



# AGENDA

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

**May 23, 2019  
6:00 P.M.**

Council Chambers  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

**John Mora, Council Member  
Annette Rodriguez, Council Member  
Joe Angel Zamora, Council Member  
William K. Rounds, Mayor Pro Tem  
Juanita Trujillo, Mayor**

**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**

John Mora, Councilmember  
Annette Rodriguez, Councilmember  
Joe Angel Zamora, Councilmember  
William K. Rounds, Mayor Pro Tem  
Juanita Trujillo, Mayor

**PUBLIC FINANCING AUTHORITY**

3. **CONSENT AGENDA**

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

- a. Minutes of the April 23, 2019 Public Financing Authority (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Recommendation:**

- Receive and file the report.

**WATER UTILITY AUTHORITY**

4. **CONSENT AGENDA**

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

- a. Minutes of the April 23, 2019 Water Utility Authority (Public Works)

**Recommendation:**

- Approve the minutes as submitted.

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

**Recommendation:**

- Receive and file the report.

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

**Recommendation:**

- Receive and file the report.

**HOUSING SUCCESSOR**

5. **CONSENT AGENDA**

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

Minutes of the April 23, 2019 Housing Successor (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

**SUCCESSOR AGENCY**

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 Successor Agency.*

Minutes of the April 23, 2019 Successor Agency (City Clerk)

**Recommendation:** That the Successor Agency:

- Approve the minutes as submitted.

7. **NEW BUSINESS**

Third Amendment to Purchase and Sale Agreement with PPF Industrial, LLC for properties located on the southeast corner of Bloomfield and Telegraph Road and north side of Telegraph Road east of Bloomfield, and Fourth amendments to Settlement Agreement and Property Disposition Agreement between the Successor Agency, McGranahan Carlson and Company, and Breitburn Energy Company (Planning)

**Recommendation:**

- Approve the Third Amendment to the Purchase and Sale Agreement with PPF Industrial, LLC for two (2) properties located on the southeast corner of Bloomfield and Telegraph Road and on the north side of Telegraph Road to the east of Bloomfield;
- Approve the Fourth Amendment to the Settlement Agreement between the McGranahan and Carlson, SFSA, Breitburn and the Successor Agency; and
- Approve the Fourth Amendment to the Property Disposition Agreement between the Successor Agency to the City of Santa Fe Springs Redevelopment Agency, McGranahan and Carlson, and Breitburn.

**CITY COUNCIL**

8. **CONSENT AGENDA**

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

- a. Minutes of the April 23, 2019 Regular City Council Meetings (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

b. General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant to California Government Code Section 36934 (City Clerk)

**Recommendation:**

- Approve a general motion to waive full reading of ordinances and read titles only, pursuant to California Government Code Section 36934.

c. Municipal Services Yard Underground Waste Oil Tank Removal – Final Payment (Public Works)

**Recommendation:**

- Approve the Final Payment (less 5% Retention) to OFRS, Inc. of Signal Hill, California in the amount of \$15,887.00.

**NEW BUSINESS**

9. Consideration of New Ground Lease Agreement Between the City of Santa Fe Springs (Landlord) and the United States Postal Services (Tenant) for the real property located at 11760 Telegraph Road, Santa Fe Springs, California 90670 (Planning)

**Recommendation:**

- Approve the New Ground Lease Agreement between the City of Santa Fe Springs (Landlord) and the United States Postal Services (Tenant) for the real property at 11760 Telegraph Road, Santa Fe Springs, California 90670; and
- Authorize the Mayor or designee to execute the New Ground Lease Agreement between the City of Santa Fe Springs (Landlord) and the United States Postal Services (Tenant), for real property at 11760 Telegraph Road, Santa Fe Springs, California 90670.

10. Amendment Number One to Lease Agreement between the City of Santa Fe Springs and The Whole Child (TWC) for use of modular building located at the Gus Velasco Neighborhood Center (Community Services)

**Recommendation:**

- Approve Amendment Number One to Lease Agreement between the City of Santa Fe Springs and The Whole Child to extend the lease term by one year and to adjust the monthly rent for use of the modular building located at the Gus Velasco Neighborhood Center.

11. Approval of Parcel Map No. 78240 – for 11201-11313 Carmenita Road (Public Works)

**Recommendation:**

- Approve Parcel Map No. 78240;
- Find that Parcel Map No. 78240 together with the provisions for its design and improvement, is consistent with the City's General Plans; and
- Authorize the City Engineer and City Clerk to sign Parcel Map No. 78240.

12. Slauson Avenue Overpass – Approval of Agreement with the County of Los Angeles (Public Works)  
**Recommendation:**
- Approve the Agreement with the County of Los Angeles for the construction and maintenance of the Slauson Avenue Overpass; and
  - Authorize the Mayor to execute the Agreement.
13. Renewal of Underground Facilities License for Phibro-Tech, Inc. (Public Works)  
**Recommendation:**
- Renew the Underground Facilities License for Phibro-Tech, Inc. to operate a pressurized sewer line along Burke Street east of Dice Road.
14. Assessor's Parcel Number: 8007-001-909 – Purchase and Sale Agreement (Public Works)  
**Recommendation:**
- Approve the Purchase and Sale Agreement to sell Assessor' Parcel Number: 8007-001-909 to Mr. and Mrs. Rosalez for the sale price of \$256,000; and
  - Authorize the Mayor to execute the Purchase and Sale Agreement and Grant Deed.
15. Award of contract to Revenue & Cost Specialists, LLC to prepare a Cost Allocation Plan and User Fee Study (Finance)  
**Recommendation:**
- Award a contract to Revenue & Cost Specialists, LLC to prepare a Cost Allocation Plan and User Fee Study with a total not to exceed cost of \$32,500.
  - Authorize the Mayor or designee to execute the contract to provide the services.
16. Request for Out-of-State Travel to attend the 2019 NEOGOV Connect Conference (User Conference) (Finance)  
**Recommendation:**
- Approve out-of-state travel for the Human Resources Analyst to attend the 2019 NEOGOV Connect Conference in Las Vegas, NV.

**CLOSED SESSION**

17. CONFERENCE WITH LABOR NEGOTIATORS  
(Pursuant to California Government Code Section 54957.6)  
Unrepresented Employee: City Manager

**CLOSED SESSION**

18. CONFERENCES WITH LABOR NEGOTIATORS  
(Pursuant to California Government Code Section 54957.6)  
**Agency Designated Representatives:** City Manager, Director of Finance, Human Resources Manager, City Attorney  
**Employee Organizations:** Santa Fe Springs City Employees' Association and Santa Fe Springs Firefighters' Association

**CLOSED SESSION**

**19. CONFERENCES WITH LABOR NEGOTIATORS**

(Pursuant to California Government Code Section 54957.6)

**Agency Designated Representatives:** City Manager, City Attorney, Labor Negotiator  
**Employee Organization:** Santa Fe Springs Executive, Management and Confidential Employees' Association

***Items 20 – 29 will occur in the 7:00 p.m. hour.***

**20. INVOCATION**

**21. PLEDGE OF ALLEGIANCE**

**22. INTRODUCTIONS**

- Representatives from the Chamber of Commerce

**23. ANNOUNCEMENTS**

**24. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS**

**25. PRESENTATIONS**

- Introduction of New Santa Fe Springs Department of Fire-Rescue Firefighter Candidates
- Proclaiming May 19-25, 2019 as "National Public Works Week"
- Recognition of Santa Fe Springs City Library 2019 Bookmark Contest Winners
- Lake Center Middle School 8<sup>th</sup> Grade Students 2019 Washington D.C. Trip (Submitted by PIO)
- Recognition of 2019 Santa Fe Springs Older American Award Recipient – Mr. Paul Nakamura

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

- Advisory Committee Appointments

**27. ORAL COMMUNICATIONS**

- Follow-up Public Comments

*Staff will provide an update on any comments or concerns brought forward to the City Council at a previous meeting during oral communications*

- New Public Comments

*This part of the meeting is for the public to speak about anything within the City's jurisdiction. The Brown Act does not allow the Council to take action on items not on the agenda, but City staff may provide an update on the following meeting.*

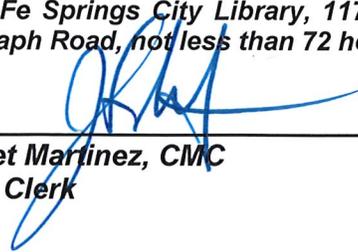
*City of Santa Fe Springs*  
*Regular Meetings*

*May 23, 2019*

28. COUNCIL COMMENTS

29. ADJOURNMENT

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

  
\_\_\_\_\_  
Janet Martinez, CMC  
City Clerk

May 16, 2019  
Date

**FOR ITEM NO. 3A  
PLEASE SEE ITEM NO. 8A**



**CONSENT CALENDAR**

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

**RECOMMENDATION**

That the Public Financing Authority receive and file the report.

**BACKGROUND**

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 4/30/19	None
Outstanding principal at 4/30/19	\$38,668,258

Bond Repayment

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

Unspent Bond Proceeds

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

2016 Bond Refunding

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

2017 Bond Refunding

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



*For*

Raymond R. Cruz  
City Manager/Executive Director

**FOR ITEM NO. 4A  
PLEASE SEE ITEM NO. 8A**



**CONSENT CALENDAR**

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

**RECOMMENDATION**

That the Water Utility Authority receive and file the report.

**BACKGROUND**

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 4/30/19	None
Outstanding principal at 4/30/19	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 4/30/19	None
Outstanding principal at 4/30/19	\$1,800,000

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

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

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

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

  
*FR* Raymond R. Cruz  
City Manager/Executive Director



**CONSENT AGENDA**

**Status Update of Water-Related Capital Improvement Projects**

**RECOMMENDATION**

That the Water Utility Authority receive and file the report.

**BACKGROUND**

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

**Water Well No. 12 – Packer Testing and Installation**

The Water Utility Authority (WUA), at their March 28, 2019 meeting, awarded a contract to Best Drilling and Pump, Inc. (Best Drilling) from Colton, California in the amount of \$452,000 for the Water Well No. 12 Packer Testing project.

Construction began on May 7, 2019. A video of the well was taken prior to removal of the well pump and motor. The well was brushed clean, and the Contractor anticipates starting test pumping and taking water samples by the end of May 2019.

**FISCAL IMPACT**

Water Well No. 12 Packer Testing and Installation is fully funded from the Water Reserve Fund.

**INFRASTRUCTURE IMPACT**

The production of quality water from Water Well No. 12 with a cost-effective option is imperative to meeting the City's water needs.

*for*   
Raymond R. Cruz  
Executive Director

**Attachments:**

None

**FOR ITEM NO. 5  
PLEASE SEE ITEM NO. 8A**

**FOR ITEM NO. 6  
PLEASE SEE ITEM NO. 8A**



# City of Santa Fe Springs

Successor Agency Meeting

ITEM NO. 7

May 23, 2019

## NEW BUSINESS

Third Amendment to Purchase and Sale Agreement with PPF Industrial, LLC for properties located on the southeast corner of Bloomfield and Telegraph Road and north side of Telegraph Road east of Bloomfield, and Fourth Amendments to Settlement Agreement and Property Disposition Agreement between the Successor Agency, McGranahan Carlson and Company, and Breitburn Energy Company

### **RECOMMENDATION:**

Adopt Resolution No. SA-2019-02 to:

- Approve the Third Amendment to the Purchase and Sale Agreement with PPF Industrial, LLC for two (2) properties located on the southeast corner of Bloomfield and Telegraph Road and on the north side of Telegraph Road to the east of Bloomfield;
- Approve the Fourth Amendment to the Settlement Agreement between the McGranahan and Carlson, SFSA, Breitburn and the Successor Agency; and
- Approve the Fourth Amendment to the Property Disposition Agreement between the Successor Agency to the City of Santa Fe Springs Redevelopment Agency, McGranahan and Carlson, and Breitburn.

### **BACKGROUND OF PURCHASE AND SALE AGREEMENT**

The purchase and sale agreement ("PSA") involves two properties. The first is located on the southeast corner of Bloomfield and Telegraph Road ("Site III") and the second is located on the north side of Telegraph Road to the east of Bloomfield ("Site IV")(Sites III & IV collectively referred to as the "Properties") that were owned by the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs ("former RDA"). With the dissolution of redevelopment agencies throughout the State of California, the City of Santa Fe Springs elected to serve as Successor Agency to the former RDA ("Successor Agency"). The Successor Agency prepared a Long Range Property Management Plan ("LRPMP") which identified a plan for the disposal of former RDA properties. The LRPMP required the Properties to be sold.

In March of 2018, the Successor Agency entered into the PSA with PPF Industrial, LLC ("Buyer") for the sale and development of the Properties. The PSA provides the Buyer with a due diligence period to determine the suitability of property development, which is complicated by the fact that active oil wells will continue to operate on the Properties.

During the due diligence period, the Buyer has been making significant progress, including conducting soils investigations and preparing of site plans that include the location of easements, electrical lines and oil pipelines that does not interfere with Breitburn's active wells on the property.

This process has taken more time than originally anticipated. In October 2018, the Successor Agency approved a three-month extension of the PSA and in January 2019, the Successor Agency approved another extension. After further discussions with the Buyer and Breitburn, they have requested an additional extension of the due diligence period and the closing date.

### **BACKGROUND OF SETTLEMENT AGREEMENT AND PROPERTY DISPOSITION AGREEMENT**

In addition to extension of Purchase and Sale Agreement, staff seeks authority from the Successor Agency to extend the Settlement Agreement and Property Disposition Agreement entered into between McGranahan and Carlson ("MC&C"), Breitburn, and the Successor Agency. The history of this transaction is very complex, involving an additional property and additional party. This agenda report provides a brief background as to the settlement agreement and the reasons staff proposes an extension of the agreement. MC&C is the current owner and Breitburn was the former tenant of the "tank farm" that adjoins Site III. MC&C and Breitburn had a legal dispute regarding which party was responsible for property taxes, among other issues, on the "tank farm." In 2008, MC&C and Breitburn entered into a settlement agreement (which included the former RDA). Under the settlement agreement, the parties agreed that Breitburn would cooperate with the sale and development of the Properties by a certain date and, in return for their cooperation with the development, it would receive the "tank farm" from MC&C.

At the same time the Settlement Agreement was entered, a Property Disposition Agreement was also entered, which memorialized a lengthy history of property acquisition and development expenditures including a schedule for distribution of the proceeds upon sale of the two sites. These two agreements contained a deadline for the sale of the sites. That deadline has been extended multiple times, due to the complexities of selling the sites. With the extension of the PSA, the Settlement Agreement and Property Dispositions Agreement should also be extended.

All parties involved have worked diligently to solve all of the sale and development complexities, and staff believes that the transactions are nearing completion, although they require additional time. Accordingly, staff is requesting and recommending that the Successor Agency approve the accompanying Resolution to amend all three of the agreements as discussed above.

**FISCAL IMPACT**

Because the property is an asset of the former RDA, the proceeds of the sale will be divided amongst the various taxing entities, including the City, school district, community colleges, and the County of Los Angeles, including various divisions of the County, such as flood control and other special districts. Additionally, the oil field clean up costs, which are unknown at this time, will be deducted from the proceeds of the sale.



Ivy M. Tsai  
Successor Agency Counsel

**Attachment:**

1. Resolution SA-2019-02
2. Exhibit 1 to Resolution 2019-02 Third Amendment to Purchase and Sale Agreement
3. Exhibit 2 to Resolution 2019-02 Fourth Amendment to Settlement Agreement
4. Exhibit 3 to Resolution 2019-02 Fourth Amendment to Property Disposition Agreement

## RESOLUTION NO. SA-2019-02

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS APPROVING THE THIRD AMENDMENT TO THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR TWO (2) PROPERTIES LOCATED ON THE SOUTHEAST CORNER OF BLOOMFIELD AND TELEGRAPH ROAD AND ON THE NORTH SIDE OF TELEGRAPH ROAD TO THE EAST OF BLOOMFIELD AND FOURTH AMENDMENTS TO SETTLEMENT AGREEMENT AND DISPOSITION AGREEMENT BETWEEN THE SUCCESSOR AGENCY, MCGRANAHAN CARLSON AND COMPANY, AND BREITBURN ENERGY COMPANY**

**WHEREAS**, pursuant to ABx 1 26, enacted on or about June 28, 2011, and as subsequently amended by AB 1484, SB 341, and SB 107 ("Dissolution Act"), the Santa Fe Springs Community Redevelopment Commission/Redevelopment Agency ("RDA") was dissolved as of February 1, 2012, and the City of Santa Fe Springs elected to serve as Successor Agency to the RDA;

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

**WHEREAS**, the LRPMP listed as "for sale" the two (2) properties located on the southeast corner of Bloomfield and Telegraph Road and on the north side of Telegraph Road to the east of Bloomfield more particularly described by Assessor's Parcel Numbers 8011-002-901, 8011-002-902, 8011-002-903, 8011-003-955, 8011-003-956, 8011-003-957, 8011-003-958, 8011-003-959, 8011-003-960, 8011-003-961, 8011-003-962, 8011-003-963, 8011-003-964, 8011-003-965, 8011-003-966, 8011-003-967, 8011-003-968, 8011-003-969, 8011-003-970, 8011-003-971, 8011-003-972, 8011-003-973, 8011-003-974, 8011-003-975, 8011-003-976, 8011-003-977, 8011-003-978, 8011-003-979, 8011-018-900, 8011-018-901, 8011-018-902, 8011-018-903, 8011-018-904, 8011-018-905, and 8011-018-906 ("Property");

**WHEREAS**, in March 2018, the Successor Agency entered into a purchase and sale agreement with PPF Industrial, LLC for the sale of the Property ("PSA") subject to the terms and conditions set forth in the PSA;

**WHEREAS**, in September 2018, PPF Industrial, LLC requested and the Successor Agency approved an amendment to the PSA identified as "First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions";

**WHEREAS**, in January 2019, the Successor Agency approved a “Second Amendment to Purchase and Sale Agreement and Joint Escrow Instructions”;

**WHEREAS**, pursuant to Health and Safety Code Section 34177(e) and (h) and other applicable provisions, the Successor Agency is obligated to expeditiously wind down the affairs of the former RDA including the sale of real property identified in the LRPMP;

**WHEREAS**, the Successor Agency has previously extended the Settlement Agreement and Disposition Agreement entered into between the Successor Agency to the City of Santa Fe Springs Redevelopment Agency, McGranahan and Carlson, and Breitburn.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Successor Agency hereby approves the Third Amendment to the Purchase and Sale Agreement and Joint Escrow Instructions attached hereto as Exhibit 1.

SECTION 2. The Successor Agency hereby approves the Fourth Amendment to the Settlement Agreement by and between McGranahan, Carlson and Company, Breitburn Energy Company and the Successor Agency attached hereto attached hereto as Exhibit 2.

SECTION 3. The Successor Agency hereby approves the Fourth Amendment to the Property Disposition Agreement between McGranahan, Carlson and Company, SFSA, Breitburn Energy Company and the Successor Agency attached hereto attached hereto as Exhibit 3.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution SA-19-\_\_\_\_, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The Successor Agency hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 5. The Secretary shall certify passage of this Resolution SA-19-\_\_\_\_\_.

SECTION 6. The Successor Agency officials and staff are hereby authorized and directed to transmit this Resolution and take all other necessary and appropriate actions as required by law in order to effectuate its purposes including delivery to the

Los Angeles County 4<sup>th</sup> Supervisorial District Consolidated Oversight Board for approvals.

SECTION 7. The Amendment attached as Exhibit 1 requires the approval of the Oversight Board; the Amendments attached as Exhibits 2 and 3 require the approval of the Oversight Board and the State Department of Finance.

**PASSED, APPROVED AND ADOPTED** by the Successor Agency at a duly noticed meeting held on \_\_\_\_\_, 2019, by the following vote:

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstain: \_\_\_\_\_

By:

\_\_\_\_\_  
Successor Agency Chair

ATTEST:

\_\_\_\_\_  
Secretary  
City of Santa Fe Springs  
Successor Agency

**EXHIBIT "1"**

**THIRD AMENDMENT TO  
PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Amendment**"), dated as of May 23, 2019, is entered into by and between the SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS ("**Seller**" or the "**Successor Agency**") and PPF INDUSTRIAL, LLC, a Delaware limited liability company ("**Buyer**" or "**Developer**"). This Amendment is entered into with reference to the following facts:

A. Seller and Buyer entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions, effective as of March 20, 2018, as amended by that certain First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated September 24, 2018, and that certain Second Amendment dated January 24, 2019 (collectively, the "**Purchase Agreement**"), pursuant to which Buyer agreed to acquire from Seller, among other items, (i) approximately 9.87 acres of land located at the southeast corner of Telegraph Road and Bloomfield Avenue; and (ii) approximately 8.49 acres of land on the north side of Telegraph Road east of Bloomfield Avenue ("**Property**"), as more particularly described in the Purchase Agreement. Each initially-capitalized term used but not defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

B. Pursuant to Section 5.1 of the Purchase Agreement, Buyer had until January 31, 2019 to undertake its Initial Due Diligence and obtain its Project Plan Approvals. The parties now desire to extend the Due Diligence Period from April 30, 2019 to August 31, 2019.

C. Further, the parties desire to extend the Closing Date from May 31, 2019 to September 30, 2019.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. **Due Diligence Period.** The Due Diligence Period is hereby amended to terminate on August 31, 2019.

2. **Closing.** The last sentence of Section 4.6 of the Purchase Agreement is hereby amended to provide that:

“The Closing Date shall occur on or prior to September 30, 2019 (the "**Outside Closing Date**"), which Outside Closing Date may be extended for thirty (30) days upon prior written notice from Buyer to Seller.”

3. **References to the Purchase Agreement.** After giving effect to this Amendment, each reference in the Purchase Agreement to “this Agreement”, “hereof”, “hereunder” or words of

like import referring to the Purchase Agreement shall refer to the Purchase Agreement as amended by this Amendment.

4. **Miscellaneous**. The provisions of Article XV of the Purchase Agreement shall apply *mutatis mutandis* to this Amendment, and to the Purchase Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms therein as modified hereby.

5. **No Further Amendment**. Except as amended by the terms of this Amendment, the Purchase Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

**“SELLER”:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**“BUYER”**

**PPF INDUSTRIAL, LLC,**  
a Delaware limited liability company

By: PPF OP, LP,  
a Delaware limited partnership,  
Its: sole Member

By: PPF OPGP, LLC,  
a Delaware limited liability company,  
Its: General Partner

By: Prime Property Fund, LLC,  
a Delaware limited liability company,  
Its: sole Member

By: Morgan Stanley Real Estate Advisor, Inc.,  
a Delaware corporation,  
Its: Investment Adviser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "2"**

## FOURTH AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment amends that certain "Settlement Agreement" entered into on February 28, 2008 (the "Settlement Agreement"), by and between the Community Development Commission of the City of Santa Fe Springs, a public entity ("CDC"), BreitBurn Operating L.P., a Delaware limited partnership ("BreitBurn"), McGranahan, Carlson & Company LLC, a limited liability company ("MC&C"), MC&C Partnership Four, a California limited partnership ("MC&C IV") and SFSA Investment Company, Inc., a California "C" corporation ("SFSA").

Subsequent to entry into the Settlement Agreement, the parties thereto entered into an Amendment to extend the term of the Settlement Agreement to February 28, 2015, a Second Amendment to extend the term of the Settlement Agreement to February 28, 2019, and a Third Amendment to extend the term of the Settlement Agreement to May 31, 2019.

In 2011, the State of California dissolved all redevelopment agencies. Pursuant to the dissolution laws, the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs (the "Successor Agency") was created, and assumed the interests and obligations of the former CDC/Redevelopment Agency.

The Settlement Agreement constitutes an "Enforceable Obligation" of the Successor Agency, pursuant to the dissolution laws.

The Settlement Agreement requires the sale of certain properties owned by the Successor Agency. The Successor Agency is in escrow for the sale of such properties, but it now appears that the Buyer will not be able to satisfy all of the required contingencies in time to close escrow by May 31, 2019.

Accordingly, based on the facts set forth above, and intending to be legally bound, the parties hereby agree to extend the term of the Settlement Agreement to September 30, 2019. In all other respects the Settlement Agreement shall remain unchanged.

The effective date of this Amendment shall May 31, 2019, but it shall not become operative until and unless it is approved by the Successor Agency's Oversight Board and the State of California Department of Finance.

This Amendment may be executed in counterparts.

Successor Agency to the Community Development Commission/Redevelopment Agency  
of the City of Santa Fe Springs

\_\_\_\_\_  
Juanita M. Trujillo, Chairperson      Date: \_\_\_\_\_

BrietBurn Operating L.P.

\_\_\_\_\_  
(By)      Date: \_\_\_\_\_

McGranahan, Carlson & Company LLC

\_\_\_\_\_  
Stephen M. Carlson, Member      Date: \_\_\_\_\_

MC&C Partnership IV

\_\_\_\_\_  
Christopher W. McGranahan  
General Partner      Date: \_\_\_\_\_

SFSA Investment Company, Inc.

\_\_\_\_\_  
Stephen M. Carlson, President      Date: \_\_\_\_\_

**EXHIBIT "3"**

## FOURTH AMENDMENT TO PROPERTY DISPOSITION AGREEMENT

This Amendment amends that certain “Property Disposition Agreement” entered into on July 8, 2008 (the “Agreement”), by and between the Community Development Commission of the City of Santa Fe Springs, a public entity (“CDC”) and McGranahan, Carlson & Company LLC, a limited liability company (“MC&C”).

Subsequent to entry into the Agreement, the parties entered into an Amendment to extend the term of the Agreement to February 28, 2015, a Second Amendment to extend the term of the Agreement to February 28, 2019, and a Third Amendment to extend the term of the Agreement to May 31, 2019.

The Agreement is a companion agreement to the “Settlement Agreement” referenced therein, which runs concurrently with the Agreement.

In 2011, the State of California dissolved all redevelopment agencies. Pursuant to the dissolution laws, the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs (the “Successor Agency”) was created, and assumed the interests and obligations of the former CDC/Redevelopment Agency.

The Agreement constitutes an “Enforceable Obligation” of the Successor Agency, pursuant to the dissolution laws.

The Settlement Agreement requires the sale of certain properties owned by the Successor Agency. The Successor Agency is in escrow for the sale of such properties, but it now appears that the Buyer will not be able to satisfy all of the required contingencies in time to close escrow by May 31, 2019.

Accordingly, based on the facts set forth above, and intending to be legally bound, the parties hereby agree to extend the term of the Agreement to September 30, 2019. In all other respects the Agreement shall remain unchanged.

The effective date of this Amendment shall May 31, 2019, but it shall not become operative until and unless it is approved by the Successor Agency’s Oversight Board and the State of California Department of Finance.

This Amendment may be executed in counterparts.

Successor Agency to the Community Development Commission/Redevelopment Agency  
of the City of Santa Fe Springs

\_\_\_\_\_ Date: \_\_\_\_\_  
Juanita M. Trujillo, Chairperson

McGranahan, Carlson & Company LLC

\_\_\_\_\_ Date: \_\_\_\_\_  
Stephen M. Carlson, Member



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 8A

May 23, 2019

## **CONSENT AGENDA**

Minutes of the April 23, 2019 Regular City Council Meetings

### **RECOMMENDATION**

Staff recommends that the City Council:

- Approve the minutes as submitted.

### **BACKGROUND**

Staff has prepared minutes for the following meetings:

- April 23, 2019

Staff hereby submits the minutes for Council's approval.

  
Raymond R. Cruz  
City Manager

### **Attachment:**

1. Minutes for April 23, 2019



APPROVED:

## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

April 23, 2019

### 1. CALL TO ORDER

Mayor Trujillo called the meeting to order at 6:01 p.m.

### 2. ROLL CALL

**Members present:** Councilmembers/Directors: Mora, Rodriguez, Zamora and Mayor Pro Tem/Vice Chair Rounds, Chair Trujillo.

**Members absent:** None

Janet Martinez, City Clerk announced that the Members of the Public Financing Authority and Water Utility Authority receive \$150 for their attendance at meetings.

### PUBLIC FINANCING AUTHORITY

### 3. CONSENT AGENDA

- a. Minutes of the March 28, 2019 Public Financing Authority  
**Recommendation:** That the Public Financing Authority:
  - Approve the minutes as submitted.
- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)  
**Recommendation:** That the Public Financing Authority:
  - Receive and file the report.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, approving Item No. 3A, and 3B, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nays:** None

**Absent:** None

### WATER UTILITY AUTHORITY

### 4. CONSENT AGENDA

#### **Approval of Minutes**

- a. Minutes of the March 28, 2019 Water Utility Authority Meeting  
**Recommendation:** That the Water Utility Authority:
  - Approve the minutes as submitted.

#### **Monthly Reports**

- b. Monthly Report on the Status of Debt Instruments Issued through the City of

Santa Fe Springs Water Utility Authority (WUA)

**Recommendation:** That the Water Utility Authority:

- Receive and file the report.

c. Status Update of Water-Related Capital Improvement Projects

**Recommendation:** That the Water Utility Authority:

- Receive and file the report.

It was moved by Council Member Rounds, seconded by Council Member Mora, approving Item No. 4A, 4B, & 4C, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**HOUSING SUCCESSOR**

**5. CONSENT AGENDA**

Minutes of the March 28, 2019 Housing Successor

**Recommendation:** That the Housing Successor:

- Approve the minutes as submitted.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, approving the minutes as submitted, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**SUCCESSOR AGENCY**

**6. CONSENT AGENDA**

Minutes of the March 28, 2019 Successor Agency

**Recommendation:** That the Successor Agency:

- Approve the minutes as submitted.

It was moved by Council Member Rodriguez, seconded by Council Member Zamora, approving the minutes as submitted, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**CITY COUNCIL**

**7. CONSENT AGENDA**

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

a. Minutes of the March 21, 2019 and March 28, 2019 Regular and Special City Council Meetings

**Recommendation:** That the City Council:

- Approve the minutes as submitted.

b. General Motion to Waive Full Reading and Approve Ordinance by Title Only Pursuant to California Government Code Section 36934

**Recommendation:** That the City Council:

- Receive and file the report.

c. Amendment Number One to the Retainer Agreement for City Attorney Services

**Recommendation:** That the City Council:

- Approve Amendment Number One to the Retainer Agreement for City Attorney Services
- Authorize the Mayor to execute the Amendment.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, approving Items 7A through 7C, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

### **PUBLIC HEARING**

8. Introduction of Ordinance No. 1102 – Public Hearing for Granting a Franchise to Golden State Water Company for Maintenance and Operation of Pipelines in City Streets

**Recommendation:** That the City Council:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing; and
- Introduce Ordinance No. 1102 Granting a Franchise to Golden State Water Company for Maintenance and Operation of Pipelines in City Streets.

Mayor Trujillo opened the Public Hearing at 6:03pm

There was not one present to speak on Item No. 8.

Mayor Trujillo closed the Public Hearing at 6:03pm

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to Introduce Ordinance No. 1102, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**PUBLIC HEARING**

**9. Resolution 9632-Approval of Programs/Projects Proposed for Funding During FY 2019/2020 Under the City's Community Development Block Grant (CDBG) Cooperation Agreement with the County of Los Angeles**

**Recommendation:** That the City Council:

- Open the Public Hearing and hear from anyone wishing to speak on this matter;
- Approve the acceptance of CDBG funds as described in the body of this report;
- Adopt Resolution No. 9632; and
- Authorize the Community Services Department to transmit the planning documents to the County of Los Angeles Community Development Commission.

Mayor Trujillo opened the Public Hearing at 6:04pm

There was not one present to speak on Item No. 9

Mayor Trujillo closed the Public Hearing at 6:04pm

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to approve the acceptance of CDBG funds, adopt Resolution No. 9632, and authorize the Community Services Department to transmit the planning documents to the County of Los Angeles Community Development Commission, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**PUBLIC HEARING**

**10. Resolution 9633 - Approval of Use of Community Development Block Grant Funds (CDBG) for the CDBG Revolving Grant Fund**

**Recommendation:** That the City Council:

- Open the Public Hearing and hear from anyone wishing to speak on this matter;
- Approve the FY 2019/2020 CDBG unallocated funds to the CDBG Revolving Grant Fund as described in the body of this report;
- Adopt Resolution No. 9633; and
- Authorize the City Manager to execute the Agreement to transfer CDBG Funds to the CDBG Revolving Grant Fund for later use in Santa Fe Springs CDBG eligible projects.

Mayor Trujillo opened the Public Hearing at 6:05 pm

There was not one present to speak on Item No. 10

Mayor Trujillo closed the Public Hearing at 6:05 pm

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, to approve the FY 2019/2020 CDBG unallocated funds to the CDBG Revolving Grant Fund, adopt Resolution No 9633, and authorize the

City Manager to execute the Agreement to transfer CDBG Funds to the CDBG Revolving Grant Fund for later use in Santa Fe Springs CDBG eligible projects, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

### **NEW BUSINESS**

**11. Approve of Grant from Los Angeles County to Fund Resurfacing Basketball, Tennis, and Handball Courts Project – Authorization to Advertise for Construction Bids**

**Recommendation:** That the City Council:

- Approve Grant from Los Angeles County in the amount of \$150,000 to Fund City Parks Projects;
- Authorize the Mayor to Execute the Social Program Agreement with Los Angeles County;
- Approve the Plans and Specifications to Resurface Tennis and Handball Courts at Los Nietos Park, Resurface Basketball Courts at Santa Fe Springs Park, and Resurface the Basketball Courts at Little Lake Park ; and
- Authorize the City Engineer to advertise for construction bids.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to approve the grant from Los Angeles County in the amount of \$150,00 to Fund City Parks Projects, authorize the Mayor to execute the Social Program Agreement with Los Angeles County, approve the plans and specifications to Resurface Tennis and Handball Courts at Los Nietos Park, Resurface Basketball Courts at Santa Fe Springs Park, and Resurface the Basketball Courts at Little Lake Park, and authorize the City Engineer to advertise for construction bids, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**12. Landscape Maintenance Services-Authorization to Advertise Request for Proposals**

**Recommendation:** That the City Council:

- Authorize the Director of Public Works to advertise a Request for Proposals for Landscape Maintenance Services.

Mayor Trujillo directed staff to prepare an amendment to our current contract with Complete Landscape Maintenance Services to provide a 5% increase in compensation for their services and add one (1) additional year to the existing term of the contract; to be brought back for approval at the next council meeting.

There was a consensus amongst Council to move forward with the Mayor's recommendation, replacing staff's proposed recommendation.

**13. Approval of Parcel Map No. 73161-9421 Santa Fe Springs Road**

**Recommendation:** That the City Council:

- Approve Parcel Map No. 73161;
- Find that Parcel Map No. 73161 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. 73161.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to approve Parcel Map No. 73161, find that Parcel Map No. 73161 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. 73161, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**14. Request for Out-of-State Travel for the Director of Planning and Senior Planners to attend the 2019 International Council of Shopping Centers (ICSC) ReCon exhibition and conference in Las Vegas, Nevada**

**Recommendation:** That the City Council:

- Approve out-of-state travel for the Director of Planning and Senior Planners to attend the 2019 ICSC ReCon exhibition and conference in Las Vegas, Nevada from May 19-22, 2019.

It was moved by Council Member Rodriguez, seconded by Council Member Mora, to approve out-of-state travel for the Director of Planning and Senior Planners to attend the 2019 ICSC ReCon exhibition and conference in Las Vegas, Nevada from May 19-22, 2019, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**15. Consideration of an Amendment to provide a Fifteen (15) Day Extension of the Review Period in Section V (C) of the Disposition and Development Agreement entered into on November 20, 2018 by and Between the City of Santa Fe Springs, a California Municipal Corporation (City or Seller) and SFS Hospitality, LLC (Developer or Buyer) for the 1.074-acre Property Located at 10415 Telegraph Road (APN: 8009-007-931) at the southwest corner of Norwalk Boulevard and Telegraph Road, within the M-2, Heavy Manufacturing, Zone**

**Recommendation:** That the City Council:

- Authorize the Mayor or designee thereof, to execute all documents and take any actions necessary and appropriate to extend certain provisions of the Disposition and Development Agreement.

It was moved by Council Member Rodriguez, seconded by Mayor Pro Tem Rounds, to authorize the Mayor or designee thereof, to execute all documents and take any actions necessary and appropriate to extend certain provisions of the Disposition and Development agreement, by the following vote:

**Ayes:** Mora, Rodriguez, Zamora, Rounds, Trujillo

**Nayes:** None

**Absent:** None

**CLOSED SESSION**

**16. CONFERENCE WITH LABOR NEGOTIATORS**

(Pursuant to California Government Code Section 54957.6)

Unrepresented Employee: City Manager

**CLOSED SESSION**

**17. CONFERENCES WITH LABOR NEGOTIATORS**

(Pursuant to California Government Code Section 54957.6)

**Agency Designated Representatives:** City Manager, Director of Finance, Human Resources Manager, City Attorney

**Employee Organizations:** Santa Fe Springs City Employees' Association and Santa Fe Springs Firefighters' Association

**CLOSED SESSION**

**18. CONFERENCES WITH LABOR NEGOTIATORS**

(Pursuant to California Government Code Section 54957.6)

**Agency Designated Representatives:** City Manager, City Attorney, Labor Negotiator

**Employee Organization:** Santa Fe Springs Executive, Management and Confidential Employees' Association

**CLOSED SESSION**

**19. REAL PROPERTY NEGOTIATIONS**

(Pursuant to California Government Code Section 54956.8)

**Property:** APN: 8011-009-935 for the property located at 10712 Laurel Avenue, Santa Fe Springs, CA 90670

**Agency Negotiator:** Director of Planning

**Negotiation Parties:** Devon Wesselink for Coast to Coast Commercial, LLC

**Under Negotiation:** Purchase Price

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***Mayor Trujillo recessed the meetings at 6:10 p.m.***

***Mayor Trujillo convened the meetings at 7:08 p.m.***

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Assistant City Attorney, Richard L. Adams II provided a brief report on the closed session items; there was no action taken.

**20. INVOCATION**

Invocation was led by Mayor Pro Tem Rounds.

## **21. PLEDGE OF ALLEGIANCE**

The Youth Leadership Advisory Committee led the Pledge of Allegiance.

## **22. INTRODUCTIONS**

Representatives from the Chamber of Commerce: Teri Brazen from Norwalk-La Mirada Plumbing and HVAC, and Daniel O' Marah from Starbucks.

## **23. ANNOUNCEMENTS**

The Youth Leadership Committee Members made the following announcements:

- SFS Art Fest: Collector's Night – Thursday, May 2, 2019 @ 5:00 p.m.
- SFS Art Fest – Friday, May 3, 2019 @ 3:00 p.m.
- Summer Youth Soccer – Mandatory Skill Evaluations on May 21, 22 @ 5:00 p.m.

## **24. CITY MANAGER AND EXECUTIVE TEAM REPORTS**

- City Manager, Raymond Cruz spoke about him and the Director of Planning, Wayne Morrell attending the Gateway Cities Homelessness Technical Advisory Committee. He noted that as of 2018 the City of Santa Fe Springs has approximately 262 homeless citizens and added that Whittier - SFS neighboring City – is currently dealing with the homeless issue on the Whittier Boulevard Green Belt and Santa Fe Springs will be working with non-profit organizations to have beds available, as a recent court order expects each city to provide beds for approximately 60% of their homeless residents. He also spoke about attending his first SFS Easter Egg hunt on Saturday.
- Director of Public Works, Noe Negrete provided a brief report on the pothole repairs that have been done since the beginning of 2019. He noted approximately 600 potholes were filled with 20 tons of asphalt hot mix from Blue Diamond. He requested from the public to notify the City of any potholes they might see. He also spoke about this upcoming Saturday, April 27, 2019 the City will be recognizing Arbor Day by planting 100 trees. This event will also kick-off a tree giveaway if residents signed up online to have the tree planted in front of that winner's home.
- Director of Planning, Wayne Morrell spoke about the constructions that is currently occurring on the South side of Walmart on Carmenita Rd. This is to accommodate the online orders for in-store pickup. He also spoke about the southeast corner of Bloomfield Ave. and Telegraph Road. Reabandonment of the wells is being done so that a new building can be constructed.
- Director of Police Services, Dino Torres provided an update on the Promenade Shopping Center, he noted the first report was provided at the March 28, 2019 Council meeting. He noted that since then there have been 109 proactive checks, (patrols that were made by officers and from public feedback). In addition to the patrol team, officers have also been keeping an eye on any illegal parking. Code

enforcement continues to address code violations and work with property managers to abate many concerns. He also spoke about meeting with the Divisional Director of Octopharma Plasma on April 4<sup>th</sup>, announcing that they will be working with the City to ensure that the area is kept cleaning. Lastly, he noted there will be a community block party; the first one is scheduled at Los Nietos Park on Saturday, May 11 from 12pm to 2pm, then on Lakeview Park on June 8 and Santa Fe Springs Park on June 22.

- Fire Chief, Brent Hayward spoke about the MDA “Fill the Boot” 2019 Annual Campaign to raise funds to fight muscular dystrophy. They will be at Carmenita and Telegraph on May 6, 8, 10.
- Director of Finance Services, Travis Hickey spoke about the conference hosted by the California Municipal Treasurer’s Association. He will be providing a report on upcoming legislative changes, such as SB 5. There were discussions at the conference regarding finance updates such as fighting fraud and overseeing online transactions.
- Director of Community Services, Maricela Balderas spoke about the Volunteer Recognition Dinner that occurred on Friday, April 12, 2019. She also spoke about the Volunteer Day of Services that was scheduled on Saturday, April 13, 2019 that was held at Santa Fe Springs Park to pick up debris. She thanked Council and staff for helping out. There was also an Easter Egg-stravaganza that was scheduled last Saturday, April 20, 2019 The event attendance was the highest in recent years, with over 1,000 participants. Last, she spoke about the Art Fest scheduled on May 3, 2019. She thanked Mayor Pro Tem Rounds, Council Member Mora, City Manager Ray Cruz and members of the Heritage Arts Advisory Committee for supporting the event.

## **25. PRESENTATIONS**

- a. Recognition of the 2019 Santa Fe Springs Fun Run/Walk Event Sponsors
- b. Proclaiming the month of April as “Autism Awareness Month” in the City of Santa Fe Springs
- c. Proclaiming the month of April as “Sexual Assault Awareness Month” in the City of Santa Fe Springs
- d. Proclaiming the month of April as “Testicular Cancer Awareness Month” in the City of Santa Fe Springs
- e. Proclaiming the month of May 2019 as “Older Americans Month” in the City of Santa Fe Springs

## **26. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

- a. Advisory Committee Appointments

Councilmember Rodriguez appointed Martha Villanueva to Senior Advisory Committee.

Mayor Pro Tem Rounds appointed Dolores Duran to the Family and Human

Services Advisory Committee.

## **27. ORAL COMMUNICATIONS**

No one wished to speak during Oral Communications.

## **28. COUNCIL COMMENTS**

- Council Member Mora spoke about admiring the City of Santa Fe Springs and the proclamations that are brought forward to recognize people that go through different hardships. He spoke about the Easter Eggstravaganza event and admired all the individuals that attended and thanked staff and volunteers.
- Council Member Rodriguez thanked the seniors for all their help. She noted that seniors are great role models and shares with her son the value of seniors. She also admired the senior caregivers for all their hard work. She also spoke about the Easter Eggstravaganza and recognized staff and volunteers for putting together a great event. Last, she spoke about the Volunteer Recognition Dinner and the Volunteer Day. She thanked everyone that supports those that are going through cancer and commended the patients that are going through everything. She also thanked the Sister City Advisory Committee for the pancake breakfast.
- Council Member Zamora spoke about the importance of being a care provider, those that have cared for kids with special needs and other illnesses. He admires any caregiver that has provided support. He also spoke about the "Older Americans Month", admired all the seniors that have been good mentors to everyone and family. He also recognized staff for all their work, admired how other cities compare staff and services provided by the City compared to other cities. He spoke about the Volunteer Recognition Dinner, day of services, and Easter Egg hunt and how many people attended the event. He spoke about losing a close friend and resident, Selene Tostado, that died of cancer on Saturday. Lastly, he requested staff to look for an app that takes pictures of graffiti and potholes to be sent to public works.
- Mayor Pro Tem Rounds spoke about how the Council cares about the City and attends all events. He recognized staff and the community that includes the residents that make the city what it is because of their support. He also spoke about Carlos Mendoza, and thanked Dino for the report on the Promenade. He thanked all the proclamations that were brought forward to support the each cause. Lastly, he supported the idea that Council Member Zamora brought forward on the smartphone app for the potholes and graffiti.
- Mayor Trujillo spoke about the council retreat taking place May 11<sup>th</sup>, 2019.

Therefore, none of the Council will be able to attend the Block Friday. This Wednesday will be Meet the Mayor, however, she will not be able to attend as she will have to work. However, she announced that she is available to meet with them if they reach out to her.

**29. ADJOURNMENT**

Mayor Trujillo adjourned the meeting at 8:20 p.m. I memory Selene Tostado and to keep Art Escobedo, former board member, in your memories.

\_\_\_\_\_  
Juanita Trujillo  
Mayor

**ATTEST:**

\_\_\_\_\_  
Janet Martinez  
City Clerk

\_\_\_\_\_  
Date



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 8B

May 23, 2019

## **CONSENT AGENDA**

General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant to California Government Code Section 36934

### **RECOMMENDATION**

- Approve a general motion to waive full reading and read Ordinance titles only, pursuant to California Government Code Section 36934.

### **BACKGROUND**

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

*For*

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

Raymond R. Cruz  
City Manager

### **Attachments:**

None



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 8C

May 23, 2019

## **NEW BUSINESS**

Municipal Services Yard Underground Waste Oil Tank Removal - Final Payment

### **RECOMMENDATION**

That the City Council approve the Final Payment (less 5% Retention) to OFRS Inc. of Signal Hill, California in the amount of \$15,887.00.

### **BACKGROUND**

The City Council at their meeting of April 11, 2019, awarded a contract to OFRS, Inc. of Signal Hill, California in the amount of \$15,887.00 for the Municipal Services Yard Underground Waste Oil Tank Removal project.

The project consists of the demolition of concrete pavement, excavation, along with the complete removal of the underground oil tank and its appurtenances including conveyance lines, soil sampling beneath the tank and piping for hydrocarbons and volatile organic compounds analysis. Crushed miscellaneous base and asphalt concrete were placed and compacted to match existing.

The following payment detail represents 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 \$15,887.00. The final project cost including construction, engineering, inspection, and contingency is within the budgeted amount of \$55,500.

### **FISCAL IMPACT**

The Municipal Services Yard Underground Waste Oil Tank Removal project is fully funded through the Utility Users Tax fund.

*for*   
Raymond R. Cruz  
City Manager

### **Attachments:**

Exhibit A: Final Payment Detail

Report Submitted By:

Noe Negrete  
Director of Public Works 

Date of Report: May 14, 2019

**EXHIBIT "A"**

Contractor: OFRS  
 1875 Freeman Avenue, Unit A  
 Signal Hill, CA 90755

Payment Detail  
 Municipal Services Yard Underground Waste Oil Tank Removal

Contractor: OFRS  
 1875 Freeman Avenue, Unit A  
 Signal Hill, CA 90755

\$ 15,092.65

Item No.	Description	Quantity	Units	Contract Unit Price	Total	Completed This Period		Completed To Date	
						Quantity	Amount	Quantity	Amount
1	Remove and dispose existing Waste Oil Tank: The work will include, but not limited to the complete removal of an existing underground single wall one (1) 1,000 gallon steel waste oil tank; disconnect and remove from the building the existing waste oil drain pipe and vent pipe; saw cut and demolish asphalt and concrete pavement and excavate around the tank for removal.	1	L.S.	\$ 9,889.00	\$ 9,889.00	100%	\$ 9,889.00	100%	\$ 9,889.00
2	Backfill with Crushed Miscellaneous Base the removed tank area including 6" sub-base.	18	TONS	\$ 46.00	\$ 828.00	18	\$ 828.00	18	\$ 828.00
3	Construct 4" asphalt pavement (Type III C3 mix with PG 64-10 asphalt binder). Take two (2) soil samples to be taken under the waste oil tank and send to a Certified Laboratory for total petroleum hydrocarbons and volatile organic compounds analysis. Submit a report to Fire Department showing all the test results.	4	TONS	\$ 550.00	\$ 2,200.00	4	\$ 2,200.00	4	\$ 2,200.00
4		1	L.S.	\$ 2,970.00	\$ 2,970.00	100%	\$ 2,970.00	100%	\$ 2,970.00
				<b>Contract Total:</b>	<b>\$ 15,887.00</b>			<b>Total Completed Items to Date:</b>	<b>\$ 15,887.00</b>

Warrant Billing Period  
 Invoice Due Date: 05/21/2019  
 Invoice Pay Date: 05/30/2019

Invoice Date	Invoice No.	Amount	Retention Amount
05/10/2019	Final Payment	\$ 15,092.65	\$ 794.35
		<b>Final Payment</b>	<b>\$ 15,092.65</b>

Invoice Date	Invoice No.	Amount	Retention Amount
05/10/2019	Final Payment	\$ 15,092.65	\$ 794.35
		<b>Final Payment</b>	<b>\$ 15,092.65</b>

CONTRACT PAYMENTS:  
 Total Items Completed to Date: \$ 15,887.00  
 Less 5% Retention: \$ 794.35  
**Final Payment** \$ 15,092.65

Finance Please Pay: PW 190003  
 5% Retention Completed this Period: \$ 794.35  
 Recommended by Project Manager: Robert Garcia  
 Approved by PW Director: Noe Negrete



## **NEW BUSINESS**

Consideration of a New Ground Lease Agreement between the City of Santa Fe Springs (Landlord) and the United States Postal Service (Tenant) for the real property located at 11760 Telegraph Road, Santa Fe Springs, California 90670.

### **RECOMMENDATIONS:**

That the City Council take the following actions:

- Approve the New Ground Lease Agreement between the City of Santa Fe Springs (Landlord) and the United States Postal Service (Tenant ) for the real property at 11760 Telegraph Road, Santa Fe Springs, California 90670; and
- Authorize the Mayor or designee to execute the New Ground Lease Agreement between the City of Santa Fe Springs (Landlord) and the United States Postal Service (Tenant), for the real property at 11760 Telegraph Road, Santa Fe Springs, California 90670.

### **BACKGROUND**

The postal building is a concrete block building that based on building records, was final in 1968. The original building permit indicates a building of 12,994 sq. ft. with a lobby expansion in 1981. It is occupied by the United States Postal Service. The underlying land, postal office building and rear parking lot area, is a ±35,850 sq. ft. portion of a larger legal parcel of ±159,865 sq. ft. A gated, asphalt-paved parking lot, with ±44 parking spaces, is located at the rear of the building.

Apparently, the lease between the City of Santa Fe Springs and the United States Postal Office (USPS) commenced in 1967, with several five-year extensions. The rent was based on whether the postal building would be occupied by a post office use or a non-post office use, with the rent for non-post office use being on average, 25 percent higher. Notwithstanding, the last five-year extension will expire on June 1, 2019. The annual rent currently paid by the United States Postal Office is \$6,491.00.

At the City Council meeting of July 26, 2018, the Council heard the results of a market rent appraisal completed by the Valuation and Advisory division of Cushman & Wakefield, of the ground lease for the Santa Fe Springs post office. The purpose of the market rent appraisal report was to estimate the fair market rent for the property as is. Market Rent or Rental Value is defined as the most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements.

In addition to providing the opinion of rental value, Cushman & Wakefield (C&W) proposed working directly with the City to negotiate a new lease with the USPS. Their service would include:

- Providing direct communication with the existing tenant (USPS) and their broker (JLL).
- Preparing all written lease proposals and communications for City approval. (C&W will rely upon the recently completed Post Office rental valuation and local market knowledge to assist the city in maximizing the potential rental income for the Post Office.
- Working with the City's legal counsel to prepare a "market lease" agreement.

At the conclusion of the presentation, Council directed staff to bring the item back at future meeting with an agreement for consideration. As directed by Council, at the August 23, 2018, City Council meeting, Staff presented a Listing Agreement by Cushman and Wakefield, for the exclusive right to negotiate the renewal (whether through a renewal, extension or new lease) of the ground lease, to the United States Postal Service ("USPS") for the real property located at 11760 Telegraph Road, Santa Fe Springs.

At the City Council meeting of August 23, 2018, the Listing Agreement with Cushman and Wakefield was extended through June 31, 2019 (New Expiration Date) under the original terms. At the end of the New Expiration Date, the Agreement would be renewed and extended on a month-to-month basis without further written agreement. In no event would the Agreement be automatically renewed or extended beyond July 31, 2020 without a written amendment executed by both parties.

During the negotiations with USPS for the new ground lease, Staff engaged the services of an engineering firm to crosscheck the legal description contained with the original lease with the square footage provided by USPS for their leased area. The original lease specified a legal description of the leased area, but did not provide the actual square footage of the leased area. The engineering firm determined that the legal description encompassed a larger area (51,474 sq. ft. versus. 38,556 sq. ft.) than that provided by USPS for their leased area. As a result, the proposed new ground lease matches the original legal description and correctly identifies the area leased by USPS as 51,474 sq. ft. instead of 38,555 sq. ft.

#### **Excerpts from the New Ground Lease**

- Ground Lease Area: 51,474.00 sq. ft.
- Annual Rent: \$198,005.00
- Term Five (5) years): July 1, 2019 through June 30, 2024
- Renewal Options: None

#### **FISCAL IMPACT**

The ground lease will generate \$198,005.00 of new revenue. The total brokerage fee is \$49,501.25, which is split between Cushman and Wakefield (\$19,800.50) and Jones Lang LaSalle (\$29,700.75). Jones Lang LaSalle is the brokerage firms hired by the

USPS to negotiate on its behalf. The brokerage fee was calculated as follows: USPS Annual rent of \$198,005.00 multiplied by a five-year lease term equals \$990,025.00 multiplied by 5% equals the total brokerage fee of \$49,501.25 fee.

**INFRASTRUCTURE IMPACT**

No infrastructure impacts are associated with the proposed Ground Lease Agreement.



*for*

Raymond R. Cruz  
City Manager

Attachment(s):

1. Proposed USPS Ground Lease



## **Ground Lease**

SANTA FE SPRINGS MPO - GROUND LEASE (056960-002)  
11760 TELEGRAPH RD, SANTA FE SPRINGS, CA 90670-9998



# Ground Lease

Facility Name/Location  
SANTA FE SPRINGS MPO - GROUND LEASE (056960-002)  
11760 TELEGRAPH RD, SANTA FE SPRINGS, CA 90670-9998

County: Los Angeles  
Lease: E00000540207

This Lease made and entered into by and between CITY OF SANTA FE SPRINGS hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to USPS Ground Lease,' attached hereto and made a part hereof:

**Total Site Area:** 51,474.00 Sq. Ft.

2. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$198,005.00 (One Hundred Ninety Eight Thousand Five and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:  
CITY OF SANTA FE SPRINGS  
11710 TELEGRAPH RD

SANTE FE SPRINGS, CA 90670-3679

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:  
FIXED TERM: The term becomes effective July 01, 2019 with an expiration date of June 30, 2024, for a total of 5 Years.

4. RENEWAL OPTIONS: None

5. TERMINATION:  
None, except as specified elsewhere in this Lease.

6. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

MAINTENANCE, INSURANCE, INDEMNIFICATION, TAXES AND UTILITIES: See Attached Addendum.

7. LEGAL DESCRIPTION:  
See Attached Addendum



**Ground Lease**

EXECUTED BY LANDLORD this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GOVERNMENTAL ENTITY**

By executing this lease, Landlord certifies that Landlord is not a USPS employee or contract employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: City of Santa Fe Springs

**CITY OF SANTA FE SPRINGS**

**ATTEST**

\_\_\_\_\_

\_\_\_\_\_

Juanita A. Trujillo, Mayor

Janet Martinez, City Clerk

Dated \_\_\_\_\_

**APPROVED TO AS FORM**

\_\_\_\_\_

Ivy Tsai, City Attorney

Dated \_\_\_\_\_

Landlord's Address 11710 TELEGRAPH ROAD, SANTA FE SPRINGS, CA 90670-3679

Landlord's Telephone Number(s): 562-868-0511

Federal Tax Identification No.: \_\_\_\_\_

- a. Where the landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be submitted in writing to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

**ACCEPTANCE BY THE POSTAL SERVICE**

Date: \_\_\_\_\_

Diana K. Alvarado \_\_\_\_\_

\_\_\_\_\_

Contracting Officer

Signature of Contracting Officer

Pacific FSO 1300 Evans Avenue, Suite 200, San Francisco, CA 94188-8200

Address of Contracting Officer



## Addendum

Facility Name/Location

SANTA FE SPRINGS MPO - GROUND LEASE (056960-002)  
11760 TELEGRAPH RD, SANTA FE SPRINGS, CA 90670-9998

County: Los Angeles  
Lease: E00000540207

### 7. LEGAL DESCRIPTION:

That portion of Lot 1, Section 1, Township 3 South, Range 12 West in the Rancho Santa Gertrudes, County of Los Angeles, State of California, per map recorded in Book 32 Page18, of Miscellaneous Records, Records of the County Recorder of said county, described as follows:

Beginning at a point which is North 63 degrees 40 feet 27 inches West 137.47 feet and South 0 degrees 12 feet 07 inches East 55.88 feet from the intersection of the center-line of Telegraph Road, formerly Anaheim Telegraph Road, and the West line of Pioneer Boulevard, 30 feet wide, as shown on Map of Tract No. 16928, per Map recorded in Book 405 Pages 36 to 38, Records of said County; thence South 0 degrees 12 feet 07 inches East 76.93 feet; thence South 89 degrees 47 feet 53 inches West 138 feet; thence South 0 degrees 12 feet 07 inches East 296.15 feet; thence North 89 degrees 47 feet 53 inches East 162 feet; thence North 0 degrees 12 feet 07 inches West 19 feet; thence North 89 degrees 47 feet 53 inches East 69 feet; thence North 0 degrees 12 feet 07 inches West 26 feet; thence South 89 degrees 47 feet 53 inches West 69 feet, thence North 0 degrees 12 feet 07 inches West 316.15 feet; thence North 63 degrees 40 feet 27 inches West 26.82 feet to the point of beginning.

8. MAINTENANCE: The Postal Service shall be responsible for maintenance of all improvements including but not limited to a brick building owned by the Postal Service, paved areas including side walks and parking areas, landscaping, and flag pole. The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the Premises in proper condition during the Ground Lease term.

Improvements, additions and alterations made to the Premises by the Postal Service, its subtenants, or assignees at any time during the base period or any renewal or extension thereof, shall not be construed as diminishing the value of the Premises or as leaving the Premises in as good condition as existed at the time this Lease was entered, upon the expiration or termination of this Lease. All improvements, additions and alterations shall remain the personal property of the Postal Service, consistent with the terms of this Lease. The Postal Service shall not be required to demolish or remove such improvements after expiration or termination of this Lease.

It is mutually understood that the Postal Service placed a brick and mortar building on the Premises. The building, all improvements incident thereto, and all fixtures, machinery, and equipment added to the building, shall remain the personal property of the Postal Service and may be removed from the Premises only by the Postal Service.

The Postal Service, at its sole option, may, prior to the expiration or termination of the Lease, remove the Personal Property (Building and/or the Improvements) or elect to abandon all or a portion of the Personal Property, in or on the Premises. Any Personal Property remaining on the Premises following the expiration or termination of the Lease shall be considered abandoned. If the Postal Service elects to abandon any or all of the Personal Property, the abandoned Personal Property shall become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therein; provided



## Addendum

Facility Name/Location

SANTA FE SPRINGS MPO - GROUND LEASE (056960-002)  
11760 TELEGRAPH RD, SANTA FE SPRINGS, CA 90670-9998

County: Los Angeles

Lease: E00000540207

however, if following expiration of the Lease the Postal Service enters into a new Lease agreement with Landlord to remain on the Premises, the Postal Service shall have continued responsibility for maintenance of the Personal Property in accordance with the maintenance provisions herein.

Should the Postal Service elect to abandon the Building and have the need, under the terms of this agreement, to remove all improvements incident thereto, and all fixtures, machinery and equipment added to the building, the Postal Service may remove all fixtures, machinery and equipment added to the building though they may be attached to the floors, walls or roofs of the buildings, structures or improvements, provided that they can be removed without structural or other damage to the building, structures, or improvements. If such removal damages any part of the buildings, structures and improvements, the Postal Service shall repair such damages and restore such building, structures and improvements to as near as possible the condition the same were in at the time of the construction thereof, with reasonable wear and tear from postal use and action of the elements excepted.

9. **INSURANCE:** Landlord acknowledges that the Postal Service does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered self-insured. Rather, the Postal Service is authorized to pay proper claims against it out of its general revenue fund and available credit, and is subject to suit for damages. Liability claims against the Postal Service are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c), with the specific provisions being set forth at 28 U.S.C. §§1346(b), 2401(b), and 2671-2680. With respect to the issue of Workers Compensation coverage, pursuant to 39 U.S.C. §1005(c), the Federal Employees Compensation Act (FECA) 5 U.S.C. §8101 et seq., is the exclusive remedy for all postal employees who sustain personal injuries on the job. While the Landlord is hereby waiving its standard insurance requirements for the Postal Service, if at any time the Postal Service assigns or subleases any portion of the Premises in accordance with the terms of this Lease to a non-governmental entity, Landlord has the right to impose its reasonable insurance requirements on the assignee and/or subtenant which are based on the assignees and/or subtenants proposed use of the Premises including the requirement that the assignee and/or subtenant reimburse Landlord for any increase in insurance premiums incurred by Landlord as a result of the assignee and/or subtenants proposed use for the balance of the Term and any extensions, all as a condition of the assignment or sublease.

10. **INDEMNIFICATION:** The Postal Service hereby agrees to save harmless and indemnify the landlord from all claims, losses, damages, actions, causes of action, expenses, and/or liabilities resulting from the use of said property by the Postal Service whenever such claim, loss, damage, action, cause of action, expense, and/or liability arises from the negligent or wrongful act or omission by an employee of the Postal Service while acting within the scope of his or her employment, under circumstances where the Postal Service, if a private person, would be liable in accordance with the law of the place where the negligent or wrongful act or omission occurred. Notwithstanding the above, the Postal Service is under no obligation to save harmless and indemnify the landlord where any negligent or wrongful act or omission by the landlord, its employees or agents, in any way causes or contributes to the claim, loss, damage, action, cause of action, expense and/or liability.



## Addendum

Facility Name/Location

SANTA FE SPRINGS MPO - GROUND LEASE (056960-002)  
11760 TELEGRAPH RD, SANTA FE SPRINGS, CA 90670-9998

County: Los Angeles

Lease: E00000540207

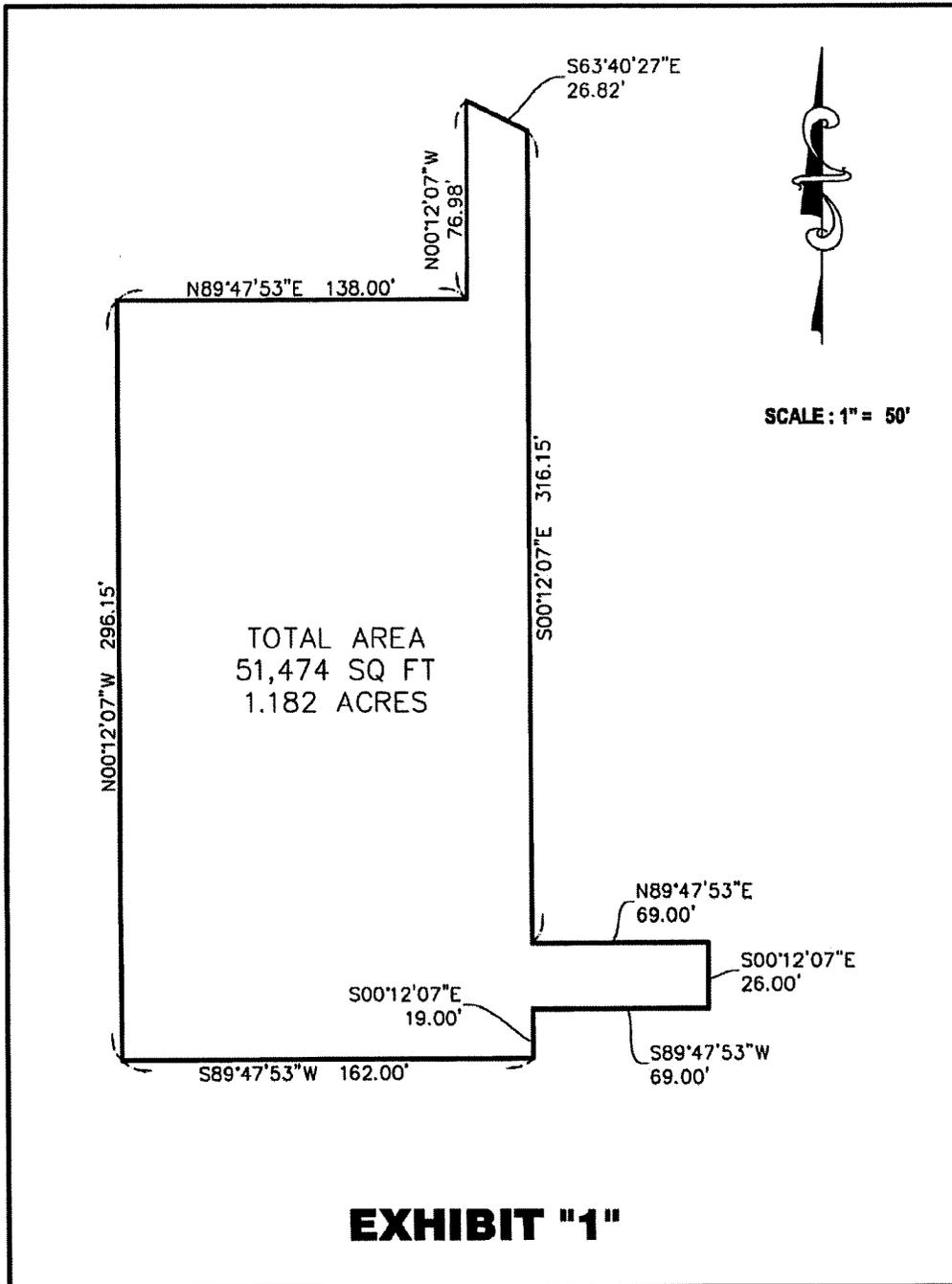
11. TAXES AND UTILITIES: By execution of this Lease, the Postal Service agrees to pay, in addition to the rents provided herein, all municipal, county and state taxes, all assessment of every kind and character, general or special water and sewer rents or rates, electric and gas charges and all license fees or charges that may be properly levied or assessed against the Premises.

12. GENERAL CONDITIONS, SECTION 6: SUBLEASE, is hereby deleted and replaced with the following: The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. Any subletting shall be consistent with all applicable codes and ordinances.

13. GENERAL CONDITIONS, SECTION 9: HAZARDOUS/TOXIC CONDITIONS CLAUSE is hereby deleted in its entirety.

Facility Name/Location  
SANTA FE SPRINGS MPO - GROUND LEASE (056960-002)  
11760 TELEGRAPH RD, SANTA FE SPRINGS, CA 90670-9998

County: Los Angeles  
Lease: E00000540207





**Exhibit A**

Facility Name/Location  
SANTA FE SPRINGS MPO - GROUND LEASE (056960-002)  
11760 TELEGRAPH RD, SANTA FE SPRINGS, CA 90670-9998

County: Los Angeles  
Lease: E00000540207



SCALE: 1" = 100'



**EXHIBIT "2"**



# General Conditions to USPS Ground Lease

## 1. CHOICE OF LAW

This Lease shall be governed by federal law.

## 2. RECORDING

Not Required

## 3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

## 4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement;
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer.

## 5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the parcel on which the premises are situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

## 6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

## 7. ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property on which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

## 8. CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a



## General Conditions to USPS Ground Lease

claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the contracting officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

### 9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the U. S. Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines. If ACBM is subsequently found which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

a. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;



## General Conditions to USPS Ground Lease

- b. there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

### 10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

### 11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at [www.usps.com/publications](http://www.usps.com/publications).

Clause 1-1, Privacy Protection (July 2007)

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 4-2, Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (July 2009)

Clause 9-3, *Davis-Bacon Act* (March 2006)<sup>1</sup>

Clause 9-7, *Equal Opportunity* (March 2006)<sup>2</sup>

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)<sup>3</sup>

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)<sup>4</sup>

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

<sup>1</sup> For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

<sup>2</sup> For leases aggregating payments of \$10,000 or more.

<sup>3</sup> For leases aggregating payments of \$10,000 or more.

<sup>4</sup> For leases aggregating payments of \$25,000 or more.



**Mortgagee's Agreement**  
(To be executed and attached to lease)

Facility Name/Location  
SANTA FE SPRINGS MPO - GROUND LEASE (056960-002)  
11760 TELEGRAPH RD, SANTA FE SPRINGS, CA 90670-9998

County: Los Angeles  
Lease: E00000540207

The undersigned, Holder(s) of a mortgage (or similar encumbrance, such as a Deed of Trust), in the sum of \_\_\_\_\_ on the property situated at: \_\_\_\_\_

hereby consent(s) to the leasing of said property to the U.S. Postal Service and agree(s) for itself, its successors, executors, administrators, and assigns that in the event it should become necessary to:

- a) foreclose said mortgage or similar encumbrance, the Mortgagee will cause the sale of said premises to be made subject to said lease; or,
- b) take any other action terminating the mortgage or transferring title, the Mortgagee will cause such action to be made subject to said lease.

**MORTGAGEE**

\_\_\_\_\_  
Name of Mortgage Company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature of Mortgagee's Officer

Its: \_\_\_\_\_  
Title of Mortgagee's Officer

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and ZIP+4

Subscribed and Sworn to before me, a notary public, in and for \_\_\_\_\_ County, State of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



**NEW BUSINESS**

Amendment Number One to Lease Agreement between the City of Santa Fe Springs and The Whole Child (TWC) for use of modular building located at the Gus Velasco Neighborhood Center

**RECOMMENDATION**

- Approve Amendment Number One to Lease Agreement between the City of Santa Fe Springs and The Whole Child to extend the lease term by one year and to adjust the monthly rent for use of the modular building located at the Gus Velasco Neighborhood Center; and
- Authorize the Mayor to execute Amendment Number One to Lease Agreement.

**BACKGROUND**

At its May 24, 2018 Council meeting, the City Council approved a one (1) year Lease Agreement with The Whole Child (TWC) to allow them to continue to use the city-owned modular building adjacent to the Gus Velasco Neighborhood Center.

The Whole Child has been offering services to our community from the city-owned modular building for the last 5 years. Specifically, the Whole Child operates the Family Housing Program which addresses the multiple, complex needs of homelessness; and remains as the lead housing program serving families in the Southeastern Los Angeles County (SPA 7). The program provides coordinated supportive services (e.g. child/family therapy) and linkages to resources through the Departments of Public Social Services, Mental Health, and Public Health. In addition, the program provides external resources including legal services, education and vocational training.

As the high demand for resources continues, the partnership with the Whole Child is an opportunity for the Santa Fe Springs community to receive these critical services. Therefore, it is recommended that the City Council amend the lease agreement and extend the term of the lease by one year commencing on June 1, 2019 and ending on May 30, 2020. Additionally, section 4 of the agreement is amended to adjust the monthly rent; the new rate will be \$250 per month for the period of June 1, 2019 through May 30, 2020. This is a reduction from the \$523 monthly rent in 2018 -2019. The rent during this year was higher due to the installation of two smart meters for electric and water. The fee for the one-time installation, which is now complete, has been disbursed over twelve months during 2018-2019.



# City of Santa Fe Springs

City Council Meeting

May 23, 2019

The monthly rent for 2019-2020 of \$250 will continue to cover monthly landscaping fees from the City's landscape vendor. The Whole Child agrees to remain responsible for any costs associated with maintenance and repairs to the facility, equipment, fixtures, and interior of the leased premises. The Whole Child will also be responsible for paying all utilities including water, gas, electricity, telephone, cable and other utilities used.

## **LEGAL REVIEW**

The City Attorney has reviewed the proposed amendment.

## **FISCAL IMPACT**

Under the terms of the agreement, rent for the use of the modular building is \$250 per month (\$3,000 per year).

The Council may wish to call upon Ed Ramirez, Family & Human Services Division Manager, to answer any questions the Council may have regarding the report.

  
for Raymond R. Cruz  
City Manager

## **Attachments:**

1. Amendment Number One to Lease Agreement between the City of Santa Fe Springs and the Whole Child
2. Lease Agreement between the City of Santa Fe Springs and the Whole Child

# ATTACHMENT 1

**AMENDMENT NUMBER ONE TO LEASE AGREEMENT  
BETWEEN THE CITY OF SANTA FE SPRINGS  
AND THE WHOLE CHILD**

This Amendment Number One ("Amendment") is made and entered into this 23<sup>rd</sup> day of May, 2019 ("Effective Date") by and between the City of Santa Fe Springs, a California municipal corporation ("City") and The Whole Child – Mental Health & Housing Services, a California nonprofit corporation ("The Whole Child").

WHEREAS, on June 1, 2018, the City and The Whole Child entered into a lease agreement for the lease by the City to The Whole Child of a modular unit located at 9251 Pioneer Blvd ("Agreement"); and

WHEREAS, the City and The Whole Child desire to amend the Agreement to extend the lease term by one year and to adjust the monthly rent.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The lease term set forth in Section 3 of the Agreement is extended for a period of one year commencing on June 1, 2019 and ending on May 30, 2020.
2. Section 4 of the Agreement is amended to provide for a monthly rent of two hundred and fifty dollars (\$250.00) for the period of June 1, 2019 through May 30, 2020. This monthly rent amount reflects exclusion of payment for electrical and water smart meter installations.
3. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS

THE WHOLE CHILD

\_\_\_\_\_  
Juanita Trujillo, Mayor

\_\_\_\_\_  
Constanza Pachon, Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ivy M. Tsai, City Attorney

ATTEST:

\_\_\_\_\_  
Janet Martinez, City Clerk

# **ATTACHMENT 2**

**LEASE AGREEMENT**

**BETWEEN**

**THE**

**CITY OF SANTA FE SPRINGS**

**AND**

**THE WHOLE CHILD**

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## LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is made and entered into on this 1st day of June, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("Lessor" or "City"), and THE WHOLE CHILD, a California nonprofit corporation ("Lessee" or "The Whole Child").

### RECITALS

**WHEREAS**, the City currently leases to the Whole Child Family Housing program, a nonprofit organization whose mission is to provide quality, comprehensive housing services to ensure hard-to-place homeless children and their families in safe and stable permanent housing.

**WHEREAS**, the Southeast LA (SPA 7), one of the region's highest-need communities for homeless services continues to expand TWC's housing program at a time of enormous need, reaching more homeless children and families and ensuring every child has a safe and stable home in which to grow and thrive.

**WHEREAS**, the City and The Whole Child now enter into the Lease Agreement for the use of City property where the Whole Child Family Housing Program will operate.

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

### SECTION 1. INCORPORATION OF RECITALS

All of the recitals are incorporated herein by this reference.

### SECTION 2. LEASED PREMISES

Lessor hereby leases to Lessee the modular unit located at 9251 Pioneer Blvd, Santa Fe Springs, CA 90670 particularly described in Exhibit (1) subject to the terms and conditions contained in this Lease.

### SECTION 3. LEASE TERM

A. Term. The Term of this Lease Agreement shall be for a period of one (1) year ("Initial Term") commencing on June 1, 2018 ("Commencement Date"). Upon mutual agreement by Lessor and Lessee, subject to the rights of termination as set forth in Section 19.

B. Holdover. In the event Lessee continues in possession of the Leased Premises following a termination authorized by this Lease or after the expiration of the Lease Term, such possession will not be considered a renewal of this Agreement. At Lessor's option, Lessor may either take legal action to remove Lessee from the Leased Premises in accordance with applicable law, or Lessee's holdover will be treated as a tenancy from month to month governed by the conditions and covenants contained in this Lease (or as otherwise required by law). During any holdover period, the Base Rent shall be increased so that it is five hundred dollars (\$500.00) per month.

### SECTION 4. MONTHLY RENT

Commencing June 1, 2018, the rent ("Rent") payable by Lessee for the Leased Premises under this Lease shall be the sum of five hundred twenty three (\$523.00) per month for the Initial Term. The monthly rate includes the initial one time fee for electrical and water smart meter installations and monthly landscaping costs. In the event Lessor and Lessee agree to extend this Agreement beyond the Initial Term and/or any subsequent Extension, the Rent may be increased at Lessor's discretion based upon a review of the monthly rent. All rent shall be due and payable, in advance, to Lessor on or before the 10th day of every month of the term of the Lease Term. In addition, except as otherwise provided in this Lease, Lessee shall provide and pay for all maintenance,

repairs, upkeep, possessory interest taxes, utilities for interior of the Leased Premises, including but not limited to water, gas, electricity, telephone, pursuant to Section 12 and such other costs and expenses that are associated with the use and operation of the Leased Premises.

#### **SECTION 5. LATE PAYMENT**

The failure of Lessee to make any payment of rent within ten (10) days of the due date and, therefore, if any rent payment is not made within ten (10) days of its due date, Lessee agrees to pay Lessor a ten percent (10%) late charge.

#### **SECTION 6. USE AND LIMITATIONS ON USE**

A. Limitation on Use of Leased Premises. Lessee's rights to use the Leased Premises will be subject to the following restrictions on use, as follows:

1. The Leased Premises shall only be used by Lessee for the Whole Child Family Housing program Monday through Sunday 24 hours a day.
2. Lessee shall not sublease any portion of the Leased Premises to any other party, and the Leased Premises shall not be used for any other purpose other than as described in Section 6(A)(1) above without first obtaining the prior written consent of Lessor.
3. No modifications will be made to any fixtures to the Leased Premises without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee shall be permitted, without obtaining Lessor's consent, to modify any fixtures in the Leased Premises.
4. Lessee understands and agrees that the Leased Premises are regularly utilized by Lessor for community and other events. Nothing herein shall be construed as limiting Lessor's access and use of the Leased Premises outside the time periods set forth in Section 6(A)(1).

B. Use of Leased Premises. Lessee shall provide family housing and case management assistance for residents of the City of Santa Fe Springs.

#### **SECTION 7. PROHIBITED USES**

Lessee will not commit or permit the commission of any acts in the Leased Premises, nor use or permit the use of the Leased Premises in any way that:

- A. Materially increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy carried by Lessor insuring the Leased Premises or its contents so long as Lessor has delivered to Lessee a copy of such insurance policies;
- B. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Leased Premises;
- C. Constitutes a nuisance under state or local law, or otherwise.

#### **SECTION 8 CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR**

A. Condition of Leased Premises. Lessee accepts the Leased Premises As-Is and is responsible for maintaining the Leased Premises up to a condition necessary for the use of the Leased Premises pursuant to this Agreement including any federal, state or local laws required for the operation of the Childcare Program. Any improvements, maintenance and/or repairs paid for and/or performed by Lessor, shall be in Lessor's sole discretion.

B. Lessee's Maintenance and Repairs. Except as otherwise provided in this Agreement, Lessee shall, at its sole cost and expense, maintain and repair the facilities, equipment, fixtures, and interior portions of the Leased Premises, including the Lessee shall perform all repairs necessary to the facility, including all interior security gates, interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass (including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, and any system and/or equipment required or used in connection with Lessee's use under this Agreement.

C. Lessor Maintenance and Repairs. Lessor shall be responsible for routine maintenance of the exterior of the Leased Premises and the following interior facilities, equipment and fixtures: plumbing fixtures, lines for water in the interior of the Leased Premises, HVAC, gas, steam, sprinkler, fire extinguishers and fire protection systems and equipment, and mechanical facilities.

#### **SECTION 9. ALTERATIONS BY LESSEE**

No structural alteration, addition, or improvement to the Leased Premises will be made by Lessee without the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee must obtain all necessary governmental permits required for any alteration, addition, or improvement approved by Lessor, and must comply with all applicable governmental law, regulations, ordinances, and codes. Any alteration, addition, or improvement made by Lessee after consent has been given, and any fixtures installed as part of the construction, will at Lessor's option become the property of Lessor on the expiration or other earlier termination of this Agreement; provided, however, that Lessor will have the right to require Lessee to remove the trade fixtures at Lessee's cost on termination of this Lease.

#### **SECTION 10. MECHANICS' LIENS**

If Lessee causes any alterations, additions, or improvements to be made to the Leased Premises, Lessee agrees to keep the Leased Premises free of liens for both labor and materials. If a lien is placed on the Leased Premises in connection with any construction, repair, or replacement work that Lessee may or must cause to be performed under this Lease, which results in a final judgment, Lessor may pay the amount of that judgment. Lessee must reimburse Lessor for the full amount paid within thirty (30) days after that amount is paid by Lessor; otherwise Lessee will be in default of this Lease.

#### **SECTION 11. INSPECTION BY LESSOR**

Upon no less than twenty-four (24) hours' prior written notice, Lessee will permit Lessor or Lessor's agents, or representatives, to enter the Leased Premises at all reasonable times.

#### **SECTION 12. UTILITIES**

Lessee shall pay for and maintain all utilities including water, gas, electricity, telephone, cable and other services used by the lessee.

#### **SECTION 13. INSURANCE**

A. Minimum Scope and Limits of Insurance. Lessee 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:

1. 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 two million dollars (\$2,000,000.00), 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.
2. 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.
3. Workers' compensation insurance as required by the State of California. The Whole Child 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 The Whole Child for the City and to require each of its consultants, if any, to do likewise under their workers' compensation insurance policies.

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

1. Additional insured: "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 Whole Child pursuant to its contract with the City; products and completed operations of The Whole Child; premises owned, occupied or used by the Whole Child; automobiles owned, leased, hired, or borrowed by the Whole Child.

2. 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."

3. Other insurance: "The Whole Child 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.

4. 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.

5. Lessee'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.

C. 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 Lessor. No policy of insurance issued as to which the Lessor 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.

D. Certificates of Insurance. Lessee shall provide to Lessor's certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by Lessor, 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.

E. 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 the Whole Child may be held responsible for payments of damages to persons or property.

#### **SECTION 14. INDEMNIFICATION**

Lessee agrees to defend, indemnify, hold free and harmless Lessor, its elected officials, officers, agents and employees, at Lessee's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the Lessor, its elected officials, officers, agents and employees arising out of or related to the services provided by Lessee, its employees, volunteers and/or authorized sub consultants pursuant to this Agreement.

Lessor agrees to defend, indemnify, hold free and harmless Lessee and its employees, at Lessor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the Lessee and its employees arising out of or related to Lessor's negligent acts or omissions or willful misconduct in performance of its obligations under this Agreement.

#### **SECTION 15. DESTRUCTION OF LEASED PREMISES**

If the Leased Premises of which it is a part is damaged or destroyed by any cause not the fault of Lessee, Lessor in its sole discretion may choose to repair it at Lessor's sole cost and expense, and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from occupying the Leased Premises. Lessor may, in lieu of making the repairs required by this paragraph, terminate this Lease by giving Lessee three months prior written notice of the termination, with no further obligation by either party under this Lease. In the event the Leased Premises is damaged or destroyed by any cause not the fault of Lessee to such an extent that it unreasonably prevents Lessee from being able to use the Leased Premises for the intended

purposes of this Lease, Lessee may terminate this Lease by giving Lessor three months prior written notice of the termination. A notice from either party to terminate this Lease under this section must be given no later than three months after the event causing the destruction or damage. Upon the effective date of the termination neither party will have any further obligation to each other with respect to this Lease, except as specifically provided herein or as otherwise required by law.

#### **SECTION 16. ASSIGNMENT AND SUBLETTING**

Lessee shall not encumber, assign, sublet, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Leased Premises without first obtaining the express written consent of Lessor. Furthermore, Lessee shall not sublet the Leased Premises or any part of it or allow any other persons, other than its employees and agents, to occupy or use the Leased property or any part of it without the prior written consent of Lessor. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

#### **SECTION 17. ACTS CONSTITUTING BREACH BY LESSEE**

The following shall constitute a default under and a breach of this Lease by Lessee:

- A. The nonpayment of rent when due, when the nonpayment continues for thirty (30) business days after written notice to pay rent or surrender possession of the Leased Premises has been given by Lessor to Lessee.
- B. A failure to perform any provision, covenant, or condition of this Lease, other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by Lessor to Lessee; provided however, that any such notice will be in lieu of, and not in addition to, any notice required under the unlawful detainer statutes, California Code of Civil Procedure Section 1161 et seq.
- C. The abandonment or vacation of the Leased Premises before expiration of the term of this Lease.
- D. A receiver is appointed to take possession of all or substantially all of Lessee's personal property located at the Leased Premises or of Lessee's interest in this Lease, when possession is not restored to Lessee within thirty (30) days.
- E. Lessee makes a general assignment for the benefit of creditors.
- F. The execution, attachment, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Agreement, when the seizure is not discharged within thirty (30) days.
- G. The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Lessee, it is dismissed within 60 days).

#### **SECTION 18. LESSOR'S REMEDIES**

If Lessee breaches or is in default under this Lease and such breach or default continues beyond all applicable notice and cure periods, Lessor, in addition to any other remedies given Lessor by law or equity, may:

- A. Continue this Lease in effect by not terminating Lessee's right to possession of the Leased Premises and thereby be entitled to enforce all Lessor's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or
- B. Terminate this Lease and all rights of Lessee under the Lease and recover from Lessee:
  1. The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Lease;
  2. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;
  3. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and

4. Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this lease; or

5. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Leased Premises in the manner provided by the California law of unlawful detainer then in effect.

#### **SECTION 19. TERMINATION**

Either party may terminate this Lease, with or without cause, by providing the Lessor with at least ninety (90) days written notice of the termination. Notwithstanding the foregoing, if one party is in default of any material term of this Lease, the non-defaulting party may cancel this Lease by providing the other party with thirty (30) days' written notice of the default, but only if the defaulting party has not cured the default within thirty (30) days after receiving the notice from the non-defaulting party.

#### **SECTION 20. WAIVER OF BREACH**

The waiver by either party of any breach by the other party of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by the breaching party either of the same or a different provision of this Lease.

#### **SECTION 21. NOTICES**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties as follows:

**LESSOR**

City of Santa Fe Springs  
11610 Telegraph Road  
Santa Fe Springs, CA

**LESSEE**

The Whole Child  
10155 Colima Road  
Whittier, CA 90603

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

#### **SECTION 22. ATTORNEY'S FEES**

If any litigation is commenced between the parties to this Agreement concerning the Leased Premises or the rights and duties of either in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

#### **SECTION 23. BINDING ON HEIRS AND SUCCESSORS**

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

#### **SECTION 24. SOLE AND ONLY AGREEMENT**

This instrument constitutes the sole and only full, final, and complete agreement between Lessor and Lessee respecting the Leased Premises or the leasing of the Leased Premises to Lessee, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Leased Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. All prior negotiations between the parties are subsumed into this Lease to the extent they have been agreed to, and if not agreed to by the parties such negotiations are not set forth in the terms and conditions of this Lease. This Lease may not be extended, amended, modified, altered, or changed, except in a writing signed by Lessor and Lessee.

#### **SECTION 25. TAXES AND ASSESSMENTS**

This Lease may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Leased Premises or upon fixtures, equipment, or other property installed or constructed thereon, will be the full responsibility of the Lessee, and Lessee will cause said taxes and assessments to be paid promptly.

#### **SECTION 26. DISPOSITION OF ABANDONED PERSONAL PROPERTY**

If Lessee abandons or quits the Leased property or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Leased property thirty (30) days after such event will be deemed to have been transferred to Lessor. Lessor will have the right to remove and to dispose of such property without liability therefore to or to any person claiming under, and will have no need to account therefore.

#### **SECTION 27. AUTHORITY OF LESSOR AND LESSEE**

Each individual executing this Lease on behalf of Lessor represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Lessor, in accordance with all governing laws, rules, regulations and bylaws, and that this Lease is binding upon Lessor. Each individual executing this Lease on behalf of Lessee represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessee, in accordance with all governing laws, rules, regulations and by-laws, and that this Lease is binding upon Lessee.

#### **SECTION 28. PUBLIC RECORDS**

Any and all written or electronic information, document or record submitted to or obtained by Lessor from Lessee or any other person or entity having to do with or related to this Lease or the Leased Premises, either pursuant to this Lease or otherwise, at the option of Lessor, may be treated as a public record which will be made open to the public for inspection or copying pursuant to the California Public Records Act (Government Code Section 6250, etc.) as now in force or hereafter amended, or any Act in substitution thereof. Lessee hereby waives, for itself, its agents, employees, subs and any person claiming by through or under Lessee, any right or claim that such information is not a public record or that the same is a trade secret or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

#### **SECTION 30. RELATIONSHIP OF PARTIES**

The relationship of the parties hereto is that of Lessor and Lessee, and it is expressly understood and agreed that Lessor is not, and will not in any way or for any purpose become, a partner of Lessee in the conduct of Lessee's business. This Lease and any related documents will under no circumstances constitute a joint venture or partnership between Lessor and Lessee. The provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

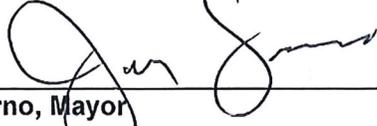
#### **SECTION 31. COOPERATION BETWEEN PARTIES**

Lessee and Lessor will cooperate with each other in all respects, in its operation of the Building or the Property. Furthermore if at some later date Lessor desires to encumber the Property for any reason, in Lessor's sole discretion, will cooperate with Lessor in whatever manner is reasonably required to help accomplish the encumbrance. Lessor shall provide written notice to the at least sixty (60) days prior to the encumbrance.

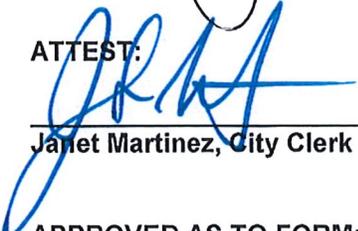
EXECUTED on 6/19/18 at \_\_\_\_\_, Los Angeles County, California.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Lease to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

**CITY OF SANTA FE SPRINGS**

  
\_\_\_\_\_  
Jay Sarno, Mayor

  
\_\_\_\_\_  
Constanza Pachon, The Whole Child

ATTEST:  
  
\_\_\_\_\_  
Janet Martinez, City Clerk

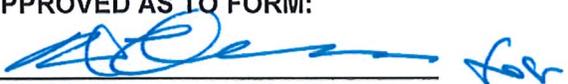
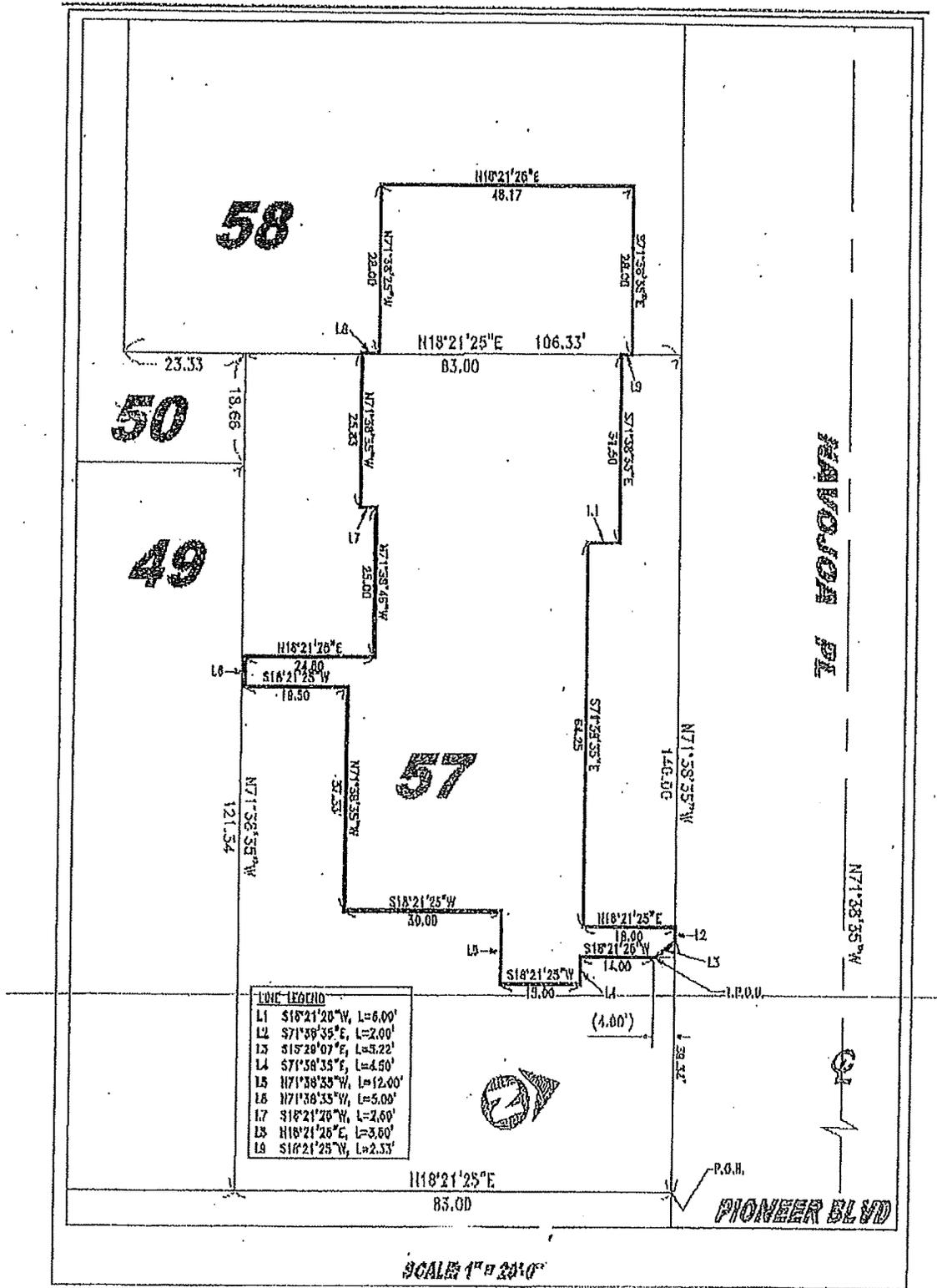
APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Yolanda M. Summerhill, City Attorney

EXHIBIT 1

SITE MAP OF PROPERT





# City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

May 23, 2019

## NEW BUSINESS

Approval of Parcel Map No. 78240 – for 11201-11313 Carmenita Road

### RECOMMENDATION

That the City Council take the following actions:

- Approve Parcel Map No. 78240;
- Find that Parcel Map No. 78240 together with the provisions for its design and improvement, is consistent with the City's General Plans; and
- Authorize the City Engineer and City Clerk to sign Parcel Map No. 78240.

### BACKGROUND

The Planning Commission, at their regular meeting on April 9, 2018, approved Parcel Map No. 78240 for the property located at 13300 Lakeland Road with existing Assessor's Parcel Number (APN) 8026-008-903. The approval allows Storm Properties, Inc., to subdivide the subject site of approximately 558,028 square feet (12.81-acres) into three separate parcels as follows.

Parcel 1	274,799 sq. ft.	13300 Lakeland Road
Parcel 2	223,416 sq. ft.	11201-11313 Carmenita Road
Parcel 3	59,813 sq. ft.	11325 Carmenita Road

The subject property address is 13300 Lakeland Road located on the southwest corner of Carmenita Road and Lakeland Road, is designated under Public Facilities (PF) Zone, and the proposed R-3-PD, Multiple Family Residential – Planned Development Zone. The property has a developed elementary school (Carmela) to the north and a preschool (Options) to the south. There is residential use located to the north, south, east, and west of the property. However, the residential properties located to the east, west and a portion of the south of the subject property are not within the City's boundaries but are a part of the unincorporated area of Los Angeles County.

Storm Properties, Inc. is proposing the development of a 128-unit gated apartment complex and subdividing the current 12.81-acre parcel into three separate parcels. South Whittier School District will maintain ownership of the three parcels but will lease the middle portion (11201-11313 Carmenita Road) to Storm Properties, Inc., for the apartment complex development. Carmela Elementary School and Options State Preschool, respectively, will continue to occupy the northerly and southerly parcels.

A full-sized copy of Parcel Map No. 78240 is on file with the City Clerk's office.

*For*

Raymond R. Cruz  
City Manager

### Attachment:

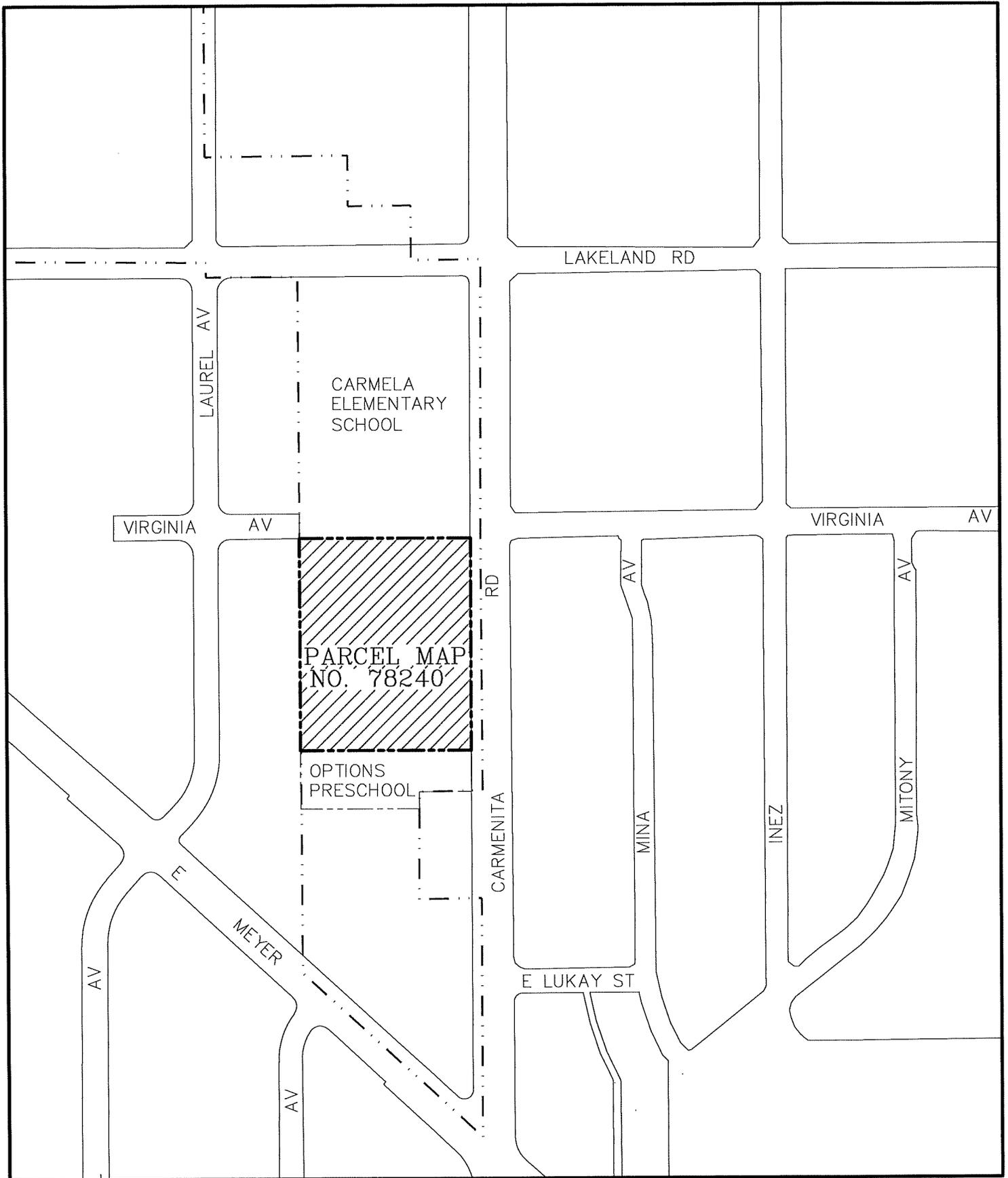
Exhibit A: Location Map

Exhibit B: Planning Commission Report

Report Submitted By: Noe Negrete  
Director of Public Works

Date of Report: May 14, 2019

**EXHIBIT "A"**



# LOCATION MAP

PM78240 11201-11313 CARMENITA RD

**EXHIBIT "B"**



**PUBLIC HEARING**

Adoption of Mitigated Negative Declaration

Tentative Parcel Map No. 78240

A request for approval to allow the approximately 12.81-acre subject site to be subdivided into 3 (3) separate parcels measuring 274,799 sq. ft. (Parcel 1), 223,416 sq. ft. (Parcel 2), and 59,813 sq. ft. (Parcel 3) for property located at 13300 Lakeland Road (existing APN: 8026-008-903), within the PF, Public Facilities, and proposed R-3-PD, Multiple Family Residential – Planned Development, Zones.  
(Storm Properties, Inc.)

**RECOMMENDATIONS:** That the Planning Commission:

- Open the Public Hearing and receive any comments from the public regarding Tentative Parcel Map No. 78240 and, thereafter, close the Public Hearing; and
- Approve and adopt the proposed Initial Study/Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program (IS/MND/MMRP), which, based on the findings of the Initial Study and the proposed mitigation measures, indicates that there is no substantial evidence that the approval of Tentative Parcel Map No. 78240, will have significant adverse effects that cannot be mitigated to levels of insignificance; and
- Find that Tentative Parcel Map No. 78240 is consistent with the City's General Plan; and
- Find that Tentative Parcel Map No. 78240 meets the standards set forth in Sections 66474 and 66474.6 of the Subdivision Map Act for the granting of approval of a tentative or final map; and
- Approve Tentative Parcel Map No. 78240, subject to the conditions of approval as stated within this report.

**LOCATION/BACKGROUND**

The subject property, located at 13300 Lakeland Road, is currently comprised of one (1) parcel (APN: 8026-008-903) measuring approximately 558,028 sq. ft. (12.81-acres), and located at the southwest corner of Carmenita Road and Lakeland Road. The subject property is zoned PF (Public Facilities) and is currently developed with an elementary school to the north and a preschool to the south. Residential uses are located to the north, south, east, and west of the property. The residential properties located to the east, west, and a portion of the south of the subject property are not within the City's boundaries.

As part of their proposal to develop a new 128-unit gated apartment project, Storm Properties will be subdividing the existing 12.81-acre parcel into 3 separate parcels. The South Whittier School District will continue to own all three parcel but will be leasing the middle portion to Storm Properties to develop their apartment project. The northerly and southerly parcels will continue to be occupied by Carmela Elementary School and Options State Preschool, respectively. The table provided below helps clarify the address and associated use for each of the three proposed parcels.

Table 1  
Property Addresses

Use	Address
Existing Carmela Elementary School	13300 Lakeland Road
Proposed 128-Unit Gated Apartment Complex	11201-11313 Carmenita Road
Existing Options Preschool	11325 Carmenita Road

**PROJECT DESCRIPTION:**

The proposed project requires approval of the following entitlements:

As mentioned briefly above, the applicant, Storm Properties, Inc., is proposing to develop a new 128-unit gated apartment project on a ±5.13-acre portion of the subject property, between the elementary school and the preschool. In addition to the subject Tentative Parcel Map (TPM), the proposed project will need approval of the following five entitlements: a General Plan Amendment (GPA), a Zone Change (ZC), a Development Plan Approval (DPA), and two Conditional Use Permits (CUP). Below are the case numbers, as well as, a brief description of each entitlement request, including the subject Tentative Parcel Map:

Tentative Parcel Map (TPM 78240) – A request for approval to allow the approximately 12.81-acre subject site to be subdivided into three (3) separate parcels measuring 274,799 sq. ft. (Parcel 1), 223,416 sq. ft. (Parcel 2), and 59,813 sq. ft. (Parcel 3) for property located at 13300 Lakeland Road (existing APN: 8026-008-903), within the PF, Public Facilities, and proposed R-3-PD, Multiple Family Residential – Planned Development, Zones.

General Plan Amendment (GPA 27) – A request for approval to amend the Land Use Map of the City's General Plan for properties located on the west side of Carmenita Road, approximately 605 feet south of Lakeland Road, from the existing land use designation of Public Facilities to Multiple Family Residential.

Zone Change (ZC 137) – A request for approval to change the zoning designation for properties located on the west side of Carmenita Road, approximately 605 feet south of Lakeland Road, from PF (Public Facilities) to R-3-PD (Multiple Family Residential –

Planned Development).

Development Plan Approval (DPA 935) – A request for approval to allow the construction of a new 128-unit gated apartment complex and appurtenant improvements at 11201 – 11313 Carmenita Road, within the proposed R-3-PD, Multiple Family – Planned Development, Zone.

Conditional Use Permit (CUP 785) – A request for approval to allow the operation and maintenance of a new 128-unit gated apartment complex and appurtenant improvements (totaling approximately 174,201 sq. ft.) on property located at 11201 – 11313 Carmenita Road, within the proposed R-3-PD, Multiple Family Residential – Planned Development, Zone.

Conditional Use Permit (CUP 786) – A request for approval to allow the operation and maintenance of a preschool use located at 11325 Carmenita Road, within the proposed R-3-PD, Multiple Family Residential – Planned Development, Zone.

#### **TENTATIVE PARCEL MAP NO. 78240**

The applicant, Storm Properties, Inc., is seeking approval of Tentative Parcel Map No. 78240, a request to subdivide the existing 12.81-acre parcel into three parcels. Parcel 1 will consist of 274,799 sq. ft. (6.31-acre) and will be occupied by an existing elementary school; Parcel 2 will consist of 223,416 sq. ft. (5.13-acre) and will be occupied by the proposed 128-unit gated apartment development; and Parcel 3 will consist of 59,813 sq. ft. (1.37-acre) and will be occupied by an existing preschool. The intent is to create independent parcels for each use, which would allow the necessary rezoning for the apartment development.

#### **STAFF REMARKS**

Based on the findings set forth in the attached Resolution (70-2018), Staff believes that Tentative Parcel Map No. 78240 is consistent with and, in furtherance, of the policies and goals set forth in the City General Plan and is, therefore, recommending approval of Tentative Parcel Map No. 78240, subject to the conditions of approval as contained within this staff report.

#### **STREETS AND HIGHWAYS**

The property is located at the southwest corner of Lakeland Road and Carmenita Road. Carmenita Road is designated as a "Major" arterial and Lakeland Road is designated as a "Secondary" arterial, within the Circulation Element of the City's General Plan.

#### **LEGAL NOTICE OF PUBLIC HEARING**

In accordance with the requirements of the State Subdivision Map Act, this Tentative Parcel Map (TPM No. 78240) was set for Public Hearing. Legal notice of the Public Hearing for the TPM 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 March 29, 2018. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and the City's Town Center kiosk on March 29, 2018, and published in a newspaper of general circulation (Whittier Daily News) on March 29, 2018, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

As of the date of this report, staff has not received any comments and/or inquiries regarding the proposed project.

### **ZONING AND LAND USE**

The subject property is currently zoned PF, Public Facilities with a general plan land use designation of "Public Facilities." In conjunction with this DPA and CUP request, the applicant is proposing to rezone the subject property from PF, Public Facilities, to R-3-PD, Multiple Family Residential – Planned Development and also amend the existing general plan land use designation from "Public Facilities" to "Multiple Family Residential." The Zoning, General Plan and Land Use of the surrounding properties are shown in "Table 3" below:

Table 2  
General Plan Consistency Analysis

<b>Surrounding Zoning, General Plan Designation</b>			
<b>Direction</b>	<b>Zoning District</b>	<b>General Plan</b>	<b>Land Use</b>
North	PF	Public Facilities	School (Carmela Elementary School)
South	R-3-PD; A-1 (Unincorporated LA County)	Multiple Family Residential; Agriculture	Condominium (Willowstone); Single Family Residential
East	R-1 (Unincorporated LA County)	Single Family Residential	Single Family Residential
West	A-1 (Unincorporated LA County)	Agriculture	Single Family Residential

### **ENVIRONMENTAL DOCUMENTS**

The environmental analysis provided in the Initial Study indicates that the proposed project will not result in any significant adverse immitigable impacts on the environment therefore, the City caused to be prepared and proposed to adopt a Mitigated Negative Declaration (MND) for the proposed project. The MND reflects the independent judgment of the City of Santa Fe Springs, and the environmental consultant, Blodgett/Baylosis Environmental Planning.

**Phases in the Environmental Review Process:**

The implementation of the California Environmental Quality Act (CEQA) entails three separate phases:

1. The first phase consists of preliminary review of a project to determine whether it is subject to CEQA
2. If the project is subject to CEQA, the second phase involves the preparation of an Initial Study to determine whether the project may have a significant environment effect.
3. The third phase involves the preparation of an Environmental Impact Report (EIR) if the project may have a significant environmental effect of a Negative Declaration or Mitigated Declaration if no significant effects will occur.

Phase 1: The first phase is to determine if the proposed project is subject to CEQA. CEQA applies to an activity that (a) involves the exercise of an agency's discretionary powers, (b) has the potential to result in a direct or reasonable foreseeable indirect physical change in the environment, and (c) falls within the definition of a "project" as defined in CEQA Guidelines Section 15378. City Staff and Blodgett/Baylosis Environmental Planning the proposal and determined that the project is subject to CEQA

Phase 2: The second phase involves the preparation of an Initial Study. An Initial Study is a preliminary analysis to determine whether an EIR or a Negative Declaration or Mitigated Negative Declaration is needed. If the Initial Study concludes that the proposed project may have a significant effect on the environment that cannot be mitigated, an EIR should be prepared. If no potentially significant impacts are identified, then a Negative Declaration can be prepared. If potentially significant impacts are identified that can be mitigated, then a Mitigated Negative Declaration can be prepared with mitigated measures conditioned as part of the project's approval to reduce potentially significant impacts to levels of insignificance. To facilitate the Commission's determination whether "effects" are potentially significant, the Commission should focus on scientific and factual data. Unfortunately, CEQA does not provide a definitive definition of what constitutes a "significant effect" as a substantial or potentially substantial adverse change in the physical environment. City Staff and Blodgett/Baylosis Environmental Planning determined, through the preparation of the Initial Study, that there were no potentially significant environmental effect that could not be mitigated to a level of insignificance and, therefore, a Mitigated Negative Declaration was prepared.

Phase 3: A Mitigated Negative Declaration is a written statement, briefly explaining why a proposed project will not have a significant environmental effect and includes a copy of the Initial Study justifying this finding. Included within the Initial Study are mitigation measures to avoid potentially significant effects. City Staff and Blodgett/Baylosis Environmental Planning determined that although the proposed project could have a

significant effect on the environment, revisions in the project have been made by or agreed to by the project applicant or mitigation measures are being implemented to reduce all potentially significant effects to levels of insignificance. As a result, a Mitigated Negative Declaration was prepared for the project.

**Draft MND Review:**

The Draft Initial Study/Mitigated Negative Declaration reflects the independent judgment of the City of Santa Fe Springs and the environmental consultant, Blodgett/Baylosis Environmental Planning, as to the potential environmental impacts of the proposed project on the environment. The Draft Initial Study/Mitigated Negative Declaration was circulated for the required 20-day public review and comments from February 20, 2018 to March 10, 2018. The Notice of Intent to adopt a Mitigated Negative Declaration was posted with the Los Angeles County Clerk. A copy of the Initial Study/Mitigated Negative Declaration was also mailed to surrounding cities for their review and comment.

When reviewing the Mitigated Negative Declaration/Initial Study, the focus of the review should be on the project's potential environmental effects. If persons believe that the project may have a significant effect, they should, (a) Identify the specific effect; (b) Explain why they believe the effect would occur, and; (c) Explain why they believe the effect would be significant.

Individuals who believe there are significant effects as outlined above, should also explain the basis for their comments and submit data or reference offering facts, reasonable assumptions based on facts or expert opinion supported by facts in support of the comments. Pursuant to CEQA Guidelines, an effect shall not be considered significant in the absence of substantial evidence.

**Potentially Affected Environmental Factors:**

The draft Initial Study/Mitigated Negative Declaration has identified several factors that may be potentially affected by the subject project which include: *Air Quality, Cultural Resources, Geology & Soils, Hydrology & Water Quality, Transportation & Circulation, and Tribal Cultural Resources*. These factors and their respective pertinent issues are discussed and analyzed within the Initial Study/Mitigated Negative Declaration. Mitigations, where necessary, were implemented to help ensure potential impacts are reduced to a less than significant level. A detailed analysis can be found in the Initial Study/Mitigated Negative Declaration and corresponding Mitigated Monitoring and Reporting Program.

**Mitigation Monitoring:**

The monitoring and reporting on the implementation of these measures, including the monitoring action, monitoring agency, and the period for implementation, are identified in the Mitigation Monitoring and Reporting Program (attachment #6).

**Responses to Initial Study/Mitigated Negative Declaration:**

On Wednesday, March 28, 2018, our Environmental Consultant, Blodgett/Baylosis Environmental Planning, received a phone call from the South Coast Air Quality Management District (SCAQMD), requesting a copy of the Mitigated Negative Declaration associated with this project to review. On 4/4/18, SCAQMD provided Staff with their comments, including a recommended mitigation measure for incorporation into the Final MND.

**AUTHORITY OF PLANNING COMMISSION**

The Planning Commission, after receiving and hearing the results of investigations and reports on the design and improvements of any proposed division of real property for which a tentative map is filed, shall have the authority to impose requirements and conditions upon such division of land and to approve, conditionally approve or disapprove such map and division of land.

**CONDITIONS OF APPROVAL**

Conditions of approval for TPM 78240 is attached to Resolution 70-2018 as Exhibit A.



Wayne M. Morrell  
Director of Planning

**Attachments:**

1. Aerial Photograph
2. Proposed Tentative Parcel Map (TPM 73161)
3. Tentative Parcel Map Application
4. Public Hearing Notice
5. Radius Map for Public Hearing Notice
6. Draft Mitigated Negative Declaration (previously delivered to PC on 3/19/2018)
7. Resolution 70-2018
  - a. Exhibit A - Conditions of Approval

Aerial Photograph



CITY OF SANTA FE SPRINGS



**AERIAL PHOTOGRAPH**

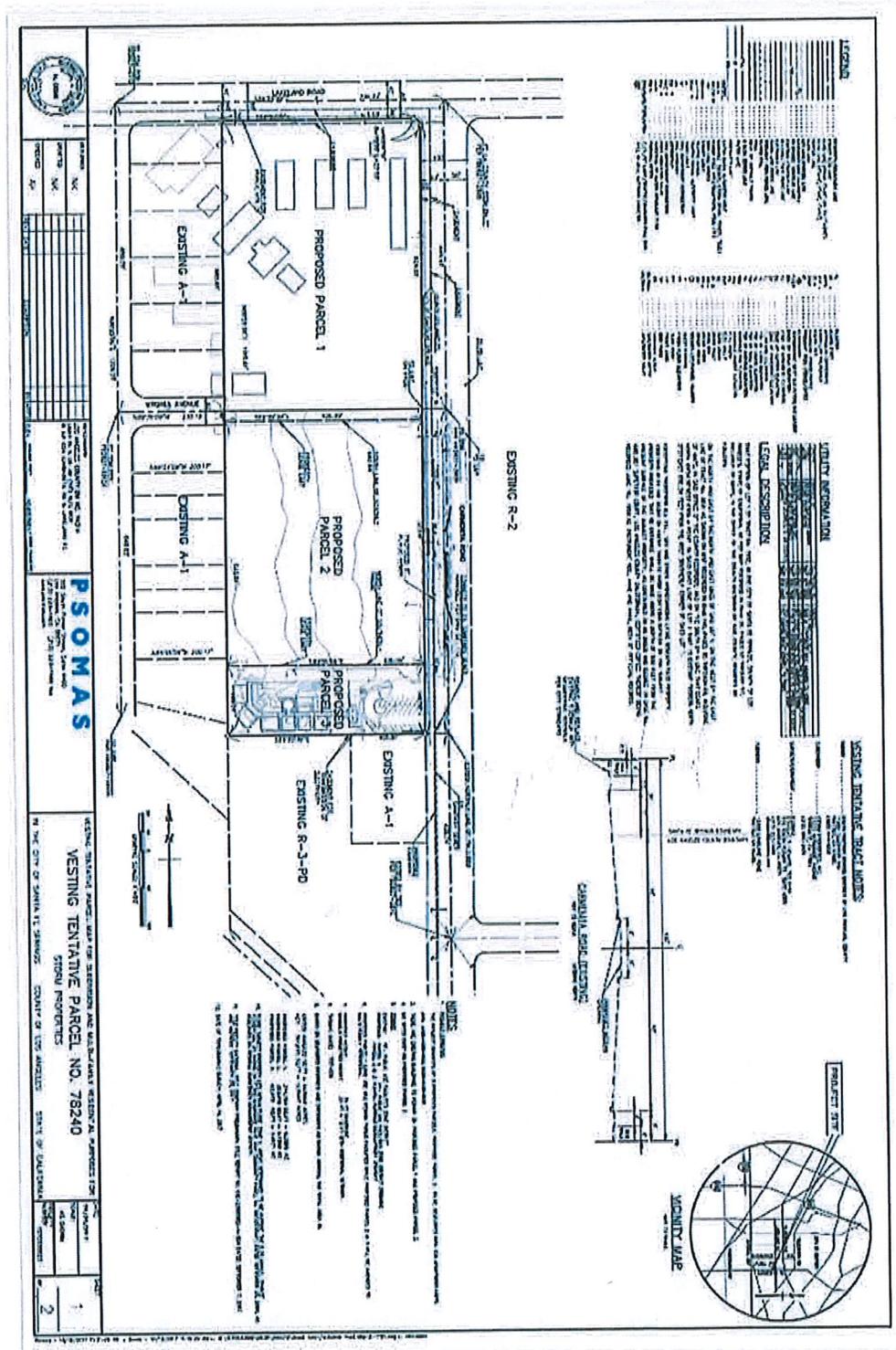
DEVELOPMENT PLAN APPROVAL CASE NO. 935,  
CONDITIONAL USE PERMIT CASE NO. 785, CONDITIONAL USE PERMIT CASE NO.  
786, GENERAL PLAN AMENDMENT CASE NO. 27, ZONE CHANGE CASE NO. 137, &  
TENTATIVE PARCEL MAP CASE NO. 78240



**NORTH**

13300 Lakeland Road  
(Storm Properties)

Proposed Tentative Parcel Map (TPM 78240)



## Tentative Parcel Map Application



City of Santa Fe Springs



### SUBDIVISION/TRACT/PARCEL MAP APPLICATION AND OWNER'S STATEMENT

All applications, plans, maps, exhibits, and other documents must be accurate and complete for submission to the Planning and Development Department. Instructions for filing the Subdivision application are attached to this application, which contain general information, definitions, public hearing requirements, processing procedures and required fees. In addition, further supporting documents may be required upon the discretion of the Planning and Development Department. If the application is determined to be incomplete, the Planning and Development Department will notify the applicant via mail detailing the required document(s). Submission of an incomplete application will impede and prolong the application process.

**PROPERTY LOCATION:**

Address: 13300 LAKELAND ROAD, WHITTIER, CA 90605

Assessor's Parcel Number:

8026-008-900 and 8026-008-903

**PURPOSE OF PARCEL (SUBDIVISION) MAP & LEGAL DESCRIPTION:**

To maintain the buildings and operations of existing Carmela Elementary School and Options Carmela State Preschool and develop the vacant field located in between the two.

Parcel 1 – Carmela Elementary School to remain  
 Parcel 2 – Project site to be developed into 128-unit gated apartment project  
 Parcel 3 – Options Carmela State Preschool to remain

**PROJECT AND LAND USE DATA:**

Existing Land Use:

**PUBLIC FACILITIES** – Carmela Elementary School north of the development site; development site is currently vacant; Options Carmela State Preschool south of the development site

Zoning Classification:

**PUBLIC FACILITIES**

Intended Land Uses of Lots within the Subdivision:

Parcel 1 – Public Facilities  
 Parcel 2 – Multiple Family Residential (with a CUP to permit use under Planned Development Overlay)  
 Parcel 3 – Multiple Family Residential (with a CUP to maintain current use and operations of Options Carmela State Preschool under Planned Development Overlay).

General Plan Land Use Classification:

**PUBLIC FACILITIES**

Surrounding Land Uses:

North: **SINGLE FAMILY**

South: **MULTI-FAMILY RESIDENTIAL**

East: **LA COUNTY (SOUTH WHITTIER) LAND USE – R-1 SINGLE-FAMILY RESIDENCE and R-2 TWO-FAMILY RESIDENCE**

West: **LA COUNTY (SOUTH WHITTIER) LAND USE – A-1 LIGHT AGRICULTURAL**

Existing No. of Lots:

**ONE**

Proposed No. of Lots:

**THREE – one to remain PUBLIC FACILITIES, two rezoned to R3-PD (one with a CUP to allow PRE-SCHOOL to remain)**

Page 1

**Tentative Parcel Map Application (Cont.)**

Lot Area-per Parcel (S.F./Acres):

Parcel 1 – 6.3085 AC, Parcel 2 – 5.1289 AC, Parcel 3 – 1.4571

Building (footprint) Area-per Parcel:

Proposed Parcel 2 to be developed – 174,209 SF FOR 7 RESIDENTIAL BUILDINGS AND ONE LEASING AND AMENITY BLDG.

Are dedications or public improvements required?

Required dedications – Public drainage and possible sewer easements

**PROJECT FINDING:**

After submittal of the completed application, Planning and Development staff will review all documents prior to scheduling a public hearing at the earliest agenda before the Planning Commission of the City of Santa Fe Springs. The application will be evaluated based on the proposed (parcel map) subdivision, public testimony at the hearing, and the finding listed below (Subdivision Map Act, Section 66474). Please provide support for the required findings below and additional comments. Please

PROJECT FINDING	YES	NO	COMMENTS
Is the proposed map consistent with applicable general and specific plans?	X		
Is the design or improvement of the proposed subdivision consistent with applicable general or specific plans?	X		
Is the site physically suitable for the proposed density of development?	X		
Is the design of the subdivision or the proposed improvements likely to cause substantial environmental damage or likely to injure fish or wildlife or their habitat?		X	
Is the design of the subdivision or the type of improvements likely to cause serious public health problems?		X	
Will the design of the subdivision or the type of improvements conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision?		X	

**UTILITIES:**

Grading: Is any grading of lots contemplated? YES (If yes, show details on the tentative map.)

Water: What provisions are being made to provide an adequate water system? A WATER WILL-SERVE LETTER HAS BEEN OBTAINED

Sewers: What provisions are being made to provide an adequate sewer system? A SEWER AREA STUDY HAS BEEN SUBMITTED TO THE COUNTY OF LOS ANGELES.

Gas and Electricity: Are the appropriate utility companies being contacted to ensure service to the subject property? WILL SERVE LETTERS HAVE BEEN OBTAINED.

Streets: Will each resulting parcel or lot front on a dedicated and improved street? YES, THE THREE PARCELS WILL FRONT CARMENITA ROAD. PARCEL 1 ALSO FRONTS LAKELAND ROAD.

Have you discussed street improvement requirements with the Department of Public Works? YES.

Deed Restrictions: State nature of deed restrictions, existing and proposed: \_\_\_\_\_  
(Please see attached)

**Tentative Parcel Map Application (Cont.)**

**RESPONSIBLE PARTIES:**

<b>Gas Agency:</b> <u>SoCal Gas</u>	<b>Water Agency:</b> <u>Golden State Water</u>
<b>Address:</b> <u>1919 S. State College Blvd</u> <u>Anaheim, CA 92806</u>	<b>Address:</b> <u>1920 W. Corporate Way</u> <u>Anaheim, CA 92801</u>
<b>E-Mail:</b> _____	<b>E-mail:</b> _____
<b>Contact Person:</b> <u>Katrina Regan</u>	<b>Contact Person:</b> _____
<b>Phone Number:</b> <u>714-634-5067</u>	<b>Phone Number:</b> <u>562-907-9200</u>
<b>Sewer Agency:</b> <u>LA County Sanitation District</u>	<b>Electric Agency:</b> <u>Southern California Edison</u>
<b>Address:</b> <u>1955 Workman Mill Road</u> <u>Whittier, CA 90601</u>	<b>Address:</b> _____ <u>Santa Ana, CA 92711</u>
<b>E-Mail:</b> _____	<b>E-Mail:</b> _____
<b>Contact Person:</b> <u>Adriana Raza</u>	<b>Contact Person:</b> <u>Daniel Knight</u>
<b>Phone Number:</b> <u>562-908-4288 ext. 2717</u>	<b>Phone Number:</b> <u>714-796-9999</u>

**THE APPLICATION IS BEING FILED BY:**

\_\_\_\_\_ Record Owner of the Property

Authorized Agent of the Owner (Written authorization must be attached to application.)

**STATUS OF AUTHORIZED AGENT (Engineer, Attorney, Purchaser, Developer, Lessee, etc.):** \_\_\_\_\_

DEVELOPER AND GROUND LESSEE – STORM PROPERTIES, INC.

I HEREBY CERTIFY THAT the facts, statements and information furnished above are true and correct to the best of my knowledge and belief.

SIGNED: \_\_\_\_\_  
JON SPELKE, VICE PRESIDENT

(If signed by other than the Record Owner, written authorization must be attached to this application.)

**OWNER AGENT**

**Name:** STORM PROPERTIES, INC.

**Contact:** JON SPELKE \_\_\_\_\_

**Address:** 23223 NORMANDIE AVE \_\_\_\_\_

**City:** TORRANCE \_\_\_\_\_

**State:** CA \_\_\_\_\_

**Zip Code:** 90501 \_\_\_\_\_

**Phone:** (310)986-2436 \_\_\_\_\_

**E-Mail:** jspelke@storm-properties.com \_\_\_\_\_

**RECORD OWNER**

**Name:** SOUTH WHITTIER SCHOOL  
DISTRICT OF LOS ANGELES COUNTY \_\_\_\_\_

**Contact:** MARK KERIAKOUS \_\_\_\_\_

**Address:** 11200 TELECHRON AVE \_\_\_\_\_

**City:** WHITTIER \_\_\_\_\_

**State:** CA \_\_\_\_\_

**Zip Code:** 90605 \_\_\_\_\_

**Phone:** (562)944-6231 ext. 2031 \_\_\_\_\_

**E-Mail:** mkeriakous@swhittier.net \_\_\_\_\_

**ENGINEER LICENSE SURVEY**

**Name:** PSOMAS \_\_\_\_\_

**Contact:** MICHAEL CREHAN \_\_\_\_\_

**Address:** 555 SOUTH FLOWER  
ST, SUITE 4300 \_\_\_\_\_

**City:** LOS ANGELES \_\_\_\_\_

**State:** CA \_\_\_\_\_

**Zip Code:** 90071 \_\_\_\_\_

**Phone:** (213)223-1445 \_\_\_\_\_

**E-Mail:** merehan@psomas.com \_\_\_\_\_

FOR DEPARTMENTAL USE ONLY	
TRACT/PARCEL MAP NO.:	_____
DATE FILED:	_____
FILING FEE:	_____
RECEIPT NO.:	_____
APPLICATION COMPLETE?	_____

Tentative Parcel Map Application (Cont.)



11200 Telechron Ave., Whittier, CA 90605 / (562) 944-6231

BOARD OF TRUSTEES  
Elias Alvarado  
Jan Baird  
Sylvia V. Macias  
Deborah Pacheco  
Francisco 'Javi' Santana

CENTRAL ADMINISTRATION  
Dr. Gary Gonzales, Superintendent  
Mark Kerlakous, Associate Superintendent, Business Services  
Martha Mestanza-Rojas, Associate Superintendent, Educational Services

PROPERTY OWNER(S) AUTHORIZATION FORM

AUTHORIZATION FOR AGENT TO ACT ON BEHALF OF LEGAL PROPERTY OWNER

I/WE, the owners of the subject property, APN: 8026-008-903 and 8026-008-900, authorize **STORM PROPERTIES, INC.** and its employees to act in my/our behalf in all manners relating to CITY OF SANTA FE SPRINGS for the above listed subject property. This authorization is valid until further written notice from me/us, the owners.

Dated this 12<sup>th</sup> day of OCTOBER, 2017

Owner:

South Whittier School District

By: 

Print Name: Mark Kerlakous

Title: Associate Superintendent, Business Services

**Public Hearing Notice**

**FILE COPY**



11710 Telegraph Road - CA 90670-3679 (562) 868-0511 Fax (562) 868-7112 [www.santafesprings.org](http://www.santafesprings.org)

*"A great place to live, work, and play"*

**CITY OF SANTA FE SPRINGS  
NOTICE OF PUBLIC HEARING  
TENTATIVE PARCEL MAP NO. 78240  
GENERAL PLAN AMENDMENT CASE NO. 27  
ZONE CHANGE CASE NO. 137  
DEVELOPMENT PLAN APPROVAL CASE NO. 935  
CONDITIONAL USE PERMIT CASE NO. 785  
CONDITIONAL USE PERMIT CASE NO. 786  
& ENVIRONMENTAL DOCUMENTS**

**NOTICE IS HEREBY GIVEN:** that a Public Hearing will be held before the City of Santa Fe Springs Planning Commission for the following:

**TENTATIVE PARCEL MAP CASE NO. 78240:** A request for approval to allow the approximately 12.98-acre subject site to be subdivided into three (3) separate parcels measuring 274,799 sq. ft. (Parcel 1), 223,416 sq. ft. (Parcel 2), and 59,813 sq. ft. (Parcel 3) for property located at 13300 Lakeland Road (APN: 8026-008-903), within the PF, Public Facilities, and proposed R-3-PD, Multiple Family Residential – Planned Development, Zones.

**GENERAL PLAN AMENDMENT CASE NO. 27:** A request for approval to amend the Land Use Map of the City's General Plan for properties located on the west side of Carmenita Road, approximately 650 feet south of Lakeland Road, from the existing land use designation of Public Facilities to Multiple Family Residential.

**ZONE CHANGE CASE NO. 137:** A request for approval to change the zoning designation for properties located on the west side of Carmenita Road, approximately 650 feet south of Lakeland Road, from PF (Public Facilities) to R-3-PD (Multiple Family Residential – Planned Development).

**DEVELOPMENT PLAN APPROVAL CASE NO. 935:** A request for approval to allow the construction of a new 128-unit gated apartment complex and appurtenant improvements at 11201 – 11313 Carmenita Road, within the proposed R-3-PD, Multiple Family – Planned Development, Zone.

**CONDITIONAL USE PERMIT CASE NO. 785:** A request for approval to allow the operation and maintenance of a new 128-unit gated apartment complex and appurtenant improvements (totaling approximately 174,201 sq. ft.) on property located at 11201 – 11313 Carmenita Road, within the R-3-PD, Multiple Family Residential – Planned Development, Zone.

**CONDITIONAL USE PERMIT CASE NO. 786:** A request for approval to allow the operation, and maintenance of a preschool use located at 11325 Carmenita Road, within the proposed R-3-

Jay Sarno, Mayor • Juanita Trujillo, Mayor Pro Tem  
City Council  
Richard J. Moore • William K. Rounds • Joe Angel Zamora  
City Manager  
Raymond R. Cruz

## Public Hearing Notice

PD, Multiple Family Residential – Planned Development, Zone.

**ENVIRONMENTAL DOCUMENTS:** A request for approval of the proposed Mitigated Negative Declaration with traffic study related to the proposed project, within the PF, Public Facilities, and proposed R-3-PD, Multiple Family Residential – Planned Development, Zones.

**APPLICANT / PROJECT LOCATION:** Storm Properties, Inc. / (APN: 8026-008-903)

**CEQA STATUS:** Upon review of the proposed project, staff has determined that additional environmental analysis is required to meet the requirements of the California Environmental Quality Act (CEQA). The applicant has since retained Marc Blodgett of Blodgett and Associates to prepare the necessary CEQA documents. Staff is currently working with the applicant's CEQA consultant on finalizing the Initial Study and subsequent Mitigated Negative Declaration. The draft CEQA documents have been finalized and thus, an NOI (Notice of Intent) to adopt the Mitigated Negative Declaration was prepared and thereafter posted in the LA County Recorder's Office to initiate the mandatory 20-day public review period. The mandatory 20-day public review period began on February 20, 2018 and ended on March 10, 2018. Additionally, the project site is not listed on the Hazardous Waste and Substance Site List (Cortese List) as set forth in Government Code Section 65962.5.

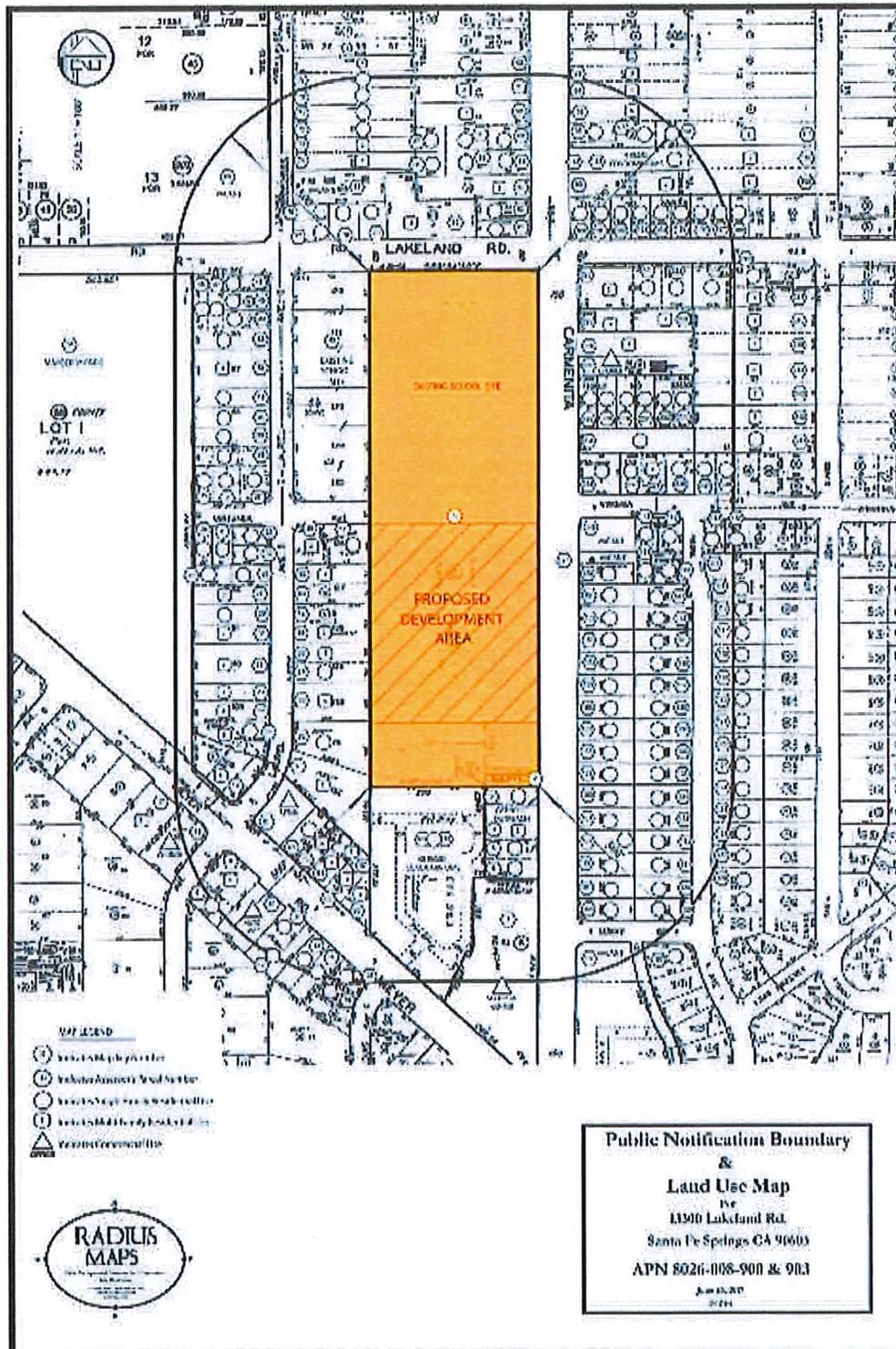
**THE HEARING** will be held before the Planning Commission of the City of Santa Fe Springs in the Council Chambers of the City Hall, 11710 Telegraph Road, Santa Fe Springs, on Monday, April 9, 2018 at 6:00 p.m.

**ALL INTERESTED PERSONS** are invited to attend the Public Hearings and express opinions upon the items listed above. If you challenge the nature of this proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City of Santa Fe Springs City Clerk, Planning Commission or City Council at, or prior to, the Public Hearing.

**FURTHER INFORMATION** on this item may be obtained at the City of Santa Fe Springs Planning Department, 11710 Telegraph Road, Santa Fe Springs, California 90670 or by telephone or e-mail: (562) 868-0511, extension 7353, [VinceVelasco@santafesprings.org](mailto:VinceVelasco@santafesprings.org).

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

### Radius Map



**CITY OF SANTA FE SPRINGS**  
**RESOLUTION NO. 70-2018**

**A RESOLUTION OF THE PLANNING COMMISSION OF  
THE CITY OF SANTA FE SPRINGS REGARDING  
TENTATIVE PARCEL MAP NO. 78240.**

WHEREAS, a request was filed for Tentative Parcel Map No. 78240 to allow the approximately 12.81-acre subject site to be subdivided into three (3) separate parcels measuring 274,799 sq. ft. (Parcel 1), 223,416 sq. ft. (Parcel 2), and 59,813 sq. ft. (Parcel 3) on the subject PF (Public Facilities) and proposed R-3-PD (Multiple Family Residential – Planned Development) zoned property; and

WHEREAS, the subject property is located at 13300 Lakeland Road, in the City of Santa Fe Springs, with an Accessor's Parcel Number of 8026-008-903, as shown in the latest rolls of the County of Los Angeles Office of the Assessor; and

WHEREAS, the property owner is South Whittier School District, 11200 Telechron Avenue, Whittier, CA 90605; and

WHEREAS, the proposed Tentative Parcel Map No. 78240 is considered a project as defined by the California Environmental Quality Act (CEQA), Article 20, Section 15378(a); and

WHEREAS, based on the information received from the applicant and staff's assessment, the City caused to be prepared and proposed to adopt an Initial Study/Mitigated Negative Declaration (IS/MND); and

WHEREAS, the City of Santa Fe Springs Planning and Development Department on March 29, 2018 published a legal notice in the *Whittier Daily News*, a local paper of general circulation, indicating the date and time of the public hearing, and also mailed said public hearing notice on March 29, 2018 to each property owner within a 500 foot radius of the project site in accordance with state law; and

WHEREAS, the City of Santa Fe Springs Planning Commission has considered the application, the written and oral staff report, the General Plan and zoning of the subject property, the testimony, written comments, and other materials presented at the public hearing; and

WHEREAS, the City of Santa Fe Springs Planning Commission conducted a duly noticed public hearing on April 9, 2018, at which time it received public testimony concerning Tentative Parcel Map No. 78240.

NOW, THEREFORE, be it RESOLVED that the PLANNING COMMISSION of the CITY OF SANTA FE SPRINGS does hereby RESOLVE, DETERMINE and ORDER AS FOLLOWS:

#### SECTION I. ENVIRONMENTAL FINDINGS AND DETERMINATION

The project involves the construction and operation of a new 128-unit apartment complex within a 5.13-acre (223,416 sq. ft.) site. The construction of the proposed residential development is considered a project under the California Environmental Quality Act (CEQA) and, as a result, the project is subject to the City's environmental review process. The environmental analysis provided in the Initial Study indicated that the proposed project will not result in any significant adverse immitigable impacts on the environment, therefore, the City required the preparation and adoption of a Mitigated Negative Declaration (MND) for the proposed Project. The MND reflects the independent judgment of the City of Santa Fe Springs, and the environmental consultant, Blodgett/Baylosis Environmental Planning.

The Initial Study determined that the proposed project is not expected to have any significant adverse environmental impacts. The following findings can be made regarding the Mandatory Findings of Significance set forth in Section 15065 of the CEQA Guidelines based on the results of this Initial Study:

- The proposed project *will not* have the potential to degrade the quality of the environment.
- The proposed project *will not* have the potential to achieve short-term goals to the disadvantage of long-term environmental goals.
- The proposed project *will not* have impacts that are individually limited, but cumulatively considerable, when considering planned or proposed development in the immediate vicinity.
- The proposed project *will not* have environmental effects that will adversely affect humans, either directly or indirectly.

In addition, pursuant to Section 21081(a) of the Public Resources Code, findings must be adopted by the decision-maker coincidental to the approval of a Mitigated Negative Declaration, which relates to the Mitigation Monitoring Program. These findings shall be incorporated as part of the decision-maker's findings of fact, in response to AB-3180 and in compliance with the requirements of the Public Resources Code. In accordance with the requirements of Section 21081(a) and 21081.6 of the Public Resources Code, the City of Santa Fe Springs can make the following additional findings:

- A mitigation reporting or monitoring program will be required; and,
- An accountable enforcement agency or monitoring agency shall be identified for the mitigation measures adopted as part of the decision-maker's final determination.

A number of mitigation measures have been recommended as a means to reduce or eliminate potential adverse environmental impacts to insignificant levels. AB-3180

requires that a monitoring and reporting program be adopted for the recommended mitigation measures.

**SECTION II. TENTATIVE PARCEL MAP FINDINGS**

Pursuant to Section 154.07 of the Municipal Code, a tentative map shall not be approved unless the Planning Commission finds that the proposed subdivision, together with the provisions for its design and improvements, is consistent with the general plan as required by Section 66473.5 of the Subdivision Map Act. Additionally, the Planning Commission shall deny a tentative map if it makes any of the findings set forth in Sections 66474 and 66474.6 of the Subdivision Map Act.

A) *Section 66473.5 and Sections 66474(a) and (b) of the Subdivision Map Act require tentative maps to be consistent with the general plan and specific plans. The proposed Tentative Parcel Map, subject to the attached conditions, is in accordance with the Subdivision Map Act in that:*

1. Approval of the proposed Parcel Map would promote a number of Specific General Plan Goal and Policies as described in "Table 2" below:

Table 2  
General Plan Consistency Analysis

<u>Element</u>	<u>Policy</u>	<u>Project Consistency/Comment</u>
<u>Land Use</u>	Policy 5: Provide an environment to stimulate local employment, community spirit, property values, community stability, the tax base, and the viability of local business.	<b>Consistent:</b> The proposed apartment development will be priced at current market rates, resulting in increased property values for the surrounding community. Additionally, the residents of the proposed development will be in close proximity to several commercial businesses, located less than a mile north of the subject site.
	Goal 16.1: The predominant residential use should continue to be single-family detached dwellings at a density of approximately 8.7 dwelling units per gross acre. A greater variety of housing types, sizes, and costs is encouraged, however, including some townhomes and multi-family dwellings at densities not greater than twenty-five dwelling units per gross acre.	<b>Consistent:</b> The proposed apartment development will result in a density of 24.96 dwelling units per acre.
	Goal 17: Improve the appearance and attractiveness of the residential areas of the community.	<b>Consistent:</b> The proposed apartment development will bring high quality architecture to the area. Wrought iron and wood detailing creates texture, as well as, adds to a rich collection of

		materials. Design features include arched openings, shutters, and clay tile roof vents piercing the stucco, just below the gable peaks.
<b><u>Housing</u></b>	<b>Policy 2.1:</b> Provide adequate sites to facilitate the development of a range of residential development types in Santa Fe Springs which fulfill regional housing needs, including low density single-family uses, moderate density townhomes, and higher density apartments and condominiums.	<b>Consistent:</b> A Tentative Parcel Map is proposed to subdivide the property in order to allow for the construction of a higher density apartment development.
	<b>Policy 4.0:</b> Ensure that new housing is sensitive to the existing natural and built environment.	<b>Consistent:</b> The proposed apartment development will be surrounded by various and compatible single-family and multi-family residential uses on the south, east, and west sides of the subject property. Additional residential uses are located further north of Lakeland Road.
<b><u>Open Space</u></b>	<b>Policy 2.3:</b> Continue to promote the development of open space and recreational facilities within commercial, industrial, and residential developments.	<b>Consistent:</b> The proposed apartment development will include a fitness center, pool & spa, dog park, and a walking trail along the perimeter of the complex.
<b><u>Circulation</u></b>	<b>Policy 1.8:</b> Require that proposals for major new developments include a future traffic impact analysis which identifies measures to mitigate any identified project impacts, and adhere to the City's Congestion Management Plan.	<b>Consistent:</b> A Traffic Impact Analysis was prepared for the proposed apartment development.

2. The proposed parcel map, subject to the attached conditions, is compatible with the goals and objectives of the various elements of the City of Santa Fe Springs General Plan, and therefore, is in compliance with Government Code Sections 66473.5, and 66474(a) and (b).

B) *Sections 66474(c) and (d) of the Subdivision Map Act require the site to be physically suitable for the type of development and proposed density of development.*

1. In addition to the proposed parcel map, the applicant is concurrently seeking approval to allow for the existing zoning designation of PF, Public Facilities, to be changed to R-3-PD, Multiple Family Residential – Planned Development, for proposed Parcels 2 and 3, and to allow for the construction of a 128-unit gated apartment complex and appurtenant improvements. Parcel 1 will keep the existing PF, Public Facilities, zoning designation. Section 155.096 of the City's Municipal Code states that population density

in the R-3 Zone shall be controlled by the requirement of 2,000 square feet of lot area for each dwelling unit. Proposed Parcel 2 measures approximately 5.13-acres (223,416 sq. ft.), which would allow a maximum of 112 units in an R-3 zone. The proposed apartment development would construct 128 new residential units; 16 units more than the allowable maximum in the R-3 zone. Being that the proposed rezoning will incorporate a Planned Development Overlay, the site would be allowed flexibility to the development standards within the R-3 Zone. Land Use Element Goal 16.1 states that multiple family dwellings may have densities not greater than twenty-five (25) dwelling units per gross acre. With a Planned Development overlay, the proposed apartment development would result in 24.96 dwelling units per gross acre, therefore, meeting the requirements set forth in the City's Land Use Element.

- C) *Sections 66474(e) and (f) of the Subdivision Map Act require that the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat or is likely to cause serious public health concerns.*
1. The proposed subdivision is located in an urbanized area that does not contain habitats or would otherwise injure fish and wildlife. Additionally, as required by the California Environmental Quality Act (CEQA), an Initial Study (IS)/Mitigated Negative Declaration (MND) was prepared for the proposed apartment project. According to the IS/MND, the project is not expected to have any impacts on biological resources or cause serious public health problems.
- D) *Section 66474(g) of the Subdivision Map Act requires that the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.*
1. New easements for utility or roadways, if necessary, will be provided prior to final map approval. Moreover, no public easements are anticipated within the proposed subdivision.
- E) *In accordance with Government Code Section 66474.6, it has been determined that the discharge of waste from the proposed subdivision, subject to the attached conditions, into the existing sewer system will not result in a violation of the requirements prescribed by the Regional Water Quality Control Board in that the developer is required to comply with the IS/MND Mitigation Monitoring and Reporting Program, submit an erosion control plan and comply with the NPDES Best Management Practices during the grading and construction phases of the project.*

1. The project will meet all state and local ordinances and requirements including the California Regional Water Quality Control Board.
- F) *That the proposed subdivision shall be in accordance with Government Code Section 66473.1, entitled "Design of Subdivisions to provide for Future Passive or Natural Heating and Cooling Opportunities."*
1. Future Passive or Natural Heating and Cooling Opportunities will be incorporated with the proposed developments. To the extent feasible, staff will review the proposed developments to ensure that energy-saving devices or materials, including, but not limited to, insulation, double-pane windows, and high efficiency central heating and cooling systems will be incorporated.

### SECTION III. PLANNING COMMISSION ACTION

The Planning Commission hereby adopts Resolution No. 70-2018 to approve Tentative Parcel Map No. 78240 to allow the approximately 12.81-acre subject site to be subdivided into three (3) separate parcels measuring 274,799 sq. ft. (Parcel 1), 223,416 sq. ft. (Parcel 2), and 63,473 sq. ft. (Parcel 3) for property located at 13300 Lakeland Road, and approve and adopt the proposed Initial Study/Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program (IS/MND/MMRP), subject to conditions attached hereto as Exhibit A

ADOPTED and APPROVED this \_\_\_\_\_ day of April, 2018 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS.

ATTEST:

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Gabriel Jimenez, Chairperson

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Teresa Cavallo, Planning Secretary

## **Exhibit A – Conditions of Approval**

### **ENGINEERING / PUBLIC WORKS DEPARTMENT:**

**(Contact: Robert Garcia 562-868-0511 x7545)**

1. Final parcel map checking of \$4,824 plus \$285 per parcel shall be paid to the City. Developer shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.
2. The applicant shall provide at no cost to the City, one mylar print of the recorded parcel map from the County of Los Angeles Department of Public Works, P.O. Box 1460, Alhambra, CA 91802-1460, Attention: Bill Slenniken (626) 458-5131.

### **PLANNING AND DEVELOPMENT DEPARTMENT:**

**(Contact: Vince Velasco 562.868-0511 x7353)**

3. Provisions shall be made for appropriate television systems and for communication systems, including, but not limited to, telephone and internet services. Appropriate cable television systems, as used, means those franchised or licensed to serve the geographical area in which the subdivision is located.
4. That the Final Map to be recorded with the Los Angeles County Recorder shall substantially conform to the Tentative Parcel Map submitted by the applicant and on file with the case.
5. Currently, the County of Los Angeles Department of Public Works is utilizing a computerized system to update and digitize the countywide land use base. If the parcel map is prepared using a computerized drafting system, the applicant or their civil engineer shall submit a map in digital graphic format with the final Mylar map to the County of Los Angeles Department of Public Works for recordation and to the City of Santa Fe Springs Department of Public Works for incorporation into its GIS land use map. The City of Santa Fe Springs GIS Coordinate System shall be used for the digital file.
6. That Tentative Parcel Map No. 78240 shall expire 24 months after Planning Commission approval, on March 12, 2019, except as provided under the provisions of California Government Code Section 66452.6. During this time period the final map shall be presented to the City of Santa Fe Springs for approval. The subdivision proposed by Tentative Parcel Map No. 78240 shall not be effective until such time that a final map is recorded.
7. That as a condition for approval for Tentative Parcel Map No. 78240, the "Subdivider," Storm Properties, 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 concerning the subdivision when action is brought within the time period provided for in Government Code, Section 66499.37. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify subdivider of such claim, action or proceeding and shall cooperate fully in the defense thereof.

8. That all other requirements of the City's Zoning Regulations, Building Code, Property Maintenance Ordinance, State and City Fire Code and all other applicable County, State and Federal regulations and codes shall be complied with.
9. That it is hereby declare to be the intent that if any provision of this Approval is violated or held to be invalid, or if any law, statute or ordinance is violated, this Approval shall be void and the privileges granted hereunder shall lapse.



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

May 23, 2019

## **NEW BUSINESS**

Slauson Avenue Overpass – Approval of Agreement with the County of Los Angeles

### **RECOMMENDATION**

That the City Council take the following actions:

- Approve the Agreement with the County of Los Angeles for the construction and maintenance of the Slauson Avenue Overpass; and
- Authorize the Mayor to execute the Agreement.

### **BACKGROUND**

The County of Los Angeles (County) has undertaken the project of seismic retrofitting the Slauson Avenue Overpass (Project). The agreement with the County is necessary in order to construct, maintain and fund the Overpass.

### **LEGAL REVIEW**

The City Attorney's office has reviewed the agreement.

### **FISCAL IMPACT**

The County is the lead agency for the Project, with a total projected cost estimated at approximately \$3,216,000. The City of Santa Fe Springs' original share for the Project was \$14,000, for jurisdictional ownership of approximately thirty-one percent (31.33%) of the bridge.

Usually, for this type of project, the City would be responsible for approximately 31.33% of the project costs (\$420,945). City staff has argued that cities' should not be responsible for the Preliminary Engineering costs for this project, which currently exceeds \$1 million dollars.

Furthermore, as a result of the delays and funding restrictions, the funding previously thought to be enough to cover the entire project is no longer enough.

Consequently, City staff negotiated with the County and agreed on a not-to-exceed share cost of \$61,700 to be the city's contribution to the Project and there is sufficient funding in the Utility User's Tax Capital Improvement Fund.

### **INFRASTRUCTURE IMPACT**

The seismic retrofit of the Slauson Avenue Overpass will bring the structure to current structural standards and will improve the safety and welfare of both vehicles and pedestrians that utilize the overpass.

  
Raymond R. Cruz  
City Manager

Attachment:  
Exhibit A: Agreement

Report Submitted By: Noe Negrete  
Director of Public Works

  
Date of Report: May 16, 2019

## AGREEMENT

THIS AGREEMENT (hereinafter referred to as AGREEMENT), made and entered into by and between the CITY OF SANTA FE SPRINGS, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the LOS ANGELES COUNTY, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## WITNESSETH

WHEREAS, Slauson Avenue is on the highway element of the CITY's General Plan and on COUNTY'S Highway Plan; and

WHEREAS, it is of general interest to CITY, the City of Pico Rivera, and COUNTY to improve safety and extend the service life of the Slauson Avenue over San Gabriel River bridge; and

WHEREAS, CITY, City of Pico Rivera, and COUNTY propose to seismically retrofit the bridge on the Slauson Avenue over San Gabriel River (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY, the City of Pico Rivera, and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY is further willing to administer PROJECT under the Federal Highway Bridge Program and/or Surface Transportation Program; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Three Million Two Hundred Sixteen Thousand and 00/100 (\$3,216,000.00) with Federal funding reimbursement estimated to be One Million Eight Hundred Thirty-nine Thousand Three Hundred Eleven and 00/100 Dollars (\$1,839,311.00); and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, the non-Federally reimbursable local agency portion of the COST OF PROJECT in the amount of not to exceed Sixty-one Thousand Seven Hundred and 00/100 Dollars (\$61,700.00), by depositing Sixty-one Thousand Seven Hundred and 00/100 Dollars (\$61,700.00) in cash; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq. of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated COUNTY areas.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering and certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way certification, utility engineering, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

(2) CITY AGREES:

- a. To finance LOCAL SHARE OF COSTS, the actual amount of which not to exceed Sixty-one Thousand Seven Hundred and 00/100 Dollars (\$61,700.00).
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, sufficient CITY funds to finance LOCAL SHARE OF COSTS (hereinafter referred to as CITY'S PAYMENT), in the amount not to exceed Sixty-one Thousand Seven Hundred and 00/100 Dollars (\$61,700.00). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. Upon request from COUNTY, to consent to COUNTY'S request for jurisdiction of the Slauson Avenue over San Gabriel River bridge as part of the County System of Highways for the limited purpose of constructing PROJECT.
- d. To grant to COUNTY, at no cost to COUNTY, permission to occupy public roads in the CITY and any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- e. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT subject to obtaining CITY's approval as stated in Section 3.c on page 4.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in CITY streets

or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- h. Upon completion of PROJECT to accept full and complete ownership of PROJECT within CITY'S jurisdiction, and to operate and maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To apply for National Highway Performance Program and/or Surface Transportation Program funding to finance the Federally-reimbursable portion of COST OF PROJECT.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- e. To require construction contract to name CITY as an additional insured for the PROJECT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. If CITY'S PAYMENT as set forth in paragraph (2) b page 3, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S PAYMENT.
- b. That if CITY'S PAYMENT, as set forth in paragraph (4) a. on page 4, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified

in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.

- c. That if CITY'S PAYMENT, as set forth in paragraph (4) on page 4, on , is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- d. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified thirty (30) calendar days prior by written notice.
- e. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- f. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- g. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Raymond R. Cruz  
City Manager  
City of Santa Fe Springs  
11710 Telegraph Road  
P.O. Box 2120  
Santa Fe Springs, CA 90670-2120

COUNTY: Mr. Mark Pestrella  
Director of Public Works  
Los Angeles County  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- h. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- i. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Sections 9607(e) and 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- j. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under

or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

- k. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Sections 9607(e) and 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
  
- l. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
  
- m. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement No. 32080 between CITY and COUNTY, adopted by the Board on December 27, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SANTA FE SPRINGS on May 23, 2019, and by the LOS ANGELES COUNTY Board of Supervisors on \_\_\_\_\_, 2019.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy

CITY OF SANTA FE SPRINGS

By \_\_\_\_\_  
Juanita Trujillo, Mayor

ATTEST:

By \_\_\_\_\_  
Janet Martinez, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Ivy Tsai, Attorney



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

May 23, 2019

## **NEW BUSINESS**

Renewal of Underground Facilities License for Phibro-Tech, Inc.

### **RECOMMENDATION**

It is recommended that the City Council renew the Underground Facilities License for Phibro-Tech, Inc. to operate a pressurized sewer line along Burke Street east of Dice Road.

### **BACKGROUND**

Phibro-Tech, Inc. (PTI) is a manufacturer of specialty chemicals used in several industries, including aerospace, electronics, agricultural, and metal finishing. PTI is also a Part B permitted Hazardous Waste Facility operating under a permit issued by the Department of Toxic Substances Control. The facility accepts inorganic hazardous wastes from other industries for the recovery of metals and the production of industrial chemicals. As part of plant activities, PTI operates a wastewater treatment plant that, under a joint permit between the City of Santa Fe Springs and the Sanitation District of Los Angeles County, discharges treated wastewater to the city's sewer system (Industrial Wastewater Discharge Permit No. 010342). This discharge is conveyed via an underground, 3-inch discharge pipe that exits the west side of the facility into the Union Pacific Railroad right-of-way, where it travels north and connects to the city's sewer line on Burke Street between Norwalk Boulevard and Dice Road. This discharge pipe constitutes a critical part of PTI's operation, without which, plant operations would be forced to stop.

The proposed renewal of the Underground Facilities License would permit PTI to operate and maintain the pressurized sewer line along the south side of Burke Street to its connection with the City sewer system. The provisions of the Underground Facilities License include the following:

1. The term of the license will be ten (10) years.
2. The annual license fee as proposed will be computed by multiplying the sum of four cents times the nominal internal diameter of the pipe expressed in inches, times the number of linear feet of the pipe within the public right-of-way. The total fee will be \$14 per year.
3. The City reserves the right to revise the annual license fee following one year's written notice to PTI.
4. PTI is required to maintain liability insurance consistent with City requirements and name the City as an additional insured.

### **LEGAL REVIEW**

The City Attorney's office has reviewed the amendment.

Report Submitted By:

Noe Negrete  
Director of Public Works

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

Date of Report: May 16, 2019

**FISCAL IMPACT**

None

**INFRASTRUCTURE IMPACT**

The underground facility license includes a provision for relocation of the pipeline due to any conflict with any proposed city-owned utility or due to the change of grade, alignment or width of Burke Street.

  
For Raymond R. Cruz  
City Manager

**Attachment:**

Exhibit A: Amendment

Exhibit B: Underground Facility License Agreement

**EXHIBIT "A"**

**THE CITY OF SANTA FE SPRINGS  
UNDERGROUND FACILITY LICENSE AGREEMENT  
AMENDMENT NUMBER ONE**

This Amendment Number One ("Amendment") to the Underground Facility License Agreement ("Agreement") dated June 11, 2009, by and between Phibro-Tech, Inc. a California corporation (Contractor), and the City of Santa Fe Springs, a municipal corporation (City), is entered into by the parties with an effective date of June 11,, 2019.

1. Pursuant to the fourth paragraph on page one of the Agreement, the term of the Agreement is extended for ten years through June 11, 2029.

2. Except as amended herein, the terms and provisions of the Agreement shall remain in full force and effect.

The parties have caused this Amendment to be executed by and through their respective authorized officers.

CITY OF SANTA FE SPRINGS

PHIBRO-TECH, INC.

\_\_\_\_\_  
Juanita Trujillo, Mayor

\_\_\_\_\_  
President/Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT "B"**

Record and after recordation return to:  
Barbara Earl, City Clerk  
11710 Telegraph Road  
Santa Fe Springs, CA 90670



**UNDERGROUND FACILITIES LICENSE**

WHEREAS, PHIBRO-TECH, INC. has requested permission from the CITY OF SANTA FE SPRINGS to install and operate a 3" HDPE sewer pipeline within and along the south side of Burke Street to serve the property located at 8851 Dice Road; and

WHEREAS, the Director of Public Works has recommended that the City Council of the City of Santa Fe Springs allow the installation of said pipeline subject to the terms and conditions contained herein:

NOW, THEREFORE, the CITY OF SANTA FE SPRINGS, hereinafter referred to as "CITY" does hereby grant a license to PHIBRO-TECH, INC., hereinafter referred to as "COMPANY," as follows:

CITY hereby grants to COMPANY a license for a period of 10 (ten) years, with said period commencing upon recordation of this license, to install and operate an underground conduit for sewer purposes in the location designated on Exhibit "A", attached hereto, and by this reference, made a part hereof.

1. COMPANY shall, during the term of this license, pay to CITY, in lawful money of the United States, and in the manner provided by law, an annual license fee computed by multiplying the sum of four cents (\$.04) times the nominal internal diameter of the pipe, expressed in inches, times the number of lineal feet of such pipe within the public streets, ways, alleys, or other public places within CITY. In the event that such payment is not made, the City Council of CITY may declare this license forfeited. CITY reserves the right, upon one year's written notice to the COMPANY, to revise the foregoing annual fee to any fee or fee basis which is then allowable under the laws of the State of California and of the CITY. If the fee as determined by the CITY is unacceptable to COMPANY, COMPANY shall have the right, upon six months advance written notice to CITY, to terminate this license. Any such change shall be prospective in operation.
2. The first payment of the annual license fee shall be paid by the COMPANY to CITY upon recordation of this license agreement and the date of recordation will become the annual date when payment of the annual license during the term of this license is due.

3. Precise location of facilities and technical specifications and requirements for all work done within any public street shall be per approved plans and to the satisfaction of the City Engineer and the Fire Chief, and in accordance with all applicable ordinances, regulations and standards of CITY.
4. COMPANY shall, during the term of this license, maintain for the benefit of CITY a policy of public liability and to confirm that is consistent with the company's insurance program property damage insurance, in amount of not less than [\$250,000/\$500,000/\$1,000,000], naming CITY as an additional assured, to the satisfaction of the City Attorney, and protecting CITY against any liability whatsoever, direct or indirect, arising out of the exercise by COMPANY of the privileges granted by this permit. This insurance must be renewed annually.
5. COMPANY shall defend, indemnify and hold harmless CITY, its officers, employees and agents, against any loss or liability of any nature, arising from or related to the subject license, except to the extent that such loss or liability is caused by the negligent or willful acts or omissions of CITY, its officers, employees or agents. Such obligation shall survive the expiration of the subject license.
6. COMPANY shall not sell, transfer, assign or lease this license to any other party without the written consent of CITY (which consent shall not be unreasonably withheld or delayed), and any such action by COMPANY without the approval of CITY shall constitute a forfeiture of this license.
7. COMPANY agrees to relocate said pipeline, or any portion thereof, and bear the full cost thereof, should CITY reasonably determine that relocation is needed to accommodate the installation or modification of any City-owned underground facility, or any such facility owned by another public utility.
8. Should any portion of any public street subsequently be damaged by reason of facilities installed or operated under this license, COMPANY shall, at COMPANY expense, repair such damage to the reasonable satisfaction of the Director of Public Works.
9. In the event COMPANY ceases operation at the location stated above for more than 180 consecutive days, this license shall be forfeited and all facilities installed under this license shall be considered abandoned, unless otherwise approved by CITY, which approved shall not be unreasonably withheld or delayed.
10. This license agreement contains the entire agreement between the CITY and the COMPANY with respect to the subject matter hereof, superseding all previous communications and negotiations, and no representation, undertaking, promise or condition concerning the subject matter hereof shall be binding upon the COMPANY unless clearly expressed in this license agreement.

Phibro-Tech, Inc.

4

By: W D Glover  
PHIBRO-TECH, INC.

8851 Dice Road, SFS CA 90670  
ADDRESS

CITY OF SANTA FE SPRINGS

By: [Signature]  
MAYOR

DATE

ATTEST:

[Signature]  
CITY CLERK

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY



6

**CERTIFICATE OF ACKNOWLEDGMENT**

State of New Jersey )

)ss

County of Bergen, )

On June 24, 2009 before me, Jennifer Cohen, Notary Public in and for said county, personally appeared David C. Storbeck who has satisfactorily identified himself as the signer or/witness to the above-referenced document.

*(Affix Notary Stamp Here)*

My Commission Expires 05/07/2012

*Jennifer Cohen*  
(Notary Signature)

6/24/09  
(Date)

**JENNIFER COHEN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 7, 2012  
ID # 2287450**



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 14

May 23, 2019

## **NEW BUSINESS**

Assessor's Parcel Number: 8007-001-909 – Purchase and Sale Agreement

### **RECOMMENDATION**

That the City Council take the following actions:

- Approve the Purchase and Sale Agreement to sell Assessor' Parcel Number: 8007-001-909 to Mr. and Mrs. Rosalez for the sale price of \$256,000; and
- Authorize the Mayor to execute the Purchase and Sale Agreement and Grant Deed.

### **BACKGROUND**

The City Council, at their March 14, 2019, meeting, directed staff to implement an action plan to sell the former "Camp Fire Girls Parcel," Assessor's Parcel Number: (APN) 8007-001-909, to Mr. and Mrs. Rosalez, current owners of Horizon Nursery and City residents.

City staff implemented the following action plan directed by the City Council:

1. Request an updated Restricted Appraisal Report from an independent appraiser that established a value and sale price of \$256,000 for above-referenced parcel.
2. Prepare a legal description and exhibit for the Title Report and conveyance of the Grant Deed.
3. Request the City Attorney to prepare the Purchase and Sale Agreement that includes a provision to share all fees equally between the Buyer and City.

On May 13, 2019, the Planning Commission adopted Resolution No.123-2019 which incorporated the Commission's finding that the sale of Parcel No. APN 8007-001-909 conforms to the provisions of the City's General Plan.

### **LEGAL REVIEW**

The City Attorney's office prepared the Purchase and Sale agreement.

### **FISCAL IMPACT**

The sale of APN 8007-001-909 will provide the City's General Fund with additional revenue from the sale of a parcel that was acquired at no cost to the City through a court order.

### **INFRASTRUCTURE IMPACT**

The sale of APN 8007-001-909 will eliminate the potential risk and liability of a relatively isolated City-owned parcel adjacent to the San Gabriel River. Along with the fact that as a result of the parcel's topography and the Planning Department's zoning requirement, development of this parcel is significantly limited.

Attachment:

Exhibit A: Purchase and Sale Agreement

*For*   
Raymond R. Cruz  
City Manager

Report Submitted By: Noe Negrete  
Director of Public Works

Date of Report: May 16, 2019

**PURCHASE AND SALE AGREEMENT AND  
ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Escrow Instructions ("Agreement"), dated this 23rd day of May, 2019, is entered into by and between the City of Santa Fe Springs, a municipal corporation ("Seller"), and Mr. Rafael Rosalez and Mrs. Evangelina Rosalez, a married couple ("Buyer").

**RECITALS**

A. Seller is the owner of that certain real property ("Property"), Assessor's Parcel Number 8007-001-909 more particularly described in the attached Exhibit "A" incorporated herein by this reference.

B. Seller is a public entity with the power to sell real property. Buyer desires to purchase property from the seller.

C. As a consequence of the foregoing, Buyer has agreed to purchase Seller's Property and Seller has agreed to convey it to Buyer pursuant to the following terms and conditions.

**AGREEMENT**

**ARTICLE I**

1.1 Sale and Purchase. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller "As Is" .

1.2 Purchase Price. In consideration of the Buyer's purchase of the Property, Buyer shall pay to Seller a total purchase price of Two Hundred Fifty Six Thousand Dollars (\$256,000.00) (the "Purchase Price").

1.3 Deposit. Seller shall deposit \$10,000.00 into escrow no later than ten (10) business days after the opening of escrow. The remaining Purchase Price shall be paid at the close of escrow. Escrow Agent shall hold and invest the Deposit in an interest bearing account until close of escrow or earlier termination of this Agreement. The Deposit shall be applied and credited to the Purchase Price upon the close of escrow. In the event Buyer terminates this Agreement prior to expiration of the Inspection Period, the Deposit shall be returned to Buyer. In the event Buyer defaults hereunder or otherwise terminates this Agreement after expiration of the Inspection Period, the Deposit shall constitute liquidated damages as set forth hereinafter.

1.4 Condition of Title. At Closing, Seller shall convey to Buyer fee simple title to the Property subject only to the following matters (the "Permitted Exceptions"): (1) all easements, restrictions, and covenants of record; (2) current, non-delinquent real property taxes; (3) all matters of title respecting the Property set forth in a Preliminary Title Report to which Buyer has not submitted a written objection as set forth in Section 3.4(a).

## ARTICLE 11

### REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Seller True and Correct. Seller hereby represents and warrants to Buyer that the following facts are true and correct as of the date hereof. The truth and accuracy of the following representations and warranties shall constitute a condition precedent to the Close of Escrow for the benefit of Buyer. These representations and warranties shall survive the Close of Escrow and the recording of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

(a) Power and Authority. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby, subject to approvals of other legal agencies as expressly set forth herein. The individuals executing this Agreement and the instruments referenced herein on behalf of the Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof. Furthermore, Seller warrants that it has good and marketable title to the Property.

(b) Requisite Action. All requisite action has been taken by Seller in connection with entering into this Agreement, to execute the instruments referenced herein, and the consummation of the transactions contemplated hereby.

(c) Validity. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally. Neither the execution and delivery of this Agreement and documents referenced herein, nor the consummation of the transactions contemplated herein, conflict with or result in the material breach of any terms or provisions of any contract, loan, or other agreement or instrument to which Seller is a party or affecting the Property. All consents, approvals and authorizations necessary for the execution of this Agreement and the consummation of the transactions contemplated herein by Seller, and within the control of Seller, have been or will be obtained. Seller has not sold, conveyed or entered into any contract for the sale of all or any portion of the Property or any rights incident thereto, nor do there exist any rights of first refusal or options to purchase the Property or any rights incident thereto.

(d) Recitals. The information contained in the Recitals is true and correct

(e) Lawsuits and Claims. To Seller's actual knowledge, without any duty of inquiry or investigation, there are no pending actions, lawsuits, claims or judicial, municipal or administrative proceedings affecting all or any portion of the Property or in which Seller is a party by reason of Seller's ownership of the Property. To Seller's knowledge, there are no threatened or contemplated actions, lawsuits, claims or proceedings, nor the existence of any facts which might give rise to such actions, lawsuits, claims or proceedings. During the Escrow period, Seller will not commence or defend any action with respect to the Property except upon such terms as are mutually acceptable to Seller and Buyer.

(f) Condition of Property. Seller will deliver the property at Close of Escrow in an "As Is" condition. To the best of Seller's knowledge, Seller has not received notice of any violation of applicable governmental regulations relating to the Property.

(g) Taxes and Assessments. Seller has provided to Buyer all relevant information in its possession concerning real property taxes and any special assessments or bonds which may be levied against the Property as a result of any existing public improvements or work, activities or improvements done to the Property by Seller.

(h) Hazardous Materials. To the best of Seller's knowledge, without any duty of inquiry or investigation, all operations or activities upon, or use or occupancy of the Property by Seller or any current occupant or user thereof are in compliance with all state, federal and local laws and regulations governing, or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether accidental or intentional) of any toxic or hazardous substances, materials or wastes, including, without limitation, any hazardous material (as such terms are commonly defined or employed in accordance with applicable federal, state or local laws, codes, ordinances, rules and regulations). To the best of Seller's knowledge, without any duty of inquiry or investigation, there is not present upon the Property, or on any portion thereof, underground storage tanks, any hazardous material or any structures, fixtures, equipment or other objects or materials containing any hazardous material in violation of any applicable environmental law.

(i) Leases and Contracts. To the best of Seller's knowledge, there are no oral or written leases, subleases, licenses, occupancies, or tenancies in effect pertaining to the Property, and no persons or entities occupy or have the right to occupy or use all or my portion of the Property. To the best of Seller's knowledge, except as disclosed by Seller to Buyer, there are no service or maintenance contracts, warranties, guarantees, bonds, insurance policies or other agreements (whether oral or written) which will affect or be obligations of Buyer or the Property after the Close of Escrow.

(j) Changes. Seller shall promptly notify Buyer of any material, adverse change in any condition with respect to the Property or of any event or circumstance which makes any representation or warranty of Seller under this Agreement untrue or any covenant of Buyer under this Agreement incapable or less likely of being performed, it being understood that Seller's obligation to provide notice to Buyer shall in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement.

(k) General Representation. No representation, warranty or statement of Seller in this Agreement or in any document, certificate of schedule prepared by Seller and to be furnished to Buyer pursuant to the terms of this Agreement contains any untrue statement of material fact. Except for the representations and warranties explicitly set forth above, Buyer hereby releases Seller, Seller's affiliates, officers, directors, partners, employees, and agents, and their respective heirs, successors, personal representatives and assigns, from and against any and all claims which Buyer may have and which arise out of or are in any way connected with this Agreement and the Property, including, without limitation, every physical and environmental

condition of the Property. BUYER EXPRESSLY WAIVES ITS RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE SECTION 1542 AND UNDER ANY PROVISION OF LAW THAT PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT BUYER DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MUST HAVE MATERIALLY AFFECTED ITS AGREEMENT TO RELEASE SELLER. BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT BUYER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO BUYER MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CLAIMS WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND BUYER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION, AND THAT BUYER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT SELLER FROM ANY SUCH UNKNOWN CLAIMS, AND THAT SUCH WAIVERS AND RELEASES FORM A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY BUYER IN EXCHANGE FOR SEI I ER'S PERFORMANCE UNDER THIS AGREEMENT. BUYER HAS CONSULTED WITH LEGAL COUNSEL CONCERNING THE EFFECTS OF THIS WAIVER AND RELEASE ON BUYER'S RIGHTS AND REMEDIES RELATED TO THE PROPERTY.

Initials:                      Buyer: \_\_\_\_\_                      Seller: \_\_\_\_\_

2.2. Representations of Buyer. Buyer has the full authority and power to comply with all of its obligations set forth in this Agreement and hereby represents and warrants to Seller that all facts are true and correct.

### ARTICLE III

#### COVENANTS OF SELLER AND BUYER AND INSPECTION PERIOD

3.1 License to Enter. Seller hereby agrees that Buyer and/or its agents, representatives, contractors and subcontractors may, following the open of escrow and prior to the close of escrow, conduct its own reasonable engineering studies, environmental assessment, soil and compaction tests and other tests and studies on the Property provided that (i) such activities do not impair the drainage of the Property; and (ii) Buyer shall be responsible for any damage caused thereby to the Property. Buyer shall be responsible for any liability, cost, claim, damage or injury caused by such entry and shall keep the Property free of any and all liens arising therefrom. Buyer shall indemnify and hold Seller harmless and defend Seller from and against such liability, loss, judgment, cost, claim, damage or injury, including but not limited to attorneys' fees and costs, arising out of or in connection with entry or testing on the Property by Buyer or its agents, representatives, contractors or subcontractors.

3.2 Inspection Review Period. Buyer shall have a period of seventeen (17) days from the opening of escrow or receipt of all reports whichever is later ("Inspection Review Period"), to approve at its sole discretion, the following, which shall be provided by Seller to Buyer within five (5) business days from opening of escrow, and include, but not be limited to:

- (1) Preliminary Title Report and related underlying documents.
- (2) Tentative Parcel Map
- (3) Hazardous Substance Condition Report
- (47) Size and description of the property.

Additionally, any or all items requested above that are in the Seller's possession shall be submitted to Buyer for its review.

3.3 Property Condition. Buyer shall inspect the Property during the Inspection Review Period. Should Buyer determine that there are any defects, Seller may, at its sole option, provide a credit to the purchase price in an amount sufficient to repair the defects. Otherwise, the Property will be sold "As is" with Seller making no additional representations or warranties concerning the Property

3.4 Buyer's Conditions and Inspection Period. Buyer shall complete its investigation of the Property by the end of the Inspection Review Period. If each and every one of the conditions precedent are not completely satisfied or waived by Buyer on and as of the respective time frames set forth for each condition, Buyer may terminate this Contract as set forth below, prior to the expiration of the Inspection Period. If Buyer fails to notify Seller of its waiver or satisfaction of each of the conditions listed below within the designated Inspection Review Period, such conditions shall be deemed waived. During the Inspection Review Period, Buyer shall complete the following to its satisfaction:

(a) Title. Buyer shall complete its examination of the title to the Property during the Inspection Review Period. As part of this examination, Buyer shall obtain, a title insurance commitment and/or title search ("Title Report") issued by the Title Company, which is licensed to issue and write title insurance policies in the State of California, showing Seller's title to the Property. Buyer shall notify Seller in writing of any objections or defects to the Title Report ("Title Notice"). Buyer's failure to deliver Title Notice within the Inspection Review Period shall be deemed approval thereof. If Buyer delivers Title Notice containing any such objections or defects, then Seller, within ten (10) business days after receipt of such notice, shall either elect: (i) to cure any such defects or (ii) to promptly attempt to cure any such defects before closing of escrow. Seller's failure to send written notice to Buyer within such ten (10) business day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects Buyer shall elect as its sole remedy to either: (i) terminate this Contract by giving written notice thereof to Seller, in which event: (a) this Contract shall thereupon be of no further force and effect; (b) no party hereto shall have any further rights, duties or obligations hereunder; and (c) Seller shall instruct the Title Company to return the Deposit to Buyer; or (ii) accept the Title to the Property subject to the defects without adjustment to the Purchase Price and proceed to closing of escrow as set forth herein.

(b) Environmental Investigation. Buyer may at its sole option and expense, perform such environmental audits, testing and sampling of the Property as it, in its sole discretion, deems necessary to determine the environmental condition of the Property. Buyer shall conclude that the

environmental condition of the Property shall not subject Buyer to potential claims because of the environmental condition of the Property, or require that Buyer incur expense to remediate, or abate any contamination of the Property, or remove any underground storage tanks, petroleum product lines, asbestos or asbestos containing materials, septic tanks or other like containers or pipes from the Property. Buyer shall defend and indemnify Seller for any damage, injury, release, loss, expense, claim, or suit which arises from any environmental audits, testing and/or sampling of the Property conducted by or at the request of Buyer pursuant to this provision.

## ARTICLE IV

### ESCROW

4.1 Agreement to Constitute Escrow Instructions. This Agreement together with any General Provisions of Escrow Holder (the "General Provisions") collectively shall constitute escrow instructions and a copy hereof shall be deposited, with Escrow Holder for this purpose. In the event of any inconsistency between the terms of the General Provisions and this Agreement, the provisions of this Agreement shall prevail to the extent of any such inconsistency.

4.2 Escrow Holder. The Escrow (the "Escrow") shall be with a company selected by Buyer.

4.3 Opening of Escrow. Escrow shall open on the date on which a copy of this Agreement, properly executed by the parties hereto, has been deposited with Escrow Holder (the "Opening of Escrow"), which copy the parties hereto agree shall be delivered to Escrow Holder immediately following execution. Escrow Holder shall notify the parties immediately upon receipt of a copy of this Agreement as so executed as to the date of the Opening of Escrow

4.4 Close of Escrow. The Closing shall occur not later than forty five (45) days following Opening of Escrow (the "Scheduled Closing Date"), unless extended by mutual written agreement of the parties. For purposes of this Agreement, the terms "Closing Date" and the "Close of Escrow" mean the date on which the Closing occurs and the term "Closing" means the recordation of the Grant Deed.

4.5 Certain Obligations.

(a) In addition to any other obligations contained in this Agreement, Buyer shall have deposited the Deposit into Escrow as required pursuant to Section 1.3 or before the time set forth in such section.

(b) Not later than one (1) business day prior to the Schedule Closing Date, Buyer shall deposit into Escrow:

(i) The total Purchase Price, less the Deposit, as provided in Section 1.3, in cash or by wire transfer.

(ii) All other sums and documents required by Escrow Holder to be deposited by Buyer to carry out this Escrow.

4.6 Certain Obligations of Seller. In addition to any obligations contained in this Agreement, not later than one (1) business day prior to the Scheduled Closing Date, Seller shall deposit with Escrow Holder: (a) A Grant Deed in the Title Company's usual form, duly executed, acknowledged and in recordable form conveying Seller's interests in the Property to Buyer (the "Grant Deed"), (b) All other sums and documents required by Escrow Holder to be deposited by Seller to carry out this Escrow.

4.7 Conditions to Seller's Obligation to Sell. Seller's obligation to sell the Property is expressly conditioned upon each of the following:

(a) Buyer shall have deposited with Escrow Holder all sums and documents required pursuant to Section 4.5.

(b) Buyer shall have timely PERFORMED each obligation and covenant of Buyer required pursuant to this Agreement.

(c) All representations and warranties of Buyer hereunder are materially true and correct.

4.8 Conditions to Buyer's Obligation to Buy. Buyer's obligation to buy the Property is expressly conditions upon each of the following:

(a) Seller shall have deposited with Escrow Holder all sums and documents required pursuant to Section 4.6.

(b) Seller shall have timely performed each obligation and covenant of Seller required pursuant to this Agreement.

(c) Escrow Holder holds for issuance the Title Policy (as hereinafter defined).

(d) All representations and warranties of Seller hereunder are materially true and correct.

(e) No material adverse change shall have occurred to the condition of the Property or the improvements thereon.

4.9 Title Policy. Escrow Holder is hereby instructed to deliver to Buyer through Escrow a standard owner's policy of title insurance dated the date and time of Closing with liability in the amount of the Purchase Price (the "Title Policy"). The Title Policy shall insure Buyer (or its nominee) as owner of good, marketable and indefeasible fee title to the Property subject only to (I) the standard printed title company exceptions and (ii) the Permitted Exceptions and any other exceptions approved, by or created by Buyer. Buyer shall have the right to obtain extended coverage at its own cost.

4.10 Recordation of the Grant Deed and Delivery of Funds. Upon receipt of the documents and sums described in this Article IV, Escrow Holder shall cause the Grant Deed to be recorded (with documentary transfer tax information to be affixed after recordation) in the office of the County Recorder of San Bernardino County, California, and shall deliver the proceeds of the Escrow less appropriate charges to Seller. A conformed copy of the recorded Grant Deed shall

be delivered to Buyer immediately following the Closing. All sums to be disbursed to Seller by Escrow Holder shall be by certified or cashier's check of Escrow Holder or by wire transfer if Escrow Holder is so advised by Seller.

(a) Proration. Real property taxes and any other assessment payment shall be prorated as of Close of Escrow.

(b) Costs of Escrow. Buyer and Seller shall each pay one-half of the following costs:

- (i) appraisal report (\$3,800);
- (ii) updated appraisal report (\$1,500);
- (iii) standard coverage title report (\$1,500 estimated);
- (iv) preparation of grant deed (\$720);
- (v) preparation and processing of tentative parcel map (\$9,873);
- (vi) documentary transfer tax (to be determined);
- (vii) preparation of this Purchase and Sale Agreement (to be determined)
- (viii) all other escrow fees (to be determined).

4.11 Broker's Commission. Buyer and Seller represent that they were not represented by a Broker.

4.12 Default. Time is of the essence in this Agreement and if Buyer or Seller (the "Defaulting Party") fails to deposit any of the amounts due pursuant to this Agreement, or to perform any other act when due, then the other party (the "Non-Defaulting Party") may initiate any of its rights under this Agreement, in law or in equity by notice in writing to the Defaulting Party and Escrow Holder. Should Buyer default, Seller shall be entitled to retain Buyer's deposit as liquidated damages. If the Defaulting Party has not fully cured the default within seven (7) calendar days after receipt of said notice by the Defaulting Party, Escrow Holder may be instructed by the Non-Defaulting Party to cancel this Escrow and the Non-Defaulting Party shall thereupon be released from its obligations under this Agreement.

4.13 Buyer's Remedies. Buyer and Seller agree that if the sale contemplated by this Agreement is not completed as herein provided solely by reason of any material default of Seller, Buyer's deposit shall be returned to Buyer, and Buyer shall have the right to pursue any remedy available at law or in equity for such default of Seller, including, without limitation, the specific performance of this Agreement.

4.14 Statement of Buyer and Seller Concerning Executory Terms. Buyer and Seller acknowledge that the consummation of the Escrow is contingent upon compliance with some or all of the executory terms and provisions this Agreement and that the parties hereto are the sale

persons or entities entitled and authorized to determine whether all executory terms and provisions required to be performed prior to the Close of Escrow have been satisfied or deemed satisfied prior to the close of Escrow. Accordingly, prior to the Closing Date, Buyer and Seller, shall each deposit with Escrow Holder a written statement acknowledging that all executory terms and provisions of this Agreement, insofar as the same relate to each party respectively and any obligation of Escrow Holder relating thereto, have been satisfied, deemed satisfied or waived. Deposit of such statement with Escrow Holder shall constitute each party's authorization to close Escrow.

4.15 Termination of Agreement. In the case of termination of this Agreement in accordance with its terms and cancellation of the Escrow (except for a Buyer's Default under which Seller would be entitled to retain Buyer's deposit as liquidated damages), all documents and funds (together with any interest accrued thereon) previously deposited into the Escrow shall be promptly returned to the depositing party by the person or entity then holding such documents and funds, and all rights and obligations of the parties existing hereunder shall thereafter terminate and be of no further force and effect except for the indemnification of Buyer in Sections 3.1, 3.4, and 4.12, all of which shall survive the termination of this Agreement

4.16 Escrow Cancellation Charges. In the event the event that this Escrow shall fail to close by reason of the default of either party hereunder, the defaulting party shall be liable for all Escrow cancellation charges. In the event that the Escrow shall fail to close for any other reason, each party shall be liable for one-half (1/2) of all Escrow cancellation charges.

4.17 Delay in Closing; Authority to Close. If Escrow Holder cannot close the Escrow on or before the scheduled Closing Date, it will, nevertheless, close the same when all conditions have been satisfied or waived, notwithstanding that one or more of such conditions has not been timely performed, unless after the Scheduled Closing Date and prior to the close of the Escrow, Escrow Holder receives a written notice to terminate the Escrow and this Agreement from a party who, at the time such notice is delivered, is not in default hereunder. The exercise of such right, and the return of moneys and documents, shall not affect the rights of the party not in default Permitted in this Agreement for the other party's breach of this Agreement. In addition, the giving of such notice, the failure to object to termination of the Escrow or the return of moneys and documents shall not affect the right of the other party to pursue other remedies permitted hereunder for the breach of the party who gives such notice.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

5.1 Incorporation of Exhibits. All exhibits attached hereto and referred herein are incorporated in this Agreement as though fully set forth herein.

5.2 Attorneys' Fees. In any legal proceeding between Buyer and Seller seeking enforcement of or attempting to construe any of the terms and provisions of this Agreement, or in connection with any of the property described herein, including, without limitation, insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party in such action

shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, without limitation, service of process, filing fees, court and court reporter costs, investigation costs, expert witness fees and the cost of any bonds, and reasonable attorneys' fees.

5.3 Notices. All Notices required or permitted by this Agreement shall be in writing and may be delivered in person (by hand delivery or professional messenger service) to either party or may be sent by registered or certified mail, with postage prepaid, return receipt requested or delivered by Express Mail of the U.S. Postal Service or Federal Express or any other courier services guaranteeing overnight delivery, charges prepaid, addressed as follows:

If to Seller at:

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

If to Buyer:

Mr. and Mrs. Rosalez  
9919 Cedardale Drive  
Santa Fe Springs, CA 90670

Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed in Los Angeles or Orange Counties with postage prepaid. Notices delivered by overnight service shall be deemed to have been given twenty-four (24) hours after delivery of the same, charges prepaid, to the U.S. Postal Service or private courier. Any notice or other document sent by any other manner shall be effective only upon actual receipt thereof. Any party may change its address for purposes of this Section by giving notice to the other party and to Escrow Holder as herein provided.

5.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

5.5 Assignment. This Agreement may not be assigned by either party without the express written consent of the other party first had and obtained. Except as provided in the preceding sentence, any assignment of delegation of rights, duties, or obligations hereunder made without the prior written consent of the other party or parties hereto shall be void and of no effect. No such assignment shall be deemed to relieve the assigning party from any liability or responsibility hereunder.

5.6 Relationship of the Parties. The relationship of the parties to this Agreement shall be solely that of Buyer and Seller, and nothing herein contained shall be construed otherwise.

5.7 Governing Law. This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the internal laws of the State of California.

5.8 Entire Agreement: Amendment. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters, shall be effective for any purpose. No provision of this Agreement may be modified, waived, amended or added to except if in writing and signed, by the party against which the enforcement of such modification, waiver, amendment or addition is or may be sought.

5.9 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties may require.

5.10 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

5.11 Severability. Any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void, against public policy, or otherwise unenforceable, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

5.12 Waiver. The waiver of any breach of any provision hereunder by Buyer or Seller shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof.

5.13 Further Assurances. Seller and Buyer each agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the sale or any other agreement contained herein in the manner contemplated hereby

5.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

5.15 Time of Essence. Time is of the essence in this Agreement as to all dates and time periods set forth herein.

5.16 Eminent Domain Proceedings. Seller shall promptly notify Buyer of any condemnation proceeding commenced prior to the Close of Escrow. If any such proceeding relates to or may result in the loss of any material portion of the Property, Seller or Buyer may, at its option, elect either to (i) terminate this Agreement, in which event all funds deposited into Escrow by Buyer or released to Seller shall be returned to Buyer, all instruments shall be returned to the respective parties who deposited the same, and neither party shall have any further rights or obligations hereunder except as provided in Section 4.15, or (ii) continue the Agreement in effect, in which event upon the Close of Escrow. Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding.

5.17 Recitals. The provisions of the recitals of this Agreement shall constitute operative and enforceable provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the dates set forth under their respective signature below, notwithstanding that this Agreement is dated for convenience and reference as of the date and year first written above.

SELLER:

BUYER:

CITY OF SANTA FE SPRINGS,  
a municipal corporation

MR AND MRS. ROSALEZ,  
a married couple

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_

Dated: May \_\_\_\_, 2019

By: \_\_\_\_\_

Dated: May \_\_\_\_, 2019

Approved as to Form:

\_\_\_\_\_  
Ivy Tsai  
City Attorney

## EXHIBIT "A"

### LEGAL DESCRIPTION

That portion of Lot 2 of Agriculture Ditch and Water Company Land, in the City of Santa Fe Springs, County of Los Angeles, State of California, as per map filed in Book 13, Page 158 of Maps, in the office of the County Recorder of said County, lying Southeasterly of a line that is parallel with and distant 168 feet Easterly measured at right angles, from the Easterly line of the land described as Parcel 222 in the final Decree of Condemnation for Flood Control Purposes, entered in Superior Court, Los Angeles County Case No. 563499, a certified copy thereto having been recorded in Book 34936, Page 326 of Official Records of said County.

Except therefrom that portion of said land lying Easterly of the following described lines:

Beginning at the Northeast corner of Lot 15 of Tract No. 17003, as shown on map filed in Book 498, Pages 49 and 50 of Maps, in the office of the County Recorder of said County, said corner being a point on a curve in the Westerly line of Longworth Avenue, said curve being shown on said map as being concave Easterly and having a radius of 170.00 feet, a radial line through said point having a bearing of North 61°34'03" West; thence along a line tangent to said curve at said point North 28°25'57" East 142.35 feet; thence North 19°52'05" West 20.04 feet to the Northeasterly line of said Lot 2.

Also except therefrom that portion of Lot 2 of Agriculture Ditch and Water Company Land, in the City of Santa Fe Springs, County of Los Angeles, State of California, as per map filed in Book 13, Page 158 of Maps, in the office of the County Recorder of said County, described as follows;

Commencing at the most Northerly Northwest corner of Lot 43, as shown on a map of Tract No. 18666, in the City of Santa Fe Springs, County of Los Angeles, State of California, as per map filed in Book 475, Pages 1 to 3, inclusive, in the office of the County Recorder of said County; thence South 89°19'55" West 33.00 feet along the Westerly prolongation of the most Northerly line of said Lot 43; thence North 8°40'05" West 2.00 feet to the TRUE POINT OF BEGINNING; thence Southerly in a direct line 17.20 feet to the most Westerly Northwest corner of said Lot 43; thence along the boundary line of said Lot, North 75°52'10" East 28.78 feet; thence North 21°52'25" East 9.12 feet to said most Northerly Northwest corner; thence Westerly in a direct line 33.00 feet, more or less, to the TRUE POINT OF BEGINNING.

Also except therefrom a portion of Lot 2 of Agriculture Ditch and Water Company Land, in the City of Santa Fe Springs, County of Los Angeles, State of California, as per map filed in Book 13 Page 158 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the most Northerly corner of Lot 41 of Tract No. 18666, as per map filed in Book 475, Pages 1 to 3, inclusive of Maps, in the office of the County Recorder of

said County;. thence South 75°52'10" West 72.61 feet along the Northwesterly line of said Lot 41 to the Northwest corner of said Lot 41; thence in a Northeasterly direction North 36°25'43" East 13.00 feet; thence North 82°29'14" East 62.98 feet, more or less, to a point in the Northerly prolongation of the Easterly line of said Lot 41 that is 1.00 feet Northerly from the Point of Beginning; thence South 14°26'33" East 1.00 foot to the Point of Beginning.

Containing an area of 1.169 or acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof



**NEW BUSINESS**

Award of contract to Revenue & Cost Specialists, LLC to prepare a Cost Allocation Plan and User Fee Study

**RECOMMENDATION**

That the City Council:

- Award a contract to Revenue & Cost Specialists, LLC to prepare a Cost Allocation Plan and User Fee Study with a total not to exceed cost of \$32,500.
- Authorize the Mayor or designee to execute the contract to provide the services.

**BACKGROUND**

State law requires that public agencies charging user fees must establish the fee level such that the fee does not exceed the actual cost to provide the service. Internal analyses may be used to evaluate actual costs; however, best practices include periodically performing a comprehensive cost allocation plan and user fee study ("study"). The City has not had a comprehensive study performed in at least 10 years. A study was commissioned in 2011 but was never completed due to the numerous changes in the cost structure brought on by the dissolution of redevelopment agencies.

The study will analyze overhead costs and allocate these costs to the various City functions in order to determine the full costs to provide services. This cost allocation plan then serves as the basis for setting fees for various services. The study will highlight the actual cost to provide services; however, the City Council has the ultimate authority to set fee levels at any amount up to 100% cost recovery. It is typical that certain fees (i.e. plan checks, engineering permits, etc.) are set at 100% cost recovery while others (i.e. youth sports and other recreation programs) are set at some amount below 100% of cost recovery. When fees are set below 100% of cost recovery, the difference is subsidized with tax revenues. It is important that the City calculate the actual cost of services and consciously decide the appropriate level of cost recovery. The study also demonstrates compliance with state law requiring that fees do not exceed the actual cost to provide the service.

In addition, a properly prepared cost allocation plan allows the City to recover the maximum reimbursement from grant funds received from other agencies. The scope of the proposed project also includes a review of costs allocated to projects in connection with the I-5 Joint Powers Authority ("JPA") from approximately 2008 through 2012. The Los Angeles Metropolitan Transportation Authority ("Metro"), the lead agency for these projects, has preliminarily disallowed a portion of the claimed costs due to the lack of a cost allocation plan. Staff will work with the consultant and Metro officials in an attempt to provide a cost allocation methodology which supports the costs claimed for these projects.

The City Council authorized the issuance of a Request for Proposal (“RFP”) for these services at the City Council meeting on February 14, 2019. The RFP was issued March 4, 2019, and the proposals were received on April 11, 2019. The City received four proposals listed below with the proposing firm, the proposed fee, and the staff rating of the proposals.

<u>Proposing Firm</u>	<u>Fee</u>	<u>Rating</u>
Revenue & Cost Specialists, LLC	\$32,500	98
MGT Consulting Group	\$63,280	89
NBS	\$69,865	86
Capital Accounting Partners	\$70,450	81

Based on the ratings and proposed fees, staff elected to interview Revenue & Cost Specialists, LLC (“RCS”). A panel of three interviewed RCS, and the panel unanimously agreed that they should be recommended to the City Council for the award. Additionally, reference checks were performed and all three cities contacted, which had similar services, had positive reviews of the firm’s work.

FISCAL IMPACT

The cost for the study will be \$32,500. If approved, the study will be added to the Nonrecurring (9000) activity within the proposed budget which will be brought to the City Council for approval in June. The results of the study and any fee increases to be proposed would have to be brought before the City Council for approval before going into effect.

*for* Raymond R. Cruz  
City Manager

Attachment(s)

Professional Services Agreement  
Proposal from RCS

**CITY OF SANTA FE SPRINGS  
PROFESSIONAL SERVICES AGREEMENT  
WITH (NAME OF CO)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation ("City"), and Revenue & Cost Specialists, LLC ("Consultant").

**WITNESSETH:**

WHEREAS, City proposes to utilize the services of Consultant to provide cost allocation plan and user fee study consulting services more particularly described in Exhibit "A"; 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 for the services provide herein pursuant to the fee schedule set forth in Exhibit "A." The Compensation shall include all expenses incurred by Consultant in providing services under this Agreement.

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 thirty (30) 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, Revenue & Cost Specialists, LLC May 23, 2019

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  
Revenue & Cost Specialists, LLC May 23, 2019

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:

Revenue & Cost Specialists, LLC  
1519 E. Chapman Avenue, Suite C  
Fullerton, CA 92831

Tel: (714) 992-9020  
Attn: Eric Johnson, President

IF TO CITY:

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

Tel: (562) 868-0511  
Attn: Ray Cruz

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 performance 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. 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.

Revenue & Cost Specialists, LLC May 23, 2019

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 Revenue & Cost Specialists, LLC May 23, 2019

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: \_\_\_\_\_

\_\_\_\_\_  
Eric Johnson, President

\_\_\_\_\_  
Social Security or Taxpayer ID Number

**CITY OF SANTA FE SPRINGS**

\_\_\_\_\_  
Juanita Trujillo, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Janet Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ivy M. Tsai, City Attorney

Date: \_\_\_\_\_

**EXHIBIT A**

**CONSULTANT'S PROPOSAL**



Proposal for a  
**Cost Allocation Plan and User Fee Study**  
for the City of Santa Fe Springs



**Revenue  
& Cost  
Specialists, LLC**

1519 East Chapman Avenue,  
Suite C

Fullerton, CA 92831

(714) 992-9020

[www.revenuecost.com](http://www.revenuecost.com)

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*Serving Local Governments Since 1975*

April 11, 2019

City of Santa Fe Springs  
Attn: Travis Hickey, Director of Finance and Administrative Services  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

**Letter of Offer – Overhead Cost Allocation Plan & Comprehensive Citywide User Fee Study**

Revenue & Cost Specialists, LLC (RCS) appreciates the opportunity to respond with this Proposal to perform a Cost Allocation Plan and User Fee Study for the City of Santa Fe Springs.

RCS has been providing fee and costing services since 1980, making us the authority in costing services for California. All RCS Principals have prior city experience and work exclusively with local government agencies. Combined, RCS principals have over 65 years of knowledge in cost allocation plans and fee studies, and served over 250 municipalities. No other consulting firm can match our experience and reputation in this field.

RCS's skill set will generate maximum revenue potential for you. We have a history of delivering quality reports with defensible data that can be acted on and adopted. In fact, of the more than 1,100 reports that we have produced, over 98% were adopted by Councils.

To achieve these goals RCS will work thoughtfully with the City of Santa Fe Springs in a collaborative way that minimizes the impact on City staff. We will use our superior experience to efficiently gather information, conduct personal meetings, and facilitate the process throughout. As former City staff ourselves, we understand that time is precious.

RCS will present the Report to the City in a manner that is easy to read and understand. The information provided by RCS will allow staff, City Council, and other stakeholders to make rational, informed policy decisions. We strive to ensure that you will be able to confidently stand behind the information and recommendations in the Report.

Internet: [www.revenuecost.com](http://www.revenuecost.com)

Voice 714.992.9020

1519 E. Chapman Avenue • Suite C • Fullerton, CA 92831

If selected, we shall begin work in June, submit a first draft user fee report in September and present the final report to the City Council in October 2019. Since Santa Fe Springs has not conducted a fee study within the last five years, RCS will spend extra time meeting with planning, building and engineering staff so that both sides can better understand the development processes within the City.

To provide Santa Fe Springs with estimated overhead cost allocation rates for 2008-2012, we will look for the staffing and budget levels prior to the 2012 organizational changes, and build a separate cost allocation model using our software. Our experience, software and reports will give Santa Fe Springs confidence in the calculated allocation rates between 2008 and 2012.

Our proposed cost for services provided shall not exceed **\$32,500**, and the terms of this proposal will be honored until September 30, 2019.

We look forward to being of assistance to the City of Santa Fe Springs and appreciates the opportunity to respond with this proposal. If there are any questions please contact me at (714) 992-9027 or [eric@revenuecost.com](mailto:eric@revenuecost.com).

Sincerely,



ERIC JOHNSON  
President



CHU THAI  
Vice President

## EXECUTIVE SUMMARY

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The City wants to identify the full costs of all operational services that are either currently charged a fee or could be charged a fee. As part of the full costs of services, the City needs a full-cost Cost Allocation Plan which would fairly distribute the overhead costs to the end-user services provided to the public. In addition, the Cost Allocation Plan will provide detail on the amounts that the City could recover from enterprise and other funds that receive services from the General Fund. This would allow for fair and defensible transfers from these funds to the General Fund.

Based on the full cost information, RCS will review with staff a proposed fee structure that will recover these costs in the most equitable and efficient way possible. This may involve flat fees, deposits, valuation-based fees, step-increase fees, or a combination of these. But the eventual fee recommendations included in the final report and master fee resolution will be defensible, easy to understand, and be supported by City staff.

We will use our experience in other similar cities to efficiently construct the model that represents how operations are conducted in Santa Fe Springs and quickly identify what those operations cost. This will be done through the use of **on-site meetings with staff**. These face-to-face meetings with the City staff who perform the work insures that the data is accurate. We do not drop off forms and expect City staff to do our work for us.

We will use a series of focused meetings to review the time information that is generated. We have found that this method is preferable and generates better data than one big meeting to collect this data. This gives City staff time to digest and reflect on the information that is being generated. We also identify the total time of City staff for all services that they are involved in. **We will identify 100% of the staff time on 100% of the services that they provide.** This gives City staff a complete perspective on their time allocations instead of merely looking at time allocations for individual services in a vacuum. These methods will insure that City staff feels confident about the data and, therefore, confident in supporting the results in public hearings.

The other key result of identifying 100% of City services is that we are identifying not only the cost of fee services, but also of community-supported services, such as police, street and park maintenance services. This allows us to have a real discussion with real numbers with the City Council about tax subsidy policy. Since we are identifying the full costs of fee services, we are also therefore identifying the current subsidy of general tax dollars for these services. Therefore, we can show the City Council how much they are subsidizing fee services at the expense of community-supported services. Does the City want to continue to use precious tax dollars to support a zone change on a particular parcel that only benefits that particular property owner or use those tax dollars on things that can only be supported by tax dollars, like police and maintenance services? They will now have that information to be able to make that conscious choice.

Thus, the support of staff, changing the discussion to tax subsidy policy instead of fee increases, and the experience of RCS in successfully presenting the results of similar studies to City Councils insures that the Santa Fe Springs City Council will be able to meet the objectives of the City.

## **SOFTWARE**

RCS believes that cost allocation plans and user fee calculations require more complex calculation and level of details, than what Microsoft Word and Excel can offer. Microsoft Office Suite has significant limitations in reporting and what we want to offer our clients, and frequent updates makes complex spreadsheets challenging to manage.

In 2000, RCS developed and began using our own Windows-based software that is both user-friendly and comprehensive. It includes a logical, easy-to-use interface and produces easy-to-understand reports. Government Software Systems, based on an easily downloadable 14mb package, allows our clients to continuously update the Cost Allocation and User Fee Studies, as well as input hypothetical services to calculate the estimated costs of providing new services, without the worry of incorrect formulas inherent in Excel-based systems.

RCS will insure that the system and data files are properly installed at the Authority with no licensing limitations at the completion of the Study. RCS will provide training and lifetime support. RCS also provide annual fee updates as a service, so that Authority staff can focus on other things.

A demonstration of the software can be downloaded at [www.costallocation.com](http://www.costallocation.com).

## SCOPE OF WORK/METHODOLOGY

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### WORK PLAN

The proposed Work Plan is described below for the Cost Allocation Plan and User Fee Study. The Work Plan for the various parts of the Study will be done concurrently as there are overlapping steps and the results of the Cost Allocation Plan are needed for the overhead component of the Fee Study.

As is detailed in the task list below, RCS uses only firm principals to perform the necessary meetings with the departments. All meetings will be on-site at the City. RCS does not leave forms with staff and expect them to be filled out. We use our experience to work with staff, which makes the process quicker and the results more accurate.

Our process will allow the City to have well documented and defensible service costs which will be used to develop fees that will be in compliance with Propositions 4, 218, and 26.

### Cost Allocation Plan

#### **Task 1: Review Central Services and Allocate Staff Time**

RCS will meet with City staff to review central services for indirect departments and allocate staff time and costs to those central services. City staff time would be approximately 1-2 hours per central service department in this process and would need to meet with RCS to establish the central service listing, quantify the department staff time involved in those central services, and review the results.

#### **Task 2: Review Allocation Factors**

RCS will meet with City staff to review the factors for allocating each central service identified. These factors will form the basis for determining fully burdened hourly rates and allocating the central service costs. This meeting will be concurrent with the time allocation meeting. City staff involvement for data gathering is a function of the availability of the required information, but RCS will use its experience to develop allocation factors which are easily reproducible from year to year but still fairly allocate the central service costs.

#### **Task 3: Review Results with Departments**

RCS will calculate allocations to the functional centers and review the results with the managers of the various central service departments. City staff time for this process will be less than 1 hour per department to review the results of the allocations.

**Task 4: Prepare Draft Cost Allocation Plan and Review with City Staff**

RCS will make any changes and prepare a Draft Report with allocations to end user departments using our 20-step allocation model. RCS will review this Draft Report with the City's management group and make any necessary adjustments.

**Task 5: Prepare Final Cost Allocation Plan**

RCS will make any changes and prepare a Final Report with allocations to end user departments. It will be these results that will be used for the City general overhead component of the Fee Study and can also be used to determine the amounts for transfers to the General Fund for support provided to other funds. RCS will provide one bound copy and a PDF file of the Final Report.

## User Fee Study

**Task 1: Kick-off Meeting**

RCS will conduct a meeting with City staff explaining the operational methodology of the study and the role of City staff. We will review any possible issues that may arise as well as answer any questions from City staff about the process. This meeting is crucial for the process as we want to ensure that everyone understands the various steps in the process and what is expected of them.

**Task 2: Review the Service List with Departmental Staff**

RCS will review the service list through meetings with City staff. We will also work with Departmental staff to determine any changes to the fee calculation methods. The end result, whichever method is utilized, will be a fee structure that best fits the City of Santa Fe Springs going forward. While this list will change during the course of the Study as it is refined, it will be the initial basis from where we start. City staff time for this review will be less than 1 hour per department.

**Task 3: Staff Time Allocations**

RCS will interview personnel providing end-user services to ensure that costs from all functional areas directly involved with a service are included in the cost of that service. This component will form the bulk of the time spent by staff. There will be two to four meetings with supervisory level staff in each functional area to create and verify the amount of time spent by staff on the services identified in the task above. We do not ask City staff to do our job by filling out forms detailing where they spend their time. This iterative process, and the fact that we allocate 100% of all departmental staff, allows everyone to ensure that the information being generated is valid and reliable. A sample Time Detail Report is included in the following pages.

**Task 4: Develop Fully Allocated Hourly Rates**

RCS will develop a fully allocated hourly rate for each departmental employee, including salaries and benefits, miscellaneous operating service and supply costs, overhead costs from the above Cost Allocation Plan, debt service, and other direct costs as identified, which can be used for all charging and costing processes. A Sample Hourly Rate Report is included in the following pages.

**Task 5: Prepare Draft Report**

RCS will prepare a Draft Report that identifies the total costs for each service, the current fees, and makes fee recommendations for each service presented. RCS will review this draft report with the departments, so that each department will have final input on the fees presented in the final report. City staff time would be approximately 1-2 hours per department for those departments that have fee services. A sample of the Service Summary and Cost Detail Reports that are provided for each service is included in the following pages.

**Task 6: Prepare Final Report**

Based on staff input, RCS will prepare a Final Report, which will have recommendations for new fees and subsidy percentages and projections of new revenues from those fees. The Report will also include explanatory text and various summary tables to easily explain the results and the context. All recommended fees will be in compliance with Propositions 4, 218, 26, and any other applicable laws. RCS will provide three bound copies and a PDF file of the Final Report, as well as an electronic copy of a Master Fee Resolution with the City's proposed fees included.

**Task 7: Present Report to the City Council**

RCS will assist the City Council in the review and adoption of revised service fees and subsidy percentages and assist the staff in the implementation of the revised service fees at up to three meetings.

**Estimated Overhead Cost Allocation Rates For 2008-2012**

**Task 1: Collect Data and Calculate**

RCS will determine the appropriate year between 2008 and 2012 to collect expenditure and staffing data. We will use and input that data to develop a cost allocation plan, and increase/decrease each year between 2008 and 2012.

## PROJECT TIMELINE

RCS proposes the following schedule of tasks over the course of the project to meet the City's needs. This schedule, of course, will require the cooperative participation of City staff. RCS references will attest that our timelines are ideal for fee studies.

We propose project initiation in June 2019 and presenting to the City Council in October 2019. We also propose calculating the estimated overhead cost allocation rates for 2008-2012 in October 2019, when we have all the necessary allocation data from the studies.

Task	Jun	Jul	Aug	Sep	Oct
<b>Cost Allocation Plan</b>					
Review of Central Services/Time					
Review Allocation Factors					
Review Results with Departments					
Prepare Final Cost Allocation Plan					
<b>User Fee Study</b>					
Kick-Off Meeting					
Review Service List					
Review Staff Time Allocations					
Develop Fully Alloc. Hourly Rates					
Prepare Draft Report					
Prepare Final Report					
<b>Present Reports to the Council</b>					
Calculate 2008-2012 Overhead					

## SAMPLE FEE SERVICE SUMMARY WORKSHEET

**Demonstration Copy  
REVENUE AND COST SUMMARY WORKSHEET**

<b>SERVICE</b> <b>VARIANCE REVIEW</b>		<b>REFERENCE NO.</b> <b>S-021</b>	
<b>PRIMARY DEPARTMENT</b> PLANNING	<b>UNIT OF SERVICE</b> APPLICATION	<b>SERVICE RECIPIENT</b> Developer/Resident/Business	
<b>DESCRIPTION OF SERVICE</b> Review proposed variance from terms of zoning code and prepare staff report for the Planning Commission			
<b>CURRENT FEE STRUCTURE</b> Planning Commission Variance - \$1,630 per application Area Variance Committee - \$1,280 per application RV Permit - \$250 per application, plus \$250 if an area variance committee hearing is required. Admin. Adjustment - \$965 per application			
<b><u>REVENUE AND COST COMPARISON</u></b>			
UNIT REVENUE:	\$1,067.50	TOTAL REVENUE:	\$6,405
UNIT COST:	\$1,269.50	TOTAL COST:	\$7,617
UNIT PROFIT (SUBSIDY):	\$(202.00)	TOTAL PROFIT (SUBSIDY):	\$(1,212)
TOTAL UNITS:	6	PCT. COST RECOVERY:	84.09%
<b>SUGGESTED FEE FOR COST RECOVERY OF: 100%</b> Planning Commission Variance - \$2,645 per application plus 30% of the application fee for each additional item after the first item subject to Variance Planning Commission Variance (SFR Owner-occupied) - \$1,325 RV Permit - \$465 per application, plus \$465 if an Administrative Adjustment is required. Admin. Adjustment - \$620 per application plus 30% of the application fee for each additional item after the first item subject to Administrative Adjustment			

May 13, 2013

## SAMPLE FEE SERVICE DETAIL WORKSHEET

**Demonstration Copy  
COST DETAIL WORKSHEET**

SERVICE VARIANCE REVIEW		REFERENCE NO. S-021				
NOTE Unit Costs are an Average of Total Units		TOTAL UNITS 6				
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
Engineering	CIVIL ENGINEER ASSOC.	Plan Comm.	1.00	\$148.35	2	\$297
Engineering	CIVIL ENG PRINCIPAL	Plan Comm.	1.00	\$164.45	2	\$329
Com. Dev. Admin.	COMM. DEV. DIRECTOR	Plan Comm.	1.50	\$227.97	2	\$456
Planning	PLANNING MANAGER	Plan Comm.	2.50	\$464.70	2	\$929
Planning	COMBO PLANNER	Plan Comm.	11.50	\$1,366.78	2	\$2,734
Planning	ADMIN ASSISTANT	Plan Comm	4.00	\$274.84	2	\$550
<b>TYPE SUBTOTAL</b>			<b>21.50</b>	<b>\$2,647.09</b>		<b>\$5,294</b>
Com. Dev. Admin.	COMM. DEV. DIRECTOR	RV Permit	0.50	\$75.99	1	\$76
Planning	PLANNING MANAGER	RV Permit	0.50	\$92.94	1	\$93
Planning	COMBO PLANNER	RV Permit	2.33	\$276.92	1	\$277
Planning	ADMIN ASSISTANT	RV Permit	0.25	\$17.18	1	\$17
<b>TYPE SUBTOTAL</b>			<b>3.58</b>	<b>\$463.03</b>		<b>\$463</b>
Engineering	CIVIL ENGINEER ASSOC.	Admin Adjustment	0.17	\$25.22	3	\$76
Com. Dev. Admin.	COMM. DEV. DIRECTOR	Admin Adjustment	0.25	\$38.00	3	\$114
Planning	PLANNING MANAGER	Admin Adjustment	1.00	\$185.88	3	\$558
Planning	COMBO PLANNER	Admin Adjustment	2.83	\$336.35	3	\$1,009
Planning	ADMIN ASSISTANT	Admin Adjustment	0.50	\$34.36	3	\$103
<b>TYPE SUBTOTAL</b>			<b>4.75</b>	<b>\$619.81</b>		<b>\$1,859</b>
<b>TOTALS</b>			<b>29.83</b>	<b>\$1,269.50</b>		<b>\$7,617</b>

May 13, 2013

## SAMPLE FULLY ALLOCATED HOURLY RATE DETAIL REPORT

**Demonstration Copy  
Fully Allocated Hourly Rate  
Position Detail**

POSITION TITLE: COMBO PLANNER  
 POSITION CODE: COMBO  
 SUBORG UNIT: Planning  
 SUBORG UNIT CODE: 285-60000-61050  
 NO. OF FTE'S: 6.000  
 POSITION STATUS: FT  
 FRINGE GROUP: 2

	<u>Total Avail-Wk-Hrs</u>	<u>% of Salary</u>	<u>Hourly Rate</u>
<b>DIRECT COSTS:</b>			
Avail. Work Hours/Salary	9,918		\$48.16
Fringe Benefits		35.18%	\$16.94
Maintenance & Operation Costs		8.33%	\$4.01
Building Occupancy Costs		0.00%	\$0.00
Debt Service Costs		0.00%	\$0.00
<b>INDIRECT COSTS:</b>			
Overhead Costs		103.28%	\$49.74
Fixed Asset Replacement Costs		0.00%	\$0.00
<b>TOTAL - All Costs</b>			<b>\$118.85</b>

May 13, 2013

## SAMPLE POSITION TIME DETAIL REPORT

**Demonstration Copy  
Time Detail by Position**

**Position:** A90 ACCOUNTING MANAGER

**# of Employees:** 1.000

**Memo:**

**SubOrg:** 001-21000-21000 Finance Administration

			TOTAL			
			UNIT TIME	UNITS	TIME	PERCENT
CAP-050	BUDGET PREP/COORDINATION	1%	16.53	1	16.53	1.00%
CAP-051	GENERAL ACCOUNTING	Remainder Of Time	662.84	1	662.84	40.10%
CAP-054	PURCHASING SERVICES	3%	49.59	1	49.59	3.00%
CAP-055	ACCOUNTS PAYABLES	15%	247.95	1	247.95	15.00%
CAP-056	PAYROLL SERVICES	4%	66.12	1	66.12	4.00%
CAP-059	CDBG SUPPORT	3%	49.59	1	49.59	3.00%
CAP-060	REDEVELOPMENT SUPPORT	25%	413.25	1	413.25	25.00%
CAP-061	FINANCE DEPT SUPPORT	5%	82.65	1	82.65	5.00%
CAP-062	GRANT ADMINISTRATION	3%	49.59	1	49.59	3.00%
S-088	ANIMAL CONTROL	1/4 Hr/Month	0.00	7,000	2.98	0.18%
S-124	HYDRANT METER RENTAL SERVICE	1/4 Hr/Mo - Rental	0.07	43	2.98	0.18%
S-138	RETURNED CHECK PROCESSING	1/2 Hr/Month	0.02	370	5.95	0.36%
TAX-48	POLICE FALSE ALARM RESPONSE	15 Min/Mo - Billing	0.01	520	2.98	0.18%
					1,653.00	100.00%

May 13, 2013

## **COMPANY DESCRIPTION AND EXPERIENCE**

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### **HISTORY OF REVENUE & COST SPECIALISTS**

RCS was established in 1980 as Management Services Institute by two former City Managers and a Finance Director in the wake of the passage of Propositions 4 and 13. They had already been costing services in their respective cities but now saw that more and more cities would need this information. These early studies would provide the template for costing work done throughout the state.

Management Services Institute changed its name to Revenue & Cost Specialists in 1996 so as to have a name that better reflects what we do. RCS has continued that same tradition of helping public agencies identify their service costs, either directly through a study or indirectly by providing software.



All RCS Principals have prior city experience, and we are aware that our specialization and expertise in cost allocation plans and user fee studies allow City staff to focus on other City functions. Combined, RCS principals have over 65 years of experience in cost allocation plans and fee studies, and have served over 250 municipalities. No other consulting firm can match our experience and reputation in this field.

### **CAPABILITIES OF STAFF & QUALIFICATIONS**

The principals of RCS have a long and respected history of performing our studies in a professional and expedient manner. We do not send out junior staff to perform these vital services to our clients.

Rick Kermer has been providing costing services for almost 38 years and Eric Johnson has been providing these same services for more than 28 years. Chu Thai joined the firm in 2017 with 22 years of municipal experience. To maintain knowledge on best practices, RCS partners actively participate in professional municipal finance and law and organizations, analyze potential legislation affecting municipal financing, and constantly communicate with Finance Directors on a weekly basis. There is no other company that has this level of experience that will be provided directly to you.

We have provided these services to a wide array of public agencies, from the smallest special district to larger and more complex cities and counties. By using only principals with unparalleled experience in the operations of municipal agencies, we are able to set up and conduct meetings that will be productive. This efficient use of resources means that we are able to provide these services using less hours than less experienced consultants. This allows us to complete projects with more accurate information in a timelier fashion.

Chu will be project coordinator and point of contact with the City of Santa Fe Springs. He will coordinate the interviews with staff as well as the presentations to the City Council. Eric and Rick will provide assistance as needed. RCS does not rely on producing Status Memoranda, because we will be at City Hall quite often to tell you in person how the project is going.

A check of the references included in this proposal will confirm that Chu, Eric and Rick have the experience to not only produce a Cost Allocation Plan and Fee Study Report that City staff can support, but also a Report that the City Council can easily understand and adopt. Chu remains heavily involved in the California Society Municipal Finance Officer and can provide references from his municipal finance peers.

The resumes for Chu, Eric and Rick are included in the Appendix at the end of this proposal.

## REFERENCES

Revenue & Cost Specialists has recently completed similar projects for the following public agencies and would request you to contact them for references:

Jurisdiction	Contact	Title
<b>City of La Habra Heights</b>	Fabiola Huerta (562) 694-6302	City Manager <a href="mailto:Fhuerta@lhcity.org">Fhuerta@lhcity.org</a>
RCS recently provided a draft Cost Allocation Plan and Comprehensive Fee Study for the City. The City Council reviewed and approved fee recommendations.		
<b>City of El Segundo</b>	Joseph Lillio (310) 524-2315	Director of Finance <a href="mailto:jlillio@elsegundo.org">jlillio@elsegundo.org</a>
RCS recently completed a Cost Allocation Plan and Comprehensive Fee Study for the City in 2018. The City Council recently adopted changes to its fee schedule. RCS was hired afterwards to perform a revenue audit, making sure revenues are properly collected.		
<b>City of Lakewood</b>	Jose Gomez (562) 866-9771	Director of Finance & Admin Svcs <a href="mailto:jgomez@lakewoodcity.org">jgomez@lakewoodcity.org</a>
RCS was selected to update their cost allocation plan and user fees in February 2019, and we anticipate completion in June. RCS conducted the City's prior study in 2009.		
<b>City of Marina</b>	Lauren Lai (831) 241-3854	Finance Director <a href="mailto:llai@ci.marina.ca.us">llai@ci.marina.ca.us</a>
RCS completed a Cost Allocation Plan and Comprehensive Fee Study for the City in March 2018. RCS conducted its previous CAP and User Fee Study in 2007.		
<b>City of Santa Clarita</b>	Carmen Magana (661) 255-4997	Admin Services Director <a href="mailto:cmagana@santa-clarita.com">cmagana@santa-clarita.com</a>
RCS developed a Cost Allocation Plan and Comprehensive Fee Study for the City most recently in 2014 and has also updated the Cost Allocation Plan in 2011, 2012, and 2013, 2014, 2015, and 2016. RCS has been providing these services for the City since 1995.		
<b>Town of Los Gatos</b>	Gitta Ungvari (408) 354-6805	Finance & Budget Manager <a href="mailto:gungvari@losgatosca.gov">gungvari@losgatosca.gov</a>
RCS completed a Comprehensive Fee Study for the City in March 2019, and the Town Council quickly approved the fee recommendations. Our study found \$1.1 in annual revenues through cost recovery of Town services.		

## PROJECT BUDGET

Revenue & Cost Specialists proposes the following options shown below. The total project will not exceed \$32,500.

Task	Milestones/Deliverables	Total Cost
<b>Cost Allocation Plan (CAP)</b>		
Build Budget and Positions	Schedule of positions and budget	3,600
Review Central Services/Time	List of Central Services	1,200
Develop Allocation Factors	Index of Allocation Factors	2,400
Review Results with Departments	Review of Initial Results	2,400
Prepare Final Cost Allocation Plan	Final Report	1,200
	Total Cost Allocation Plan	\$10,800
<b>User Fee Study</b>		
Kick-Off Meeting	Informational Meeting	600
Develop Service List	Preliminary Service List	3,600
Develop Staff Time Allocations	Time Detail Reports	7,800
Develop Fully Allocated Hourly Rates	Fully Alloc Hourly Rate Reports	600
Prepare Draft Report	Draft Fee Study Report	3,600
Prepare Final Report	Final Report	1,800
Present Report to City Council	Council Presentation(s)	1,200
	User Fee Study	\$19,200
TOTAL CAP AND FEE STUDY		\$30,000
2008-2012 ESTIMATED OVERHEAD REPORTS		\$2,500
<b>PROJECT NOT TO EXCEED</b>		<b>\$32,500</b>

The above costs are based on a cost of \$150 per hour. The billing rate for any additional work not covered by this proposal would be \$195 per hour.

The above fees cover all costs except for the following additional costs which the City may incur:

- insurance coverage beyond our basic general liability and workers compensation requiring an additional premium<sup>(1)</sup>,

<sup>(1)</sup> RCS standard coverage includes workers compensation pursuant to state law, comprehensive liability

- report reproduction beyond identified number of copies of the final Reports, and
- Meeting attendance beyond the those identified in this proposal.

RCS will submit four equal invoices plus any miscellaneous costs from the previous paragraph. The first invoice will be submitted ten days after notice to proceed. Each invoice will be due within 30 days of submission.

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Insurance with a combined single limit coverage of \$1,000,000 and professional liability insurance with a combined coverage of \$2,000,000.

## **Appendix**

### **Resumes of Proposed Staff**

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# ERIC S. JOHNSON

## EDUCATION

Bachelor of Arts - University of Redlands, Redlands, California

## PROFESSIONAL EXPERIENCE

### Revenue & Cost Specialists/Management Services Institute - Partner

(January 1990 - Present) Provide general financial management assistance to municipalities, counties, and special districts.

### Unit Distribution - Customer Service Representative

(July 1989 - January 1990) Administered a distribution account for client and acted as a liaison between client and their customers.

### City of Redlands Redevelopment Agency - Redevelopment Intern

(November 1987 - May 1989) Researched issues related to Redevelopment for the Director. Audited the Agency budget. Researched and reported on the Agency's 20% "set-aside" responsibilities for Low & Moderate Income Housing.

## CLIENTS SERVED

### COST OF SERVICE FEE STUDIES

City of Arcadia  
City of Atascadero  
City of Azusa  
City of Banning  
City of Barstow  
City of Beverly Hills  
City of Carlsbad  
City of Carmel-by-the-Sea  
Carpinteria-Summerland Fire District  
City of Corona  
Contra Costa County  
City of Desert Hot Springs  
City of Diamond Bar  
City of Dublin, Ohio  
City of El Segundo  
City of Elk Grove  
City of Eureka  
City of Folsom  
City of Glendale  
City of Glendora  
City of Hermosa Beach  
City of Highland  
City of Huntington Beach  
Imperial County  
City of La Canada-Flintridge  
City of Lakewood  
City of La Mirada  
City of Lancaster  
City of La Puente  
City of Lincoln  
City of Lindsay  
City of Loma Linda  
City of Long Beach Marine Bureau  
City of Los Altos  
Town of Mammoth Lakes  
City of Manhattan Beach  
City of Marina  
City of Menifee  
City of Milpitas  
City of Monterey  
City of Morgan Hill  
City of Morro Bay  
City of Needles  
City of Oakdale

### COST OF SERVICE FEE STUDIES

Orange County Fire Authority  
City of Oroville  
City of Oxnard  
City of Palm Springs  
City of Peoria, Arizona  
City of Pico Rivera  
City of Pismo Beach  
City of Redlands  
City of Rialto  
City of San Clemente  
City of San Gabriel  
City of San Marino  
City of Santa Clarita  
City of Santa Paula  
City of Seaside  
City of Simi Valley  
City of Solana Beach  
City of South Lake Tahoe  
City of South Pasadena  
City of Stockton  
City of Thousand Oaks  
City of Tracy  
Town of Truckee  
Ventura County Fire District  
City of West Covina  
City of West Jordan, Utah  
City of Westminster  
City of Yuba City

### COST ALLOCATION PLANS

Town of Apple Valley  
City of Arcadia  
City of Atascadero  
City of Azusa  
City of Barstow  
City of Beverly Hills  
City of Carlsbad  
Coachella Valley Assoc of Gov't  
County of Cobb, GA  
City of Concord  
City of Corona  
City of Desert Hot Springs  
City of Diamond Bar

### COST ALLOCATION PLANS

City of El Segundo  
City of Elk Grove  
City of Folsom  
City of Glendora  
City of Hermosa Beach  
City of La Canada-Flintridge  
City of Lakewood  
City of La Mirada  
City of Lancaster  
City of La Puente  
City of Lathrop  
City of Lincoln  
City of Los Altos  
City of Lynwood  
City of Manhattan Beach  
City of Menifee  
City of Marina  
City of Needles  
City of Oakdale  
City of Oroville  
City of Oxnard  
City of Palmdale  
City of Pasadena  
City of Peoria, Arizona  
City of Pico Rivera  
City of Pismo Beach  
Placer County Water Agency  
Riverside County Transport. Comm.  
San Bernardino Assoc. Gov't  
County of San Bernardino Spec Dist.  
City of San Gabriel  
City of San Marino  
City of Santa Clarita  
City of Santa Monica  
City of Santa Paula  
City of Seaside  
City of Solana Beach  
City of South Pasadena  
City of Suisun City  
City of Thousand Oaks  
City of Tracy  
County of Tulare  
City of Westminster

**ALBERT RICHARD ("RICK") KERMER, JR.**

**EDUCATION**

Bachelor of Arts - University of Chicago-Economics

Master of Business Administration - University of Chicago-Accounting and Math Methods/Computers

**PROFESSIONAL CERTIFICATION**

Certified Public Accountant-Retired, State of California

**PROFESSIONAL EXPERIENCE**

**Revenue & Cost Specialists/Management Services Institute - President**

(1979-Present) Chief Executive Officer of a diversified management services company.

**City of Buena Park-Director of Finance/City Treasurer**

(1976-1979) Managed a department responsible for administering the budget and general accounting plus water billing, treasury management, business licensing and data processing of a full-service city. Developed and implemented an integrated on-line financial and program budgeting system. Prepared City's first Annual Financial Report for FY 1978-79 which received a CSMFO Meritorious Award.

**Municipal Finance Consultant, Lecturer and Author**

(1976-Present) Performed accounting and financial assistance to numerous municipal governments. Assisted redevelopment agencies, housing authorities, and other specialized districts. Provided contractual accounting services to cities including service as Acting Controller of Compton.

Lecturer on governmental accounting, budgeting, cost accounting and risk management at the University of Southern California. Speaker at several League of California Cities meetings on risk management and cost accounting. Co-author of several articles on risk management published by the Municipal Finance Officers Association and Western Cities magazine. Co-author of the League of California Cities publication, Cost Accounting for California Cities.

**City of Lynwood-Fiscal Officer**

(1975-1976) Created Finance Department. Established centralized purchasing and review of accounts payable. Administered risk management program. Organized utility billing system for accounting control and follow-up on delinquents.

**Lance, Soll & Lunghard, CPAs-Senior Auditor**

(1971-1975) Audited the Cities of Bell, California City, Claremont, Costa Mesa, Duarte, Torrance, Lynwood, Montclair, Oxnard, Rialto, San Dimas and Whittier. Recommended warrant processing and receipting procedures. Reviewed internal control and recommended changes to strengthen same. Prepared annual financial reports and monitored adherence to generally accepted accounting procedures.

**Publications:**

Co-Author of Cost Accounting for California Cities, League of California Cities, 1981 Sacramento, CA

**ALBERT RICHARD ("RICK") KERMER, JR.- (continued)**  
**CLIENTS SERVED**

**SERVICE COST STUDIES**

City of Alhambra  
City of Banning  
City of Big Bear Lake  
City of Brea  
City of Carlsbad  
City of Carpinteria  
City of Ceres  
City of Chino  
City of Claremont  
City of Coachella  
County of Contra Costa  
City of Corona  
City of Cudahy  
City of Dinuba  
City of Dublin, Ohio  
City of Folsom  
City of Fontana  
City of Foster City  
City of Fountain Valley  
City of Fullerton  
City of Goodyear, Arizona  
City of Hemet  
City of Highland  
City of Huntington Beach  
County of Imperial  
City of La Mirada  
City of La Palma  
City of Lake Forest  
City of Lemoore  
City of Lindsay  
City of Los Altos  
City of Lynwood  
City of Mammoth Lakes  
City of Marina  
City of Merced  
City of Milpitas  
City of Monrovia  
City of Monterey  
City of Moreno Valley  
City of Morgan Hill  
City of Norwalk  
City of Oakdale  
City of Oceanside  
Oceanside Harbor District  
City of Palmdale  
City of Palm Desert  
City of Pasadena  
City of Pittsburg  
City of Pomona  
City of Port Hueneme  
City of Rancho Cucamonga  
City of Rancho Palos Verdes  
City of Red Bluff  
City of Redlands  
City of Rialto  
City of Richmond  
City of Riverside  
City of Rocklin  
City of Salinas  
City of San Clemente  
City of San Juan Capistrano  
City of San Rafael  
City of Sanger  
City of Santa Clarita  
City of Scotts Valley  
City of Seal Beach  
City of Selma  
City of Sierra Madre  
City of Solana Beach

**SERVICE COST STUDIES (cont.)**

City of South Gate  
City of South Lake Tahoe  
City of Springville, Utah  
City of Thousand Oaks  
City of Tulare  
City of Turlock  
City of Upland  
City of Villa Park  
City of Vista  
City of Westminster  
City of West Jordan, Utah

**COST ALLOCATION PLAN**

City of Alhambra  
City of Buena Park  
City of Carlsbad  
City of El Cajon  
City of Lynwood  
City of Rialto  
City of San Rafael  
City of Solana Beach  
City of Thousand Oaks  
Orange County Vector Control District

**CASH MANAGEMENT**

City of Buena Park  
City of Commerce  
City of Compton  
La Mirada Civic Theater  
City of Palmdale

**ACCOUNTING PROCEDURES**

City of Buena Park  
Commerce Redevelopment City  
City of Compton  
City of La Habra  
City of La Palma  
City of Morgan Hill  
City of Palmdale  
South Gate Housing Authority

**DATA PROCESSING**

City of La Palma  
Ontario-Montclair School District  
City of Palmdale  
City of San Clemente  
City of South Gate  
City of Villa Park

**ORGANIZATIONAL AND MANAGEMENT**

City of La Mirada  
Ontario-Montclair School District  
City of South Gate  
City of Vista

**UTILITY RATE STUDIES**

City of Brea  
City of Chino  
City of El Segundo

**LONG RANGE FINANCIAL PLAN**

City of Chino  
City of Cudahy  
City of Lake Elsinore  
City of South Gate  
City of Hesperia  
City of Turlock

## **CHU THAI**

### **WORK EXPERIENCE**

**Impact Fees:** Cities of Morgan Hill and Monterey Park

**Utility Rates:** Cities of Morgan Hill, Beverly Hills, South Pasadena and Monterey Park

**User Fees:** Cities of Claremont, Morgan Hill, Beverly Hills, South Pasadena, Monterey Park, La Habra Heights, Marina, Antioch and Solana Beach

#### **January 2014 to April 2017 – Director of Management Services, City of Monterey Park, CA**

- Managed department of 15 to provide financial planning and reporting, revenue collections, treasury, information technology, telecommunication and support services
- Improved city's revenues through updated user fees, utility rates, and impact fees
- Conducted long-term financial forecasting and analysis for all funds
- Streamlined and enforced purchasing process
- Participated in risk management financial analysis and claims committee
- Transitioned to new City auditors, business license auditors, and TOT auditors

#### **April 2013 to August 2013 – Administrative Services Director, City of Stanton, CA**

- Managed department of four to provide general accounting, accounts payable, purchasing, payroll, business tax, treasury, IT and telecommunication services
- Updated the City's Investment Policy and strategy
- Developed long-term revenue strategy
- Performed communications audit and reduced expenses by 75%

#### **January 2009 to April 2013 – Finance Director, City of South Pasadena, CA**

- Managed department of eight to provide finance, business tax, utility billing, animal licensing, filming, IT and telecommunication services
- Outsourced utility billing and customer service
- Completed \$43.4 Million Water Bond Issuance and \$12 Million Refunding
- Coordinated the passage of Utility Users Tax Ballot Measure
- Worked with City Treasurer and Finance Committee on fiscal matters affecting the City
- Negotiated lease agreements for city property and cell towers

#### **October 2006 to December 2008 – Budget and Management Officer, City of Beverly Hills, CA**

- Managed \$400 million citywide budget for 750 full-time employees
- Developed comprehensive capital improvement program
- Developed quarterly performance report presented to the City Council
- Implemented performance-based budget, including goals and objectives
- Assisted in management audits of various departments
- Updated the city's user fees and utility rates

#### **April 2001 to September 2006 – Budget Manager, City of Morgan Hill, CA**

- Managed utility billing, purchasing, business license and accounts receivable functions
- Developed \$120 million budget for 250 full-time employees
- Coordinated IT overhaul, including finance, utility billing and recreation software conversions, standardization, training, disaster recovery and outsourcing.
- Assisted RDA with analysis of development agreements and economic impact
- Developed pro-formas for proposed aquatics and community centers
- Updated the city's impact fees, user fees and utility rates

**April 1999 to March 2001 – Senior Management Analyst, City of Tustin, CA**

- Coordinated the City's \$80 million operating and CIP budget with all departments
- Managed finance software upgrade, focusing on departmental reports
- Deployed online payment system for utility customers

**June 1995 to March 1999 – Management Analyst – Community Services, City of Claremont, CA**

- Assisted in the development of effective parks and recreation programs
- Assisted in the construction and programming of the Claremont Youth Activity Center, Claremont Skate Park and Hughes Community Center
- Coordinated Non-Profit Funding Program utilizing CDBG and General Funds
- Coordinated budget and evaluated cost recovery for the department

**April 1994 to May 1995 – Intern – Human Services and Public Works, City of La Mirada, CA**

- Assisted the Human Services and Public Works department with studies and projects.

**EDUCATION**

- Claremont Graduate University – Completed coursework towards Masters in Public Policy
- Cal State Northridge – MA Public Administration
- Cal Poly, Pomona – BS in Urban and Regional Planning

**PROFESSIONAL ASSOCIATIONS & EXPERIENCES**

- California Society of Municipal Finance Officers (CSMFO – Board Member)
- Government Finance Officers Association (GFOA)
- International City/County Management Association (ICMA) and (Cal-ICMA)
- Municipal Information Systems Association of California (MISAC)



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[www.revenuecost.com](http://www.revenuecost.com)



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 16

May 23, 2019

## **NEW BUSINESS**

Request for Out-of-State Travel to attend the 2019 NEOGOV Connect Conference (User Conference).

### **RECOMMENDATION(S)**

That the City Council approve out-of-state travel for the Human Resources Analyst to attend the 2019 NEOGOV Connect Conference in Las Vegas, NV.

### **BACKGROUND**

NEGOV is the leader in human resources software nationwide for public sector agencies and is the system the City utilizes for recruitment and testing. NEOGOV is holding its annual conference October 8 – 10, 2019 in Las Vegas, NV. Because NEOGOV supports agencies nationwide, the conference is generally held in Las Vegas, Nevada, a central location.

The conference brings together the NEOGOV community and is designed for HR professionals to gain professional skills and knowledge. The conference offers industry educational sessions, NEOGOV product sessions, best practices sessions, one-on-one product support appointments, and networking opportunities. The conference will allow the City's Human Resources Analyst, Cindy Rosales, to meet and discuss issues with like-minded organizations and professionals, and gain tools needed to more effectively and efficiently use the City's NEOGOV products. By attending this conference our goal is to maximize our use of the NEOGOV products which will add value to the City.

### **FISCAL IMPACT**

The estimated cost to attend the NEOGOV Connect Conference is \$1,476 and is proposed to be included in the fiscal year 2019-20 Human Resources training budget.

A handwritten signature in blue ink, appearing to be 'R R'.

*for* Raymond R. Cruz  
City Manager

## City of Santa Fe Springs Travel Request Form

Account No.: <b>10101135-540030</b>		Date: <b>05/01/2019</b>	
Name(s) & Title(s): <b>CINDY ROSALES, HUMAN RESOURCES ANALYST</b>			
Destination: <b>LAS VEGAS, NV</b>			
Dates of Travel:		From: <b>10/8/2019</b>	To: <b>10/11/2019</b>
Purpose of Travel: <b>ATTEND NEOGOV TRAINING CONFERENCE</b>			
Budgeted?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
If Not Budgeted, Are Funds Available?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Estimated Expenses: (Check items to be prepaid by City)	<input checked="" type="checkbox"/>	Transportation	\$ <b>303.92</b>
	<input checked="" type="checkbox"/>	Meals	<b>264.00</b>
	<input checked="" type="checkbox"/>	Lodging	<b>408.17</b>
	<input checked="" type="checkbox"/>	Registration	<b>500.00</b>
	<input type="checkbox"/>	Other	
Advance Requested:			
\$ <b>567.92</b>		Total:	\$ <b>1,476.09</b>

**NOTE: Expense report for actual expenses must be submitted within thirty (30) days.**

*Out-of-State travel requests must be approved by the City Council.  
Attach Agenda Report.*

I believe the requested travel to be necessary and beneficial to the City of Santa Fe Springs.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
City Manager



# City of Santa Fe Springs

City Council Meeting

May 23, 2019

## **PRESENTATION**

Introduction of New Santa Fe Springs Department of Fire-Rescue Firefighter Candidates

## **RECOMMENDATION**

The Mayor may wish to call upon Fire Chief Brent Hayward to introduce the newest members of the Santa Fe Springs Department of Fire-Rescue.

## **BACKGROUND**

Three (3) Firefighter Candidates were hired on April 1, 2019 to replace current vacancies in the Department of Fire-Rescue.

The three (3) new employees are currently on their assignments after completion of a comprehensive three-week orientation academy instructed by Santa Fe Springs Fire-Rescue personnel. They will continue their training throughout their first year of employment and will be tested quarterly covering each of the many skills they will be tasked with learning.

The three (3) new firefighters are considered Firefighter Candidates until their successful completion of a one-year probation. At that time they will receive permanent status with the City and receive their Santa Fe Springs Department of Fire-Rescue firefighter badge and compliment of new personal protective equipment.

## New Santa Fe Springs Department of Fire-Rescue Firefighter Candidates

Cole Othmer  
Vitus Pinto  
Brennen Ross

*For*   
Raymond R. Cruz  
City Manager



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 25B

May 23, 2019

## **PRESENTATION**

Proclaiming the Week of May 19 - 25, 2019 as "National Public Works Week"

## **RECOMMENDATION**

That the City Council proclaim the week of May 19 - 25, 2019 as "National Public Works Week".

## **BACKGROUND**

National Public Works Week (NPWW) is a celebration of the tens of thousands of men and women in North America who provide the services and maintain the infrastructure collectively known as public works. Instituted as a public education campaign by the American Public Works Association (APWA) in 1960, the goal is to call attention to the importance of public works in community life.

National Public Works Week is observed each year during the third full week of May. Through NPWW and other efforts, APWA seeks to raise the public's awareness of public works issues and increase confidence in public works employees dedicated to improving the quality of life for present and future generations.

This year's National Public Works Week theme is "It Starts Here." Emphasizes that infrastructure, growth and innovation, mobility, security, and healthy communities all begin with public works. The bottom line is that citizens' quality of life starts with public works.

This year we celebrated Public Works Week with the students and staff of St. Pius X School on Wednesday, May 15, 2019.

The Mayor may wish to call upon Director of Public Works, Noe Negrete, to receive the proclamation.

  
For Raymond R. Cruz  
City Manager

## Attachment:

Exhibit A: Proclamation

Report Submitted By: Noe Negrete  
Director of Public Works

  
Date of Report: May 15, 2019

## **NATIONAL PUBLIC WORKS WEEK**

*WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and*

*WHEREAS, public infrastructure is the backbone of society; and*

*WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, storm drains, sewers, streets and highways, public buildings and facilities, and traffic signals; and*

*WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and*

*WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, construction and maintenance is vitally dependent upon the efforts and skill of public works officials; and*

*WHEREAS, the efficiency of the qualified and dedicated personnel that staff public works departments is materially influenced by people's attitude and understanding of the importance of the work they perform,*

*NOW, THEREFORE, I, Juanita Trujillo, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim the week of May 19 – 25, 2019 as*

## **NATIONAL PUBLIC WORKS WEEK**

*in the City of Santa Fe Springs and recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.*

*DATED this 23<sup>rd</sup> day of May, 2019.*

---

*JUANITA TRUJILLO, MAYOR*

*ATTEST:*

---

*JANET MARTINEZ, CITY CLERK*



# City of Santa Fe Springs

City Council Meeting

May 23, 2019

## **PRESENTATION**

Recognition of Santa Fe Springs City Library 2019 Bookmark Contest Winners

### **RECOMMENDATION**

That the City Council recognize the Santa Fe Springs City Library 2019 Bookmark Contest Winners.

### **BACKGROUND**

Every year, the Library organizes a Summer Reading program for children and teens in the community. This year, the theme is "A Universe of Stories" and it celebrates the 50<sup>th</sup> anniversary of man's first walk on the moon.

The Santa Fe Springs City Library applied for, and received, a generous art grant from the Heritage Arts in Public Places program for a bookmark contest. Flyers were distributed to all students in our local schools and were available online and in the Library. We received over 200 bookmark designs from our local students. In each design, youth used the freedom of their imagination to create an item that has practical use and can be distributed to large numbers of people.

This art project enriched students' learning by allowing them an opportunity to let their imagination soar and create a design that they love. They learned how to create an original work with a specific purpose and theme. They also learned how to work within physical parameters (such as size and medium) and allow their work to be reproducible. One design was chosen in each grade level category (K-2, 3-5, 6-8, and 9-12) for a total of four designs. The Heritage Arts Advisory Committee judged the designs and four winners were selected. Winners are able to see their work come to fruition and be used all summer.

We wish to recognize this year's winners for their achievement. The winners of this year's bookmark design competition are as follows:

Kindergarten – 2 <sup>nd</sup> grade:	Natalie Henriquez
3 <sup>rd</sup> grade – 5 <sup>th</sup> grade:	Mikaela Oliva
6 <sup>th</sup> grade – 8 <sup>th</sup> grade:	Fatima Vazquez
9 <sup>th</sup> grade – 12 <sup>th</sup> grade:	Hailie Castaneda

The Mayor may wish to call on Deborah Raia, Librarian III, to assist with this presentation.

  
 Raymond R. Cruz  
 City Manager



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 25D

May 23, 2019

## **PRESENTATION**

Lake Center Middle School 8<sup>th</sup> Grade Students on the 2019 Washington D.C. Trip

## **RECOMMENDATION:**

The Mayor may wish to call upon Jennifer Conforti to assist with this presentation.

## **BACKGROUND**

Each year, the City donates approximately \$14,000.00 to assist students that reside in Santa Fe Springs in participating in the annual Washington D.C. trip. As customary, the students have asked for the opportunity to share their experiences and thank Council for their support. Trip advisor Jennifer Conforti will be present to give the presentation.

*for*   
Raymond R. Cruz  
City Manager

Attachment(s):

None



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 25E

May 23, 2019

## **PRESENTATION**

Recognition of 2019 Santa Fe Springs Older American Award Recipient – Mr. Paul Nakamura

## **RECOMMENDATION**

That the City Council recognize Mr. Paul Nakamura as the recipient of the 2019 Santa Fe Springs Older American Award.

## **BACKGROUND**

Every year, the Los Angeles County Commission for Older Adults honors adults of age for their energy, dedication, and commitment to service to their community. The 2019 Santa Fe Springs Older American Award recipient is Mr. Paul Nakamura.

Mr. Nakamura has been a resident of Santa Fe Springs for 39 years and has been an active volunteer for over 10 years. The majority of his volunteer work has been at the Gus Velasco Neighborhood Center (GVNC). Mr. Nakamura's volunteer service includes assistance in Gus' Kitchen, the Thankful Neighbor and Neighborly Elf holiday basket programs, and the annual Children's Boutique. In addition, Mr. Nakamura is a member of the Senior Advisory Committee, where he provides feedback and makes recommendations to staff regarding senior programming. Mr. Nakamura has also been involved with various other City programs and is proud to serve his community.

The City recognizes Mr. Nakamura's passion and commitment to community service and is honored to present him the 2019 Older American Award.

The Mayor may wish to call on Carlos Mendoza, Community Services Supervisor, to assist with the presentation.

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

for

Raymond R. Cruz  
City Manager

May 23, 2019



# City of Santa Fe Springs

City Council Meeting

## APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	2	Rounds
Beautification	5	Rodriguez
Beautification	2	Zamora
Beautification	1	Trujillo
Family & Human Services	1	Mora
Family & Human Services	2	Rodriguez
Historical	3	Mora
Historical	2	Rodriguez
Historical	2	Zamora
Historical	2	Rounds
Historical	3	Trujillo
Parks & Recreation	1	Mora
Parks & Recreation	2	Zamora
Parks & Recreation	1	Rounds
Parks & Recreation	2	Trujillo
Senior	3	Mora
Senior	3	Trujillo
Sister City	1	Mora
Sister City	3	Rodriguez
Sister City	3	Zamora
Sister City	2	Rounds
Sister City	2	Trujillo
Youth Leadership Committee	3	Rounds

### Applications Received: None

**Recent Actions:** Josefina Lara and Delia Chavez were appointed to the Senior Advisory Committee. Rebecca Lira was removed from the Senior Advisory Committee

### Attachments:

1. Prospective Members
2. Committee Lists

  
 for Raymond R. Cruz  
 City Manager

## **Prospective Members for Various Committees/Commissions**

**Beautification**

**Family & Human Services**

**Heritage Arts**

**Historical**

**Personnel Advisory Board**

**Parks & Recreation**

Nicolas Gonzalez

**Planning Commission**

**Senior Citizens Advisory**

**Sister City**

**Traffic Commission**

**Youth Leadership**

# BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Hall

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

Membership: 25 Residents appointed by City Council

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Mora</b>	Juliet Ray	(20)
	Guadalupe Placencia	(19)
	Francis Carbajal	
	Eileen Ridge	(19)
	Jeannie Hale	(19)
<b>Zamora</b>	Annette Ramirez	(20)
	Charlotte Zevallos	(20)
	Doris Yarwood	(20)
	<b>Vacant</b>	(19)
	<b>Vacant</b>	
<b>Rounds</b>	<b>Vacant</b>	
	Jeanette Lizaraga	(20)
	Mary Arias	(19)
	Marlene Vernava	(19)
	<b>Vacant</b>	
<b>Rodriguez</b>	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Trujillo</b>	Jacqueline Martinez	(20)
	AJ Hayes	(20)
	<b>Vacant</b>	
	Debra Cabrera	(19)
	Kay Gomez	

*\*Indicates person currently serves on three committees*

# FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., 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
<b>Mora</b>	Martha Villanueva	(20)
	<b>Vacant</b>	
	Miriam Herrera	
<b>Zamora</b>	Gaby Garcia	(20)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
<b>Rounds</b>	Dolores Duran	(20)
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
<b>Rodriguez</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	Hilda Zamora	(19)
<b>Trujillo</b>	Dolores H. Romero*	(20)
	Laurie Rios	(20)
	Bonnie Fox	(19)

**Organizational Representatives:** Nancy Stowe  
(Up to 5) 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
Mora	AJ Hayes	6/30/2021
Zamora	Larry Oblea	6/30/2019
Rounds	Richard Moore	6/30/2021
Rodriguez	Francis Carbajal	6/30/2021
Trujillo	Laurie Rios	6/30/2021

### Committee Representatives

Beautification Committee	Jacqueline Martinez	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	Bill Rounds
Council Alternate	Vacant
City Manager	Ray Cruz
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
<b>Mora</b>	<b>Vacant</b>	
	Tony Reyes	(20)
	<b>Vacant</b>	
<b>Zamora</b>	<b>Vacant</b>	
	Francis Carbajal	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Rounds</b>	Larry Oblea	(20)
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Rodriguez</b>	Adrienne Matte	(20)
	Mark Scoggins*	(19)
	<b>Vacant</b>	(19)
	<b>Vacant</b>	
<b>Trujillo</b>	Annette Ramirez	(20)
	Sally Gaitan	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Trujillo</b>	Merrie Hathaway	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	

*\*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
<b>Mora</b>	<b>Vacant</b>	
	Adrian Romero	(19)
	William Logan	(19)
	Ralph Aranda	(19)
	Kurt Hamra	(19)
<b>Zamora</b>	Michael Givens	(20)
	Ruben Gonzalez	(20)
	Frank Aguayo, Sr.	(20)
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Rounds</b>	Kenneth Arnold	(20)
	Mary Anderson	(20)
	<b>Vacant</b>	(20)
	Tim Arnold	(19)
	Mark Scoggins*	(19)
<b>Rodriguez</b>	Rudy Lagarreta Jr.	(20)
	Priscilla Rodriguez	(20)
	Lisa Garcia	(19)
	Sylvia Perez	(20)
	David Diaz-Infante	(19)
<b>Trujillo</b>	Dolores Romero	(19)
	Andrea Lopez	(20)
	Lydia Gonzalez	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	

\*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

<b>APPOINTED BY</b>	<b>NAME</b>	<b>TERM EXPIRES JUNE 30 OF</b>
<b>Council</b>	Angel Munoz	6/30/2019
	Ron Biggs	6/30/2019
<b>Personnel Advisory Board</b>	Neal Welland	6/30/2020
<b>Firemen's Association</b>	Jim De Silva	6/30/2019
<b>Employees' Association</b>	Johnny Hernandez	6/30/2020

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# PLANNING COMMISSION

updated 10/17/17

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

---

Mora	Ken Arnold
Rounds	Ralph Aranda
Rodriguez	Francis Carbajal
Trujillo	Frank Ybarra
Zamora	Gabriel Jimenez

# SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., 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
<b>Mora</b>	Paul Nakamura	(20)
	Astrid Shesterkin	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Zamora</b>	Dolores Duran	(20)
	Elena Lopez Armendariz	(20)
	Josefina Lara	(20)
	Amelia Acosta	(19)
	Gloria Madrid	(19)
<b>Rounds</b>	Sally Gaitan	(20)
	Bonnie Fox	(20)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
<b>Rodriguez</b>	Yoko Nakamura	(20)
	Linda Vallejo	(20)
	Hilda Zamora	(19)
	Martha Villanueva	(20)
	Delia Chavez	(20)
<b>Trujillo</b>	Eduardo Duran	(20)
	<b>Vacant</b>	
	<b>Vacant</b>	
	Margaret Bustos*	(19)
	<b>Vacant</b>	

*\*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
<b>Mora</b>	Martha Villanueva	(20)
	Laurie Rios	(18)
	<b>Vacant</b>	
	Peggy Radoumis	(19)
	Francis Carbajal	(19)
<b>Zamora</b>	Charlotte Zevallos	(20)
	<b>Vacant</b>	(19)
	<b>Vacant</b>	
	Doris Yarwood	(19)
<b>Vacant</b>		
<b>Rounds</b>	Manny Zevallos	(20)
	Susan Johnston	(20)
	Jacqueline Martinez	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Rodriguez</b>	Jeannette Wolfe	(20)
	Kayla Perez	(20)
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Trujillo</b>	Beverly Radoumis	(19)
	Andrea Lopez	(20)
	<b>Vacant</b>	(19)
	Marcella Obregon	(19)
	<b>Vacant</b>	(19)

*\*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**

---

Mora	Bryan Collins
Rounds	Johana Coca
Rodriguez	Felix Miranda
Trujillo	Linda Vallejo
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
<b>Mora</b>	Kharisma Ruiz	(20)
	Destiny Cornejo	(19)
	Zachary Varela	(20)
	Jazmine A. Duque	(19)
<b>Zamora</b>	Joseph Casillas	(20)
	Savanna Aguayo	(19)
	Valerie Melendez	(19)
	Christian Zamora	(19)
<b>Rounds</b>	Abraham Walters	(21)
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Rodriguez</b>	Angel M. Corona	(19)
	Jasmine Rodriguez	(21)
	Ivan Aguilar	(19)
	Jennifer Centeno Tobar	(19)
<b>Trujillo</b>	Bernardo Landin	(20)
	Isaac Aguilar	(21)
	Andrew Bojorquez	(20)
	Alan Avalos	(21)