



AGENDA

ADJOURNED REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

September 12, 2017
6:00 P.M.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

William K. Rounds, Mayor
Jay Sarno, Mayor Pro Tem
Richard J. Moore, 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

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

HOUSING SUCCESSOR

3. Minutes of the August 10, 2017 of the Housing Successor Agency

Recommendation: That the Housing Successor approve the minutes as submitted.

SUCCESSOR AGENCY

4. Minutes of the August 10, 2017 of the Successor Agency.

Recommendation: That the Successor Agency approve the minutes as submitted.

CITY COUNCIL

5. CITY MANAGER REPORT

6. CONSENT AGENDA

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

a. Minutes of the August 10, 2017 Regular City Council Meeting

Recommendation: That the City Council:

- Approve the minutes as submitted.

b. Quarterly Treasurer's Report of Investments for the Quarter Ended June 30, 2017

Recommendation: That the City Council:

- Receive and file the report.

c. Fire Station Headquarters – HVAC Improvements – Final Payment

Recommendation: That the City Council:

- Approve the Final Payment (less 5% Retention) to Los Angeles Air Conditioning, Inc. of La Verne, California in the amount of \$252,700.00 for the subject project.

d. Community Development Block Grant (CDBG) Program Participating City Cooperation Agreement with the Community Development Commission of the County of Los Angeles – Amendment No. 1

Recommendation: That the City Council:

- Approve Amendment No. 1 to the Community Development Block Grant Program Participating City Cooperation Agreement with the Community Development Commission of the County of Los Angeles; and
- Authorize the Mayor to execute Amendment No. 1.

e. Interim City Manager Professional Services Agreement

Recommendation: That the City Council:

- Receive and file the City of Santa Fe Springs Agreement Retaining Donald R. Powell as Interim City Manager.

f. Agreement for Professional Services with Keyser Marston Associates

Agreement between the City of Santa Fe Springs and Keyser Marston Associates to conduct a hotel feasibility analysis for a proposed hotel located on the southwest corner of Norwalk Boulevard and Telegraph Road in the City of Santa Fe Springs

Recommendation: That the City Council:

- Approve an agreement between the City of Santa Fe Springs and Keyser Marston Associates to conduct a hotel feasibility analysis for a proposed hotel at Heritage Court located on the southwest corner of Norwalk Boulevard and Telegraph Road in the City of Santa Fe Springs.

PUBLIC HEARINGS

7. Consideration of Appeal of Conditional Use Permit Case No. 783

Council's review of the Planning Commission decision denying a conditional use permit for the operation and maintenance of a massage use at 11416 Washington Boulevard, in the Community Commercial (C4) Zone, and within the Washington Boulevard Redevelopment Project Area

Recommendation: That the City Council:

- Open the Public Hearing for those wishing to speak on these matters; and thereafter, close the Public Hearing;
- Consider an appeal of the Planning Commission's decision to deny the request for a Conditional Use Permit to allow the operation and maintenance of a massage use at 11416 Washington Boulevard;
- Adopt Resolution No. 9558 upholding the Planning Commission's decision denying CUP 783 for the operation of a massage establishment at 11416 Washington Boulevard.

8. Ordinance No. 1089: An Ordinance of the City Council of the City of Santa Fe Springs, California, Amending Santa Fe Springs Municipal Code, Chapter 15 (Land Use), Title 155 (Zoning), Section 155.003 (Definitions), Section 155.481 (Require Parking), and Section 155.637 (Mini-warehouses) of the City Zoning Regulations

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1089, and thereafter close the Public Hearing; and
- Waive further reading and introduce Ordinance No. 1089.

9. General Rule Exemption – CEQA Guidelines §15061(b)(3) Zoning Text Amendment – Wireless Telecommunications Facilities Ordinance No. 1090: An ordinance of the City Council of the City of Santa Fe Springs, California, amending Santa Fe Springs Municipal Code Title 15 (Land Usage), Section 155 (Zoning), Sections 155.377 (Permitted, Accessory and Conditional Uses Freeway Overlay Zone) and 155.381 (Design Standards

Freeway Overlay Zone), and adding Chapter 157 to Santa Fe Springs Municipal Code Title 15 (Land Usage) to establish a comprehensive set of regulations and standards for the permitting, placement, design, installation, operation and maintenance of wireless telecommunications facilities in all areas of the city

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1090 and, thereafter, close the Public Hearing; and
- Find that the proposed amendments to the text of the City's Land Use Regulations are consistent with the City's General Plan; and
- Introduce for first reading the proposed amendments to the City Ordinance regarding wireless telecommunications facilities in all areas of the city.

NEW BUSINESS

10. 2018 Art Fest Event Consultant Services – Authorization to Advertise Request for Proposals

Recommendation: That the City Council:

- Authorize the Director of Community Services to request proposals to retain a consultant to provide professional services for the 2018 SFS Art Fest event.

11. Water Well No. 12 Engineering Design Services for Water Treatment System – Contract Amendment No. 2

Recommendation: That the City Council:

- Approve Contract Amendment No. 2 with CIVILTEC Engineering, Inc. (Civiltec), in the amount of \$25,612.00 for additional design services; and
- Authorize the Public Works Director to execute Contract Amendment No. 2.

12. Custodial Services – Authorization to Issue a Request for Bids

Recommendation: That the City Council:

- Authorize the City Engineer to Issue a Request for Bids to provide Custodial Services; and
- Authorize the City Engineer to extend the Custodial Services Contract with Merchants Building Maintenance, LLC on a month-to-month basis until the City Council awards a new contract for Custodial Services.

13. On-Call Professional Engineering Services – Residential South Streets Improvement Design-Year 1 (Harvest Avenue) – Contract Amendment No. 1

Recommendation: That the City Council:

- Amend the adopted Capital Improvement Program for FY 2012/15 to include Harvest Avenue Street Improvements (Darcy Street to Longworth Avenue);
- Accept the Proposal; and
- Authorize the Director of Public Works to execute Contract Amendment No. 1 with Fountainhead in the amount of \$15,825.00 for the design of Harvest Avenue Street Improvement.

14. Engineering Design Services – Florence Avenue Widening Project – Award of Contract
Recommendation: That the City Council:
- Amend the Adopted Capital Improvement Program for FY 2012/15 to include the Florence Avenue Widening project.
 - Accept the Proposals;
 - Award a Contract to Anderson Penna from Newport Beach, California in the amount of \$234,263.00 for the design of the Florence Avenue Widening project; and
 - Authorize the Mayor to execute the agreement with Anderson Penna.

CLOSED SESSION

15. PUBLIC EMPLOYMENT
(Pursuant to California Government Code Section 54957(b)(1))
TITLE: City Manager

Please note: Item Nos. 16 – 25, will commence at the 7:00 p.m. hour.

16. **INVOCATION**

17. **PLEDGE OF ALLEGIANCE**

18. **INTRODUCTIONS**

- Representatives from the Chamber of Commerce

19. **ANNOUNCEMENTS**

20. **PRESENTATIONS**

- a. Presentation to Milestone Event Celebrants

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

21. Committee Appointments

22. Mayor's Appointment to Successor Agency Oversight Board

23. **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.

24. **EXECUTIVE TEAM REPORTS**

25. **ADJOURNMENT**

City of Santa Fe Springs
Regular Meetings

September 12, 2017

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.



Janet Martinez, CMC
City Clerk

September 7, 2017
Date

**FOR ITEM NO. 3
PLEASE SEE ITEM NO. 6A**

**FOR ITEM NO. 4
PLEASE SEE ITEM NO. 6A**



APPROVED:

MINUTES OF THE MEETINGS OF THE HOUSING SUCCESSOR, SUCCESSOR AGENCY AND CITY COUNCIL

August 10, 2017

1. **CALL TO ORDER**

Mayor Rounds called the meeting to order at 6:04p.m.

2. **ROLL CALL**

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

Members absent: None

HOUSING SUCCESSOR

3. **CONSENT AGENDA**

Approval of Minutes

- a. Minutes of the July 13, 2017 of the Housing Successor Agency

Recommendation: That the Housing Successor approve the minutes as submitted.

It was moved by Council Member Zamora, seconded by Council Member Trujillo, approved Item No. 3A by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds

Nayes: None

SUCCESSOR AGENCY

4. **CONSENT AGENDA**

Approval of Minutes

- a. Minutes of the July 13, 2017 Successor Agency Meeting

Recommendation: That the Successor Agency approve the minutes as submitted.

It was moved by Mayor Pro Tem Sarno, seconded by Council Member Moore, approved Item No. 4a by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds

Nayes: None

CITY COUNCIL

5. CITY MANAGER REPORT

City Manager McCormack spoke in regards to Senate Bill 649, which relates to permitting wireless and small cell telecommunications facilities. He also spoke about the 5Bars agreement, which will be taken to the next meeting for Council consideration, prior to the final decision of SB 649.

6. Approval of Minutes

A. Minutes of July 13, 2017 City Council Meeting

Recommendation: That the City Council:

- Approve the minutes as submitted.

It was moved by Council Member Trujillo, seconded by Mayor Pro Tem Sarno, to approve the minutes of the July 13, 2017, meeting as submitted, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds

Nayes: None

COUNCIL MEMBER REQUESTED ITEM

7. City Council Code of Conduct

Recommendation: That the City Council:

- Review, comment on, and consider for adoption the attached draft of the City of Santa Fe Springs City Council Code of Conduct.

It was moved by Mayor Pro Tem Sarno, seconded by Council Member Trujillo, to adopt the City of Santa Fe Springs City Council Code of Conduct as submitted, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds

Nayes: None

NEW BUSINESS

8. Appropriation of Funds from the City's Art in Public Places Fund and Authorization to Distribute Monies as Recommended by the Heritage Arts Advisory Committee to Fund the City's Art Education Grant Program Fiscal Year 2017-2018

Recommendation: That the City Council:

- Approve the appropriation of funds from the City's Art in Public Places Fund, Activity 6350-6100, and authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program Fiscal Year 2017-2018.

It was moved by Council Member Moore, seconded by Council Member Zamora, to approve the appropriation of funds from the City's Art in Public Places Fund, Activity 6350-6100, and authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program Fiscal Year 2017-2018, with the amendment of adding \$320 to the Library Bookmark project, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds
Nayes: None

9. Santa Fe Springs City Library Strategic Plan 2017-2022

Recommendation: That the City Council:

- Receive and file the Santa Fe Springs City Library Strategic Plan.

Joyce Ryan, Library Services Division Director provided a brief presentation.

It was moved by Council Member Zamora, seconded by Mayor Pro Sarno, to adopt the Investment Policy for FY 2017-2022, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds
Nayes: None

10. Approval of Parcel Map No.74025 – Southeast Corner of Los Nietos Road and Santa Fe Springs Road

Recommendation: That the City Council:

- Approve Parcel Map No. 74025;
- Find that Parcel Map No. 74025 together with the provisions for its design and improvement, is consistent with the City's General Plan; and
- Authorize the City Engineer and City Clerk to sign Parcel Map No. 74025.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Sarno, to adopt approve Parcel Map No. 74025; find that parcel Map No. 74025 together with the provisions for its design and improvement, is consistent with the City's General Plan; and authorize the City Engineer and City Clerk to sign Parcel No. 74025, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds
Nayes: None

11. Childcare Program Classrooms – Lease Agreement Amendment

Recommendation: That the City Council:

- Authorize the Director of Public Works to Execute an Amendment to the Lease Agreement with Williams Scotsman for the 3-Unit Childcare Program Classroom for a period of twenty-four months, effective August 10, 2017, and with a rental rate of \$1,420.00/month; and
- Authorize the Director of Public Works to Execute an Amendment to the Lease Agreement with Williams Scotsman for the 6-Unit Childcare Program Classroom for a period of twenty-four months, effective August 10, 2017, and with a monthly rental rate of \$2,445.00/month.

Thaddeus McCormack, City Manager asked the Mayor to pull item no. 11 and bring back to a future meeting for consideration.

There was a consensus amongst Council to continue item no. 11.

CLOSED SESSION

12. PUBLIC EMPLOYMENT

(Pursuant to Subdivision (e) of Section 54957 of the Government Code)

TITLE: City Manager

Mayor Rounds recessed the meetings at 6:18 p.m.

Mayor Rounds convened the meeting at 7:04 p.m.

CLOSED SESSION REPORT

City Attorney Yolanda Summerhill reported that Council met to discuss the closed session item and there was no action taken.

13. INVOCATION

Invocation was led by Mayor Pro Tem Sarno

14. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Youth Advisory Committee Members.

15. INTRODUCTIONS

- Chamber of Commerce Representatives: Debbie Baker, Scott Radcliff, Hilda Zamora from the School District and Greg Nordbak, retired Whittier Council Member.

16. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Pub Trivia Night, Saturday, August 19, 2017 at 7:00 p.m.
- Movie Nights at the Park, Friday, August 11, 2017 at 8:00 p.m.
- Fiestas Patrias, Friday, September 8, 2017 at 6:00 p.m.

17. PRESENTATIONS

- a. 2017 Children's Back to School Backpack Program – Recognition of Sponsors
- b. Proclaiming the day of August 21, 2017 as "National Senior Citizens Day" in the City of Santa Fe Springs

18. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Council Member Moore appointed Victor Santana and Destiny T. Cornejo to the Youth Leadership Advisory Committee.

Council Member Zamora appointed Frank Aguayo Sr. to the Parks & Recreation Committee

Mayor Rounds appointed Mary Anderson to the Parks & Recreation Committee.

19. ORAL COMMUNICATIONS

The following individuals spoke during oral communications:

1. Ron Rozen, Executive Administrator from Mercedez Diaz Homes, Inc.
2. Janie Aguirre, Santa Fe Springs resident.

20. EXECUTIVE TEAM REPORTS

- Noe Negrete, Public Works Director provided a brief update on the Florence Avenue Bridge closure and the Goodman Birtcher Development project.
- Wayne Morrell, Planning Director spoke in regards to the new businesses that have opened in Santa Fe Springs such as the Poke Bar, Fins & Tails, Zips Dry Cleaning; and Cycle Gear.
- Dino Torres, Police Services Director spoke in regards to 1) code enforcement officer will be on bikes starting next month; 2) Coffee with a Cop at McDonalds
- Mike Crook, Fire Chief spoke in regards to approving the purchase of the new command vehicle; 2) surprised visit from the Navojoa Fire Department;
- Paul Martinez, Purchasing Director spoke in regards to the items declared surplus at the las Council Meeting.
- Maricela Balderas, Community Services Director provided an update on the Library's recent book event.

The following comments were made by the City Council:

- Mayor Pro Tem Sarno thanked the Parks & Recreation staff for the summer programs, noted that his family and son enjoyed the programs/events.
- Council Member Trujillo spoke in regards to the fashion Friday event, noted the vendors admired being at the Heritage Park, thanked staff for their hard work; and spoke about the Whittier Police Association, Country Club fundraiser
- Council Member Moore thanked Maricela and her staff for the backpack event. Thanked the art committee for the grants provided to the schools.
- Council Member Zamora thanked the Parks & Recreation staff for their hard work; also thanked those that contributed to the City's programs by volunteering or donations.
- Mayor Rounds spoke in regards to the furniture donated, and stated that some of the furniture was placed in the Teen lounge enter in the town center.

ADJOURNMENT

- 21.** Mayor Rounds adjourned the meeting at 7:40 p.m. in memory of William McCormack.

William K. Rounds
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

September 12, 2017

CONSENT CALENDAR

Quarterly Treasurer's Report of Investments for the Quarter Ended June 30, 2017.

RECOMMENDATION

That the City Council receive and file the report.

BACKGROUND

Beginning January 2016, the City retained PFM Asset Management LLC ("PFMAM") to manage \$20.8 million of the City's reserve funds ("managed portfolio").

Based on a cash flow analysis and discussion with PFMAM and the Council Finance Subcommittee, an additional \$10.0 million of the City's reserve funds were added to the portfolio in May 2017 bringing the total principal invested to \$30.8 million.

Ms. Sarah Meacham, a Director with PFMAM along with her staff, regularly provide a quarterly update to the Council Finance Subcommittee (Mayor Pro Tem Sarno and Councilmember Moore), including a detailed review of the results of the portfolio for the quarter, a discussion of the investment strategies and policies which govern the City's portfolio, and general market conditions. Staff anticipates meeting with the Council Finance Subcommittee prior to the September 12th Council meeting. PFMAM's detailed report is attached to this Treasurer's Report. The Treasurer's Report was also provided to each Councilmember on July 25th, 2017.

CITY INVESTMENT PORTFOLIO

The City's managed portfolio generated interest income in the amount of \$87,703 for the most recent quarter. The interest income represents actual cash receipts received by the City plus the amortization of any discounts or premiums. The figure does not include unrealized gains or losses.

The overall performance of the City's managed portfolio account is expressed in a "yield" and "total return". The yield is a forward-looking measurement which shows the income and dividends on the investments to be expected in the future based on current holdings, expressed as an annual rate of return. The City's yield (at cost value) at June 30, 2017 was 1.56%, up from 1.43% the previous quarter.

Total return on the other hand, is a backward-looking measurement focused on not only interest earned, but also realized and unrealized gains/losses. The total return is generally compared against a target benchmark to evaluate portfolio performance. The City's benchmark is the 1-5 Year U.S. Treasury Index. The total return for the City's portfolio for the quarter ended June 30, 2017 was a 0.50% while the benchmark total return was 0.38%. The City's overall portfolio performance then, was .12% better

Report Submitted By: Jose Gomez, City Treasurer
Travis Hickey, Assistant City Treasurer

Date of Report: September 5, 2017



City of Santa Fe Springs

City Council Meeting

September 12, 2017

than the benchmark. The City's portfolio has outperformed the benchmark total return every quarter under management by PFMAM.

Aside from the PFMAM managed portfolio, the City's other investments are the Local Agency Investment Fund ("LAIF"), a pooled investment fund managed by the California State Controller, and the First American Treasury Obligations Fund, a U.S. Treasury money market fund ("MMF") used by the City's bond trustee. LAIF returned an annualized rate of .92% for the quarter while the MMF returned 0.22%. The LAIF accounts returned a total of \$110,551 in interest income.

The attached Treasurer's Report contains all investments under the control of the City. The investments at market value are summarized as follows:

Pooled Cash and Investments	\$57.9 million
Successor Agency Unspent Bonds	18.1 million
Bonds Reserves and Debt Service	<u>23.0 million</u>
Total Investments	\$99.0 million

Pooled cash and investments consist of the PFMAM managed account and LAIF. The Successor Agency unspent bonds are held in LAIF and are the source of funds for ongoing capital improvement projects.

The bond reserves and debt service funds consist of the MMF and LAIF accounts held, as required, by the City's third party trustee, U.S. Bank. These funds are held for debt service payments and reserves for bond issuances of the water utility, the former Community Development Commission, and the Heritage Springs Assessment District.

The investments at market value are summarized by type as follows:

PFMAM Managed Portfolio	\$30.9 million
LAIF	55.5 million
Bonds Reserves and Debt Service	<u>12.6 million</u>
Total Investments	\$99.0 million




City of Santa Fe Springs

City Council Meeting

September 12, 2017

PFMAM and Staff will continue to work with the Council Finance Subcommittee to review any proposed changes to the portfolio make up.



Don Powell
Interim City Manager

Attachment:

Treasurer's Report of Investments (Quarter Ended June 30, 2017)

PFMAM Investment Performance Review (Quarter Ended June 30, 2017)

**CITY OF SANTA FE SPRINGS
TREASURER'S REPORT OF INVESTMENTS
QUARTER ENDED JUNE 30, 2017**

DESCRIPTION	BEGINNING BALANCE	DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES	ENDING BALANCE	MARKET VALUE	QUARTERLY INVESTMENT EARNING	ANNUAL YIELD
POOLED INVESTMENTS:							
PFM MANAGED PORTFOLIO (1)	\$ 21,013,642.08	\$ 13,147,812.63	\$ 3,120,099.00	\$ 31,041,355.71	\$ 30,939,202.99	\$ 87,702.52	1.56%
LOCAL AGENCY INVESTMENT FUND	32,465,043.34	10,806,005.95	16,300,000.00	26,971,049.29	26,942,478.08	56,005.95	0.92%
SUBTOTAL POOLED INVESTMENTS	53,478,685.42	23,953,818.58	19,420,099.00	58,012,405.00	57,881,681.07	143,708.47	
SUCCESSOR AGENCY BOND FUNDS (2):							
LOCAL AGENCY INVESTMENT FUND	18,106,049.77	34,639.42		18,140,689.19	18,121,472.23	34,639.42	0.92%
SUCCESSOR AGENCY FUNDS:							
LOCAL AGENCY INVESTMENT FUND	405.18	0.78		405.96	405.53	0.78	0.92%
INVESTMENTS HELD BY FISCAL AGENT (3):							
U.S. BANK CORPORATE TRUST MONEY MARKET FUNDS:							
First American Treasury Obligations Fund Class D:							
City of Santa Fe Springs	816,699.25	358,802.38	358,415.01	817,086.62	817,086.62	392.42	0.22%
Successor Agency	6,001,414.46	5,433,901.08	-	11,435,315.54	11,435,315.54	2,638.57	0.22%
Heritage Springs Assessment District	207,391.05	120,689.94		328,080.99	328,080.99	91.19	0.22%
Subtotal First American Treasury Obligations Fund Class D	7,025,504.76	5,913,393.40	358,415.01	12,580,483.15	12,580,483.15	3,122.18	
Local Agency Investment Fund							
Successor Agency	10,404,375.12	19,905.04		10,424,280.16	10,413,237.42	19,905.04	0.92%
SUBTOTAL INVESTMENTS HELD BY FISCAL AGENT (U.S. BANK)	17,429,879.88	5,933,298.44	358,415.01	23,004,763.31	22,993,720.57	23,027.22	
TOTAL INVESTMENTS	\$ 89,015,020.25	\$ 29,921,757.22	\$ 19,778,514.01	\$ 99,158,263.46	\$ 98,997,279.40	\$ 201,375.89	

Notes:

- (1) See attached report prepared by PFM, the City's investment manager, for detailed analysis of the managed portfolio. All information except for the market value is reported on the amortized cost basis. Investment earnings on the amortized cost basis do not include unrealized gains and losses. An additional \$10.0 million was added to the managed portfolio on 5/26/17.
- (2) Unspent bond proceeds of the former redevelopment agency to be used for ongoing capital improvement projects.
- (3) Fiscal agent accounts are held by U.S. Bank as Trustee for debt service reserves and payment of bond principal and interest.

CERTIFICATION:

The investment transactions are in compliance with the investment policy approved by the City Council.
There is sufficient liquidity within the portfolio to meet all anticipated expenditures for the next six months.



JOSE GOMEZ, CITY TREASURER



CITY OF SANTA FE SPRINGS

Investment Performance Review For the Quarter Ended June 30, 2017

Client Management Team

Sarah Meacham, Managing Director
Richard Babbe, Senior Managing Consultant

PFM Asset Management LLC

601 South Figueroa, Suite 4500
Los Angeles, CA 90017
213-489-4075

One Keystone Plaza, Suite 300
Harrisburg, PA 17101-2044
717-232-2723

Economic and Market Update

QUARTERLY MARKET SUMMARY

SUMMARY

- Despite mixed economic data, and political and policy difficulties in the U.S., market conditions were characterized by investor optimism amid very low volatility. Bond yields were relatively well behaved during the quarter, credit spreads narrowed further, and equity markets moved higher still.
- For the second time this year, the Federal Open Market Committee (FOMC) raised the federal funds rate by 0.25%, setting a new target range of 1.00% to 1.25% for the overnight benchmark rate. The FOMC's latest economic forecasts and "dot plot" were largely unchanged. The Federal Reserve (the Fed) is still forecasting one more rate hike this year, although market-implied probabilities show only about a 50% chance of a hike in the second half of the year.
- Perhaps just as important, the Fed announced plans to gradually reduce the size of its balance sheet by decreasing its reinvestment of principal payments on existing holdings. The reduction will be \$10 billion per month, initially, and will increase in steps of \$10 billion per month at three-month intervals until it reaches \$50 billion per month. The specific timetable is likely to be announced later this year.
- U.S. equity markets had another strong quarter. In the past three months, all three major U.S. indices hit new all-time highs. The S&P 500 Index (S&P 500) returned 3.1% and is up 9.3% for the first half of the year. The Health Care and Industrial sectors were the strongest performers during the quarter.

ECONOMIC SNAPSHOT

- U.S. economic data released in June was below expectations. While business investment accelerated, it was partly offset by weak consumer spending and a slowdown in government spending and inventories. On the positive side, the labor market remained strong, consumer confidence remained high, business surveys were optimistic, and the housing market returned to near pre-crisis levels. Second quarter gross domestic product (GDP) growth is expected to show a rebound from the weak 1.4% growth rate of the first quarter.
- The labor market remained strong in the second quarter as the U.S. economy added 581,000 net new jobs, the most since the third quarter of 2016. The unemployment rate declined to a 16-year low, ending the quarter at 4.4%, but the labor force participation rate remained suppressed. At the same time, wage growth remained tepid as average hourly earnings rose only 2.5% year-over-year (YoY) in June. The lack of wage pressures—a key driver of inflation—seems to indicate further slack remains in the labor market despite strong job gains.

INTEREST RATES

- Short-term (three years and under) yields ended the second quarter higher, reflecting the Fed's June rate hike, while medium- to long-term yields declined amid subdued inflation expectations and fading prospects for near-term stimulus from tax reform or infrastructure spending.
- The two-year Treasury note yield ended the quarter 13 basis points (bps) (0.13%) higher at 1.38%, while the 10-year Treasury yield fell 8 bps (0.08%) to 2.30%. The result was a notably flatter yield curve, which reduced the incentive to invest in longer maturities.
- In the money market space, shorter-term Treasury yields continued to rise, reflecting the Fed's June rate hike, but beyond 6-month maturities, yields flattened out. Yield spreads on commercial paper (CP) and certificates of deposit (CD) relative to U.S. Treasuries continued to narrow from their exceptionally wide levels of late 2016 and early 2017. CP/CD spreads now offer only modest incremental yield, similar to long-standing averages, and are considered fair value.

SECTOR PERFORMANCE

- U.S. Treasury indices posted positive returns in the second quarter. Returns for shorter indices were generated mostly by income, offset by modest price depreciation as yields on shorter maturities increased. Returns on longer Treasury indices were quite strong, benefitting from both income return and price appreciation from falling long-term rates and a flattening yield curve.
- Federal agency yield spreads tightened during the quarter as demand continued to outpace supply. The sector modestly outperformed comparable-duration Treasuries for the fourth quarter in a row.
- Corporate yield spreads tightened further during the quarter, reaching their narrowest levels since 2014 as the reach for yield continued globally. The sector generated strong outperformance relative to comparable-maturity Treasuries, its seventh straight quarter of outperformance.
- Shorter-duration mortgage-backed securities (MBS) outperformed Treasuries, but longer-duration structures could not keep pace. MBS remains at risk from the expected reduction in the Fed's balance sheet holdings later this year.
- For the second quarter in a row, asset-backed securities (ABS) posted strong outperformance versus Treasuries. Spreads across nearly all credit sectors tightened, including ABS.

QUARTERLY MARKET SUMMARY

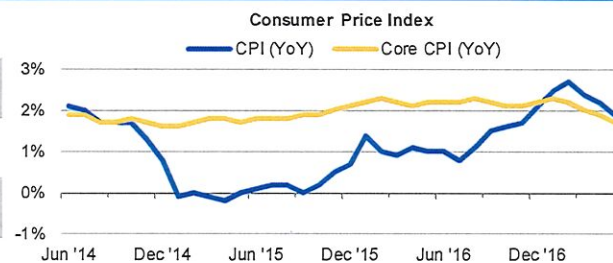
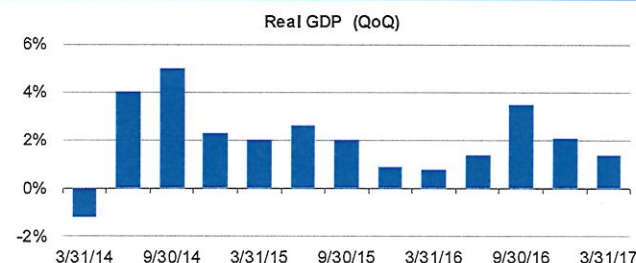
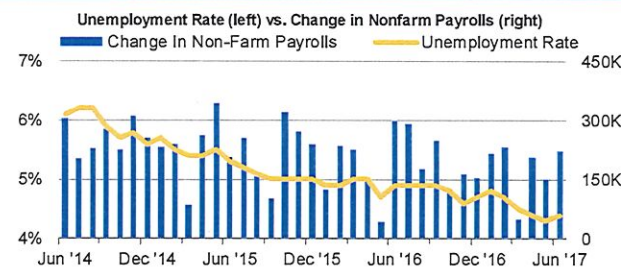
For the Quarter Ended June 30, 2017
Fixed Income Management

Economic Snapshot

Labor Market		Latest	Mar '17	Jun '16
Unemployment Rate	Jun'17	4.4%	4.5%	4.9%
Change In Non-Farm Payrolls	Jun'17	222,000	50,000	297,000
Average Hourly Earnings (YoY)	Jun'17	2.5%	2.6%	2.6%
Personal Income (YoY)	May'17	3.5%	3.9%	3.4%
Initial Jobless Claims (week)	7/1/17	248,000	235,000	267,000

Growth		Latest	Mar '17	Jun '16
Real GDP (QoQ SAAR)	2017Q1	1.4%	1.4% ¹	1.4% ²
GDP Personal Consumption (QoQ SAAR)	2017Q1	1.1%	1.1% ¹	4.3% ²
Retail Sales (YoY)	May'17	3.8%	4.8%	3.0%
ISM Manufacturing Survey (month)	Jun'17	57.8	57.2	52.8
Existing Home Sales SAAR (month)	May'17	5.62 mil.	5.70 mil.	5.48 mil.

Inflation / Prices		Latest	Mar '17	Jun '16
Personal Consumption Expenditures (YoY)	May'17	1.4%	1.8%	0.9%
Consumer Price Index (YoY)	May'17	1.9%	2.4%	1.0%
Consumer Price Index Core (YoY)	May'17	1.7%	2.0%	2.2%
Crude Oil Futures (WTI, per barrel)	Jun 30	\$46.04	\$50.60	\$48.33
Gold Futures (oz.)	Jun 30	\$1,242	\$1,247	\$1,321



1. Data as of First Quarter 2017.

2. Data as of Second Quarter 2016.

Note: YoY = year-over-year, QoQ = quarter over quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil.

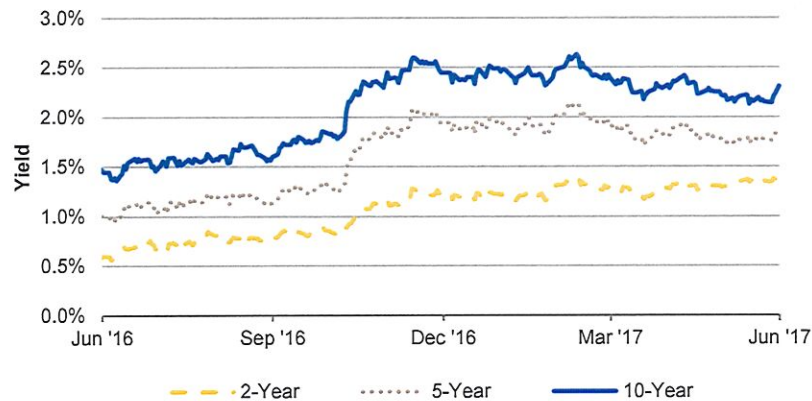
Source: Bloomberg.

QUARTERLY MARKET SUMMARY

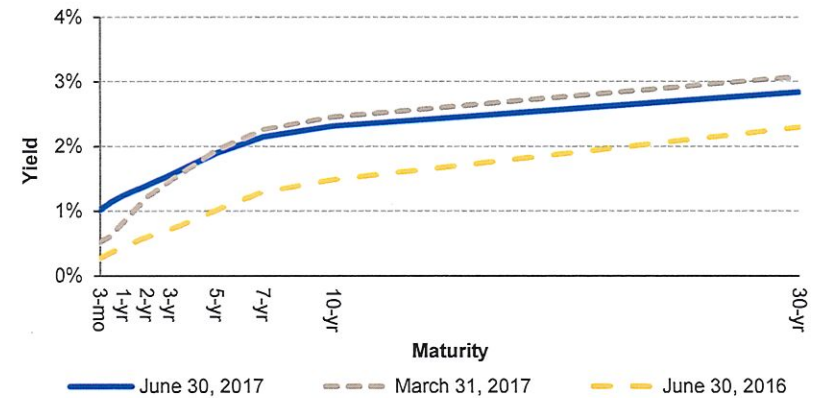
For the Quarter Ended June 30, 2017
Fixed Income Management

Interest Rate Overview

U.S. Treasury Note Yields



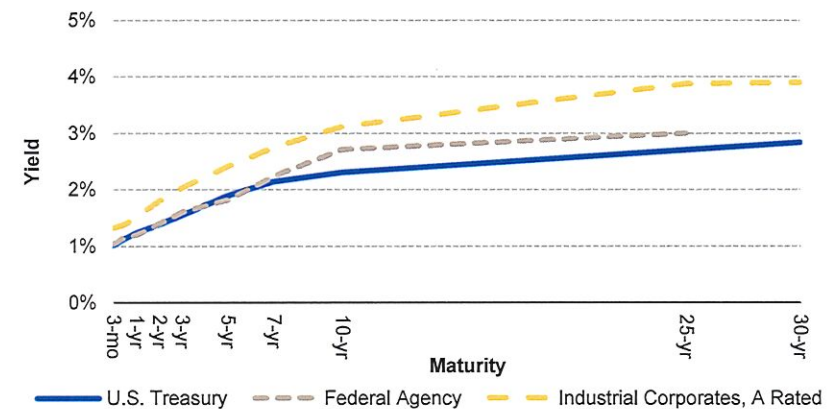
U.S. Treasury Yield Curve



U.S. Treasury Yields

Maturity	Jun '17	Mar '17	Change over Quarter	Jun '16	Change over Year
3-month	1.01%	0.75%	0.26%	0.26%	0.75%
1-year	1.23%	1.02%	0.21%	0.44%	0.79%
2-year	1.38%	1.26%	0.12%	0.58%	0.80%
5-year	1.89%	1.92%	(0.03%)	1.00%	0.89%
10-year	2.31%	2.39%	(0.08%)	1.47%	0.84%
30-year	2.84%	3.01%	(0.17%)	2.29%	0.55%

Yield Curves as of 6/30/17



Source: Bloomberg.

QUARTERLY MARKET SUMMARY

BofA Merrill Lynch Index Returns

As of 6/30/17		Returns for Periods ended 6/30/17			
June 30, 2017	Duration	Yield	3-month	1-year	3-years
1-3 Year Indices					
U.S. Treasury	1.89	1.40%	0.17%	(0.11%)	0.69%
Federal Agency	1.78	1.48%	0.25%	0.25%	0.83%
U.S. Corporates, A-AAA rated	1.95	1.95%	0.55%	1.04%	1.43%
Agency MBS (0 to 3 years)	2.25	1.88%	0.60%	0.35%	1.15%
Taxable Municipals	1.74	2.34%	0.34%	1.20%	1.77%
1-5 Year Indices					
U.S. Treasury	2.69	1.54%	0.38%	(0.53%)	1.08%
Federal Agency	2.24	1.58%	0.37%	0.06%	1.10%
U.S. Corporates, A-AAA rated	2.80	2.16%	0.84%	0.99%	1.91%
Agency MBS (0 to 5 years)	3.33	2.32%	0.66%	0.04%	1.65%
Taxable Municipals	2.65	2.41%	0.56%	0.88%	2.27%
Master Indices (Maturities 1 Year or Greater)					
U.S. Treasury	6.36	1.91%	1.22%	(2.45%)	2.20%
Federal Agency	3.99	1.87%	0.88%	(0.35%)	1.88%
U.S. Corporates, A-AAA rated	7.16	2.91%	2.21%	0.98%	3.49%
Agency MBS (0 to 30 years)	4.69	2.76%	0.90%	(0.03%)	2.15%
Taxable Municipals	4.18	2.86%	0.94%	(0.16%)	2.74%

Returns for periods greater than one year are annualized.

Source: BofA Merrill Lynch Indices.

QUARTERLY MARKET SUMMARY

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Portfolio Characteristics and Investment Strategy

Portfolio Recap

- ◆ Key drivers of market conditions in the second quarter included
 - an additional Federal Reserve (Fed) rate hike;
 - mixed readings on key economic data in the U.S.;
 - persistently subdued inflation readings;
 - narrowing credit spreads; and
 - stronger growth readings and higher yields in Europe and elsewhere.
- ◆ Short-term and long-term Treasury yields diverged during the second quarter as short-term (three years and under) yields moved higher, pricing in the Fed's June rate hike, while yields on longer-term maturities fell amid muted inflation and fading prospects for stimulative fiscal policy. As a result, the yield curve flattened, retracing all the steepening that took place following the U.S. presidential election.
- ◆ Our strategy is to maintain the portfolio duration close to the benchmark duration unless we have a strong conviction that rates are not appropriately reflecting market risks and expectations. At quarter end, we aligned the portfolio duration with the benchmark duration since market conditions were consistent with moderate growth and the Fed is on track to gradually raise rates.
- ◆ During the quarter, the City transferred an additional \$10 million to the portfolio. We purchased a combination of high-quality U.S. Treasuries, corporate notes, and asset-backed securities.
- ◆ Federal agency yield spreads narrowed further amid minimal new issuance, ending the quarter at historically tight levels. Our strategy remained opportunistic as we sought to swap out of expensive agency holdings and into U.S. Treasuries at similar yields and purchase new issues offering acceptable yield concessions, mostly in the 2-3 year maturity range.
- ◆ We modestly increased corporate allocations as the sector's additional income remained advantageous, and the sector benefited from further spread tightening. As an alternative in the credit space, negotiable CDs offered good value during the quarter, providing attractive yields vs. corporate securities. The corporate sector generated strong outperformance relative to comparable-maturity Treasuries, logging its seventh straight quarter of outperformance.
- ◆ We participated in new AAA-rated asset-backed security (ABS) issues as the ABS sector posted its second straight quarter of outperformance over Treasuries. ABS provide enhanced diversification and incremental yield.

Outlook and Strategy

- Our outlook for the third quarter is for continued modest growth in the U.S. economy. But, the future path of Fed tightening is less certain as recent economic data has been disappointing, fiscal policy initiatives have stalled, and inflation remains below the Fed's 2% target.
- With rates priced for the current level of uncertainty, we are once again positioning the portfolio's duration to match the benchmark. We will continue to assess our duration positioning during the quarter as we gain more clarity surrounding Fed policy and trajectory of the U.S. and global economy.
- Agency yield spreads remain at or near historically tight levels as demand remains strong while supply is minimal. Unless we find an issue with appropriate yield spread, our strategy will generally favor U.S. Treasuries over agencies. Supranational issues may offer alternatives, but yield spreads in that sector have tightened since the start of the year.
- Corporate yield spreads are near the tightest levels since the post-recession of 2014. Although we remain constructive on the fundamental strength of the sector, we plan to be more selective with regard to our choice of industry, issuer, and maturity while maintaining broad issuer diversification. Given the flatness of the yield curve, we may favor somewhat shorter maturities.
- We anticipate continuing to add to ABS allocations as the sector offers incremental return potential. We will continue to evaluate opportunities in the ABS sector, purchasing those issues we believe are well structured, offer adequate yield spreads, and which have limited extension and headline risk from expected Fed balance sheet tapering.
- In the money market space, yield spreads on negotiable CDs have narrowed significantly from the wide levels driven by money market reform in late 2016. Given low short-term Treasury and agency yields, negotiable CDs still offer modest incremental yield, but supply is somewhat constrained. Agency discount notes offer little value relative to Treasuries except in the shortest maturities.
- We will continue to monitor incoming economic data, Fed policy, and sector relationships to identify market opportunities. This will include assessing the impact of any additional policies put forth by the Trump administration.

Sector Allocation and Compliance

- The portfolio is in compliance with the City's Investment Policy and the California Government Code.

Security Type	Market Value	% of Portfolio	% Change vs. 3/31/17	Permitted by Policy	In Compliance
U.S. Treasuries	\$13,195,963	42.7%	7.0%	100%	✓
Federal Agencies	\$6,922,441	22.4%	-11.6%	100%	✓
Agency CMOs	\$344,126	1.1%	-0.6%	100%	✓
Supranationals	\$784,796	2.5%	-0.2%	30%	✓
Negotiable CDs	\$1,979,422	6.4%	0.9%	30%	✓
Corporate Notes	\$6,606,497	21.4%	1.8%	30%	✓
Asset-Backed Securities	\$713,276	2.3%	1.5%	20%	✓
Securities Sub-Total	\$30,546,521	98.7%			
Accrued Interest	\$136,237				
Securities Total	\$30,682,759				
PFM Funds	\$392,682	1.3%	1.2%	20%	✓
Total Investments	\$31,075,440	100.0%			

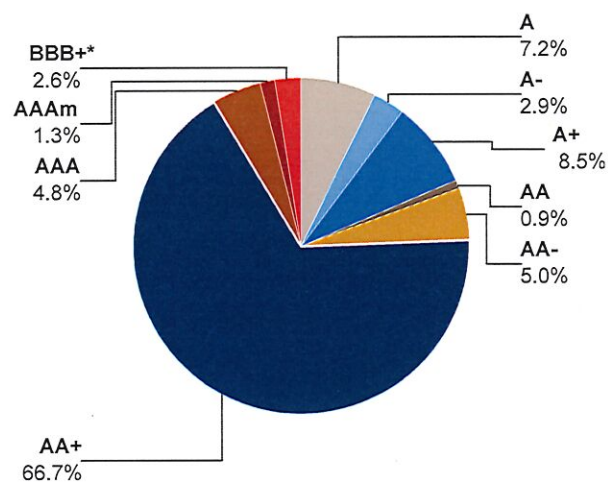
As of 6/30/2017.

Portfolio Statistics

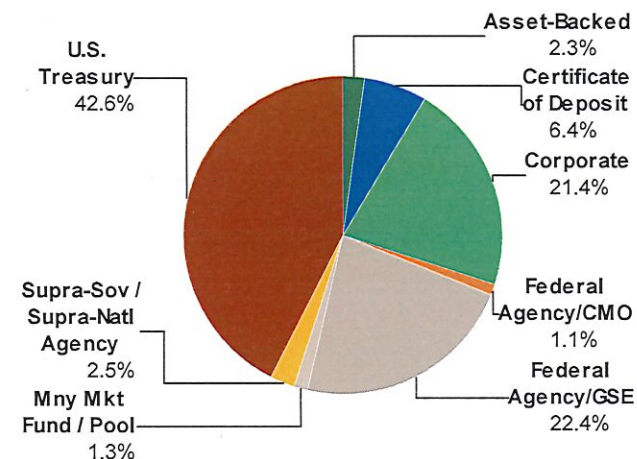
As of June 30, 2017

Par Value:	\$30,932,656
Total Market Value:	\$31,075,440
Security Market Value:	\$30,546,521
Accrued Interest:	\$136,237
Cash:	-
PFM Funds	\$392,682
Amortized Cost:	\$31,041,356
Yield at Market:	1.67%
Yield at Cost:	1.56%
Effective Duration:	2.65 Years
Duration to Worst:	2.66 Years
Average Maturity:	2.80 Years
Average Credit: **	AA

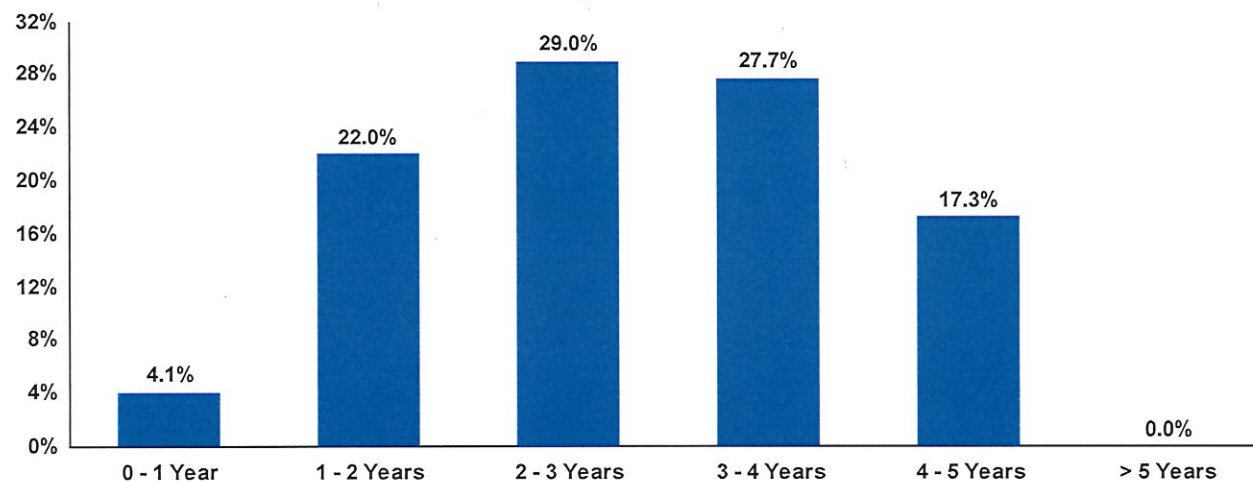
Credit Quality (S&P Ratings)



Sector Allocation



Maturity Distribution

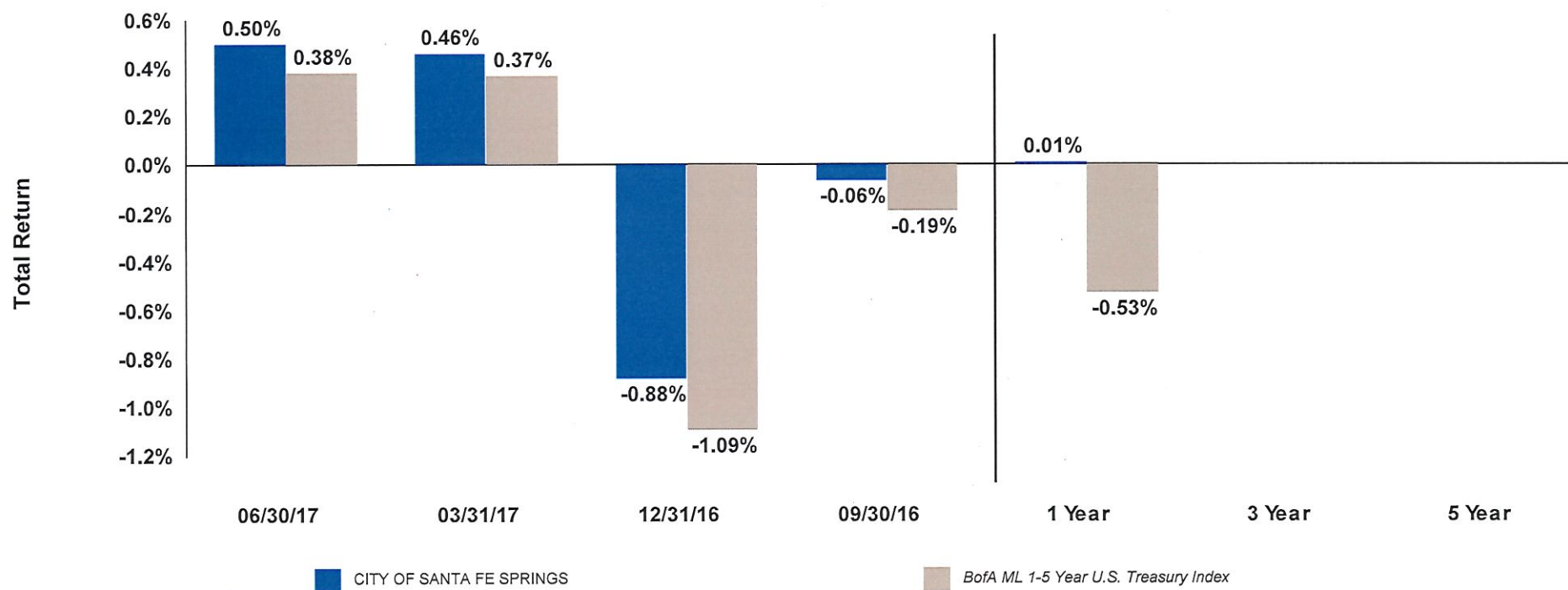


*Citigroup, Goldman Sachs, Morgan Stanley, and Bank of America corporate notes rated A by Fitch.

**An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Quarter Ended				1 Year	Annualized Return	
		06/30/17	03/31/17	12/31/16	09/30/16		3 Year	5 Year
CITY OF SANTA FE SPRINGS	2.65	0.50%	0.46%	-0.88%	-0.06%	0.01%	-	-
BofA ML 1-5 Year U.S. Treasury Index	2.63	0.38%	0.37%	-1.09%	-0.19%	-0.53%	-	-
Difference		0.12%	0.09%	0.21%	0.13%	0.54%	-	-



Portfolio performance is gross of fees unless otherwise indicated.

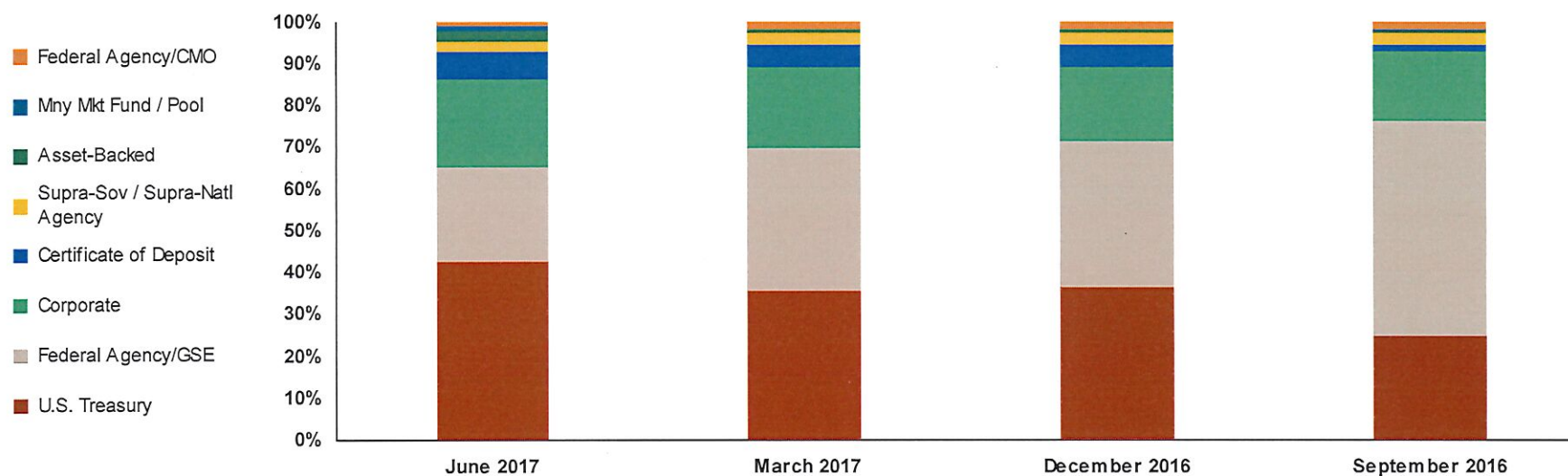
Portfolio Earnings

Quarter-Ended June 30, 2017

	Market Value Basis	Accrual (Amortized Cost) Basis
Beginning Value (03/30/2017)	\$20,899,327.30	\$21,013,641.08
Net Purchases/Sales	\$10,041,033.03	\$10,041,033.03
Change in Value	(\$1,157.34)	(\$13,318.40)
Ending Value (06/30/2017)	\$30,939,202.99	\$31,041,355.71
Interest Earned	\$101,020.92	\$101,020.92
Portfolio Earnings	\$99,863.58	\$87,702.52

Sector Allocation

Sector	June 30, 2017		March 31, 2017		December 31, 2016		September 30, 2016	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
U.S. Treasury	13.2	42.6%	7.4	35.6%	7.6	36.3%	5.2	24.6%
Federal Agency/GSE	6.9	22.4%	7.1	34.0%	7.3	35.0%	10.8	51.6%
Corporate	6.6	21.4%	4.1	19.6%	3.6	17.6%	3.5	16.6%
Certificate of Deposit	2.0	6.4%	1.1	5.5%	1.1	5.5%	0.3	1.5%
Supra-Sov / Supra-Natl Agency	0.8	2.5%	0.6	2.8%	0.6	2.8%	0.6	2.8%
Asset-Backed	0.7	2.3%	0.2	0.8%	0.2	0.8%	0.2	0.8%
Mny Mkt Fund / Pool	0.4	1.3%	0.0	0.0%	0.0	0.2%	0.1	0.3%
Federal Agency/CMO	0.3	1.1%	0.4	1.7%	0.4	1.8%	0.4	1.8%
Total	\$30.9	100.0%	\$20.9	100.0%	\$20.8	100.0%	\$21.0	100.0%

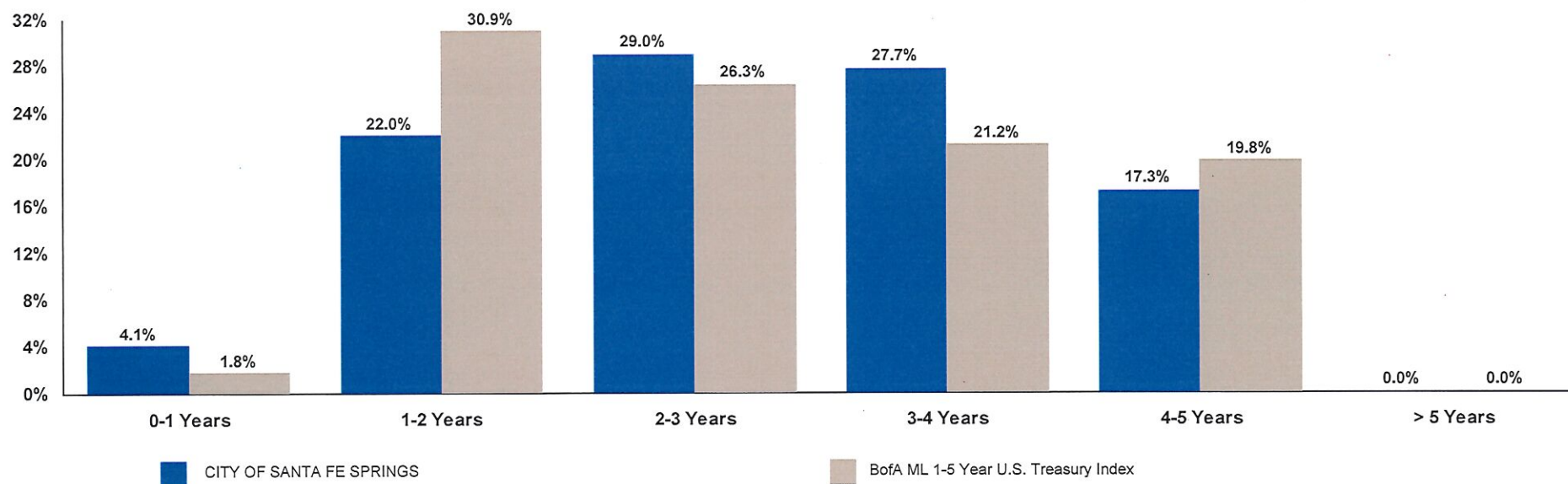


Detail may not add to total due to rounding.

Maturity Distribution

As of June 30, 2017

Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF SANTA FE SPRINGS	1.67%	2.80 yrs	4.1%	22.0%	29.0%	27.7%	17.3%	0.0%
BofA ML 1-5 Year U.S. Treasury Index	1.54%	2.80 yrs	1.8%	30.9%	26.3%	21.2%	19.8%	0.0%



Issuer Distribution

As of June 30, 2017

Issuer	Market Value (\$)	% of Portfolio	Top 5 = 67.8%	Top 10 = 75.5%
UNITED STATES TREASURY	13,195,963	42.6%		
FANNIE MAE	3,464,717	11.2%		
FREDDIE MAC	3,103,638	10.0%		
FEDERAL HOME LOAN BANKS	698,212	2.3%		
TOYOTA MOTOR CORP	503,073	1.6%		
WELLS FARGO & COMPANY	502,606	1.6%		
HSBC HOLDINGS PLC	501,410	1.6%		
INTER-AMERICAN DEVELOPMENT BANK	496,367	1.6%		
JP MORGAN CHASE & CO	461,133	1.5%		
AMERICAN EXPRESS CO	435,601	1.4%		
SUMITOMO MITSUI FINANCIAL GROUP INC	420,638	1.4%		
BANK OF NOVA SCOTIA	419,753	1.4%		
CANADIAN IMPERIAL BANK OF COMMERCE	416,738	1.4%		
NORDEA BANK AB	416,738	1.4%		
PFM FUNDS - GOVT SELECT, INSTL CL	392,682	1.3%		
THE WALT DISNEY CORPORATION	339,478	1.1%		
UNITED PARCEL SERVICE INC	311,025	1.0%		
HONDA AUTO RECEIVABLES	309,528	1.0%		

CITY OF SANTA FE SPRINGS

Portfolio Composition

Issuer	Market Value (\$)	% of Portfolio
US BANCORP	307,902	1.0%
DEERE & COMPANY	307,624	1.0%
GOLDMAN SACHS GROUP INC	307,343	1.0%
STATE STREET CORPORATION	305,633	1.0%
ROYAL BANK OF CANADA	305,554	1.0%
CISCO SYSTEMS INC	304,814	1.0%
AMERICAN HONDA FINANCE	303,717	1.0%
INTL BANK OF RECONSTRUCTION AND DEV	288,428	0.9%
FORD CREDIT AUTO OWNER TRUST	239,641	0.8%
PFIZER INC	205,326	0.7%
BANK OF AMERICA CO	200,886	0.7%
IBM CORP	200,721	0.7%
MORGAN STANLEY	199,846	0.7%
APPLE INC	184,892	0.6%
HYUNDAI AUTO RECEIVABLES	164,107	0.5%
INTEL CORPORATION	110,030	0.4%
BURLINGTON NORTHERN SANTA FE	106,313	0.3%
PEPSICO INC	104,965	0.3%
TEXAS INSTRUMENTS INC	102,083	0.3%
CITIGROUP INC	100,601	0.3%
HOME DEPOT INC	100,046	0.3%

CITY OF SANTA FE SPRINGS

Portfolio Composition

Issuer	Market Value (\$)	% of Portfolio
BERKSHIRE HATHAWAY INC	89,347	0.3%
GENERAL ELECTRIC CO	10,082	0.0%
Grand Total:	30,939,203	100.0%

Portfolio Holdings and Transactions

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2017**

City of Santa Fe Springs - Investment Portfolio

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 06/02/2014 1.500% 05/31/2019	912828WL0	280,000.00	AA+	Aaa	11/10/16	11/14/16	283,062.50	1.06	355.74	282,313.70	280,623.56
US TREASURY NOTES DTD 07/31/2014 1.625% 07/31/2019	912828WW6	350,000.00	AA+	Aaa	06/26/17	06/28/17	351,900.39	1.36	2,372.41	351,893.09	351,599.50
US TREASURY NOTES DTD 10/31/2014 1.500% 10/31/2019	912828F62	1,000,000.00	AA+	Aaa	06/08/17	06/09/17	1,002,968.75	1.37	2,527.17	1,002,896.10	1,001,328.00
US TREASURY NOTES DTD 02/02/2015 1.250% 01/31/2020	912828H52	100,000.00	AA+	Aaa	03/02/16	03/04/16	100,054.69	1.24	521.41	100,036.61	99,386.70
US TREASURY NOTES DTD 03/31/2015 1.375% 03/31/2020	912828J84	2,000,000.00	AA+	Aaa	06/08/17	06/09/17	1,996,171.88	1.44	6,912.57	1,996,254.36	1,992,578.00
US TREASURY NOTES DTD 06/30/2015 1.625% 06/30/2020	912828XH8	1,280,000.00	AA+	Aaa	11/01/16	11/02/16	1,301,200.00	1.16	56.52	1,297,431.46	1,282,250.24
US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828XM7	500,000.00	AA+	Aaa	03/30/16	03/31/16	508,300.78	1.23	3,389.16	505,949.69	500,586.00
US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828XM7	1,500,000.00	AA+	Aaa	06/08/17	06/09/17	1,505,156.25	1.51	10,167.47	1,505,062.61	1,501,758.00
US TREASURY NOTES DTD 09/03/2013 2.125% 08/31/2020	912828VV9	250,000.00	AA+	Aaa	12/01/16	12/05/16	253,896.48	1.69	1,775.65	253,320.42	254,023.50
US TREASURY NOTES DTD 11/30/2015 1.625% 11/30/2020	912828M98	1,180,000.00	AA+	Aaa	11/10/16	11/14/16	1,190,325.00	1.40	1,624.11	1,188,760.11	1,179,400.56
US TREASURY NOTES DTD 01/31/2016 1.375% 01/31/2021	912828N89	1,000,000.00	AA+	Aaa	05/26/16	05/27/16	1,000,781.25	1.36	5,735.50	1,000,606.78	989,531.00
US TREASURY NOTES DTD 02/28/2014 2.000% 02/28/2021	912828B90	250,000.00	AA+	Aaa	10/03/16	10/05/16	259,101.56	1.15	1,671.20	257,609.19	252,793.00
US TREASURY NOTES DTD 05/02/2016 1.375% 04/30/2021	912828O78	250,000.00	AA+	Aaa	12/01/16	12/05/16	245,029.30	1.85	579.14	245,653.90	246,806.75
US TREASURY NOTES DTD 05/02/2016 1.375% 04/30/2021	912828O78	1,000,000.00	AA+	Aaa	06/08/17	06/09/17	990,273.44	1.63	2,316.58	990,419.30	987,227.00

Managed Account Detail of Securities Held

For the Month Ending June 30, 2017

City of Santa Fe Springs - Investment Portfolio

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 06/30/2014 2.125% 06/30/2021	912828WR7	550,000.00	AA+	Aaa	06/26/17	06/28/17	560,033.20	1.65	31.76	560,013.47	557,906.25
US TREASURY N/B DTD 07/31/2014 2.250% 07/31/2021	912828WY2	315,000.00	AA+	Aaa	11/22/16	11/23/16	321,693.75	1.78	2,956.39	320,863.97	320,992.25
US TREASURY NOTES DTD 09/02/2014 2.000% 08/31/2021	912828D72	600,000.00	AA+	Aaa	04/03/17	04/05/17	604,781.25	1.81	4,010.87	604,535.92	605,273.40
US TREASURY NOTES DTD 09/02/2014 2.000% 08/31/2021	912828D72	785,000.00	AA+	Aaa	01/03/17	01/05/17	787,514.45	1.93	5,247.55	787,270.15	791,899.37
Security Type Sub-Total		13,190,000.00					13,262,244.92	1.47	52,251.20	13,250,890.83	13,195,963.08
Supra-National Agency Bond / Note											
INTL BANK OF RECON AND DEV SN NOTES DTD 04/19/2016 0.875% 07/19/2018	459058FE8	290,000.00	AAA	Aaa	04/12/16	04/19/16	289,486.70	0.95	1,141.88	289,758.76	288,428.49
INTER-AMERICAN DEVELOPMENT BANK DTD 04/12/2016 1.000% 05/13/2019	458182DX7	290,000.00	AAA	Aaa	04/05/16	04/12/16	289,130.00	1.10	386.67	289,469.99	286,914.40
INTER-AMERICAN DEVEL BK NOTE DTD 04/12/2017 1.625% 05/12/2020	4581X0CX4	210,000.00	AAA	Aaa	04/05/17	04/12/17	209,502.30	1.70	748.85	209,537.40	209,452.74
Security Type Sub-Total		790,000.00					788,119.00	1.21	2,277.40	788,766.15	784,795.63
Federal Agency Collateralized Mortgage Obligation											
FHLMC SERIES KP03 A2 DTD 04/01/2016 1.780% 07/01/2019	3137BNN26	343,974.46	AA+	Aaa	04/15/16	04/28/16	347,405.94	1.10	510.23	345,922.90	344,126.29
Security Type Sub-Total		343,974.46					347,405.94	1.10	510.23	345,922.90	344,126.29
Federal Agency Bond / Note											
FHLMC REFERENCE NOTE DTD 09/16/2016 0.875% 10/12/2018	3137EAED7	375,000.00	AA+	Aaa	10/03/16	10/05/16	374,887.50	0.89	720.05	374,928.38	372,714.00
FHLB NOTES DTD 12/08/2016 1.250% 01/16/2019	3130AAE46	350,000.00	AA+	Aaa	12/07/16	12/08/16	349,986.00	1.25	2,005.21	349,988.88	349,288.10

PFM Asset Management LLC

Managed Account Detail of Securities Held

For the Month Ending June 30, 2017

City of Santa Fe Springs - Investment Portfolio

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FNMA BENCHMARK NOTE DTD 01/08/2016 1.375% 01/28/2019	3135G0H63	1,735,000.00	AA+	Aaa	01/28/16	02/05/16	1,746,190.75	1.15	10,138.91	1,740,961.29	1,734,762.31
FNMA BENCHMARK NOTE DTD 08/02/2016 0.875% 08/02/2019	3135G0N33	145,000.00	AA+	Aaa	07/29/16	08/02/16	144,756.40	0.93	525.12	144,829.90	143,256.81
FREDDIE MAC GLOBAL NOTES DTD 10/02/2012 1.250% 10/02/2019	3137EADM8	2,400,000.00	AA+	Aaa	01/28/16	02/05/16	2,394,144.00	1.32	7,416.67	2,396,367.96	2,386,797.60
FHLB NOTES DTD 11/17/2016 1.375% 11/15/2019	3130AA3R7	350,000.00	AA+	Aaa	11/16/16	11/17/16	349,919.50	1.38	614.93	349,935.89	348,924.10
FNMA NOTES DTD 02/28/2017 1.500% 02/28/2020	3135G0T29	210,000.00	AA+	Aaa	02/24/17	02/28/17	209,865.60	1.52	1,076.25	209,880.62	209,449.59
FNMA BENCHMARK NOTE DTD 05/16/2016 1.250% 05/06/2021	3135G0K69	200,000.00	AA+	Aaa	08/01/16	08/02/16	200,850.00	1.16	381.94	200,690.95	196,470.20
FNMA NOTES DTD 08/19/2016 1.250% 08/17/2021	3135G0N82	120,000.00	AA+	Aaa	08/17/16	08/19/16	119,589.48	1.32	558.33	119,658.80	117,305.16
FNMA NOTES DTD 08/19/2016 1.250% 08/17/2021	3135G0N82	300,000.00	AA+	Aaa	09/01/16	09/02/16	298,164.00	1.38	1,395.83	298,463.31	293,262.90
FNMA NOTES DTD 08/19/2016 1.250% 08/17/2021	3135G0N82	380,000.00	AA+	Aaa	08/17/16	08/19/16	378,461.00	1.33	1,768.06	378,720.81	371,466.34
FANNIE MAE NOTES DTD 04/10/2017 1.875% 04/05/2022	3135G0T45	400,000.00	AA+	Aaa	04/06/17	04/10/17	398,204.00	1.97	1,687.50	398,281.31	398,744.00
Security Type Sub-Total		6,965,000.00					6,965,018.23	1.29	28,288.80	6,962,708.10	6,922,441.11
Corporate Note											
GENERAL ELEC CAP CORP GLOBAL SR MTN DTD 09/24/2007 5.625% 09/15/2017	36962G3H5	10,000.00	AA-	A1	01/25/16	01/27/16	10,683.60	1.38	165.63	10,086.73	10,081.76
AMERICAN EXPRESS CREDIT CORP NOTES DTD 09/23/2014 1.550% 09/22/2017	0258M0DR7	100,000.00	A-	A2	01/26/16	01/29/16	99,995.00	1.55	426.25	99,999.40	100,022.60

Managed Account Detail of Securities Held

For the Month Ending June 30, 2017

City of Santa Fe Springs - Investment Portfolio

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
JPMORGAN CHASE & CO NOTES DTD 12/20/2007 6.000% 01/15/2018	46625HGY0	451,000.00	A-	A3	01/25/16	01/27/16	486,168.98	1.94	12,477.67	460,767.85	461,133.07
HSBC USA CORP NOTES DTD 08/07/2015 2.000% 08/07/2018	40428HPU0	500,000.00	A	A2	01/25/16	01/27/16	499,680.00	2.03	4,000.00	499,859.38	501,410.00
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 01/17/2014 2.100% 01/17/2019	89236TBB0	500,000.00	AA-	Aa3	01/25/16	01/27/16	505,525.00	1.72	4,783.33	502,906.26	503,072.50
WELLS FARGO & COMPANY DTD 04/22/2014 2.125% 04/22/2019	94974BFU9	500,000.00	A	A2	01/25/16	01/27/16	501,365.00	2.04	2,036.46	500,777.33	502,605.50
PEPSICO INC DTD 05/02/2017 1.550% 05/02/2019	713448DR6	105,000.00	A+	A1	04/27/17	05/02/17	104,921.25	1.59	266.73	104,927.63	104,964.72
AMERICAN EXPRESS CREDIT DTD 05/03/2017 1.875% 05/03/2019	0258M0EK1	210,000.00	A-	A2	04/27/17	05/03/17	209,913.90	1.90	634.38	209,920.74	209,983.20
BERKSHIRE HATHAWAY INC CORPORATE NOTES DTD 08/15/2016 1.300% 08/15/2019	084664CK5	90,000.00	AA	Aa2	08/08/16	08/15/16	89,912.70	1.33	442.00	89,937.89	89,346.60
BURLINGTON NRTH CORP DTD 09/24/2009 4.700% 10/01/2019	12189TBC7	100,000.00	A	A3	06/03/16	06/08/16	110,390.00	1.48	1,175.00	107,109.35	106,313.30
PFIZER INC CORP NOTE DTD 11/21/2016 1.700% 12/15/2019	717081EB5	205,000.00	AA	A1	11/14/16	11/21/16	204,852.40	1.72	154.89	204,882.11	205,325.75
CITIGROUP INC DTD 01/10/2017 2.450% 01/10/2020	172967LF6	100,000.00	BBB+	Baa1	01/04/17	01/10/17	99,960.00	2.46	1,163.75	99,966.14	100,601.20
AMERICAN EXPRESS CREDIT CORP NOTES DTD 03/03/2017 2.200% 03/03/2020	0258M0EE5	125,000.00	A-	A2	02/28/17	03/03/17	124,870.00	2.24	901.39	124,883.81	125,594.88
WALT DISNEY COMPANY CORP NOTES DTD 03/06/2017 1.950% 03/04/2020	25468PDP8	40,000.00	A+	A2	03/01/17	03/06/17	39,989.60	1.96	249.17	39,990.67	40,124.88
JOHN DEERE CAPITAL CORP CORP NOTES DTD 03/15/2017 2.200% 03/13/2020	24422ETO2	85,000.00	A	A2	03/10/17	03/15/17	84,933.70	2.23	550.61	84,940.01	85,712.30

Managed Account Detail of Securities Held

For the Month Ending June 30, 2017

City of Santa Fe Springs - Investment Portfolio

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
INTEL CORP NOTES DTD 05/11/2017 1.850% 05/11/2020	458140AZ3	110,000.00	A+	A1	05/08/17	05/11/17	109,958.20	1.86	282.64	109,960.09	110,030.36
APPLE INC BONDS DTD 05/11/2017 1.800% 05/11/2020	037833CS7	185,000.00	AA+	Aa1	05/04/17	05/11/17	184,811.30	1.84	462.50	184,819.84	184,892.33
HOME DEPOT INC CORP NOTES DTD 06/05/2017 1.800% 06/05/2020	437076BO4	100,000.00	A	A2	05/24/17	06/05/17	99,942.00	1.82	130.00	99,943.37	100,045.70
WALT DISNEY COMPANY CORP NOTES DTD 06/06/2017 1.800% 06/05/2020	25468PDU7	300,000.00	A+	A2	06/01/17	06/06/17	299,652.00	1.84	375.00	299,659.87	299,353.50
CISCO SYSTEMS INC CORP NOTES DTD 06/17/2015 2.450% 06/15/2020	17275RAX0	300,000.00	AA-	A1	06/06/17	06/09/17	305,832.00	1.79	326.67	305,717.11	304,814.40
JOHN DEERE CAPITAL CORP NOTES DTD 06/22/2017 1.950% 06/22/2020	24422ETS8	120,000.00	A	A2	06/19/17	06/22/17	119,926.80	1.97	58.50	119,927.40	120,312.72
STATE STREET CORP NOTES DTD 08/18/2015 2.550% 08/18/2020	857477AS2	300,000.00	A	A1	06/08/17	06/13/17	305,550.00	1.95	2,826.25	305,466.38	305,633.40
IBM CORP NOTES DTD 02/19/2016 2.250% 02/19/2021	459200JF9	200,000.00	A+	A1	06/08/17	06/13/17	202,028.00	1.96	1,650.00	202,002.06	200,721.20
TEXAS INSTRUMENTS INC DTD 03/12/2014 2.750% 03/12/2021	882508AY0	100,000.00	A+	A1	04/27/17	05/04/17	102,279.00	2.13	832.64	102,189.45	102,083.30
BANK OF AMERICA CORP NOTE DTD 04/19/2016 2.625% 04/19/2021	06051GFW4	200,000.00	BBB+	Baa1	06/08/17	06/13/17	201,422.00	2.43	1,050.00	201,404.74	200,886.40
MORGAN STANLEY CORP NOTES DTD 04/21/2016 2.500% 04/21/2021	61746BEA0	200,000.00	BBB+	A3	06/08/17	06/13/17	200,510.00	2.43	972.22	200,504.06	199,845.80
AMERICAN HONDA FINANCE CORP NOTES DTD 09/09/2016 1.700% 09/09/2021	02665WBG5	310,000.00	A+	A1	09/09/16	09/14/16	307,882.70	1.84	1,639.56	308,208.85	303,717.23
JOHN DEERE CAPITAL CORP NOTES DTD 01/06/2017 2.650% 01/06/2022	24422ETL3	100,000.00	A	A2	03/10/17	03/15/17	99,559.00	2.75	1,288.19	99,586.30	101,598.50
US BANK NA CINCINNATI CORP NOTE DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	300,000.00	A+	A1	06/08/17	06/13/17	309,087.00	2.32	2,650.00	308,997.55	307,902.00

Managed Account Detail of Securities Held

For the Month Ending June 30, 2017

City of Santa Fe Springs - Investment Portfolio

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
GOLDMAN SACHS GROUP INC DTD 01/26/2017 3.000% 04/26/2022	38141GWC4	305,000.00	BBB+	A3	06/08/17	06/13/17	308,412.95	2.75	1,652.08	308,380.78	307,343.32
UNITED PARCEL SERVICE CORP NOTES DTD 05/16/2017 2.350% 05/16/2022	911312BC9	310,000.00	A+	A1	06/08/17	06/13/17	312,979.10	2.14	910.63	312,950.55	311,024.55
Security Type Sub-Total		6,561,000.00					6,642,993.18	2.01	46,534.14	6,610,673.70	6,606,496.97
Certificate of Deposit											
ROYAL BANK OF CANADA NY CD DTD 03/15/2016 1.700% 03/09/2018	78009NZZ2	305,000.00	AA-	Aa3	03/11/16	03/15/16	305,000.00	1.69	1,613.11	305,000.00	305,554.19
CANADIAN IMPERIAL BANK NY CD DTD 12/05/2016 1.760% 11/30/2018	13606A5Z7	415,000.00	A+	Aa3	12/01/16	12/05/16	414,676.30	1.78	628.96	414,769.17	416,738.44
NORDEA BANK FINLAND NY CD DTD 12/05/2016 1.760% 11/30/2018	65558LWA6	415,000.00	AA-	Aa3	12/01/16	12/05/16	415,000.00	1.74	649.24	415,000.00	416,738.44
BANK OF NOVA SCOTIA HOUSTON LT CD DTD 04/06/2017 1.910% 04/05/2019	06417GUE6	420,000.00	A+	A1	04/05/17	04/06/17	420,000.00	1.91	1,916.37	420,000.00	419,752.62
SUMITOMO MITSUI BANK NY CD DTD 05/04/2017 2.050% 05/03/2019	86563YVN0	420,000.00	A	A1	05/03/17	05/04/17	420,000.00	2.05	1,363.25	420,000.00	420,638.40
Security Type Sub-Total		1,975,000.00					1,974,676.30	1.84	6,170.93	1,974,769.17	1,979,422.09
Asset-Backed Security / Collateralized Mortgage Obligation											
HYUNDAI ABS 2016-A A3 DTD 03/30/2016 1.560% 09/15/2020	44930UAD8	60,000.00	AAA	Aaa	03/22/16	03/30/16	59,988.36	1.57	41.60	59,991.95	59,977.42
HYUNDAI AUTO RECEIVABLES TRUST DTD 09/21/2016 1.290% 04/15/2021	44891EAC3	105,000.00	AAA	Aaa	09/14/16	09/21/16	104,985.87	1.30	60.20	104,988.53	104,129.38
HAROT 2017-2 A3 DTD 06/27/2017 1.680% 08/16/2021	43811BAC8	310,000.00	AAA	Aaa	06/20/17	06/27/17	309,973.19	1.68	57.87	309,973.23	309,528.49
FORDO 2017-B A3 DTD 06/27/2017 1.690% 11/15/2021	34531HAD1	240,000.00	AAA	Aaa	06/20/17	06/27/17	239,989.32	1.69	45.07	239,989.34	239,640.72

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2017**

City of Santa Fe Springs - Investment Portfolio

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		715,000.00					714,936.74	1.62	204.74	714,943.05	713,276.01
Managed Account Sub-Total		30,539,974.46					30,695,394.31	1.56	136,237.44	30,648,673.90	30,546,521.18
Money Market Fund											
PFM Funds - Govt Select, Instl CI		392,681.81	AAAm	NR			392,681.81		0.00	392,681.81	392,681.81
Money Market Sub-Total		392,681.81					392,681.81		0.00	392,681.81	392,681.81
Securities Sub-Total		\$30,932,656.27					\$31,088,076.12	1.56%	\$136,237.44	\$31,041,355.71	\$30,939,202.99
Accrued Interest											\$136,237.44
Total Investments											\$31,075,440.43

Managed Account Security Transactions & Interest

For the Month Ending April 30, 2017

City of Santa Fe Springs - Investment Portfolio

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale
Trade	Settle							Cost	Amort Cost	Method
BUY										
04/03/17	04/05/17	US TREASURY NOTES DTD 09/02/2014 2.000% 08/31/2021	912828D72	600,000.00	(604,781.25)	(1,173.91)	(605,955.16)			
04/05/17	04/06/17	BANK OF NOVA SCOTIA HOUSTON LT CD DTD 04/06/2017 1.910% 04/05/2019	06417GUE6	420,000.00	(420,000.00)	0.00	(420,000.00)			
04/05/17	04/12/17	INTER-AMERICAN DEVEL BK NOTE DTD 04/12/2017 1.625% 05/12/2020	4581X0CX4	210,000.00	(209,502.30)	0.00	(209,502.30)			
04/06/17	04/10/17	FANNIE MAE NOTES DTD 04/10/2017 1.875% 04/05/2022	3135G0T45	400,000.00	(398,204.00)	0.00	(398,204.00)			
04/27/17	05/02/17	PEPSICO INC DTD 05/02/2017 1.550% 05/02/2019	713448DR6	105,000.00	(104,921.25)	0.00	(104,921.25)			
04/27/17	05/03/17	AMERICAN EXPRESS CREDIT DTD 05/03/2017 1.875% 05/03/2019	0258M0EK1	210,000.00	(209,913.90)	0.00	(209,913.90)			
04/27/17	05/04/17	TEXAS INSTRUMENTS INC DTD 03/12/2014 2.750% 03/12/2021	882508AY0	100,000.00	(102,279.00)	(397.22)	(102,676.22)			
Transaction Type Sub-Total				2,045,000.00	(2,049,601.70)	(1,571.13)	(2,051,172.83)			
INTEREST										
04/01/17	04/01/17	BURLINGTON NRTH CORP DTD 09/24/2009 4.700% 10/01/2019	12189TBC7	100,000.00	0.00	2,350.00	2,350.00			
04/01/17	04/25/17	FHLMC SERIES KP03 A2 DTD 04/01/2016 1.780% 07/01/2019	3137BNN26	365,000.00	0.00	541.42	541.42			
04/02/17	04/02/17	FREDDIE MAC GLOBAL NOTES DTD 10/02/2012 1.250% 10/02/2019	3137EADM8	2,400,000.00	0.00	15,000.00	15,000.00			
04/12/17	04/12/17	FHLMC REFERENCE NOTE DTD 09/16/2016 0.875% 10/12/2018	3137EAED7	375,000.00	0.00	1,877.60	1,877.60			
04/15/17	04/15/17	HYUNDAI ABS 2016-A A3 DTD 03/30/2016 1.560% 09/15/2020	44930UAD8	60,000.00	0.00	78.00	78.00			
04/15/17	04/15/17	HYUNDAI AUTO RECEIVABLES TRUST DTD 09/21/2016 1.290% 04/15/2021	44891EAC3	105,000.00	0.00	112.88	112.88			

Managed Account Security Transactions & Interest

For the Month Ending April 30, 2017

City of Santa Fe Springs - Investment Portfolio

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale
Trade	Settle							Cost	Amort Cost	Method
INTEREST										
04/22/17	04/22/17	WELLS FARGO & COMPANY DTD 04/22/2014 2.125% 04/22/2019	94974BFU9	500,000.00	0.00	5,312.50	5,312.50			
04/30/17	04/30/17	US TREASURY NOTES DTD 05/02/2016 1.375% 04/30/2021	912828O78	250,000.00	0.00	1,718.75	1,718.75			
Transaction Type Sub-Total				4,155,000.00	0.00	26,991.15	26,991.15			
PAYDOWNS										
04/01/17	04/25/17	FHLMC SERIES KP03 A2 DTD 04/01/2016 1.780% 07/01/2019	3137BNN26	19,972.89	19,972.89	0.00	19,972.89	(199.25)	0.00	
Transaction Type Sub-Total				19,972.89	19,972.89	0.00	19,972.89	(199.25)	0.00	
SELL										
04/03/17	04/05/17	FHLMC REFERENCE NOTE DTD 09/16/2016 0.875% 10/12/2018	3137EAED7	125,000.00	124,343.75	604.60	124,948.35	(618.75)	(628.20)	FIFO
04/03/17	04/05/17	GENERAL ELEC CAP CORP GLOBAL SR MTN DTD 09/24/2007 5.625% 09/15/2017	36962G3H5	450,000.00	458,698.50	1,406.25	460,104.75	(22,063.50)	260.38	FIFO
04/05/17	04/06/17	FEDERAL HOME LOAN BANKS AGCY DTD 05/27/2016 0.875% 06/29/2018	3130A8BD4	400,000.00	398,472.00	943.06	399,415.06	(564.00)	(957.47)	FIFO
04/05/17	04/12/17	US TREASURY NOTES DTD 06/30/2015 1.625% 06/30/2020	912828XH8	210,000.00	210,369.14	961.53	211,330.67	(3,108.99)	(2,697.30)	FIFO
04/06/17	04/06/17	US TREASURY NOTES DTD 06/02/2014 1.500% 05/31/2019	912828WL0	20,000.00	20,087.50	104.67	20,192.17	(131.25)	(97.87)	FIFO
04/06/17	04/10/17	US TREASURY N/B NOTES DTD 02/28/2017 1.875% 02/28/2022	912828W55	400,000.00	400,625.00	835.60	401,460.60	5,218.75	5,160.88	FIFO
04/28/17	05/03/17	AMERICAN EXPRESS CREDIT CORP NOTES DTD 09/23/2014 1.550% 09/22/2017	0258M0DR7	400,000.00	400,192.00	706.11	400,898.11	212.00	196.14	FIFO
Transaction Type Sub-Total				2,005,000.00	2,012,787.89	5,561.82	2,018,349.71	(21,055.74)	1,236.56	
Managed Account Sub-Total					(16,840.92)	30,981.84	14,140.92	(21,254.99)	1,236.56	

Managed Account Security Transactions & Interest

For the Month Ending **April 30, 2017**

City of Santa Fe Springs - Investment Portfolio

Total Security Transactions	(\$16,840.92)	\$30,981.84	\$14,140.92	(\$21,254.99)	\$1,236.56
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Bolded items are forward settling trades.

Managed Account Security Transactions & Interest

For the Month Ending May 31, 2017

City of Santa Fe Springs - Investment Portfolio

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
BUY										
04/27/17	05/02/17	PEPSICO INC	713448DR6	105,000.00	(104,921.25)	0.00	(104,921.25)			
		DTD 05/02/2017 1.550% 05/02/2019								
04/27/17	05/03/17	AMERICAN EXPRESS CREDIT	0258M0EK1	210,000.00	(209,913.90)	0.00	(209,913.90)			
		DTD 05/03/2017 1.875% 05/03/2019								
04/27/17	05/04/17	TEXAS INSTRUMENTS INC	882508AY0	100,000.00	(102,279.00)	(397.22)	(102,676.22)			
		DTD 03/12/2014 2.750% 03/12/2021								
05/03/17	05/04/17	SUMITOMO MITSUI BANK NY CD	86563YVN0	420,000.00	(420,000.00)	0.00	(420,000.00)			
		DTD 05/04/2017 2.050% 05/03/2019								
05/04/17	05/11/17	APPLE INC BONDS	037833CS7	185,000.00	(184,811.30)	0.00	(184,811.30)			
		DTD 05/11/2017 1.800% 05/11/2020								
05/08/17	05/11/17	INTEL CORP NOTES	458140AZ3	110,000.00	(109,958.20)	0.00	(109,958.20)			
		DTD 05/11/2017 1.850% 05/11/2020								
05/24/17	06/05/17	HOME DEPOT INC CORP NOTES	437076BQ4	100,000.00	(99,942.00)	0.00	(99,942.00)			
		DTD 06/05/2017 1.800%								
		06/05/2020								
Transaction Type Sub-Total				1,230,000.00	(1,231,825.65)	(397.22)	(1,232,222.87)			
INTEREST										
05/01/17	05/25/17	FHLMC SERIES KP03 A2	3137BNN26	345,027.11	0.00	511.79	511.79			
		DTD 04/01/2016 1.780% 07/01/2019								
05/06/17	05/06/17	FNMA BENCHMARK NOTE	3135G0K69	200,000.00	0.00	1,250.00	1,250.00			
		DTD 05/16/2016 1.250% 05/06/2021								
05/13/17	05/13/17	INTER-AMERICAN DEVELOPMENT BANK	458182DX7	290,000.00	0.00	1,450.00	1,450.00			
		DTD 04/12/2016 1.000% 05/13/2019								
05/15/17	05/15/17	HYUNDAI ABS 2016-A A3	44930UAD8	60,000.00	0.00	78.00	78.00			
		DTD 03/30/2016 1.560% 09/15/2020								
05/15/17	05/15/17	HYUNDAI AUTO RECEIVABLES TRUST	44891EAC3	105,000.00	0.00	112.88	112.88			
		DTD 09/21/2016 1.290% 04/15/2021								
05/15/17	05/15/17	FHLB NOTES	3130AA3R7	350,000.00	0.00	2,379.51	2,379.51			
		DTD 11/17/2016 1.375% 11/15/2019								
05/30/17	05/30/17	CANADIAN IMPERIAL BANK NY CD	13606A5Z7	415,000.00	0.00	3,550.56	3,550.56			
		DTD 12/05/2016 1.760% 11/30/2018								
05/30/17	05/30/17	NORDEA BANK FINLAND NY CD	65558LWA6	415,000.00	0.00	3,570.84	3,570.84			
		DTD 12/05/2016 1.760% 11/30/2018								

Managed Account Security Transactions & Interest

For the Month Ending May 31, 2017

City of Santa Fe Springs - Investment Portfolio

Transaction Type										
Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
05/31/17	05/31/17	US TREASURY NOTES DTD 11/30/2015 1.625% 11/30/2020	912828M98	1,180,000.00	0.00	9,587.50	9,587.50			
05/31/17	05/31/17	US TREASURY NOTES DTD 06/02/2014 1.500% 05/31/2019	912828WL0	280,000.00	0.00	2,100.00	2,100.00			
Transaction Type Sub-Total				3,640,027.11	0.00	24,591.08	24,591.08			
PAYDOWNS										
05/01/17	05/25/17	FHLMC SERIES KP03 A2 DTD 04/01/2016 1.780% 07/01/2019	3137BNN26	552.95	552.95	0.00	552.95	(5.52)	0.00	
Transaction Type Sub-Total				552.95	552.95	0.00	552.95	(5.52)	0.00	
SELL										
04/28/17	05/03/17	AMERICAN EXPRESS CREDIT CORP NOTES DTD 09/23/2014 1.550% 09/22/2017	0258M0DR7	400,000.00	400,192.00	706.11	400,898.11	212.00	196.14	FIFO
05/02/17	05/02/17	US TREASURY NOTES DTD 06/02/2014 1.500% 05/31/2019	912828WL0	70,000.00	70,319.92	441.35	70,761.27	(445.71)	(307.61)	FIFO
05/03/17	05/04/17	US TREASURY NOTES DTD 06/02/2014 1.500% 05/31/2019	912828WL0	420,000.00	421,722.66	2,682.69	424,405.35	(2,871.09)	(2,032.68)	FIFO
05/05/17	05/11/17	FEDERAL HOME LOAN BANKS AGCY DTD 05/27/2016 0.875% 06/29/2018	3130A8BD4	65,000.00	64,750.40	208.54	64,958.94	(92.95)	(164.17)	FIFO
05/09/17	05/10/17	US TREASURY NOTES DTD 02/02/2015 1.250% 01/31/2020	912828H52	50,000.00	49,679.69	170.93	49,850.62	(347.65)	(339.62)	FIFO
05/11/17	05/11/17	US TREASURY NOTES DTD 06/02/2014 1.500% 05/31/2019	912828WL0	90,000.00	90,274.22	600.82	90,875.04	(710.15)	(523.13)	FIFO
Transaction Type Sub-Total				1,095,000.00	1,096,938.89	4,810.44	1,101,749.33	(4,255.55)	(3,171.07)	
Managed Account Sub-Total					(134,333.81)	29,004.30	(105,329.51)	(4,261.07)	(3,171.07)	
Total Security Transactions					(\$134,333.81)	\$29,004.30	(\$105,329.51)	(\$4,261.07)	(\$3,171.07)	

Bolded items are forward settling trades.

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2017**

City of Santa Fe Springs - Investment Portfolio

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
BUY										
05/24/17	06/05/17	HOME DEPOT INC CORP NOTES DTD 06/05/2017 1.800% 06/05/2020	437076BQ4	100,000.00	(99,942.00)	0.00	(99,942.00)			
06/01/17	06/06/17	WALT DISNEY COMPANY CORP NOTES DTD 06/06/2017 1.800% 06/05/2020	25468PDU7	300,000.00	(299,652.00)	0.00	(299,652.00)			
06/06/17	06/09/17	CISCO SYSTEMS INC CORP NOTES DTD 06/17/2015 2.450% 06/15/2020	17275RAX0	300,000.00	(305,832.00)	(3,552.50)	(309,384.50)			
06/08/17	06/09/17	US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828XM7	1,500,000.00	(1,505,156.25)	(8,686.12)	(1,513,842.37)			
06/08/17	06/09/17	US TREASURY NOTES DTD 03/31/2015 1.375% 03/31/2020	912828J84	2,000,000.00	(1,996,171.88)	(5,259.56)	(2,001,431.44)			
06/08/17	06/09/17	US TREASURY NOTES DTD 10/31/2014 1.500% 10/31/2019	912828F62	1,000,000.00	(1,002,968.75)	(1,630.43)	(1,004,599.18)			
06/08/17	06/09/17	US TREASURY NOTES DTD 05/02/2016 1.375% 04/30/2021	912828O78	1,000,000.00	(990,273.44)	(1,494.57)	(991,768.01)			
06/08/17	06/13/17	MORGAN STANLEY CORP NOTES DTD 04/21/2016 2.500% 04/21/2021	61746BEA0	200,000.00	(200,510.00)	(722.22)	(201,232.22)			
06/08/17	06/13/17	US BANK NA CINCINNATI CORP NOTE DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	300,000.00	(309,087.00)	(2,200.00)	(311,287.00)			
06/08/17	06/13/17	STATE STREET CORP NOTES DTD 08/18/2015 2.550% 08/18/2020	857477AS2	300,000.00	(305,550.00)	(2,443.75)	(307,993.75)			
06/08/17	06/13/17	UNITED PARCEL SERVICE CORP NOTES DTD 05/16/2017 2.350% 05/16/2022	911312BC9	310,000.00	(312,979.10)	(546.38)	(313,525.48)			
06/08/17	06/13/17	GOLDMAN SACHS GROUP INC DTD 01/26/2017 3.000% 04/26/2022	38141GWC4	305,000.00	(308,412.95)	(1,194.58)	(309,607.53)			
06/08/17	06/13/17	IBM CORP NOTES DTD 02/19/2016 2.250% 02/19/2021	459200JF9	200,000.00	(202,028.00)	(1,425.00)	(203,453.00)			
06/08/17	06/13/17	BANK OF AMERICA CORP NOTE DTD 04/19/2016 2.625% 04/19/2021	06051GFW4	200,000.00	(201,422.00)	(787.50)	(202,209.50)			
06/19/17	06/22/17	JOHN DEERE CAPITAL CORP NOTES DTD 06/22/2017 1.950% 06/22/2020	24422ETS8	120,000.00	(119,926.80)	0.00	(119,926.80)			
06/20/17	06/27/17	FORDO 2017-B A3 DTD 06/27/2017 1.690% 11/15/2021	34531HAD1	240,000.00	(239,989.32)	0.00	(239,989.32)			
06/20/17	06/27/17	HAROT 2017-2 A3 DTD 06/27/2017 1.680% 08/16/2021	43811BAC8	310,000.00	(309,973.19)	0.00	(309,973.19)			

Managed Account Security Transactions & Interest

For the Month Ending June 30, 2017

City of Santa Fe Springs - Investment Portfolio

Transaction Type										
Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY										
06/26/17	06/28/17	US TREASURY NOTES DTD 06/30/2014 2.125% 06/30/2021	912828WR7	550,000.00	(560,033.20)	(5,779.18)	(565,812.38)			
06/26/17	06/28/17	US TREASURY NOTES DTD 07/31/2014 1.625% 07/31/2019	912828WW6	350,000.00	(351,900.39)	(2,325.28)	(354,225.67)			
Transaction Type Sub-Total				9,585,000.00	(9,621,808.27)	(38,047.07)	(9,659,855.34)			
INTEREST										
06/01/17	06/25/17	FHLMC SERIES KP03 A2 DTD 04/01/2016 1.780% 07/01/2019	3137BNN26	344,474.16	0.00	510.97	510.97			
06/15/17	06/15/17	HYUNDAI ABS 2016-A A3 DTD 03/30/2016 1.560% 09/15/2020	44930UAD8	60,000.00	0.00	78.00	78.00			
06/15/17	06/15/17	PFIZER INC CORP NOTE DTD 11/21/2016 1.700% 12/15/2019	717081EB5	205,000.00	0.00	1,974.83	1,974.83			
06/15/17	06/15/17	HYUNDAI AUTO RECEIVABLES TRUST DTD 09/21/2016 1.290% 04/15/2021	44891EAC3	105,000.00	0.00	112.88	112.88			
06/15/17	06/15/17	CISCO SYSTEMS INC CORP NOTES DTD 06/17/2015 2.450% 06/15/2020	17275RAX0	300,000.00	0.00	3,675.00	3,675.00			
06/30/17	06/30/17	US TREASURY NOTES DTD 06/30/2015 1.625% 06/30/2020	912828XH8	1,280,000.00	0.00	10,400.00	10,400.00			
06/30/17	06/30/17	US TREASURY NOTES DTD 06/30/2014 2.125% 06/30/2021	912828WR7	550,000.00	0.00	5,843.75	5,843.75			
Transaction Type Sub-Total				2,844,474.16	0.00	22,595.43	22,595.43			
PAYDOWNS										
06/01/17	06/25/17	FHLMC SERIES KP03 A2 DTD 04/01/2016 1.780% 07/01/2019	3137BNN26	499.70	499.70	0.00	499.70	(4.99)	0.00	
Transaction Type Sub-Total				499.70	499.70	0.00	499.70	(4.99)	0.00	
Managed Account Sub-Total					(9,621,308.57)	(15,451.64)	(9,636,760.21)	(4.99)	0.00	
Total Security Transactions					(\$9,621,308.57)	(\$15,451.64)	(\$9,636,760.21)	(\$4.99)	\$0.00	

IMPORTANT DISCLOSURES

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

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **DURATION TO WORST:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years, computed from cash flows to the maturity date or to the put date, whichever results in the highest yield to the investor.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.

GLOSSARY

- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.
- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.



City of Santa Fe Springs

City Council Meeting

September 12, 2017

CONSENT CALENDAR

Fire Station Headquarters – HVAC Improvements - Final Payment

RECOMMENDATION

That the City Council approve the Final Payment (less 5% Retention) to Los Angeles Air Conditioning Inc. of La Verne, California in the amount of \$252,700.00 for the subject project.

BACKGROUND

The City Council, at their meeting of April 27, 2017, awarded a contract to Los Angeles Air Conditioning, Inc. of La Verne, California in the amount of \$266,000.00 for the above subject.

The projects scope of work included the removal of the existing Split System HVAC equipment in the Mechanical Room and Rooftop and replaced with Packaged Rooftop HVAC equipment with electric cooling and gas heating complete with structural support for all the equipment. The removal and installation of new duct work for the newly created three climate controlled zones. The project also included the abatement of asbestos located in the ceiling of the Mechanical Room, roof mastic on the equipment flashing and lead base paint in one of the roof vent penetrations. Lastly, the HVAC equipment was tested and the system was balanced.

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 \$266,000. The final project cost including the construction, temporary air conditioning, engineering and inspection, overhead and contingency is within the budgeted amount of \$367,000.

FISCAL IMPACT

The Fire Station Headquarters-HVAC Improvements project is fully funded through the Bond Capital Improvements Plan Fund.


Don Powell

Interim City Manager

Attachment:
Payment Detail

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

 Date of Report: August 28, 2017

ITEM NO.6C

Payment Detail:
Fire Station Headquarters-HVAC Improvements

Contractor: Los Angeles Air Conditioning, Inc.
1714 Lindbergh Court
La Verne, CA 91750

Final Payment : **\$252,700.00**

Item No.	Description	Contract				Completed This Period		Completed to Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Work									
1.	Remove and dispose interfering portion of Asbestos Containing Materials (ACM) located in the ceiling of Mechanical Room (joint compound) and on the roof at the base of condensing unit (roof mastic); and Lead base paint in one of the pipe roof vent penetration (See Limited Asbestos and Lead Inspection Report in the Appendix).	1	L.S.		\$ 6,000.00	100%	\$ 6,000.00	100%	\$ 6,000.00
2.	Demolish and dispose existing three (3) Split System Air Handling Units in the Mechanical Room and Rooftop with associated floor mounted plenum and appurtenances, ductworks, equipment base and supporting beams, electrical demolition and associated appurtenances.	1	L.S.		\$ 4,400.00	100%	\$ 4,400.00	100%	\$ 4,400.00
3.	Furnish and Install New Three (3) 5-Ton Packaged Rooftop Units (AC-1, AC-2, and AC-3) and all Mechanical, Plumbing, Electrical, and Structural appurtenances.	1	L.S.		\$ 223,641.00	100%	\$ 223,641.00	100%	\$ 223,641.00
4.	Furnish and Install new Exhaust Fan (EF-4) and all mechanical, electrical, and structural appurtenances.	1	L.S.		\$ 1,286.00	100%	\$ 1,286.00	100%	\$ 1,286.00
5.	Provide duct cleaning services to existing and new supply and return ducts.	1	L.S.		\$ 8,750.00	100%	\$ 8,750.00	100%	\$ 8,750.00
6.	Furnish and Install galvanized corrugated metal screen wall, painted, along west side of the HVAC units.	1	L.S.		\$ 13,715.00	100%	\$ 13,715.00	100%	\$ 13,715.00
7.	Patch and repair roofing to match existing for demolition and renovation work.	1	L.S.		\$ 8,208.00	100%	\$ 8,208.00	100%	\$ 8,208.00
Original Contract Amount					\$ 266,000.00	\$ 266,000.00		\$ 266,000.00	

Total Completed Items to Date: **\$ 266,000.00**

CONTRACT PAYMENTS:

Total Items Completed to Date	\$266,000.00
Less 5% Retention	<u>(\$13,300.00)</u>
Final Payment	\$252,700.00

Invoice Date	Invoice No.	Warrant Billing Period		
		Invoice Due Date	Invoice Pay Date	Amount
8/28/2017	Final Payment	9/12/2017	9/21/2017	\$252,700.00

Finance Please Pay:	\$252,700.00
Project Account:	455-397-S016-4800
Recommended by:	Robert Garcia
Approved by:	<i>RL (2232) JL # 245</i>



City of Santa Fe Springs

City Council Meeting

CONSENT CALENDAR

Community Development Block Grant (CDBG) Program Participating City Cooperation Agreement with the Community Development Commission of the County of Los Angeles - Amendment No. 1

RECOMMENDATIONS:

- That the City Council approve Amendment No. 1 to the Community Development Block Grant Program Participating City Cooperation Agreement with the Community Development Commission of the County of Los Angeles; and
- That the Mayor execute Amendment No. 1.

BACKGROUND

The City Council, at their April 23, 2014 meeting, adopted Resolution No. 9440 which approved the City's participation in the Los Angeles Urban County Community Development Block Grant Program (CDBG) by signing a Cooperation Agreement with the Community Development Commission of the County of Los Angeles (LACDC).

The U.S. Department of Housing and Urban Development (HUD) has communicated to the LACDC, as part of re-qualifying for CDBG Program entitlement designation, to request an Amendment No. 1 to the Cooperation Agreement from CDBG participating cities.

The purpose of Amendment No. 1 is to clearly state that:

"a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974."

The LACDC has prepared language for Amendment No. 1 to the Cooperation Agreement and forwarded it to the City for signature.

CITY ATTORNEY REVIEW

The City Attorney's Office has reviewed the proposed Amendment No. 1.


Don Powell
Interim City Manager

Attachments:

Cooperative Agreement-Amendment No. 1

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PARTICIPATING CITY COOPERATION AGREEMENT
AMENDMENT NUMBER 1**

CITY: SANTA FE SPRINGS

THIS AMENDMENT NUMBER 1 TO THE COOPERATION AGREEMENT which was effective July 1, 2015, is made this ____ day of _____ by and between the County of Los Angeles, hereinafter called the "County," acting by and through the Community Development Commission of the County of Los Angeles (Commission) and the City of Santa Fe Springs (City).

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the "Act;"

WHEREAS, the County and City desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (NAHA), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grant (ESG) Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD," that the County be designated as an "Urban County;"

WHEREAS, the County and the Participating City previously entered into a Cooperation Agreement;

WHEREAS, the City desires to participate with the County in said program;

WHEREAS, as the Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes including: the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications; and

WHEREAS, the terms and provisions of this Agreement are fully authorized under State and local law, and this Agreement provides full legal authority for the County, by and through its agents and instrumentalities including the Housing Authority of the County of Los Angeles and the Community Development Commission of the County of Los Angeles, herein referred to as "County," to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

1. The City may not sell, trade, or otherwise transfer all or any portion of CDBG funds at another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal consideration, but must use such funds for activities eligible under Title I of the Housing and Community Act of 1974.

This Amendment Number 1 amends the original Cooperation Agreement to reflect the additions and/or change(s) noted above, and this section(s) should be substituted in its entirety or added to the previously executed Agreement. All other terms and conditions of said Agreement shall remain the same.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to the Cooperation Agreement to be subscribed by the Executive Director of the Community Development Commission of the County of Los Angeles, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written

County Counsel Certification

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under State and local laws, and that the Agreement provides full legal authority for the County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By: _____
Deputy County Counsel

Date

COUNTY OF LOS ANGELES

CITY OF SANTA FE SPRINGS

By _____
SEAN ROGAN, Executive Director
Community Development Commission
of the County of Los Angeles

By _____
MAYOR OR DESIGNEE

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

By _____
City Attorney



City of Santa Fe Springs

City Council Meeting

September 12, 2017

CONSENT CALENDAR

INTERIM CITY MANAGER PROFESSIONAL SERVICES AGREEMENT

The City Council "receive and file" the Agreement retaining Donald R. Powell as Interim City Manager.

RECOMMENDATIONS: That the City Council:

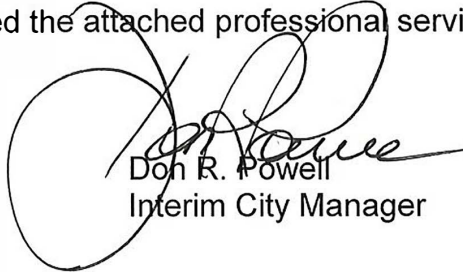
- Receive and file the City of Santa Fe Springs Agreement Retaining Donald R. Powell as Interim City Manager.

BACKGROUND/DESCRIPTION OF REQUEST

At its last meeting, the City Council authorized the former City Manager, Thaddeus McCormack, to enter into a professional services agreement with Don Powell, to serve as Interim City Manager to the City of Santa Fe Springs. The attached agreement is an executed copy of the professional services agreement between the City of Santa Fe Springs and Mr. Powell.

LEGAL REVIEW

The City Attorney's office prepared the attached professional services agreement.


Don R. Powell
Interim City Manager

Attachments:

1. City of Santa Fe Springs Agreement Retaining Donald R. Powell as Interim City Manager

**CITY OF SANTA FE SPRINGS
AGREEMENT RETAINING DONALD R. POWELL
AS INTERIM CITY MANAGER**

THIS AGREEMENT is made and entered into this ____ day of August, 2017, by and between the City of Santa Fe Springs, a California municipal corporation and general law city ("City"), and Donald R. Powell ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party", or collectively referred to as "the Parties."

RECITALS

WHEREAS, the City, by and through its City Council, desires to retain and appoint, on an interim basis, consultant as the Interim City Manager of the City pending the City Council's selection of a permanent city manager; and

WHEREAS, Donald R. Powell ("Consultant"), a California Public Employee Retirement System ("CalPERS") annuitant, is willing to serve as Interim City Manager only as and to the extent permitted by controlling law.

NOW THEREFORE, City and Consultant (also from time to time referred to collectively as The Parties) enter into written terms and conditions for Interim City Manager subject to the terms and conditions as set forth herein.

SECTION 1. APPOINTMENT

1.1 The City Council hereby retains and appoints Donald R. Powell as Interim City Manager of the City, and Consultant hereby accepts such employment and appointment with the City to perform the functions and duties specified in the Santa Fe Springs Code of Ordinances, applicable City policies, applicable state law pertaining to the position of City Manager and legally permissible and proper duties specified by the City Council.

1.2 Consultant hereby agrees to perform fully and faithfully the functions and duties of the office of the city manager, as the duly appointed Interim City Manager, as specified above, and in accordance with the terms and conditions as set forth herein. Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants through the City Manager/Employee.

SECTION 2. TERM

The term of this Agreement shall commence on September 4th, 2017 and shall continue in full force and effect on a month-to-month basis. The Agreement shall continue on a month-to-month basis until terminated by either Party providing fourteen (14) calendar days advanced written notice to the other Party of termination.

SECTION 3. COMPENSATION

3.1 Consultant will receive compensation at the rate of \$92.45 per hour for all hours worked pursuant to this Agreement, minus any applicable payroll taxes required by state and federal law, payable in accordance with the City's established protocols and procedures used for City employees. Consultant shall not be entitled to any additional compensation or severance pay upon termination of this Agreement.

3.2 As a retired annuitant under CalPERS, Consultant shall not be entitled to receive any benefits of employment provided to City's regular full-time or management employees, including, but not limited to, group health or medical benefits, retirement benefits, life insurance, and vacation and other leave accruals.

SECTION 4. HOURS OF WORK

The Parties hereby expressly understand and agree that Consultant's hours will not exceed nine hundred sixty (960) hours in the Fiscal Year 2017/2018 in accordance with California Government Code section 21221. Consultant shall be responsible for maintaining time records in the City's timekeeping system and ensuring that he does not exceed the nine hundred sixty (960) hours per fiscal year limit. Consultant is expected to work approximately thirty-two (32) hours per week from Monday to Thursday, including attendance at all City Council meetings. On days Consultant is not working, Consultant is expected to be available to the City Council and city staff via telephone and/or email.

SECTION 5. GENERAL EXPENSES

Consultant is not expected to incur general expenses in the performance of his duties pursuant to this Agreement and shall not be entitled to receive reimbursement for general expenses incurred. Notwithstanding the foregoing, if Consultant incurs an extraordinary expense, defined as a cost that is unforeseen and/or could not have been reasonably foreseen and that requires immediate payment, Consultant shall submit the receipt to the City Council for review and approval.

SECTION 6. INDEMNIFICATION

Except for an act of misappropriation of public funds, or an indictment, the filing of an information, a plea of guilty or a plea of *nolo contendere* for a crime involving moral turpitude, City shall defend, hold harmless and indemnify Consultant against any tort, professional liability claim or demand or other legal action, arising out of an alleged act or omission occurring within the scope of his employment as Interim City manager pursuant to and to the extent required by Government Code section 825 and 995. Pursuant to Government Code section 825(a), City reserves its right not to pay a judgment, compromise, or settlement until it is established that the injury arose out of an act or omission occurring within the scope of Consultant's employment under this Agreement.

SECTION 7. OTHER TERMS AND CONDITIONS

7.1 Notices. Any notices to be given hereunder by either Party to the other shall be in writing and may be transmitted by personal delivery, U.S. Postal Service, or by a nationally recognized overnight delivery service. Mailed notices shall be addressed to the Parties as follows:

IF TO CITY: City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Human Resources

IF TO CONSULTANT: Donald R. Powell
13102 Cottonwood Drive
Santa Ana, CA 92705

Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of postmark.

7.2 Entire Agreement. The text herein shall constitute the entire agreement between the Parties. This Agreement supersedes any and all other agreements, whether oral or written, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by both the City and Consultant.

7.3 Severability. The provisions of this Agreement are subject to CalPERS rules and regulations regarding the employment of CalPERS retirees. Any provision, or any portion thereof, determined by CalPERS to be inconsistent with such rules and regulations shall be deemed struck from this Agreement and shall not affect the validity or enforceability of any other provision of this Agreement. If any provision, or any portion thereof, contained in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severed, shall not be affected, and shall remain in full force and effect.

7.4 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

7.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be the Superior Court for the County of Los Angeles.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the date and year first above written.

CITY OF SANTA FE SPRINGS

Thaddeus McCormack, City Manager

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill, City Attorney

CONSULTANT

Donald R. Powell, Consultant



CONSENT CALENDAR

AGREEMENT FOR PROFESSIONAL SERVICES WITH KEYSER MARSTON ASSOCIATES

Agreement between the City of Santa Fe Springs and Keyser Marston Associates to conduct a hotel feasibility analysis for a proposed hotel located on the southwest corner of Norwalk Boulevard and Telegraph Road in the City of Santa Fe Springs.

RECOMMENDATIONS: That the City Council:

- Approve an Agreement between the City of Santa Fe Springs and Keyser Marston Associates to conduct a hotel feasibility analysis for a proposed hotel at Heritage Court located on the southwest corner of Norwalk Boulevard and Telegraph Road in the City of Santa Fe Springs.

BACKGROUND

In November 2016, the City Council approved an Exclusive Negotiating Agreement ("ENA") with Dellan 1 Inc. for the proposed development of a hotel on property owned by the City of Santa Fe Springs at Heritage Court located at the southwest corner of Norwalk Boulevard and Telegraph Road.

City staff and members of the City Council subcommittee have met with the developer regarding the proposed hotel project. Since the project is proposed on city-owned property, the City must determine whether to sell or lease the property along with additional terms of any agreement between the City and Dellan 1 to sell or lease the property.

Keyser Marston Associates is a financial and economic consulting firm specializing in real estate advisory and evaluation services. KMA regularly consults with cities throughout the State of California in the evaluation of projects. In this case, Keyser Marston Associates would review and evaluate the proposed hotel project, prepare a project pro forma and financial analysis that would factor in whether to sell or lease the property and what additional terms and conditions to consider.

LEGAL REVIEW

The City Attorney's office prepared the attached professional services agreement.

FISCAL IMPACT

Under the agreement, the cost for Keyser Marston's services is not to exceed ten thousand dollars (\$10,000).

Attachments:

1. Agreement


Don R. Powell
Interim City Manager

Report Submitted By: Donald Powell

Date of Report: September 6, 2017

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
KEYSER MARSTON ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2017 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation ("City"), and Keyser Marston Associates, Inc., a California Corporation ("Consultant").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to conduct a hotel feasibility and related economic services evaluation for a proposed hotel at the intersection of Telegraph Road and Norwalk Boulevard in the City of Santa Fe Springs; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Consultant's Proposal"), attached hereto as Exhibit "A."

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee budget and schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Ten Thousand Dollars (\$ 10,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue until the services required herein are completed.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings,

and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Keyser Marston Associates, Inc.
500 South Grand Avenue
Suite 1480
Los Angeles, CA 90071

Tel: (213) 622-8095
Attn: Jim Rabe

IF TO CITY:

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

Tel: (562) 868-0511
Attn: Don Powell

Courtesy copy to:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: Finance Director

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto

agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the alleged negligence or willful misconduct in the performance of the work undertaken by the Consultant, its employees, and/or authorized subcontractors, pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. With the exception of Consultant's proprietary computer models, all findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California

applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or

compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

CONSULTANT

Signature

Date: _____

[Name and Title]

Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

William Rounds, Mayor

Date: _____

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Date: _____

APPROVED AS TO CONTENT:

[Name]
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

[Name]
[Title]

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL



KEYSER MARSTON ASSOCIATES™
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

September 1, 2017

ADVISORS IN:
REAL ESTATE
REDEVELOPMENT
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

SAN FRANCISCO

A. JERRY KEYSER
TIMOTHY C. KELLY
KATE EARLE FUNK
DEBBIE M. KERN
REED T. KAWAHARA
DAVID DOEZEMA

LOS ANGELES

KATHLEEN H. HEAD
JAMES A. RABE
GREGORY D. SOO-HOO
KEVIN E. ENGSTROM
JULIE L. ROMNEY

SAN DIEGO

PAUL C. MARRA

Ms. Yolanda Summerhill
Attorney
Jones & Mayer
3777 N. Harbor Boulevard
Fullerton, CA 92835

Re: Santa Fe Springs Hotel Project Feasibility Review

Dear Ms. Summerhill:

Keyser Marston Associates, Inc. (KMA) is pleased to present this proposal to the City of Santa Fe Springs (City) to review the development feasibility of the proposed hotel project at the intersection of Telegraph and Norwalk City of Santa Fe Springs (Project). The Developer of the Project has proposed to build a select service hotel(s) with event/conference space, rooftop bar and pool. The City requested that KMA evaluate the feasibility of the proposed development.

With this understanding, KMA is pleased to submit the following letter proposal to the City. The proposal is organized as follows:

1. KMA's relevant qualifications are summarized;
2. The proposed scope of services is described; and
3. The proposed budget for the engagement is provided.

STATEMENT OF QUALIFICATIONS

Description of the Firm

KMA is a full service real estate, financial, and economic consulting firm specializing in real estate advisory and evaluation services. KMA is a privately held corporation that was incorporated in 1973. We have one of the largest real estate advisory practices on the West Coast, and the majority of KMA assignments involve long-standing client relationships.

KMA's services fall within the following general areas:

- Real Estate Evaluation and Transaction Services
- Strategic Planning and Economic Development Services
- Affordable Housing
- Valuation and Litigation Support
- Fiscal Impact Analyses
- Infrastructure and Public Finance Structuring

The increased complexities of real estate transactions demand a strong technical understanding of market opportunities and constraints. KMA can provide services that are grounded in a fundamental understanding of the San Gabriel Valley real estate market, valuations and investment financing. Unique characteristics possessed by KMA include:

Experience

KMA has over 40 years of experience assisting clients throughout the West in real estate market and evaluation services; negotiation services; structuring public/private transactions; and project implementation services.

Cost Effectiveness

KMA is able to be cost effective for our clients given our ability to provide comprehensive services relating to market and financial feasibility, economic analysis, direct implementation experience and public finance without the need for multiple consultants.

Commitment

KMA offers the commitment of principals who are recognized leaders in real estate advisory services throughout California. This philosophy and structure provides clients with maximum direct contact with the firm's principals.

SCOPE OF WORK

KMA will review information provided by the Developer to determine whether the proposed Project is feasible. To evaluate the Project, KMA will undertake the following tasks.

- Identify the information required by KMA to undertake a feasibility analysis of the Project
- Prepare a list of data needs to be submitted to the Developer
- Review information supplied by the Developer
- Work with the Developer to confirm our understanding of the Project
- Review and evaluate the Project, including:
 - Consider Project quality and target market including brand and rating
 - Consider mix of rooms, event/conference space and parking for the Project
 - Identify similar projects in the region
- Review and evaluate Developer's market projections and development cost assumptions
- Prepare a Project pro forma and financial analysis of the Project including:
 - Review of Project costs compared to similar projects
 - Evaluate Project revenue projections
 - Evaluate Project operating parameters
 - Identify appropriate return requirements
 - Estimate Project feasibility
- Summarize findings in a brief memorandum and series of tables

BUDGET & SCHEDULE

KMA will undertake this assignment for a not-to-exceed professional fee of \$10,000 based on the attached schedule of fees. The proposed budget assumes two meetings

with the City and/or the Developer. Any additional meetings will be billed based on the schedule of fees shown below.

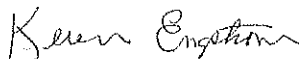
Keyser Marston Associates, Inc.	
Hourly Rates	
A. Jerry Keyser*	\$280.00
Managing Principals*	\$280.00
Senior Principals*	\$270.00
Principals*	\$250.00
Managers*	\$225.00
Senior Associates	\$187.50
Associates	\$167.50
Senior Analysts	\$150.00
Analysts	\$130.00

The City will be billed monthly based on time expended and costs incurred. The work effort can be completed in four weeks from authorization to proceed, and receipt of information from the Developer.

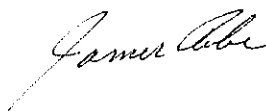
In addition to the above services, we are available to provide, as requested, ongoing negotiation services, preparation of a 53083 Report, a review of the Developer's financial statements, and similar related services in accordance with the standard hourly rates. We look forward to continuing our work with the City on this Project. We hope the above meets your needs, and are available to discuss the above at your convenience.

Sincerely,

KEYSER MARSTON ASSOCIATES, INC.



Kevin Engstrom
Senior Principal



James Rabe
Senior Principal

Cc: Wayne Morrell

EXHIBIT B

CERTIFICATES OF INSURANCE



City of Santa Fe Springs

City Council Meeting

September 12, 2017

PUBLIC HEARING

Consideration of Appeal of Conditional Use Permit Case No. 783: The City Council's review of the Planning Commission's decision denying a conditional use permit for the operation and maintenance of a massage use at 11416 Washington Boulevard, in the Community Commercial (C4) Zone, and within the Washington Boulevard Redevelopment Project Area

RECOMMENDATIONS: That the City Council:

- Open the Public Hearing for those wishing to speak on these matters; and thereafter, close the Public Hearing;
- Consider an appeal of the Planning Commission's decision to deny the request for a Conditional Use Permit to allow the operation and maintenance of a massage use at 11416 Washington Boulevard;
- Adopt Resolution No. 9558 upholding the Planning Commission's decision denying CUP 783 for the operation of a massage establishment at 11416 Washington Boulevard.

BACKGROUND/DESCRIPTION OF REQUEST

At their regular meeting of July 10, 2017, the Planning Commission unanimously voted to deny Conditional Use Permit Case No. 783, a request to allow a massage use at 11416 Washington Boulevard. The denial was based on Staff's findings as stated in the Staff report dated June 23, 2017 (copy attached, pages 21-37). The findings for denial as presented to the Planning Commission are as follows:

On August 22, 2016, Mr. Garret Biggs, the Applicant and owner of Mi Amor Massage, applied for and was granted a business license (Exhibit A) to maintain and operate a massage business at 11416 Washington Boulevard (it should be noted that the business license contains an error on the location. The business license shows the location as 11414 Washington Boulevard). During this time, Mr. Biggs represented to the Planning Department that he would be using massage technicians certified by the State of California, under the California Massage Therapy Council ("CAMTC"). Considering that the massage technicians would operate under a CAMTC certification, and in accordance with Chapter 115 of the City Code, a conditional use permit would not be required.

On October 17, 2016, code enforcement inspector Luis Collazo ("CEI Collazo") conducted a routine inspection of the operation to determine if the business had obtained a business license. Upon finding the door unlocked, CEI Collazo entered the premises and encountered a male individual who voluntarily identified himself as the receptionist; he claimed that they were open for business, that he was alone, and that a license masseuse was not at the facility (a violation of Section 115.09(C) and (D)).

Considering that the business was open and operating without a licensed massage technician present on the site, CEI Collazo issued a Notice of Violation (Exhibit B), and instructed the receptionist to close the business and cease all operations until a valid CUP was obtained from the City. A few days later, Mr. Garrett Biggs appealed the closure of the business to the City Manager. Based on the appeal, it was decided to allow the use to continue to operate while Mr. Biggs applied for and obtained a valid CUP. Mr. Biggs was instructed to continue the operation, but within strict adherence to the CAMTC regulations.

On January 13, 2017, Fire Department Inspectors (Christa King and Tiffany Shedrick) attempted to conduct a routine inspection of the premises, but found the business in an abandoned condition: only a male individual who identified himself as a sole customer was in the premises. Fire personnel immediately suspended their inspection. The inspection was later rescheduled, however, Fire personnel requested that Code Enforcement and Whittier Police Officers accompany them during the rescheduled inspection.

On February 2, 2017, the joint inspection was conducted by Fire Inspectors King and Shedrick, WPD Officer Brad White, and CEI Collazo. Upon entry to the lobby of the facility, City Staff immediately heard a door open to the rear of the premises. A male receptionist (identified as Jose Zaragoza) greeted the inspection group at the lobby of the establishment. City Staff introduced themselves and requested consent to conduct the Fire inspection. The receptionist voluntarily granted permission to conduct the inspection. While King and Shedrick conducted their inspection, Officer White and CEI Collazo made their way to the rear of the premises where they found the rear door of the establishment wide open. From inside of the premises, standing within the rear door area, they witnessed a female (later identified as Ngoc Bich Chau) ("Ms. Chau") sitting in a parked vehicle directly behind the establishment. She was wearing a black see-through lingerie teddy. Officer White and CEI Collazo approached the vehicle and conducted a voluntary interview of Ms. Chau. She identified herself as a masseuse for the establishment. After a few general questions, Ms. Chau requested to return to the establishment because she had left her two-phones inside of the establishment. Upon returning to the establishment, CEI Collazo requested to see her personal identification and her CAMTC card or certificate. Ms. Chau claimed that she did not have an identification or a driver's license, but presented a CAMTC card. CEI Collazo scanned the card and it came back as invalid (Exhibit C). The premises had two CAMTC certificates framed and displayed on the lobby wall (Exhibits D and E), neither of the certificates belonged to the female masseuse. It should be noted that Ms. Chau's attire, a black see-through lingerie teddy, is a direct violation of Section 115.09 (A). It should also be noted that a second female was in the premises inside one of the massage rooms. She identified herself as Taryn Leigh Calkum ("Ms. Calkum") and claimed that she was there waiting for another masseuse. Once the Fire inspectors concluded their inspection, all City personnel left the establishment. No action was taken based on the findings or

encounters.

In response to a call for service, on February 7, 2017, Whittier Police Detectives John Draper ("Officer Draper") and Jesse Benavente ("Officer Benavente"), and CEI Collazo conducted an unannounced inspection of the facility. Draper and Benavente waited to the rear of the establishment while CEI Collazo obtained consent to enter the premises and conduct the inspection. Upon entering, CEI Collazo recognized the receptionist (Jose Zaragoza) from the previous inspection. CEI Collazo re-introduced himself and requested consent to perform a follow-up inspection. The receptionist granted the consent to enter, but mentioned that two of the rooms were currently occupied by masseuses and their respective customers. Immediately after that conversation with the receptionist, Ms. Calkum (female from the previous inspection) came out of one of the rooms along with her male customer. Ms. Calkum was dressed in a thong underwear and brazier. The customer was fully dressed. CEI Collazo walked Ms. Calkum back to the massage room that she came out from and requested that she put on her clothes; Ms. Calkum's clothes were on the floor of the massage room. While walking back to the massage room, a second female, later identified as Jung Ho ("Ms. Ho"), came out of another massage room and ran to the rear of the premises where she exited the rear door of the establishment. As Ms. Ho attempted to flee out the backdoor wearing a lingerie teddy, she was met by Whittier Police Officers Draper and Benavente. After Ms. Calkum dressed, the massage room was photographed to show that there was no evidence of massage oils or other massage ointments normally used for massages. Ms. Calkum nevertheless stated that she had just completed a massage on the male individual that walked out. What was visible in the room were rolls of paper towels and soiled towels (Exhibit F). Ms. Calkum was walked back to the rear area of the facility where she provided a voluntary interview to Officer Benavente. During the interview Officer Benavente noticed that Ms. Calkum was holding a tissue. When she was questioned about the tissue, Ms. Calkum opened her hand and exposed that the tissue contained an unraveled condom. While Officer Benavente was interviewing Calkum, Officer Draper interviewed Ms. Ho, who had attempted to flee through the backdoor of the establishment upon Collazo's entry as indicated above. During Ms. Ho's exit she was wearing a lingerie-teddy outfit, however, she either removed it while running out, or it came off of her. Officers' Draper and Benavente both found Ms. Ho exiting the establishment covering her exposed breasts with her hands and arms. Ms. Ho was escorted back into the establishment and told to dress in her street clothes. Officer Draper attempted to interview Ms. Ho, but there was a language barrier and Officer Draper was unable to continue; Ms. Ho's primary language is Vietnamese. CEI Collazo requested CAMTC cards or certificates from Mr. Calkum and Ms. Ho. Neither was able to produce a CAMTC card/certificate or personal identification.

Because neither of the females who were operating as a masseuse could provide a CAMTC card or certificate, and because of their attire, it was determined that the massage activities were operating in violation of the City's Codes and the California

Massage Therapy Council. CEI Collazo issued a Notice of Violation (Exhibit G) and instructed the receptionist to cease all further operation until a valid Conditional Use Permit was obtained.

Upon returning to the Police Services Center, Mr. Biggs, the owner of the establishment, was waiting for CEI Collazo. CEI Collazo explained to Mr. Biggs that the business was ordered to cease operation because none of his employees could produce a CAMTC certification, and that the certificates on the wall did not belong to any of the employees at the premises. This finding was a violation of the State laws and the City Codes, additionally, this was a breach of the condition imposed by the City Manager. Mr. Biggs was instructed to cease all further operation of the establishment until a valid CUP was obtained.

A further inquiry of the premises revealed that Mr. Biggs did or cause to be done interior construction of the premises without a Building Permit. A letter dated February 9, 2017 (Exhibit H), was mailed to Mr. Biggs explaining the findings.

PLANNING COMMISSION PUBLIC HEARING

During the Planning Commission meeting, the testimony and evidence presented by the applicant, Mr. Biggs, contains a number of misrepresentations and inaccuracies which support the Planning Commission's denial of the CUP.

- 1) Applicant's representation that he was out of the country when the violations occurred.

Namely, the Applicant, Mr. Biggs addressed the Commission and stated that he was "embarrassed and sorry", and took all responsibility for the activities that occurred in his business, he further stated that he was in Vietnam during the inspection of February 7, 2017, and was unaware of who was working the business, and ultimately, had no control over the staff or their respective actions. It appears that Mr. Biggs claim to be out of the country is untrue because minutes after the inspection of February 7, 2017, Mr. Biggs came into the Police Services Center to discuss the reasons why his business was ordered closed. It was also at this time that Staff informed Mr. Biggs that he would be allowed to re-open only if he had a valid conditional use permit.

- 2) Applicant's representation/"evidence" that staff supported the illegal operation of his business.

Additionally, Mr. Biggs misrepresented to the Planning Commission that staff supported the operation of the massage establishment without a CUP. Specifically, at the meeting, Mr. Biggs played an audio recording in which he claims CEI Collazo congratulated him on having permission to operate his massage business. However, the recording, which was played four-times during the meeting, did not have any congratulatory message or tone. It only instructed Mr. Biggs to get in contact with CEI

Collazo. The Planning Commission questioned Mr. Biggs directly about the accuracy of his representation that he was congratulated by CEI Collazo and the Commission made clear that was not what was heard by the audio recording of the message. Mr. Biggs' response was that he could provide the transcription from his voice mail that would demonstrate he was being congratulated. However, it is important to note that voice mail transcription is not a perfect science and, many times, inaccurately transcribes what was actually stated in the message. Regardless of what the voice mail transcription may have interpreted CEI Collazo's message as stating, what is clear is that the actual voice mail message played during the public hearing did not in any way congratulate Mr. Biggs nor, in any way support, what was an illegal operation of his business.

3) Applicant's representation that he was licensed to perform massage.

During the Planning Commission meeting, Mr. Biggs claimed to possess a Certified Massage Therapist certificate and that, Mr. Biggs and his wife are typically the only persons that run the business and perform massage. However, an inquiry of the certificate through the CAMTC web-site revealed that the certificate (No. 63661) was in effect on January 22, 2015, but had expired on January 22, 2017 (Exhibit I). No other certificate was found for Mr. Biggs.

4) Applicant's representation that his delay in filing for a conditional use permit was the fault of the City.

The Applicant claimed that the delay in filing for a conditional use permit lie with the City. It is important to point out that changes in state law between 2009 and 2015 affected cities local control over massage establishments. Specifically, in 2009, the California legislature eliminated local control of massage establishments by enacting Section 4600 et seq. of the Business and Professions Code, which established voluntary statewide certification of massage practitioners and therapists, and restricted local control of massage establishments. As a result, the City of Santa Fe Springs was unable to regulate massage establishments through conditional use permits. During that time, cities could only impose requirements on massage therapy businesses that were the same as those uniformly applied to all other business providing professional services. Because local jurisdictions regulate various types of businesses differently without a uniform set of "professional service" regulations, jurisdictions were unable to regulate an industry that can be susceptible to criminal activity, including human trafficking and prostitution. In 2015, with the passage of Assembly Bill 1147, the State of California returned local control of massage establishments to cities. Since then, cities throughout the State of California have amended their zoning codes requiring conditional use permits for massage establishments. When staff initially inspected Mi Amor, cities still lacked the ability to regulate massage establishments through a conditional use permit.

5) Applicant's response following Planning Commission public hearing.

After the Planning Commission heard this item and acted on it, Mr. Biggs approached CEI Collazo, Officer Draper and Officer Benavente in the lobby in a hostile manner and claimed that they had lied on their findings. These allegations confused the officers because Mr. Biggs had just acknowledged the findings to the Planning Commission, took full responsibility of the activities stated in the findings, and went as far as apologizing to the Planning Commission. In an effort to defuse the situation, CEI Collazo explained to Mr. Biggs that if he felt this way, he should appeal the Planning Commission's decision. Mr. Biggs then exited the building without further comment.

APPEAL

Following the Planning Commission meeting of July 10, 2017, the City Clerk received a written appeal submitted by the Applicant's attorney (Exhibit J). The appeal was received on July 20, 2017, within the 14-day appeal period specified in Section 155.865 of the City Code. The appeal, filed through his attorney, contends seven items as follows (shown in bold font). It is important to note that since the Applicant failed to provide any facts in support of these arguments, these conclusory statements, without facts in support, are insufficient to overturn the Planning Commission's decision. The appeal contends:

1. ***The agency proceeded without, or in excess of its jurisdiction.*** Section 155.710 of the Zoning Code grants authority to the Planning Commission to grant conditional use permits whenever it finds that the granting of a permit is consistent with the requirements, intent and purpose of Chapter 155. The evidence presented by staff of illicit activity at the applicant's business coupled with the misrepresentations made by the Applicant at the public hearing support the Planning Commission's decision.
2. ***The agency erroneously decided a question of law that goes to its jurisdiction.*** The Applicant does not specifically address which law he is referring to, but Section 115.09 of the Santa Fe Springs Municipal Code provides 19-requirements to which a massage establishment must comply with at all times. Moreover, Section 115.12 provides 4-causes in which a license can be revoked or suspended; the Applicant's massage operation was found in violation of all four.
3. ***The decision by the agency was arbitrary, capricious, unreasonable and abuse of discretion.*** The commission, in an open quorum, evaluated the findings presented within the Staff report, and asked several questions to Staff and to the Applicant. Again, the evidence presented by staff of illicit activity at the Applicant's business coupled with the misrepresentations made by the Applicant at the public hearing should make clear that the Planning Commission's decision was not arbitrary, capricious, unreasonable and/or an abuse of discretion.

4. ***The agency's findings were not supported by the evidence.*** Mr. Biggs verbally acknowledged and concurred with Staff's findings that the employees were unlicensed massage technicians and operating without CAMTC certification. Mr. Biggs further stated that the people working during our inspection were unknown to him.
5. ***The agency admitted irrelevant and incompetent evidence.*** Staff provided the names of the massage staff working as unlicensed massage technicians and satisfactorily showed that none of them provided a valid CAMTC license. Mr. Biggs verbally acknowledged that he should have done a better job in screening these individuals.
6. ***The agency was bias and not impartial in making this decision.*** The Applicant did not make an argument of bias and/or impartiality at the Planning Commission public hearing nor has he provided any factual basis to support this claim. The standard for bias arising from personal or political views is ***a showing of actual bias.*** [*Haas v County of San Bernardino \(2002\) 27 C4th 1017*](#), 1029.
7. ***The agency proceeded without or in excess of jurisdiction; there was not a fair trial; and there was prejudicial abuse of discretion.*** The Applicant did not make an argument of bias and/or impartiality at the Planning Commission public hearing nor has he provided any factual basis to support this claim. Notwithstanding the foregoing, Section 155.710 of the Zoning Code grants authority to the Planning Commission to grant conditional use permits whenever it finds that the granting of a permit is consistent with the requirements, intent, and purpose of Chapter 155. Mr. Biggs applied for a discretionary permit subject to a public hearing; the Planning Commission acted in compliance with Government Code Section 65100 and 65101, and at no time did they conduct a trial or operate as a court of law.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning and Development Laws, and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

Legal notice of the Public Hearing for the proposed Conditional Use Permit was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on August 22, 2017, (a copy of this list is available upon request). The legal notice was also posted in Santa Fe Springs City Hall, the City Library and Town Center as required by the State Zoning and Development Laws and by the City's Zoning Regulations. A Notice was also published in the Whittier Daily Newspaper on August 25, 2017. To date, Staff has not received any inquiries regarding the proposal.

CITY COUNCIL CONSIDERATION

Section 155.866 of the City Code governs the processing of this appeal. It reads:

Upon receipt of an appeal from any Planning Commission determination, the City Council shall choose one of the following courses of action:

- (A) *Approve and ratify the action of the Planning Commission.*
- (B) *Refer the matter back to the Planning Commission with or without instructions for further proceedings.*
- (C) *Set the matter for hearing by itself. Notice of said hearing shall be given in accordance with the provisions of this subchapter for all matter which have previously been subject to a public hearing before the Planning Commission. If no public hearing has been previously held, the City Council shall give such notice as it deems appropriate. At such hearing, the City Council shall hear and decide the matter as if it were sitting as the Planning Commission, and shall make the same findings and consider the same criteria as required of the Planning Commission. The decision of the City Council shall be final.*

Staff provided a notice of public hearing in accordance with California Government Code Section 65090. As a result, the City Council may consider the evidence considered by the Planning Commission as well as additional evidence.

It is recommended that the City Council consider the subject appeal and take one of the actions listed in Section 155.866 of the City Code.

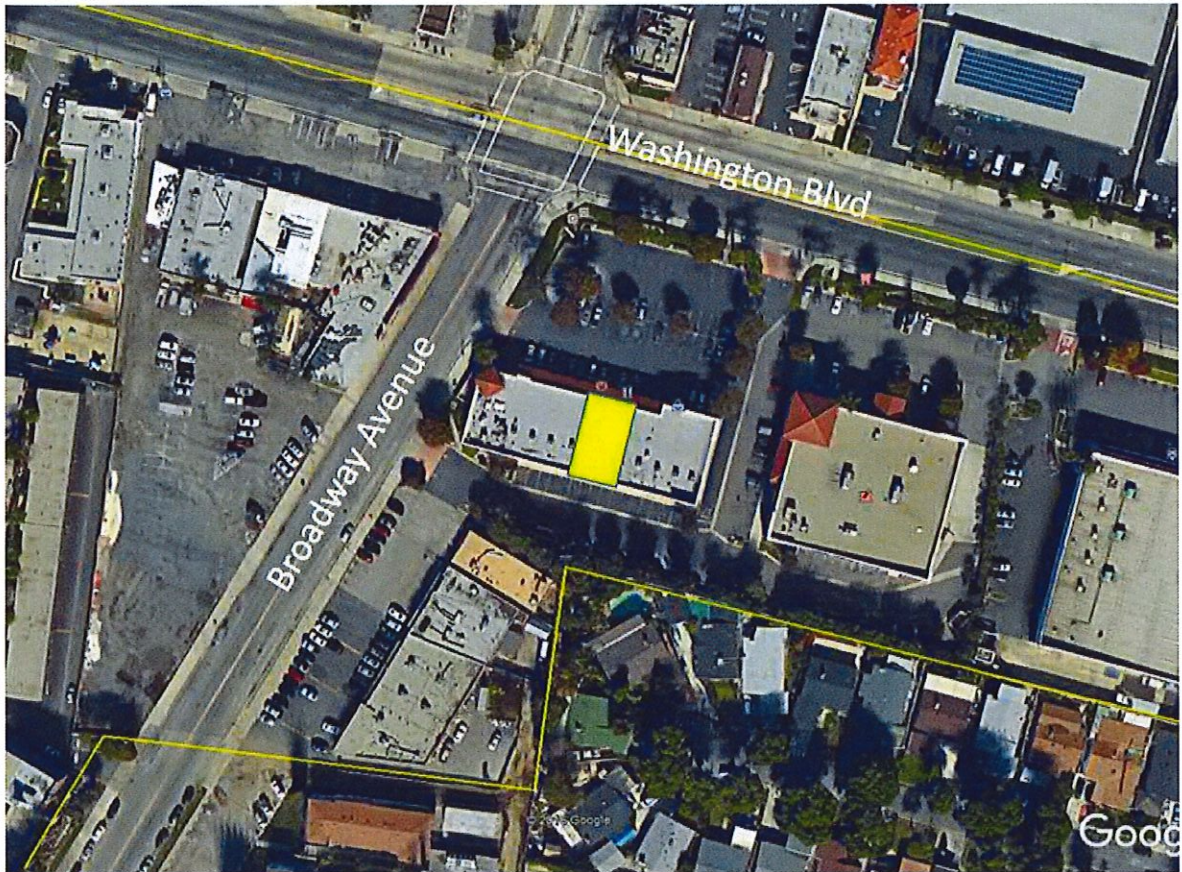


Don Powell
Interim City Manager

Attachments:

1. Vicinity Map
2. Exhibits
3. Appeal Letter
4. Staff Report to the Planning Commission
5. Resolution

Vicinity Map



Appeal of Conditional Use Permit Case No. 783
Mi Amor Massage
11416 Washington Boulevard



Front View of location



Rear view of location

Exhibit A Business License



Finance and Administrative Services

11710 Telegraph Rd.
Santa Fe Springs, CA 90670

562.868.0511 • FAX 562.868.7112 • www.santafesprings.org

MUST BE
RETURNED
IN PERSON

BUSINESS LICENSE APPLICATION-Business Operation Tax Certificate

Office Use Only:

Business License #: _____ Date Applied: _____ Received By: _____

This application is a public record pursuant to the California Public Records Act. In the event that the City receives a request for inspection or copying of this record, the City will comply, except that the City will not provide Social Security numbers and/or confidential financial records.

BUSINESS NAME/DBA M3 Amor Massage
(Please Print)
CORPORATE NAME _____
(If Applicable)
BUSINESS ADDRESS 11414 Washington Ave, Santa Fe Springs
MAILING ADDRESS 26447 Basswood Ave, Rancho Palos Verdes, CA 90275
(If different from business address)
BUSINESS PHONE 310-721-5256 ON-SITE CONTACT Garrett Biggs
E-MAIL ADDRESS biggs90275@gmail.com

BUSINESS DESCRIPTION (Describe in detail the activity of the proposed business)

provide Facial, foot massage & full body massage

Business Start Date at Address Listed Above: 4/1/2016

BUSINESS OWNER Garrett Biggs Alternate Phone No. 310-721-5256
(President Name if a Corporation/LLC)

BUSINESS OWNER _____
(2nd if applicable)

RESIDENCE ADDRESS 26447 Basswood Ave Rancho Palos Verdes 90275
(P.O. Box/Business Address is not valid-only one owner's information is needed)

OWNERSHIP TYPE ☐ Corporation ☐ LLC ☐ Partnership ☒ Sole Proprietor/Driver's License # 9586018
(Check One)

FEDERAL TAX ID# _____ SOCIAL SECURITY # 561-83-0220

SALES TAX # _____ STANDARD INDUSTRIAL CLASSIFICATION (SIC) # _____
(Sales Tax may apply to your business activities. You may seek advice regarding the application of tax to your particular business by contacting the State Board of Equalization)
(North American Industry Classification System (NAICS) # when applicable based on the activity of your business)

TRASH HAULER* ☐ Consolidated Disposal Service ☐ CR & R ☐ Serv-Wel Disposal Company *Businesses may only contract with one of the following authorized Solid Waste Contractors

The above information is true and correct to the best of my knowledge and belief. I am aware and understand that any false information may be grounds for revocation under Municipal Code Section 11.08

SIGNATURE: [Signature] Title: owner

PRINT NAME: Garrett Biggs Date: 2/22/2016

Before issuance of a Business License, approval must be obtained from the Department of Planning and Development to verify if the proposed use is permitted by the City Zoning Ordinance.

Office Use Only:

Planning and Development Approval by: [Signature] Date: 8/22/16

Zone: C-A Code Section: CAMTC All through must be CAMTC certified

Exhibit B
First Notice of Violation

CITY OF SANTA FE SPRINGS
DEPARTMENT OF POLICE SERVICES



NOTICE OF VIOLATION

The City of Santa Fe Springs, in a continuing effort to improve the image of the community, is seeking your cooperation in correcting the following violation(s):

- ☐ SFSMC 35.073 City Business License Required
- ☐ SFSMC 52.04 Illicit Disposal into Storm Drain
- ☐ SFSMC 72.05 Parking for Purposes of Washing, Greasing, and the like
- ☐ SFSMC 72.50 Parking on Unpaved Areas Prohibited
- ☐ SFSMC 90.15 Abandonment or Leaving of Vehicles in Excess of Five Days
- ☐ SFSMC 95.03(8) Deteriorated or Disrepair of Building, Fixtures, Etc
- ☐ SFSMC 95.03(9) Playground Equipment Visible from Public Right-of-Way
- ☐ SFSMC 95.03(12) Outdoor Placement of Merchandise or Products
- ☐ SFSMC 95.03(17) Overgrown Vegetation
- ☐ SFSMC 95.03(21) Trash Cans Visible from Public Right-of-Way
- ☐ SFSMC 95.03(23) Vehicles Exceeding the Vehicle Weight
- ☐ SFSMC 95.03(30) Causing, Maintaining or Permitting Graffiti
- ☐ SFSMC 155.518 Sign Permit Required
- ☐ SFSMC 155.549 Failure to Maintain Landscaping

☒ Other A REGULATORY PERMIT IS

CONDITIONAL USE PERMIT ARE
REQUIRED

We encourage you to correct the conditions on your property as follows:

CEASE ALL BUSINESS UNTIL
APPROVED PERMITS ARE OBTAINED

If the conditions on your property continue to exist during our next inspection an Administrative Citation may be issued. To avoid fines and penalties please correct the violations by: IMMEDIATELY

Address: 11416 WASHINGTON

Date issued: 10-17-16

COLLAZO #739
Issued By (562) 409-1850

Exhibit C
CAMTC Card for Ngoc Bich Chau

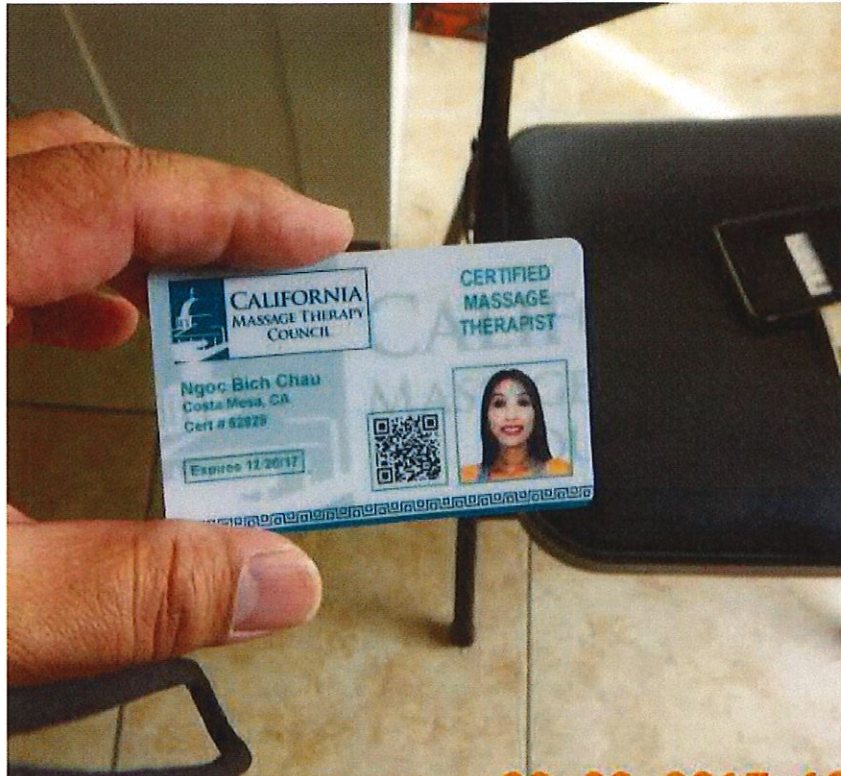


Exhibit D
One of two CAMTC Certificates on wall



Exhibit E
Second of two CAMTC Certificates on wall



Exhibit F
Massage room used by Taryn Calkum



Exhibit G

Second Notice of Violation

CITY OF SANTA FE SPRINGS DEPARTMENT OF POLICE SERVICES



NOTICE OF VIOLATION

The City of Santa Fe Springs, in a continuing effort to improve the image of the community, is seeking your cooperation in correcting the following violation(s):

- ☐ SFSMC 35.073 City Business License Required
- ☐ SFSMC 52.04 Illegal Disposal into Storm Drain
- ☐ SFSMC 72.05 Parking for Purposes of Washing, Greasing, and the like
- ☐ SFSMC 72.50 Parking on Unpaved Areas Prohibited
- ☐ SFSMC 90.15 Abandonment or Leaving of Vehicles in Excess of Five Days
- ☐ SFSMC 95.03(8) Deteriorated or Disrepair of Building, Fixtures, Etc.
- ☐ SFSMC 95.03(9) Playground Equipment Visible from Public Right-of-Way
- ☐ SFSMC 95.03(12) Outdoor Placement of Merchandise or Products
- ☐ SFSMC 95.03(17) Overgrown Vegetation
- ☐ SFSMC 95.03(21) Trash Cans Visible from Public Right-of-Way
- ☐ SFSMC 95.03(23) Vehicles Exceeding the Vehicle Weight
- ☐ SFSMC 95.03(30) Causing, Maintaining or Permitting Graffiti
- ☐ SFSMC 155.518 Sign Permit Required
- ☐ SFSMC 155.549 Failure to Maintain Landscaping

☒ Other 115.09(D) NO CASE W/

A VALID CAMC CERTIFICATE

We encourage you to correct the conditions on your property as follows:

CEASE ALL OPERATION UNTIL

A C.U.P. IS OBTAINED.

If the conditions on your property continue to exist during our next inspection an Administrative Citation may be issued. To avoid fines and penalties please correct the violations by: IMMEDIATELY

Address: 11416 WASHINGTON

Date Issued: 2.7.17

17-000054

COLLAZO #739
Issued By (662) 409-1650

Exhibit H
Letter to Mr. Biggs



11576 Telegraph Road CA 90670-9928 • (562) 409-1850 • Fax (562) 409-1854 • www.santafesprings.org

POLICE SERVICES CENTER

February 9, 2017

Garett Biggs
Mi Amor Massage
26447 Basswood Avenue
Rancho Palos Verdes, CA 90275

Subject: 11416 Washington Boulevard

On February 2, 2017, a joint inspection of the premises you occupy at 11416 Washington Boulevard was conducted by the Fire Department and Code Enforcement. The inspection revealed that the individuals named on the California Massage Therapy Council (CAMTC) certificates, hanging on the wall (Kati Silvana Dourron and Sumira Yang), did not belong to the working technician named Ngoc Bich Chau. Moreover, the personal CAMTC card provided to us by Ms. Chau came up invalid. Consequently, the business was operating in violation of our City Codes and the CAMTC regulations.

After our inspection, we requested that your receptionist contact you and make you aware that the massage business is to operate in full compliance with the City and State codes, and that we would conduct a follow-up inspection.

On February 7, 2017, the follow-up inspection revealed that two working technicians could not produce personal identification and/or proof that they maintain a valid CAMTC certificate. As a result, a Notice of Violation was issued requiring that the massage operation cease all massage activities immediately, and to close the business. A follow up review of our records also revealed that the tenant improvements to the location were conducted without Building Permits.

The privileges of occupying real property in the City carry responsibilities. Business operators must maintain their premises in compliance with the Santa Fe Springs Municipal Codes and all applicable laws at all times. To allow the massage business to re-open, you are to first obtain Building Permits for the improvement to the location, and obtain a valid Conditional Use Permit. Thereafter, all working massage technicians will be required to show proof that they have valid CAMTC certificates prior to initiating in any type of massage activities. Should you operate the premises without first obtaining both mentioned permits, the City will classify the premises as a danger to the public safety. Red-Tag the premises, and secure them with our own locks. Entry back into the premises will only be allowed when the property owner has contacted us to correct the violations.

Exhibit I Garret Biggs CAMTC Information

7/31/2017

California Massage Therapy Council



Search Again

Search



(1)

Name	Cert #	Certificate Type	Effective	Expires	City	Status
Garrett Biggs	63661	Certified Massage Therapist	01/22/2015	01/22/2017		Expired

Disclaimer

Please note that California Massage Therapy Council ("CAMTC") certificate holders may have the same or similar names and may also reside in the same city, so please be sure to use a full CAMTC certificate number when conducting a search to ensure that the information you are viewing is for the same person you are looking for.

All information provided by CAMTC on this web page, and on its other web pages and internet sites, is made available merely to provide immediate access for the convenience of interested persons. While CAMTC believes that the information listed here is reliable, human or mechanical error remains a possibility, as does delay in the posting or updating of information. Therefore, CAMTC makes no guarantee as to the accuracy, completeness, timeliness, currency, or correct sequencing of the information. Neither CAMTC, nor any of the sources of the information relied upon, shall be responsible for any errors or omissions, failure to post or update in a timely manner, or for the use or results obtained from the use of this information.

California Massage Therapy Council's mission is to protect the public by certifying massage professionals in California that meet the requirements in the law and approving massage programs that meet the minimum standards for training and curriculum.



Translate this site:

Select Language ▼

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Terms of Use and Privacy Notice. (/media/1311/website-camtc-terms-of-use.pdf)

**Exhibit J
Appeal Letter**

STANLEY D. BOWMAN
Attorney at Law
700 N. Pacific Coast Hwy., Suite 202A
Redondo Beach, California 90277
(310) 937-4529; Fax: (310) 937-4440
sdb@stanleybowman.com

RECEIVED
City Clerk's Office

JUL 20 2017

*City of
Santa Fe Springs*

July 19, 2017

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT Garrett Biggs appeals the cities decision for case No. 783 (11416 Washington Blvd., Whittier, CA) as follows:

The business owner had a valid business license issued by the city. The business owner was authorized by the city to operate without a CUP. Evidence of unlicensed personnel at the business owners place of business was insufficient to forever deny the business owner the right to operate a business in the city. Such a denial by the city was wrong for the following reasons:

The agency proceeded without, or in excess of its jurisdiction.

The agency erroneously decided a question of law that goes to its jurisdiction.

The decision by the agency was arbitrary, capricious, unreasonable and abuse of discretion.

The agency's findings were not supported by the evidence.

The agency admitted irrelevant and incompetent evidence.

The agency was bias and not impartial in making this decision.

The agency proceeded without or in excess of jurisdiction; there was not a fair trial; and there was prejudicial abuse of discretion.


Stanley D. Bowman
Attorney for Garrett Biggs

**City of Santa Fe Springs**

Planning Commission Meeting

July 10, 2017

PUBLIC HEARING**Conditional Use Permit Case No. 783**

Request to allow the operation and maintenance of a massage use at 11416 Washington Boulevard, in the Community Commercial (C4) Zone, and within the Washington Boulevard Redevelopment Project Area. (Garrett Biggs for Mi Amor Massage)

RECOMMENDATION:

That the Planning Commission take the following action:

- Open the Public Hearing and receive any comments from the public regarding Conditional Use Permit Case No. 783, and thereafter close the Public Hearing; and
- Find and determine that the proposed project is a categorically-exempt project pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA); consequently, no other environmental documents are required by law; and
- Deny the request for Conditional Use Permit Case No. 783 based on the findings within this report in accordance with Section 155.724 (E) of the Santa Fe Springs Zoning Code.

BACKGROUND AND FINDINGS

On August 22, 2016, Mr. Garret Biggs, the Applicant and owner of Mi Amor Massage, applied for and was granted a business license (Exhibit A) to maintain and operate a massage business at 11416 Washington Boulevard (it should be noted that the business license contains an error on the location. The business license shows the location as 11414 Washington Boulevard). During this time, Mr. Biggs represented to the Planning Department that he would be using masseuse(s) certified by the State of California, under the California Massage Therapy Council ("CAMTC"). Considering that the masseuses would operate under a CAMTC certification, in accordance with Chapter 115 of the City Code, a conditional use permit would not be required.

On October 17, 2016, code enforcement inspector Luis Collazo ("CEI Collazo") conducted a routine inspection of the operation to determine if the business had obtained a business license. Upon finding the door unlocked, CEI Collazo entered the premises and encountered a male individual who voluntarily identified himself as the receptionist; he claimed that they were open for business, that he was alone, and that a license masseuse was not at the facility (a violation of Section 115.09(C) and (D)). Considering that the business was open and operating without a licensed masseuse present on the site, CEI Collazo issued a Notice of Violation (Exhibit B), and instructed the receptionist to close the business and cease all operations until a valid CUP was obtained from the City. A few days later, Mr. Garrett Biggs appealed the closure of the

Report Submitted By: L. Collazo, Department of Police Services

Date of Report: June 23, 2017

ITEM NO. 6

business to the City Manager. Based on the appeal, it was decided to allow the use to continue to operate while Mr. Biggs applied for and obtained a valid CUP. Mr. Biggs was instructed to continue the operation, but within strict compliance of the CAMTC regulations.

On January 13, 2017, Fire Department Inspectors (Christa King and Tiffany Shedrick) attempted to conduct a routine inspection of the premises but found the business in an abandoned condition; only a male individual who identified himself as a customer was in the premises. Fire personnel immediately suspended their inspection. The inspection was later rescheduled, however, Fire personnel requested that Code Enforcement and Whittier Police Officers accompany them in the rescheduled inspection.

On February 2, 2017, the joint inspection was conducted by Fire Inspectors King and Shedrick, WPD Officer Brad White, and CEI Collazo. Upon entry to the lobby of the facility, City Staff immediately heard a door open to the rear of the premises. A male receptionist (identified as Jose Zaragoza) greeted the inspection group at the lobby of the establishment. City Staff introduced themselves and requested consent to conduct the Fire inspection. The receptionist voluntarily granted permission to conduct the inspection. While King and Shedrick conducted their inspection, Officer White and CEI Collazo made their way to the rear of the premises where they found the rear door of the establishment wide open. From inside of the premises standing within the rear door area, they witnessed a female (later identified as Ngoc Bich Chau) ("Ms. Chau") sitting in a parked vehicle directly behind the establishment wearing a black see-through lingerie teddy. Officer White and CEI Collazo approached the vehicle and conducted a voluntary interview of Ms. Chau. She identified herself as a masseuse for the establishment. After a few general questions, Ms. Chau requested to return to the establishment because she had left her two-phones inside of the establishment. Upon returning to the establishment, CEI Collazo requested to see her personal identification and her CAMTC card or certificate. Ms. Chau claimed that she did not have an identification or a driver's license, but presented a CAMTC card. CEI Collazo scanned the card and it came back as invalid (Exhibit C). The premises had two CAMTC certificates framed and displayed on the lobby wall (Exhibits D and E), neither of the certificates belonged to the female masseuse. It should be noted that Ms. Chau's attire, a black see-through lingerie teddy, is a direct violation of Section 115.09 (A). It should also be noted that a second female was in the premises inside one of the massage rooms. She identified herself as Taryn Leigh Calkum ("Ms. Calkum") and claimed that she was there waiting for another masseuse. Once the Fire inspectors concluded their inspection, all City personnel left the establishment. No action was taken on the findings or encounters.

In response to a call for service, on February 7, 2017, Whittier Police Detectives John Draper ("Officer Draper") and Jesse Benavente ("Officer Benavente"), and CEI Collazo conducted an unannounced inspection of the facility. Draper and Benavente waited to the rear of the establishment while CEI Collazo obtained consent to enter the premises

and conduct the inspection. Upon entering, CEI Collazo recognized the receptionist (Jose Zaragoza) from the previous inspection. CEI Collazo re-introduced himself and requested consent to perform a follow-up inspection. The receptionist granted the consent to enter, but mentioned that two of the rooms were currently occupied by masseuses and their respective customers. Immediately after that conversation with the receptionist, Ms. Calkum (female from the previous inspection) came out of one of the rooms along with her male customer. Ms. Calkum was dressed in a thong underwear and bra. The customer was fully dressed. CEI Collazo walked Ms. Calkum back to the massage room that she came out from and requested that she put on her clothes; Ms. Calkum's clothes were on the floor of the massage room. While walking back to the massage room, a second female, later identified as Jung Ho ("Ms. Ho"), came out of another massage room and ran to the rear of the premises where she exited the rear door of the establishment. As Ms. Ho attempted to flee out the backdoor wearing a lingerie teddy, she was met by Whittier Police Officers Draper and Benavente. After Ms. Calkum dressed, the massage room was photographed to show that there was no evidence of massage oils or other massage ointments normally used for massages. Ms. Calkum nevertheless stated that she had just completed a massage on the male individual that walked out. What was visible in the room were rolls of paper towels and soiled towels (Exhibit F). Ms. Calkum was walked back to the rear area of the facility where she provided a voluntary interview to Officer Benavente. During the interview Officer Benavente noticed that Ms. Calkum was holding a tissue. When she was questioned about the tissue, Ms. Calkum opened her hand and exposed that the tissue contained an unraveled condom. While Officer Benavente was interviewing Calkum, Officer Draper interviewed Ms. Ho, who had attempted to flee through the backdoor of the establishment upon Collazo's entry as indicated above. During Ms. Ho's exit she was wearing a lingerie-teddy outfit, however, she either removed it while running out, or it came off of her. Officers' Draper and Benavente both found Ms. Ho exiting the establishment covering her exposed breasts with her hands and arms. Ms. Ho was escorted back into the establishment and told to dress in her street clothes. Officer Draper attempted to interview Ms. Ho, but there was a language barrier and Officer Draper was unable to continue; Ms. Ho's primary language is Vietnamese. CEI Collazo requested CAMTC cards or certificates from Mr. Calkum and Ms. Ho. Neither was able to produce a CAMTC card/certificate or personal identification.

Because neither of the females who were operating as a masseuse could provide a CAMTC card or certificate, and because of their attire, it was determined that the massage activities were operating in violation of the City's Codes and the California Massage Therapy Council. Collazo issued a Notice of Violation (Exhibit G) and instructed the receptionist to cease all further operation until a valid Conditional Use Permit was obtained.

Upon returning to the Police Services Center, Mr. Biggs, the owner of the establishment, was waiting for Collazo. Collazo explained to Mr. Biggs that the business was ordered to cease operation because none of his employees could

produce a CAMTC certification, and that the certificates on the wall did not belong to any of the employees at the premises. This finding was a violation of the State laws and the City Codes, additionally, this was a breach of the condition imposed by the City Manager. Mr. Biggs was instructed to cease all further operation of the establishment until a valid CUP was obtained.

A further inquiry of the premises revealed that Mr. Biggs did or cause to be done interior construction of the premises without a Building Permit. A letter dated February 9, 2017 (Exhibit H), was mailed to Mr. Biggs explaining the findings.

STREETS AND HIGHWAYS

The subject site is located within a strip mall on the southeast corner of Washington Boulevard and Broadway Avenue. Both main access roads, Washington Boulevard and Broadway Avenue, are classified as Major Highways within the Circulation Element of the City's General Plan.

ZONING AND LAND USE

The subject massage establishment is part of strip mall which is zoned Community Commercial (C4), and fronts on Washington Boulevard and Broadway Avenue, with a general plan land use designation of "Commercial." The Zoning, General Plan, and Land Use of the surrounding properties are as follows:

Surrounding Zoning, General Plan Designation			
Direction	Zoning District	General Plan	Land Use
North	Commercial	NA	Commercial Uses in the Los Angeles County Unincorporated area.
South	Residential	Residential	Residential single-family dwellings in the Los Angeles County Unincorporated area.
East	C-4	Commercial	Pep Boys Auto Parts
West	C-4	Commercial	Chris and Pitts Restaurant and service type retail establishments.

ENVIRONMENTAL DOCUMENTS

Staff finds and determines that because the building to which the Applicant is occupying was previously built, this proposed project (use) is a categorically-exempt project pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA); consequently, no other environmental documents are required by law.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning and Development Laws, and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

Report Submitted By: L. Collazo, Department of Police Services

Date of Report: June 23, 2017

Report Submitted By: Luis Collazo
Code Enforcement Inspector

Date of Report: September 6, 2017

Legal notice of the Public Hearing for the proposed Conditional Use Permit was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on June 29, 2017, (a copy of this list is available upon request). The legal notice was also posted in Santa Fe Springs City Hall, the City Library and Town Center as required by the State Zoning and Development Laws and by the City's Zoning Regulations. A Notice was also published in the Whittier Daily Newspaper on June 30, 2017. To date, Staff has not received any inquiries regarding the proposal.

ZONING ORDINANCE REQUIREMENTS

The subject property is located in the Community Commercial (C-4) Zone and within the Washington Redevelopment Project Area. Section 155.153 (KK) of the Santa Fe Springs Municipal Code lists Massage parlors and similar uses, as defined in Section 155.003 of Chapter 155 as a conditional use activity within the Community Commercial (C-4) Zone. Additionally, applications for a massage establishment must comply with Chapter 115 of the Santa Fe Springs Municipal Code.

STAFF COMMENTS

It should be noted that the business continues to remain closed, and that tenant improvement permits from the Building Department have not been obtained. The Applicant has submitted construction plans to the Building Department for plan check.

Based on the above facts, the Applicant was found to be in violation of several provisions of the City of Santa Fe Springs Municipal Code including but not limited to Sections 115.04, 115.09(A), (C), (D), (O), & (Q), 115.30, 115.31, and 155.724(E) that serve as a basis for denial. These municipal code provisions and facts in support of denial are set are as follows:

SECTION 115.04 COMPLIANCE WITH LICENSE. Section 115.04 requires a license to any person to commence, engage in, or carry on massage establishment without first having obtained a license/operator's permit from the City of Santa Fe Springs.

On or about October 20, 2016, the City Manager ordered the business owner, Garrett Biggs, to obtain a conditional use permit to operate Mi Amor Massage. However, prior to obtaining a conditional use permit, the operator must obtain a license/operator's permit. Between October 2016 and February 2017, the Applicant failed to comply with the City Manager's decision and operated without a license/operator's permit as required by Section 115.04.

SECTION 115.09(A) CONDUCT OF BUSINESS. Section 115.09(A) requires all employees and massage technicians to wear garments that provide a complete covering, by fully-opaque material, of the genitals, genital area, buttocks and female breasts of such employees, massage technicians and attendants.

On or about February 2nd, 2017 and February 17th, 2017, massage technicians Chau, Calkum and Ho were observed during inspections by CEI Collazo, Officers White, Draper and Benavente dressed in lingerie, bikini thongs and/or completely undressed while working at the premises.

SECTION 115.09(C) CONDUCT OF BUSINESS. Section 115.09(C) requires supervision by the operator or manager of the business at all times.

On or about February 2nd, 2017 and February 17th, 2017, during inspections by CEI Collazo, and Officers White, Draper and Benavente, the owner and/or supervisor failed to properly supervise massage technicians working at the premises.

SECTION 115.09(D) CONDUCT OF BUSINESS. Section 115.09(D) requires each massage establishment to have at least one person who has a valid massage technician's license on the premises at all times while the establishment is open for business.

On or about October 17th, 2016, January 13th, 2017, February 2nd & 17th, 2017, during inspections by CEI Collazo and/or Officers White, Draper and Benavente, Mi Amor Massage failed to maintain a massage technician on the premises with a valid CAMTC permit.

SECTION 115.09(O) CONDUCT OF BUSINESS. Section 115.09(O) requires each massage establishment to display in an open and conspicuous manner on the business premises the license issued therefor and a true and correct copy of the license of each and every massage technician employed therein, and shall provide to every patron who so requests the information contained in such licenses.

On or about February 2nd & 17th, 2017 Mi Amor Massage failed to display a valid massage technician license for Chau, Calkum and/or Ho.

SECTION 115.09(Q) CONDUCT OF BUSINESS. Section 115.09(Q) prohibits the knowingly cause, allow or license any agent, employee, or any other person under his control or supervision to perform acts prohibited by state or local laws or ordinances. **KNOWINGLY** includes both actual and constructive knowledge.

On or about February 2nd & 17th, 2017, the owner and/or supervisor allowed massage technicians working at the premises to perform acts prohibited by state or local laws.

SECTION 115.31 LICENSE REQUIRED. Section 115.31 requires any massage technician to obtain a massage technician license/permit as required by § 115.03.

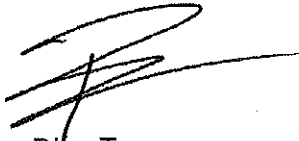
Massage technicians Chau, Calkum and Ho, while working as massage technicians for Mi Amor Massage failed to obtain a massage technician license as required by

Section 115.31.

SECTION 155.724(E) CONDITIONAL USE PERMIT FOR MASSAGE PARLORS AND SIMILAR USES. Section 155.724(E) provides that the Planning Commission and City Council shall deny an application made pursuant to division (B) if it is found that, based on the investigation conducted pursuant to division (D), there is substantial doubt regarding the Applicant's likelihood of complying with such conditions as may be imposed in a conditional use permit."

Based on the findings during the inspections, and noted within this report, Staff believes that the owner of the massage establishment has no intention of operating this establishment in compliance with the City's laws, and with the State's CATMC regulations. While inspectors and/or officers did not witness any illegal activities, Staff believes that it is without a doubt that the females found in the premises, based wholly on their attire, were either involved or about to engage in illegal sexual activities. Staff from the Fire and Rescue Department and the Police Service Department will be prepared to provide verbal testimonials of their observations during the listed inspections.

Based on the foregoing, staff is recommending denial of the Conditional Use Permit request by the Applicant, as a result of the findings listed within this report.

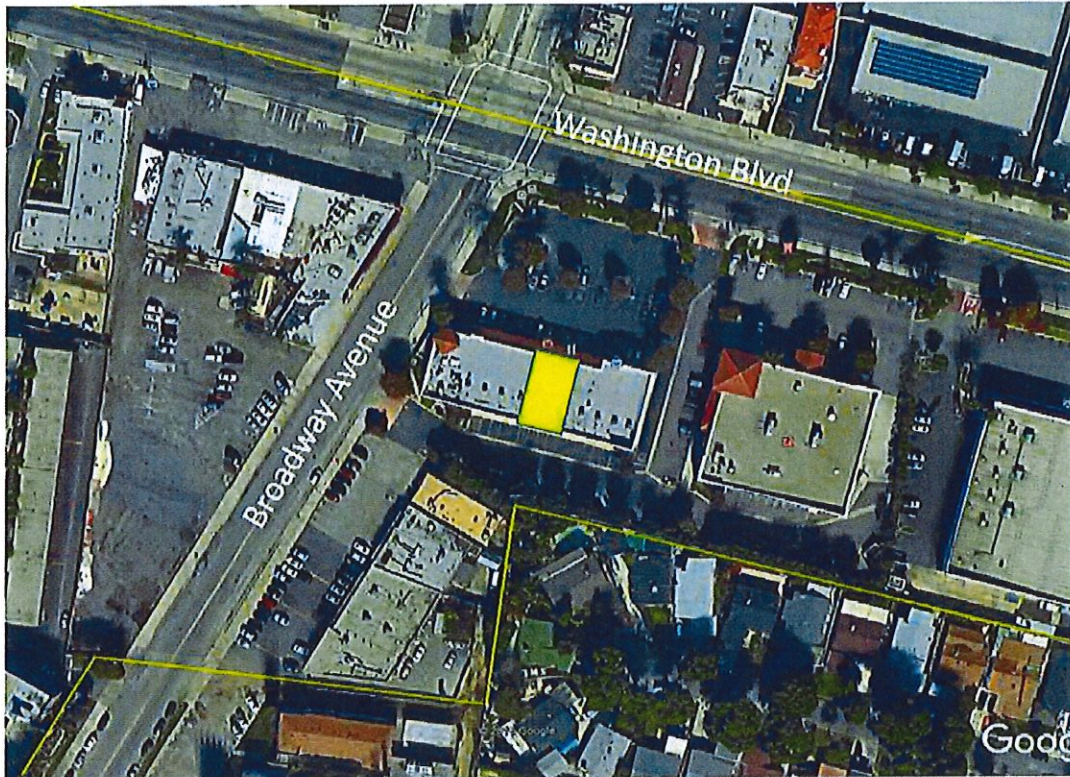


Dino Torres
Director of Police Services

Attachments:

1. Vicinity Map
2. Location Pictures
3. Exhibits

Vicinity Map



Conditional Use Permit Case No. 782
Mi Amor Massage
11416 Washington Boulevard

Report Submitted By: L. Collazo, Department of Police Services

Date of Report: June 23, 2017

Report Submitted By: Luis Collazo
Code Enforcement Inspector

Date of Report: September 6, 2017



Front view of location



Rear view of location

Report Submitted By: L. Collazo, Department of Police Services

Date of Report: June 23, 2017

Report Submitted By: Luis Collazo
Code Enforcement Inspector

Date of Report: September 6, 2017

Exhibit A

CITY OF SANTA FE SPRINGS
Finance and Administrative Services
11710 Telegraph Rd.
Santa Fe Springs, CA 90670
562.868.0511 • FAX 562.868.7112 • www.santafesprings.org

MUST BE RETURNED IN PERSON

BUSINESS LICENSE APPLICATION-Business Operation Tax Certificate

Office Use Only:
Business License #: _____ Date Applied: _____ Received By: _____

This application is a public record pursuant to the California Public Records Act. While even the City receives a request for inspection or copying of this record, the City will comply, except that the City will not provide Social Security numbers and/or confidential financial records.

BUSINESS NAME/DBA MJ Amor Massage
(Please Print)
CORPORATE NAME _____
(If Applicable)
BUSINESS ADDRESS 11414 Washington Ave, Santa Fe Springs
MAILING ADDRESS 26447 Basswood Ave, Rancho Palos Verdes CA 90275
(If different from business address)
BUSINESS PHONE 310-721-5756 **ON-SITE CONTACT** Garnett Biggs
E-MAIL ADDRESS biggs90275@gmail.com

BUSINESS DESCRIPTION (Describe in detail the activity of the proposed business)
Provide Facial, foot massage & full body massage
Business Start Date at Address Listed Above: 4/1/2016

BUSINESS OWNER Garnett Biggs **Alternate Phone No.** 310-721-5756
(President Name if a Corporation/LLC)
BUSINESS OWNER _____
(2nd if applicable)
RESIDENCE ADDRESS 26447 Basswood Ave Rancho Palos Verdes 90275
(P.O. Box/Business Address is not valid only our owner's information is used)
OWNERSHIP TYPE ☐ Corporation ☐ LLC ☐ Partnership ☒ Sole Proprietor/Driver's License # 5586018
(Check One)
FEDERAL TAX ID# _____ **SOCIAL SECURITY #** 561-83-0220

SALES TAX # _____ **STANDARD INDUSTRIAL CLASSIFICATION (SIC) #** _____
(Sales Tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by contacting the State Board of Equalization) (North American Industry Classification System (NAICS) # who acceptable based on the activity of your business)
TRASH HAULER* ☐ Consolidated Disposal Service ☐ CR & R ☐ Serv-Well Disposal Company *Businesses may only contract with one of the following authorized Solid Waste Contractors

The above information is true and correct to the best of my knowledge and belief. I am aware and understand that any false information may be grounds for revocations under Municipal Code Section 11.68

SIGNATURE: Garnett Biggs **Title:** owner
PRINT NAME: Garnett Biggs **Date:** 2/22/2016

Before issuance of a business license, applicant must be advised from the Department of Planning and Development to verify if the proposed use is permitted by the City Zoning Ordinance.
Office Use Only:
Planning and Development Approval by: Pawm. S. **Date:** 8/22/16
Zone: C-A **Code Section:** CAMTC **Notes:** All through must be CAMTC certified

Report Submitted By: L. Collazo, Department of Police Services

Date of Report: June 23, 2017

Report Submitted By: Luis Collazo
Code Enforcement Inspector

Date of Report: September 6, 2017

Exhibit B

CITY OF SANTA FE SPRINGS
DEPARTMENT OF POLICE SERVICES

NOTICE OF VIOLATION

The City of Santa Fe Springs, in a continuing effort to improve the image of the community, is seeking your cooperation in correcting the following violation(s):

- ☐ SFSMC 35.073 City Business License Required
- ☐ SFSMC 52.04 illicit Disposal into Storm Drain
- ☐ SFSMC 72.05 Parking for Purposes of Washing, Greasing, and the like
- ☐ SFSMC 72.30 Parking on Unpaved Areas Prohibited
- ☐ SFSMC 80.15 Abandonment or Leaving of Vehicles in Excess of Five Days
- ☐ SFSMC 95.03(6) Deteriorated or Disrepair of Building, Fixtures, Etc.
- ☐ SFSMC 95.03(9) Playground Equipment Visible from Public Right-of-Way
- ☐ SFSMC 95.03(12) Outdoor Placement of Merchandise or Products
- ☐ SFSMC 95.03(17) Overgrown Vegetation
- ☐ SFSMC 95.03(21) Trash Cans Visible from Public Right-of-Way
- ☐ SFSMC 95.03(23) Vehicles Exceeding the Vehicle Weight
- ☐ SFSMC 95.03(30) Causing, Maintaining or Permitted Graffiti
- ☐ SFSMC 155.518 Sign Permit Required
- ☐ SFSMC 168.549 Failure to Maintain Landscaping
- ☒ Other A REGULATORY PERMIT IS

CONDITIONAL USE PERMIT ARE
REQUIRED.

We encourage you to correct the conditions on your property as follows:

CEASE ALL BUSINESS UNTIL
APPROVED PERMITS ARE OBTAINED

If the conditions on your property continue to exist during our next inspection an Administrative Citation may be issued. To avoid fines and penalties please correct the violations by: IMMEDIATELY

Address: 11416 WASHINGTON

Date issued: 10-17-16

COLLAZO #739
Issued By (502) 409-1850

Report Submitted By: L. Collazo, Department of Police Services

Date of Report: June 23, 2017

Report Submitted By: Luis Collazo
Code Enforcement Inspector

Date of Report: September 6, 2017

Exhibit C



Report Submitted By: L. Collazo, Department of Police Services

Date of Report: June 23, 2017

Report Submitted By: Luis Collazo
Code Enforcement Inspector

Date of Report: September 6, 2017

Exhibit D



Report Submitted By: L. Collazo, Department of Police Services

Date of Report: June 23, 2017

Report Submitted By: Luis Collazo
Code Enforcement Inspector

Date of Report: September 6, 2017

Exhibit E



Report Submitted By: L. Collazo, Department of Police Services

Date of Report: June 23, 2017

Report Submitted By: Luis Collazo
Code Enforcement Inspector

Date of Report: September 6, 2017

Exhibit F



Report Submitted By: L. Collazo, Department of Police Services

Date of Report: June 23, 2017

Report Submitted By: Luis Collazo
Code Enforcement Inspector

Date of Report: September 6, 2017

Exhibit G

CITY OF SANTA FE SPRINGS
DEPARTMENT OF POLICE SERVICES

NOTICE OF VIOLATION

The City of Santa Fe Springs, in a continuing effort to improve the image of the community, is seeking your cooperation in correcting the following violation(s):

- ☐ SFSMC 35.073 City Business License Required
- ☐ SFSMC 52.04 Illicit Disposal Into Storm Drain
- ☐ SFSMC 72.05 Parking for Purposes of Washing, Greasing, and the like
- ☐ SFSMC 72.52 Parking on Unpaved Areas Prohibited
- ☐ SFSMC 90.15 Abandonment or Leaving of Vehicles in Excess of Five Days
- ☐ SFSMC 05.03(0) Deteriorated or Disrepair of Building, Fixtures, Etc.
- ☐ SFSMC 05.03(0) Playground Equipment Visible from Public Right-of-Way
- ☐ SFSMC 05.03(12) Outdoor Placement of Merchandise or Products
- ☐ SFSMC 05.03(17) Overgrown Vegetation
- ☐ SFSMC 05.03(21) Trash Cans Visible from Public Right-of-Way
- ☐ SFSMC 05.03(23) Vehicles Exceeding the Vehicle Weight
- ☐ SFSMC 05.03(30) Causing, Maintaining or Permitting Graffiti
- ☐ SFSMC 155.510 Sign Permit Required
- ☐ SFSMC 155.540 Failure to Maintain Landscaping

☒ Other 115.09(1) No Case w/
A VALID CAMTE CERTIFICATE

We encourage you to correct the conditions on your property as follows:

CEASE ALL OPERATION UNTIL
A C.U.P. IS OBTAINED.

If the conditions on your property continue to exist during our next inspection an Administrative Citation may be issued. To avoid fines and penalties please correct the violations by IMMEDIATELY

Address: 11416 WASHINGTON
Date Issued: 2-7-17

17-000054

COLLAZO #739
Issued By (562) 400-1650

Report Submitted By: L. Collazo, Department of Police Services

Date of Report: June 23, 2017

Report Submitted By: Luis Collazo
Code Enforcement Inspector

Date of Report: September 6, 2017

Exhibit H



11576 Telegraph Road · CA · 90670-9920 · (562) 409-1050 · Fax (562) 409-1054 · www.santafesprings.org

February 9, 2017

Garrett Biggs
Mi Amor Massage
26447 Basswood Avenue
Rancho Palos Verdes, CA 90276

Subject: 11416 Washington Boulevard

On February 2, 2017, a joint inspection of the premises you occupy at 11416 Washington Boulevard was conducted by the Fire Department and Code Enforcement. The inspection revealed that the individuals named on the California Massage Therapy Council (CAMTC) certificates, hanging on the wall (Kali Silvana Dourron and Sumira Yang), did not belong to the working technician named Ngoc Bich Chau. Moreover, the personal CAMTC card provided to us by Ms. Chau came up invalid. Consequently, the business was operating in violation of our City Codes and the CAMTC regulations.

After our inspection, we requested that your receptionist contact you and make you aware that the massage business is to operate in full compliance with the City and State codes, and that we would conduct a follow-up inspection.

On February 7, 2017, the follow-up inspection revealed that two working technicians could not produce personal identification and/or proof that they maintain a valid CAMTC certificate. As a result, a Notice of Violation was issued requiring that the massage operation cease all massage activities immediately, and to close the business. A follow up review of our records also revealed that the tenant improvements to the location were conducted without Building Permits.

The privileges of occupying real property in the City carry responsibilities. Business operators must maintain their premises in compliance with the Santa Fe Springs Municipal Codes and all applicable laws at all times. To allow the massage business to re-open, you are to first obtain Building Permits for the improvement to the location, and obtain a valid Conditional Use Permit. Thereafter, all working massage technicians will be required to show proof that they have valid CAMTC certificates prior to initialing in any type of massage activities. Should you operate the premises without first obtaining both mentioned permits, the City will classify the premises as a danger to the public safety, Red-Tag the premises, and secure them with our own locks. Entry back into the premises will only be allowed when the property owner has contacted us to correct the violations.

You may contact me at (562) 409-1050, ext. 3320, if you have any questions concerning this matter.


Luis Collazo
Code Enforcement
Department of Police Services

cc: Dino Torres, Director of Police Services
Marigalia Matson, Assistant to the Director of Police Services

Report Submitted By: L. Collazo, Department of Police Services

Date of Report: June 23, 2017

Report Submitted By: Luis Collazo
Code Enforcement Inspector

Date of Report: September 6, 2017

RESOLUTION NO. 9558

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS UPHOLDING THE PLANNING COMMISSION'S DECISION TO DENY A CONDITIONAL USE PERMIT (CUP CASE NO. 783) TO OPERATE A MASSAGE ESTABLISHMENT "MI AMOR" AT THE PROPERTY LOCATED AT 11416 WASHINGTON BOULEVARD, SANTA FE SPRINGS, CA

WHEREAS, on or about June 26, 2017 the Applicant Garrett Biggs ("Biggs"), filed an application for a conditional use permit to operate a massage establishment, *Mi Amor*, at the property located at 11416 Washington Boulevard, Santa Fe Springs, CA in the Community Commercial (C-4) Zone, and within the Washington Redevelopment Project Area;

WHEREAS, on or about July 10, 2017, the Santa Fe Springs Planning Commission, after receiving all evidence in the matter, denied Biggs application for a conditional use permit;

WHEREAS, on or about July 19, 2017, the Biggs, through his attorney, filed an appeal with the Santa Fe Springs City Clerk's office of the Planning Commission's decision;

WHEREAS, on or about August 25, 2017, the City of Santa Fe Springs published a notice of public hearing for the City Council's consideration of Biggs' appeal of the Planning Commission's decision in accordance with Sections 65090 and 65091 of the California Government Code and Sections 155.860 through 155.864 of the City's Municipal Code;

WHEREAS, a city may grant a CUP if the proposed use is desirable for the public convenience and is not detrimental to the public welfare. *Tustin Heights Ass'n v Board of Supervisors*, (1959) 170 Cal. App. 2d 619, 626; Santa Fe Springs Code of Ordinances Section 155.716;

WHEREAS, under Section 155.724(D) of the Santa Fe Springs Code of Ordinances, the City shall conduct a background investigation of any person(s) seeking a conditional use permit pursuant to division (B), to determine whether such person(s), in his personal conduct or in the conduct of businesses at the subject premises or other locations, has demonstrated an unwillingness or inability to comply with applicable laws or regulations;

WHEREAS, under Section 155.724(E), the City Council shall deny an application, if it is found that, based on the investigation conducted, there is substantial doubt regarding the applicant's likelihood of complying with such conditions as may be imposed in a conditional use permit.

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

Section 1. The City Council hereby finds that the foregoing recitals are true and correct.

Section 2. Appeal Procedure. In accordance with Section 155.866 of the City Code, upon receipt of an appeal from any Planning Commission determination, the City Council shall choose one of the following courses of action:

- (A) Approve and ratify the action of the Planning Commission;
- (B) Refer the matter back to the Planning Commission with or without instructions for further proceedings;
- (C) Set the matter for hearing by itself. Notice of said hearing shall be given in accordance with the provisions of this subchapter for all matter which have previously been subject to a public hearing before the Planning Commission. If no public hearing has been previously held, the City Council shall give such notice as it deems appropriate. At such hearing, the City Council shall hear and decide the matter as if it were sitting as the Planning Commission.

Section 3. Notice of Public Hearing. In accordance with Sections 65090 and 65091 of the California Government Code and Sections 155.860 through 155.864 of the City's Municipal Code, legal notice of the public hearing for Conditional Use Permit No. 7083 was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on August 22, 2017, (a copy of this list is available upon request). The legal notice was also posted in Santa Fe Springs City Hall, the City Library and Town Center as required by the State Zoning and Development Laws and by the City's Zoning Regulations. A Notice was also published in the Whittier Daily Newspaper on August 25, 2017.

Section 4. Findings. Based upon substantial evidence in the record and in accordance with California law including, but not limited to, *Tustin Heights Ass'n v Board of Supervisors*, (1959) 170 Cal. App. 2d 619, 626; and Santa Fe Springs Code of Ordinances Sections 155.716, 155.724(D) and 155.724(E), the City Council hereby upholds the Planning Commission's decision denying Conditional Use Permit Case No. 783 in that:

- A. On or about February 2, 2017, during an inspection conducted by Santa Fe Springs Fire Inspectors King and Shedrick, Whittier Police Department Officer Brad

White, and Code Enforcement Inspector Collazo, Officer White and Collazo uncovered evidence of illegal activity including a “masseuse” who had exited the rear of the premises wearing a black see-through lingerie teddy;

- B. On or about February 7, 2017, during an inspection of Mi Amor conducted by Whittier Police Detectives John Draper and Jesse Benavente and Code Enforcement Inspector Collazo, the officers obtained evidence of illegal sexual activity including a “masseuse” found dressed in a thong underwear and brazier while another “masseuse” was found in a lingerie-teddy attempting to flee the premises through the back door;
- C. During all of the inspections referenced in the staff report and supporting evidence, none of the “masseuses” carried a valid permit to perform massage in the City of Santa Fe Springs;
- D. During the public hearing held on or about July 10, 2017, the Applicant, Garrett Biggs, made a number of representations to the Planning Commission in support of his request for a conditional use permit that were not supported by the evidence;
- E. The Applicant, Biggs did or cause to be done interior construction of the premises without building permit as required by the Santa Fe Springs Municipal Code;
- F. Any other evidence presented at the hearing and/or that the City Council determined is appropriate for its decision.

Section 5. Additional Findings. The City Council further finds that the Applicant’s appeal of the Planning Commission’s decision do not provide sufficient facts or evidence to support the argument that the Planning Commission’s decision should be overturned. Moreover, the City Council finds that the following responses to the Applicant’s argument further support the City Council’s decision to uphold the Planning Commission’s denial of CUP No. 7083:

1. ***The agency proceeded without, or in excess of its jurisdiction.*** Section 155.710 of the Zoning Code grants authority to the Planning Commission to grant conditional use permits whenever it finds that the granting of a permit is consistent with the requirements, intent and purpose of Chapter 155. The evidence presented by staff of illicit activity at the applicant’s business coupled with the misrepresentations made by the applicant at the public hearing support the Planning Commission’s decision.
2. ***The agency erroneously decided a question of law that goes to its jurisdiction.*** The Applicant does not specifically address which law he is referring to, but Section 115.09 of the Santa Fe Springs Municipal Code provides 19-requirements to which a massage establishment must comply with at all times. Moreover, Section 115.12 provides 4-causes in which a license can be revoked or suspended; the Applicant’s massage operation was found in violation of all four.

3. ***The decision by the agency was arbitrary, capricious, unreasonable and abuse of discretion.*** The commission, in an open quorum, evaluated the findings presented within the Staff report, and asked several questions to Staff and to the Applicant. Again, the evidence presented by staff of illicit activity at the applicant's business coupled with the misrepresentations made by the applicant at the public hearing should make clear that the Planning Commission's decision was not arbitrary, capricious, unreasonable and/or an abuse of discretion.
4. ***The agency's findings were not supported by the evidence.*** Mr. Biggs verbally acknowledged and concurred with Staff's findings that the employees were unlicensed massage technicians and operating without CAMTC certification. Mr. Biggs further stated that the people working during our inspection were unknown to him.
5. ***The agency admitted irrelevant and incompetent evidence.*** Staff provided the names of the massage staff working as unlicensed massage technicians and satisfactorily showed that none of them provided a valid CAMTC license. Mr. Biggs verbally acknowledged that he should have done a better job in screening these individuals.
6. ***The agency was bias and not impartial in making this decision.*** The Applicant did not make an argument of bias and/or impartiality at the Planning Commission public hearing nor has he provided any factual basis to support this claim. The standard for bias arising from personal or political views is ***a showing of actual bias***. *Haas v County of San Bernardino* (2002) 27 C4th 1017, 1029.
7. ***The agency proceeded without or in excess of jurisdiction; there was not a fair trial; and there was prejudicial abuse of discretion.*** The Applicant did not make an argument of bias and/or impartiality at the Planning Commission public hearing nor has he provided any factual basis to support this claim. Notwithstanding the foregoing, Section 155.710 of the Zoning Code grants authority to the Planning Commission to grant conditional use permits whenever it finds that the granting of a permit is consistent with the requirements, intent, and purpose of Chapter 155. Mr. Biggs applied for a discretionary permit subject to a public hearing; the Planning Commission acted in compliance with Government Code Section 65100 and 65101, and at no time did they conduct a trial or operate as a court of law.

Section 6. If any section, subsection, sentence, clause, or phrase of this resolution and/or the documents in support of this resolution is/are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution.

Section 7. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 12th day of September, 2017.

William Rounds, Mayor

Attest:

Janet Martinez, City Clerk



PUBLIC HEARING-ORDINANCE FOR INTRODUCTION

Ordinance No. 1089: An Ordinance of the City Council of the City of Santa Fe Springs, California, Amending Santa Fe Springs Municipal Code, Chapter 15 (Land Use), Title 155 (Zoning), Section 155.003 (Definitions), Section 155.481 (Require Parking), and Section 155.637 (Mini-warehouses) of the City Zoning Regulations.

RECOMMENDATIONS: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1089, and thereafter close the Public Hearing; and
- Waive further reading and introduce Ordinance No. 1089.

BACKGROUND/DESCRIPTION

The proposed Zoning Text Amendment was submitted by applicant Simply Self Storage. Simply Self Storage is one of the largest privately owned self-storage management company in the United States. As part of the proposed Zoning Text Amendment the applicant, Simply Self Storage, is seeking to amend the City's Zoning Regulations to allow for mini-warehouses to be (1) located on property adjoining a major or secondary highway, or a street adjoining a freeway; (2) within parcel larger than two acres; and (3) within 1,000 feet of a residential zone, commercial zone, school or park.

Prior to 1974, "mini-warehouses" was not defined in the City's Zoning Regulations. On July, 1974 the City Council adopted an interim ordinance, Ordinance No. 461, which temporarily prohibited the construction of mini-warehouse facilities; and directed staff to initiate an amendment to the Zoning Regulation which would require Conditional Use Permit approval prior to construction of a mini-warehouse within the M-1 and M-2 zone, and that site development standards be developed for these facilities.

On October, 1974 the City Council adopted Ordinance No. 468 which amended the text of the Zoning Regulations regarding mini-warehouse facilities. Adopted changes include the following: (1) new definition of mini-warehouse to distinguish the difference between regular warehouse and mini-warehouse use; (2) require Conditional Use Permit approval prior to establishment of a mini-warehouse within M-1 and M-2 zone; and (3) special provisions, § 155.637 (B), that restrict the size, location, and function of a mini-warehouse.

§ 155.637 MINI-WAREHOUSES.

(B) In addition to any other conditions which may be imposed on the granting of such conditional use permit, the following conditions shall apply:

- (1) Mini-warehouses shall not occupy frontage on a freeway, major or secondary highway.
- (2) Mini-warehouses shall not be located within 1,000 feet of a residential zone, commercial zone, school or park.
- (3) Mini-warehouses shall not exceed two acres in size.
- (4) The exterior walls of all mini-warehouses shall be constructed of masonry or concrete.
- (5) Setbacks and landscaping greater than that required by other provisions of this chapter may be required if deemed necessary by the Planning Commission to make such facilities compatible with existing or prospective developments in the area.
- (6) No part of the facility shall be converted to other usage unless and until proper approval has been given by the Planning Commission and by the City Council.
- (7) There shall be no outdoor storage unless it is completely screened from view from adjoining streets or adjoining properties.
- (8) Plans shall meet the requirements of the Fire Department as to adequate fire protection.
- (9) There shall be no uses or storage of materials not permitted by the type of structure or classification of occupancy as specified in the Building Code and Fire Code.
- (10) The required access aisles shall not be used for storage purposes.
- (11) No areas designated for off-street parking shall be used for storage of vehicles or other material unless an agreement acceptable to the city has first been filed with the city. The city may require that such agreement be recorded in the office of the County Recorder.

PROPOSED ZONING TEXT AMENDMENT

The proposed text changes are shown underlined and the existing text that is being replaced is shown as a ~~strike-through~~.

§ 155.003 DEFINITIONS.

MINI-WAREHOUSES. ~~Warehouse buildings~~ Buildings which are divided into small individual storage ~~spaces~~ units, including buildings which house portable storage units, which are individually leased, rented, sold or otherwise contracted to persons or companies for storage purposes. For the purpose of this Section, "mini-warehouses" shall be considered synonymous with "self-storage facility", "self-storage warehouse" or "mini-storage."

PORTABLE STORAGE UNIT. An individual storage units that is individually rented and delivered to persons or companies for storage purposes and later picked up from persons or companies and stored off-site.

§ 155.481 REQUIRED PARKING.**(E) Other uses.**

(10) Mini-warehouse. One space for every 10,000 square feet of storage area; plus one covered spaces for on-site caretaker's unit. Additionally, incidental office area exceeding 10% of the gross building area shall require one parking space for each 300 square feet of floor area and one parking space shall be provided for each vehicle used in connection with the use.

~~(10)~~ (11) Nursing home. One parking space for each three patient beds.

~~(11)~~ (12) Public utility facilities including electrical substations, telephone exchanges, maintenance and storage facilities. One parking space for each 500 square feet of office space or work area within a structure or one parking space for each two employees on the largest shift, whichever is greater. Also, one parking space for each vehicle used in connection with the use. No requirements for facilities which are normally unattended by employees except for occasional maintenance.

~~(12)~~ (13) Schools, elementary and junior high schools having an accredited general curriculum. One and one-half parking spaces for each classroom and lecture hall.

~~(13)~~ (14) Schools, high schools having an accredited general curriculum. One and one-half parking spaces for each classroom and lecture hall and one parking space for each 10 students the school is designed to accommodate. Additional parking spaces for stadiums shall be provided based on one parking space for each 10 fixed seats.

§ 155.637 MINI-WAREHOUSES.

(A) Mini-warehouses shall be permitted in the M-1 and M-2 Zones only after a valid conditional use permit and development plan approval have ~~has~~ ~~first~~ been ~~issued~~ granted. Notwithstanding, no conditional use permit shall be granted for any mini-warehouse facility along the Telegraph Road Corridor.

(B) Individual storage units shall only be used for the pick-up and deposit of goods and/or property within the storage unit. Storage units shall not be used for any other activities, including, but not limited to:

(1) Residences, with the exception of the manager's residential unit;

(2) Offices, workshops, studios, hobby or rehearsal areas;

(3) Manufacturing, fabrication, or processing of goods, service or repair of vehicles, engines, appliances or other electrical equipment, or any other industrial activity;

(4) Conducting retail sales of any kind including garage or estate sales or auctions or to conduct any other commercial activity;

(5) Storage of flammable, perishable or hazardous materials or the keeping of animals.

(6) Truck or vehicle rental without obtaining all necessary approvals.

~~(B)~~ (C) In addition to any other conditions which may be imposed on the granting of such conditional use permit and development plan approval, the following conditions shall apply:

~~(1) Mini-warehouses shall not occupy frontage on a freeway, major or secondary highway.~~

~~(2) Mini-warehouses shall not be located within 1,000 feet of a residential zone, commercial zone, school or park.~~

~~(3)~~ (1) Mini-warehouses shall not be located on parcels ~~exceed~~ ~~two~~ exceeding 3 acres in size.

~~(4)~~ (2) The exterior walls of all mini-warehouses shall be constructed of masonry or concrete. Other materials may be acceptable for exterior walls if the Planning Commission determines that visual compatibility with the surrounding development can be achieved with the use of such materials. The use of prefabricated structures is prohibited.

~~(5)~~ (3) Setbacks and landscaping greater than ~~that~~ those required by other provisions of this chapter may be required if deemed necessary by the Planning Commission to make such facilities compatible with existing or prospective developments in the area.

~~(6)~~ (4) No part of the facility shall be converted to another use ~~usage~~ unless and until proper approval has been ~~given~~ granted by the Planning Commission and by the City Council.

~~(7)~~ (5) ~~There shall be no outdoor storage unless it is completely screened from view from adjoining streets or adjoining properties.~~ Outdoor storage is prohibited.

~~(8)~~ (6) ~~Plans~~ The development shall meet the requirements of the Fire Department as to adequate fire protection.

~~(9)~~ (7) There shall be no uses or storage of materials not permitted by the type of structure or classification of occupancy as specified in the Building Code and Fire Code.

~~(10)~~ (8) ~~The required access~~ Access aisles shall not be used for storage purposes.

~~(11)~~ (9) ~~No areas~~ Area designated for off-street parking shall not be used for storage of vehicles or other materials ~~unless an agreement acceptable to the city has first been filed approved by the city. The city may require that such agreement be recorded in the office of the County Recorder.~~

(10) Chain-link (or similar), barbed or razor wire fences are prohibited.

(11) A maximum of one manager's residential unit may be provide, but is not required.

(12) Access doors to individual storage units shall be located within a building or shall be screened from adjacent property and public rights-of-way.

(13) Mini-warehouse buildings shall incorporate architectural and design features common to contemporary industrial development. Examples of such architectural and design features include: massing; proportion; façade modulation; exterior building materials and detailing; varied roof-line; varied recessed and projection; pedestrian scale; fenestration; etc.

(D) Notwithstanding the foregoing, any mini warehouse facility which existed in compliance with the existing code as of the effective date of Ordinance 1089 shall be deemed legally nonconforming and subject to the requirements set forth in Sections 155.385 through 155.398.

SUMMARY

The City's current mini-warehouses regulations were written to meet the goals in 1974 by creating a list of strong and clear requirements geared towards mini-warehouse facilities at that time. Since then, changes in the housing development have led to a different market for mini-warehouses. In addition modern mini-warehouse architecture is very different from the earlier style of mini-warehouses. Modern mini-warehouses consist of multi-story building with an attractive entrance, contemporary appearance, and architectural features that resembling a multi-story office building. The proposed Zoning Text Amendment will provide an update to the City's current mini-warehouses regulations to better meet the current market.

COMPLIANCE WITH CITY'S GENERAL PLAN

The General Plan is a comprehensive planning document that addresses the many aspects of community life in the City of Santa Fe Springs. The General Plan document consisting of text, maps and exhibits that describe goals, objectives and policies for future development. The proposed Zoning Text Amendment is in compliance with the following goals and policies:

General Land Use Goal 3: Emphasize managed and reasonable growth through City policies and market forces that result in a pattern of land uses which will tend to maintain or reduce travel times and distance required for daily activities.

The City's current Zoning Regulations allows mini-warehouse facilities to be located within the M-1 and M-2 zone with a valid Conditional Use Permit. In addition, the mini-warehouse facilities cannot be located within 1,000 feet of residential zone, commercial zone, school or park, or parcel larger than two (2) acres. The proposed Zoning Text Amendment will allows mini-warehouses facilities to be located within 1,000 feet from residential zone. Due to changes to the housing market many residents are utilizing mini-warehouse facilities to store their belonging. The proposed amendment will reduce the travel times and distance between the resident and mini-warehouse facilities.

Industrial and Commercial Development Goals 9: Provide for growth and diversification of industry and industrial related activities within The Santa Fe Springs industrial Area

Policy 9.3: Assist, to the greatest extent possible, the transition of existing buildings to contemporary building standard.

Industrial and Commercial Development Goals 10: Protect all land suitable for industrial use from encroachment by nonindustrial use.

The proposed Zoning Text Amendment will continue to only allow mini-storage facilities to be located within the M-1 and M-2 zone with a valid Conditional Use Permit. The proposed amendment will also require all new mini-warehouses facilities to obtain a Development Plan Approval to ensure the applicant is providing a high quality contemporary development.

PLANNING COMMISSION CONSIDERATION

At its meeting of August 14, 2017, the City Planning Commission conducted a Public Hearing on Zoning Text Amendment amending Santa Fe Springs Municipal Code, Chapter 15 (Land Use), Title 155 (Zoning), Section 155.003 (Definitions), Section 155.481 (Require Parking), and Section 155.637 (Mini-warehouses) of the City Zoning Regulations. No person appeared at the Public Hearing to offer an opinion on the proposed amendment. After considering the facts contained in the staff report and a brief presentation provided by staff, the Planning Commission approved a motion to recommend that the City Council approve Zoning Text Amendment – Mini-warehouses (Ordinance No. 1089), along with Resolution No. 63-2017.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

Legal notice of the Public Hearing was posted in Santa Fe Springs City Hall, the City Library and Town Center on August 4, 2017, and published in a newspaper of general circulation (Whittier Daily News) on August 4, 2017, as required by the State Zoning and Development Laws and by the City's Zoning Regulations. The Notice was also placed on the City's website.

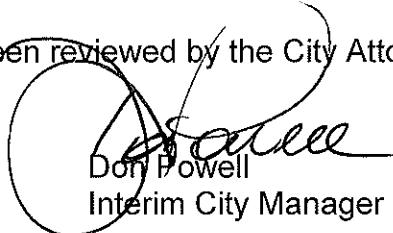
ENVIRONMENTAL DOCUMENT

The proposed Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Article 5, Preliminary Review of Projects and Conduct of Initial Study, Section 15061(b)(3) (the activity can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because

the adoption of this ordinance will have no physical changes to the environment.

CITY ATTORNEY REVIEW

The proposed Ordinance No.1089 has been reviewed by the City Attorney.



Don Powell
Interim City Manager

Attachments:

Resolution No. 63-2017

Proposed Ordinance No.1089

CITY OF SANTA FE SPRINGS

RESOLUTION NO. 63-2017

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADOPT AN ORDINANCE AMENDING SANTA FE SPRINGS MUNICIPAL CODE, TITLE 15, CHAPTER 155, SECTION 155.003, SECTION 155.481 AND SECTION 155.637 OF THE CITY ZONING REGULATIONS REGARDING REQUIREMENTS AND DEVELOPMENT STANDARDS FOR MINI-WAREHOUSES.

WHEREAS, the City of Santa Fe Springs has reviewed and considered the proposed amendments to the text of the City's Zoning Regulations with the intention of amending Sections 155.003, Section 155.481, and 155.637 of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code regarding requirements and development standards for mini-warehouses; and

WHEREAS, after study and deliberations by the Department of Planning and Development, the City has prepared for adoption of these amendments to the text of the City's Zoning Regulations; and

WHEREAS, notice of the public hearing was given as required by law; and

WHEREAS, the Planning Commission held a Public Hearing on August 14, 2017 in regards to the proposed amendments to the text of the City's Zoning Regulations; and

NOW, THEREFORE, IT BE RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: Following a public hearing noticed and conducted in compliance with all applicable law, and pursuant to all laws applicable to the responsibilities of the Planning Commission with respect to the subject matter hereof, the Planning Commission recommends that the City Council adopt Ordinance 1089 attached here to as Exhibit A.

SECTION 2: Based on the oral and written evidence present in such hearing, the Planning Commission hereby find and determine that the adoption of such Ordinance is in the public convenience, interest, and necessity.

SECTION 3: The Planning Commission finds that the proposed amendments to the text of the City's Zoning Regulation are consistent with the City's adopted General Plan.

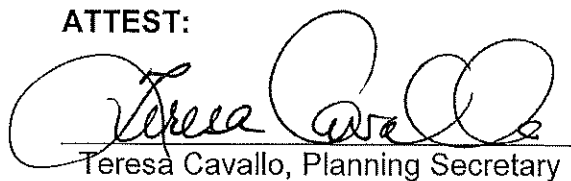
SECTION 4: The Planning Commission find that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3) (the activity can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because the adoption of this ordinance will have no physical changes to the environment.

SECTION 5: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6: The Commission Secretary shall certify to the adoption of this Resolution.

PASSED and ADOPTED this 14th day of August, 2017.


Ken Arnold, Commissioner

ATTEST:

Teresa Cavallo, Planning Secretary

ORDINANCE NO. 1089

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SANTA FE SPRINGS MUNICIPAL CODE, TITLE 15 (LAND USE), CHAPTER 155 (ZONING), SECTION 155.003 (DEFINITIONS), SECTION 155.481 (REQUIRED PARKING), and SECTION 155.637 (MINI-WAREHOUSES), REGARDING REQUIREMENTS AND DEVELOPMENT STANDARDS FOR MINI-WAREHOUSES.

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

SECTION 1. Section 155.003 (Definitions) of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended by adding the following definitions; with all other definitions in that section to remain unchanged:

§ 155.003 DEFINITIONS

MINI-WAREHOUSES. Buildings which are divided into small individual storage units, including buildings which house portable storage units, which are individually leased, rented, sold or otherwise contracted to persons or companies for storage purposes. For the purpose of this Section, "mini-warehouses" shall be considered synonymous with "self-storage facility", "self-storage warehouse" or "mini-storage".

PORTABLE STORAGE UNIT. An individual storage unit that is individually rented and delivered to persons or companies for storage purposes and later picked up from persons or companies and stored off-site.

SECTION 2. Section 155.481 REQUIRED PARKING is hereby amended to subsection (E) so that subsection (E) reads as follows:

§ 155.481 REQUIRED PARKING.

(E) Other uses.

(10) Mini-warehouse. One space for every 10,000 square feet of storage area; plus one covered spaces for on-site caretaker's unit. Additionally, incidental office area exceeding 10% of the gross building area shall require one parking space for each 300 square feet of floor area and one parking space shall be provided for each vehicle used in connection with the use.

SECTION 3. Section 155.637 (MINI-WAREHOUSES) is hereby revised in its entirety to reads as follows:

§ 155.637 MINI-WAREHOUSES.

(A) Mini-warehouses shall be permitted in the M-1 and M-2 Zones only after a valid

conditional use permit and development plan approval have been granted. Notwithstanding, no conditional use permit shall be granted for a mini-warehouse facility along the Telegraph Road Corridor.

(B) Individual storage units shall only be used for the pick-up and deposit of goods and/or property within the storage unit. Storage units shall not be used for any other activities, including, but not limited to:

- (1) Residences, with the exception of the manager's residential unit;
- (2) Offices, workshops, studios, hobby or rehearsal areas;
- (3) Manufacturing, fabrication, or processing of goods, service or repair of vehicles, engines, appliances or other electrical equipment, or any other industrial activity;
- (4) Conducting retail sales of any kind including garage or estate sales or auctions or to conduct any other commercial activity;
- (5) Storage of flammable, perishable or hazardous materials or the keeping of animals.
- (6) Truck or vehicle rental without obtaining all necessary approvals.

(C) In addition to any other conditions which may be imposed on the granting of such conditional use permit and development plan approval, the following conditions shall apply:

- (1) Mini-warehouses shall not be located on parcels exceeding 3 acres in size.
- (2) The exterior walls of all mini-warehouses shall be constructed of masonry or concrete. Other materials may be acceptable for exterior walls if the Planning Commission determines that visual compatibility with the surrounding development can be achieved with the use of such materials. The use of prefabricated structures is prohibited.
- (3) Setbacks and landscaping greater than those required by other provisions of this chapter may be required if deemed necessary by the Planning Commission to make such facilities compatible with existing or prospective developments in the area.
- (4) No part of the facility shall be converted to another use unless and until proper approval has been granted by the Planning Commission and by the City Council.
- (5) Outdoor storage is prohibited.
- (6) The development shall meet the requirements of the Fire Department as to adequate fire protection.
- (7) There shall be no uses or storage of materials not permitted by the type of

structure or classification of occupancy as specified in the Building Code and Fire Code.

- (8) Access aisles shall not be used for storage purposes.
- (9) Area designated for off-street parking shall not be used for storage of vehicles or other materials.
- (10) Chain-link (or similar), barbed or razor wire fences are prohibited.
- (11) A maximum of one manager's residential unit may be provided, but is not required.
- (12) Access doors to individual storage units shall be located within a building or shall be screened from adjacent property and public rights-of-way.
- (13) Mini-warehouse buildings shall incorporate architectural and design features common to contemporary industrial development. Examples of such architectural and design features include: massing; proportion; façade modulation; exterior building materials and detailing; varied roof-line; varied recessed and projection; pedestrian scale; fenestration; etc.

(D) Notwithstanding the foregoing, any mini warehouse facility which existed in compliance with the existing code as of the effective date of Ordinance 1089 shall be deemed legally nonconforming and subject to the requirements set forth in Sections 155.385 through 155.398.

SECTION 4. The Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3) (the activity can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because the adoption of this ordinance will have no physical changes to the environment.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. Except as amended above, all other provisions of the Zoning Regulations in the City Code shall remain in full force and effect.

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this Ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as

established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this _____ day of _____, 2017, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William K. Rounds
MAYOR

ATTEST:

Janet Martinez
CITY CLERK



PUBLIC HEARING/ ORDINANCE FOR INTRODUCTION

General Rule Exemption - CEQA Guidelines §15061(b)(3)

Zoning Text Amendment – Wireless Telecommunications Facilities

Ordinance No. 1090: An ordinance of the City Council of the City of Santa Fe Springs, California, amending Santa Fe Springs Municipal Code Title 15 (Land Usage), Section 155 (Zoning), Sections 155.377 (Permitted, Accessory and Conditional Uses Freeway Overlay Zone) and 155.381 (Design Standards Freeway Overlay Zone), and adding Chapter 157 to Santa Fe Springs Municipal Code Title 15 (Land Usage) to establish a comprehensive set of regulations and standards for the permitting, placement, design, installation, operation and maintenance of wireless telecommunications facilities in all areas of the city.

RECOMMENDATIONS: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1090 and, thereafter, close the Public Hearing; and
- Find that the proposed amendments to the text of the City's Land Use Regulations are consistent with the City's General Plan; and
- Introduce for first reading the proposed amendments to the City Ordinance regarding wireless telecommunications facilities in all areas of the city.

BACKGROUND

The tremendous growth in personal wireless services has increased demand for new infrastructure. The public's increasing consumption of data is pushing wireless carriers to invest billions of dollars to purchase spectrum bandwidth and build new wireless telecommunications facilities and fiber optic networks. Carriers will continue to construct new wireless telecommunications facilities in Santa Fe Springs in order to accommodate the rapidly growing need for increased capacity and speed.

The majority of the planned expansion of wireless infrastructure will be constructed in the public rights-of-way since new locations for installations on private property are limited and more difficult to negotiate and permit. The California Public Utilities Commission has determined that wireless carriers are public utilities, therefore they have the same rights to use the public rights-of-way as any other utility provider. The public rights-of-way also have existing infrastructure in the forms of utility poles, traffic signals and street lights that may support wireless infrastructure. The City's current lack of a comprehensive wireless telecommunications ordinance leaves the city unprepared

for the large scale expansion of wireless infrastructure on the horizon. Due to changes in technology and the law, the City's Municipal Code needs to be amended to include a chapter that will reasonably regulate the permitting, placement, design, installation, operation and maintenance of wireless telecommunications facilities in Santa Fe Springs.

Wireless telecommunications facilities are regulated by federal, state and local laws. Under federal law, a local agency's decisions cannot prohibit the provision of personal wireless service or unreasonably discriminate amongst wireless service providers. Also, under federal law, the City may not regulate the placement, construction or modification of wireless telecommunications facilities on the basis of the environmental effects of radio frequency (RF) emissions, so long as the facilities comply with the Federal Communications Commission (FCC) regulations concerning such emissions.

State and federal laws also prescribe certain limitations on the city's application review process (such as application content and timelines for review) and the city's discretion to approve, disapprove or conditionally approve certain facilities. In some cases, failure to adhere to these laws may result in an automatic permit approval under special remedies available to wireless service providers.

Section 6409(a) of the Federal Middle Class Tax Relief and Job Creation Act of 2012, also known as the Spectrum Act, generally requires that a local agency "may not deny, and shall approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station" (known as "eligible facilities requests"). The FCC has defined the phrase "substantial change" to consider changes in height, width, equipment cabinets, footprint, concealment and compliance with prior conditions of approval associated with the underlying facility. The definition has different thresholds for "towers" than for equipment mounted on buildings or utility infrastructure ("base stations"), with the former generally being more generous than the latter.

Since strict and different federal rules apply to eligible facilities requests, the requests are reviewed using an expedited process. Federal law requires tracking the time it takes to process each wireless application, using a so called "shot clock." The purpose of the shot clock is to ensure that local governments do not take an unnecessarily long time to review a wireless application. The review must be completed before time expires or the application will be deemed approved.

The shot clock begins to run when a wireless application is submitted, whether or not the application is complete. The City has up to 30 days to review the application and either deem it complete or incomplete. The clock stops when the City notifies the applicant that the application is incomplete, or if the City and the applicant mutually reach a time tolling agreement. The clock starts again when the applicant re-submits material, and the City then has 10 days to respond to the re-submitted material. This

process may continue to go back and forth until the applicant submits a complete application and the project is approved, the City misses the deadline to issue a notice that the application is incomplete, or the shot clock runs out. Failure of the City to act within the allowed timeframe results in the automatic approval of such applications. The table below shows the shot clock limits for the three types of applications:

Type of Application	Length of Shot Clock
Collocation/modification to an existing wireless tower or base station not involving a substantial change	60 Days
Collocation/modification to an existing wireless tower or base station that does involve a substantial change	90 Days
New wireless telecommunications facility	150 Days

PROPOSED ORDINANCE

The proposed ordinance implements regulations and standards for the permitting, placement, design, installation, operation and maintenance of all wireless telecommunications facilities in Santa Fe Springs. It ensures that wireless telecommunications facilities will conform to all applicable health and safety regulations and will blend into their environment to the greatest extent possible. Below is a summary of the primary components of the proposed ordinance.

Applicability: The chapter applies to all wireless telecommunications facilities in the City, whether on private or public property or within the public rights-of-way. The chapter excludes other "wireless" uses, such as amateur radio antennas and satellite dishes, which are subject to different federal and state laws.

Permit Requirements: The chapter requires all wireless telecommunications facilities within the city to obtain either a Wireless Telecommunications Facilities Conditional Use Permit or an Administrative Wireless Telecommunications Permit. An application is required for all projects, and specific requirements regarding application filing are provided.

Findings, Limited Exceptions: Certain findings must be made before a wireless telecommunications facility can be approved. If the findings cannot be made, an applicant may apply for an exception to prove that strict compliance with the chapter would effectively prohibit the provision of personal wireless services. The city may hire an outside consultant, at the applicant's expense, to evaluate exceptions.

Requirements for Facilities Outside the Public Right-of Way: This section identifies preferred locations, discouraged locations, and preferred support structures. Preferred locations are listed in order from most preferred to least preferred, with manufacturing

and commercial districts being most preferred and residential districts being least preferred. Preferred support structures detail the types of wireless telecommunications installations that are preferred over others. Collocations with existing wireless telecommunications facilities on non-tower structures are most preferred, and new freestanding towers are least preferred.

Requirements for Facilities Within the Public Right-of Way: This section identifies preferred locations, discouraged locations, and preferred support structures for projects within the public rights-of-way. Preferred locations are listed in order, from most preferred to least preferred. Areas within or abutting manufacturing and commercial districts are most preferred and areas within or abutting residential districts are least preferred. This section also ranks the most preferred locations for antenna and equipment installations. The most preferred antenna location is on an existing utility pole, the least preferred antenna location is on a new pole placed within the right-of-way. The most preferred equipment location is within a below-grade equipment vault, and least preferred equipment location is within a new equipment cabinet placed at grade.

Design and Development Standards: This section provides general guidelines regarding the design and location of wireless telecommunications facilities, and authorizes the Planning Commission to adopt more detailed "Design Guidelines." Minor updates to the Design Guidelines can be made by the Director of Planning without Planning Commission approval, but revisions that would make wireless telecommunications facilities more visually obtrusive or modify the preferred locations must be brought before the Planning Commission for approval. This section also prohibits speculative equipment.

Operation and Maintenance Standards: All wireless telecommunications facilities must comply with the operation and maintenance standards detailed in this section. Specific standards include providing the city with an updated facility contact at all times, making necessary repairs within 48 hours, maintaining landscaping, replacing damaged or faded materials, and more.

Standard Conditions of Approval: Staff has developed a list of standard conditions that are typically imposed on wireless telecommunications facilities. The City's standard conditions have been incorporated into the ordinance. Standard conditions address the following criteria: permit term, build-out period, approved plans, inspections, maintenance obligations, compliance with laws, impacts on other properties, back-up power, inspections, contact information, indemnification, transfer of use, and discontinuation of use. These conditions are a safeguard against applications that may be potentially deemed-approved pursuant to federal or state law, and ensure that all facilities are held to the same high standard. Additional conditions of approval specific to each site may be added through the wireless telecommunications facility permit application process.

PROPOSED ZONING TEXT AMENDMENT

To avoid conflicts between the proposed chapter and existing zoning regulations, Section 155.377(E)(6) would be amended and Section 155.381(I) would be removed from the City's Zoning Regulations. Both sections pertain to the FOZ, Freeway Overlay Zone.

The proposed text changes are shown underlined and the existing text that is being removed is shown as a ~~strike-through~~.

§ 155.377 PERMITTED, ACCESSORY AND CONDITIONAL USES.**(E) *Conditionally permitted uses.***

- (1) Transit stations and transportation facilities.
- (2) Hospitals and ambulance services.
- (3) Business, technical, trade or professional schools (50 students or more).
- (4) Drive in theatres and swap meets conducted in connection with a drive in theatre operation.
- (5) Hotels and motels.
- (6) Cellular, digital, r~~Radio~~ and television transmitter towers higher than 50 feet above ground level.
- (7) Service stations.
- (8) Public, private or quasi- public uses of an educational or recreational nature.
- (9) Towing services.
- (10) Regional commercial and retail uses five acres or more in size.
- (11) Billboards, including but not limited to electronic and digital billboards.

§ 155.381 DESIGN STANDARDS**(I) ~~Wireless facilities.~~**

- (1) ~~Roof mounted wireless facilities shall be screened from view within the Freeway Overlay Zone. No antennas shall be mounted to the exterior of a building unless they are completely screened in a manner that is architecturally integrated into, and compatible with, the design of the existing structure.~~
- (2) ~~Any freestanding wireless facilities shall be constructed using stealth methods such as a monopine, monopalm, monolith, or other architectural feature as approved by the Director of Planning and Development or his or her designee.~~

PLANNING COMMISSION CONSIDERATION

At its meeting of August 14, 2017, the City Planning Commission conducted a Public Hearing on a Zoning Text Amendment to amend sections 155.377(E)(6) and 155.381(I) and add chapter 157 to the Municipal Code. No person appeared at the Public Hearing to offer an opinion on the proposed amendments. After considering the facts contained in the staff report and a presentation provided by staff, the Planning Commission

approved a motion to recommend that the City Council approve Zoning Text Amendment – Wireless Telecommunications Facilities (Ordinance No. 1090).

Attached for the City Council review are the following:

1. Resolution No. 64-2017, memorializing the action taken by the City Planning Commission to recommend that the City Council approve the proposed Zoning Text Amendment relating to wireless telecommunications facilities.
2. Proposed Ordinance No. 1090

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

Legal notice of the Public Hearing was posted in Santa Fe Springs City Hall, the City Library and Town Center on August 4, 2017, and published in a newspaper of general circulation (Whittier Daily News) on August 4, 2017, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

CONSISTENCY WITH GENERAL PLAN GOALS AND POLICIES

The fundamental goal of the City of Santa Fe Springs is to provide a high quality of life for all people residing in, working in, or frequenting the City. Subsidiary goals are intended to provide for individual well-being, economic well-being, social well-being, and environmental well-being. The proposed amendments to the Municipal Code address the following goals and policies:

Land Use Goal 1: Provide for attractive, efficient and productive use of land in Santa Fe Springs by maintaining a balance within the City to emphasize local identity, preserve the single family nature of the community, maintain a high quality of life, and create an efficient yet pleasing environment.

Land Use Goal 4: Where incompatible land uses are in proximity to one another, provide for buffering, transitional uses or other controls which will reduce the conflict to the maximum extent possible.

Land Use Goal 7: Sites of historical or cultural interest should be preserved and enhanced.

Land Use Goal 17: Improve the appearance and attractiveness of the residential areas of the community.

The proposed ordinance address the four land use goals above since it establishes criteria for the placement, development and design of wireless telecommunications facilities in order to create attractive and efficient facilities. The

proposed amendment prescribes the location and design of wireless facilities to minimize the impacts of the use on neighbors. The new wireless telecommunications facilities ordinance promotes stealth facilities, minimizing the size of facilities, collocation with existing facilities, and siting in manufacturing and commercial zones. Siting on an historical or cultural site may only occur when an applicant has demonstrated that no manufacturing or commercial property is available, and siting in residential zones may only occur when an applicant has demonstrated that no other feasible options are available. In cases where an applicant must deploy a new facility in a residential or historic area, the new ordinance requires an applicant to provide detailed and fact-specific explanations as to why the proposed wireless telecommunications facility cannot be deployed in a more preferred location.

Land Use Goal 8: *Ensure that all utilities are put underground to the greatest extent possible throughout the City with special emphasis on corridors.*

The new ordinance requires applicants to employ undergrounding to the maximum extent feasible in order to minimize a facility's visual intrusiveness and negative aesthetic impact. It also limits the installation of new facilities when collocating or attaching to existing vertical infrastructure would sufficiently meet the applicant's coverage objectives.

Safety Policy 9.1: *City land use planning policies and decisions will take into consideration the crime and traffic safety impacts of the uses.*

Safety Goal 10.1: *Continue to protect the Santa Fe Springs community from the loss of life and property from crime or traffic hazards.*

Safety Policy 12.1: *Continue to be proactive in the development, administration and enforcement of standards which will protect the community from serious public safety hazards.*

The ordinance satisfies the three safety goals and policies above by including standard conditions of approval that require applicants to keep wireless telecommunications facilities in a neat, clean and safe condition at all times. Any graffiti or vandalism must be remediated within 48 hours. Additionally, if the city determines a wireless telecommunications facility constitutes a dangerous condition, obstruction of the public right-of-way, or an imminent threat to public safety, the city may cause the facility to be removed.

Circulation Policy 6.2: *Maintain existing pedestrian facilities and support the inclusion of pedestrian facilities in new development.*

Circulation Policy 6.8: *Ensure accessibility of pedestrian facilities to the elderly and mobility impaired.*

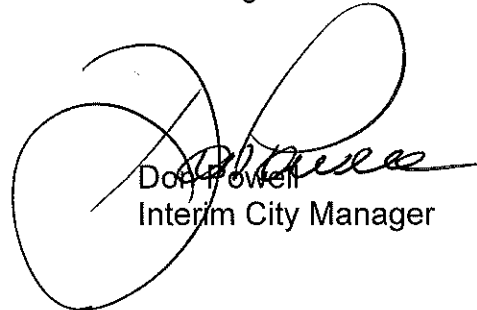
The new ordinance prohibits wireless telecommunications facilities from interfering with the public rights-of-way. Wireless telecommunications facilities cannot alter vehicular circulation or parking within the public rights-of-way, nor impede vehicular and/or pedestrian access or visibility along any public right-of-way. Interference includes any activities that will present a hazard to public health, safety or welfare.

CITY ATTORNEY REVIEW

The City Attorney's Office has reviewed the proposed Zoning text amendments.

SUMMARY:

Ordinance No. 1090 would establish a comprehensive set of regulations and standards for the permitting, placement, design, installation, operation and maintenance of wireless telecommunications facilities in all areas within the city. It will bring the city's regulations for wireless telecommunications facilities into conformity with current state and federal requirements. The ordinance balances the community's need for services, the industry's need to deploy quickly, and the City's obligation to maintain public health and safety and protect the aesthetic qualities of our neighborhoods.



Don Howell
Interim City Manager

Attachments:

1. Resolution No. 64-2017
2. Ordinance No. 1090 – Wireless Telecommunications Facilities

RESOLUTION NO. 64-2017

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS RECOMMENDING THAT THE CITY COUNCIL ADOPT ORDINANCE NO. 1090 AMENDING SANTA FE SPRINGS MUNICIPAL CODE, TITLE 15, CHAPTER 155, SECTION 155.377 AND SECTION 155.381 OF THE CITY ZONING REGULATIONS REGARDING WIRELESS TELECOMMUNICATIONS FACILITIES IN THE FOZ, FREEWAY OVERLAY ZONE, AND ADDING CHAPTER 157 TO TITLE 15 OF THE CITY'S MUNICIPAL CODE, TO ESTABLISH A COMPREHENSIVE SET OF REGULATIONS AND STANDARDS FOR THE PERMITTING, PLACEMENT, DESIGN, INSTALLATION, OPERATION AND MAINTENANCE OF WIRELESS TELECOMMUNICATIONS FACILITIES IN ALL AREAS OF THE CITY.

WHEREAS, the City of Santa Fe Springs has reviewed and considered the proposed amendments to the text of the City's Zoning Regulations with the intention of amending Sections 155.377 and 155.381 of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code relating to wireless telecommunications facilities in the FOZ, Freeway Overlay Zone; and

WHEREAS, the City of Santa Fe Springs has reviewed and considered the proposed addition to the text of the City's Municipal Code with the intention of adding Chapter 157 to Title 15, Chapter 155 of the Santa Fe Springs Municipal Code relating to wireless telecommunications facilities in all areas of the city; and

WHEREAS, after study and deliberations by the Department of Planning and Development, the City has prepared for adoption of these amendments to the text of the Santa Fe Springs Municipal Code; and

WHEREAS, notice of the public hearing was given as required by law; and

WHEREAS, the Planning Commission conducted a Public Hearing on August 14, 2017 to make recommendations to the City Council in regards to the proposed amendments to the text of the City's Land Use Regulations, and to establish a comprehensive set of regulations and standards for the permitting, placement, design, installation, operation and maintenance of wireless telecommunications facilities in all areas within the city; and

WHEREAS, a Notice of Exemption has been prepared pursuant to CEQA Guidelines section 15061(b)(3), which provides that CEQA applies only to projects that have the potential to cause a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

NOW, THEREFORE, IT BE RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: The Planning Commission finds that the facts in this matter are as follows:

1. That the facts in this matter are as stated in the staff report regarding the proposed amendments to the text of the Santa Fe Springs Municipal Code.
2. That the Planning Commission finds that pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA), which provides that CEQA applies only to projects that have the potential to cause a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment and the draft Ordinance will have no effect on the environment.
3. That the Planning Commission finds that the proposed amendments to the text of the City's Municipal Code are consistent with the City's General Plan.
4. That the Planning Commission recommends that the City Council approve and adopt Ordinance No. 1090, to effectuate the proposed amendments to the text of the City's Municipal Code.

PASSED and ADOPTED this 14th day of August, 2017.

ATTEST:


Teresa Cavallo, Planning Secretary


Ken Arnold, Commissioner

ORDINANCE NO. 1090

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, AMENDING SANTA FE SPRINGS MUNICIPAL CODE, TITLE 15, CHAPTER 155, SECTION 155.377 AND SECTION 155.381 OF THE CITY ZONING REGULATIONS REGARDING WIRELESS TELECOMMUNICATIONS FACILITIES IN THE FOZ, FREEWAY OVERLAY ZONE, AND ADDING CHAPTER 157 TO TITLE 15 OF THE CITY'S MUNICIPAL CODE, TO ESTABLISH A COMPREHENSIVE SET OF REGULATIONS AND STANDARDS FOR THE PERMITTING, PLACEMENT, DESIGN, INSTALLATION, OPERATION AND MAINTENANCE OF WIRELESS TELECOMMUNICATIONS FACILITIES IN ALL AREAS OF THE CITY.

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

SECTION 1. Section 155.377(E)(6) of Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended to read as follows:

§ 155.377(E)(6) PERMITTED, ACCESSORY AND CONDITIONAL USES

(E) *Conditionally permitted uses.*

(6) Radio and television transmitter towers higher than 50 feet above ground level.

SECTION 2. Section 155.381 of Chapter 155 of the Santa Fe Springs Municipal Code is hereby revised to remove § 155.381(l) so that said subsection reads as follows:

§ 155.381 DESIGN STANDARDS

(A) *Application.* The following design standards shall apply to all properties located within the Freeway Overlay Zone. The standards will be used during the project review process to ensure the highest level of quality and architecture is applied within the Freeway Overlay Zone. These design standards shall apply to new construction, exterior building or landscaping alterations, and to any modification to an approved landscaping plan.

(B) *Exemptions.* When in compliance with all other city ordinances, the following projects are exempt from the provisions of this section:

(1) Underground construction that will not leave any significant, permanent marks on the surface after completion. Utility boxes, piping and appurtenances are not exempted from these provisions;

(2) Interior remodeling; and

(3) Maintenance work on buildings, landscaping, or grounds (including parking lots) that does not significantly alter the appearance or function of the building, landscaping, or site.

(C) *Metal buildings.*

(1) Metal buildings are prohibited within the Freeway Overlay Zone, with the exception of those that are permitted in accordance with § 155.461.

(2) All metal buildings within the Freeway Overlay Zone shall comply with the provisions identified in Ordinance 822.

(3) Existing buildings or structures having exterior walls and roofs comprised substantially of metal frames or sheet metal shall be refaced and constructed with walls comprised of a non-metallic material. The material used to reface the structure shall be properly integrated into the existing architecture to provide a pleasing, attractive appearance and contemporary architectural design.

(D) *Roofscapes.* Due to the high level of visibility of buildings adjacent to the freeway, special emphasis shall be given to the visual appearance of the roof as viewed from the freeway and frontage roads. Roofscapes shall be carefully evaluated during the entitlement review process. Roof materials and design shall be integrated into building design to meet the requirements and characteristics of the Freeway Overlay Zone.

(1) No equipment or ductwork shall be allowed on the roof of any structure within view from any freeway, bridge or frontage street.

(2) All mechanical equipment and ductwork shall be constructed within a building structure or completely screened from view.

(3) The following roof materials may not be used on commercial and industrial buildings visible from the freeway: corrugated metal, highly reflective surfaces and illuminated roofing.

(4) The roofline at the top of the structure shall not run in a continuous plane for more than one 100 feet without offsetting or jogging the roof plane.

(E) *Architectural treatments.*

(1) Architectural treatments of commercial and industrial buildings located in the Freeway Overlay Zone must be of superior quality and design because of their visibility from the freeway.

(2) Building design shall be subject to the following requirements:

(a) All buildings must be constructed of durable, maintenance-free materials;

(b) Various building materials and colors shall be used to create visual interest. Color bands shall also be used to break up monochromatic walls;

(c) Architectural treatments shall include variations of mass, height, materials, colors, and textures to maintain a visually appealing appearance along the freeway corridor;

(d) Reflective windows shall be used at building entryways and "false" reflective windows shall be used to break up monotonous building walls;

(e) Various types of building cladding shall be used to produce different texture, shade, and shadow effects;

(f) All buildings should feature a dominant (main) color on all elevations. Light colors in the white, cream and tan ranges are preferred;

(g) Buildings may use up to three contrasting colors that complement the building's dominant color. Use of more than three contrasting colors is subject to approval by the Planning Director. Contrasting materials, textures, and colors shall be used to add emphasis to building entrances and to articulate long expanses of building walls;

(h) Facades fronting or clearly visible from the key streets shall be especially attractive. Long, unarticulated facades are prohibited and wall shall not run for more than 50 feet in one continuous plane without significant enhancements. Enhancement features include: entry augmentations, horizontal offsets, change in roofline, unique corner treatment, reveal lines, building offsets, facade pop-outs, offset bricks, window frames, glass treatments and changes in materials (tile or masonry materials), colors, texture and finishing. Public art, murals (does not include signage and advertisements), and rich landscaping are also an acceptable option to enhance building facades. Windows and doors are key elements of any structure's form and shall relate to the scale of the elevation on which they appear. Recessed openings help to provide depth and contrast on elevation planes. Approximately one-third of the building frontage shall incorporate window treatments for any structure located within the Freeway Overlay Zone;

(i) Blank front and side wall elevations shall be prohibited on street frontages;

(j) Buildings and main business entrances shall be oriented toward key streets. Other entryways may be used on other sides of properties to allow passage from parking areas;

(k) The Director of Planning and Development may grant exceptions or modifications to the aforementioned design standards for building facades or elevations that are not visible from the freeway, freeway on or off ramps, bridges, or local roads as determined by the Department of Planning and Development; and

(l) Projects within the Freeway Overlay Zone are subject to the Art in Public Places Ordinance (Title III, Chapter 38).

(F) *Soundwalls.*

(1) Soundwalls shall be used to minimize the visual, acoustic, and physical impacts generated by vehicles traveling along the freeways.

(2) Soundwalls shall be designed with a unifying theme to increase the visual continuity of the corridors and establish visual links with other aesthetic components in the corridors.

(3) Long expanses of blank walls shall be prohibited. Such walls are more susceptible to graffiti, leading to higher maintenance costs and unnecessary visual blight.

(4) Use of undecorated block walls is prohibited within freeway corridors.

- (5) Soundwall base colors shall consist of natural earth tones such as tan, rust, brown, or gray. Additional accent colors and patterns may be used to enhance the appearance of the soundwalls subject to approval by the Planning Director or his or her designee.
- (6) The following design features shall be incorporated into all soundwalls:
 - (a) An architecturally appealing relief or scoring combined with climbing vines;
 - (b) Variations in texture and color;
 - (c) Use of multiple building materials or their likeness; and
 - (d) A tiered or "step-down" treatment to transition the wall back to landscape areas.
- (G) *Bridge and overpass treatment.*
 - (1) Bridges and overpasses shall be heavily landscaped, integrate interesting architectural features, and/or incorporate public art.
 - (2) Landscaping treatments shall use creeping vines, trees, or other plants suitable to the local environment.
 - (3) Landscaping shall be used so that at least 50% of the blank portions of a bridge or overpass wall shall be screened. Screening options shall include public art, attractive architectural features, or unique building materials.
 - (4) Sufficient lighting shall be included on, underneath, and around bridges and overpasses to enhance safety for pedestrians and vehicles.
 - (5) Architectural features shall be incorporated into all overpasses and bridges to enhance the appearance of the functional elements.
 - (6) Public art used on bridges and overpasses shall portray images unique to the city and shall be commissioned by local artists when possible.
- (H) *On and off ramp treatment.*
 - (1) On and off ramps represent the area of transition for motorists between the local street network and the freeway.
 - (2) Ramps shall be heavily landscaped and contain attractive, high quality fencing or soundwall materials.
 - (3) Non-plant materials shall be arranged in an attractive manner and be consistent with design themes present throughout the corridors.

SECTION 3. Chapter 157 of the City Code is hereby added in its entirety to read as follows:

Chapter 157: Wireless Telecommunications Facilities

SECTION 157.01 - Purpose

The purpose and intent of this chapter is to establish a comprehensive set of regulations and standards for the permitting, placement, design, installation, operation and maintenance of wireless telecommunications facilities in all areas within the city. These regulations are intended to prescribe clear and reasonable criteria to assess and

process applications in a consistent and expeditious manner, while reducing the impacts associated with wireless telecommunications facilities. These regulations are intended to protect the health, safety and welfare of persons living and working in the city, preserve the aesthetic values of the city, and allow for the orderly, managed and efficient deployment of wireless telecommunications facilities in accordance with state and federal laws, rules and regulations.

SECTION 157.02 – Definitions

“Agent” means a person authorized to act on behalf of a permittee or other person or entity in matters pertaining to the processing of a wireless telecommunications facility as outlined in this chapter.

“Amateur radio antenna” means an antenna constructed and operated for transmitting and receiving radio signals for noncommercial purposes, usually in relation to a person’s hobby.

“Antenna” means that part of a wireless telecommunications facility designed to radiate or receive radio frequency signals.

“Applicant” means any person that submits an application to the city to site, install, construct, modify, and/or operate a Wireless Telecommunications Facility.

“Base station” means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(1), as may be amended, which defines that term as follows:

A structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in 47 C.F.R. § 1.40001(b)(9) or any equipment associated with a tower.

(i) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(ii) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems and small-cell networks).

(iii) The term includes any structure other than a tower that, at the time the relevant application is filed with the City under this section, supports or houses equipment described in paragraphs (b)(1)(i) through (ii) of this section that has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

(iv) The term does not include any structure that, at the time the relevant application is filed with the City under this section, does not support or house equipment described in paragraphs (b)(1)(i)-(ii) of this section.

"Cable" means any wire typically consisting of copper, coax or fiber used for utility service purposes.

"Camouflaged" or "camouflaging" means concealment techniques that integrate the transmission equipment into the surrounding natural and/or built environment such that the average, untrained observer cannot directly view the equipment but would likely recognize the existence of the wireless facility or concealment technique. Camouflaging concealment techniques include, but are not limited to: (1) façade or rooftop mounted pop-out screen boxes; (2) antennas mounted within a radome above a streetlight; (3) equipment cabinets in the public rights-of-way painted or wrapped to match the background; and (4) an isolated or standalone faux-tree.

"Code" means the City of Santa Fe Springs Municipal Code.

"Collocation" means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(2), as may be amended, which defines that term as the mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

"Collocation facility" means a wireless telecommunications facility that has been collocated consistent with the meaning of "collocation" as defined above. It does not include the initial installation of a new wireless telecommunications facility where previously there was none, nor the construction of an additional tower on a site with an existing tower.

"CPCN" means a "Certificate of Public Convenience and Necessity" granted by the CPUC.

"CPUC" means the California Public Utilities Commission.

"Director" means the Director of Planning, or his or her designee.

"Eligible facilities request" means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(3), as may be amended, which defines that term as a request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving: (a) collocation of new transmission equipment, (b) removal of transmission equipment, or (c) replacement of transmission equipment.

"Eligible support structure" means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(4), as may be amended, which defines that term as any tower or base station

as defined in this section, provided that it is existing at the time the relevant application is filed with the City.

"Existing" means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(5), as may be amended, states a constructed tower or base station is existing for purposes of this section if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

"Federal Communications Commission (FCC)" means the independent U.S. governmental agency charged with regulating interstate and international communications by radio, television, wire, satellite and cable.

"Height" means the vertical distance from any point at the top of an antenna and/or ancillary wireless telecommunications structure to the finished or natural surface, whichever is more restrictive or lower, measured directly adjacent to the existing building or new structure.

"Modification" means a change to an existing wireless telecommunications facility that involves any of the following: collocation, expansion, alteration, enlargement, intensification, reduction, or augmentation, including, but not limited to, changes in size, shape, color, visual design, exterior material, or equipment model.

"OTARD" means any over-the-air reception device subject to 47 C.F.R. § 1.4000 et seq., as may be amended, and which includes satellite television dishes not greater than one meter in diameter.

"Pole" means a single shaft of wood, steel, concrete or other material capable of supporting the equipment mounted thereon in a safe and adequate manner and as required by the provisions of this Code.

"Public right-of-way" means any public highway, street, alley, sidewalk, parkway which is either owned, operated or controlled by the city, or is subject to an easement or dedication to the city, or is a privately owned area with the city's jurisdiction which is not yet, but is designated as a proposed public right-of-way on a tentative subdivision map approved by the city.

"RF" means radio frequency or electromagnetic waves generally between 30 kHz and 300 GHz.

"Site" means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(6), as may be amended, which defines that term as for towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other

eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

“Small cell” means the same as defined by California Government Code § 65964.2, as may be amended, which defines that term as a wireless telecommunications facility or a wireless facility that uses licensed or unlicensed spectrum and that meets the following qualifications:

- (i) The small cell antennas on the structure, excluding the associated equipment, total no more than six cubic feet in volume, whether an array or separate.
- (ii) Any individual piece of associated equipment on pole structures does not exceed nine cubic feet.
- (iii) The cumulative total of associated equipment on pole structures does not exceed 21 cubic feet.
- (iv) The cumulative total of any ground-mounted equipment along with the associated equipment on any pole or nonpole structure does not exceed 35 cubic feet.
- (v) The following types of associated ancillary equipment are not included in the calculation of equipment volume:
 - (I) Electric meters and any required pedestal.
 - (II) Concealment elements.
 - (III) Any telecommunications demarcation box.
 - (IV) Grounding equipment.
 - (V) Power transfer switch.
 - (VI) Cutoff switch.
 - (VII) Vertical cable runs for the connection of power and other services.
 - (VIII) Equipment concealed within an existing building or structure.

“Small cell” includes a micro wireless facility.

“Small cell” does not include the following:

- (i) Wireline backhaul facility, which is defined to mean a facility used for the transport of communications data by wire from wireless facilities to a network.
- (ii) Coaxial or fiber optic cables that are not immediately adjacent to or directly associated with a particular antenna or collocation.
- (iii) Wireless facilities placed in any historic district listed in the National Park Service Certified State or Local Historic Districts or in any historical district listed on the California Register of Historical Resources or placed in coastal zones subject to the jurisdiction of the California Coastal Commission.
- (iv) The underlying vertical infrastructure.

“Stealth” means concealment techniques that completely screen all transmission equipment from public view and integrate the transmission equipment with the surrounding natural and/or built environment such that, given the particular context, the average, untrained observer does not recognize the existence of the wireless telecommunications facility or concealment technique. These facilities are so integrated and well-hidden that the average, untrained observer would need special knowledge to recognize their existence. Stealth concealment techniques include, but are not limited to:

(1) transmission equipment placed completely within existing architectural features such that the installation causes no visible change to the underlying structure and (2) new architectural features that mimic the underlying building in architectural style, physical proportion and quality of construction materials. Architectural features commonly used as stealth concealment include, but are not limited to, church steeples, cupolas, bell towers, clock towers, pitched faux-roofs, water tanks and flagpoles. Further, whether a wireless facility qualifies as a stealth facility depends on the context that exists at a given location and is evaluated on a case-by-case basis.

“Substantial change” means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(7), as may be amended, which states a modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

(i) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;

(A) Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to February 22, 2012, the date that Congress passed Section 6409(a) of the Middle Class Tax Relief and Job Creation Act (aka the Spectrum Act).

(ii) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

(iii) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

(iv) It entails any excavation or deployment outside the current site;

(v) It would defeat the concealment elements of the eligible support structure as determined by the city; or

(vi) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification

that is non-compliant only in a manner that would not exceed the thresholds identified in (i) through (iv) in this definition.

“Transmission equipment” means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(8), as may be amended, which defines that term as equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

“Tower” means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(9), as may be amended, which defines that term as any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. Examples include, but are not limited to, freestanding mast, pole, monopole, guyed tower, lattice tower, freestanding tower, or other structure designed and primarily used to support wireless telecommunications facility antennas.

“Utility pole” means any pole or tower owned by any utility company that is primarily used to support wires or cables necessary to the provision of electrical or other utility services regulated by the California Public Utilities Commission.

“Vertical infrastructure” means all poles or similar facilities in the public rights-of-way meant for, or used in whole or in part for, communications services, electrical service, lighting, traffic control or similar functions.

“Wireless telecommunications facility” means equipment installed for the purpose of providing wireless transmission of voice, data, images, or other information including, but not limited to, cellular telephone service, personal communications services, and paging services, consisting of equipment and network components such as towers, utility poles, transmitters, base stations, and emergency power systems. It includes, but is not limited to, antennas and/or other types of equipment for the transmission or receipt of such signals, telecommunications towers or similar structures supporting such equipment, equipment cabinets, pedestals, meters, tunnels, vaults, splice boxes, surface location markers, related transmission equipment, equipment buildings, parking areas, and other accessory development.

SECTION 157.03 – Applicability

- A. This chapter applies to the design, siting, construction, or modification of any and all wireless telecommunications facilities as follows:

1. All facilities for which applications were not approved prior to [date passed by CC], 2017 shall be subject to and comply with all provisions of this chapter.
 2. All facilities for which applications were approved by the City prior to [date passed by CC], 2017 shall not be required to obtain a new or amended permit until such time as a provision of this code so requires. Any wireless telecommunications facility that was lawfully constructed prior to [date passed by CC], 2017 that does not comply with the standards, regulations, and/or requirements of this division shall be deemed a nonconforming use and shall also be subject to the provisions of sections 155.385 through 155.404.
 3. All facilities for which applications have been previously approved, but are now or hereafter: (a) expanded or (b) modified by the installation of additional antennas, larger antennas or more powerful antennas, or (c) when one or more bands of service are activated shall comply with this chapter.
- B. All facilities, notwithstanding the date approved, shall be subject immediately to the provisions of this chapter governing the operation and maintenance (Section 157.09), cessation of use and abandonment (Section 157.11), and removal and restoration (Section 157.12) of wireless telecommunications facilities; provided, however, that in the event a condition of approval conflicts with a provision of this division, the condition of approval shall control until the permit is amended, expired, or revoked.
- C. This chapter does not apply to the following:
1. Facilities owned and operated by the city for its use;
 2. Amateur radio facilities;
 3. Over the Air Reception Devices ("OTARD") antennas;
 4. Wireless facilities installed completely indoors and intended to extend signals for personal wireless services in a personal residence or a business (such as femtocell or indoor distributed antenna system);
 5. Wireless facilities or equipment owned and operated by CPUC-regulated electric companies for use in connection with electrical power generation, transmission and distribution facilities subject to CPUC General Order 131-D.
 6. Any entity legally entitled to an exemption pursuant to state or federal law or governing franchise agreement.
- D. Relationship to other chapters. This chapter shall supersede all conflicting requirements of other titles and chapters of this Code regarding the locating and permitting of wireless telecommunications facilities.

SECTION 157.04 – Wireless Telecommunications Facility Permit Requirements

- A. *Wireless Telecommunications Facility Conditional Use Permit.* All wireless telecommunications facilities are subject to the granting of a conditional use permit. Wireless Telecommunications Facility Conditional Use Permits are subject to Planning Commission approval unless otherwise provided for in this chapter.
- B. *Administrative Wireless Telecommunications Facility Permit.* An Administrative Wireless Telecommunications Facility Permit, subject to the Director's approval,

may be issued for new facilities or collocations or modifications to existing facilities that meet the following criteria:

1. The facility is a small cell located within the public right-of-way.
 2. The facility qualifies as an eligible facilities request as defined in this chapter.
- C. In the event that the Director determines that any application submitted for an Administrative Wireless Telecommunications Facility Permit does not meet the criteria of this Code, the Director shall convert the application to a Wireless Telecommunications Facility Conditional Use Permit application and refer it to the Planning Commission. Additional submittal materials may be required.
- D. *Other Permits Required.* In addition to any permit that may be required under this chapter, the applicant must obtain all other required prior permits or other approvals from other city departments, or state or federal agencies. Any permit granted under this chapter is subject to the conditions and/or requirements of other required prior permits or other approvals from other city departments, state or federal agencies.
- E. *Procedures for a Duly Filed Application.* Any application for a Wireless Telecommunications Facility will not be considered duly filed unless submitted in accordance with the procedures in this Section 157.04(E).
1. *Pre-Submittal Conference.* Before application submittal, the applicant must schedule and attend a pre-submittal conference with the Director for all proposed projects on new support structures in the public rights-of-way. Pre-submittal conferences for all other proposed projects are encouraged but not required. The pre-submittal conference is intended to streamline the review process through informal discussion that includes, without limitation, the appropriate project classification and review process, any latent issues in connection with the proposed or existing wireless tower or base station, including compliance with generally applicable rules for public health and safety; potential concealment issues or concerns (if applicable); coordination with other city departments responsible for application review; and application completeness issues. To mitigate unnecessary delays due to application incompleteness, applicants are encouraged (but not required) to provide draft applications or other materials so that city staff may provide informal feedback and guidance about whether such applications or other materials may be incomplete or unacceptable. The Director shall use reasonable efforts to provide the applicant with an appointment within five working days after the Director receives a written request and any applicable fee or deposit to reimburse the city for its reasonable costs to provide the services rendered in the pre-submittal conference.
 2. *Appointment Required.* All applications for a Wireless Telecommunications Facility shall be submitted to the city at a pre-scheduled appointment with the Director. Applicants may submit one application per appointment, but may schedule successive appointments for multiple applications whenever feasible and not prejudicial to other applicants. Any application received without an appointment or a pre-submittal conference, whether delivered in-

person, by mail or through any other means, will not be considered duly filed.

- F. *Applications Deemed Withdrawn.* To promote efficient review and timely decisions, any application governed under this chapter will be automatically deemed withdrawn by the applicant when the applicant fails to tender a substantive response to the Director within 90 calendar days after the Director deems the application incomplete in a written notice to the applicant. The Director may, in the Director's discretion, grant a written extension for up to an additional 30 calendar days when the applicant submits a written request prior to the 90th day that shows good cause to grant the extension. Delays due to circumstances outside the applicant's reasonable control will be considered good cause to grant the extension.
- G. *Application Requirements.* All applicants for a Wireless Telecommunications Facility shall submit all the content, information, materials and fees required by the Director for the application. The Planning Commission authorizes the Director to develop, publish and from time-to-time update or amend permit application forms, checklists, informational handouts and other related materials that the Director finds necessary, appropriate or useful for processing any application governed under this Section. The Planning Commission further authorizes the Director to establish other reasonable rules and regulations, which may include regular hours for appointments with applicants, as the Director deems necessary or appropriate to organize, document and manage the application intake process. All such permit application forms, checklists, informational handouts, rules and regulations must be in written form and made available on the city's website and/or in-person at the Planning and Development Department to provide applicants with prior notice.

SECTION 157.05 – Findings; Limited Exceptions

- A. *Required Findings for Approval.* The approval authority may approve or conditionally approve any application for a Wireless Telecommunications Facility Conditional Use Permit or Administrative Wireless Telecommunications Facility Permit when the approval authority finds that:
 - 1. The proposed wireless telecommunications facility will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the city in general.
 - 2. The proposed wireless telecommunications facility has been designed to achieve compatibility with the community to the maximum extent reasonably feasible.
 - 3. The location of the wireless telecommunications facility on alternative sites will not increase community compatibility or is not reasonably feasible.
 - 4. The proposed wireless telecommunications facility is necessary to close a significant gap in coverage, increase network capacity, or maintain service quality, and is the least intrusive means of doing so.
- B. *Limited Exception.* The city recognizes that federal law prohibits a permit denial when it would effectively prohibit the provision of personal wireless services and

the applicant proposes the least intrusive means to provide such services. In the event that an applicant asserts that strict compliance with any provision in this chapter, as applied to a specific proposed wireless facility, would effectively prohibit the provision of personal wireless services, the approval authority may grant a limited, one-time exception from strict compliance subject to the provisions in this chapter. The approval authority shall not grant any exception unless the applicant demonstrates all of the following with clear and convincing evidence:

1. The proposed wireless facility qualifies as a "personal wireless services facility" as defined by the United States Code, Title 47, section 332(C)(7)(C)(ii), as may be amended or superseded;
2. The applicant has provided the city with a reasonable and clearly defined technical service objective to be achieved by the proposed wireless telecommunications facility;
3. The applicant has provided the city with a written statement that contains a detailed and fact-specific explanation as to why the proposed wireless telecommunications facility cannot be deployed in compliance with the applicable provisions in this chapter;
4. The applicant has provided the city with a meaningful comparative analysis with the factual reasons why all alternative location(s) and/or design(s) identified by the city or otherwise identified in the administrative record, including but not limited to potential alternatives identified at any public meeting or hearing, are not technically feasible or potentially available to reasonably achieve the applicant's reasonable and clearly defined technical service objective to be achieved by the proposed wireless telecommunications facility; and
5. The applicant has demonstrated to the city that the proposed location and design is the least non-compliant configuration that will reasonably achieve the applicant's reasonable and clearly defined technical service objective to be achieved by the proposed wireless telecommunications facility, which includes without limitation a meaningful comparative analysis into multiple smaller or less intrusive wireless telecommunications facilities dispersed throughout the intended service area.

C. *Independent Consultant for Limited Exceptions.* The city shall have the right to hire, at the applicant's expense, an independent consultant to evaluate issues raised by the exception and to submit recommendations and evidence in response to the application.

Section 157.06 – Requirements for Facilities Outside the Public Right-of-Way

The City desires to promote cleanly organized and streamlined facilities using the smallest and least intrusive means available to provide wireless services to the community. All wireless telecommunications facilities located outside the public rights-of-way must comply with all applicable provisions in this section. In the event that any other law, regulation or code requires any more restrictive design and/or construction requirements, the most restrictive requirement will control.

A. *Preferred locations.* All applicants must, to the extent feasible, propose new wireless telecommunications facilities in locations according to the following preferences, ordered from most preferred to least preferred:

1. Manufacturing zones;
2. Commercial zones;
3. Agricultural zones;
4. Public Facilities zones;
5. Multiple Family zones;
6. Single Family zones.

No new facility may be placed in a less appropriate area unless the applicant demonstrates that no more appropriate location can feasibly serve the area the facility is intended to serve, provided that the city may authorize a facility to be established in a less appropriate location if doing so is necessary to prevent substantial aesthetic impacts.

B. *Preferred Support Structures.* In addition to the preferred locations described in Section 157.06(A), the City also expresses its preference for installations on certain support structures. The approval authority will take into account whether a more preferred support structure is technically feasible and potentially available. The City's preferred support structures are as follows, ordered from most preferred to least preferred:

1. Collocation on an existing non-tower structure;
2. Collocation on an existing tower;
3. New installations on existing buildings, utility structures, and other non-tower structures;
4. New freestanding towers.

Section 157.07 – Requirements for Facilities Within the Public Right-of-Way

The City desires to promote cleanly organized and streamlined facilities using the smallest and least intrusive means available to provide wireless telecommunications services to the community. All wireless telecommunications facilities in the public rights-of-way must comply with all applicable provisions in this chapter. In the event that any other law, regulation or code requires any more restrictive design and/or construction requirements, the most restrictive requirement will control.

A. *Preferred facility location.* All applicants must, to the extent feasible, propose new wireless telecommunications facilities in locations according to the following preferences, ordered from most preferred to least preferred:

1. Within or abutting commercial or manufacturing zones not requiring any modifications to the existing location of any infrastructure or landscaping;
2. Within or abutting commercial or manufacturing zones requiring only minor alterations to the existing infrastructure or landscaping (including planter size);
3. Within or abutting an agricultural zone;
4. Within or abutting a Public Facilities zone;

5. Abutting sensitive uses, such as historical sites, schools, daycare facilities, playgrounds, etc.
6. Within or abutting residential zones;

No new facility may be placed in a less appropriate location unless the applicant demonstrates that no more appropriate location can feasibly serve the area the facility is intended to serve, provided that the city may authorize a facility to be established in a less appropriate location if doing so is necessary to prevent substantial aesthetic impacts.

- B. *Preferred Antenna location.* All applicants must, to the extent feasible, propose antennas in locations according to the following preferences, ordered from most preferred to least preferred:

1. On an existing utility pole;
2. On an existing street light;
3. On new vertical infrastructure that is not replacing existing vertical infrastructure. An exception shall be required to place new vertical infrastructure within the rights-of-way.

No new antennas may be placed in a less appropriate location unless the applicant demonstrates that no more appropriate location can feasibly serve the area the antennas are intended to serve, provided that the city may authorize antennas to be established in a less appropriate location if doing so is necessary to prevent substantial aesthetic impacts.

- C. *Preferred Equipment location.* All applicants must, to the extent feasible, propose equipment in locations according to the following preferences, ordered from most preferred to least preferred:

1. Within a below-grade equipment vault, vault must be flush with grade;
2. Mounted on the subject vertical infrastructure;
3. In an existing ground-mounted (grade-level) equipment cabinet or enclosure, with no expansion or additional cabinets to be added;
4. Within a new equipment cabinet or enclosure mounted at grade. An exception shall be required to place a new equipment cabinet or enclosure mounted at grade.

No new equipment may be placed in a less appropriate location unless the applicant demonstrates that no more appropriate equipment location can feasibly serve the facility, provided that the city may authorize equipment to be established in a less appropriate location if doing so is necessary to prevent substantial aesthetic impacts.

- D. *Exception required.* Wireless telecommunications facilities are strongly disfavored in certain areas. Therefore, the following locations are permitted only when an exception has been granted pursuant to Section 157.05 (B).

1. Within center medians;
2. Along Telegraph Road;
3. Mounted on bridges;
4. Mounted on traffic signals;
5. Mounted on new vertical infrastructure that is not replacing existing vertical infrastructure;

6. New equipment cabinet or enclosure mounted at grade.
- E. *No interference with public rights-of-way.* In no case shall any part of a wireless telecommunications facility alter vehicular circulation or parking within the public rights-of-way, nor shall it impede vehicular and/or pedestrian access or visibility along any public right-of-way. No permittee shall locate or maintain wireless telecommunications facilities to unreasonably interfere with the use of city property or the public rights-of-way by the city, by the general public or by other persons authorized to use or be present in or upon the public rights-of-way. Unreasonable interference includes disruption to vehicular, bicycle, or pedestrian traffic on city property or the public rights-of-way, interference with public utilities, and any such other activities that will present a hazard to public health, safety or welfare when alternative methods of construction would result in less disruption. All such facilities shall be moved by the permittee, at the permittee's cost, temporarily or permanently, as determined by the Director of Public Works or Director of Planning.

SECTION 157.08 – Design and Development Standards

All wireless telecommunications facilities shall be designed, located and maintained to minimize visual, aesthetic, noise, and other impacts on the surrounding community. They shall be planned, designed, located, and erected in accordance with the following:

A. *General Guidelines*

1. No new wireless telecommunications facility may be located in areas where collocation on existing facilities would provide equivalent coverage, new capacity, and service quality with less environmental or aesthetic impact.
2. The overall development footprint of a wireless telecommunications facility shall be as small as technically feasible.
3. There may be no net loss of required parking or landscaping when siting a wireless telecommunications facility.
4. The applicant shall employ screening, undergrounding, and stealth design techniques in the design and placement of a wireless telecommunications facility in order to minimize its visual intrusiveness and negative aesthetic impact.
5. Screening shall be designed to be architecturally compatible with surrounding structures using appropriate techniques to camouflage, disguise, and/or blend into the environment, including landscaping, color, and other techniques to minimize the facility's visual impact, as well as be compatible with the architectural character of the surrounding buildings or structures in terms of color, size, proportion, style and quality.
6. All facilities shall have subdued colors and non-reflective materials that blend with the materials and colors of the surrounding area and structures.

- B. *Design Guidelines.* The city shall promulgate additional detailed Design Guidelines for the design and installation of wireless telecommunications facilities, which the city shall consider in reviewing an application. The Design Guidelines will accord with this chapter but will provide greater detail, description, and examples of

acceptable wireless facilities. In addition, the Design Guidelines shall provide administrative and procedural guidance to applicants such as a list of minimum application requirements. The provisions in this section shall not limit or prohibit the city's discretion to promulgate and make publicly available other information, materials, or requirements in addition to, and separate from, the Design Guidelines.

- C. The Design Guidelines shall be reviewed and approved by the Planning Commission before being finalized. The Director shall have authority to update or supplement the Design Guidelines to address relevant changes in law, technology, or administrative processes. Any revisions to the Design Guidelines that would materially modify the physical design requirements for wireless telecommunications facilities to make them more obtrusive or materially modify the standards and locations for wireless telecommunications facilities shall be presented to the Planning Commission for review and approval. In the event of any conflict between the Design Guidelines and the standards articulated in this chapter of the Santa Fe Springs Municipal Code, the language of this chapter takes precedence over the language of the Design Guidelines.
- D. *Speculative Equipment Prohibited.* The city finds that the practice of "pre-approving" wireless equipment or other improvements that the applicant does not presently intend to install but may wish to install at some undetermined future time does not serve the public's best interest. The city shall not approve any equipment or other improvements in connection with a wireless telecommunications facility permit when the applicant does not actually and presently intend to install such equipment or construct such improvements.

Section 157.09 – Operation and Maintenance Standards.

All wireless telecommunications facilities must comply at all times with the following operation and maintenance standards.

- A. *Repairs.* Unless otherwise provided herein, all necessary repairs and restoration shall be completed by the permittee, owner, operator or any designated maintenance agent within forty-eight (48) hours:
 - 1. After discovery of the need by the permittee, owner, operator or any designated maintenance agent; or
 - 2. After permittee, owner, operator or any designated maintenance agent receives notification from the city.
- B. *Contact information.* Each permittee of a wireless telecommunications facility shall provide the city with the name, title, direct phone number, mailing address, email address and 24-hour local or toll free contact phone number of the permittee, the owner, the operator and the agent responsible for the maintenance of the facility ("contact information"). Contact information shall be updated within seven (7) days of any change.
- C. *Good Condition.* All facilities, including, but not limited to, telecommunications towers, poles, accessory equipment, lighting, fences, walls, shields, cabinets,

artificial foliage or camouflage, and the facility site shall be maintained in good condition, including ensuring the facilities are reasonably free of:

1. General dirt and grease;
 2. Chipped, faded, peeling, and cracked paint;
 3. Rust and corrosion;
 4. Cracks, dents, and discoloration;
 5. Missing, discolored or damaged artificial foliage or other camouflage;
 6. Graffiti, bills, stickers, advertisements, litter and debris;
 7. Broken and misshapen structural parts; and
 8. Any damage from any cause.
- D. *Landscaping.* All trees, foliage or other landscaping elements approved as part of the facility shall be maintained in good condition at all times. The permittee, owner and operator of the facility shall be responsible for replacing any damaged, dead or decayed landscaping within five (5) calendar days after written notice from the City. No amendment to any approved landscaping plan may be made until it is submitted to and approved by the Director.
- E. *Replacement.* The permittee shall replace its facilities, after obtaining all required permits, if maintenance or repair is not sufficient to return the facility to the condition it was in at the time of installation.
- F. *Routine Inspections.* Each facility shall be operated and maintained to comply with all conditions of approval. Each owner or operator of a facility shall routinely inspect each site to ensure compliance with the same and the standards set forth in this chapter.

SECTION 157.10 – Permit Expiration

- A. Unless California Government Code § 65964(b), as may be amended, authorizes the city to issue a permit with a shorter term, a permit for any wireless telecommunications facility shall be valid for a period of ten (10) years, unless pursuant to another provision of this Code it lapses sooner or is revoked. At the end of ten (10) years from the date of issuance, such permit shall automatically expire.
- B. The city's approval of an Administrative Wireless Telecommunications Permit constitutes a federally-mandated modification to the underlying permit or approval of the tower or base station. The city's approval of an Administrative Wireless Telecommunications Permit will not extend the permit term for any underlying permit or other regulatory approval, and its term shall be coterminous with the underlying permit or other regulatory approval for the subject tower or base station.
- C. A permittee may apply for a new permit within one hundred and eighty (180) days prior to expiration. Said application and proposal shall comply with the city's current code requirements for wireless telecommunications facilities.

SECTION 157.11 - Cessation of Use or Abandonment

- A. A wireless telecommunications facility is considered abandoned and shall be promptly removed as provided herein if it ceases to provide wireless telecommunications services for ninety (90) or more consecutive days unless the permittee has obtained prior written approval from the city which shall not be unreasonably denied.
- B. The operator of a facility shall notify the city of its intent to abandon or cease use of a permitted site or a nonconforming site (including unpermitted sites) sixty (60) days prior to the final day of use. Said notification shall be in writing, shall specify the date of termination and shall include reference to the applicable permit number.

SECTION 157.12 – Removal and Restoration – Permit Expiration, Revocation or Abandonment

- A. Upon the expiration date of the permit, including any extensions, earlier termination or revocation of the permit or abandonment of the facility, the permittee, owner or operator shall remove its wireless telecommunications facility and restore the site to the condition that existed prior to the installation of the wireless telecommunications facility, or collocated portion thereof, except for retaining landscaping improvements or any other improvements at the discretion of the city. Removal shall be in accordance with applicable health and safety requirements and all ordinances, rules, and regulations of the city. The facility shall be removed from the property, at no cost or expense to the city.
- B. Failure of the permittee, owner or operator to promptly remove its facility and restore the property within six (6) months after expiration, earlier termination or revocation of the permit, or abandonment of the facility, shall be a violation of this Code. Upon a showing of good cause, an extension may be granted by the city where circumstances are beyond the control of the permittee after expiration.
- C. *Summary Removal.* In the event the city determines that the condition or placement of a wireless telecommunications facility located in the public right-of-way constitutes a dangerous condition, obstruction of the public right-of-way, or an imminent threat to public safety, or determines other exigent circumstances require immediate corrective action, the city may cause the facility to be removed summarily and immediately without advance notice or hearing. Written notice of the removal shall include the basis for the removal and shall be served upon the permittee and person who owns the facility within five (5) business days of removal and all property removed shall be preserved for the owner's pick-up as feasible. If the owner cannot be identified following reasonable effort or if the owner fails to pick-up the property within sixty (60) days, the facility shall be treated as abandoned property.
- D. *Removal of Facilities by City.* In the event the city removes a facility in accordance with nuisance abatement procedures or summary removal, any such removal shall be without any liability to the city for any damage to such facility that may result from reasonable efforts of removal. Unless otherwise provided herein, the city has

no obligation to store such facility. Neither the permittee, owner nor operator shall have any claim if the city destroys any facility not timely removed by the permittee, owner or operator after notice, or removed by the city due to exigent circumstances.

Section 157.13 – Standard Conditions of Approval

The City may add or modify conditions of approval as necessary or appropriate to protect and promote the public health, safety, and welfare. All facilities approved under this chapter shall be subject to the following conditions:

- A. *Permit Term.* This permit will automatically expire 10 years and one day from its issuance, except when California Government Code § 65964(b), as may be amended or superseded in the future, authorizes the City to establish a shorter term for public safety or substantial land use reasons. Any other permits or approvals issued pursuant to Section 6409(a) in connection with any collocation, modification or other change to this wireless facility, which includes without limitation any permits or other approvals deemed-granted under federal law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law. Upon a written application from the applicant, the approval authority shall renew this permit for an additional 10-year term if the facility is in compliance with all local, state and federal laws at the time the permit expires.
- B. *Build-Out Period.* This permit will automatically expire one year from the approval or deemed-granted date unless the permittee obtains all other permits and approvals required to install, construct and/or operate the approved wireless telecommunications facility, which includes without limitation any permits or approvals required by the any federal, state or local public agencies with jurisdiction over the subject property, the wireless telecommunications facility or its use. The Director may grant one written extension to a date certain when the permittee shows good cause to extend the limitations period in a written request for an extension submitted at least 30 days prior to the automatic expiration date in this condition.
- C. *Compliance with Approved Plans.* Before the permittee submits any applications to the Building Department, the permittee must incorporate this permit, all conditions associated with this permit and the approved photo simulations into the project plans (the "Approved Plans"). The permittee must construct, install and operate the wireless facility in substantial compliance with the Approved Plans. Any alterations, modifications or other changes to the Approved Plans, whether requested by the permittee or required by other departments or public agencies with jurisdiction over the wireless facility, are subject to the Director's prior review and approval, who may refer the request to the original approval authority if the Director finds that the requested alteration, modification or other change substantially deviates from the Approved Plans or implicates a significant or substantial land-use concern.

- D. *Post-Installation Final Inspection.* The permittee shall obtain a final inspection by the Director to ensure the facility is built in accordance with the Approved Plans. If the facility is not constructed as conditioned, the Director reserves the right to withhold finalizing the Building Permit until the facility is modified to comply with all plans and conditions.
- E. *Maintenance Obligations; Vandalism.* The permittee shall keep the site, which includes without limitation any and all improvements, equipment, structures, access routes, fences and landscape features, in a neat, clean and safe condition in accordance with the Approved Plans and all conditions in this permit. Any concealment elements shall be kept in "like new" condition at all times. The permittee shall keep the site area free from all litter and debris at all times. The permittee, at no cost to the City, shall remove and remediate any graffiti or other vandalism at the site within 48 hours after the permittee receives notice or otherwise becomes aware that such graffiti or other vandalism occurred. The permittee and property owner shall maintain any and all landscape features in accordance with an approved landscape plan, if any, and shall replace dying or dead trees, foliage or other landscape elements shown on the Approved Plans within five (5) calendar days after written notice from the City.
- F. *Compliance with Laws.* The permittee shall maintain compliance at all times with all federal, state and local statutes, regulations, orders or other rules that carry the force of law ("Laws") applicable to the permittee, the subject property, the wireless telecommunications facility or any use or activities in connection with the use authorized in this permit, which includes without limitation any Laws applicable to human exposure to RF emissions. The permittee expressly acknowledges and agrees that this obligation is intended to be broadly construed and that no other specific requirements in these conditions are intended to reduce, relieve or otherwise lessen the permittee's obligations to maintain compliance with all Laws. In the event that the City fails to timely notice, prompt or enforce compliance with any applicable provision in the California Building Code, Santa Fe Springs Municipal Code, Fire Code, any permit, any permit condition, or any applicable law or regulation, the applicant or permittee will not be relieved from its obligation to comply in all respects with all applicable provisions in any such permit, permit condition or any applicable law or regulation.
- G. *Adverse Impacts on Other Properties.* The permittee shall use all reasonable efforts to avoid any and all undue or unnecessary adverse impacts on nearby properties that may arise from the permittee's or its authorized personnel's construction, installation, operation, modification, maintenance, repair, removal and/or other activities at the site. The permittee shall not perform or cause others to perform any construction, installation, operation, modification, maintenance, repair, removal or other work that involves heavy equipment or machines except during normal construction hours in accordance with Santa Fe Springs Municipal Code Sections 155.424 and 155.425. The restricted work hours in this condition will not prohibit any work required to prevent an actual, immediate harm to property or persons, or any work during an emergency declared by the City. The Director

or the Director's designee may issue a stop work order for any activity that violates this condition.

- H. *Backup Power; Generators.* After obtaining all necessary permits, the permittee may operate backup power generators only during (1) commercial power outages or (2) for maintenance purposes during normal construction hours in accordance with Santa Fe Springs Municipal Code Sections 155.424 and 155.425. The Director may approve a temporary power source and/or generator in connection with initial construction or major repairs.
- I. *Inspections; Emergencies.* The permittee expressly acknowledges and agrees that the City's officers, officials, staff or other designee may enter onto the site and inspect the improvements and equipment upon reasonable prior notice to the permittee, or at any time during an emergency. The City's officers, officials, staff or other designee may, but will not be obligated to, enter onto the site area without prior notice to support, repair, disable or remove any improvements or equipment in emergencies or when such improvements or equipment threatens actual, imminent harm to property or persons; provided, however, that even in such emergency circumstances, the City shall use reasonable efforts to notify the permittee prior to such entry to the extent practicable under the circumstances. The permittee, if present, may observe the City's officers, officials, staff or other designee while any such inspection or emergency access occurs.
- J. *Permittee's Contact Information.* The permittee shall provide the city with the name, title, direct phone number, mailing address, email address and 24-hour local or toll free contact phone number of the permittee, the owner, the operator and the agent responsible for the maintenance of the facility. Contact information shall be updated within seven (7) days of any change.
- K. *Indemnification.* The applicant, permittee, operator of a facility, and property owner (when applicable) agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards arising from or in any way related to the wireless telecommunications facility, or any actions or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the applicant, permittee, operator of a facility, and property owner of such claim, action or proceeding, and shall cooperate fully in the defense thereof.
- L. *Transfer of Use.* The Department of Planning and Development shall be notified in writing of any transfer or lease of the wireless telecommunications facility. The permittee shall promptly provide a copy of the permit to the transferee or lessee and shall insure that lessee or other user(s) understands and agrees to comply with the terms and conditions of this permit.
- M. *Removal of Discontinued Use.* In the event that the use of a Wireless Telecommunications Facility is discontinued, the permittee shall provide written notice to the Director of its intent to discontinue use sixty (60) days prior to the final day of use. The permittee shall promptly remove the facility, repair any damage to

the premises caused by such removal, and restore the premises to its pre-facility condition so as to be in conformance with all applicable zoning codes at the permittee's expense. All such removal, repair and restoration shall be completed within six (6) months after the use is discontinued, and shall be performed in accordance with all applicable health and safety code requirements.

Additional conditions for wireless telecommunications facilities within the rights-of-way:

- N. *Taxes and assessments.* To the extent taxes or other assessments are imposed by taxing authorities on the use of city property as a result of an applicant's use or occupation of the rights-of-way, the applicant shall be responsible for payment of such taxes, payable annually unless otherwise required by the taxing authority.
- O. *Undergrounded Utilities.* In the event that other public utilities or cable television operators in the public rights-of-way where the permittee's wireless facility is located underground their facilities, the permittee must underground its equipment except the antennas and antenna supports. Such undergrounding shall occur at the permittee's sole cost and expense except as reimbursed pursuant to law.
- P. *Electric Meter Removal.* In the event that the commercial electric utility provider adopts or changes its rules obviating the need for a separate electric meter and enclosure, the permittee on its own initiative and at its sole cost and expense shall apply to the City for permission to remove the separate electric meter and enclosure and restore the affected area to its original condition.
- Q. *Existing infrastructure restoration.*
 - 1. Upon installation of the new work, the contractor shall restore the street and/or alley pavement as required in full and complete compliance with the approved Encroachment Permit and Wireless Telecommunications Facility Permit for use of the public right-of-way, and to the satisfaction of the Director of Public Works.
 - 2. Upon installation of the new work, the contractor shall restore all concrete walks, driveway aprons, and "collector strips" as required in full and complete compliance to the satisfaction of the Director of Public Works.
 - 3. Upon installation of the new work, the contractor shall restore all trees, landscaping, lawns and/or sod strips to the satisfaction of the Director of Public Works.

SECTION 4. Except as amended above, all other provisions of the Land Use Regulations in the Santa Fe Springs Municipal Code shall remain in full force and effect.

SECTION 5. Nothing in this ordinance shall be interpreted to mean that the City's permissive zoning scheme allows any other use not specifically listed therein.

SECTION 6. This Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it can be seen with certainty that there is no possibility that the adoption of an ordinance, in and of itself, will have a significant effect on the environment.

SECTION 7. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining sections or portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 8. To the extent the provisions of the Santa Fe Springs Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 9. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this Ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

SECTION 10. This Ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7 of the California Constitution.

PASSED and ADOPTED this _____ day of _____, 2017, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

William K. Rounds
Mayor

ATTEST:

Janet Martinez, CMC
City Clerk



City of Santa Fe Springs

City Council Meeting

September 12, 2017

NEW BUSINESS

2018 Art Fest Event Consultant Services – Authorization to Advertise Request for Proposals

RECOMMENDATION

That the City Council authorize the Director of Community Services to request proposals to retain a consultant to provide professional services for the 2018 SFS Art Fest event.

BACKGROUND

Through the guidance of the Heritage Arts Advisory Committee (HAAC) and approval of City Council, the City will host its 6th annual SFS Art Fest event on May 4th, 2018. Over 250 artists have participated showcasing their different mediums of fine arts and an estimated 3,500 guests attend this festival.

Each year, the City has employed an art consultant to assist with the commissioning of all artists, art vendors, curation of artwork, handling and storing of artwork and engaging in a collaborative effort with the overall Art Fest event. The event will take place at the Clarke Estate which will follow the same format as previous years. A new event component in 2018 will be the implementation of an Art Walk to maintain the momentum and interest of the education, and culture of art in the community. The event will continue to highlight local artists where various art mediums are available for sale, local art vendors, entertainment, food and beverages.

The following are the anticipated services to be performed by the Consultant:

Pre-Art Fest Preparation:

- *Artist commissioning / recruitment* - "Calling All Artists"– Commission professional artists, recruit youth artists in local middle schools, high schools, colleges and non-profit organizations.
- *Recruitment of Pop-up Artist Vendors* - Recruit and secure pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.
- *Donations/Sponsorships/Silent Auction* – Solicit potential sponsorships, and donations for silent auction component.
- *Curation of art work* - Receive, review and approve artist applications, oversee cataloguing and documentation of all artwork, work with artists on providing proper packaging of art for transportation.



City of Santa Fe Springs

City Council Meeting

September 12, 2017

- *Marketing-* Collaborate with the City to market and promote 2018 SFS Art Fest through each parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the consultants name or business name.

Art Fest Event Implementation:

- *Drop off / Installation/ Pick up of art work* - Plan and coordinate with City staff to check-in, artwork drop, Installation and return of all unsold artwork.
- *Sales of Art* - Work collaboratively with City staff to conduct all sales of art at the Art Fest event.

Post Art Fest Event Evaluation Report:

- *Final Report/Post Evaluation* - Provide the City with a written analysis report of all participating artists.

Art Walk Development and Implementation:

- *Art Walk* - Work collaboratively with City staff in the development of an art walk as a component of the 2018 SFS Art Fest event. The Art walk will be scheduled within the time frame of the consultant's service agreement and will be scheduled on a different day and time of the SFS Art Fest.

Meetings with City Staff:

- *Meetings with City Staff* - Consultant will meet with various City staff for planning and update purposes.

The Mayor may call upon Ed Ramirez, Family & Human Services Manager to answer any questions the Council may have.

FISCAL IMPACT

The funding needed to cover the cost for the 2018 Art Fest Consultant Services is included in the approved Public Art & Art Education program budget (6350-4400) for FY 2017-2018.



City of Santa Fe Springs

City Council Meeting

September 12, 2017



Don Powell
Interim City Manager

Attachment(s):

1. Cover –RFP 2018 Art Fest Consultant Services
2. 2018 SFS Art Fest Consultant Services – Request for Proposals
3. 2018 SFS Art Fest Consultant Services – Instructions to Bid
4. 2018 SFS Art Fest Consultant Services – Scope of Services

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

2018 SFS ART FEST EVENT CONSULTANT SERVICES



DEPARTMENT OF COMMUNITY SERVICES

**INQUIRIES REGARDING THIS PROJECT
MAY BE DIRECTED TO:
Ed Ramirez, Family & Humans Services Manager
City of Santa Fe Springs
9255 Pioneer Blvd.
Santa Fe Springs, CA 90670
Phone (562) 692-0261, Extension 3211**

REQUEST FOR PROPOSALS (RFP)

2018 ART FEST CONSULTANT SERVICES

The City of Santa Fe Springs ("City") is requesting proposals from qualified professional art consultants to provide planning, implementation and a post event evaluation report for the 2018 SFS Art Fest event. The Consultant's services will generally include Call to Artist recruitments (middle school students to Adults), secure and curate all artwork, recruit and secure artist vendors, assist in marketing efforts, and coordinate regular meetings with City representative(s). The work to be done by the Consultant shall be as specified in a Professional Services Agreement, to be issued by the City to the Consultant prior to starting any work.

The City of Santa Fe Springs invites proposals for the aforementioned services and will receive such proposals in the Community Services Department Office, City of Santa Fe Springs, Gus Velasco Neighborhood Center, 9255 Pioneer Blvd., Santa Fe Springs, California 90670, **until 3:00 p.m. on Monday, October 16, 2017.**

Interested proposers must submit six (6) copies of their proposal labeled "2018 Art Fest Event Consultant Services" to:

Maricela Balderas
Director of Community Services
City of Santa Fe Springs
9255 Pioneer Blvd.
Santa Fe Springs, CA 90670

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

The City reserves the right to reject any or all proposals, to waive any irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received and to take all proposals under advisement for a period of 30 days. The award, if made, will be made to the Consultant whose proposal best meets the service requirements of the RFP as determined by the City. The proposal submitted by the selected Consultant shall be incorporated as part of the final contract accordingly.

All questions regarding this project must be directed to Ed Ramirez, Family & Human Services Manager at (562) 692-0261 ext. 3211.

INSTRUCTIONS TO PROPOSERS

1. TIMELINE TO SOLICIT PROPOSALS

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

DESCRIPTION	DATE/TIME
Request for Proposals Released	Monday, September 14, 2017
Deadline to Submit Questions	Thursday, October 5, 2017 at 5:00 p.m.
Deadline to Receive Proposals	Monday, October 16, 2017 at 3:00 p.m.

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

2. PRE-SUBMITTAL MEETING

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

3. SUBMISSION OF PROPOSALS

To be considered, the Proposals must be received by the Department of Community Services, City of Santa Fe Springs, by 3:00 p.m. on Monday, October 16, 2017. Consultants must submit six (6) copies of their Proposal labeled "Proposal for 2018 Art Fest Consultant Services" to:

Maricela Balderas, Director of Community Services
City of Santa Fe Springs
9255 Pioneer Blvd.
Santa Fe Springs, CA 90670

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

4. DISSEMINATION OF REQUEST FOR PROPOSAL (RFP) INFORMATION

From time to time, the City may issue responses to requests for clarifications, questions, comments, and addenda to this Request for Proposals ("RFP"), or other material related to this solicitation. **By submitting a proposal, Consultants are deemed to have constructive knowledge and notice of all information pertaining to this RFP.**

5. ADDENDA TO THE RFP

Any change(s) to the requirements of this RFP initiated by the City will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any

resulting agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Consultants will be required to document that they are aware of all addenda issued by the City in their proposal.

6. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

A. Contact Person for the Project

All questions or contacts regarding this RFP must be directed to Mr. Ed Ramirez who can be reached at (562) 692-0261, ext. 3211 or by email at edmundramirez@santafesprings.org.

B. Clarifications of the RFP

Consultants are encouraged to promptly notify SFS of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Consultant require clarifications to this RFP, the Consultant shall notify the City in writing in accordance with Subsection "a" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued.

C. Submitting Requests

All questions must be submitted to the City by 5:00 p.m. on Thursday, October 5, 2017. The City is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email as long as they are received no later than the date and time specified above. The City is not liable for any late arrivals due to courier method or electronic delivery.

Requests for clarifications, questions and comments received after 4:00 p.m. on Thursday, October 5, 2017 will not be responded to.

D. City Responses

The City, in its sole discretion, will respond to requests for clarifications, questions and comments. Responses will be emailed to proposers on or before 5:00 p.m. on Tuesday, October 10, 2017.

7. COST OF PROPOSAL PREPARATION

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

- Preparing a Proposal and related information in response to this RFP;
- Submitting a Proposal to the City;

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

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

8. CONFLICT OF INTEREST

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

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

9. KEY PERSONNEL

It is imperative that key personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful completion of the referenced projects. The Consultant must identify all proposed key personnel in its Proposal. The Team must be well qualified and have sufficient experience in the areas described in the Scope of Services.

The City reserves the right to approve all key personnel individually for any and all projects authorized by the City as a result of this solicitation. After an agreement has been executed, the selected consultant may not replace any key staff without written approval from the City. The City must approve replacement staff before a substitute person is assigned to a project. The City reserves the right to require the

Consultant to replace a staff person assigned to the contract should the City consider replacement to be for the good of the project. Replacement staff will be subject to the City's approval prior to assignment by Consultant.

10. BASIS FOR AWARD OF CONTRACT

SFS intends to select the Consultant on the basis of demonstrated competence and professional qualifications in accordance with applicable State and Federal regulations. To that end, the contract is to be awarded to the Consultant whose proposal best meets the technical and service requirements of the RFP as determined by the City. Should an award be made, the proposal submitted by Consultant shall be incorporated as part of the final contract accordingly.

11. TERM OF AGREEMENT

The term of the Professional Services Agreement with the selected Consultant is eight (8) months, effective the date of executing the Agreement.

Compensation will be based on the fee schedule in the proposal. The consultant will provide an invoice clearly documenting the dates services are performed and description of services performed.

12. REQUIRED FORMAT FOR PROPOSALS

The City is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed fifteen (15) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display charts or samples of marketing materials. Font size shall not be smaller than 12 point for text. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

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

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

A. Letter of Offer

The Letter of Offer shall be addressed to Maricela Balderas, Director of Community Services, City of Santa Fe Springs, and at a minimum, must contain the following:

- Identification of Consultant, including name, address and telephone number.

- Name, title, address, and telephone number of contact person.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Identification of all proposed sub-consultants or subcontractors, including legal name of the company, address and contact person.
- Acknowledgement that Consultant is obligated by all addenda to this RFP.
- A statement that the Proposal submitted shall remain valid for forty five (45) calendar days from the submittal deadline.
- Signature of a person authorized to bind Consultant to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Consultant

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

- Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Consultant's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Consultant's ability to provide Aft Fest Consulting services.
- Provide a list of previous projects in which the Consultant and sub consultants have worked together. The list should clearly identify the previous projects and include a summary of the roles and responsibilities of each party.
- Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.

C. Proposed Staffing and Project Organization

This section of the Proposal should establish the method that will be used by

the Consultant to organize and provide the 2018 SFS Art Fest Consulting Services. In addition, this section should also identify key personnel to be assigned and their qualifications and experience.

The Proposal should include the following information:

- The education, experience and applicable professional credentials of project staff. Include applicable professional credentials of “key” staff.
- Brief resumes, not more than two (2) pages each, for the individuals proposed as key personnel. Key personnel must have extensive knowledge and experience with event planning and curation of art.
- A statement that key personnel will be available to the extent proposed for the duration of the 2018 SFS Art Fest Consultant Services and an acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the City. Identify any constraints, conflicts or situations that would prevent the Consultant from being able to begin work on this assignment.

D. Consultants and/or Sub-consultants

The City desires to enter into a contract with one Consultant that will be responsible for all work, products, and services. There is to be no assignment of any aspect of this event without the prior written authorization of the City. If the Consultant plans on using consultants and/or subcontractors as part of its implementation plan, then company profile, name, address, and telephone for all consultants and/or subcontractors providing support during the term of this project is required. Define the responsibilities and give a description of services to be provided by consultants and/or subcontractors. Describe the Firm’s business and reporting relationship with any consultants and/or subcontractors. Include references and resumes for all third party Firms in your proposal. The City has the right to accept or reject any changes made to the proposed project team members, including the use of consultants and/or subcontractors.

E. Work Approach

This section of the Proposal shall include a narrative that addresses the Scope of Services and demonstrates that Consultant understands the scope of this project. More specifically, the Proposal should include the Consultant’s general approach for completing the activities specified in the Scope of Services. The work approach shall be of sufficient detail to demonstrate Consultant’s ability to accomplish the project tasks.

F. Client References

List your three (3) most recent similar clients (including name, address, contact person, and phone number). The City is most interested in government and California clients and may randomly select agencies to contact from your list as part of the evaluation process.

G. Appendices

This part shall include brief resumes of proposed staff. Consultant information and general marketing materials will not be considered in the ranking of the Proposals.

H. Rights to Materials

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

13. PROPOSAL EVALUATION PROCESS AND CRITERIA

A. GENERAL

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

B. EVALUATION CRITERIA

- Completeness of proposal.
- Consultant and key project team member's experience in performing similar work.
- Consultant and key project team member's record in accomplishing work assignments for projects.
- Consultant's demonstrated understanding of the scope of work.
- Quality of work previously performed by the firm as verified by reference checks.
- Relevant project experience.
- Fee proposal.

C. EVALUATION AND RANKING

After evaluating all proposals received, the City will rank the submittals and

the three (3) most qualified Consultants will be invited to an interview with the City Evaluation Committee.

D. INTERVIEW

The Consultant should have available the project manager and key project personnel to discuss the following:

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

E. FINAL SELECTION

The final selection will be the consultant which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.

14. EXCEPTIONS OR ADDITIONS

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

15. INSURANCE REQUIREMENTS

Prior to the start of contract negotiations, the highest qualified Consultant will be required to submit to the City the required insurance certificates for the Consultant and its team. Insurance certificates will also be required, in advance, for any Consultant subsequently identified for negotiations with the City.

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

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

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident

- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per occurrence.

16. RIGHTS OF THE CITY

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

- The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone proposal openings for its own convenience.
- The right to request or obtain additional information about any and all proposals.
- The right to conduct a back ground check of any Consultant. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential candidate.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.
- The right to disqualify any potential candidate on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the City.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.

- Although cost is an important factor in deciding which proposal will be selected, it is only one of the criteria used to evaluate consultants. City reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
- City reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level or additional services.

This RFP is not a contract or commitment of any kind by the City. This RFP does not commit the City to enter into negotiations with any consultant and the City makes no representations that any contract will be awarded to any consultant that responds to this RFP. Proposals received by the City are public information and will be made available to any person upon request after the City has completed the proposal evaluation. Submitted proposals are not to be copyrighted.

Should a contract be subsequently entered into between the City and Consultant, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California. The successful Consultant shall secure a City of Santa Fe Springs business license through the City's Finance and Administrative Services Department at the time the contract is awarded.

Waiver of Proposals

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

17. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Consultant acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Consultant believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.** Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

2018 ART FEST EVENT CONSULTANT SERVICES SCOPE OF SERVICES

The Consultant's services will generally include Call to Artist recruitments (professional, middle school students to Adults), secure and curate all artwork, recruit and secure artist vendors, assist in marketing efforts, and plan, coordinate and implement the SFS Art Fest event with City representative(s). The work to be done by the Consultant shall be as specified in a Professional Services Agreement, to be issued by the City to the Consultant prior to starting any work.

Following are the anticipated types of responsibilities and scope of services to be performed by the Consultant.

Pre-Art Fest Preparation:

Artist Recruitment

- "Calling All Artists"– Commission professional artists, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure no more than 250 artists with no more than two pieces of art per artist, Medium of art should include but not limited to:
 - fine arts
 - Chalk artists (to provide live artwork in the making
 - Glass blowing artistry
 - Face painting and balloon artists
 - Street Art
 - Educational workshops/crafts
 - Finger painters
 - Food art
 - Floral art
 - Sand Art
 - Caricature artist
 - Trompe-l'œil
 - Poetry
 - Performing artist/Live Installations
- Recruit and coordinate selection of one featured and two guest artists. Consultant shall provide a proposal of recommended Artists to be featured and/or be guests. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC). The HAAC will then select and vote on the featured or guest artist.

- Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals.
- Recruit and secure no more than thirty-five (35) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.

Donations/Sponsorships/Silent Auction

- Solicit potential sponsorships, and donations for to support Art Fest event. Consultant will receive a 10% finders fees for any secured sponsorships.
- Obtain artist artwork or other donations for silent auction component.

Curation of art

- Receive, review and approve artist applications, oversee cataloguing and documentation of all artwork, work with Artists on providing proper packaging of art for transportation. Cataloging Protocols should include a database (Excel) file that possesses the following information: Artist Name, Name of Art Piece, Sale Price, Medium, Size, Photo and Location of Art / Artist.
- Collect, secure and store all submitted art work. City to provided location.
- Coordinate with Art Fest planning committee (City Staff) event layout and art components. Identify medium categories and display locations.

Marketing

- Collaborate and consult the CITY's Social Media Administrator to promote and market Art Fest 2018 through each Parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name.
- Attend various art events/shows (number& locations negotiable) representing the City throughout Southern California to promote and recruit participation in the 2018 SFS Art Fest event.

Art Fest Event Implementation:

- Coordinate artist check-in and artwork drop to include completion of all necessary waivers.
- Plan and coordinate with City staff hanging of all artwork. CONSULTANT shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art;

2) All tools and equipment necessary to execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, hooks and easels.

- Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (SFS logo provided by City staff).
- Complete all hanging of artwork and display by 1:00 p.m. day of the Art fest event.
- Work collaboratively with CITY staff to conduct all sales of art at the Art Fest event. City will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as sold; City staff will conduct all reporting of items sold and money collected; Report will include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name
- Consultant will be responsible for the take down and proper storage of artwork. Consultant will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event. Dates and times are to be negotiated with Consultant for the return of artwork. All uncollected artwork and silent auction items will be forfeited to the CITY and will be used as raffle items for future Art Fest events.

Post Art Fest Event Evaluation Report:

- Consultant will provide the City with a written evaluation report of all participating artists. Report will include an analysis of the marketing effort, the preparation process, the Art Fest event, the total number of artists, Catalogue, pop –up artists, vendors, and total sales from Art Fest (City staff will provide financial information).

Art Walk Coordination and Implementation:

- Work collaboratively with City staff in the development of an art walk as a component of the 2018 SFS Art Fest event. The Art walk will be scheduled within the time frame of the consultant's service agreement and will be scheduled on a different day and time of SFS Art fest.
- Consultant will work with the City Staff for recruitment of professional artists. Recruitment may include marketing to local youth artists in middle schools, high schools, colleges and non-profit organizations. Recruitment may include one or two featured artist pop-up galleries and secure no more than 10 local artists with number of art pieces to be discussed. Medium of art should include the same varieties of SFS Art Fest.
- Recruit and secure no more than ten (10) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.

- Collaborate and consult the CITY's Social Media Administrator to promote and market Art Fest 2018 through each Parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name.

Meetings with City Staff:

- Consultant will meet with various City staff for planning and update purposes two to three times a month. Meetings dates and times to be negotiated.
- Consultant will participate in all Art Fest Planning Committee meetings (meeting scheduled once a month, time and date to be determined).
- Meeting dates may be changed at the mutual consent of both Parties.



City of Santa Fe Springs

City Council Meeting

September 12, 2017

NEW BUSINESS

Water Well No. 12 Engineering Design Services for Water Treatment System – Contract Amendment No.2

RECOMMENDATION

That the City Council:

- Approve Contract Amendment No. 2 with CIVILTEC Engineering INC. (Civiltec), in the amount of \$25,612.00 for additional design services; and
- Authorize the Public Works Director to execute Contract Amendment No. 2.

BACKGROUND

The City Council, at their meeting of July 28, 2016 authorized the Director of Public Works to award a contract to Civiltec in the amount of \$229,840.00 to design a water treatment system for Water Well No. 12. On June 9, 2017, Contract Amendment No. 1 was issued to Civiltec in the amount of \$47,853.75 and was the result of water quality analysis derived from a second pilot study performed at Water Well No. 12. The resulting contract amount after the first contract amendment was \$277,693.75.

Contract Amendment No. 2 required additional scope of services such as additional design of calcium thiosulfate storage system, design skid, extended canopy, and bidding assistance. During the design, additional effort was required as a result of a third pilot study which determined the need for a calcium thiosulfate storage system, a dosing skid, the addition of a chemical metering pump system, and an extension of a canopy structure.

Other factors that have added additional costs to the project are the decision to re-bid the project, requested changes to finalize the design drawings and specifications, the addition of a second pre-bid meeting, and additional bid support to the City.

FISCAL IMPACT

The cost of the proposed Contract Amendment No. 2 will be funded by the Utility Users Tax (UUT) Capital Improvement Plan Fund.

INFRASTRUCTURE IMPACT

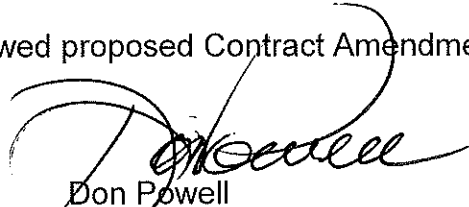
With the addition of a water treatment system, Water Well No. 12 will provide a high capacity source of potable water for the City's residents and businesses. This new source of water will improve system reliability and efficiency throughout the City's water distribution network. Furthermore, it will reduce the City's cost of purchasing water from outside sources which continue to increase their water rates and charges.

Report Submitted By: Noe Negrete, Director  Date of Report: September 6, 2017
Department of Public Works

ITEM NO. 11

CITY ATTORNEY REVIEW

The City Attorney's Office has reviewed proposed Contract Amendment No. 2.



Don Powell
Interim City Manager

Attachments:

Contract Amendment No. 2

CONTRACT AMENDMENT NO. 2
WATER WELL NO 12 ENGINEERING DESIGN SERVICES FOR
WATER TREATMENT SYSTEM

In accordance with the Contract Agreement dated August 11, 2016 as executed by Civiltec Engineering, Inc. (CIVILTEC), a California corporation, and the City of Santa Fe Springs (CITY), a municipal corporation, Contract Amendment No. 2 modifies the Scope of Services for purposes of providing additional design services, bidding services, fire sprinkler system for chemical room, and building canopy for ozone equipment for Water Well No. 12 Water Treatment System.

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

CIVILTEC ENGINEERING, INC:

Authorized Representative: C. Shem Hawes, Principal
Address: 118 W Lime Avenue
Monrovia, CA 90670
Telephone No.: (626) 357-0588

SERVICES: CITY hereby proposes that CIVILTEC perform the following additional work for the subject project:

1. **ADDITIONAL DESIGN SERVICES** CIVILTEC to provide additional design of Water Treatment System at Well No. 12. The following additional efforts are needed to complete the design documents. Design a calcium thiosulfate dosing skid that includes a duty and standby metering pumps, a chemical storage tank equipped with level transducer, vent, and ancillaries pipe connecting skid and chemical storage tank, design a concrete slab to install calcium thiosulfate metering skid and chemical storage tank, an extension of a canopy for the chemical storage tank and metering skid, and to add power, communication and control of the calcium thiosulfate system. The total compensation for task no. 1 is **\$13,625.00**
2. **BIDDING SERVICES** CIVILTEC to attend the additional pre-bid meeting and to assist with bidding of the project since the project has been re-bid. The total compensation for task no. 2 is **\$3,545.00.**
3. **FIRE SPRINKLER SYSTEM IN CHEMICAL ROOM** CIVILTEC will prepare details to install an automatic fire sprinkler system at Well 12 Chemical Storage room. The plan will include preliminary information for contractor to design and install the fire sprinkler system per CBC, NFPA codes. It is assumed that fire alarm control panel will not be required with beacon/horn/reset button/annunciators. The signal of flow switch for sprinkler flow and valve tamper switch will be integrated into the existing RTU to send alarms to SCADA system. The total compensation for task no. 3 is **\$4,962.00.** City determined that fire sprinkler system is not required, but it is still responsible to pay for design services incurred.

4. **BUILDING ENCLOSURE FOR OZONE EQUIPMENT** CIVILTEC will prepare plans, sections, and details to construct louver walls on a canopy structure to enclose all Ozone and Calcium Thiosulfate metering pump systems. One 2'x8' wide manual sliding door with louver and mesh will be incorporated for easy access to Ozone equipment and double swing gate (2'x4') in front of the calcium thiosulfate tank and metering pumps. The total compensation for Task No. 4 is **\$3,480.00**

The total compensation for Amendment No. 2 is **\$25,612.00.**

ACCEPTANCE of the terms of Contract Amendment No. 2 is acknowledged by the following signatures of the Authorized Representatives.

SUBMITTED BY:

CITY OF SANTA FE SPRINGS

Noe Negrete, Director of Public Works

Date

ACCEPTED BY:

CIVILTEC Engineering, INC.

C. Shem Hawes, Principal

Date



City of Santa Fe Springs

City Council Meeting

September 12, 2017

NEW BUSINESS

Custodial Services – Authorization to Issue a Request for Bids

RECOMMENDATIONS

That the City Council take the following actions:

- Authorize the City Engineer to Issue a Request for Bids to provide Custodial Services; and
- Authorize the City Engineer to extend the Custodial Services Contract with Merchants Building Maintenance, LLC on a month-to-month basis until the City Council awards a new contract for Custodial Services.

BACKGROUND

The City's 3-year custodial services contract with Merchants Building Maintenance, LLC (Merchants) is scheduled to expire on October 31, 2017. A Request for Bids (RFB) for custodial services have been completed and the Public Works Department is prepared to advertise for bids for the custodial services.

The scope of services is to provide custodial services for the City's buildings and park picnic areas. Services are provided after-hours and during the day by Day Porters. Carpet cleaning services are a specialized service and Staff is recommending that these services be provided under a separate contract and therefore be removed from the Custodial Services Scope of Services.

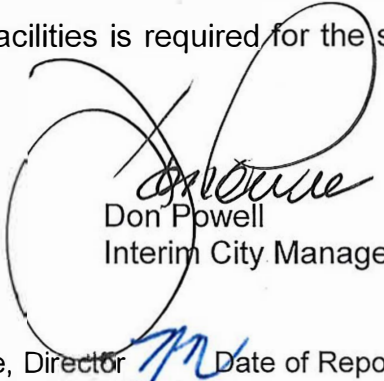
The proposed term of the custodial services Agreement is three (3) years, with the ability to renew the Agreement for an additional two (2) 1-year terms at the end of the first term based on performance and approval by the City Council.

FISCAL IMPACT

The cost of custodial services is included in the approved FY2017/18 Public Works Department budget. The current annual cost for custodial services, without carpet cleaning services, under the Merchants contract is approximately \$603,000 per year. The annual cost of carpet cleaning service under the Merchants contract is approximately \$18,000.

INFRASTRUCTURE IMPACT

Custodial services of the City's facilities is required for the safety and welfare of residents and employees.


Don Powell
Interim City Manager

Attachment:
Request for Bids

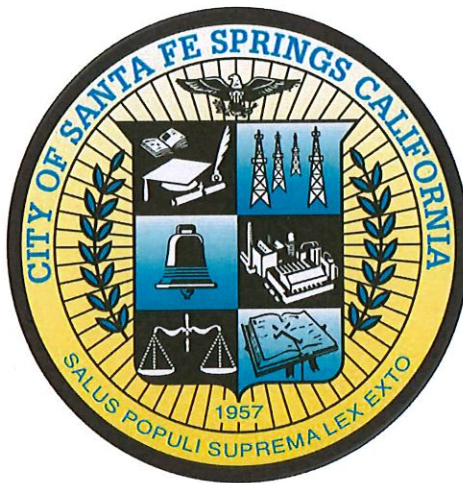
Report Submitted By: Noe Negrete, Director
Department of Public Works

Date of Report: September 6, 2017

CITY OF SANTA FE SPRINGS

REQUEST FOR BIDS

CUSTODIAL SERVICES



DEPARTMENT OF PUBLIC WORKS

**INQUIRIES REGARDING THIS PROJECT
MAY BE DIRECTED TO:**

**Al Fuentes, Project Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Phone (562) 868-0511, Extension 7355**

REQUEST FOR BIDS

CUSTODIAL SERVICES

The City of Santa Fe Springs invites sealed bids for the above-stated services and will receive such bids in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, until **11:00 a.m. on Tuesday, October 10, 2017.**

The work to be done consists of furnishing all supplies, materials, equipment, tools, labor and incidentals as required to perform custodial services at each of the City's listed facilities and parks.

A mandatory pre-bid visit to each of the City's facilities and parks has been scheduled for Wednesday, September 20, 2017. The first site visit is scheduled for 9:00 a.m. at Santa Fe Springs City Hall, located at 11710 Telegraph Road, Santa Fe Springs, California. A City representative will provide a schedule and directions to other facilities and parks at the City Hall location. The pre-bid site visits are intended to provide bidders with the opportunity to view the City's facilities and parks and ask questions. A City representative will be attendance. Both questions and answers will be posted on the City's Website. **The City will not accept bids from Contractors that do not attend the pre-bid site visits.**

Prior to commencing work under the Contract, Contractor shall perform, and submit to the City, complete background security investigation results on all of Contractors' employees providing services to the City, including any and all backup personnel.

Special attention is called to the General Provisions regarding liability insurance requirements. The successful bidder will be held to strict compliance with those requirements. Contractors who cannot comply should not bid. The successful Contractor will be required to possess business licenses from the City of Santa Fe Springs prior to commencement of work.

Bids must be prepared on the approved proposal forms, which are included in this request for bid package and submitted in a sealed envelope plainly marked on the outside.

The City reserves the right to reject any or all bids, to waive any irregularity in any bid received, and to be the sole judge of the merits of the respective bids received and to take all bids under advisement for a period of 45 days. The award, if made, will be made to the lowest responsible and responsive bidder as so determined by the City.

Further information regarding this project can be obtained by calling Al Fuentes, Project Manager at (562) 868-0511, ext. 7355.

BY ORDER OF the City of Santa Fe Springs.

NOE NEGRETE, CITY ENGINEER
CITY OF SANTA FE SPRINGS

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS

Bids shall be submitted in writing on the attached Proposal package. The Proposal Package shall include the following documents:

1. Proposal Form
2. Bid Schedule
3. Extra Work and Emergency Call-Out Hourly Rate Schedule
4. References

The Proposal package forms shall not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, exemptions, limitations, or provisions attached to a proposal will render it informal and cause its rejection. The Proposal Form must be properly signed by the proposer, whose address, telephone number and e-mail address shall also be shown. **The City reserves the right to reject any proposal if all of the requested information is not furnished or is incomplete.**

PREPARATION OF BIDS

Bids must be submitted on the prescribed form. Bid prices must be written in **blue or black ink** in figures as requested. Erasures or other changes must be noted over the signature of the bidder. The City will not consider any proposal not meeting these requirements.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, **"SEALED BID FOR CUSTODIAL SERVICES - DO NOT OPEN WITH REGULAR MAIL."** The sealed envelope shall also have clearly marked on the outside the company name and address of the bidder. Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal in the hands of the Director of Public Works or his designee at Santa Fe Springs City Hall, 11710 Telegraph Road prior to the bid opening time stipulated in the Request for Bids. Late proposals will not be accepted. A late proposal shall be defined as being received after the stipulated time in the appropriate receiving office, according to such clocks in use for bid reception, as determined by the Director of Public Works.

CONTRACTOR QUALIFICATION

Contractors must furnish satisfactory evidence to the City that they have provided custodial services as described in this document and that they have successfully done so for a municipality for a minimum of five (5) years.

QUESTIONS PRIOR TO OPENING OF BIDS

Questions regarding discrepancies or omissions in the Bid Documents shall be communicated to Mr. Al Fuentes, Project Manager, in writing, by letter, fax or e-mail, not less than five (5) working

days prior to opening of bids, to provide time for issuing and forwarding an addendum, should the City consider an addendum necessary. The City will not be responsible for over interpretation of the contract documents.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

REJECTION OF PROPOSALS

Proposals may, at the discretion of the City, be rejected if they show any alteration of form, additions not called for, conditional or alternative bids, incomplete bids, or irregularities of any kind. The right is reserved by City to reject any or all proposals.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternative bids are called for. A person, firm or corporation who has submitted a sub-proposal to a bidder or who has quoted a price on materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders.

EXAMINATION OF BID DOCUMENTS

Bidders must satisfy themselves by the provided bid documents as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. The submission of a Bid will be conclusive evidence that the Bidder is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal and other contract documents.

The Bidder shall read each and every clause of the contract documents, including all costs necessary to complete the specified work in his/her Bid prices, and agree that if he/she is awarded the Contract, no claim against the City will be made based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by him/her, the Bidder shall agree to assume all risks incident thereto.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Request for Bids and other contract documents, and to full compliance therewith. All bidders shall be held to comply with all laws of the State of California, rules and regulations promulgated thereunder, all applicable ordinances, rules and regulations of the City of Santa Fe Springs, and all regional and local laws, regulations, rules, ordinances and codes promulgated and enforced by any agency, district, board, department or other entity authorized under law, rules or ordinance, whether now in force or subsequently enacted.

LIABILITY INSURANCE REQUIREMENTS

Special attention is called to the liability insurance requirements. The successful bidder will be held to strict compliance with those requirements. Contractors who cannot comply should not bid.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible and responsive bidder, based on the Base Bid only, as determined solely by the City. The City reserves the right to award the bid or the bid alternate, if applicable to the lowest responsible and responsive bidder. Additionally, the City reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 45 days, all as may be required to provide for the best interests of the City including the right to amend the scope of work. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated.

Submitted by: _____

PROPOSAL FOR CUSTODIAL SERVICES

To the Director of Public Works of the City of Santa Fe Springs, as City,

In accordance with the City's Request for Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required to perform the custodial services set forth in the Request for Bids and to perform all work in the manner and time described therein.

BIDDER declares that this **original** proposal is based on the Request for Bids, and all other applicable documents. If this proposal is accepted for award, BIDDER agrees to enter an Agreement with the City of Santa Fe Springs at the total lump sum price set forth in the following Bid Proposal.

BIDDER understands that a bid is required for the entire work, and that the Lump Sum price bid includes all appurtenant expenses, overhead, taxes, royalties and fees. Erasures or other changes must be noted over the signature of the BIDDER.

BIDDER'S INFORMATION:

Signatures

Name (Please print or type)

Title

Firm Name

Firm Business Phone No.

E-mail

Submitted by: _____

**CITY OF SANTA FE SPRINGS
CUSTODIAL SERVICES**

BID SCHEDULE

BASE BID

Facility	Monthly Fee
1. Activity Center	\$ _____
2. Aquatic Center	\$ _____
3. Betty Wilson Center	\$ _____
4. City Hall	\$ _____
5. City Library	\$ _____
6. Clarke Estate	\$ _____
7. Community Gardens Restroom	\$ _____
8. Fire Station Headquarters	\$ _____
9. Fire Station No. 4 Employee Exercise Room/Restroom	\$ _____
10. Gus Velasco Neighborhood Center	\$ _____
11. Heritage Park	\$ _____
12. Heritage Park - Sculpture Garden	\$ _____
13. Lake Center Athletic Park	\$ _____
14. Lakeview Park Building	\$ _____
15. Lakeview School Childcare Classroom	\$ _____
16. Little Lake Park Buildings	\$ _____
17. Los Nietos Park Recreation Building	\$ _____
18. Los Nietos Park Childcare Classroom	\$ _____
19. Municipal Services Yard	\$ _____
20. Police Staging Facility	\$ _____
21. Police Services Center	\$ _____
22. SFS Athletic Fields Building	\$ _____
23. SFS Park Building	\$ _____
24. Town Center Hall	\$ _____
25. Three (3) Day Porters (total of 500 hours/month)	\$ _____
Total Monthly Fees:	\$ _____
*TOTAL ANNUAL BASE BID (TOTAL MONTHLY FEES x 12 MONTHS):	\$ _____

**Award of Contract will be determined by Base Bid Only.*

Submitted by: _____

ADDITIONAL SERVICES
FLOOR STRIPPING AND WAXING SERVICES

BID SCHEDULE

Facility	Service Area Size	Frequency	Unit	Unit Price	Annual Fee
1. Betty Wilson Center	1,800 sq. ft.	Bi-Annual	2	\$	\$
2. Little Lake Park - Community Room	1,500 sq. ft.	Bi-Annual	2	\$	\$
3. Municipal Services Yard – Building #1	3,475 sq. ft.	Annual	1	\$	\$
4. Municipal Services Yard – Building #2	800 sq. ft.	Annual	1	\$	\$
5. Municipal Services Yard – Building #3	594 sq. ft.	Annual	1	\$	\$
6. Municipal Services Yard – Building #4	616 sq. ft.	Annual	1	\$	\$
7. Town Center Hall	11,500 sq. ft.	Quarterly	4	\$	\$
TOTAL ANNUAL COST:					\$

REFERENCES

Please list a minimum of three (3) references for similar custodial services work performed in the past five (5) years. Include the name of the city/agency, address and phone number of the contact person.

Complete information is important. Contractor qualifications and experience will be used as evaluation criteria and determining factor in award of contract recommendation by the Director of Public Works. A lack of references, or unsuitable summary of past performance as reported by references, may be considered by the City as sufficient reason to reject bid(s).

Agency: _____
Address: _____
Contact Name: _____ Phone No.: _____
Project Description: _____ Year Service Provided: _____

Agency: _____
Address: _____
Contact Name: _____ Phone No.: _____
Project Description: _____ Year Service Provided: _____

Agency: _____
Address: _____
Contact Name: _____ Phone No.: _____
Project Description: _____ Year Service Provided: _____

Agency: _____
Address: _____
Contact Name: _____ Phone No.: _____
Project Description: _____ Year Service Provided: _____

Agency: _____
Address: _____
Contact Name: _____ Phone No.: _____
Project Description: _____ Year Service Provided: _____

Agency: _____
Address: _____
Contact Name: _____ Phone No.: _____
Project Description: _____ Year Service Provided: _____

SCOPE OF SERVICES

SPECIAL PROVISIONS

PROJECT DESCRIPTION

Contractor will furnish all labor, supplies, paper products, chemicals, materials, equipment, transportation, supervision, management and incidentals required to provide Custodial Services in accordance with all terms and conditions of this Request for Bids. Contractor shall perform the Daily Standard Cleaning Services identified in Attachment A, and as scheduled for each location identified in Attachment B. Contractor shall perform the Quarterly Floor Stripping and Waxing for each location identified in Attachment C. Contractor shall perform the Quarterly Carpet Cleaning for each location identified in Attachment D.

SECTION 1. MATERIALS

Contractor will furnish toilet paper, (continuous and regular) all toilet seat covers, urinal screens, paper towels (sheet and rolls), soap, deodorizers, vending machine products, cleaning agents, trash can liners and cleaning supplies required to maintain the City's facilities. The cost of materials shall be included in the cost proposal. Contractor will use standard commercial grade materials of size and type to fit existing dispensers. All supplies required to carry out the cleaning operations within the scope of this contract shall meet the standards of the Federal Occupational Safety and Health Act. These items are subject to inspection and approval. Sustainable products are to be used whenever feasible.

SECTION 2. EQUIPMENT

Contractor shall furnish, and maintain in good working condition, all cleaning equipment required to maintain each service location including, but not limited to, vacuum cleaners, buffers, strippers, scrubbing machines, extension poles, ladders and carpet extraction equipment. All equipment shall meet Occupational Safety and Health Administration (OSHA) safety standards and will be kept clean by the Contractor. The City is not responsible for stolen or vandalized items.

Contractor shall provide all necessary vehicles for transportation, trash pick-up, supplies deliveries and park maintenance and related duties and tasks. Contractor's vehicles must be maintained in top condition and identified with the company logo. The Contractor shall make arrangements for back-up equipment in the event the primary equipment become inoperable to assure that all work activities are completed as scheduled.

The City will conduct quarterly inspections of all equipment. The City will reserve the right to determine if a piece of equipment is not meeting OSHA safety standards and request the Contractor to replace it within five (5) working days.

SECTION 3. STORAGE SPACE

The City will provide limited space at the various facilities for janitorial supplies, materials and equipment. Due to the limited amount of space, any storage spaces beyond that which City is

presently providing for janitorial equipment, is the responsibility of Contractor. Contractor is responsible for keeping janitorial closets clean and orderly.

SECTION 4. INSPECTION OF BUILDINGS AND FACILITIES

Monthly inspections of all areas included in the Contract shall be made by the Contractor's Supervisor, with any deficiencies noted and copied to the City's Facilities Supervisor. The results of each inspection shall be recorded and retained for reference as a Custodial Cleaning Inspection Report. The Contractor's Supervisor will conduct regular inspections with the City's Facilities Supervisor and as such other times as may be required by the City to review performance of the Agreement and to discuss any problems or matters as determined by the City. The City may also conduct unscheduled periodic inspections to assure compliance with Contract requirements.

SECTION 5. NON-PERFORMANCE OF CUSTODIAL SERVICES

If after written notice to the Contractor of any deficiencies in the work, or of failure to comply with the Agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency. After three (3) written notices to the Contractor pertaining to the same service item, e.g. Quarterly Carpet Cleaning, the City reserves the right to remove this service item from the Agreement.

SECTION 5. CONTRACTOR'S REPRESENTATIVES

The Contractor shall have present at all times when performing custodial services, an onsite representative who speaks fluent English whose duty shall be to supervise and coordinate cleaning services as they occur. This onsite representative shall carry on their person during working hours a cellular phone for contact purposes. All day porters must speak fluent English.

The Contractor shall have two responsible, dedicated supervisors on the job each workday. One (1) assigned to the day shift, one (1) to the night shift and weekends. The supervisors shall be provided with cellular phones so that City representatives will be able to contact them during normal business hours. The Contractor's representatives must immediately report to the City any evidence of security breach at a City building or facility.

SECTION 6. WORK SCHEDULES

All work must be accomplished within the hours identified by the City. The City reserves the right to revise schedules, adjust days and hours of the work, as necessary.

The Contractor shall provide in writing, schedules for all activities for all locations. The Contractor shall notify the City in writing and receive approval prior to any revisions in the schedule.

SECTION 7. EXTRA SERVICES

Extra services are defined as a reasonable request of general clean up, emergency or non-emergency, requested and authorized in advanced by the City. Emergency, after hours cleaning support shall be responded to within one (1) hour and billed at a two (2) hour minimum. All charges are included in the contract and the hourly rate schedule. Contractor shall notify the Contract Administrator within eight hours of the emergency service being completed.

SECTION 8. CONTRACTOR'S EMPLOYEES

The Contractor shall certify that employees' providing the custodial cleaning services under the terms, conditions and specifications of the Contract are paid above minimum wage, and receive medical, vacation and sick leave benefits.

The Contractor shall provide employees with uniforms that have the Contractor's company name and the employee's name clearly displayed on the shirt. All uniforms worn by the Contractor's employees shall be of the same color, material and style.

The Contractor shall submit a list of all employees who are authorized to work within the limits of the City's buildings and facilities maintained by the Contractor. At no time will there be permitted any person or persons not working directly for the Contractor to enter, loiter or be involved in any action dealing with the Contract. All workers assigned to the City facilities must be fingerprinted and submit to a background check by authorities at the Contractor's expense.

The Contractor shall not employ undocumented workers for work on this Agreement and shall make every reasonable effort to confirm legal resident status prior to assignment to the City. Failure to comply with this provision of the Contract may be grounds for termination of the Contract.

GENERAL PROVISIONS

SECTION 1. WORKER'S COMPENSATION

The Contractor shall take out and maintain during the life of this Agreement, worker's compensation insurance for all Contractor's employees engaged as part of the required services and as required by the Labor Code of the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

SECTION 2. LIABILITY INSURANCE

A. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under this Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

B. Business Auto Liability Insurance - The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of this Agreement and that neither City nor any of its insurers shall be required to contribute to any such claim. The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Contract Administrator as to form and sufficiency.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs with respect to the performance by the Contractor of the work which is the subject of the Agreement. The full and complete name of services shall be shown on the Certificate of Insurance.

C. Notification of Cancellation of Insurance - Certificates of proof of carriage of insurance shall provide for not less than thirty (30) days-notice of change or cancellation prior to acceptance of the work.

D. Renewal of Insurance - The insurance required herein will be renewed annually as long as Contractor continues operations in any way related to this Agreement. This obligation applies whether the contract is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect. This requirement is in addition to coverage required to be maintained for completed and discontinued operations as required elsewhere.

Section 3. Holidays

The following days are designated by City as holidays:

1. New Year's Day.
2. Martin Luther King Jr.'s Birthday.
3. Lincoln's Birthday.
4. Washington's Birthday.
5. Cesar Chavez's Birthday
6. Memorial Day.
7. Independence Day.
8. Labor Day.
9. Veteran's Day.
10. Thanksgiving Day.
11. Day after Thanksgiving Day.
12. The day before Christmas.
13. Christmas Day.
14. The day after Christmas.
15. Every day appointed by the President or Governor for a public holiday.
16. When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday is observed.

Section 4. Compensation and Payment

The Contractor shall be compensated a fixed monthly amount for services rendered in accordance with the Contractor's cost proposal. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement.

Invoices will be processed monthly for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Agreement as determined by the Contract Administrator.

If after written notice to the Contractor of any deficiencies in the work, or of failure to comply with the Agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency.

Any extra work performed beyond the work described in the Scope of Services shall not be performed without prior authorization from the Contract Administrator or his/her designee. Compensation for Emergency or Call-out work shall be compensated based on the Contractor's hourly rate schedule.

In the event any City building or facility is not usable for any reason, including but not limited to acts of nature, vandalism, construction or renovation and is deemed out of use, the Contractor shall not be compensated for the period cleaning services are not provided. If a portion of any building or facility is partially out of use, the City and the Contractor shall negotiate the cost of providing limited cleaning services.

ATTACHMENT A

DAILY STANDARD CLEANING SERVICES – ALL FACILITIES

1. Furniture and Equipment - shall be free of dust, cobwebs and soil. This shall include the elimination of cleaner residue, streaks and film.
2. Telephones - shall be free of dust and soil. The cradle, earpiece & mouthpiece should be sanitized.
3. Lamps - shall be free of dust, cobwebs and soil. This shall include the elimination of streaks, cleaner residue and film.
4. Mats and Carpets - shall be free of spots, stains, gum, dirt and debris. Adjoining walls, doors and floor surfaces shall be free of dust, soil and cleaner residue.
5. Glass and Metal Surfaces - shall be streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.
6. Corners/Thresholds - shall be free of dust, cobwebs soil, finish build-up and debris.
7. Floors and Cove bases - shall be free of dust, cobwebs, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the City. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film. Floors shall be stripped and waxed quarterly or as floor conditions warrant.
8. Walls and Fixtures - shall be free of dust, cobwebs, and soil. This shall include the elimination of film, streaks and cleaner residue. Walls behind waste/trash cans need to be cleaned.
9. Water Fountains - shall be free of dust, cobwebs, and soil, scale and water spots. Bright work shall be disinfected and polished to a streak-free shine.
10. Dispensers - shall be free of dust, and soil. These surfaces shall be cleaned and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.
11. Hardware - shall be free of dust, soil, bacteria and scale. Bright work shall cleaned, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

12. Sinks and Countertops - shall be free of dust, bacteria, soil, cleaner residue and soap film. This shall include the elimination of streaks, embedded soil, and film and water spots.
13. Mirrors - shall be free of dust and soil. Mirrors and surrounding metal framework shall be streak-free, film-free and uniformly clean.
14. Toilets and Urinals - toilet seats and urinals shall be free of dust, cobwebs, bacteria, soil, organic matter, cleaner residue and scale. Fixtures shall be cleaned, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.
15. Dispensers – toilet seat cover and soap dispensers should be refilled as needed.
16. Restroom Partitions - shall be free of dust, cobwebs, soil and graffiti. Partitions shall be cleaned, disinfected and polished-dry. This shall include the elimination of streaks and film.
17. Showers – tile walls and floors shall be washed, disinfected, and sanitized. Shower stalls, fixtures, glass and doors shall be cleaned and polished.
18. Locker Rooms – sanitize showers and floor tile surfaces and locker doors, and clean counters.
19. Kitchen Areas – clean and sanitize all appliances, sinks, floor sinks, grease traps, counter areas, ceramic tile walls glass serving window and exhaust hoods and filters.
20. Waste Containers - contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
21. Air Vents - shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents.
22. Cabinets, refrigerator and microwave - exterior tops, sides and front shall be cleaned and free of dust, soil, cleaner residue and soap film.
23. Light Fixtures - shall be free of dust, cobwebs, and soil.
24. Ceilings – All cobwebs shall be removed.
25. Trash Removal/Trash Containers - Contractor shall facilitate the City's waste recycling program that requires each building occupant to separate recyclable from non-recyclable waste. All work areas shall be provided with separate waste containers for this purpose, by the City. The contractor shall empty recyclable and non-recyclable waste into designated containers. Contractor shall comply with AB341. Waste removal

shall be to containers designated by the City and shall be deposited in such a manner that it will not fly around causing a mess or nuisance.

26. Formal Picnic Areas – clean table tops, food service areas, patio floors, barbeque grills, and sinks.
27. Parks and Plazas - clean all buildings, restrooms, sidewalks, bleachers, tables, benches, dugouts, gazebos, umbrellas, and playground areas.
28. Exercise Rooms, Boxing Rooms, Weight Rooms, Racquet Ball Courts, Indoor basketball courts – clean room surfaces, equipment surfaces with disinfectant cleaning solution.
29. Playground Equipment – clean playground equipment surfaces and play surfaces.
30. Outdoor Basketball Courts – clean basketball court surfaces.
31. Exterior Walkways – clean exterior walkway surfaces with handheld blowers or power wash as required.

DAY PORTERS

- A. Contractor shall provide three (3) “Day Porters” to provide custodial services during the workday from 8:30 a.m. – 5:30 p.m., Monday – Friday.
- B. Contractor must provide at least one vehicle for the Day Porter #2 below to travel between listed facilities.
- C. Day Porters must speak fluent English.
- D. Day Porters will perform Daily Standard Cleaning Services at the following listed facilities:

Day Porter #1

1. Aquatic Center
2. City Hall
3. City Library
4. FS #4 Exercise Room/Restroom
5. Town Center Hall

Day Porter #2

1. Activity Center
2. Childcare and Development Classrooms A & B
3. Gus Velasco Neighborhood Center
4. Los Nietos Park Childcare Classroom
5. Police Services Center

Day Porter #3

1. Heritage Park Buildings
2. Heritage Park Sculpture Garden

- E. In addition to the services identified above, Day Porters may be requested to perform service requests by the Contract Administrator on an as-needed basis during the work day.

ATTACHMENT B

LIST OF CITY FACILITIES AND CUSTODIAL SERVICES SCHEDULE

Facility/Features	Building Size (Sq. Ft.)	No. Restrooms	Cleaning Schedule	Day Porter Schedule
1. Activity Center <ul style="list-style-type: none"> • 2nd Story • Boxing Room • Weight Room • Indoor Basketball Court 	17,460	2	Mon-Fri 6:00pm Note: Indoor Basketball Court only	Day Porter #2 7:30am-5:30pm
2. Aquatic Center <ul style="list-style-type: none"> • Locker Rooms • Showers • Picnic Area 	5,004	2	Mon-Fri 6:00pm (Season: June-September) Off-Season: Bi-Weekly	Day Porter #1 7:30am-5:30pm Off-Season: No Porter Services
3. Betty Wilson Center <ul style="list-style-type: none"> • Kitchen • Snack Bar 	8,170	4	Mon-Sun 6:00 pm	No
4. City Hall <ul style="list-style-type: none"> • Kitchen • Basement 	22,080	9	Mon-Wed -Thur 6:00 pm	Day Porter #1 Mon-Fri 7:30am-5:30pm
5. City Library <ul style="list-style-type: none"> • Kitchen • Reading Garden 	14,581	4	Mon-Sat 6:00 pm	Day Porter #1 Mon-Fri 7:30am-5:30pm
6. Clarke Estate <ul style="list-style-type: none"> • 2nd Story • Kitchen 	7,504	4	Mon-Sun 6:00 pm	No
7. Community Gardens Restroom	65		Mon-Sat 6:00 pm	No
8. Fire Depart. HQ <ul style="list-style-type: none"> • Offices • Conf. Rooms 	3,325	4	Tues & Friday 6:00 pm	No
9. FS No. 4-Exercise Room	400	1-Shower 1-Restroom	No Night Services	Day Porter #1 Mon- Fri 7:30-5:30pm
10. Gus Velasco Neighborhood Center <ul style="list-style-type: none"> • Kitchens (3) • Fitness Room • Classroom A • Classroom B 	17,554	9	Mon-Sun 6:00 pm	Day Porter #2 Mon-Fri 7:30am-5:30pm

ATTACHMENT B

LIST OF CITY FACILITIES AND CUSTODIAL SERVICES SCHEDULE

Facility/Features	Building Size (Sq. Ft.)	No. Restrooms	Cleaning Schedule	Day Porter Schedule
11. Heritage Park Buildings <ul style="list-style-type: none"> • Train Depot • Caboose • Carriage Barn • Ranger Station • Tank House • Conservatory 	7,044	4	Mon-Sun 6:00 pm	Day Porter #3 Mon-Fri 7:30am– 5:30 pm
12. Heritage Park Sculpture Garden <ul style="list-style-type: none"> • Artwork • Walkways • Bridge 	7,000* *No Buildings	No	No Night Services	Day Porter #3 Mon-Fri 7:30am– 5:30 pm
13. Lake Center Athletic Park <ul style="list-style-type: none"> • Walkways • Playground 	10,000* *No Buildings	2	Mon-Sun 6:00 pm	No
14. Lakeview Park Building <ul style="list-style-type: none"> • Picnic Area • Playground 	1,413	4	Mon-Sun 6:00 pm	No
15. Lakeview School Childcare Classroom <ul style="list-style-type: none"> • Kitchen 	3,416	2	Mon-Fri 6:00 pm	No
16. Little Lake Park Buildings <ul style="list-style-type: none"> • Kitchen • Picnic Area • Playground 	3,312	4	Mon-Sun 6:00 pm	No
17. Los Nietos Park Recreation Building <ul style="list-style-type: none"> • 2nd Story • Kitchen • Playground 	1,968	2	Mon-Sun 6:00 pm	No
18. Los Nietos Park Childcare Classroom <ul style="list-style-type: none"> • Kitchen • Play area 	4,464	2	Mon-Fri 6:00 pm	Day Porter #2 Mon-Fri 7:30am– 5:30 pm

ATTACHMENT B

LIST OF CITY FACILITIES AND CUSTODIAL SERVICES SCHEDULE

Facility/Features	Building Size (Sq. Ft.)	No. Restrooms	Cleaning Schedule	Day Porter Schedule
19. Municipal Services Yard <ul style="list-style-type: none"> • 4-Buildings • Locker Rooms (2) • Showers (4) 	8,652	8	Mon-Fri 6:00 pm	No
20. Police Staging Facility	1,9170	3-Restrooms 4-Showers 2-Locker Rms.	Mon-Sun 7:00 pm	No
21. Police Services Center <ul style="list-style-type: none"> • 2nd Story • Kitchen 	7,667	4	Mon-Sat 6:00 pm	Day Porter #2 Mon-Fri 7:30am– 5:30 pm
22. SFS Athletic Fields Building <ul style="list-style-type: none"> • Kitchen • Playground 	3,136	2	Mon-Sun 6:00 pm	No
23. SFS Park Building <ul style="list-style-type: none"> • Picnic Area • Playground 	1,008	2	Mon-Sun 6:00 pm	No
24. Town Center Hall <ul style="list-style-type: none"> • 2nd Story • Kitchen 	16,940	4	Mon-Sun 10:00 pm-6:00 am	Day Porter #1 Mon-Fri 7:30am- 5:30pm

ATTACHMENT C

ADDITIONAL SERVICES - FLOOR STRIPPING AND WAXING SERVICES

LIST OF CITY FACILITIES/SCHEDULE

Facility	Service Area Size	January	April	July	October
1. Betty Wilson Center	1,800 sq. ft.	X		X	
2. Little Lake Park - Community Room	1,500 sq. ft.	X		X	
3. Municipal Services Yard – Building #1	3,475 sq. ft.	X			
4. Municipal Services Yard – Building #2	800 sq. ft.	X			
5. Municipal Services Yard – Building #3	594 sq. ft.	X			
6. Municipal Services Yard – Building #4	616 sq. ft.	X			
7. Town Center Hall	11,500 sq. ft.	X	X	X	X

THE CITY OF CITY OF SANTA FE SPRINGS

CUSTODIAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between the **City of Santa Fe Springs**, a municipal corporation ("City"), and _____ ("Contractor").

RECITALS

WHEREAS, the City desires to employ the Contractor to provide custodial services for the City's facilities.

WHEREAS, the City has determined that the Contractor is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. ENGAGEMENT OF CONTRACTOR

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The Contractor represents that all services required hereunder will be performed directly by the Contractor.

2. SCOPE OF SERVICES

The Contractor will perform services as set forth in the attached Scope of Services (Exhibit A).

The City may unilaterally, or upon request from the Contractor, from time to time reduce or increase the Scope of Services to be performed by the Contractor under this Agreement. Upon doing so, the City and the Contractor agree to meet in good faith to discuss changes in services and compensation shall be based on the established fee schedule.

3. PROJECT COORDINATION AND SUPERVISION

The City shall designate the Director of Public Works or his designee as a Contract Administrator to monitor the progress and execution of this Agreement. The Contractor shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the Contractor.

4. **COMPENSATION AND PAYMENT**

The Contractor shall be compensated a fixed monthly amount of \$_____ for services rendered in accordance with the Contractor's cost proposal which is made a part of this Agreement by reference. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement.

If after written notice to the Contractor of any deficiencies in the work, or of failure to comply with the Agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency.

Invoices will be processed monthly for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Agreement as determined by the Contract Administrator.

Any extra work performed beyond the work described in the Scope of Services shall not be performed without prior authorization from the Contract Administrator or his/her designee. Compensation for Emergency or Call-out work shall be compensated based on the Contractor's hourly rate schedule which is made a part of this Agreement by reference.

In the event any City building or facility is not usable for any reason, including but not limited to acts of nature, vandalism, construction or renovation and is deemed out of use, the Contractor shall not be compensated for the period cleaning services are not provided. If a portion of any building or facility is partially out of use, the City and the Contractor shall negotiate the cost of providing limited cleaning services.

5. **LENGTH OF AGREEMENT**

The term of this Agreement shall be for three (3) years from the effective date of this Agreement. The AGENCY reserves the right to renew the Agreement for an additional two (2) 1-year terms at the end of the first term based on performance and approval by the City Council.

Contractor reserves the right to request from the City Council a cost-of-living increase to the annual fee for each of the two (2) 1-year terms if the Agreement is renewed at the end of the first term.

6. **INDEPENDENT CONTRACTOR**

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the Contractor nor the Contractor's employees are employee of the City and are not entitled to any of the rights, benefits, or privileges of the City's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the Contractor without the prior written consent of the City. Nothing herein contained is intended to prevent the Contractor from employing or hiring as many employees, or subcontractors, as the Contractor may deem necessary for the proper and efficient performance of this Agreement. All agreements by Contractor with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

7. **CONTROL**

Neither the City nor its officers, agents or employees shall have any control over the conduct of the Contractor or any of the Contractor's employees except as herein set forth, and the Contractor expressly agrees not to represent that the Contractor or the Contractor's agents, servants, or employees are in any manner agents, servants or employees of the City, it being understood that the Contractor, its agents, servants, and employees are as to the City wholly independent contractors and that the Contractor's obligations to the City are solely such as are prescribed by this Agreement.

8. **COMPLIANCE WITH APPLICABLE LAW**

The Contractor, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the City of Santa Fe Springs, whether now in force or subsequently enacted. The Contractor, and each of its subcontractors, shall obtain and maintain a current City of Santa Fe Springs business license prior to and during performance of any work pursuant to this Agreement.

9. **LICENSES, PERMITS, ETC**

The Contractor represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Contractor represents and covenants that the Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the Contractor to practice its profession.

10. **STANDARD OF CARE**

The Contractor in performing any services under this Agreement shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's trade or profession currently practicing under similar conditions and in similar locations. The Contractor shall take all special precautions necessary to protect the Contractor's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

All work shall be performed in accordance with the service level standards and schedule identified in the Scope of Work as to maintain the sanitary conditions, aesthetic appearance, safety and usefulness of the City buildings and facilities. Standards and frequencies may

be modified from time to time as deemed necessary by the City for proper maintenance of these areas.

The Contractor must employ sufficient personnel to perform all work as described in this Agreement at the various buildings and facilities.

The Contractor shall furnish all labor, equipment and required custodial materials, chemicals, and all other cleaning supplies needed to maintain all contracted areas to a level acceptable to the City. All materials are subject to City approval.

The Contractor shall provide all necessary vehicles for transportation and related duties. Contractor's vehicles must be maintained in top condition and identified with a company logo. The Contractor shall make arrangements for back-up equipment in the event primary equipment become inoperable to assure that all work activities are completed as scheduled.

Unless disclosed in writing prior to the date of this agreement, the Contractor warrants to the City that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the Contractor professional performance or the furnishing of materials or services relating thereto.

11. **NON-DISCRIMINATION PROVISIONS**

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The Contractor will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the City setting forth the provisions of this non-discrimination clause.

12. **INDEMNIFICATION AND HOLD HARMLESS**

The Contractor agrees to defend, indemnify, and hold harmless the City of Santa Fe Springs, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the Contractor's negligent performance of this Agreement.

13. **WORKERS' COMPENSATION**

The Contractor shall take out and maintain during the life of this Agreement, worker's compensation insurance for all Contractor's employees engaged as part of the required services and as required by the Labor Code of the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

14. **LIABILITY INSURANCE**

- A. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under this Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

- B. Business Auto Liability Insurance - The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of this Agreement and that neither City nor any of its insurers shall be required to contribute to any such claim. The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Contract Administrator as to form and sufficiency.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs with respect to the performance by the Contractor of the work which is the subject of the Agreement. The full and complete name of services shall be shown on the Certificate of Insurance.

- C. Notification of Cancellation of Insurance - Certificates of proof of carriage of insurance shall provide for not less than thirty (30) days notice of change or cancellation prior to acceptance of the work.
- D. Renewal of Insurance - The insurance required herein will be renewed annually as long as Contractor continues operations in any way related to this Agreement. This obligation applies whether the contract is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect. This requirement is in addition to coverage required to be maintained for completed and discontinued operations as required elsewhere.

15. **LEGAL FEES**

If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the City shall, in addition, be limited to the amount of attorney's fees incurred by the City in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

16. **MEDIATION/ARBITRATION**

If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Santa Fe Springs, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by arbitration in Santa Fe Springs, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

17. **CANCELLATION OF AGREEMENT**

If at any time in the opinion of the Contract Administrator the Contractor has failed to supply adequate working force, or equipment of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Agreement, notice thereof in writing will be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the agreement, as directed by the Contract Administrator, within the time specified in such notice, the City in such case shall have the power to terminate the Agreement and shall notify the Contractor, in writing, 30 days prior to cancellation.

18. **NOTICES**

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the City: Noe Negrete
 Director of Public Works
 City Of Santa Fe Springs
 11710 Telegraph Road
 City Of Santa Fe Springs, CA 90670-3679

To the Contractor: Contact Name _____
 Department _____
 Agency _____
 Address _____
 City, State ZIP _____

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

19. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

During the term of this Agreement, the Contractor shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of Santa Fe Springs. The Contractor also agrees not to specify any product, treatment, process or material for the project in which the Contractor has a material financial interest, either direct or indirect, without first notifying the City of that fact. The Contractor shall at all times comply with the terms of the Political Reform Act and the City of Santa Fe Springs Conflict of Interest Code. The Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Contractor has a financial interest as defined in Government Code Section 87103. The Contractor represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the City.

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

CONTRACTOR

By:_____

CITY OF SANTA FE SPRINGS

By:_____
MAYOR

ATTEST

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



City of Santa Fe Springs

City Council Meeting

September 12, 2017

NEW BUSINESS

On-Call Professional Engineering Services – Residential South Streets Improvement Design-Year 1 (Harvest Avenue) – Contract Amendment No. 1

RECOMMENDATION

That the City Council take the following actions:

- Amend the adopted Capital Improvement Program for FY 2012/15 to include Harvest Avenue Street Improvements (Darcy Street to Longworth Avenue);
- Accept the Proposal; and
- Authorize the Director of Public Works to execute Contract Amendment No. 1 with Fountainhead in the amount of \$15,825.00 for the design of Harvest Avenue Street Improvement.

BACKGROUND

The City Council, at their June 8, 2017 meeting, awarded a contract to Fountainhead from Los Angeles, California in the amount of \$62,030.00 for the Residential South Streets Improvement Design-Year 1 (Gridley Road, Dunning Street, and Darcy Street). At the request of the CIP Subcommittee, it was recommended that Harvest Avenue be included with the Residential South Streets Improvement Design-Year 1 plan. Fountainhead listed PSOMAS as a sub consultant to perform the street design. Since PSOMAS was already designing nearby streets, staff requested a proposal from them to perform the design of Harvest Avenue. Staff is recommending that the existing contract agreement with Fountainhead/PSOMAS be amended. Contract Amendment No. 1 is to include the design of Harvest Avenue for an additional amount of \$15,825.00.

FISCAL IMPACT

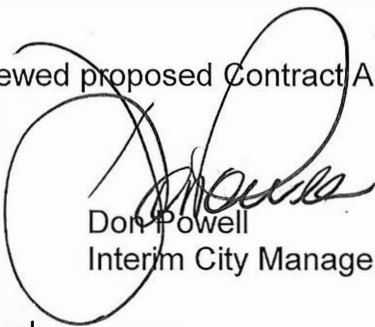
Proposed funding for Residential South Street Improvement Design-Year 1 (Harvest Avenue) is included in the Users Utility Tax / Capital Improvement Plan Fund.

INFRASTRUCTURE IMPACT

The proposed Residential South Streets Improvement Design-Year 1 (Harvest Avenue) will extend the service life by approximately 20 years and reduce pothole repairs and maintenance costs.

CITY ATTORNEY REVIEW

The City Attorney's Office has reviewed proposed Contract Amendment No. 1.


Don Powell
Interim City Manager

Attachments:

1. Contract Amendment No. 1
2. Fountainhead/PSOMAS Proposal

Report Submitted By: Noe Negrete, Director  Date of Report: September 6, 2017
Department of Public Works

ITEM NO. 13

CONTRACT AMENDMENT No. 1
Residential South Streets Improvements Design-Year 1
(Gridley Road, Dunning Street, and Darcy Street)

In accordance with the Contract Agreement dated June 8, 2017 as executed by Fountainhead, a California corporation, and the City of Santa Fe Springs (CITY), a municipal corporation, Contract Amendment No. 1 modifies the Scope of Services for the completion of Engineering and Design Services relating to the Residential South Streets Improvements Design-Year 1 (Gridley Road, Dunning Street, and Darcy Street).

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

AECOM TECHNICAL SERVICES:

Authorized Representative: Ivan Benavidez, Program Project Manager
Fountainhead
Address: 2400 E. Katella, Suite 800
Anaheim, CA 92806
Telephone No.: (714) 627-2518

SERVICES: CITY hereby add the following Scope of Services to include Harvest Avenue from Darcy Street to Longworth Avenue for Engineering and Design Services. Additional time is necessary to provide Engineering and Design Services for the project completion. Additional compensation in the amount of **\$15,825.00** shall be provided for engineering and design services of Harvest Avenue from Darcy Street to Longworth Avenue.

ACCEPTANCE of the terms of Contract Amendment No. 1 is acknowledged by the following signatures of the Authorized Representatives.

SUBMITTED BY:
CITY OF SANTA FE SPRINGS

ACCEPTED BY:
FOUNTAINHEAD

Noe Negrete, Director of Public Works

Ivan Benavidez, Program Project Manager

Date

Date

May 17, 2017

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

Re: Request for Quote – RESIDENTIAL SOUTH STREETS IMPROVEMENT DESIGN –
YEAR 1

Dear Mr. Negrete:

Addressing the resurfacing needs within the Residential South Streets project are critical to providing safe and sustainable routes for motorists and residents alike. Psomas understands this need and has the plan in place to address pavement rehabilitation and ADA compliance while keeping costs within budget. The City of Santa Fe Springs can be confident in the professionalism, expertise, and experience that our team brings, having a proven track record of successfully delivering similar projects for multiple municipalities in Los Angeles County and throughout Southern California.

As our proposal demonstrates, Psomas is uniquely qualified to deliver this project within the allotted design period for the following reasons:

- *Pavement Design Specialist* | Psomas' pavement rehabilitation design experience is enhanced by the support of GMU Geotechnical, Inc., led by its Director of Pavement Engineering, Roger Schlierkamp, PE.
- *Experienced & Cohesive Team* | Every member of our project team has had hands-on experience on recent, similar projects with local agencies which allows minimal to no learning curve in the delivery of this project. Psomas' team will be led by Anissa Voyiatzes, PE, ENV SP, QSD serving as Project Manager. The City can rest assured that key personnel identified within the proposal will be committed to perform their tasks throughout the duration of the contract.
- *Our Commitment to Quality* | Psomas has the responsibility for the accuracy and completeness of the maps, plans, reports, and construction cost estimates under its scope of work and will meet

555 South Flower Street
Suite 4300
Los Angeles, CA 90071-2405

Tel 213.223.1400
Fax 213.223.1444
www.Psomas.com

Mr. Noe Negrete

Page 2 of 2

May 17, 2017

Request for Quote – RESIDENTIAL SOUTH STREETS IMPROVEMENT DESIGN – YEAR 1

that responsibility through the implementation of a quality assurance plan. Our QA/QC Program is based upon the belief that *“Nothing is more important than design quality.”*

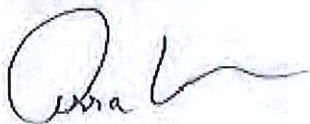
- *Responsiveness* | Psomas’ company headquarters are in downtown Los Angeles. Anissa can be on-site or at your City Hall in 25 minutes. We pride ourselves with our commitment to being available and adaptive to every project. The Psomas Team will provide exemplary responsiveness.
- *Cost Control* | In these challenging economic times it is incumbent upon every agency and its consultants to optimize the return on every dollar spent on capital improvement projects. Psomas is highly cognizant of this obligation and has the schedule, cost and quality control methods that have produced an excellent track record of delivering complete and accurate PS&E packages that meet the schedule and are within budget.

Most importantly, the Psomas Team has the necessary resources and expertise to get the job done. As a premiere engineering and surveying firm, Psomas offers the City a team of professional experts that specialize in Public Works transportation projects. The team we offer to you has a history of working together on similar projects. Our work plan and schedule are structured to satisfy the City’s budget and schedule.

Thank you for the opportunity to submit the enclosed proposal.. We are confident you will find our Team’s experience and capabilities to be an excellent match to the needs of this project, and we stand ready to commence work immediately. If you have any questions or need additional information, feel free to contact me at (213) 223-1461, or at avoyiatzes@psomas.com. We look forward to developing our relationship with the City and to building one with you, Mr. Negrete.

Sincerely,

PSOMAS



Anissa Voyiatzes, PE, ENV SP, QSD
Vice President / Senior Project Manager



Firm Overview and Personnel Experience

FIRM OVERVIEW

Founded over 70 years ago, Psomas is a leading consulting engineering firm serving clients with a focus in the transportation and public works markets. Since 1978, we have been consistently providing top-notch professional design services to the public and private sector.

Transportation and Public Works Services

Over the past decade, our Transportation and Public Works Group has provided roadway and highway planning, design, and program management services to various agencies on State, Federal and locally-funded projects. Our clients have included Caltrans, numerous cities throughout Orange and Los Angeles counties, and the Ports of Long Beach and Los Angeles. Our services include:

- Highway and Roadway Planning and Engineering Design Services
- Design Surveys
- Right-of-Way Engineering and Mapping
- Environmental Planning and Documentation
- Construction Observation and Contract Administration
- Constructability Reviews
- Program Management Services

In the following pages of this proposal, our team demonstrates an approach that takes into consideration the City's short-and long-term objectives proposed for the residential street rehabilitation.

PSOMAS TEAM PARTNER

GMU Geotechnical, Inc.

Geotechnical/Pavement Recommendations

GMU Geotechnical, Inc. (GMU) has built a strong reputation as a trusted consultant for some of the most challenging and recognizable projects located in Southern California. GMU approaches each project with the objective of developing innovative geotechnical and pavement engineering solutions. They make it a personal goal to find cost-effective and implementable solutions.

SIMILAR ROAD REHABILITATION EXPERIENCE

The Psomas Team has a proven record of successfully completing similar projects for various cities and municipalities in Southern California. This record demonstrates our capability and expertise to address the challenges in delivering improvements needed for this project. Psomas is supported by partner, GMU Geotechnical, a respected firm who we partner with frequently, and who are specialists in pavement engineering. Our team's experience working on recent and relevant projects is summarized in the table below.



Firm Overview and Personnel Experience

PROJECT	Pavement Design	Drainage Design	Traffic Engineering	ADA Compliance
Lantern District Pacific Coast Highway/Del Prado Town Center City of Dana Point, CA	✓	✓	✓	✓
Gilbert Street Reconstruction Orange County, CA	✓	✓	✓	✓
Anaheim Street Rehabilitation and Reconstruction Port of Long Beach, CA	✓	✓	✓	✓
Crenshaw Boulevard Rehabilitation City of Torrance, CA	✓	✓	✓	✓
Rosecrans Avenue Arterial Improvements City of Gardena, CA	✓	✓	✓	✓
Hawthorne Boulevard Rehabilitation City of Torrance, CA	✓	✓	✓	✓
Pacific Coast Highway Traffic Congestion Relief City of Dana Point, CA	✓	✓	✓	✓
Vermont Avenue Arterial Improvements City of Gardena, CA	✓	✓	✓	✓
El Toro Road Traffic and Landscape Improvements Lake Forest, CA	✓	✓	✓	✓
Arterial Highway Rehabilitation Program Dana Point, CA	✓	✓	✓	✓
Avenue R Complete Streets and Safe Routes to Schools City of Palmdale, CA	✓	✓	✓	✓
Pearblossom Highway Street Reconstruction City of Palmdale, CA	✓	✓	✓	✓
Wilshire Bus Rapid Transit (BRT) City of Los Angeles, CA	✓	✓	✓	✓
Avenue S Widening Phase II Improvement Project City of Palmdale, CA		✓	✓	✓
Various Pavement Rehabilitation Projects (GMU Geotechnical) City of San Juan Capistrano, CA	✓	✓	✓	✓
MacArthur Boulevard Pavement Rehabilitation Project (GMU Geotechnical) City of Newport Beach, CA	✓	✓	✓	✓
Portola Parkway Rehabilitation Project (GMU Geotechnical) City of Lake Forest, CA	✓	✓	✓	✓
2015 Residential Street Rehabilitation Project (GMU Geotechnical) City of Garden Grove, CA	✓	✓	✓	✓



Firm Overview and Personnel Experience

TEAM OVERVIEW

The team members we are proposing were handpicked specifically to address the requirements of this project and have the necessary experience and expertise to get the job done correctly. As demonstrated in this section, each team member is an experienced professional, capable of delivering elements to this project for allowing it to be completed on schedule and within budget constraints.

As Vice President, and a Transportation and Public Works Team Leader, **Steven Frieson, PE, ENV SP**, will serve as Officer-In-Charge and QA/QC Manager. Steven offers more than 34 years of extensive experience in managing roadway and transportation projects throughout Southern California. Steven will ensure this project is submitted accurately and completely, and that all required resources are provided to deliver the assignments on time and on budget, achieving the City's goals and objectives.

Project Manager

Anissa Voyiatzes, PE, ENV SP, QSD

Psomas is proud to offer Anissa Voyiatzes to serve as Project Manager and the City's main point of contact for this project. She has outstanding organizational and leadership skills, and extensive experience working with Public Agency staffs, County Boards of Supervisors, Commissions, and the general public. Anissa's 24 years of experience in managing and delivering roadway rehabilitation/reconstruction and public works capital improvement projects and programs for cities throughout Orange, Los Angeles, and Riverside Counties, as well as her current experience as Project Manager for contracts with local and regionally funded projects, will serve the City well on this contract. She has a proven approach and engaging management style, coupled with her comprehensive understanding of typical key issues for this type of project, makes Anissa a perfect fit for the Project Manager role.

Ms. Voyiatzes has 24 years of experience in civil engineering planning, design, program and project management for transportation and public works facilities. These projects have included roadway rehabilitation, reconstruction, beautification and streetscape projects that required extensive coordination, utility engineering, vehicular and pedestrian bridges, roadway widening, site grading, flood control facilities, drainage systems, sewer and water systems, parking lots and retaining walls. She specializes in public works projects for clients in Southern California. Her experience includes project management and design for improvement roadway plans, grading plans, and storm drain plans that incorporate sustainable design practices.



Over the past decade, our Transportation and Public Works Group has provided roadway and highway planning, design, and program management services to various agencies on State, Federal and locally-funded projects. Our clients have included Caltrans, numerous cities throughout Orange and Los Angeles counties, and the Ports of Long Beach and Los Angeles. Our services include:

Public transportation is all about the public. The focal points and primary public facilities should be readily visible, easily accessible, and promote a sense of a safe, secure, and comfortable environment. The City of Santa Fe Springs intends to retain a consultant engineer to perform an evaluation of the existing roadway pavement conditions, develop rehabilitation recommendations and prepare the construction documents (PS&E) for the pavement rehabilitation of the following residential streets:

South – Residential 1

Street	From	To	Length (ft)	Area (sf)
1. Gridley Road	Darcy Street	Longworth Avenue	910	28,210
2. Dunning Street	Longworth Avenue	END	520	18,720
3. Darcy Street	Orr and Day Road	END	915	31,110



Figure 1 – Typical Project Street Condition

Psomas has assembled a comprehensive, dedicated, and experienced team of professionals who have performed a site and roadway conditions evaluation to ensure we have a thorough understanding of the surrounding community and necessary improvements. Cost effective roadway rehabilitation and ADA compliance is our specialty, making the Psomas Team the perfect fit for this project. Our Team will be led by Anissa Voyiatzes, a California-licensed Civil Engineer whose vast amount of experience and expertise will help guide this project to success. The benefit to the City is that we can hit the ground running since our team has

a wide range of experience in various aspects of roadway/highway design, pavement/materials engineering, and has recently completed projects similar to the Residential South Streets Improvement Design project.

Site Conditions | These streets are classified as minor residential, therefore care will be needed to be taken in developing the directions to the Contractor that provides the utmost safety and accessibility during construction. In addition to the rehabilitation of the pavement, the design will address deficiencies in the curb and gutter, as well as the pedestrian pathway of travel. The City of Santa Fe Springs has lovely, well-maintained



residential neighborhoods and well-built sidewalks and driveways. The majority of these improvements have aged well and are in good condition. There is evidence of minor degradation in curb, gutter, and sidewalks, but overall the



Figure 3 - Curb and Gutter Uplift

they are compliant.

Psomas specializes in the compliance evaluation and design of curb ramps. Our ADA experts will verify if the ramp needs to be fully replaced, or if modifications will bring it to code, thereby finding the most economical solution. If a full replacement is necessary, most cases will be addressed by using current ADA standard plans, but in the unique cases where a standard needs to be modified to join the existing improvements, our designer will develop details for the construction of a compliant ramp. We also will locate and document impacts to the pedestrian path of travel, such as sidewalk uplift and lack of an ADA path at alleys. Based on discussions with the City, the 4-foot sidewalk width is acceptable.



Figure 2 - Localized Gutter Depression

streets look great.

ADA Compliance | The design team will evaluate each street for its compliance with current American with Disabilities Act (ADA) Standards. Top priority will be to install curb ramps where none currently exist. The team will also evaluate existing curb ramps to determine if



Figure 4 - Non-Compliant Ramp



Figure 5 - No Curb Ramp

valves, will be needed and will be shown accordingly on the improvement plans. We assume no utility impacts will require relocations, but based on the City's past experience of shallow water laterals, the construction documents will make clear the Contractor's responsibility to locate and protect all utilities. We intend to map known underground utilities using the ASCE Subsurface Utility Depiction Guidelines, SUE, in full removal areas. If, during the design there is a concern for the safety of utilities in a specific area, we will discuss with the City the need to add utility investigation services to the design phase as an additional service.

Pavement Evaluation | The pavement of the streets shows signs of degradation and the need for rehabilitation. Our team of pavement experts, including our geotechnical team partner, GMU, will evaluate the roadway conditions and develop pavement recommendations based on cost, constructability, and factors that are unique to residential streets. Areas of full pavement section replacement will be clearly identified in the construction documents.

Utility Research | Psomas will perform research and submit notification to the relevant utility companies within the project limits. Adjustments to grade of existing utility surface features, such as manholes and

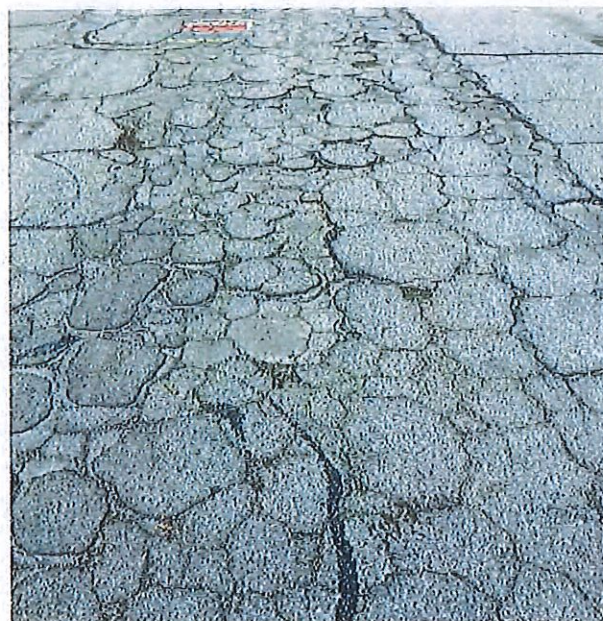


Figure 6 - Roadway Pavement Condition



Project Management Approach

Psomas' approach to project delivery involves a combination of administrative or management steps and procedures that ensure the project scope objectives are met, on time and within budget. The elements of the project management effort can generally be identified as communication, documentation and quality control. Anissa has the project management tools in place to ensure all aspects of the delivery process are implemented, and the goal and expectation of the City staff are met.

Communication

Communication starts with scope negotiation, a signed contract and a kick-off meeting and continues through the completion of the project. Without communication, a project will simply not be delivered. Psomas takes great pride in our communication protocols, and abilities. Our ultimate goal is to be an extension of City staff, ensure the City's project manager is always up-to-date on the status of each task, and there are no surprises.

Documentation

Proper documentation is critical for all projects, but especially for projects funded with multiple funding sources including local, state, and federal dollars. Psomas Team members have a wealth of experience delivering projects for local agencies that used local, state, and federal funds. We have excellent working relationships with METRO and Caltrans District 7 Local Assistance staff, which has proven quite valuable to our clients, and have a thorough understanding of the document control procedures required.

Psomas' document control management policies ensure files are complete and accurate and meet the requirements of the funding source. Our typical monthly project progress reports include the status of deliverables, utility and outside-agency efforts, cost and schedule snapshot and analysis, and issues discussion and recommended resolution actions. These monthly progress reports will be tailored to the needs and desires of the City.

In combination, Psomas' skills and efficiency in communications, coordination and documentation will provide the City with a transparent process for the duration of the project. From individual accountability to stakeholder communications and coordination; minor design decisions to recommendations for project funding sources, a well-conceived and accurate document control system must be in place as part of the overall project delivery methodology.

Quality Assurance / Quality Control

Psomas has the responsibility for the accuracy and completeness of the maps, plans, reports, and construction cost estimates under its scope of work and will meet that responsibility through the implementation of a quality assurance plan. Our QA/QC Program is based upon the belief that "Nothing is more important than design quality."

The individuals responsible for our Quality Control Program (QCP) are the project manager, and the quality control manager. Our QCP will be implemented over the length of the project, and is not merely a series of individual events/plan checks at a few points on the schedule. There are three major stages in our QCP: quality assurance (are we doing the right things?), quality control (are we doing things right?), and post-completion



Project Management Approach

quality evaluation (what can we do better?). Couple the three stages with a robust training program, and you have a staff with the experience, expertise, and the QA/QC tools to ensure a quality product every time.

In the quality planning stage Psomas uses the kickoff meeting to determine your QCP expectations. Steven Frieson, our Quality Assurance Manager, will then develop a work plan with the project manager based upon the client's input, the schedule, and the budget. The work plan identifies specific work products and establishes a set of relevant measures and standards of quality for each of those products.

Once work on the project begins, we move on to the quality control stage. In this stage we track the execution of the work plan, review our designs and work products, and communicate with the client and team members. We provide project information through our cloud based file sharing tools, allowing all team members to monitor the progress of our work plan. In this stage, the Quality Control Manager also facilitates detailed technical reviews of our field work, and design and those of all team members, to ensure that they meet the quality standards defined in the quality planning stage. This review is continuous throughout the life of the project and ensures a smooth and buildable final product.

We have enhanced this stage by taking advantage of new technologies and now save a master plan set in a cloud environment to reduce the amount of coordination errors. By having all team members reviewing, and commenting on only one document, we can track the comments and the coordination effort.

Finally, during the post-completion quality evaluation stage, we solicit verbal and written feedback from our client and team partners to assess our overall performance and identify improvement opportunities. All of these elements contribute to the success of our design review process.



Scope of Work

Task 1. Pre-Design Phase

The Psomas Team has the scope outlined in the Request for Quote and provides the follow scope of work to respond to the Request. This scope is based on a field review, discussion with City staff, and our knowledge and experience gain from years of successfully completing similar pavement rehabilitation projects.

1.1 – Project Management & Administration

Following the Psomas Project Management Approach, The Psomas Team, led by Anissa Voyiatzes, will provide management and coordination through the life of the project. Starting with a kickoff meeting and continuing throughout the design phase, Psomas will provide on-going coordination with the City's project manage and stakeholders. The number of meetings and hours of coordination is defined in the project fee schedule

1.2 – Preliminary Engineering

Research and Data Collection | Psomas will perform research, collect and review available information pertaining to the project, including existing survey data from as-built improvement plans, City maps, mylars of aerial photographs, utility information, and other available record data.

Field Investigation | The Psomas Team will conduct field investigations to verify all the topo base file and the existing features, and to identify all the relevant features. The field review will include design work necessary to inspect the project site with respect to needs for preparing engineering plans, including ADA accessibility and compliance. Existing physical street improvements, utilities and obstructions, signing and striping and other relevant items would be located in the field with sufficient precision to be shown accurately on the design plans. All information obtained from records would be verified in the field in conjunction with this review.

Utility Investigation and Base Mapping | Psomas will request maps and records from utility owners with facilities within the project limits and field verify the major utilities that are impacted. Utilities will be plotted on the project base sheets from the data received combined with the above ground utility features obtained from the field review. Based maps will be prepared following the guidelines of the Subsurface Utility Engineering (SUE) process, ASCE Guidelines for Depicting Underground Utilities.

Psomas has developed a detailed Utility Notification Matrix (Notification and Response Log) that will be used to record the utility's information and to document the coordination. The matrix will be kept up to date, and will be made available to the City, along with all responses and atlas maps.

Psomas will send out the first utility notice within five (5) days of the Notice to Proceed. We will follow up with the utility companies that have not responded within the first two weeks. As soon as the 75% plans are complete, second notices will be sent which detail the potential conflicts. At that point, if necessary,



Psomas will schedule field meetings with the affected agencies. One (1) utility field meeting is estimated and provided for in our scope and fee herein.

Topographic and Boundary Survey | Psomas will prepare Survey Base Maps for the project that will be used as the basis for design for the Team. The Base Map will be prepared using both Scanning and Conventional Surveying. The Scanning will provide maximum safety for the survey crews and the public by keeping the crews off of the streets while the Conventional Surveying will fill in the gaps missed by the Scanning and tie it all together. The following will be included in the mapping:

1. The extent of the mapping will be centered on those portions of Gridley Road, Dunning Street and Darcy Street noted per the RFP and will extend from back of walk to back of walk, full width of the street.
2. The centerline of the streets will be established based on found city centerline monuments of record while the Right-of-Way will be based on either LA County Assessor's Maps and/or underlying maps of record.
3. The centerline of the streets will be based on record data. In addition, the horizontal and vertical location of intersecting streets curbs will be obtained 50 feet past the BCR's.
4. Plan view cross section elevations will be shown every 50 feet and will be taken at back of walk, top of curb, flow line, edge of gutter, grade breaks, lane stripes and centerline as well as half of the intersections of intersecting streets.
5. All surface visible signs of improvements within the Right of Way will be located, including visible signs of utilities (excluding any invert elevations), signs, trees with trunk sizes, shrubs, cross gutters, local depressions, driveways, etc.

The Final Deliverable will consist of an AutoCAD file and accompanying DTM and will be based on State Plane coordinate values (NAD83) and a locally based vertical datum (NAVD88).

EXCLUSIONS

Obtaining the location of any monuments of record, including street centerline monuments, in support of Monument Preservation. It is assumed that the Contractor will be responsible for both monument Preservation and Restoration services.

Pavement Evaluation | The Psomas Team led by GMU will perform the Pavement Evaluation and provide recommendations based on the follow tasks:

1. Document Review, Pavement Surface Condition Assessment, and Dig Alert Coordination
 - GMU will perform a document review of existing as-built drawings. The information gathered from this review will be considered when performing engineering analysis (i.e., existing pavement section thicknesses, location of underground utilities, date of pavement construction, etc.).



- GMU will perform a limited pavement surface condition assessment to identify the type, extent, and severity levels of the pavement distresses in general accordance with ASTM D 6433.
- Pavement coring locations will be marked and Dig Alert (Underground Service Alert) will be notified to assess potential conflict with known underground utilities prior to performing pavement corings.

2. Subsurface Exploration

GMU will obtain a "No-Fee Excavation Permit" from the City of Santa Fe Springs for the proposed subsurface exploration. We have assumed permits from other agencies are not required.

- Pavement corings will be performed to a maximum depth of four feet below the top of the existing asphalt concrete surface using an electric-powered core drill. Sampling and digging below the AC section will be performed using hand tools. The thickness of the existing asphalt concrete (AC) and aggregate base (AB), if present, will be recorded. A bulk sample of the subgrade soil will be collected. At select locations, drive sample will be collected at the top approximate six inches of the subgrade to gather in-place density and moisture information. Upon completion of the sampling, the core hole will be back-filled with soil cuttings or other suitable backfill materials and asphalt concrete cold patch.
- GMU will perform the following number of pavement corings:
 - Project 1: South – Residential 1: 6 corings (1 day)
 - Gridley Road (Darcy Street to Longworth Avenue): 2 corings total (1 near each end)
 - Dunning Street (Longworth Avenue to Cul-de-sac): 2 corings total (1 near each end)
 - Darcy Street (Orr and Day Road to Cul-de-sac): 2 corings total (1 near each end)
- Traffic control for Project 1 will consist of cones to redirect vehicles around the work zone.

3. Laboratory Testing

Laboratory testing will be conducted on the samples collected from the field investigation program. Laboratory tests will include:

- R-value;
- Sieve No. 200 wash for soil classification;
- Atterberg Limits for soil classification;
- Maximum density and optimum moisture content;
- In-place moisture/density; and



- Sulfate content.

The quantity of testing has been estimated based on our experience on similar past projects. Additional lab testing may be required to develop specific types of pavement repair recommendations (i.e., unconfined compressive strength when implementing full-depth reclamation pavement reconstruction).

4. Pavement Analysis

Pavement engineering analysis will be performed in accordance with the Caltrans Highway Design Manual. This methodology considers the relationship between the traffic index (TI), subgrade soil strength (through R-value testing), and the gravel factors of the various pavement layers. We assume that 10- and 20-year traffic indexes (TI) will be provided to us for use in our analysis.

5. Pavement Evaluation Report

A final report will be prepared to summarize our findings, conclusions, and recommendations. The final report will include:

- Summary of information gathered from the document review;
- Project location map;
- Subsurface exploration location map;
- Pavement coring information (asphalt concrete thickness, fabric if encountered, aggregate base thickness, subgrade soil type, etc.)
- Select photographs of the pavement surface condition;
- Laboratory testing results;
- Conclusions regarding the potential causes of the pavement deterioration; and
- Pavement repair and rehabilitation recommendations (including thickness recommendations);

The final deliverable will include two pavement repair recommendations will be provided for each segment. The final report will be signed and stamped by a California registered geotechnical engineer.

ASSUMPTIONS

- We have assumed that traffic control plans are not required. If required, traffic control plans can be developed for an additional cost.
- We have assumed that pavement corings will be performed outside of Caltrans' or other agencies' right-of-way. Costs to obtain an encroachment permit to perform pavement corings within the Caltrans or other agencies' right-of-way is not included.
- We have assumed that the City will provide a free of charge permit for our field investigations. We have assumed that permits from other agencies will not be required and costs to obtain such permits have not been included.



- We have assumed backfilling the boreholes with the soil cuttings and surfacing them with AC cold patch is acceptable. Sand blasting spray mark, pavement grinding, and hot asphalt patch were not considered in our cost estimate.
- This proposal specifically excludes the assessment of environmental characteristics, particularly those involving hazardous substances at the site. In the event that obviously suspicious subsurface materials are encountered visually or by odor in the geotechnical test borings, such drilling will be immediately terminated until we receive direction from you. GMU will notify you as soon as possible of such an occurrence, and we will both mutually decide whether to continue, modify, or cease the remainder of the drilling program and whether an environmental assessment should be conducted. All added costs incurred because of suspected hazardous substances will be charged on a time-and-expense basis over and above the established fees for the site investigation.

Task 2. Design Phase

2.1 – Design Plans

The improvement plans will address the internal QA/QC comments, all surface utility feature dispositions, the limits of full removal areas in the roadway and parkway, and the reconstruction in kind of existing improvements damaged during construction.

Plans will be prepared for the 75%, 90%, and 100 % design level of completion based on the findings of the Preliminary Design Phase. It is assumed that the PS&E will be submitted as one package and that each submittal will be subject to review by the City. Comments from each review cycle received within the established time frames will be reviewed, discussed, and incorporated into the next scheduled PS&E submittal. Signature blocks for City will be added to the plans as appropriate.

The Psomas Team will meet with the City, as-needed, at each review to discuss the design and to clarify any comments, or responses to comments prior to finalizing the submittal. Comments received by the utilities and third party entities will be incorporated into subsequent submittals. All comments will be reduced to a matrix so that the responses can be tracked by Psomas and the City.

The plans will include the following:

- Title Sheet - 1 sheet
- Construction Notes, Details, and Typical Cross Sections - 2 sheet
- Roadway Rehabilitation Plan and Profile (1 inch=20 feet H, 1 inch=2 feet V) - 7 sheets
- Pavement Delineation Plans (to be shown on the Roadway Plans) -0 sheets

2.2 – Cost Estimate

The Psomas Team will prepare an Engineer's Construction Cost Estimate to be included in the 75%, 90% and 10% final submittals. A final Contract Item List (Bid Sheet) for all work items shown on the plans will be



prepared for the final submittal. The cost estimate will include quantities and unit costs with back up information as necessary.

This opinion of probable construction cost is based on recent bid results on similar projects and will be reviewed by our Construction Management team. The Engineer's Estimate will be developed based on our database of unit costs, with consideration of project size and location. Nevertheless, the competitive and unstable nature of the construction market creates an environment that can have differing outcomes of the Contractor bid pricing. Psomas cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost as prepared by the Engineer.

2.3 Specifications and Contract Documents

The Psomas Team will prepare specifications and Contract Documents using the City of Santa Fe Springs' boilerplate. The specifications will be submitted along with the plans to the City at 90% and 100% final submittals for approval. An outline only will be included with the 75% submittal. The Team will also prepare any special provisions relating to our design work, if needed. The traffic engineering design will conform to the Caltrans standard specifications and Standard Plans, while the roadway Improvement design will conform to the Greenbook: Standard Specifications for Public Works Construction.

The following services can be provided upon request, but are not a part of this proposal:

1. Storm water system improvements
2. Construction Phase services
3. Record Drawing Preparation
4. Community Outreach Services
5. Traffic Engineering Services, beyond replacement striping plans
6. Utility Investigation Services, including potholing
7. Traffic Control / Detouring Plans

WORK BREAKDOWN STRUCTURE (WBS) DISCRPTION	QA \ QC Manager & Constructibility Manager	Project Manager: Anissa Voylizes	Project Engineer: Vincent Hellens	Staff Engineer: Hugo Camberos	Project Assistant: Giovanna Tsoulouras	Total Hours	Direct Labor Subtotal	PSOMAS SURVEY	Geotechnical: GMU	Total Cost
Task 1. Project Management & Administration	\$215	\$190	\$145	\$110	\$80					
1.1 Project Management & Administration (including 5 meetings)	8	18	22		5	53	\$ 8,730	\$ -	\$ -	\$ 8,730
1.2 Preliminary Engineering							\$ -	\$ -	\$ -	\$ -
Research And Data Collection			2	4		6	\$ 730	\$ -	\$ -	\$ 730
Field Investigation		1.5	8	8		18	\$ 2,325	\$ -	\$ -	\$ 2,325
Utility Investigation and Base Mapping		1.5	8	16	3	29	\$ 3,445	\$ -	\$ -	\$ 3,445
Topographic and Boundary Survey				4		4	\$ 440	\$ 11,520	\$ -	\$ 11,960
Pavement Evaluation						4	\$ 580	\$ -	\$ 13,750	\$ 14,330
Task 2. Design Phase							\$ -	\$ -	\$ -	\$ -
2.1 Design Plans							\$ -	\$ -	\$ -	\$ -
Title Sheet (1 Sheet)				4		4	\$ 440	\$ -	\$ -	\$ 440
Construction Notes, Details, and Typical Cross Sections - 2 sheet		1.5	4	14		20	\$ 2,405	\$ -	\$ -	\$ 2,405
Roadway Rehabilitation Plan and Profile (1 inch=20 feet H, 1 inch=2 feet V) - 7 sheets		6	25	51		82	\$ 10,375	\$ -	\$ -	\$ 10,375
Pavement Delineation Plans (to be shown on the Roadway Plans) - 0 sheets							\$ -	\$ -	\$ -	\$ -
2.2 Cost Estimate		2	6	16		24	\$ 3,010	\$ -	\$ -	\$ 3,010
2.3 Specifications and Contract Documents (Outline Only with 75% submittal)		6	16		4	26	\$ 3,780	\$ -	\$ -	\$ 3,780
PROJECT TOTAL =	8	37	95	117	12	269	\$ 36,260	\$ 11,520	\$ 13,750	\$ 61,530
STAFF UTILIZATION =	3%	14%	35%	44%	4%		Reimbursables (Final Submittal Bond Only)			\$ 500
									Sub Total	\$ 61,530
									TOTAL FEE =	\$ 62,030



NEW BUSINESS

Engineering Design Services – Florence Avenue Widening Project – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

- Amend the Adopted Capital Improvement Program for FY 2012/15 to include the Florence Avenue Widening project.
- Accept the Proposals;
- Award a Contract to Anderson Penna from Newport Beach, California in the amount of \$234,263.00 for the design of the Florence Avenue Widening project; and
- Authorize the Mayor to execute the agreement with Anderson Penna.

BACKGROUND

The City Council, at their October 8, 2015 meeting, awarded a contract to seven firms to provide On-Call Professional Engineering Services for a broad range of engineering services including various capital improvement projects. The following is the list of firms:

Firms

1. Anderson Penna
2. BKF Engineering
3. Fountain Head
4. Onward Engineering
5. PreScience
6. South Star Engineering
7. VA Consulting (Firm Disbanded)

On June 21, 2017 staff solicited proposals from three (3) of the six (6) On-Call Professional Engineering firms for the Florence Avenue Widening Project. The scope of work includes widening Florence Avenue for approximately ½ mile, and will use portions of the adjacent frontage roads to accomplish the widening with minimal Right of Way impacts. The primary project objective is to accommodate three lanes of travel in the Westbound and Eastbound directions between Orr & Day Road to Pioneer Boulevard. There will also be a new signal installation at Ringwood Avenue/Lake Center Park Lane, which will facilitate vehicular turn movements and pedestrian access.

The City received proposals from the following three (3) firms:

1. Anderson Penna
2. Onward Engineering
3. BKF Engineering

The three-member evaluation team consisting of Noe Negrete, Director of Public Works; Robert Garcia, Capital Improvements Manager; and Jose Larios, Engineering Intern. The evaluation reviewed each of the proposals based on project-specific criteria to include the firm's capability to perform the work, project understanding, project team qualifications and relevant experience, references and cost proposal.

The results reflect Anderson Penna as the highest rated firm. Attached evaluation summary of the proposals is included with the report along with the agreement and the proposal submitted by Anderson Penna. The proposals submitted to the City, and the evaluation score sheets are on file in the Public Works Department.

FISCAL IMPACT

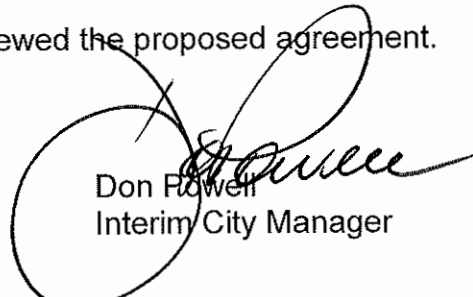
On June 15, 2016, the Los Angeles County Metropolitan Transportation Authority (METRO) Board programmed \$600,000 from the I-605 Corridor Hot Spots Interchanges, Measure R Funds, for the design of the Florence Avenue Widening Project. Staff intends to go back to the Metro Board and request the funding for construction once the design is complete. Staff estimates the construction of the project to be approximately \$2.2 million, which includes, construction and construction management.

INFRASTRUCTURE IMPACT

The proposed Florence Avenue Widening Project will increase vehicle capacity by adding one additional lane of travel in the Westbound and Eastbound directions from Orr & Day Road to Pioneer Boulevard.

CITY ATTORNEY REVIEW

The City Attorney's office has reviewed the proposed agreement.



Don Powell
Interim City Manager

Attachments:

1. Evaluation Summary
2. Professional Services Agreement

**City of Santa Fe Springs
On-Call Professional Engineering Services
Florence Avenue Widening Project
Evaluation Qualification Ratings**

Proposal Evaluation	1			2			3		
	Anderson Penna			Onward Engineering			BKF		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Expereince and Capability of the Firm	14	14	14	13	13	13	12	14	13
Project Manager	19	18	19	17	17	19	17	17	17
Project Team	19	20	17	17	17	17	18	18	17
Project Understading and Approach	19	18	17	19	19	17	16	19	17
Past Experience and References	9	10	10	9	9	10	7	7	10
Pricing	12	14	10	12	13	6	6	12	6
Subtotal Scores:	92	94	87	87	88	82	76	87	80
Average Scores:	91			86			81		

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
ANDERSON PENNA**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12TH day of September, 2017 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and Anderson Penna, a ("Consultant").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to the City of Santa Fe Springs as more fully described herein; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

Anderson Penna-
Florence Ave Widening Project

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed **\$234,263.00.**

Anderson Penna-
Florence Ave Widening Project

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue until the Scope of Work has been completed.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually

Anderson Penna-
Florence Ave Widening Project

rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail

over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:
Attn: Matt Stepien
Anderson Penna
3737 Birch Street, Suite 250
Newport Beach, CA 92660
Tel: (949) 428-1500

IF TO CITY:
Attn: Noe Negrete, Director of Public Works
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Tel: (562) 868-0511

Courtesy copy to:
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: Finance Director

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto

Anderson Penna-
Florence Ave Widening Project

agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political

Anderson Penna-
Florence Ave Widening Project

Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a

Anderson Penna-
Florence Ave Widening Project

waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

CONSULTANT

_____ Signature	_____ Date
_____ Name and Title	_____ Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

_____ William K. Rounds, Mayor	_____ Date
-----------------------------------	---------------

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

_____ Yolanda Summerhill, City Attorney	_____ Date
--	---------------

Anderson Penna-
Florence Ave Widening Project

EXHIBIT A
REQUEST FOR PROPOSALS



11710 Telegraph Road · CA · 90670-3679 · (562) 868-0511 · Fax (562) 868-7112 · www.santafesprings.org

"A great place to live, work, and play"

**ON-CALL PROFESSIONAL ENGINEERING SERVICES
REQUEST FOR QUOTE - STREET WIDENING DESIGN
FLORENCE AVENUE (ORR & DAY ROAD TO PIONEER BOULEVARD)**

SERVICE

The City of Santa Fe Springs is requesting a quote for the design of street improvements on Florence Avenue from Orr & Day Road to Pioneer Boulevard. The primary objective of the design is to accommodate three lanes of travel in the Westbound and Eastbound directions.

BACKGROUND

Florence Avenue is designated as a Secondary Arterial. From Record Drawings, the existing street is approximately 2600 foot long, 76 foot wide, from curb face to curb face. The street structural section consist of 4 inch asphalt concrete over approximately 8 inch aggregate base, and was constructed in two phases between 1961 & 1966. The street has PCC curb and gutter, with a 24 inch gutter pan, 12 foot parkway, and a 10 foot wide PCC sidewalk on the Northside. On the Southside is a raised median island separating Florence Avenue and the residential service road. Within the raised median is stamped concrete, mature trees, irrigation, street lights and various concrete pedestrian bus pads. The street grade is approximately 0.29%, draining to a set of existing catch basins within the project limits. Florence Avenue is flanked with various mature tree specimens in addition to having a raised center median island. The center median island is landscaped harboring mature trees, irrigation, and stamped concrete.

The Union Pacific Railroad bisects Florence Avenue approximately 110 feet west of Pioneer Boulevard. The railroad crossing is frequently used by freight trains.

The Average Daily Traffic is as follows:

- Eastbound Direction Total - 22,178
Peak Hour - 07:15am and 04:30pm
- Westbound Direction Total - 22,180
Peak Hour - 6:45am and 04:00pm

SCOPE OF WORK

The following is the scope of work:

1. City staff will provide any relevant data that would facilitate the street expansion to accommodate the three lanes of travel in the Westbound and Eastbound direction of travel.

2. The Firm/Consultant will include the following items as part of the design:

- Perform street cores samples/analysis, deliver sample results to the City.
- Perform engineered survey for existing curb and gutter flowlines and pavement cross falls.
- Design options to accommodate three lanes of travel in each direction.
- Design options for pavement, curb, and gutter sidewalk, driveway.
- Construction estimates for each design option in Microsoft Excel.
- Construction plans hardcopy at 24" x 36" and in ACAD (DWG) format.
- Construction specification in Microsoft word.

3. The Firm/Consultant must obtain a NO-Fee Excavation Permit from the City for the street cores.

EVALUATION OF RFQ

The RFQ will be evaluated on the following criteria:

- Firms capability to perform design
- Understanding of design
- Firms project team qualifications
- References
- Fee

TENTATIVE SCHEDULE

- | | |
|--|-------------------|
| • Award of Contract: | August 24, 2017 |
| • Kick-off Meeting & Notice to Proceed will be issued: | September 6, 2017 |
| • Submit 75 % Design: | November 2, 2017 |
| • Submit 100% Design, Plans & Specifications: | December 8, 2017 |

4. DELIVERY OF REQUEST FOR QUOTE

Please submit one quote in a sealed envelope, plainly marked "**Request for Quote - Florence Avenue Street Expansion Design**". **Submit via mail or hand delivery by 3:00PM on Wednesday, July 19, 2017:**

Noe Negrete
Director Public Work/ City Engineer
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, Ca 90670

Should the consultant have any questions, please contact Robert Garcia, CIP Manager at (562) 409-7540.

EXHIBIT B

CONSULTANT'S PROPOSAL

Proposal to Provide

**Professional On-call
Engineering Services
Street Widening Design
Florence Avenue
(Orr and Day Road to Pioneer Boulevard)**



July 19, 2017

Submitted by:



3737 BIRCH STREET, SUITE 250 • NEWPORT BEACH, CA 92660 • 949 428 1500

1225 W. 190TH STREET, SUITE 255 • GARDENA, CA 90248 • 310 359 1203

1680 IVAN BUREN BOULEVARD • RIVERSIDE, CA 92504 • 951 200-3021

WWW.ANDPEN.COM



July 19, 2017

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

**Subject: Professional On-call Engineering Services Street Widening Design Florence Avenue
(Orr and Day Road to Pioneer Boulevard)**

Dear Noe:

AndersonPenna Partners, Inc. (APP) appreciates this opportunity to present our proposal for this important project. APP has established a significant presence completing municipal public works engineering projects along the I-605 corridor, including recent projects for the Cities of Whittier, Santa Fe Springs, Norwalk, Downey, Seal Beach and Long Beach. More specifically and more importantly to the current RFP, APP staff has completed over the last few years, and is currently completing, street design projects for the City of Santa Fe Springs, which will help during the design and review phases of the project, since we know the City staff, formats and procedures. This client knowledge, combined with APP's design experience on arterial roadway median and rehabilitation projects, makes us a perfect fit for the design of the Florence Avenue Street Widening Project.

One of APP's discriminating factors is our desire to understand the project issues at the proposal level, so that we can provide the most-appropriate personnel and level of effort and so that surprises are eliminated or minimized during the design process. For this specific proposal, our effort has included the following;

- Discussions with staff;
- Significant review of City and Caltrans plans;
- Detailed field reviews focusing on roadway widening, non ADA-compliant pedestrian features and median/divider island design;
- Discussions amongst the Team regarding median and curb alignments;
- Discussions amongst the Team regarding Green Street design features.

As a result of the effort described above, we have identified several **preliminary key design ideas**, which will result in **minimizing the amount of street widening, providing a continuous sidewalk on the south side of the street, innovative water quality treatment ideas and construction cost savings**. Our preliminary recommendations include the following:

- Maintain the existing northerly curb, modify the horizontal alignment of the existing raised median and widen the southerly curb by 2'.
- Reconstruct the median island and divider island landscaping to meet current State standards.
- Utilize the existing divider islands between the frontage road and Florence as a water quality feature by excavating below the adjacent street and allowing water to be collected within the existing divider island footprint.

- Since the construction budget seems able to accommodate it, consider reconstructing the street with a thicker structural section, similar to what APP is proposing on the segment of Florence from Norwalk to Bloomfield.
- Consider minor median modifications on westbound Florence east of Pioneer to initiate the third westbound lane at the beginning of the left turn pocket to southbound Pioneer.
- Add a sidewalk, on the far side of the frontage road, to provide a continuous ADA-compliant pathway, for the segments where one does not exist.

The RFP has stressed the importance of schedule on this project. As stated above, knowledge of the City of Santa Fe Springs procedures and staff will be critical to timely City reviews. The assembled Team is schedule-conscious and will work to expedite all phases of the project.

In addition to our relationships with the City of Santa Fe Springs, APP staff has developed a strong reputation as one of the premier arterial median and widening design companies in Southern California. A partial list of pertinent projects by APP staff during the last 10 years includes the following:

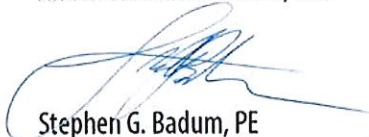
- Lakewood Boulevard Median and Widening in Downey
- Alondra/Valley View Intersection Widening in Santa Fe Springs
- Rosecrans/Valley View Intersection Widening in La Mirada
- Comstock Avenue Widening in Whittier
- Wardlow Avenue Median and Pavement Rehabilitation in Long Beach
- Bristol Street Median Improvements in Costa Mesa
- Lincoln Avenue Widening in Anaheim
- Katella Avenue Widening in Anaheim
- Beach/Whittier Intersection Widening in La Habra
- Hacienda/Whittier Intersection Widening in La Habra

The assembled Team members have an average of over 20 years' experience in their respective areas of expertise. In addition to their specific industry experience, the Team has extensive experience working together on many of the projects identified above. This experience will enable the City of Santa Fe Springs to have a quality end product that **proceeds on-schedule, is designed within budget at a reasonable cost and is constructed without problems.**

If you have any questions about the contents of this proposal, please feel free to contact Matt Stepien at (949) 370-3164 or mstepien@andpen.com

Respectfully submitted,

AndersonPenna Partners, Inc.



Stephen G. Badum, PE

Vice President, Engineering and Municipal Services

Table of Contents

1. Team Qualifications	1
Project Manager, Matt Stepien, PE	1
Subconsultants	2
Organization Chart	4
Relevant Past Experience	17
Quality Assurance/Quality Control (QA/QC) Management.....	19
2. Understanding/Scope of Work	20
Field and Data Review Observations	20
Key Issues/Key Discriminators	20
Scope of Work	25
3. References	33
4. Fee Proposal	34

1. Team Qualifications

The APP Team is completely qualified and looking forward to the opportunity to provide civil engineering services for design of street improvements for Florence Avenue, between Orr and Day Road to Pioneer Boulevard. We will provide the City with an experienced team committed to delivering and maintaining a high level of customer service and for the prompt and successful delivery of all engineering projects.

Project Manager, Matt Stepien, PE

Project Manager, Matt Stepien, PE will be the City's primary point of contact and the APP team project manager. Matt has substantial experience working with numerous Los Angeles and Orange County municipalities. Matt has more than 30 years of civil engineering experience in Southern California with an emphasis on the design and management of municipal roadway and infrastructure improvement projects. He has been responsible for the preliminary and final design of numerous utility and roadway projects, preparing master planning studies, PS&Es, and quality control for all types of municipal engineering projects. Recent experience includes planning and design for infrastructure projects for the cities of La Mirada, Stanton, Costa Mesa, Seal Beach, Laguna Beach, Anaheim, Long Beach, Downey, Norwalk, and La Habra. He has served as project manager for numerous significant engineering projects during the last 20 years, all having one thing in common – **they were successfully built without problems.**

Project Manager's Representative Project Experience

Matt has provided design and project management services for the following:

Santa Fe Springs Experience:

- Alondra/Valley View Intersection Widening
- Rosecrans/Valley View Intersection Widening
- Parkmead Street Reconstruction
- Florence Avenue Rehabilitation
- Citywide Pavement Evaluation
- Citywide Sidewalk Evaluation

Arterial Street Design Experience:

- Whittier Boulevard and Hacienda Road Intersection Improvements, City of La Habra
- Whittier Boulevard and Beach Boulevard Intersection Improvements, City of La Habra
- Lakewood Boulevard Median and Widening, City of Downey
- Wardlow Avenue Median and Pavement Rehabilitation, City of Long Beach
- Bristol Street Median Improvements, City of Costa Mesa
- Katella Avenue Widening in Anaheim
- La Palma Avenue and State College Boulevard Widening, City of Anaheim
- Lincoln Avenue Widening, City of Anaheim
- Kermore Lane Widening, City of Stanton

Through working with local agencies on various public works infrastructure projects over the years, Matt has developed several creative solutions to reduce design and construction costs and has been responsible for numerous projects being successfully constructed. Matt will be supported by an experienced team, hand-selected because of their technical expertise and extensive experience working on other on-call civil engineering projects.

- Comstock Avenue Widening, City of Whittier
- Atlantic/Pacific Coast Highway Intersection Improvements, City of Long Beach
- La Veta Street Widening, City of Orange
- Bristol Street Widening, City of Santa Ana
- Harbor Boulevard Widening, City of Anaheim

Matt will be supported by an experienced team, hand-selected because of their technical expertise, but also because of their working relationship with APP staff and experience working on other Santa Fe Springs projects.

Subconsultants

Service Key Personnel	Subconsultant	
Survey Kelvin Kitaoka - PLS	Kelsurveys, Inc. 1740 East Garry Ave., #110 Santa Ana, CA 92705	<ul style="list-style-type: none"> • Significant work relationship with APP staff and familiarity with Santa Fe Springs: Florence Ave.; Parkmead Reconstruction; Alondra/Valley View Widening • Significant work relationship with APP staff: surveyed OCTA LOSSAN Slope Stabilization, I-605 Arterial Hotspots (LA Metro), Eastvale Streets Reconstruction, La Mirada Neighborhood Street Rehab, Comstock Widening (Whittier), Leslie/Imperial Widening (La Habra)
Pavement and Soils Ted Riddell, PG, CEG	Associated Soils Engineering, Inc. 2860 Walnut Avenue Signal Hill, CA 90755	<ul style="list-style-type: none"> • Significant work relationship with APP staff: Beach/Whittier Intersection Improvement (La Habra), Firestone Blvd. Improvements (Downey), Broadway Improvements (Laguna Beach) • Recognized experts in pavement design
Traffic Mark Esposito, PE, TE	ADVANTEC Consulting Engineers, Inc. 21700 Copley Dr., Suite 350 Diamond Bar, CA 91765	<ul style="list-style-type: none"> • Significant work relationship with APP staff: Lincoln Ave. Widening (Anaheim), Firestone Blvd. Median Island Improvements (Downey) • Traffic design expertise
Landscape Architecture Don Wilson, RLA	Cornerstone Studios, Inc. 106 West 4th Street # 5th Santa Ana, CA 92701	<ul style="list-style-type: none"> • Significant work relationship with APP staff: Bristol Median Project (Costa Mesa), Plan Checking On-call (Lake Forest) • High-profile landscape experience
Potholing Jim Mihld	Boudreau Pipeline Corp. 463 North Smith Avenue Corona, CA 92880	<ul style="list-style-type: none"> • Significant work relationship with APP staff: OCTA LOSSAN Slope Stabilization, I-605 Arterial Hotspots (LA Metro), Eastvale Streets Reconstruction, Pavement Rehabilitation Ximeno Ave. and Redondo Ave. (Long Beach), Lincoln Ave. Widening (Anaheim)



Geotechnical services will be provided by **Associated Soils Engineering, Inc. (ASE)**, a California Corporation, incorporated in 1974. Headquartered in Signal Hill, ASE has been in business for 38 years providing services to many municipalities and special districts as well as private industry throughout Southern California. ASE's in-house laboratory has been certified by the State of California Department of Transportation (Caltrans), accepted by the State of California Division of State Architect (DSA) under the Laboratory Evaluation and Acceptance program (LEA 224), as well as AASHTO/CCRL and AMRL (Hot Mix Asphalt, Aggregate, Soil, & Portland Cement Concrete) and the City of Los Angeles. ASE is committed to providing geotechnical engineering and soils and materials testing services with a high degree of professional excellence and proficiency. ASE uses its nearly four decades of Southern California experience to provide quick and cost-effective geotechnical solutions to projects.



Founded in 1998, **ADVANTEC Consulting Engineers, Inc. (ADVANTEC)** is a professional consulting firm specializing in planning, engineering and technology services for public and private sector transportation needs. Their name stands for their focus to capture ADVANCEMENTS in TECHNOLOGY for the benefits of their clients, thus providing innovative solutions that meet the needs of their clients and the public they serve. ADVANTEC has assisted over 105 Southern CA municipalities, Caltrans Districts 6, 7, 8, 11 and 12, SANBAG, OCTA and LA METRO in meeting their transportation engineering needs. Demand for improving traffic flow on highways to expansion of highway and transit systems has put ADVANTEC's technology-based approach towards problem solving into success for all their clients.



CORNERSTONE STUDIOS **Cornerstone Studios, Inc. (CSI)** is a California corporation established in 1998 that specializes in landscape architecture, park planning, urban design, and resource analysis. CSI is a woman-owned, minority- and disadvantaged business enterprise (WBE, MBE, and DBE) certified by LACMTA, County of Los Angeles, and OCTA. The firm is led by its two principals, Renie Meier-Wong and Don Wilson, who each have over 35 years of experience. Their projects encompass a wide range of the built environment, with emphasis on outdoor improvements, park and recreation areas, schools and athletic fields, urban sites, transportation facilities, streetscapes, military facilities, housing, community centers, police and fire stations. CSI has extensive experience working with public and private clients in California and throughout the U.S.

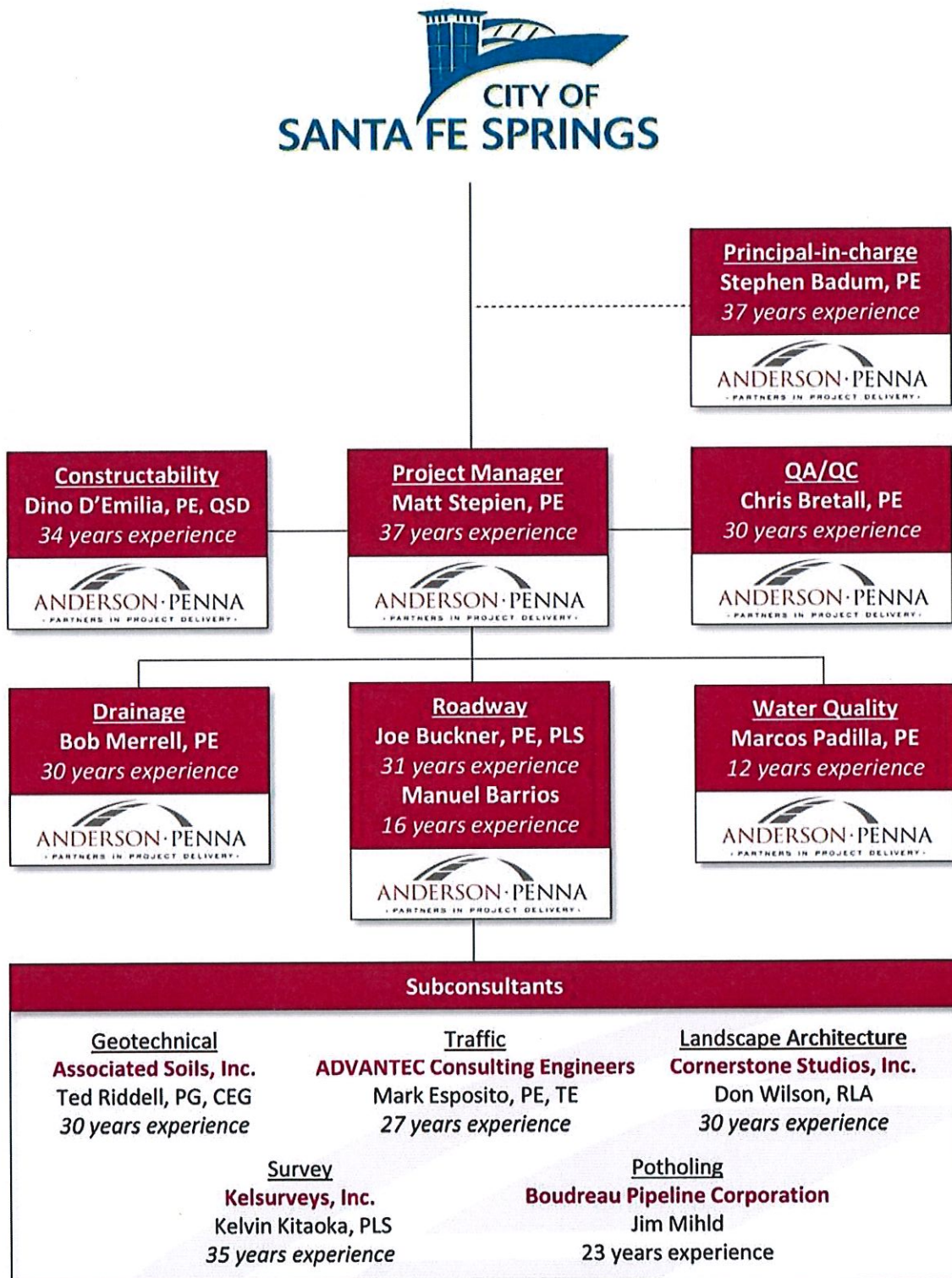
Kelsurveys, Inc.

Kelsurveys, Inc. (Kelsurveys), a land surveyor consultant, is an S-Corporation, a Nevada Corporation formed in 2001, operated solely by Kelvin Kitaoka, President. Their office resides in the City of Santa Ana, CA. Kelsurveys is diverse in performing many survey tasks that involve GPS Network Controls, Boundary, ALTA, Record Mapping, FEMA's Letter of Map Amendments (LOMA) Applications, Marine Batter Pier, high rises (max. five-stories), topography, design street surveys, construction, aerial controls, legal's and sketch, lot line adjustments, and as-built surveys. They are approved by the California Unified Certification Program (CUCP) #34096, as a Disadvantaged Business Enterprise (DBE) as defined by the US Department of Transportation (DOT) CFR 49 Part 26. Due to undergoing a renewal process their status can be verified at www.dot.ca.gov/hq/bep/find_certified.htm and initiate the DBE query.



Boudreau Pipeline Corporation (Boudreau) is proud to have built the wet utility and storm drain infrastructure that supports some of Southern California's most recognizable private and public development projects. By completing these projects safely, on time and within budget, they've earned the reputation for being the most trusted wet utility contractor in the region.

Organization Chart



Matt Stepien, PE

Project Manager

Education:

BS/1979/Civil Engineering/California Polytechnic University, Pomona

Registration:

1982/ PE/ CA #35500 (Expiration Date – 09/30/2017)

Years' Experience:

37

A Registered Civil Engineer, Matt Stepien, PE, has extensive civil engineering experience with an emphasis on the design and management of municipal roadway and infrastructure improvement projects. Matt has substantial project experience with Los Angeles County cities, including Downey, Long Beach, Santa Fe Springs, Palos Verdes Estates, and unincorporated Los Angeles County. Since 2009, Matt has led on-call civil engineering efforts for the Cities of Long Beach and Downey, overseeing more than ten miles of roadway rehabilitation projects in Long Beach and four miles of roadway widening and rehabilitation in Downey. He is a leader in the private engineering sector for pavement recycling.

RELEVANT EXPERIENCE

On-call Engineering Services, City of Santa Fe Springs, CA. Project manager for a broad range of professional engineering services in support of and in close coordination with the City's Public Works/Engineering Division. These services will be provided on an as-needed basis through a Request for Quote for each specific project. The APP team will provide all services required for this on-call professional engineering services contract including: engineering; structural engineering; engineering staff augmentation; construction management and inspection; architecture; and landscape architecture. Projects to date include:

- **Parkmead Street Improvement Design.** Project manager for a street design services for Parkmead Street from Jersey Avenue to Pioneer Boulevard in Santa Fe Springs. The project entailed the total reconstruction of the curb/gutter, pavement rehabilitation, reconstruction of deteriorated sidewalk and driveways and replacement of the street trees (which had contributed significantly to pavement and curb uplift). The recommended pavement rehabilitation resulted in significant construction cost savings by avoiding the total reconstruction of the existing pavement section.
- **Citywide Pavement Evaluation and Analysis.** Project manager for evaluating, analyzing and prioritizing the City's entire roadway system. The project involves field work to evaluate the roads, pavement corings to determine the existing street structural section, identifying recommended strategies to rehabilitate the streets, development of construction cost estimates and a 3-year prioritization of the various projects based on the City's budget of \$17 million. In conjunction with APP's recommendations, we are proposing an extensive amount of pavement recycling (FDR, CIR, CCPR) which will save the City up to 50% on the pavement construction costs, allowing the City to significantly stretch their pavement resources. Additionally, for a number of the streets, we are proposing to reutilize the existing base material and just recycle the A.C. portion of the pavement.
- **Citywide Sidewalk Evaluation and Analyses.** Project manager for providing engineering services for sidewalk inspection of the City's entire sidewalk system. The scope of work includes: development of recommendations to remedy tripping hazards and non-ADA compliant sidewalks; preparation of a summary report including construction cost estimates; and incorporation of the evaluation results and recommendations into the City's existing GIS system. The project requires extensive experience and familiarity with the maintenance and repair of local sidewalks. APP is responsible for providing data that is compatible with the City's existing XY-Maps GIS-based system. (Fee: \$61,260) Richmond Street Arterial Improvements, City of El Segundo, CA. Project manager providing engineering for downtown area arterial improvements involving 1,600 linear feet with 60 feet of street and sidewalk width. Design work centered on the street, sidewalk, parking, survey, traffic and landscaping upgrades. Resolved a key issue, an acute downtown parking problem, by engaging community in outreach meetings and creating street, sidewalk and parking design solutions.

I-605 Arterial Hotspots, Los Angeles County Metropolitan Transportation Authority (LA Metro), La Mirada and Santa Fe Springs, CA. Project manager overseeing engineering services to complete PS&E for two intersection improvement projects led by LA Metro, in collaboration with the Cities of La Mirada and Santa Fe Springs. The improvements involve two Valley View Avenue locations, one at Alondra Boulevard, the other at Rosecrans Avenue.

Lincoln Avenue Widening Design, City of Anaheim, CA. Project manager providing engineering design for project to widen 3,000 feet of Lincoln Avenue from East Street to Evergreen Street. Design work includes median, street, traffic, storm drain, landscape and private property improvements. Other work includes preparing an alignment and traffic studies, legal descriptions and Water Quality Management Plan.

Hacienda/Whittier Intersection Widening, City of La Habra, CA. Project manager responsible for the design of roadway improvements in the City of La Habra. Project included the design of roadway widening, median, sidewalk and offsite improvements, preparation of TCEs and plats, and processing through Caltrans for Fact Sheet and encroachment permit approvals.

La Palma/Tustin Intersection Widening, City of Anaheim, CA. Project manager responsible for the design of roadway improvements in the City of Anaheim. Project included the design of roadway widening, median, sidewalk, retaining wall, and offsite improvements and preparation of TCEs and plats.

Atlantic Boulevard at Pacific Coast Highway Intersection Widening, City of Long Beach, CA. Project manager responsible for the preparation of construction documents for roadway, utility and parking lot improvements at this key arterial intersection, including the design of parking lot lighting, drainage improvements, and fencing.

Firestone/Lakewood Intersection Widening, City of Downey, CA. Project manager for the design of roadway widening improvements for this key intersection in Downey. The project included median and parkway landscaping, scored sidewalk, pedestrian lighting, street furniture, and significant utility construction.

Lakewood Boulevard Widening, City of Downey, CA. Project Manager for the preliminary and final design of three miles of streetscape and roadway widening improvements for this \$30 million project. The project included extensive right-of-way acquisition, Caltrans Encroachment Permits, traffic signals and lighting, relocation of water, electrical and storm drain facilities, recycled water, median and parkway landscaping, decorative concrete intersections, scored sidewalk, pedestrian lighting, and street furniture.

Kermore Lane Widening, City of Stanton. Project Manager responsible for preparation of plans, specifications and cost estimates for the total reconstruction of this local street which previously had no curb, gutter or sidewalk. APP developed a modified roadway cross-section that accounted for additional on-street angled parking. The final roadway structural section resulted in 50 percent construction cost savings by using the FDR process. The project included the design of water quality improvements, street lighting and redesign of private property improvements impacted by the roadway widening.

Richmond Street Widening Improvements, City of El Segundo, CA. Project manager for providing engineering services for Richmond Street arterial improvements located between El Segundo Blvd. and Holly Ave. within the downtown area for 1,600 lineal feet with 60 feet of street and sidewalk width. Design work includes street, sidewalk, parking, survey, traffic and landscape improvements. A critical issue is solving the impacted downtown parking problem by engaging the community in outreach meetings and providing street, sidewalk, and parking design solutions.

La Veta Avenue Widening, City of Orange, CA. Project manager for the widening of 1.3 miles of arterial highway in the City of Orange. The project was complicated by the extent of commercial development adjacent to the existing roadways. The project included traffic calming, median and parkway landscaping, parking lot modifications, and extensive reconstruction of private property improvements.

Chris Bretall, PE

Education:

Quality Assurance/Quality Control

BS/1987/Civil Engineering/California State University, Fullerton

Registration:

1987/PE/Civil/CA C41824

Years' Experience:

30

Chris Bretall, PE, has 30 years of project management, design and oversight experience on a wide variety of transportation projects for various southern California municipalities, counties and transportation agencies including the County of Orange, Caltrans, OCTA and the Los Angeles County Metropolitan Transit Authority. His background includes design and project management of street and utility improvements. Chris manages diverse teams that deliver project study reports, project reports and PS&E packages as well as provides engineering services during construction. He has extensive knowledge of agency standards and regulatory and third-party coordination requirements.

RELEVANT EXPERIENCE

I-605 Arterial Hotspots in the Cities of La Mirada and Santa Fe Springs, Los Angeles County Metropolitan Transportation Authority (LA Metro), CA. Quality control manager for the preparation of PS&E for two intersection improvement projects led by LA Metro in collaboration with the Cities of La Mirada and Santa Fe Springs. The intersection improvements are at two Valley View Avenue locations, Alondra Boulevard and Rosecrans Avenue.

On-call Civil Engineering, City of Long Beach, CA. Project manager for the preparation of plans, specifications and cost estimates. The projects encompassed roadway, storm drain, parking lot, traffic, lighting, and landscape improvements and focused on numerous roadways within the City – Magnolia Avenue, Atherton Street, Atlantic Avenue, Spring Street, Long Beach Boulevard, Carson Street, Los Coyotes Diagonal and Wardlow Street.

I-5/Gene Autry Way (West) Interchange, PR/ED and PS&E, City of Anaheim, CA. Project manager for the extension of Gene Autry Way (West) over the southbound (SB) I-5 freeway lanes and Manchester Avenue, to join the next segment 750 feet west of the westerly right-of-way of Manchester Avenue. The project provided a new six-lane east/west arterial (three lanes in each direction) and a two-span overcrossing structure across the widened I-5. Project included left- turn lanes to the HOV transit way, retaining walls to support the fill west of the bridge along both sides of the road and the construction of a new 54-inch diameter storm drain. This project followed Caltrans Project Development Procedures and design standards.

Lakeview Avenue Grade Separation, PS&E, OCTA, Anaheim and Placentia CA. Project manager for the final design of a new grade separation at the BNSF tracks. The project includes the construction of a precast bulb-T girder bridge overpass with mechanically stabilized earth (MSE) walls. Design includes traffic signal design, new sewer, water line, electrical undergrounding, storm drain, construction of a new RCB box culvert for Atwood Channel, utility relocations and right-of-way acquisition.

Lincoln Avenue Widening Design, City of Anaheim, CA. Quality control manager for engineering design for project to widen 3,000 feet of Lincoln Avenue from East Street to Evergreen Street. Project work includes designing median, street, traffic, storm drain, landscape and private property improvements as well as preparing an alignment study, traffic study, legal descriptions and Water Quality Management Plan.

LOSSAN Slope Stabilization Project, Orange County Transportation Authority (OCTA), Orange County, CA. Quality control manager for the analysis and design of eight (8) areas adjacent to the LOSSAN Corridor in Orange County. The projects involve close coordination with the Cities of Irvine, Lake Forest, Mission Viejo and San Juan Capistrano. The project includes hydrologic/hydraulic analyses, sedimentation analysis, and recommending permanent drainage solutions to several miles of closed conduits and open channel facilities that are eroding adjacent to the railroad tracks.

Bristol Street Widening, PS&E, City of Santa Ana, CA. Project manager for the widening of a one-mile existing four-lane roadway to six lanes. The project included bridge widening/rehabilitation, channel improvements, drainage modifications, traffic signal modifications, median landscaping/ irrigation and the construction of a linear park adjacent to the street right-of-way that included landscaping and soundwall design.

Robert Merrell, PE

Drainage

Education:

BS/1974/Civil Engineering/California State University, Long Beach

Registration:

1976/ PE/CA #28100

Years' Experience:

40

Bob Merrell, PE has an extensive career of more than 40 years in project design and construction management for public works engineering. His expertise includes design management and right-of-way coordination for projects involving the widening of major arterials and collector streets, construction of storm drain facilities and improvements to a regional channel. Specific areas of expertise include storm drain facilities, regional channel improvements, large dams, major arterial and collector street widening, railroad grade separations, freeway improvements and bridge projects.

RELEVANT EXPERIENCE

Richmond Street Arterial Improvements, City of El Segundo, CA. Quality control/quality assurance manager for \$735,000 Richmond Street arterial improvements project in the downtown area between El Segundo Boulevard and Holly Avenue. Design services address street, sidewalk, parking, survey, traffic and landscape improvements. A critical issue was solving the impacted downtown parking problem by engaging the community in outreach meetings and providing street, sidewalk, and parking design solutions.

Residential Streets Rehabilitation Project for Year 2013-14, Area 9, City of Rancho Palos Verdes, CA. Project manager responsible for the \$1-million overall design and plan preparation for the residential street improvements throughout Area 9 including the preparation of a detailed inventory of all existing improvements within the public right-of-way that require replacement or rehabilitation. In addition to Area 9, the plans for Area 1 and Area 5B were assembled into one large PS&E package for bidding and construction.

The City Drive Widening, City of Orange, CA. Project manager responsible for the plan and profile, construction details, drainage details, typical sections, and cross sections for the city of Orange. The project consisted of design and preparation of plans specifications and estimates for the widening of The City Drive from the Garden Grove (22) Freeway to Chapman Avenue in conjunction with the development of The Block at Orange. One lane was added to each side of the existing roadway and raised medians were added along the centerline. Responsible for managing staff, coordinating subconsultants and the preparation of construction documents.

Residential Street Rehabilitation Project, FY 2011-12, Areas 3 and 5A, City of Rancho Palos Verdes, CA. Assisted with the project bidding process and followed up with serving as the full-time construction manager directly supervising the construction inspection staff. Provided continuous liaison with City staff and the community while also directing the preparation of weekly progress reports, leading the weekly meetings and directly coordinating the contractor's progress billings.

Phase 2 Neighborhood Street Rehabilitation, City of La Mirada, CA. Quality control manager for roadway improvements, street resurfacing and appurtenant infrastructure repairs. PS&E were provided, as required, for bidding and construction of the proposed improvements. The intent of this project was to renovate the roadway pavement and hardscape leaving the neighborhood with a like new appearance. APP's initial recommendation was to mill 0.5" of the existing pavement (avoiding impacting the existing macadam), construct 2" of new pavement for much of the roadway, remove 4" of the outside six feet of A.C./macadam, and construct 4" of new A.C. pavement and resulted in significant cost savings for the City relative to the approach they used in previous years.

Storm Drain System Engineering Peer Review Services for the Naples Sea Walls, On-call Construction

Management, City of Long Beach, CA. Design peer review of the project drainage system and providing an opinion of the system's fitness for intended purpose, practicality for maintenance and constructability. APP provided full-time on-site inspection and part-time management and support services to assist the Tidelands CIP Officer.

Joe Buckner, PE, PLS, QSD Roadway

Education: BS/1986/Civil Engineering/California State University, Fullerton

Registration: 1989/ PE/CA #45531; 1995/ PLS/CA #7206; QSD/QSP: Certification #22494

Years' Experience: 31

Joe Buckner, PE, PLS, QSD has more than 30 years of experience in planning and design of local streets arterial streets, right-of-way engineering, grading, sewer, water and storm drains. As project engineer, Joe has been responsible for the preparation of street rehabilitation plans and drainage improvements for numerous cities throughout Orange and Los Angeles Counties. Joe has extensive experience with engineering of public works improvements, CAD drafting, and preparing survey and right-of-way legal mapping.

RELEVANT EXPERIENCE

On-call Engineering Services, City of Santa Fe Springs, CA. Roadway engineer for broad range of professional engineering services in support of the City's Public Works/Engineering Division. The APP team will provide all services required for this on-call professional engineering services contract including: engineering; structural engineering; engineering staff augmentation; construction management and inspection; architecture; and landscape architecture.

I-605 Arterial Hotspots in the Cities of La Mirada and Santa Fe Springs, Los Angeles County Metropolitan Transportation Authority (LA Metro), CA. Project engineer for professional engineering services to complete the PS&E for two intersection improvement projects led by LA Metro in collaboration with the Cities of La Mirada and Santa Fe Springs. The intersection improvements are at two Valley View Avenue locations, Alondra Boulevard and Rosecrans Avenue. The improvements proposed for the Valley View Avenue and Alondra Boulevard intersection include modification to raised medians, street widening on the south side of the street and restriping Alondra Boulevard to provide dual left-turn pockets, two through lanes and a through plus right-turn lane in the westbound and eastbound direction.

On-call Engineering Services, City of Downey, CA. Project engineer preparing PS&E for more than \$20 million in improvements under this on-call contract. Projects include roadway, storm drain, parking lot, traffic, lighting, landscape and private property improvements. Others involve additional lanes, median and parkway improvements, decorative lighting and street furniture, and enhanced colored-concrete intersections and parkway paving.

On-call Civil Engineering, City of Long Beach, CA. Project engineer for the preparation of plans, specifications and cost estimates for more than \$5-million in improvements since 2012 and is continuing to work with the City until at least 2017. The projects encompassed roadway, storm drain, parking lot, traffic, lighting, and landscape improvements and focused on many of the major roadways within the City.

Chandler, River, Milliken, Hamner Street Reconstruction, Eastvale, CA. Project engineer for design of various street reconstruction and resurfacing projects.

Brookshire Avenue Pavement Rehabilitation, City of Downey, CA. Project engineer for this road rehabilitation of the street to a new centerline profile while utilizing the existing curb and gutter location and elevation.

Lincoln Avenue Widening Design, City of Anaheim, CA. Project engineer providing ROW and engineering design services for the Lincoln Avenue Widening project, which will widen 3,000 feet of Lincoln Avenue from East Street to Evergreen Street. The project includes the design of median, street, traffic, storm drain, landscape and private property improvements as well as the preparation of an alignment study, traffic study, legal descriptions and a Water Quality Management Plan.

Richmond Street Arterial Improvements, El Segundo, CA. Project engineer responsible the preparation of plans, specifications and cost estimates for Richmond Street arterial improvements located between El Segundo Blvd. and Holly Ave. within the downtown area for 1,600 lineal feet with 60 feet of street and sidewalk width. Design work includes street, sidewalk, parking, survey, traffic and landscape improvements. A critical issue is solving the impacted downtown parking problem by engaging the community in outreach meetings and providing street, sidewalk, and parking design solutions.

Manuel Barrios

Roadway

Education:

BS/2000/Civil Engineering/ University of California, Irvine

Years' Experience:

16

Serving as a lead engineer, Manuel Barrios has worked on a variety of public agency projects involving roadway design and plan preparation and a wide range of public works, capital improvement and land development projects for various cities throughout Southern California. Manuel has delivered projects for both horizontal and vertical design for public agencies such as the LA Metro and the LABOE/DOT. He has served as project engineer for several public agencies to construct, widen and improve roadways, determine utility relocations, design and prepare grading, drainage, sewer and water utility and site improvement plans. Manuel has extensive experience and knowledge of local and County Standard Plans as well as Greenbook Standard Specifications for Public Works Construction to deliver projects from the preliminary stage through final construction.

RELEVANT EXPERIENCE

I-605 Arterial Hotspots in the Cities of La Mirada and Santa Fe Springs, Los Angeles County Metropolitan

Transportation Authority (LA Metro), CA. Design engineer for professional engineering services to complete the PS&E for two intersection improvement projects led by LA Metro in collaboration with the Cities of La Mirada and Santa Fe Springs. The intersection improvements are at two Valley View Avenue locations, Alondra Boulevard and Rosecrans Avenue. The improvements proposed for the Valley View Avenue and Alondra Boulevard intersection include modification to raised medians, street widening on the south side of the street and restriping Alondra Boulevard to provide dual left-turn pockets, two through lanes and a through plus right-turn lane in the westbound and eastbound direction.

Phase 2 Neighborhood Street Rehabilitation, City of La Mirada, CA. Design engineer for roadway improvements, street resurfacing and appurtenant infrastructure repairs. Provided PS&E as required, for bidding and construction of the proposed improvements. The intent of this project was to renovate the roadway pavement and hardscape leaving the neighborhood with a like new appearance. APP's initial recommendation was to mill 0.5" of the existing pavement (avoiding impacting the existing macadam), construct 2" of new pavement for the majority of the roadway, remove 4" of the outside six feet of A.C./macadam, and construct 4" of new A.C. pavement and resulted in significant cost savings for the City relative to the approach they used in previous years.

Arterial Pavement Rehabilitation, City of San Juan Capistrano, CA. Design engineer for engineering design services. The project includes preparing plans, specifications and cost estimates (PS&E) for the rehabilitation and resurfacing of streets as part of the City's Arterial Pavement Rehabilitation Project (CIP 15109) for Fiscal Years 2014-15 and 2015-2016.

Hacienda/Whittier Intersection Improvements, City of La Habra, CA. Design engineer for the design of roadway improvements. Project included the design of roadway widening, median, sidewalk and offsite improvements, preparation of TCEs and plats, and processing through Caltrans for Fact Sheet and encroachment permit approvals.

On Call Design Pavement Rehab, Atherton Street, City of Long Beach, CA. Currently serving as the project engineer responsible for assisting the project team and the City of Long Beach to determine street rehabilitation recommendations based on visual field inspections for approximately 2,000 feet along Atherton St. The project consists on determining the limits of concrete improvements to be replaced (curb, curb and gutter, sidewalk and cross gutters) along with also evaluating ADA compliance and replacing said ramps if nonconforming. The overall work will include the construction bid documents in the form of final plans along with providing specifications and estimates (PS&E).

Temple Hills Sidewalk, City of Laguna Beach, CA. Design engineer responsible for the development of conceptual and final plans for the addition of 1,500 feet of new sidewalk. The sidewalk extension will result in a new 4-foot wide sidewalk, curb and gutter and any necessary hand railings on one side of the street.

Measure I, Phase 4, Neighborhood Street Rehabilitation Project, La Mirada, CA. Served as design engineer for the development of construction documents for roadway improvements, street resurfacing, and appurtenant infrastructure repairs for the City's Measure I residential street rehabilitation projects.

Marcos Padilla, PE

Water Quality

Education:

BS/2004/Civil Engineering/ California State University, Fullerton, CA

Registration:

2012/PE/Transportation/CA #80426

2014/QSD/CA #25611

Years' Experience:

13

Marcos Padilla, PE has more than 15 years' broad engineering experience required to produce construction documents. He specializes in stormwater quality compliance and NPDES permit requirements. To comply with the latest EPA regulations, Marcos continuously stays current on the latest developments in stormwater management and compliance. Taking projects from a preliminary design concept through final design including construction documents and all required design information (supporting calculations and reports for hydrology/hydraulics modeling, water distribution systems, sanitary sewer systems, earthwork, retaining walls and cost estimates) is just one of his many strengths. Marcos leads the storm water compliance segments for all projects.

RELEVANT EXPERIENCE

Design engineer, for grading, street, sewer, water and storm drain design for both small and large-scale commercial/ industrial, residential, public works and park projects. He also leads the storm water compliance segments of numerous projects including:

- Carpenters Union Training Center, Ontario, CA
- Gardenwalk Hotel, Anaheim, CA
- Gateway Plaza, Santa Ana, CA
- Horizon Business Park, March Air Force Base, CA
- Lido Isle Street Rehabilitation - Phase 1, Newport Beach, CA
- Limos by Tiffany, Riverside County, CA
- Olen Pointe Brea Apartments, Brea, CA
- Orange Coast Memorial Medical Center, Santa Ana, CA
- Perris Valley Big League Dreams Sports Park, Perris, CA
- Railroad Distribution Center, Corona, CA
- Rolling Hills Estates Equestrian Center, Los Angeles, CA

Lincoln Avenue Widening, City of Anaheim, CA. Storm water quality project engineer (sub-consultant to APP) for grading, street, sewer, water and storm drain design for both small and large-scale public works and park projects. The purpose of the project is to widen Lincoln from a four to a six-lane divided roadway from East Street to Evergreen Street. The widening is intended to improve the arterial's level of service to "A", with a volume to capacity ratio of 0.53. The improvements will ultimately reduce vehicular traffic congestion and enhance the traffic flow along the corridor.

Parkmead Reconstruction, Santa Fe Springs, CA. Project engineer (sub-consultant to APP) for grading, street, sewer, water and storm drain design for both small and large-scale public works and park projects.

Rosecrans/Valley View Widening, La Mirada, CA. Project engineer for grading, street, sewer, water and storm drain design for both small and large-scale public works and park projects.

Alondra/Valley View Widening, Santa Fe Springs, CA. Project engineer for grading, street, sewer, water and storm drain design for both small and large-scale public works and park projects.

Peak Park Parking Lot Construction, Buena Park, CA. Project engineer for grading, street, sewer, water and storm drain design for both small and large-scale public works and park projects.

Ted Riddell, PG, CEG

Education:

Geotechnical

MS/1985/Geologic Science, University of California, Davis

BA/1985/Geologic Science, University of California, Santa Barbara

Registration:

1987/PG/CA #5657; 1990/CEG/CA #1775

Years' Experience:

30



Ted Riddell has over 30 years of experience in all phases of geotechnical projects. He has managed or worked on projects for private and public sectors including planning, geologic mapping, coordinating, conducting and writing of preliminary investigations, supervision, direction of field personnel and site inspections during grading to final drafting and report writing of completed projects.

RELEVANT EXPERIENCE

Beach Blvd and Whittier Blvd Intersection Improvement Project, City of La Habra, CA. Geotechnical project manager for the pavement recommendations and percolation tests, including obtaining permits from Caltrans to conduct the testing and sampling.

Firestone Boulevard Improvements, City of Downey, CA. Geotechnical project manager for the pavement and utility recommendations, including pavement recycling alternatives.

Broadway Improvements, City of Laguna Beach, CA. Geotechnical project manager for grading, pavement and utility recommendations, including obtaining permits from the County of Orange to conduct the testing and sampling.

Imperial Highway Improvements, City of Anaheim, CA. Geotechnical project manager for the pavement and retaining wall recommendations.

Pavement Rehabilitation/Reconstruction of Beverly Manor Drive, City of Seal Beach, Orange County, CA. Project manager/ engineering geologist responsible for existing pavement evaluation and recommendations for Full Depth Reclamation (FDR), coordinate AC coring and soil borings, analyze laboratory data, preparation of report including evaluation of subgrade soils, pavement overlays and new pavement sections, followed by management of the operations of the geotechnical personnel (field and Lab) during the reclamation and new pavement overlay for the project.

City of Garden Gove, Orange County, CA. Project manager/engineering geologist for Twintree/Chossier/ Greentree Storm Drain and Sewer Improvement Project, coordinate drilling of soil borings, analyze laboratory data, preparation of report including shoring recommendations, evaluation of subgrade soils, and new pavement sections. Subsequently managed the observation and testing during the construction of the storm drain, sewer and pavement improvements.

La Habra, Orange County, CA. As project geologist, performed a geotechnical investigation for a 400+ acre master planned residential/golf community on a former oil field, followed by management of the operations of the geotechnical personnel during the rough grading of the project. Duties during grading included field geologic mapping, large ancient landslide complex removals and stabilization, slope stability analyses, in- grading recommendations for remedial grading, and preparation of geotechnical reports and geologic maps.

Castaic Lake Water Agency, Los Angeles County, CA. Project manager/engineering geologist for geotechnical investigation addressing the geotechnical conditions at the site relative to the planning and design phase of the Castaic Conduit Bypass Pipeline project. Coordinated drilling program within major thoroughfares and pipe jacking across San Francisquito Wash, completed detailed Geotechnical Report for several alignment options, including shoring options, jack and bore recommendations and general earthwork guidelines and specifications.

Mark Esposito, PE, TE

Education:

Registration:

Years' Experience:

Traffic

1995/Engineering Technology/California State Polytechnic University, Pomona

2007/Professional Traffic Operations Engineer/US #2137
2006/Civil Engineer/CA #69921(Expiration Date – 09/30/2018)
2003/Traffic Engineer/CA #2169 (Expiration Date – 06/30/2017)

27



Mark Esposito's role as a project manager for ADVANTEC is to provide project management and design expertise for the various traffic related projects. He has extensive experience with the preparation of project plans, specifications and estimates. Mark's specific areas of expertise are signal design and signal operations; ITS design; lighting design; signing, striping and traffic control design.

RELEVANT EXPERIENCE

Lincoln Avenue Widening, City of Anaheim, CA. Task manager for project team preparing PS&E for three traffic signal modifications, new fiber optic signal interconnect design, and lighting design as part of the widening project. This included coordinating with the City and developing construction details for the installation of new a detailed field review, design of traffic signal equipment including interconnect, a street lighting plan for a half-mile segment.

Firestone Boulevard Median Island Improvements, City of Downey, CA. Assistant engineer assisting with design of a raised median island including performing a traffic analysis to identify median openings left-turn pocket lengths, as well as signing and striping.

Mount Vernon Avenue Traffic Signal Improvement Project, City of Colton, CA. Project manager for preparation of the PS&E for the modification of six traffic signals on Mount Vernon Avenue as part of a highway safety improvement project. The safety improvements included the installation of new signal control equipment, vehicle detection, vehicle indications, LED luminaires and count-down pedestrian indications. Lighting analyses were completed for each project intersection to establish the target horizontal illuminance values. New ADA ramps were required to replace non-conforming ramps.

Base Line Road at Monte Vista Avenue Improvements City of Claremont, CA. Project manager overseeing traffic engineering services for the development of PS&E and timing plans for the improvements such as signage, pavement delineation, modification of one traffic signal, stage construction/traffic control, and development of the signal timing plans.

Harbor Boulevard at Gisler Avenue Widening and Signal Modifications, City of Costa Mesa, CA. Traffic manager for the preparation of traffic signal modification and cantilever overhead sign PS&E for two different phases of work. Phase I was to widen eastbound Gisler Avenue at Harbor Boulevard to provide a triple left turn and involved the relocation of existing signal equipment and the installation of an overhead sign structure. Phase II of the project widened southbound Harbor at Gisler to add a dedicated right turn lane.

Rosecrans Avenue at Purche Avenue Traffic Signal Installation Project, City of Gardena, CA. Project manager for the preparation of a traffic signal installation design plan, specifications, and estimate (PS&E), as well as a signing and striping plan. This project includes utility potholing, legal plat and description, an operational design report as well as providing construction inspection and timing sheets. This was a federally-funded (HSIP) project.

Don Wilson, RLA

Education:

Registration:

Years' Experience:

Landscape Architecture

BLArch/University of California, Berkeley, CA

Licensed Landscape Architect/CA #1746

CLARB Registration

30



CORNERSTONE STUDIOS

Don Wilson, RLA, is skilled in coordination of multi-disciplinary teams of technical consultants toward completion of project designs. He has over 30 years of experience in the field of landscape architecture and planning and on a variety of projects with extensive experience in design and alteration of new and existing facilities. His responsibilities encompass the initial fieldwork, data gathering, site analysis and documentation, design and construction observation. He has prepared master plans, visual studies, water conservation studies, and guidelines for parks, schools, and housing communities. Don has been responsible for the preparation of landscape architectural designs that emphasize lower maintenance, compatible plant associations, accessibility for all and re-use of sites and materials.

RELEVANT EXPERIENCE

Irvine Business Complex Sidewalk Improvements, Phases II and III – Irvine, CA. As project manager, was responsible for overseeing concept design and construction documents. This project included the survey of existing irrigation and trees in the vicinity of proposed sidewalk in several business districts. He coordinated the survey with the Arborist and the City to determine tree removal and walkway locations.

Katella Avenue/Smart Street Landscape Improvements, Anaheim, CA. Served as project manager on this new median and existing parkway project accountable for supervising work including design and construction documents. He also provided planting design in accordance with a previously prepared master plan. The project included new medians with tree, shrubs, and groundcover planting, and parkway planting of trees and shrubs. He was also responsible for overseeing the design of a new irrigation system for the project.

Lakewood Boulevard Landscape Improvements, Phases 1 and 2, Downey, CA. As project manager, guided all aspects of the work including concept design and construction documents. He prepared a planting design for the medians and parkways based on a master plan previously adopted by the city. The project included enriched concrete paving for sidewalks and streets, pedestrian lighting, street trees, and irrigation along an approximate two-mile section of this main street.

Northwood Street Improvements, Irvine, CA. As project manager, was responsible for overseeing work including concept design, construction documents, and construction observation. His role as the designer was to provide planting design for intersections, parkways, and entries for numerous streets in Northwood neighborhoods.

Kelvin Kitaoka, PLS

Education:

Survey

AS/Land Engineering-Surveying and Mapping/1990/Land
Surveyor/Rancho Santiago College, Santa Ana, CA

Registration:

1989/LS/Land Surveyor/CA #6178

Years' Experience:

35

KelSurveys, Inc.

Kelvin Kitaoka, PLS, Founder and President of Kelsurveys, Inc. is a professional land surveyor with 35 years of professional experience specializing in boundary, predesign topography, ALTA/ACSM Title and FEMA Flood Surveys. He has been involved in numerous pre-design surveys of street, developed or vacant lands, waterfront projects and rail road reaches. His extensive experience has specialized in topography and boundary surveys on the Big Island of Hawaii and California. Kelvin has been involved in numerous pre-design base mapping surveys so other professional disciplines responsible for the planning, engineering, feasibility studies, design and preparation of plans and specifications, can utilize his base mapping information. The accumulated knowledge and experience is applied to ensure high quality and timely delivery of final survey documents.

RELEVANT EXPERIENCE

Arterial Pavement Rehabilitation, City of San Juan Capistrano, CA. Provided survey services for cross sections, survey of existing corross gutters to be replaced as well as curb ramps. The project includes preparing plans, specifications and cost estimates (PS&E) for the rehabilitation and resurfacing of streets as part of the City's Arterial Pavement Rehabilitation Project (CIP 15109) for Fiscal Years 2014-15 and 2015-2016.

LRS Federal, Riverside, CA. Principal surveyor for the 780-acre aerial and ground edit project that included approximately one mile of existing sewer line that required establishing existing flow grades.

Saint John Vianney Church, Del Amo Construction, Hacienda Heights, CA. Principal surveyor for the construction staking of a proposed sewer line.

Residential Streets Rehabilitation Program for Year 2015-16, City of Buena Park, CA. Performed as surveyor-in-charge for the \$2-million, Topographic Street Design Survey, Construction Staking and Monument Preservation tasks covering the pre- and post-construction corner record survey and filings in compliance with the Professional Land Surveyor's Act. The coverage consisted of streets within approximately 10 subdivision tracts.

Irvine Business Center, CIP # 316310, City of Irvine CA. Principal surveyor for construction staking of sidewalks, driveways and comprehensive pre- and post- construction monument preservation consisting of corner records and a final record of survey map that were filed and recorded, respectively.

Irvine Business Center, CIP # 319100, Irvine CA. Principal surveyor for the construction staking for I-5 staging and on-ramp at Culver Drive. Comprehensive pre- and post- construction monument preservation consisted of corner records that were filed.

Industrial Street Rehabilitation Surveys, City of Buena Park, CA. Principal surveyor for the planning phase of a street rehabilitation, which included survey records research, horizontal and vertical control establishment, topography, monument preservation and delivery coordination with the civil engineers towards the design phase.

Rosecrans Avenue, Cities of Englewood to Manhattan Beach (6 miles), CA. Principal surveyor for the detailed ground-topographic survey, verification for the existing centerline monuments for record map compilation for six (6) miles of roadway from the Englewood to Manhattan Beach. Provided base mapping and contouring along with all base mapping attributes.

FEMA Surveys-Variou Locations, Southern California Counties, CA. Principal surveyor for the preparation of Department of Homeland Security- FEMA's Elevation Certificates and Letter of Map Amendment applications to assist businesses and homeowners in getting removed from the Special Flood Hazard Areas.

Jim Mihld

Certifications:

Potholing

National Association of Corrosion Engineers (NACE)
International, 2003

OSHA's 19CFR 1910.146 permit required confined space compliance

Years' Experience:

23



Jim Mihld has 23 years of experience in underground utility location. Jim provides project management and estimates for subsurface utility engineering projects for Boudreau Pipeline Company. During his career, he has served as gas technician, vac rig foreman, general foreman, and field superintendent. He holds an active registration with the National Association of Corrosion Engineers (NACE) International and he is trained to comply with OSHA's 19CFR 1910.146 permit required confined space.

RELEVANT EXPERIENCE

First Inland Logistics – Phase III. Served as project manager/supervisor of vacuum excavation crews. Work involved the location of approximately 22 pipelines and substructures for the design of future storm drain, and both potable and reclaimed water pipelines.

Hawthorne Boulevard and Residential Area Water Main Replacement (I-153). Project manager/supervisor of vacuum excavation crews for the design of proposed water pipelines. Work involved approximately 40 pipelines and substructures, and included extensive traffic control on Caltrans SR-1 and SR-107 in the City of Torrance.

Westgate Buildings 2 and 3 Utility Design. Project manager/supervisor of utility locating and vacuum excavation crews. Work involved the positive location of approximately 50 underground pipelines and substructures.

Zone 3-4 Booster Pump Station, Irvine Ranch Water District. Supervisor of vacuum excavation crews working for Irvine Ranch Water District and a private consulting firm.

Alameda Corridor, Los Angeles County, CA. Supervisor of crews working for two private consulting firms on the Alameda Corridor project. Work involved the positive location of more than 1,100 pipelines and substructures using vacuum excavation.

I-15/I-215 Devore Junction Improvements Project, San Bernardino County, CA. Supervisor of crews working with private consulting firm on the Devore Junction Improvements Project. Work involved the positive location of over 200 pipelines and substructures utilizing vacuum excavation.

Iowa Avenue Grade Separation, Riverside, CA. Supervisor of crews working for private Engineering firm on the Iowa Avenue Grade Separation Project. Work involved the positive location of over forty pipelines and substructures utilizing vacuum excavation.

Magnolia Street Grade Separation, Riverside County, CA. Supervisor of crews working for private engineering firm on the Magnolia Street Grade Separation Project. Work involved the positive location of more than 30 pipelines and substructures utilizing vacuum excavation.

Auto Center Drive Grade Separation, Corona, CA. Supervisor of crews working for private Engineering firm on the Auto Center Drive Grade Separation Project. Work involved the positive location of over forty pipelines and substructures utilizing vacuum excavation.

Various Infrastructure Projects, City of Anaheim, CA. Supervisor of crews for work that involved the positive location of over 350 pipelines and substructures on Sanitary Sewer Storm Drain, and Water Pipeline projects including Model 99 Phase I & II, III, Model 159, and Model 159A.

East Orange Major Infrastructure Improvements Project, Irvine Community Development Company, CA. Supervisor of crews for work involved the positive locating of approximately 100 pipelines and substructures utilizing vacuum excavation.

Relevant Past Experience

Whittier Boulevard/Hacienda Road Intersection Improvements, La Habra, CA

Project Value: Construction Cost: \$1,500,000

Status: 98% Design

Client: City of La Habra

Prepared preliminary engineering and plans, specifications and cost estimates for a project to improve Level of Service (LOS) and increase capacity at the Hacienda Road/Whittier Boulevard Intersection. The improvements consist of two additional southbound lanes and a widened right turn lane on Whittier Boulevard east of Hacienda Road. The project required Caltrans District 12 coordination, Caltrans encroachment permit, traffic study, environmental, geotechnical, WQMP and right of way acquisition.



Kermore Lane Widening and Reconstruction, Stanton, CA

Project Value: Construction Cost: \$500,000

Status: Successfully constructed

Client: City of Stanton

APP staff prepared plans, specifications and cost estimates for the widening of this local street which previously had no curb, gutter or sidewalk. APP developed a modified roadway cross-section that accounted for additional on-street parking. The final roadway structural section resulted in 50 percent construction cost savings by using the FDR process. The project included the design of water quality improvements, street lighting and redesign of private property improvements impacted by the roadway widening.



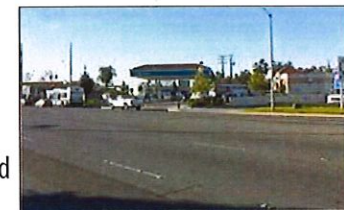
State College/La Palma Boulevard Improvements, Anaheim, CA

Project Value: Construction Cost: \$3.6 million

Status: 95% complete

Client: City of Anaheim

Prepared plans, specifications and cost estimates for the widening of this key arterial intersection in the City of Anaheim. The project included the design of a raised, landscaped median, parkway landscaping in both the City area as well significant redesign of private property improvements impacted by the roadway widening.



Richmond Street Widening Improvements, El Segundo, CA

Project Value: Construction Cost: \$1.4 million

Status: Successfully constructed

Client: City of El Segundo

APP provided engineering services for the widening and reconstruction of Richmond between El Segundo Blvd. and Holly Ave. within the downtown area for 1,600 lineal feet. Design work includes street, sidewalk, parking analysis, survey, traffic and landscape improvements. A critical issue was solving the impacted downtown parking problem by engaging the community in outreach meetings and providing street, sidewalk, and parking design solutions. A creative cross-section design resulted in salvaging the existing pavement.



Lakewood Boulevard Widening, Downey, CA

Project Value: Construction Cost: \$5.3 million
Status: Successfully constructed without problems
Client: City of Downey

APP staff prepared preliminary and final plans for more than \$5 million in roadway and utility improvements for a 0.75 mile segment of Lakewood Boulevard. The project included additional through lanes, extensive median and parkway improvements, decorative lighting and street furniture and enhanced colored-concrete intersections and parkway paving. The use of recycled AC pavement resulted in cost-savings of 50 percent on the paving costs for the project.



Atlantic Avenue Right Turn Lane at Pacific Coast Highway, Long Beach, CA

Project Value: Construction Cost: \$900,000
Status: Successfully constructed without problems
Client: City of Long Beach

APP staff prepared plans, specifications and cost estimates for the widening and rehabilitation of this key arterial intersection in the City of Long Beach. The widening portion of the project impacted the adjacent high school parking lot, necessitating coordination with the school district and the reconstruction and new layout of the parking lot. The project also entailed obtaining an encroachment permit from Caltrans for the work within Pacific Coast Highway. The project included the design of parking lot improvements; striping, paving, and drainage; landscape; traffic signal and traffic control; storm drain; and roadway rehabilitation and widening.



Main Street Widening, Orange, CA

Project Value: Construction Cost: \$3.6 million
Status: Successfully constructed without problems
Client: City of Orange

APP staff completed alternative alignment analyses and ultimately construction plans for a one-mile widening of Main Street from Palmyra Avenue to Chapman Avenue. Project included design of roadway, water line, drainage, utility, landscape, lighting improvements, water quality, traffic control plans, signing and striping plans and traffic signal modification plans.

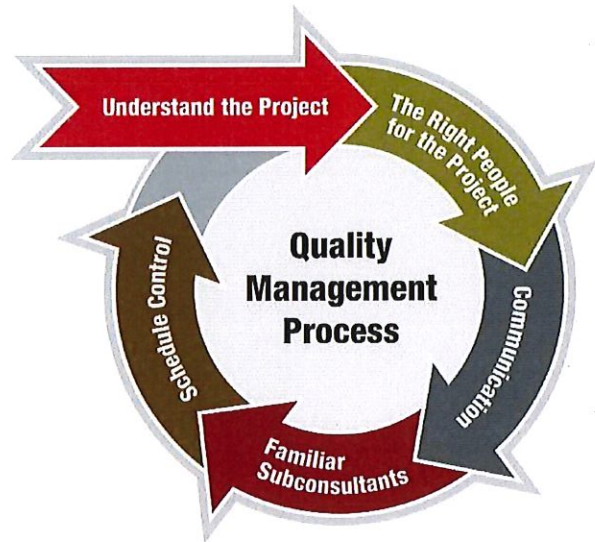


Quality Assurance/Quality Control (QA/QC) Management

QA/QC is a key component for this project and will be an ongoing task throughout the project. The initial effort will be in the development of a project specific checklist that will establish specific tasks that need to be accomplished, the estimated completion date and a signature block for the project manager to sign that the task has been completed and reviewed.

Submittals: For each of the milestone submittals, the project manager will be responsible to ensure that the submittal meets the scope requirements. In addition to plan and specification review, the project manager will evaluate progress and review the results of the comparison with the Senior Design Engineer and, to the extent possible, develop a plan to keep the project within budget and on time.

Schedule: Our senior design engineer will prepare and maintain a Microsoft Project schedule that focuses on delivering the project. The schedule, task lists and progress reports will be used to list each task in the project to enable our project manager to hold members accountable for delivery. We will provide a summary report regularly that shows tasks completed, items that have changed, and schedule updates.



Our Strategic Approach to a Quality Product:

- **Understand the Project:** Quality control starts at the beginning of the project through planning and controls. At the forefront of the project, our project manager will discuss the proposed scope of work, projected schedule, and estimated costs in detail with the City to ensure that the project scope and goals are fully understood from the onset.
- **The Right People for the Project:** Our project team has extensive, relevant experience in completing roadway projects in Los Angeles and Orange Counties and within the City. The team that has been formed will hit the ground running, delivering on schedule and within budget.
- **Communication:** Our project manager has an excellent track record communicating with clients, subconsultants, staff, and stakeholders. Frequent communication and tracking of project progress is integral to his approach to every project.
- **Familiar Subconsultants:** The subconsultants for this team have been selected because of their expertise, their prior performance, and we have successfully completed other projects together.
- **Schedule Control:** We have project management tools that forecast staff requirements and labor allocations three month in advance.

2. Understanding/Scope of Work

Field and Data Review Observations

One of APP's discriminating factors is our desire to understand the project issues at the proposal level, so that we can provide the most-appropriate personnel and level of effort and so that surprises are eliminated or minimized during the design process. To that end, we have identified the following observations:

- The existing northerly curb is fairly constant at 40' from the street centerline. The existing southerly curb varies from 38' for the majority of the project to 40' for the easterly 500' of the project reach.
- There is an existing raised center median from Roseton to Ringwood and at the railroad crossing west of Pioneer.
- There is an existing 12' wide divider island between Florence and the frontage road south of Florence. The divider island is landscaped with non ADA-compliant stamped concrete on both outside ends of the island.
- Although there are smaller wooden electric poles on either side of the street, the existing tall, steel transmission poles on the north side of the street will be significant alignment constraints, essentially eliminating any street widening on the north side of the street due to cost and timing issues.
- The existing tall, steel, electric transmission pole located in the divider island 200' east of Orr and Day is 6.5' south of the southerly Florence curb face and will therefore not be impacted by a minor widening of Florence.
- There are a number of street lights within the divider island and one within the center median that will have to be relocated when Florence is widened.
- There is an existing sidewalk on the south side of the frontage street for about 40% of the residential properties, which is ADA-compliant.
- Caltrans construction is currently on-going from the I-5 interchange to east of Orr and Day.
- Caltrans is adding several catch basins on Florence east of Orr and Day – one on the north side and one on the south side.
- Since Florence is already 80' wide from curb-to-curb at the railroad tracks, there should be no impact to the railroad crossing and no need for an encroachment permit.



Key Issues/Key Discriminators

Based on our review of the RFP, field reviews, and our previous experience, we have identified the following:

Urban Roadway Widening Experience

Issue: Having extensive experience with **arterial street widening design**.

Resolution: APP staff is expert at providing the necessary additional lanes in significantly constrained areas while minimizing private property impacts. The Team has successfully completed the recent design of the following arterial highway widening projects in Southern California, many involving creative, money-saving right-of-way and construction cost savings:

- | | |
|--|--|
| • Alondra/Valley View in SFS/La Mirada | • Rosecrans/Valley View in SFS/La Mirada |
| • Whittier Boulevard in La Habra | • Kermore Lane in Stanton |
| • Richmond Street in El Segundo | • Lakewood Boulevard in Downey |
| • Lincoln Avenue in Anaheim | • Comstock Avenue in Whittier |
| • Main Street in Orange | • Katella Avenue in Anaheim |

Alternatives for Providing Additional Traffic Capacity

Issue: Develop cost-effective, feasible alternatives to provide the necessary 3 lanes of traffic in each direction.

Resolution: There are several options to providing the proposed 3 lanes, each having their own pros and cons. Although there are several options, and we will need to receive City input, we have described several of the options below.

Northerly curb widening – **Any curb widening to the north is unrealistic** given the significant number of existing SCE transmission poles located 1.5' behind the existing curb. The cost and timing of the relocations, especially given the relatively recent addition of the large steel poles, would be prohibitive, and given the other options available.

Median island modification only – It is possible to provide 3 lanes of traffic in each lane with only median modification. However, this option would only provide 12' wide outside lanes and a 10' wide median, neither of which is desirable, especially given that trucks use the outside lanes and that there is an existing gutter.

Median island modification with southerly curb widening – One of the preliminary solutions is to modify the existing raised median and to widen the outside curb, thereby reducing the divider island between Florence and the southerly frontage road. A 2' southerly widening will provide an 80' wide curb-to-curb width. As seen in Figure 1 on the following pages, this will provide a 12' wide striped/raised median, 11' wide inside, 10' middle lane and a 13' wide outside lane. Another option for this same width is to provide a 10' wide striped/raised median, 11' wide inside and middle lanes and a 13' wide outside lane. The drawback to this second option is that the 10' wide median width will not allow for a raised median island at left turn pockets and will cause problems at the railroad crossing. The 80' width will be consistent with the existing width at the easterly end of the project where no widening would be required. Any widening of more than 2' is possible, but would entail additional construction cost and additional impacts to the existing divider islands.

Joining Existing Conditions/Constraints

Issue: Provide appropriate design to existing conditions and constraints.

Resolution: In addition to joining the Caltrans improvements at the west end of the project (see below), an appropriate design is needed to join existing conditions east of Pioneer and at the railroad tracks. **The proposed lane configuration should allow for a raised median east of the railroad tracks**, which is required by the railroads to prevent vehicles from zigzagging around the crossing gates. Additionally, in order to join the existing lane configuration east of Pioneer, we would propose to convert the No. 3 eastbound lane to an exclusive right turn lane, and verify that the other lanes lineup through the intersection with a minimal amount of offset.



Tree and Landscape Impacts

Issue: Determine impacts to existing trees for various options and design new landscaping.

Resolution: In conjunction with the anticipated reduction in the median island and divider island, numerous trees will be impacted and will need to be removed and replaced. **We have included a field review with an arborist** to provide the most accurate determination on tree impacts. Additionally, according to the current Model Water Efficient Landscape Ordinance, the impacted landscaping "must be irrigated with subsurface drip or other technology that produces no overspray or runoff". Therefore, we have assumed irrigation design for the median island and the divider islands.

Utility Impacts

Issue: Determine and coordinate exact utility impacts during the design process.

Resolution: In particular on fast-tracked design projects, it is imperative to identify utility impacts early in the design process and to follow-up throughout the design. Specifically, we have identified the following utility impacts:

- Median and divider island irrigation;
- Street lighting within the center median and divider island;
- The SCE pole in the divider island;
- Catch basins;
- Other applicable franchise utilities.

Caltrans Coordination / Minimizing Throw-Away

Issue: Determine Caltrans construction timing and impacts, coordinate the two designs and minimize the throw-away.

Resolution: As noted in our field reviews and as reflected in the plans provided by the City, Caltrans improvements will impact the Orr and Day intersection and several hundred feet east of the intersection. We are assuming that most of the south side construction will be complete prior to the construction of our improvements. Regardless, design coordination will be required, including the specific areas listed below and as shown on Figure 2:

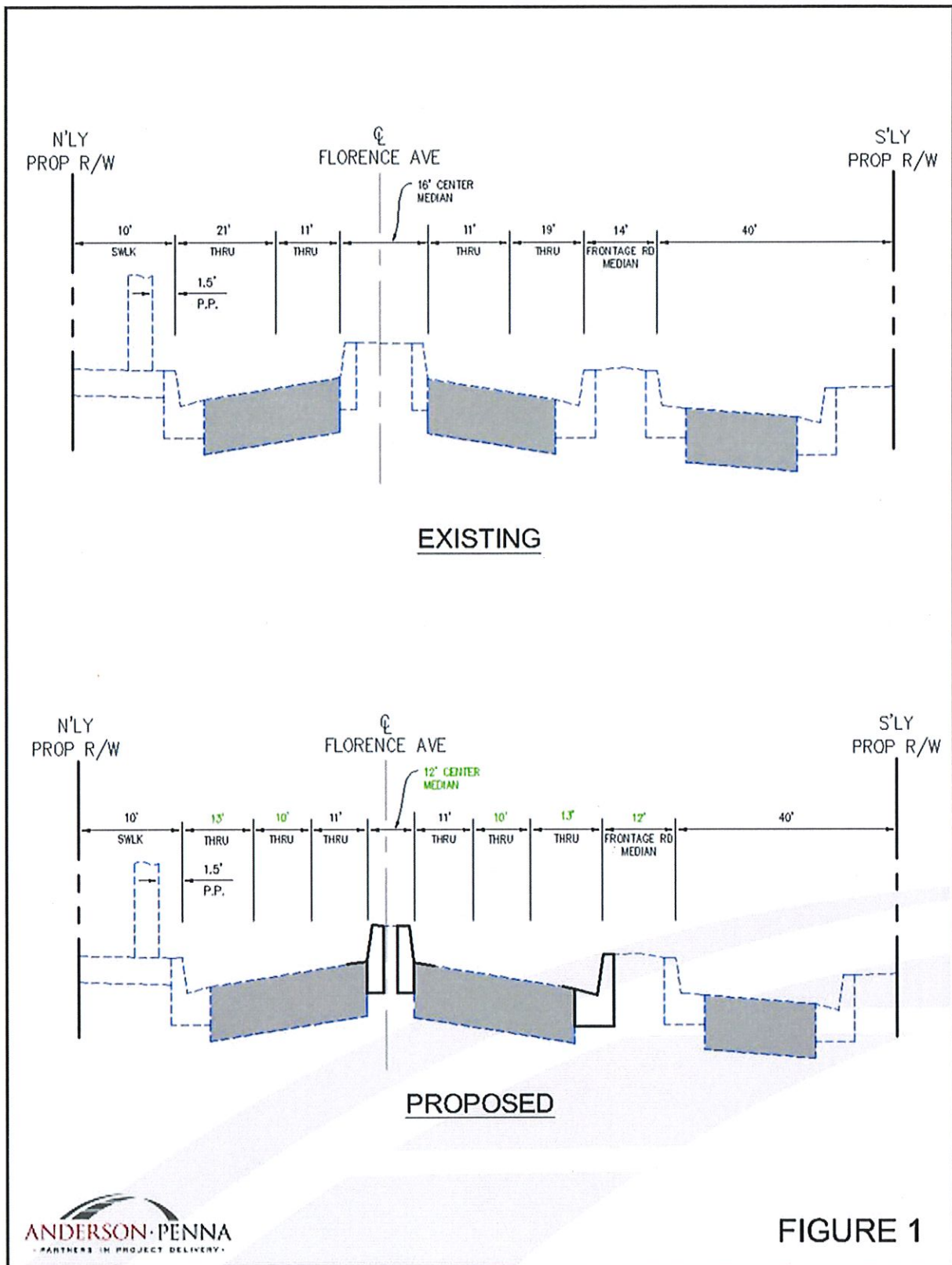
- Lane shift. **The Caltrans design currently shows an eastbound lane shift of up to 8' through the Orr and Day intersection**, which is extreme and would warrant cat tracking. The main reason for this lane shift is the excessive dual left turn pocket widths of 14' and 11'. If these were reduced to 10' pocket widths, the lane shift through the intersection could be reduced by 5'. Since this transition is probably not within Caltrans right-of-way, this warrants additional discussion.
- Southerly curb transition. The Caltrans design reflects transitioning from a widened roadway to the existing narrower roadway. Since the City project will widen the existing southerly curb, the Caltrans transition will need to be modified to join the widened roadway and not the existing southerly curb.
- Northerly median island. The Caltrans design reflects a wider raised median east of Orr and Day that will not allow for our proposed widening project. By slightly reducing the width of the proposed northerly median, we will be able to accommodate 3 westbound lanes at this location.
- Proposed southerly Caltrans catch basin. If constructed as shown on the Caltrans plans, the proposed catch basin along the southerly Florence curb half-way between Orr and Day and Gard will not be constructed in the correct horizontal location, since it will not align with our proposed widening, which will shift the southerly curb further south.
- Southerly steel SCE transmission pole. Although not a problem, the recently-constructed large steel SCE pole on the divider island east of Orr and Day will not be impacted since it is currently 6.5' south of the southerly Florence curb face.

ADA-Compliance

Issue: Provide an ADA-compliant design for the widened roadway.

Resolution: With the widening of Florence, an ADA-compliant roadway will be required, especially on the south side of the street where there is not a continuous sidewalk. Approximately 40% of the residential properties on the south side of the frontage road currently have sidewalk across the northerly side of their property. Additionally, the existing stamped concrete surface on the divider island is not suitable as an ADA-compliant sidewalk. As reflected on Figure 2, based on our review of the Caltrans plans and AP maps, there is a clear-path sidewalk that can be constructed from Orr and Day across the frontage road cul-de-sac and along the northerly side of the residential properties, which will not require right-of-way acquisition. At the easterly end of the frontage road, the cul-de-sac will have to be shifted to accommodate a sidewalk or a sidewalk will have to be added to the divider island.

Figure 1.



LEGEND

- EXISTING CI
- CALTRANS f
- PROPOSED
- PROPOSED
- EXISTING DI
- POWER POL
- SIDEWALK



Traffic Signal Modifications and Coordination

Issue: Design/coordinate traffic signal modifications/additions.

Resolution: We understand that a new traffic signal design has been prepared by the City at the Ringwood/Florence intersection. We have also assumed that a traffic signal modification will be required for the existing traffic signal at Roseton as a result of the southerly curb widening. The APP Team will make sure that all aspects of the PS&E are fully coordinated.

Client Knowledge and Client Commitment

As reflected throughout this proposal, the APP team has considerable experience working in Santa Fe Springs and is therefore familiar with City criteria, personnel and guidelines, especially as they relate to arterial widening projects. Additionally, APP has strong Client commitment and believe in adhering to the following principle: "Serve your Clients with exceptional quality and cost-effective service by providing highly qualified staff that has extensive experience in municipal engineering projects." The commitment to serve our Client's needs guides our professional endeavors and has earned APP a strong reputation in Southern California municipal engineering.



Scope of Work

PRELIMINARY DESIGN

Task 1 - Survey

We are proposing to provide 1"=20' scale aerial topographic mapping, with one-foot contour intervals, for a strip centered on the centerline of Florence Avenue from east of Orr and Day Road to east of Pioneer Avenue. This will provide a better overall basemap, which will allow for providing a better visual of the impact of the proposed sidewalk and median modifications to the frontage road and adjacent properties. Work includes research, recovery of street centerline monumentation, level run, setting and control of aerial targets, flight, photography and map compilation.

KelSurveys will provide cross-sections, at 50-foot intervals for the entire length of the project, assuming that we will be reconstructing the existing structural section. The cross-sections will extend from curb to curb, plus the divider island and along the northerly side of the residential properties that have no existing sidewalk, and will include shots at: right-of-way, lip of pavement, and includes location of all surface utilities, signs, street lights, trees, visible painted locations of utilities and other appurtenant visible improvements in the specific project area.

Task 2 - Records and Research

A thorough search of the available records will be conducted to acquire relevant data to assist in the design of the project. The information accumulated will include as-built drawings, utility information, and horizontal and vertical control data.

The APP team will collect record information, including:

- Record street plans
- Right-of-way documents
- Centerline intersection ties
- Existing irrigation layouts
- Utility record drawings
- Drainage studies
- Prior traffic studies

Task 3 – Field Review

The Project Team will review the project in the field and take photographs of potential problem areas or items that need special attention, focusing on the existing private property improvements that could be impacted and utility impacts. The photographs will be filed in photo albums with a written description of each picture. The albums serve as a constant reference during design and are invaluable when discussing issues at meetings. As a part of the field review, all of the existing surface topographical features per the survey data will be verified. Any discrepancies will be noted and resolved with the surveyors.



Task 4 – Project Precise Alignment / Alternatives Analysis

The precise alignment will involve development and analysis of multiple alternative alignments that meet the City's objectives and incorporate three lanes of traffic in each direction, generally focused on widening the south side of the street and modifying the width of the existing raised median islands. As was the case with all Precise Alignments that APP staff has prepared, the alternatives will consider private property impacts, ADA-compliance, cost-effectiveness and existing right-of-way.

A matrix will be prepared which provides a relative evaluation of each alternative relative to, but not necessarily limited to, the following:

- Utility impacts
- Construction costs
- Roadway and median widths
- Access restrictions
- Parkway widths

The alignments will show the proposed configuration of curbs, medians, right-of-way, and traffic lanes. The precise alignment plan will also show all existing driveways and right-of-way lines. As identified in the Key Issues/Key Discriminators section of this proposal, we are anticipating the alternatives will revolve around narrowing the raised median and widening on the south side of the street, thereby reducing the width of the divider island between Florence and the southerly frontage road.

Various refinements will be identified and evaluated and will include landscape and water quality design issues. The evaluation of the alternatives will be accomplished by APP's Team of civil and traffic engineers, working in conjunction with input from City staff. The analysis will include an evaluation of cost-effectiveness, functionality, and impacts to existing improvements.

Task 5 – Utilities

Information will be collected from all the utility companies and added as a part of the base mapping. Coordination with the utilities will continue throughout the design of the project. A copy of the utility file will be provided to the City. Special attention will be paid to coordinating with the numerous at-grade and above-grade utilities that will need to be relocated and adjusted to grade. Based on our preliminary review of the project area, the following are some of the key utilities that will be impacted.

- The existing catch basins on the south side of the street.
- Existing street lights that will have to be relocated, including the one in the median island east of the railroad tracks.

- The existing SCE electrical facilities within the existing southerly divider island that will be impacted by the widening.

Coordination with utilities will continue throughout the design of the project. Notices will be sent to all franchise utilities that will be impacted by the project, requesting the relocation of the pertinent facilities. We have included obtaining a permit with the railroad only for paving within the railroad right-of-way.

We have assumed potholing of up to 12 utilities as a part of scope of services, to be used for catch basin and traffic signal relocations.

Task 6 - Geotech Report

Project team member Associated Soils, Inc. (ASE) will perform the geotechnical work for the project. Coring at six (6) locations will be done to determine existing pavement and base thickness and excavation to three to five feet to determine other soil parameters. A bulk sample will be obtained at each location at subgrade and two to three feet below subgrade. Corings will be backfilled with native material from the excavations and patched with cold patch asphalt or Rapid-set concrete, as necessary to match existing. ASE shall provide traffic control according to the MUTCD Manual, as necessary to protect the traveling public and work force. Whereas Florence Avenue is a busy thoroughfare, professional traffic control will be required. For the purpose of this proposal, it is assumed that a Traffic Control Plan will not be required.



ASE will perform the appropriate laboratory testing determination of classification, natural moisture content of soils, field densities of undisturbed samples, laboratory maximum density, "R" value and Hveem Stabilometer tests on AC cores. Representative samples of AC cores will be selected and subjected to Hveem Stabilometer testing, the cores tested for extraction of bitumin materials, and samples of subgrade material, which typify the materials encountered, will be selected and subjected to R-Value testing for use in component analysis and/or replacement of section design. Additionally, maximum density tests determination of subgrade soils directly beneath any aggregate base to verify overlay/full depth reclamation.

ASE will prepare a Geotechnical Investigation Report for the project addressing results of the site inspections, existing pavement survey, field sampling, laboratory testing, R-Value testing, structural section recommendations, and prioritized listing of pavement rehabilitation methods. The report will include recommendations for the street segment, as appropriate, based on The Traffic Index provided by the City or Anderson Penna Partners. The report will discuss and summarize all methodologies, findings, data, and conclusions made during the project.

Task 7 - Environmental

After an initial review, it appears that the project is likely exempt from CEQA under Class 1: minor alteration of existing facilities (CEQA Guidelines Section 15301). ECORP will prepare the Exemption Form from Appendix E of the CEQA Guidelines. This form will be filed at the County Clerk's office. A receipt of filing will be obtained from the County. It is not anticipated that the Exemption Form will need to be filed with the State Clearinghouse. We have included the \$75 fee associated with filing.

Task 8 – Public Outreach

Southstar Engineering will be the lead on this task and their guiding principle in community outreach is to disseminate accurate, timely and reliable project information. Their golden rule is: “An informed public is generally a cooperative public.” Communication platforms are always tailored to the needs of the community and businesses. The goal is to minimize the inconvenience of the community and traveling public as they all play an important role in the success of all projects.

Vanessa Barrientos, bilingual, is a seasoned award-winning public outreach specialist with a broad background. She successfully led a variety of public outreach campaigns, most recently for the high-profile Caltrans I-5 Corridor Improvement Projects, a combination of 17 concurrent (design and construction) projects with multiple Traffic Management Plans (TMP), Caltrans Seniors, RE’s, Inspectors and Public Works Directors. Her experience with local capital improvement projects within the City and the Caltrans projects offers a robust local experience and strong relationships to support APP on this contract.

The scope of work includes, but not limited to, building relationships and reaching out to project stakeholders, act as public outreach liaison, neighborhood meetings (as-needed), collateral material (fact sheet, project maps), database development, email updates, translation/interpretation, parking illustrations and attend project related meetings. One public outreach meeting is assumed.

Task 9 – Preliminary Landscaping

We have assumed the preparation of landscaping and irrigation construction documents. Cornerstone Studios (CSI) along with Arborist, Carlberg & Associates, will visit the site and evaluate the potential impact on the mature existing trees in the center median and divider island as a result of the proposed widening of the street. There are approximately 40 trees along that stretch. It is unknown how many, if any, trees can be preserved and incorporated into the project design. A written summary of the observation/ findings will be submitted.

A Preliminary Planting Plan will be prepared for the proposed median islands and parkway landscape along the project limits. Cornerstone Studios (CSI) will work closely with the APP engineering staff and the City to develop alternatives that are consistent with the City’s approved tree list and adjacent projects. CSI will prepare a preliminary planting layout representing a stretch of the raised median for City review and approval. The design may include inert materials such as decomposed granite, rock/cobble and decorative concrete if desired by the City. As part of this design effort we will prepare a plant/landscape materials photo sheet to support the design that is consistent with the City’s landscape guidelines and State requirements.



Task 10 – Meetings

Regularly scheduled meetings are a key to keeping projects on schedule, avoiding pitfalls, and keeping the lines of communication open with the City so that surprises do not occur during the final stages of the project. We have assumed attending two meetings during the preliminary design phase.

Task 11 – Project Management / QA / QC

The Project Management task is directed at the organization, planning and control of the project team. Activities include scheduling and monitoring of the project team, cost control and an active quality control program. Quality Control will be an ongoing task throughout the duration of the project. The initial effort will be in the development of a project specific checklist that will establish specific tasks that need to be accomplished, the estimated completion date and a signature block for the Project Manager to sign that the task has been completed and reviewed. The Quality Control Officer for the project ensures that all checklist items are addressed by the Project Manager. In addition to the Quality Control by the Project Manager, a Quality Control committee comprised of at least two registered engineers that are not involved in the project will review the plans. The review committee will do a technical evaluation of the plans, cost estimate and the project specifications. The review comments are transmitted to the Project Manager during a subsequent meeting.

FINAL DESIGN

Task 12 – Roadway and Sidewalk

In addition to the other plans described below, street improvement plans (20-scale) will be prepared using the aerial topographic survey data to create base sheets. The street improvements will be based on providing the widths and alignment as recommended in the approved Project Precise Alignment.

The street improvements are assumed to consist of modifying the existing street cross-section by modifying the median width and widening the existing roadway, without pavement rehabilitation. The use of cross-sections will be critical to assure that reasonable cross-falls are maintained for the new roadway section and to ensure that they are within an acceptable range.

As previously discussed, the roadway design will need to accommodate appropriate transitions to existing conditions at the east and west ends of the project and at the railroad tracks. Our preliminary analysis shows a horizontal lane offset of 1'-2' in each direction across Pioneer.

In addition to the roadway design, APP will focus on providing a continuous ADA-compliant sidewalk along the south side of Florence. As previously discussed, we preliminarily recommend constructing the sidewalk on the north side of the residential properties, south of the frontage road, especially since many of the properties already have sidewalk. There are also several sidewalk deficiencies on the north side of Florence that will need to be reconstructed.

We are assuming the reconstruction of the pavement structural section, similar to the proposed pavement reconstruction on the easterly segment of Florence that APP is currently designing. Therefore, we propose to incorporate the pavement reconstruction into our plans. Additionally, we propose to modify the median east of Pioneer to better align the lanes through the intersection and to also initiate the third westbound lane at the beginning of the left turn pocket to southbound Pioneer, assuming this approach will not impact the on-street parking on the south side of the street, east of Pioneer.

Task 13 – Traffic Signal

We have included the traffic signal modification at Roseton as a result of the street widening. ADVANTEC will prepare a traffic signal modification plan for Florence Avenue at Roseton Avenue to relocate existing traffic signal equipment on the south side of the intersection affected by the street widening.

Preliminary plans will be designed utilizing City's design standards/special provisions, latest editions of the State of California Standard Plans and Specifications and California MUTCD. The plans for traffic signal modification design will depict but not limited be to the following: existing and proposed striping/markings, traffic signal conduits, pull boxes, pole schedule, conductor schedule, controller, potential utility conflicts, existing and proposed phasing diagrams, and notes.



Task 14 – Street Lighting

A lighting relocation plan will be provided for the widened portion of Florence Avenue between Orr & Day Road and Pioneer Boulevard. The lighting relocation plan will involve the modification of the existing City street lighting system to remove existing street lights and relocate the street lights adjacent to the new edge of travelled way. ADVANTEC will coordinate changes to the roadway lighting system with Edison to ensure that lighting is maintained during construction until the cutover to the new system.

Task 15 – Signing and Striping

ADVANTEC will prepare signing and striping plans based on the civil layout plan for the new median and roadway curb alignment on Florence Avenue. The plans will show the installation of striping, pavement markings and signs for the proposed widening and joining the existing striping on either side of the improvements, including appropriate transitions to the Caltrans improvements on the west end of the project and to the existing conditions east of Pioneer. Signing and striping plans will be prepared at 1"=40' scale.

Task 16 –Landscape and Irrigation

Upon approval of the Landscape Concept Plan, final PS&E will be developed for the public landscape and irrigation improvements as well as for the impacted private property landscaping and irrigation. Parkway and median planting plans will be prepared based on the construction plan layout showing plant species, layout, container sizes and quantities, and paving materials, colors and textures. Irrigation calculations will be prepared based on the planting design using water budgets established by the City. Irrigation equipment will be based on City requirements.

Task 17 – Drainage and Water Quality

According to information gathered during the proposal preparation and field-verified, there are, or will be, catch basins that will be impacted by the roadway widening in Florence west of Gard and at the Ringwood intersection. APP will prepare hydrology calculations for the area tributary to the relocated catch basins. The size of the catch basins and corresponding catch basin laterals will be evaluated. Based on the results of the hydrologic analysis, the appropriate catch basins and connector pipes required will be designed.

Twenty-scale storm drain plans will be prepared for the projects based on the final approved hydrologic calculations and. The plans will include plan and profile drawings, necessary catch basin details, and details required to extend/replace the existing facilities. APP will also review the proposed catch basin that Caltrans is proposing to construct easterly of Orr and Day.

Due to the planned widening associated with the Project more than 5,000 square feet of impervious area will be added. The City's Green Street Manual requires any project adding 5,000 square feet of impervious area to prepare and implement a

Standard Urban Stormwater Mitigation Plan (SUSMP) to reduce stormwater pollutants. The project team is up-to-date on the recent changes to the model SUSMP and has successfully implemented the new requirements on several projects throughout Orange and Los Angeles Counties. The Project Team will use this project experience and lessons learned to develop the SUSMP up-front in the project design phase as potential best management practices will be intrinsically tied to the final design solution. **We preliminarily anticipate being able to allow low-flow runoff to be collected within the existing divider island that will be used as a water quality feature.**

Task 18 – Caltrans Coordination

As also identified previously, coordination will be required to transition to the new Caltrans raised median, catch basins and southerly Florence curb to allow for a suitable roadway width east of Orr and Day Road.

Task 19 – Specifications / Cost Estimate

Plans and cost estimates will be prepared and submitted to the City for review at the 75 percent (75%) and 100 percent (100%) levels. Special provisions will be prepared based on the Standard Specifications for Public Works Construction and the City's boilerplate, supplemented with Caltrans specifications. ADVANTEC will prepare construction /traffic handling specifications to be included in the bid documents. The specifications will include guidelines and lane closure requirements for the contractor to follow for the preparation of the traffic control plans. Suggested construction staging will also be provided. Pertinent collected utility data, pothole results and geotechnical information will also be provided to the City.

All deliverables including mylars, master set of specifications, and all digital files will also be provided to the City.

Cost estimates will be prepared and submitted to the City for review at the concept, 75 percent (75%), and 100 percent (100%) levels. APP will provide the City with a diskette of our cost estimate spreadsheet, which can be added to by the City in preparing a bid summary after the Contractor's bids are received.

The anticipated number of sheets for the project is as follows:

Description	# of Sheets
Title Sheet	1
Typical Sections and Details	1
Roadway Plans and Profiles (20-scale)	6
Frontage Road Sidewalk Improvements (10-scale)	3
Traffic Signal (1 by APP, 1 by City)	2
Street Lighting	2
Signing and Striping	1
Storm Drain Laterals	1
Water Quality	1
Landscape/Irrigation	6
Total Sheets *	24

*Does not include cross-sections used for roadway design.

All plans will be prepared in AutoCAD. Digital files and one set of original mylars shall be provided to the City upon final approval. All submittals will be in Microsoft Word format.

Task 20 – Meetings

Regularly scheduled meetings are a key to keeping projects on schedule, avoiding pitfalls, and keeping the lines of communication open with the City so that surprises do not occur during the final stages of the project. We have assumed attending two meetings during the Final Design stage of the project.

Task 21 – Project Management / QA / QC

Project Management, QA and QC will continue during the Final Design stage as specified under Task 9.

BID AND CONSTRUCTION SUPPORT

Task 22 – Bid Phase

The APP Team will provide ongoing support during the bid phase for any questions/clarifications from the Contractor during the bidding process.

Task 23 – Construction Phase

The APP Team will provide ongoing support during the construction phase and respond to Contractor RFIs/RFCs, Contractor submittal reviews, revisions due to unforeseen conditions, construction visits and preparation of record drawings.

3. References

Sean Crumby, PE, Deputy Public Works Director/City Engineer, City of Long Beach

Contact Info: (562) 570-6383; Sean.Crumby@longbeach.gov

Projects: On-call Civil Engineering, Atherton Street and Magnolia Avenue Street Rehabilitation, Pavement Rehabilitation Ximeno Avenue and Redondo Avenue, Alamos Avenue Rehabilitation Improvements, Santa Fe Avenue Street Rehabilitation, Atlantic Avenue Rehabilitation, Spring Street Rehabilitation, Los Coyotes Diagonal Rehabilitation

Services Provided: Civil engineering design, plans, specifications, and estimates (PS&E)

Desi Gutierrez, PE, Principal Engineer, City of Downey

Contact Info: (562) 904-7110; DGUTIERR@downeyca.org

Projects: Brookshire Avenue Rehabilitation, Firestone Rehabilitation, Firestone Median, True Avenue Sewer, Firestone/Lakewood Intersection Widening, Lakewood Boulevard Reconstruction

Services Provided: Aerial mapping, design survey, cross-sections, legal descriptions and plats, geotech, street and storm drain PS&E, wall design, traffic planning and engineering

Cesar Carrillo, PE, Principal Engineer, City of Anaheim

Contact Info: (714) 765-5175; ccarrillo@anaheim.net

Projects: Lincoln Avenue Widening

Services Provided: Aerial mapping, design survey, cross-sections, legal descriptions and plats, geotech, street and storm drain PS&E, wall design, traffic planning and engineering

Mark Trestik, PE, Assistant City Engineer, City of Laguna Beach

Contact Info: (949) 497-0300; mtrestik@lagunabeachcity.net

Projects: Broadway Pedestrian and Safety Improvements, Hillcrest Sidewalk, Park Avenue Sidewalk, Storm Drain Master Plan, Temple Hills Sidewalk

Services Provided: Design survey, cross-sections, geotech, street and storm drain PS&E, sidewalk PS&E, wall design, traffic planning and engineering

FLORENCE WIDENING (Orr & Day to Pioneer)

FEE SCHEDULE

TASK	APP						APP Subtotal	Subconsultants	TOTAL
	PM/QA/QC \$185	PE \$140	DE \$110	CADD \$90	Admin \$80	ODC			
PRELIMINARY DESIGN									
1 Survey		2	4				\$720	\$27,368 ¹	\$28,088
2 Records and Research		2	8				\$1,160	\$1,001 ²	\$2,161
3 Field Review	4	8	8			\$50	\$2,790	\$1,001 ²	\$3,791
4 Project Precise Alignment	12	20	24	24		\$100	\$9,920	\$1,500 ²	\$11,420
5 Utilities	8	12	8	4	8		\$5,040	\$8,840 ⁴	\$13,880
6 Geotech Report	2	4					\$930	\$10,121 ⁵	\$11,051
7 Environmental	2	2					\$650	\$1,300 ⁶	\$1,950
8 Public Outreach	4	4		4		\$300	\$1,960	\$8,800 ⁷	\$10,760
9 Preliminary Landscaping	2	4					\$930	\$5,858 ³	\$6,788
10 Meetings	6	6				\$100	\$2,050	\$897 ²	\$2,947
11 Project Management / QA / QC	12						\$2,220		\$2,220
Preliminary Design Subtotal	52	64	52	32	8	\$550	\$28,370	\$66,685	\$95,055
FINAL DESIGN									
12 Roadway and Sidewalk	54	108	96	208	8	\$800	\$55,830		\$55,830
13 Traffic Signal		2					\$280	\$6,908 ²	\$7,188
14 Street Lighting		4					\$560	\$3,872 ²	\$4,432
15 Signing and Striping		4					\$560	\$4,257 ²	\$4,817
16 Landscape and Irrigation	4	4	8				\$2,180	\$14,795 ³	\$16,975
17 Drainage & Water Quality									
Hydrology & Storm Drain Lateral Relocation	4	12	20	12			\$5,700		\$5,700
SUSMP	6	32		12			\$6,670		\$6,670
Green Streets Design	6	12	8	20			\$5,470	\$2,450 ⁵	\$7,920
18 Caltrans Coordination	16	16				\$100	\$5,300		\$5,300
19 Specs and Estimate	8	8	16	12	4		\$5,760	\$3,520 ²	\$9,280
20 Meetings	6	6				\$100	\$2,050	\$897 ²	\$2,947
21 Project Management / QA / QC	24						\$4,440		\$4,440
Final Design Subtotal	128	208	148	264	12	\$1,000	\$94,800	\$36,699	\$131,499
BID AND CONSTRUCTION SUPPORT									
22 Bid Phase	4	4					\$1,300		\$1,300
23 Construction Phase	8	8	8	12		\$200	\$4,760	\$1,650 ^{2,3}	\$6,410
Bid and Construction Support Subtotal	12	12	8	12	0	\$200	\$6,060	\$1,650	\$7,710
Manhour Totals	192	284	208	308	20		\$129,230	\$105,033	\$234,263
Fee Totals	\$35,520	\$39,760	\$22,880	\$27,720	\$1,600	\$1,750			

1 KelSurvey
2 Advantec

3 Cornerstone Studios
4 Boudreau (potholing)

5 Associated Soils
6 ECORP (environmental)

7 Southstar (public outreach)



City of Santa Fe Springs

City Council Meeting

September 12, 2017

PRESENTATION

Presentation to Milestone Event Celebrants

RECOMMENDATION:

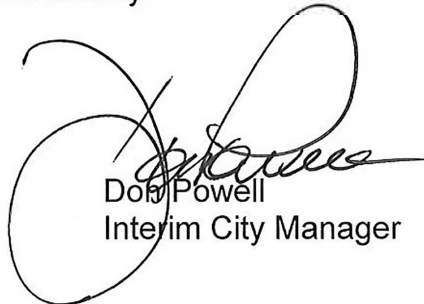
The Mayor may wish to call upon Julie Herrera, Public Relations Specialist, to assist with this presentation.

BACKGROUND

Quarterly, the City Council holds a Milestone Celebration to recognize residents for significant "milestone" achievements (e.g., significant birthdays or wedding anniversaries). Tonight, the following City residents have been invited to be recognized:

Pedro Vallejo – 90th Birthday

Lucille & Elias Marujo Jr. – 50th Anniversary


Don Powell
Interim City Manager

Attachment(s):

None



City of Santa Fe Springs

City Council Meeting

September 12, 2017

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

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

Applications Received: Elena Lopez

Recent Actions: Dolores Romero and Lydia Gonzalez were appointed to the Parks & Recreation Advisory Committee.


Don Powell
Interim City Manager

Attachments:
Committee Lists
Prospective Members

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Rudy Legarreta Jr.

Dolores Romero

Lydia Gonzalez

Planning Commission

Senior Citizens Advisory

Frank Aguayo Sr.

Sister City

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center 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	(18)
	Vacant	
	Vacant	
	Guadalupe Placencia	(19)
	Vacant	
Zamora	Mary Reed	(18)
	Charlotte Zevallos	(18)
	Doris Yarwood	(18)
	Vada Conrad	(19)
	Joseph Saiza	(19)
Rounds	Sadie Calderon	(18)
	Rita Argott	(18)
	Mary Arias	(19)
	Marlene Vernava	(19)
	Vacant	
Sarno	Vacant	
	Irene Pasillas	(18)
	Vacant	
	May Sharp	(19)
Trujillo	Vacant	
	Mary Jo Haller	(18)
	Nora Walsh	(18)
	Margaret Bustos*	(18)
	Vacant	

**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	Vacant	
	Martha Villanueva	(18)
	Margaret Bustos*	(18)
Zamora	Gaby Garcia	(18)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
Rounds	Annette Rodriguez	(18)
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
Sarno	Debbie Belmontes	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
Trujillo	Dolores H. Romero*	(18)
	Laurie Rios	(18)
	Bonnie Fox	(19)

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	6/30/2019
Zamora	Larry Oblea	6/30/2019
Rounds	Pauline Moore	6/30/2019
Sarno	Francis Carbajal	6/30/2019
Trujillo	Amparo Oblea	6/30/2019

Committee Representatives

Beautification Committee	Charlotte Zevallos	6/30/2019
Historical Committee	Sally Gaitan	6/30/2019
Planning Commission	Gabriel Jimenez	6/30/2019
Chamber of Commerce	Debbie Baker	6/30/2019

Council/Staff Representatives

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

**Indicates person currently serves on three committees*

HISTORICAL COMMITTEE

Meets Quarterly - The 2nd Tuesday of Jan., April, July, and Oct., at 5:30 p.m.,
Heritage Park Train Depot

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Astrid Shesterkin	(18)
	Tony Reyes	(18)
	Amparo Oblea	(19)
	George Felix, Jr.	(19)
Zamora	Vacant	
	Vacant	
	Vacant	
	Larry Oblea	(18)
Rounds	Vacant	
	Linda Vallejo	(18)
	Mark Scoggins*	(19)
	Janice Smith	(19)
Sarno	Vacant	
	Vacant	
	Vacant	
	Sally Gaitan	(19)
Trujillo	Vacant	
	Vacant	
	Merrie Hathaway	(19)
	Vacant	

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Mary Tavera	(18)
	Adrian Romero	(19)
	William Logan	(19)
	Ralph Aranda	(19)
	Kurt Hamra	(19)
Zamora	Michael Givens	(18)
	Ruben Gonzalez	(18)
	Frank Aguayo, Sr.	(18)
	Sally Gaitan	(19)
	Vacant	
Rounds	Kenneth Arnold	(18)
	Mary Anderson	(18)
	Johana Coca*	(18)
	Tim Arnold	(19)
	Mark Scoggins*	(19)
Sarno	Vacant	(18)
	Debbie Belmontes	(18)
	Lisa Garcia	(19)
	Vacant	(18)
	David Diaz-Infante	(19)
Trujillo	Dolores Romero	
	Andrea Lopez	(18)
	Lydia Gonzalez	
	Anthony Ambris	(19)
	Arcelia Miranda	(19)

**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	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Johnny Hernandez	6/30/2020

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 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	
	Vacant	
	Paul Nakamura	(18)
	Astrid Shesterkin	(19)
	Vacant	
Zamora	Dolores Duran	(18)
	Elena Lopez Armendariz	(18)
	Rebecca Lira	(18)
	Amelia Acosta	(19)
	Vacant	
Rounds	Vacant	
	Bonnie Fox	(18)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
Sarno	Yoko Nakamura	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
	Vacant	
	Vacant	
Trujillo	Vacant	
	Vacant	
	Vacant	
	Margaret Bustos*	(19)
	Vacant	

**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	(18)
	Laurie Rios	(18)
	Mary K. Reed	(19)
	Peggy Radoumis	(19)
	Francis Carbajal	(19)
Zamora	Charlotte Zevallos	(18)
	Josefina Canchola	(19)
	Vacant	
	Doris Yarwood	(19)
	Vacant	
Rounds	Manny Zevallos	(18)
	Susan Johnston	(18)
	Robert Wolfe	(18)
	Vacant	
	Vacant	
Sarno	Jeannette Wolfe	(18)
	Vacant	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Vacant	(18)
	Andrea Lopez	(18)
	Vacant	
	Marcella Obregon	(19)
	Vacant	(18)

**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

Bryan Collins

Rounds

Johana Coca

Sarno

Alma Martinez

Trujillo

Vacant

Zamora

Nancy Romo

*Albert Hayes removed on 7/19/17

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	(19)
	Destiny Cornejo	(19)
	Zachary Varela	(18)
	Vacant	(19)
	Giovanni Sandoval	(18)
Zamora	Metztli Mercado-Garcia	(18)
	Savanna Aguayo	(19)
	Valerie Melendez	(19)
	Christian Zamora	(19)
Rounds	Andrew Chavez	(18)
	Jennisa Casillas	(19)
	Walter Alvarez	(18)
	Valerie Yvette A. Gonzales	(18)
Sarno	Angel M. Corona	(19)
	Rafael Gomez	(19)
	Ivan Aguilar	(19)
	Jennifer Centeno Tobar	(19)
Trujillo	Vacant	
	Ionnis Panou	(18)
	Vacant	
	Amber Marquez	(18)



City of Santa Fe Springs

City Council Meeting

September 12, 2017

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Mayor's Appointment to Successor Agency Oversight Board

RECOMMENDATION

Staff recommends the Mayor appoint one member to the Oversight Board

The new redevelopment law (AB1x26) dissolves redevelopment agencies as of February 1, 2012 ("the dissolution law"). As part of the dissolution of the Redevelopment Agency component of the City's Community Development Commission (CDC), the City has elected to serve as the Successor Agency. The dissolution law requires that each Successor Agency will have an Oversight Board of 7 members to oversee dissolution of the Agency, including payments of debts, termination of agreements, disposal of assets, and distribution of funds.

Appointment of Oversight Board

The Oversight Board will be appointed as follows:

- 2 members to be appointed by the Mayor of Santa Fe Springs (1 member of the public at-large, and 1 member of the largest recognized employee organization and representing the former RDA/CDC);
- 1 member to be appointed by the County Flood Control District, which is the largest non-enterprise Special District by property tax share;
- 1 member to be appointed by the Superintendent of Education;
- 1 member to be appointed by the Chancellor of California Community Colleges; and 2 members to be appointed by the Los Angeles County Board of Supervisors, with 1 of those members representing the public.

With the departure of our City Manager Thaddeus McCormack, one (1) seat of the Oversight Board has become vacant. Therefore, the Mayor will need to make one appointment to the Oversight Board.

Because the Oversight Board must report its membership to the California Department of Finance, any Oversight Board positions not filled after it has become vacant, it may be appointed by the Governor.

FISCAL IMPACT

None

A handwritten signature in black ink, appearing to read "Don Powell".

Don Powell
Interim City Manager