP.

Although Exhibit A, under the category of "Permissible Use" designation, include "Governmental Use" and "Sale of Property" designations, the conveyance, that is the subject of this report, only pertains to the "Governmental Use" properties. The "Governmental Use" properties fall into the general category of roadway/walkway, landscape median, parkway, parking lot, parks, signage, police and fire stations, library, transportation center, vacant land, administrative buildings, etc. *For ease of reference, the Governmental Use properties to be conveyed to the City, are Nos. 1-7, 10-12, 14-26, 29, 44, 45, and are further highlighted/shaded.*

Before the transfer of title of all properties designated as "Governmental Use" in the approved LRPMP, from the Successor Agency to the City of Santa Fe Springs can occur, the Oversight Board and DOF must approve the transfer.

On January 27, 2016, at a regular Oversight Board meeting, the Oversight Board adopted Resolution No. OB-2016-001, authorizing the transfer of title of all properties designated as "Governmental Use" in the approved LRPMP, from the Successor Agency to the City of Santa Fe Springs. The resolution was electronically submitted on January 28, 2016 to DOF for approval. On February 01, 2016, DOF responded electronically as follows:

Good afternoon,

We are in receipt of your Oversight Board (OB) Resolution No. 2016-001 approving the transfer of governmental purpose and future development properties from the Agency to the City.

Pursuant to Health and Safety Code section 34179 (h), the Department of Finance (Finance) may request a review of Oversight Board actions submitted to Finance. This email serves as notice that Finance is not initiating a review of OB Resolution No. 2016-001 approving the transfer of certain governmental use properties to the City of Santa Fe Springs. The Agency's Long-Range Property Management Plan (LRPMP) was approved by Finance on November 24, 2015. Pursuant to HSC section 34179 (h) (1), actions authorizing transfers of property for governmental use/future development no longer need to be submitted to Finance for approval. Therefore, Finance will not be reviewing this OB resolution. The Agency should dispose of their real properties in accordance with their approved LRPMP.

Based on DOF's response, the City Council and Successor Agency may now proceed with conveyance of each of the "Governmental Use" properties. The attached Resolution authorizes that action.

FISCAL IMPACT

There will be no fiscal impacts as a result of this action, except any nominal fee associated with the execution of any certificate of acceptance with respect to any grant deed to be executed and to cause said grant deeds, and accompanying certificate of acceptance, to be recorded in the Official Records of the Los Angeles County Recorder's Office.

INFRASTRUCTURE IMPACT

This action will not have impacts on City infrastructure.



Thaddeus McCormack
City Manager

Attachments:

Resolution No. 9504

Exhibit A –Updated Long Range Property Management Plan (Spreadsheet)

RESOLUTION NO. 9504

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ACCEPTING THE TRANSFER OF OWNERSHIP OF ALL PROPERTIES DESIGNATED AS "GOVERNMENTAL USE" PROPERTIES IN THE APPROVED LONG RANGE PROPERTY MANAGEMENT PLAN FROM THE SUCCESSOR AGENCY TO THE CITY OF SANTA FE SPRINGS.

WHEREAS, the State of California Department of Finance (the "DOF") has approved the Successor Agency's Long Range Property Management Plan (the "LRPMP"); and

WHEREAS, certain properties in the LRPMP are designated as "Governmental Use" properties; and

WHEREAS, on December 22, 2015, the Successor Agency adopted Resolution No. SA-2015-007, authorizing the transfer of title of all properties designated as "Governmental Use" in the LRPMP from the Successor Agency to the City of Santa Fe Springs; and

WHEREAS, on January 27, 2016, the Oversight Board adopted Resolution No. OB-2016-001, authorizing the transfer of title of all properties designated as "Governmental Use" in the LRPMP, from the Successor Agency to the City of Santa Fe Springs; and

WHEREAS, on January 28, 2016, Resolution No. OB-2016-001 was electronically submitted to the DOF for approval, and

WHEREAS, on February 01, 2016, the DOF acknowledged receipt of the Oversight Board Resolution No. 2016-001, and indicated that the Successor Agency is free to proceed with such property transfers without further approval by the DOF;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The City Council of the City of Santa Fe Springs hereby accepts the conveyance of all properties designated as 'Governmental Use' in the approved LRPMP, from the Successor Agency to the former Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs, to the City of Santa Fe Springs. Said properties are identified as Exhibit

A of the Updated Long Range Property Management Plan (Spreadsheet), with a heading of Permissible Uses and further identified as Nos. 1-7, 10-12, 14-26, 29, 44, and 45, and as highlighted/shaded.

SECTION 3. The City Council hereby authorizes the City Manager or his designee to execute Certificates of Acceptance with respect to any grant deed to be executed and to cause the grant deeds, and accompanying certificate of acceptance, to be recorded in the Official Records of the Los Angeles County Recorder's Office.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

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

PASSED AND ADOPTED, this 25th day of February, 2016, by the following roll call vote.

AYES:

NOES:

ABSENT:

Richard J. Moore, Mayor

ATTEST:

Sylvia M. Bermudez
City Clerk

Exhibit A

Resolution 9504
Exhibit A
#16

No.	Property Type	Property Type Detail	HSC 34191.5 (c)(2)	HSC 34191.5 (c)(1)(A)			SALE OF PROPERTY		HSC 34191.5 (c)(1)(C)	HSC 34191.5 (c)(1)(E)
			Permissible Use	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Address	Estimate of Income/Revenue
1	Police/Fire Station	SFS Fire Station No. 3	Governmental Use	Recorded March 28, 1996	\$109,313	\$109,313			15517 Carmenita Rd.	\$0
2	Roadway/Walkway	Landscaped Strip	Governmental Use	Recorded Feb. 24, 2006	\$17,184	\$17,184			None	\$0
3	Roadway/Walkway	Open Space Parkette	Governmental Use	Recorded July 29, 1975	\$43,124	\$43,124			None	\$0
4	Roadway/Walkway	Landscape Median	Governmental Use	Recorded June 16, 1982	\$2,366	\$2,366			None	\$0
5	Roadway/Walkway	Heritage Springs Courtyard	Governmental Use	Recorded Dec. 15, 1998	\$80,480	\$80,480			None	\$0
6	Parking Lot/Structure	Heritage Springs Parking Lot	Governmental Use	Recorded Dec. 15, 1998	\$761,728	\$761,728			None	\$0
7	Parking Lot/Structure	N.S. Heritage Springs Parking	Governmental Use	Recorded Oct. 23, 2000	\$185,220	\$185,220			None	\$0
10	Park	SFS Park Portion / Cedardale	Governmental Use	Recorded July 29, 1992	\$33,925	\$33,925			None	\$0
11	Signage	West Entrance Monument Sign Fountain	Governmental Use	Recorded Sept. 26, 1984	\$17,991	\$17,991			None	\$0
12	Parking Lot/Structure	SFS Park Parking Lot/Cedardale	Governmental Use	Recorded July 10, 1992	\$42,455	\$42,455			11045 Davenrich St.	\$0
14	Other	Landscape Strip Lake Center Park	Governmental Use	Recorded Dec. 29, 1993	1.9 million	1.9 million			None	\$0
15	Police/Fire Station	Parkway for Police Services	Governmental Use	Recorded Aug. 30, 1991	\$21,480	\$21,480			None	\$0
16	Police/Fire Station	Police Services Center	Governmental Use	Recorded Aug. 30, 1991	\$63,615	\$63,615			11576 Telegraph Rd.	\$0
17	Park	Lake Center Athletic Park	Governmental Use	Recorded July 8, 1982	\$195,420	\$195,420			None	\$0
18	Park	Lake Center Athletic Park	Governmental Use	Recorded July 8, 1982	\$59,388	\$59,388			None	\$0
19	Parking Lot/Structure	Parking for Lake Center Athletic Park	Governmental Use	Recorded July 8, 1982	\$134,094	\$134,094			None	\$0
20	Park	Alburtis Parkway	Governmental Use	Recorded May 12, 1986	\$25,010	\$25,010			None	\$0
21	Park	Flallon Parkway	Governmental Use	Recorded March 17, 1989	\$19,656	\$19,656			10202 Fallon Ave.	\$0
22	Park	Clarke Estate	Governmental Use	Recorded Oct. 22, 1986	\$1,313,920	\$1,313,920			10211 Pioneer Blvd.	\$157,000
23	Park	Sculpture Garden	Governmental Use	Recorded Dec. 28, 1983	\$459,500	\$459,500			None	\$0
24	Park	Caboose Area in Heritage Park	Governmental Use	Recorded Jan. 12, 1987	\$294,245	\$294,245			None	\$0
25	Park	Heritage Park Sculpture Garden	Governmental Use	Recorded Jan. 12, 1987	\$1,349,395	\$1,349,395			None	\$110,000
26	Parking Lot/Structure	Garden Parking Lot	Governmental Use	Recorded Jan. 12, 1987	\$181,920	\$181,920			None	\$0
29	Park	Soaring Dreams Plaza	Governmental Use	Recorded Nov. 23, 1979	\$169,986	\$169,986			None	\$0
30	Vacant Lot/Land	Oil Field Undeveloped Lot	Sale of Property	Recorded June 23, 1994	\$50,668	\$152,004	\$152,004	Upon DOF approval	None	\$0
31	Vacant Lot/Land	Oil Field Undeveloped Lot	Sale of Property	Recorded June 23, 1994	\$2,964	\$8,892	\$8,892	Upon DOF approval	None	\$0
32	Vacant Lot/Land	Oil Field Undeveloped Lot	Sale of Property	Recorded June 23, 1994	\$22,716	\$68,148	\$68,148	Upon DOF approval	None	\$0
36	Vacant Lot/Land	MC&C III Undeveloped Lot	Sale of Property	Recorded June 23, 1994	\$631,080	\$631,080	\$631,080	Upon DOF approval	None	\$0

Exhibit A

Resolution 9504
Exhibit A
#16

		HSC 34191.5 (c)(2)		HSC 34191.5 (c)(1)(A)			SALE OF PROPERTY		HSC 34191.5 (c)(1)(C)	HSC 34191.5 (c)(1)(E)
No.	Property Type	Property Type Detail	Permissible Use	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Address	Estimate of Income/Revenue
37	Vacant Lot/Land	MC&C III Undeveloped Lot	Sale of Property	Recorded Dec. 30, 2005	\$70,750	\$28,300	\$28,300	Upon DOF approval	None	\$0
38	Vacant Lot/Land	MC&C III Undeveloped Lot	Sale of Property	Recorded Dec. 30, 2005	\$86,200	\$34,500	\$34,500	Upon DOF approval	None	\$0
39	Vacant Lot/Land	MC&C III Undeveloped Lot	Sale of Property	Recorded Sept. 20, 2006	\$76,056	\$25,352	\$25,352	Upon DOF approval	None	\$0
40	Vacant Lot/Land	MC&C III Undeveloped Lot	Sale of Property	Recorded Sept. 20, 2006	\$83,904	\$27,968	\$27,968	Upon DOF approval	None	\$0
41	Vacant Lot/Land	MC&C III Undeveloped Lot	Sale of Property	Recorded Sept. 20, 2006	\$83,772	\$27,924	\$27,924	Upon DOF approval	None	\$0
42	Vacant Lot/Land	MC&C III Undeveloped Lot	Sale of Property	Recorded Sept. 20, 2006	\$84,060	\$28,020	\$28,020	Upon DOF approval	None	\$0
43	Vacant Lot/Land	MC&C III Undeveloped Lot	Sale of Property	Recorded June 27, 2007	\$2,628,984	\$876,328	\$876,328	Upon DOF approval	None	\$0
44	Parking Lot/Structure	Transportation Center Parking Lot	Governmental Use	Recorded Dec. 17, 2007	\$1,626,060	\$1,626,060			12800 Imperial Hwy.	\$0
45	Vacant Lot/Land	(rear) Transportation Center Parking	Governmental Use	Recorded Dec. 17, 2007	\$916,332	\$916,332			None	\$0
46	Parking Lot/Structure	Parking Lot	Sale of Property	Recorded April 27, 1987	\$217,165	\$1,302,990	\$1,302,990	Upon DOF approval	None	\$0
47	Roadway/Walkway	Greenbelt /Open Space	Sale of Property	Recorded April 27, 1987	\$12,295	\$73,770	\$73,770	Upon DOF approval	None	\$0
48	Vacant Lot/Land	Undeveloped Lot (Target)	Sale of Property	Originally acquired Feb. 1, 1989. Former CDC sold April 19, 2006, re-acquired on March 5, 2010 and transferred to City on March 16, 2011.	Originally acquired Feb. 1, 1989 for \$190,000. Former CDC sold April 19, 2006 for \$879,500, re-acquired on March 5, 2010 for \$1,000,000 and transferred to City on March 16, 2011.	\$2,195,430	\$2,195,430	Upon DOF approval	10712 Laurel Ave.	\$0
49	Vacant Lot/Land	Undeveloped Lot (Chevron)	Sale of Property	Former CDC acquired on March 9, 2005 and then transferred to City on March 16, 2011.	\$130,000	\$1,166,820	\$1,166,820	Upon DOF approval	12171 Telegraph Road	\$0
50	Vacant Lot/Land	MC&C IV Undeveloped Lot	Sale of Property	Originally acquired Dec. 28, 1989; sold to CDC June 23, 1994; former CDC transferred to City on March 16, 2011.	\$149,000	\$48,512	\$48,512	Upon DOF approval	N/A	\$0
51	Vacant Lot/Land	MC&C IV Undeveloped Lot	Sale of Property	Originally acquired Dec. 28, 1989; sold to CDC June 23, 1994; former CDC transferred to City on March 16, 2011.	\$149,000	\$8,396	\$8,396	Upon DOF approval	N/A	\$0



City of Santa Fe Springs

City Council Meeting

February 25, 2016

NEW BUSINESS

Acceptance of State Homeland Security Grant Program (SHSGP) Funds and authorization for the purchase of a Toyota Forklift for the Department of Fire-Rescue

RECOMMENDATIONS

That the City Council accept State Homeland Security Grant (SHSGP) funds in the amount of \$62,031.90 and authorize the purchase of a Toyota Forklift from Toyota-Lift of Los Angeles.

BACKGROUND

The Department of Fire-Rescue has been awarded \$62,031.90 from the State Homeland Security Grant Program (SHSGP) for the replacement of a forklift located at Fire-Rescue Headquarters. The forklift is primarily identified for special purpose use for the movement of response equipment onto and off of trailers, trucks, and vehicles for deployment to the scene of an emergency incident. Secondary uses include the offloading of supplies and deliveries to Fire-Rescue Headquarters, including the State Homeland Regional Training Center. The forklift is additionally useful in the setup of training scenarios including the placement of vehicles, k-rails, building collapses, etc.

The Department's current forklift is a 1980 Hyster Model H300 and has a lift capacity of 30,000 lbs. The forklift has over 1,400 use hours and has required some attention over the last few years including repairs to the transmission, hydraulic hose leaks, and the replacement of the steering shaft. The current forklift is oversized for the Department's needs and is not suited for typical smaller loads and pallets.

The proposed replacement forklift is a 2016 Toyota Model 8FG45U with a 10,000 lbs. lift capacity. The new model is more conducive to the Department's needs and includes additional safety features including automatic fork adjustment and a back-up alarm. All Fire-Rescue personnel assigned to operate the forklift are trained and certified in its proper safe use and operation.

Below is a summary of the bids received for the Toyota Forklift:

<u>Vendor</u>	<u>Amount</u>
Toyota-Lift of Los Angeles	\$62,031.90
Southwest Material Handling Inc.	\$63,475.06
Toyota Forklifts of Atlanta	\$64,075.65



City of Santa Fe Springs

City Council Meeting

February 25, 2016

FISCAL IMPACT

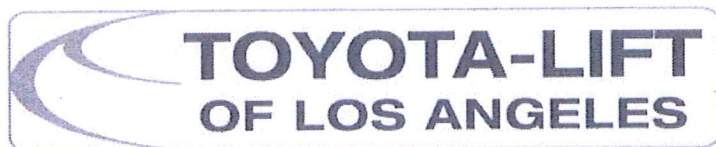
The State Homeland Security Grant (SHSGP) is a 100% reimbursable grant so there will be no fiscal impact to the General Fund.

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

Thaddeus McCormack
City Manager

Attachment(s)

Toyota-Lift of Los Angeles Quote



Toyota-Lift of Los Angeles
 12907 Imperial Hwy
 Santa Fe Springs, CA 90670-4715
 Phone: 562-941-4155
 Fax: 562-941-4414
 www.toyota-lift.com

To: City of Santa Fe Springs Fire
 11400 Greenstone Ave
 Santa Fe Springs, CA 90670-4621
 Attn: Sean Escontrias

Date: January 28, 2016
 Our Ref: 40540741
 Phone: 562-244-5459

We respectfully submit this quotation for the following NEW Toyota Internal Combustion Lift Truck (1 each):

TOYOTA MODEL 8FG45U, Internal Combustion Lift Truck, quality engineered with the following specification:

- Pneumatic Tires
- LP Gas Powered - UL Type "LP" Rating

This forklift is equipped with a 3-Way Catalytic Muffler System as standard equipment, and conforms to current Federal EPA and California ARB regulations for off-road large spark ignited engines.

- **SYSTEM OF ACTIVE STABILITY™ (SAS)**
 Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.
 - Active Control Rear Stabilizer
 - Active Mast Function Controller (AMC)
- **AUTOMATIC FORK LEVELING**
- **FULL FLOATING PLANETARY DRIVE AXLE**



Model 8FD35U Shown

Photo may portray optional equipment not included in your quotation.

Mast 3-Stage (FSV) mast with full free lift. Mast specifications:
 Maximum Fork Height - **159.5"**
 Overall Lowered Height - 83.5" (Overhead Guard Height - 90.60")
 Free Lift - 35.4" with standard Load Backrest

Lifting Capacity Base Model Capacity - **10,000 lbs. @ 24"** load center
 Actual Capacity, based on quoted specifications, - **10,000 lbs. @24"** load center to 159.5" MFH

Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.

Tilt 6 degrees forward and 6 degrees backwards

Carriage	ITA Hook Type, 46" Carriage		
Load Backrest	48" High Load Backrest		
Attachments	4 Way Valve (With 3rd & 4th Function Hosing)		
Speeds	Travel Speed: 15 mph Lift Speed: 94 fpm		
Engine	Toyota 3.7L 1FS 4 cylinder Industrial Engine Overhead valve (OHV) Distributor less ignition system Net Horsepower Rating: 87 @ 2350 rpm SAE HP Net Torque Rating: 200 @ 1600 rpm SAE ft-lb		
Transmission	Automatic Transmission with Reverse Phase Type 2-Stator Torque Converter 1 speed forward, 1 speed reverse standard.		
Steering	Load Sensing Hydrostatic Power Steering with Tilt Steering Column		
Wheels and Tires	Front Tires: 300-15 (Solid Pneumatic) Rear Tires: 7.00-12 (Solid Pneumatic)		
Additional Equipment	Back-Up Alarm Solid Pneumatic Drive Tires Solid Pneumatic Steer Tires Rear Side Ring Wheels UL Approved Model Type "LP" (tank not included) 72"x6"x2" Class III Forks 43 Lbs. Steel LP Tank (Qty 3) DATA PLATE Work Platform Attachment 48"x48" 100F SideShifting Fork Positioner Local Installation of Fork Positioner		
Warranty	12 Months or 2,000 hours whichever occurs first: Basic 36 Months or 6,000 hours whichever occurs first: Powertrain Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Toyota forklift standard or powertrain warranty. <i>We offer a Toyota factory authorized warranty on all new Toyota Industrial Equipment.</i>		
Investment	Price-Toyota Model 8FG45U as specified above:	\$57,910.00	Each
	Special Dealer Incentive discount-Limited time only	-\$1,000.00	
	Sales Tax 9%	\$5,212.90	
	Delivered Price:	\$52,122.90	Each

Financing and Maintenance A broad range of competitive and flexible financing options are available through Toyota. Financing requires credit approval. Terms and conditions are subject to change.

In addition, Full Maintenance and Planned Maintenance programs are available.

Terms and Conditions Payment: Net 10 days / Cash or Financed
Delivery: Will advise at time of order.
F.O.B.: Delivered
Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.
Lease offerings subject to credit approval
Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.
Some options and configurations may void UL.
A storage fee of \$5.00 per day, per unit, will be charged for units held 30 days beyond the agreed delivery date.
CANCELLATION AFTER ORDER IS PLACED WILL RESULT IN A RESTOCKING CHARGE OF 20% OF THE SALE PRICE.
Shipping and delivery dates are estimates based upon conditions prevailing at the time of quotation. Seller shall not be liable for delays due to: changes made by Purchaser, Acts of God, supler delays, strikes, floods, epidemics, war and all other causes beyond Seller's control. In the event of such delay, the delivery shall be extended by the amount of time incurred as a result of the delay. If delivery is delayed as a result of acts by Purchaser, Seller shall have the option of requesting payment from Purchaser on such date as delivery was to have occurred as provided in the Proposal. Purchaser shall pay any and all expenses incurred by Seller due to Purchaser's postponement of delivery, including among other expenses, Seller's storage expenses.

Sincerely,
Toyota-Lift of Los Angeles

Accepted:
City of Santa Fe Springs Fire

Cash Price \$ _____
Financed Payment \$ _____ Per Month _____ Months

By: _____

By: _____

Name: Eric Marseglia

Name: _____

Title: Sales Representative

Title: _____

Date: _____

Quantity of units: _____

Email: _____

Purchase order number (if required) : _____

Planned Maintenance Authorization: Yes _____ No _____ Price \$92+\$22mfc. Interval 90 days



City of Santa Fe Springs

City Council Meeting

February 25, 2016

NEW BUSINESS

Acceptance of State Homeland Security Grant Program (SHSGP) Funds for the purchase of Two (2) John Deer Gators for the Department of Fire-Rescue.

RECOMMENDATIONS

That the City Council accept State Homeland Security Grant (SHSGP) funds in the amount of \$24,778.82 and authorize the purchase of two (2) John Deer Gators from Stotz Equipment.

Background

The Department of Fire-Rescue has just learned of an unanticipated grant opportunity. The State Homeland Security Grant Program (SHSGP) has tentatively awarded funds for the purchase of various equipment pieces for the Department of Fire-Rescue. This report is one of three SHSGP-related grant and purchase items included on tonight's agenda.

While the Department anticipates receiving this grant award, the proposed equipment purchase is currently under review with the possibility that the SHSGP may not approve. The City is requesting that SHSGP provide \$24,778.82 to the Santa Fe Springs Department of Fire-Rescue for the purchase of two (2) John Deer Gators (Model PR15 XUV825i). The grant comes with a requirement that the purchase(s) be made by March 31, 2016.

Given the approaching deadline, the Department is seeking formal acceptance of the funds and approval for the purchase of the gators. If the grant award is not realized, the purchase would not proceed. It is possible that SHSGP may inform us of their decision by the date of the City Council meeting.

John Deer Gators

These units are proposed for use in the movement of personnel and equipment over areas that may be inaccessible by fire apparatus. They can be utilized for all types of incidents, including urban search & rescue (US&R) and Hazardous Material emergencies. These units are designed to operate over many different types of terrain and have a narrow turning radius.

Secondary uses for the units would be for the movement of equipment and personnel during training operations at the State Homeland Security Regional Training Center located next to Fire Headquarters. When needed for emergency response, the two units would be transported on a trailer. Use of these two units would be restricted to trained Department of Fire-Rescue personnel.



City of Santa Fe Springs

City Council Meeting

February 25, 2016

Below is a summary of the bids received for the two John Deer Gators:

<u>Vendor</u>	<u>Amount</u>
Stotz Equipment	\$24,778.82
Powerland Equipment, Inc.	\$25,615.44
RDO Equipment Co.	\$26,302.62

Fiscal Impact

The State Homeland Security Grant (SHSGP) is a 100% reimbursable grant so there will be no fiscal impact to the General Fund.

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

Thaddeus McCormack
City Manager

Attachment(s)

Stotz Equipment Quote

Photo - John Deer Gator Model #PR15 XUV825i

John Deer Gator PR15 XUV825i





City of Santa Fe Springs

City Council Meeting

February 25, 2016

NEW BUSINESS

Acceptance of State Homeland Security Grant Program (SHSGP) Funds for the Purchase of a 2016 Ford Police Interceptor Utility Vehicle for the Department of Fire-Rescue.

RECOMMENDATION

That the City Council accept SHSGP funds in the amount of \$31,029.17 and authorize the Director of Purchasing Services to purchase one (1) 2016 Ford Police Interceptor Utility Vehicle from Downtown Ford Sales utilizing a City of Sacramento Contract (No. B13131311025) and authorize a purchase order to be issued in the amount of \$31,029.17 for this transaction.

Background

The Department of Fire-Rescue has just learned of an unanticipated grant opportunity. The State Homeland Security Grant Program (SHSGP) has tentatively awarded funds for the purchase of various equipment pieces for the Department of Fire-Rescue. This report is one of three SHSGP-related grant and purchase items included on tonight's agenda.

While the Department anticipates receiving this grant award, the proposed equipment purchase is currently under review with the possibility that the SHSGP may not approve. The City is requesting that SHSGP provide \$31,029.17 to the Santa Fe Springs Department of Fire-Rescue for the purchase of a 2016 Ford Police Interceptor All-Wheel Drive Utility Vehicle (Ford Explorer). The grant comes with a requirement that the purchase(s) be made by March 31, 2016.

Given the approaching deadline, the Department is seeking formal acceptance of the funds and approval for the vehicle purchase. If the grant award is not realized, the purchase would not proceed. It is possible that SHSGP may inform us of their decision by the date of the City Council meeting.

2016 Ford Police Interceptor Utility Vehicle

The Department is recommending the "Police Interceptor" model to take advantage of the factory installed pre-wiring option for emergency lighting, siren and warning devices that are not currently available on a standard model. The vehicle may be used as a command vehicle for deployment on urban search & rescue (US&R) and hazardous materials events. This is consistent with the Federal Emergency Management Agency's (FEMA) development of new operational guidelines for US&R Regional Task Forces with the recommendation of an early deployment of an "Advanced Team" to survey the area, develop a plot plan of the area, and make initial risk assessments.



City of Santa Fe Springs

City Council Meeting

February 25, 2016

Secondary use for the vehicle would be by the Santa Fe Springs Regional Task Force Fire Captain assigned to the Los Angeles Area Fire Chief's Regional Training Group. Currently, this fully grant-funded position is being filled by Santa Fe Springs Fire Captain Sean Escontrias.

It is recommended that the purchase of this vehicle be made by "piggybacking" or utilizing an existing City of Sacramento Contract (B13131311025) from Downtown Ford Sales. The City of Sacramento issued a contract to them based on a comprehensive procurement process for this type of vehicle that was awarded on the basis of the lowest bidder. The quoted amount includes all taxes, fees, and delivery costs. Using the same contract last month, the City Council authorized the purchase of five Ford Explorer vehicles from Downtown Ford Sales for the Police Services Department to utilize.

Fiscal Impact

The State Homeland Security Grant (SHSGP) is a 100% reimbursable grant with no fiscal impact to the General Fund.


Thaddeus McCormack
City Manager

Attachment(s)

Downtown Ford Sales Quote
City of Sacramento Purchase Contract

THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95811
916-442-6931 fax 916-491-3138

S021716 1106

QUOTATION**Customer**

Name SEAN ESCONTRIAS
Address CITY OF SANTA FE SPRINGS
City _____
Phone VIA EMAIL

Date 2/17/2016
REP SANDRA
Phone 916-442-6931
FOB _____

Qty	Description	Unit Price	TOTAL
1	2016 FORD POLICE INTERCEPTOR AWD UTILITY CITY OF SACRAMENTO PIGGYBACK	\$26,603.00	\$26,603.00
-1	SOLID COLOR - WHITE	\$334.00	(\$334.00)
1	PREWIRE FOR GRILL LAMP, SIREN, SPEAKER	\$51.00	\$51.00
1	INTERIOR UPGRADE PACKAGE	\$381.00	\$381.00
1	FRONT HEADLAMP LIGHTING SYSTEM	\$892.00	\$892.00
1	18" PAINTED ALUMINUM WHEELS	\$465.00	\$465.00
1	DOC FEE	\$80.00	\$80.00
SALES TAX CALCULATED AT 9%			

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

Subtotal	\$28,138.00
Delivery	\$350.00
Taxes LOS ANGELES	\$2,532.42
CA Tire Tax	\$8.75
TOTAL	\$31,029.17

Office Use Only

2% DISCOUNT WITH PAYMENT IN 20 DAYS

05/01/15

2016 UTILITY POLICE INTERCEPTOR EQUIPMENT GROUP

PROPRIETARY

Series	Option Code	Police Interceptor 500A
Utility Police Interceptor AWD (incl. D&D)	K8A	S
3.7L V6 Ti-VCT FFV with 6-Speed Automatic Transmission	99R / 44C	S
3.5L V6 EcoBoost® – (131mph Top Speed)	99T / 44C	O
EQUIPMENT GROUP		
Interior Upgrade Package – 1 st and 2 nd Row Carpet Floor Covering – Cloth Seats – Rear – Center Floor Console less shifter w/unique Police console finish plate – Includes Console – Top Plate – Finish 3 (incl. 2 cup holders) – Floor Mats, front and rear (carpeted) – Deletes the standard console mounting plate (85D) Note: Not available with options: 67G, 67H, 67U	65U	O
Front Headlamp / Police Interceptor Housing Only – Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) – Pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights) Note: Not available with options: 66A and 67H	86P	O
Front Headlamp Lighting Solution – Includes base LED Low beam/incandescent (Halogen) High beam headlamp with High Beam Wig-wag function and two (2) white rectangular LED side warning lights – Includes pre-wire for grille LED lights, siren and speaker (60A) – Wiring, LED lights included. Controller "not" included Note: Not available with option: 67H Note: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	66A	O
*Tail Lamp / Police Interceptor Housing Only – Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies) Note: Not available with options: 66B and 67H	86T	O
Tail Lamp Lighting Solution – Includes base LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps – LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	66B	O
Rear Lighting Solution – Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass – Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) – LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	66C	O
Cargo Wiring Upfit Package – Rear console plate (85R) – contours through 2 nd row; channel for wiring – Wiring overlay harness with lighting and siren interface connections – Vehicle Engine Harness: o Two (2) light connectors – supports up to six (6) LED lights (engine compartment) o Two (2) grille light connectors o Two (2) 50 amp battery ground circuits in right hand rear-quarter power distribution junction block o One (1) 10-amp siren/speaker circuit (engine to cargo area) – Whelen Lighting PCC8R Control Head – Whelen PCC8R Light Relay Center (mounted behind 2 nd row seat) – Light Controller / Relay Center Wiring (jumper harness) – Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head – Pre-wiring for grille LED lights, siren and speaker (60A) – Does "not" include LED lights o Recommend Police Wire Harness Connector Kits 47C and 21P Note: Not available with options: 65U, 67H and 67U	67G	O
Ready for the Road Package: All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus – Whelen Cencom Light Controller Head with dimmable backlight – Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2 nd row seat) – Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtailed – High current pigtail – Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head – Pre-wiring for grille LED lights, siren and speaker (60A) – Rear console plate (85R) – contours through 2 nd row; channel for wiring – Grille linear LED Lights (Red / Blue) and harness – 100-Watt Siren / Speaker – Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P) – Wiring Harness: o Two (2) 50 amp battery and ground circuits in RH rear-quarter Note: Not available with options: 66A, 66B, 66C, 67G, 67U and 65U	67H	O

* = New for this model year

P = Included in Equipment Group, S = Standard Equipment, O = Optional

3/27/15

**2016 FORD POLICE INTERCEPTOR – UTILITY
ALL WHEEL DRIVE
CITY OF SACRAMENTO CONTRACT B13131311025
TERMS: 2% DISCOUNT WITH PAYMENT IN 20 DAYS**

BASE PRICE	\$26,603.00
------------	-------------

MAJOR STANDARD EQUIPMENT		
BLACK/WHITE VINYL WRAP, 2 FRONT DOORS/ROOF WHITE – BALANCE BLACK, CLOTH FRONT SEAT, VINYL REAR SEAT, 3.7L V6 ENGINE, 6-SPEED AUTO TRANS, HD STEEL WHEELS, FULL SIZE SPARE, POWER ADJUSTABLE PEDALS, DARK CAR LAMP, PROGRAMMABLE STEERING WHEEL-MOUNTED CONTROLS, SYNC SYSTEM, DISABLED POWER WINDOW SWITCH, REVERSE SENSING SYSTEM. INCLUDES 5YEAR / 100,000 MILE POWERTRAIN CARE PLAN WARRANTY WITH \$0 DEDUCTIBLE		
AVAILABLE OPTIONS	PRICE	V
TUTONE WRAP – ALL DOORS/ROOF	210.00	
BADGE DELETE (DELETES POLICE INTERCEPTOR BADGES)	0.00	
BALLISTIC DOOR PANELS – DRIVER FRONT ONLY	1550.00	
BALLISTIC DOOR PANELS – DRIVER & PASSENGER FRONT	3094.00	
CLOTH REAR SEAT	59.00	
DAYTIME RUNNING LAMPS	44.00	
READY FOR THE ROAD PACKAGE	3336.00	
AUXILLARY AIR CONDITIONING	595.00	
NOISE SUPPRESSION BONDS (GROUND STRAPS)	97.00	
SPOT LAMPS (INCANDESCENT BULB)	385.00	
SPOT LAMPS (LED)	606.00	
KEYED ALIKE	50.00	
PREWIRE FOR GRILL LAMP, SIREN & SPEAKER	51.00	X
REAR VIEW CAMERA	239.00	
SOLID COLOR <i>* WHITE *</i>	(334.00)	X
3.5L V6 ECOBOOST ENGINE	3416.00	
INTERIOR UPGRADE PACKAGE (CARPETING, CLOTH REAR SEAT, CENTER CONSOLE, FLOOR MATS)	381.00	X
FRONT HEADLAMP LIGHTING SYSTEM (PROJECTOR BEAM HEADLAMP PLUS (2) MULTI FUNCTION PARK/TURN/WARN (PTW) BULBS FOR WIG-WAG SIMULATION AND (2) WHITE HEMISPHERIC LED SIDE WARNING LIGHTS, PRE-WIRE FOR GRILLE LED LIGHTS, SIREN & SPEAKER, LED LIGHTS INCLUDED, CONTROLLER NOT INCLUDED	892.00	X
18" PAINTED ALUMINUM WHEELS	465.00	X
FULL FACE WHEEL COVERS	59.00	
DOME LAMP RED/WHITE IN CARGO AREA	50.00	
BLIS -- BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT (REQUIRES REAR VIEW CAMERA)	470.00	
LOCKABLE GAS CAP	19.00	
100 WATT SIREN SPEAKER	293.00	

DOWNTOWN FORD SALES

525 North 16th Street • Sacramento, CA 95811

April 20, 2015

Government Vehicle Contracts

Attached are vehicles Downtown Ford has available under contracts with the State of California, the City of Sacramento and the County of Contra Costa. All contracts have a piggyback provision which allows you to purchase at the same price, terms and conditions of the original contract.

Please use the following pages to obtain pricing. Simply mark in the right hand column anything you want to add/change and send back to us. From this we will provide you a quote which will include taxes, fees and delivery to you. If there is an item you need that is not listed, please let us know and we will get you pricing — such things as cranes, inverters, special lighting, etc.

These prices are good thru February 2016.

Looking forward to working with you again.

Dave Forbess
Fleet Manager

Sandra Scott
Fleet Administration

All Fords are created equal



Downtown Ford makes the difference.

www.downtownfordsales.com • sales@downtownfordsales.com • service@downtownfordsales.com
phone (916) 442-6931

Meeting Date: 4/2/2013

Report Type: Consent

Report ID: 2013-00224



Title: Contract: Police Vehicles

Location: Citywide

Issue: Purchase of replacement vehicles for the Police Department for ongoing operations is required.

Recommendation: Pass a Motion: 1) awarding a three-year contract to Downtown Ford for the purchase of replacement Ford vehicles in an amount not to exceed \$1,822,536 for the three-year period; and 2) authorizing the City Manager or the City Manager's designee to execute the contract specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

Contact: Keith Leech, Fleet Manager, (916) 808-5869, General Services Department

Presenter: None

Department: General Services

Division: Fleet Management Admin

Dept ID: 13001311

Attachments:

- 1- Description/Analysis
- 2- Attachment 1-Bld Evaluation Results
- 3-Contract

City Attorney Review

Approved as to Form
Kourtney Burdick
3/27/2013 10:10:08 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Janelle Gray
3/18/2013 1:05:37 PM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 3/22/2013 11:20:28 AM

James Sanchez, City Attorney

Shirley Concolino, City Clerk
John F. Shirey, City Manager

Russell Fehr, City Treasurer



Description/Analysis

Issue: The Department of General Services, Fleet Management Division, has a requirement to purchase replacement vehicles for the Police Department for ongoing operations.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56 and Resolution No. 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of vehicles and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

Sustainability: The recommended purchases are consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083).

Commission/Committee Action: None

Rationale for Recommendation: The Department of General Services, Fleet Management Division, has a requirement to purchase replacement vehicles for the Police Department for ongoing operations.

On January 18, 2013, Fleet Management, in accordance with City Code Chapter 3.56, issued Invitation for Bid No. B13131311025 for the purchase of Ford vehicles. Three responses were received. Downtown Ford was selected as the lowest responsive and responsible bidder. The bid results are provided in Attachment 1.

Financial Considerations: The recommended contract will be used for the following purchases:

- One Police Interceptor sedan budgeted in FY2011/12 in an amount not to exceed \$28,434, purchased from the Department of General Services operating budget (Fleet Fund, Fund 6501) and charged to the Police Department's multi-year operating project for replacement vehicles and equipment (I06013110, General Fund, Fund 1001). Sufficient funds are available in these budgets to make this purchase.
- One Police Interceptor sedan and one Police Interceptor utility vehicle (SUV) budgeted in FY2012/13 in an amount not to exceed \$60,342, purchased with lease financing as approved by City Council on September 27, 2012 (Resolution No. 2012-333), and repaid from the Police Department operating budget (General Fund, Fund 1001). Resolution No. 2012-333 authorized the City Manager to amend the Police department budget to reflect this lease financing. Lease terms are included in Attachment 1.
- An estimated 55 Police Interceptor sedans and one Police Interceptor SUV currently projected to be replaced in FY2013/14 – FY2014/15 in an amount not to exceed \$1,733,760 purchased from the Department of General Services operating budget (Fleet Fund, Fund 6501) and charged to the Police Department's multi-year operating project for replacement vehicles and equipment (I06013110, General Fund, Fund 1001). This includes a contingency of six Police Interceptor

sedans per fiscal year to replace any vehicles totaled in accidents or any vehicles that ultimately need to be replaced ahead of schedule, plus a maximum five percent price increase per year. These purchases are subject to funding availability in the adopted budget of the applicable fiscal year. The actual vehicles to be replaced and the models purchased may be different than the current projection depending on the driving patterns between the date of this report and the replacement year, and the operational needs of the Police Department. Fleet Management staff will meet with the Police Department prior to making the purchases to confirm the models and options required.

The expenditures noted above are also provided in the following table:

Estimated Expenditures – Police Department Replacement Vehicles								
	FY2012/13		FY2013/14		FY2014/15		Total	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
Sedan	2	\$56,868	16	\$477,684	39	\$1,222,573	57	\$1,757,125
SUV	1	\$31,908	1	\$33,503	0	\$0	2	\$65,411
Total	3	\$88,776	17	\$511,187	39	\$1,222,573	59	\$1,822,536

Emerging Small Business Development (ESBD): Downtown Ford is not certified as emerging/small businesses.



Attachment 1

BID EVALUATION RESULTS - BID NO. B13131311025

	Downtown Ford	Harrold Ford	Wondries Auto Group
Vehicles	2,454,462.00	2,640,323.26	2,688,564.00
5% ESBE Preference	0.00	0.00	0.00
1% City Limit Preference	(24,544.62)	0.00	0.00
Prompt Payment Discount	(49,089.24)	(45,498.05)	0.00
8.50% Sales Tax	208,629.27	224,427.48	228,527.94
CA Tire Fee \$8.75	796.25	796.25	796.25
Total Bid Evaluation	\$2,590,253.66	\$2,820,048.94	\$2,917,888.19

The lowest responsible bid amount from Downtown Ford represents the total for the quantities selected for bid evaluation purposes only. The recommended contract amount of \$1,822,536 with Downtown Ford more closely reflects the actual amount anticipated to be expended overall for the potential contract period. Harrold Ford was deemed non-responsive due to missing pages in the bid response documents.

LEASE TERMS

Lease Financing Amount	\$2,818,210
Loan Term	5.5 years
Interest Rate	1.1745%
Annual Debt Service	\$582,007



City of Sacramento

☐ Government Agency

☐ Recorder

Requires Council Approval: ☐ No ☒ YES Meeting: 4/2/2013

General Information

Type: Commodity

☐ CHANGE: None CH #:

\$ Not to Exceed: \$ 1,822,536.00

Original Contract Number:

Original Contract Amount:



Contractor: Downtown Ford Sales

Project Name: Police Vehicles

Project Number:

Bid Transaction #: B13131311025

E/SBE-DBE-M/WBE:

Department Information

Department: General Services

Division: Fleet

Project Mgr: Keith Leech

Division Mgr: Keith Leech

Contract Services: Debbie Reeder

Phone Number: 808-4078

Org Number: 13001511

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>[Signature]</i>	3-20-13
Contract Services:	<i>[Signature]</i>	3/20/13
City Attorney		
City Attorney:		

☐ Send Interoffice Mail ☒ Notify for Pick Up

Authorization	Signature or Initial	Date
Schwartz, Reina		
Department Director:		
City Mgr: yes <input type="checkbox"/> No <input type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts

This coversheet is to remain with the original signed Contract.

(Council Approval - Yellow)

For City Clerk Processing

Finalized:

Initial:

Date:

Imaged:

Initial:

Date:

Received:

(City Clerk Stamp Here)



City of Santa Fe Springs

City Council Meeting

February 25, 2016

NEW BUSINESS

Acceptance of State Homeland Security Grant Program (SHSGP) Funds for the Purchase of Six (6) Thermal Imaging Cameras for the Department of Fire-Rescue.

RECOMMENDATIONS

That the City Council accept State Homeland Security Grant Program (SHSGP) funds in the amount of \$55,000 and authorize the purchase of six (6) Scott X380N Thermal Imaging Cameras.

Background

The Department of Fire-Rescue has just learned of an unanticipated grant opportunity. The State Homeland Security Grant Program (SHSGP) has tentatively awarded funds for the purchase of various equipment pieces for the Department of Fire-Rescue. This report is one of three SHSGP-related grant and purchase items included on tonight's agenda.

While the Department anticipates receiving this grant award, the proposed equipment purchase is currently under review with the possibility that the SHSGP may not approve. The City is requesting that SHSGP provide \$55,000 to the Santa Fe Springs Department of Fire-Rescue for the purchase of a six (6) Scott X380N Thermal Imaging Cameras. The grant comes with a requirement that the purchase(s) be made by March 31, 2016.

Given the approaching deadline, the Department is seeking formal acceptance of the funds and approval for the camera purchase. If the grant award is not realized, the purchase would not proceed. It is possible that SHSGP may inform us of their decision by the date of the City Council meeting.

Thermal Imaging Cameras

The Department of Fire-Rescue currently carries thermal imaging cameras on each front line fire apparatus. The Department's current thermal imaging cameras were purchased in 2008 and have required periodic updates and repairs. The technology and capability of the cameras have vastly improved since the purchase of the first-generation cameras. The proposed cameras would replace the Department's current outdated thermal imaging cameras with the latest technology available today.

Thermal imaging cameras utilize infra-red technology to identify heat sources in environments where conditions provide limited visibility. Their primary use is to assist with the search and rescue operations of incapacitated victims. Secondary uses include identifying heat sources in walls, fluid levels in tanks, over-heated equipment, etc.



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As a result of the grant award opportunity being made available only a few days ago, the Department of Fire-Rescue has not fully completed the bidding process. An updated agenda report will be presented prior to the meeting with a recommended vendor and pricing.

Fiscal Impact

The State Homeland Security Grant (SHSGP) is a 100% reimbursable grant so there will be no fiscal impact to the General Fund.

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

Thaddeus McCormack
City Manager



PRESENTATION

2016 Family Fun Night – Recognition of Event Partners

RECOMMENDATION

That the City Council recognize the 2016 Family Fun Night event partners.

BACKGROUND

The City of Santa Fe Springs adopted a Health and Wellness Initiative three (3) years ago to educate and empower the community to improve and maintain overall health and well-being and to advocate for a healthy community culture. By adopting a Healthy Eating Active Living (HEAL) resolution, the City supports healthy lifestyles, including health education, physical activity, and better health choices surrounding access to food consumption. As part of the Health & Wellness initiative, the Community Services Department collaborated with several agency partners to offer a Family Fun Night event for the community.

The purpose of the 3rd annual Family Fun Night was to promote healthy hearts through healthy eating and active living. The event took place on Friday, February 19 from 6 – 8:30 p.m. at the Activity Center. The evening consisted of a Healthy Cooking Demonstration, a healthy dinner, family fun & games at several health-related activity booths, and prize drawings. The City was also able to provide free transportation for our families; two pick-up locations were designated, 1) Little Lake City School District Office, and 2) Aeolian Elementary School in Whittier.

The planning began in November 2016. The following partners were actively involved in the planning and coordination of this successful event:

- PIH Health
- AltaMed
- Little Lake City School District
- Los Nietos School District

For almost 4 months, these partners dedicated their time and energy to the planning of this occasion, specifically the development of the health-related booths. Twelve (12) booths were offered, each carefully designed to meet the needs of the event and our community. The booths included information on portion control, healthier food & drink options, healthy weight, growing your own garden, the use of technology for health, and simple exercises that can be done at home as a family.



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Through this outstanding collaboration, the event attracted over 300 participants, including adults and children. Everyone left with important information regarding their

health and wellness, most importantly, they took with them many resources that will help them take simple steps to a healthier life for them and their families.

Today we thank our partners for helping make this a very successful event. Without their support, the Family Fun Night would not have been as successful as it was.

The Mayor may wish to call on Maritza Sosa-Nieves, Management Assistant, to assist with the presentation.

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

Thaddeus McCormack
City Manager



APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	1	Rounds
Beautification	3	Sarno
Beautification	2	Trujillo
Community Program	1	Moore
Community Program	1	Rounds
Community Program	3	Sarno
Community Program	4	Trujillo
Community Program	3	Zamora
Heritage Arts	1	Zamora
Historical	1	Rounds
Historical	2	Sarno
Historical	3	Trujillo
Historical	3	Zamora
Parks & Recreation	1	Trujillo
Senior Citizens	1	Moore
Senior Citizens	1	Rounds
Senior Citizens	2	Sarno
Senior Citizens	4	Trujillo
Senior Citizens	3	Zamora
Sister City	1	Moore
Sister City	3	Sarno
Sister City	2	Trujillo
Youth Leadership	2	Sarno
Youth Leadership	1	Trujillo
Youth Leadership	2	Zamora

Applications Received:

- Frank Aguayo – Community Program and Parks & Recreation Advisory
- Frank Ramirez – Youth Leadership Committee

Recent Actions: Appointed Sarah Garcia to the Youth Leadership Committee.


Thaddeus McCormack
City Manager

Attachments:

Committee Lists

Prospective Members

Report Submitted by: Sylvia Bermudez
City Clerk

Date of Report: February 19, 2016

ITEM NO. 26a

Prospective Members for Various Committees/Commissions

Beautification

Frankie Aguayo Jr.

Community Program

Frankie Aguayo Jr.

Frank Aguayo

Family & Human Services

Heritage Arts

Frankie Aguayo Jr.

Historical

Personnel Advisory Board

Parks & Recreation

Linda Vallejo

Frankie Aguayo Jr.

Frank Aguayo

Planning Commission

Delmy Johana Coca

Francis Carbajal

Bryan Collins

Senior Citizens Advisory

Sister City

Jeannette Wolfe

Frankie Aguayo Jr.

Traffic Commission

Delmy Johana Coca

Francis Carbajal

Bryan Collins

Youth Leadership

Frank Ramirez

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Hall

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(16)
	Paula Minnehan	(16)
	Annie Petris	(17)
	Guadalupe Placencia	(17)
	Gloria Campos	(17)
Zamora	Mary Reed	(16)
	Charlotte Zevallos	(16)
	Doris Yarwood	(16)
	Vada Conrad	(17)
	Joseph Saiza	(17)
Rounds	Sadie Calderon	(16)
	Rita Argott	(16)
	Mary Arias	(17)
	Marlene Vernava	(17)
	Vacant	(17)
Sarno	Vacant	(16)
	Irene Pasillas	(16)
	Vacant	(16)
	May Sharp	(17)
	Vacant	(17)
Trujillo	Mary Jo Haller	(16)
	Vacant	(16)
	Margaret Bustos*	(16)
	Vacant	(17)
	A.J. Hayes*	(17)

**Indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., Town Center Hall, Meeting Room #1

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	George Felix, Jr.	(16)
	Vacant	(16)
	Mary Jo Haller	(17)
	Gabriela Garcia	(17)
	Bryan Collins	(17)
Zamora	Vacant	(16)
	Mary Anderson	(17)
	Dolores H. Romero*	(17)
	Vacant	(16)
	Vacant	(17)
Rounds	Mark Scoggins*	(16)
	Marlene Vernava	(16)
	Vacant	(16)
	Anthony Ambris	(17)
	Johana Coca*	(17)
Sarno	Jeanne Teran	(16)
	Miguel Estevez	(16)
	Vacant	(16)
	Vacant	(17)
	Vacant	(17)
Trujillo	Lydia Gonzales	(16)
	Vacant	(16)
	Vacant	(16)
	Vacant	(17)
	Vacant	(17)

**Indicates person currently serves on three committees*

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

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

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

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Arcelia Miranda	(16)
	Martha Villanueva	(17)
	Margaret Bustos*	(17)
Zamora	Lydia Gonzales	(16)
	Tina Delgado	(17)
	Gilbert Aguirre	(17)
Rounds	Annette Rodriguez	(16)
	Janie Aguirre	(17)
	Ted Radoumis	(17)
Sarno	Debbie Belmontes	(16)
	Linda Vallejo	(16)
	Hilda Zamora	(17)
Trujillo	Dolores H. Romero*	(16)
	Gloria Duran*	(16)
	Bonnie Fox	(17)

Organizational Representatives:
(Up to 5)

Nancy Stowe
Evelyn Castro-Guillen
Elvia Torres
(SPIRITT Family Services)

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

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

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

Membership: 9 Voting Members
 6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Laurie Rios	6/30/2016
Zamora	Vacant	6/30/2016
Rounds	Pauline Moore	6/30/2016
Sarno	Francis Carbajal	6/30/2016
Trujillo	Amparo Oblea	6/30/2016

Committee Representatives

Beautification Committee	Marlene Vernava*	6/30/2017
Historical Committee	Sally Gaitan	6/30/2017
Planning Commission	Vacant	6/30/2017
Chamber of Commerce	Debbie Baker	6/30/2017

Council/Staff Representatives

Council Liaison	
Council Alternate	Richard Moore
City Manager	Thaddeus McCormack
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

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

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Vacant	6/30/2017
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Anita Ayala	6/30/2017

PLANNING COMMISSION

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

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

Membership: 5

APPOINTED BY

NAME

Moore

Ken Arnold

Rounds

Ralph Aranda

Sarno

John Mora

Trujillo

Frank Ybarra

Zamora

Gabriel Jimenez

SENIOR CITIZENS ADVISORY COMMITTEE

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

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Vacant	(16)
	Yoko Nakamura	(16)
	Paul Nakamura	(16)
	Astrid Shesterkin	(17)
	Vacant	(17)
Zamora	Rebecca Lira	(16)
	Vacant	(16)
	Vacant	(16)
	Amelia Acosta	(17)
	Vacant	(17)
Rounds	Vacant	(16)
	Bonnie Fox	(16)
	Gilbert Aguirre	(17)
	Lorena Huitron	(17)
	Janie Aguirre	(17)
Sarno	Gloria Duran*	(16)
	Vacant	(16)
	Hilda Zamora	(17)
	Vacant	(17)
	Ed Duran	(17)
Trujillo	Vacant	(16)
	Vacant	(16)
	Vacant	(17)
	Margaret Bustos*	(17)
	Vacant	(17)

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:45 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(16)
	Laurie Rios	(16)
	Mary K. Reed	(17)
	Peggy Radoumis	(17)
	Vacant	(17)
Zamora	Charlotte Zevallos	(16)
	Francis Carbajal	(16)
	Michele Carbajal	(17)
	Doris Yarwood	(17)
	Lucy Gomez	(17)
Rounds	Manny Zevallos	(16)
	Susan Johnston	(16)
	Robert Wolfe	(16)
	Ted Radoumis	(17)
	Dominique Velasco	(17)
Sarno	Vacant	(16)
	Vacant	(16)
	Vacant	(16)
	Ed Madrid	(17)
	Cathy Guerrero	(17)
Trujillo	Vacant	(16)
	Andrea Lopez	(16)
	Dolores H. Romero*	(17)
	Marcella Obregon	(17)
	Vacant	(17)

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

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

Membership: 5

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

APPOINTED BY

NAME

Moore

Albert J. Hayes

Rounds

Ted Radoumis

Sarno

Alma Martinez

Trujillo

Greg Berg

Zamora

Vacant

TRAFFIC COMMISSION

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

Membership: 5

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

APPOINTED BY	NAME
Moore	Albert J. Hayes
Rounds	Ted Radoumis
Sarno	Alma Martinez
Trujillo	Greg Berg
Zamora	Tina Delgado

YOUTH LEADERSHIP COMMITTEE

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

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

APPOINTED BY	NAME	Term Expires in Year Listed or upon Graduation
Moore	Richard Aguilar	(17)
	Evony Reyes	(16)
	Zachary Varela	(17)
	Lexi Cid	(17)
Zamora	Metztli Mercado-Garcia	(17)
	Danniela Chavez	(17)
	Vacant	()
	Vacant	()
Rounds	Gabriel Perez	(16)
	Jennisa Casillas	(17)
	Laurence Ordaz	(16)
	Sarah Garcia	()
Sarno	Anissa Rodriguez	(16)
	Vacant	()
	Vacant	()
	Alyssa Madrid	(16)
Trujillo	Paul Legarreta	(17)
	Victoria Nunez	(16)
	Richard Uribe	(16)
	Vacant	()