

### **AGENDA**

REGULAR MEETINGS OF THE SANTA FE SPRINGS
HOUSING SUCCESSOR
SUCCESSOR AGENCY
AND CITY COUNCIL

November 2, 2021 6:00 P.M.

Jay Sarno, Councilmember Juanita Trujillo, Councilmember Joe Angel Zamora, Councilmember Annette Rodriguez, Mayor Pro Tem John M. Mora, Mayor

> Council Chambers 11710 Telegraph Road Santa Fe Springs, CA 90670

You may attend the City Council meeting telephonically or electronically using the following means:

**<u>Electronically using Zoom:</u>** Go to Zoom.us and click on "Join A Meeting" or use

the following link:

https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdKQXNZVzh4Zz09

Zoom Meeting ID: 521620472 Password: 659847

<u>Telephonically:</u> Dial: 888-475-4499 Meeting ID: 521620472

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 sign-in using the sheet available with front staff. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced.

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

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

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

## City of Santa Fe Springs

Regular Meetings November 2, 2021

#### 1. CALL TO ORDER

#### 2. ROLL CALL

Jay Sarno, Councilmember Juanita Trujillo, Councilmember Joe Angel Zamora, Councilmember Annette Rodriguez, Mayor Pro Tem John M. Mora, Mayor

#### 3. INVOCATION

#### 4. PLEDGE OF ALLEGIANCE

**PUBLIC COMMENTS** This is the time when comments may be made by citizens on matters under the jurisdiction of the City Council, on the agenda and not on the agenda. Each citizen is limited to three (3) minutes.

#### HOUSING SUCCESSOR

#### 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 Housing Successor.

Minutes of the October 5, 2021 Housing Successor Meetings (City Clerk) **Recommendation:** 

• Approve the minutes as submitted.

#### SUCCESSOR AGENCY

#### 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 Successor Agency.

Minutes of the October 5, 2021 Successor Agency Meetings (City Clerk) **Recommendation:** 

#### Necommendation.

Approve the minutes as submitted.

#### 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 October 5, 2021 Regular City Council Meetings (City Clerk) Recommendation:
  - Approve the minutes as submitted.

Regular Meetings November 2, 2021

b. <u>A Resolution of the City Council Authorizing Remote Teleconference Meetings</u> (City Attorney)

#### Recommendation:

Adopt Resolution No. 9735:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS MAKING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY

c. A Resolution of the City Council Suspending Section 32.36 of the Santa Fe Springs Municipal Code as to Planning Commission Chairperson Ken Arnold Due to Special Circumstances (City Attorney)

#### Recommendation:

Adopt Resolution No. 9736:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS SUSPENDING SECTION 32.36 OF THE SANTA FE SPRINGS MUNICIPAL CODE AS TO PLANNING COMMISSION CHAIRPERSON KEN ARNOLD DUE TO SPECIAL CIRCUMSTANCES.

d. <u>Valley View Avenue/Rosecrans Avenue Intersection Improvements – Rejection of</u> Bids (Public Works)

#### Recommendation:

- Reject the bids submitted for the Valley View Avenue / Rosecrans Avenue Intersection Improvements project; and
- Authorize the City Engineer to re-solicit bid proposals for the Valley View Avenue / Rosecrans Avenue Intersection Improvements project.
- e. <u>Little Lake Park Bus Stop Improvements Final Payment (Public Works)</u> **Recommendation:** 
  - Approve the Final Payment (less 5% Retention) to EBS General Engineering, Inc. of Corona, California in the amount of \$24,335.20 for the subject project.
- f. <u>Community Facilities District No. 2004-1 (Bloomfield-Florence) Annual Special Tax Levy Report for Fiscal Year 2020-21 (Public Works)</u>

#### Recommendation:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2020-21.
- g. <u>Community Facilities District No. 2002-1 (Bloomfield-Lakeland) Annual Special Tax Levy Report for Fiscal Year 2020-21 (Public Works)</u>

#### Recommendation:

• Receive and file the Special Tax Levy Annual Report for Community Facilities District 2002-1 for Fiscal Year 2020-21.

Regular Meetings November 2, 2021

#### **PUBLIC HEARING**

9. Consideration of an appeal of Development Plan Approval Case No. 980 and related Environmental Documents (Initial Study/Mitigated Negative Declaration) (Planning)

#### Recommendations:

 Continue the appeal hearing to the December 7, 2021 City Council Meeting.

#### **NEW BUSINESS**

10. Purchase of One (1) New 2022 Ford F-550 with Chipper Dump Body from Fairway Ford (Finance)

#### Recommendation:

- Purchase of one (1) new 2022 F-550 with Chipper Dump Body from Fairway Ford;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$80,118.58 to Fairway Ford.
- 11. Purchase of One (1) New 2022 Ford Ranger from Fairway Ford (Finance)

#### Recommendation:

- Purchase of one (1) New 2022 Ford Ranger by awarding an order to Fairway Ford;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$27,852.54 to Fairway Ford.
- 12. Approval of Agreement between the City of Santa Fe Springs and the California
  State University of Los Angeles Student Intern Program (Community Services)
  Recommendation:
  - Approve the California State University Los Angeles Clinical Affiliation Agreement No. 6721-0151HC.
  - Authorize the Mayor to execute and sign the California State University Los Angeles Clinical Affiliation Agreement No. 6721-0151HC.
- 13. Clarke Estate Carpet Replacement and Betty Wilson Center Vinyl Flooring Replacement and Interior Painting Authorization to Advertise for Construction Bids (Public Works)

#### Recommendation:

- Add Clarke Estate Carpet Replacement and Betty Wilson Center Vinyl Flooring Replacement and Interior Painting Projects to the Capital Improvement Plan;
- Approve the plans and specifications; and
- Authorize the City Engineer to advertise for construction bids.
- 14. Phase I and Phase II Environmental Site Assessment-Parcel 1 (APN 8009-007-930) of Sculpture Garden- Award of Contract and Appropriation of Funds (Planning)

#### Recommendation:

- Accept the Proposal from Waterstone Environmental, Inc., and
- Award a contract to Waterstone Environmental, Inc., in the amount of \$25,000 (includes a contingency), to conduct a Phase I and Phase II

Regular Meetings November 2, 2021

Environmental Assessment on Parcel 1(APN 8009-007-930); and

- Appropriate \$25,000.00 from the General Fund to Account No. 1010-3115-542050 (Economic Development)
- Authorize the Mayor or designee to execute a Professional Services Agreement with Waterstone Environmental, Inc., subject to the final review and approval of the City Attorney.

## 15. Adopt Resolution No. 9737 Approving Changes to the Salary Schedule and Approval of Related Personnel Modifications (Finance)

Recommendation:

- Adopt Resolution No. 9737 approving changes to the City's Fiscal Year 2021-22 Salary Schedule.
- Approve the classification specification changes and salary modifications for the following positions: Water Utility Worker, Water Utility Lead Worker, Water Utility Supervisor, Public Works Inspector.
- Approve the classification specification changes and title change for Water Well Operator to Water System Operator.
- Adopt classification specifications for the following positions: Water Meter Reader and Assistant Traffic Signal and Street Lighting Technician.

#### 16. PRESENTATIONS

Presentation from Santa Fe Springs Chamber of Commerce Member and CAPitalizingonCapabilities (CAPC) Secretary/Treasurer, Wendy Meador-Kunert (City Manager)

#### 17. VETERAN'S DAY CEREMONY

The City Council will recess the meeting to hold the Veteran's Day Ceremony at the Veteran's Memorial Fountain.

#### 18. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

#### 19. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

#### 20. COUNCIL COMMENTS

#### 21. ADJOURNMENT

I, Janet Martinez, City Clerk for the City of Santa Fe Springs, do hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; City's website at <a href="https://www.santafesprings.org">www.santafesprings.org</a>; 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

October 28, 2021
Date Posted

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

# FOR ITEM NO. 7 PLEASE SEE ITEM NO. 8A

City Council Meeting

*November 2, 2021* 

#### CONSENT AGENDA

Minutes of the October 5, 2021 Regular City Council Meetings

#### **RECOMMENDATION(S)**

• Approve the minutes as submitted.

#### **BACKGROUND**

Staff has prepared minutes for the following meeting:

October 5, 2021

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz City Manager

#### Attachments:

1. October 5, 2021 Meeting Minutes

Report Submitted By: Janet Martinez, City Clerk/ Date of Report: October 28, 2021

Fernando Munoz, Deputy City Clerk



# MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

October 5, 2021

#### 1. CALL TO ORDER

Mayor Mora called the meeting to order at 6:02 P.M.

#### 2. ROLL CALL

**Members present:** Councilmembers Sarno, Trujillo, Zamora, Mayor Pro Tem Rodriguez, and Mayor Mora.

Members absent: None.

#### 3. INVOCATION

Councilmember Sarno led the invocation.

#### 4. PLEDGE OF ALLEGIANCE

Jasmine Rodriguez from the Youth Leadership Committee led the Pledge of Allegiance.

**5. PUBLIC COMMENTS:** The following persons spoke during Public Comments in-person: Leticia Vasquez-Wilson, Ronald Wilson, Ivan Sulic, Alex Huitron, Norma Hernandez, Richard Andrade. Via Zoom: Josie Garcia, Alex Rojar

#### **HOUSING SUCCESSOR**

#### 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 Housing Successor.

Minutes of the September 7, 2021 Housing Successor Meetings (City Clerk)

#### Recommendation:

Approve the minutes as submitted.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Rodriguez, to approve the minutes as submitted, by the following vote:

Ayes:

Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes:

None

Absent:

None

#### **NEW BUSINESS**

7. Approval of Resolution No's. HS-2021-003, HS-2021-004, HS-2021-005 and HS-2021-006
Related to four Housing Successor Agency actions on the Lakeland and Laurel Affordable
Housing Project. 1) Loan Funding Commitment with Richman Group of California
Development Company, LLC, and 2) Grant Funding Agreement with TWC Housing, LLC;
3) Purchase and Sale Agreement with Habitat for Humanity of Greater Los Angeles, and

## Grant Funding Agreement with Habitat for Humanity Los Angeles (Planning/Finance) Recommendation:

- Approve the Resolutions No's. HS-2021-003, HS-2021-004, HS-2021-005 and HS-2021-006;
- Authorize the City Manager/Executive Director to execute a Loan Commitment Letter to Richman Group of California Development Company in the amount of Six Million Dollars (\$6,000,000); and
- Approve the funding Agreement with TWC Housing LLC in the amount of One Million One Hundred Thousand Dollars (\$1,100,000); and
- Approve the Purchase, Sale and Development Agreement by and between the City of Santa Fe Springs (the "Seller") and Habitat for Humanity of Greater Los Angeles; and
- Approve the funding Agreement with Habitat for Humanity of Greater Los Angeles in the amount of One Million Three Hundred Thousand Dollars (\$1,300,000), all for the development of interim and permanent affordable housing for families and veterans families, and families and veterans experiencing homelessness.

Deputy City Attorney, Russell Hildebrand provided a presentation on Item No. 7. Rick Westburg from the Richmond Group also provided a presentation on Item No. 7. Councilmember Zamora asked for samples of the housing that will be built, and inquired if private security would be hired to avoid theft during the construction process. Mr. Westburg stated that all projects are fobbed and secured and would be tailored specifically to the needs of the community. Councilmember Zamora recommended The Richmond Group work with local schools to identify community members who would be in need of housing.

It was moved by Councilmember Trujillo, seconded by Councilmember Sarno, to approve the Resolutions No's. HS-2021-003, HS-2021-004, HS-2021-005 and HS-2021-006, authorize the City Manager/Executive Director to execute a Loan Commitment Letter to Richman Group of California Development Company in the amount of Six Million Dollars (\$6,000,000), approve the funding Agreement with TWC Housing LLC in the amount of One Million One Hundred Thousand Dollars (\$1,100,000); and approve the Purchase, Sale and Development Agreement by and between the City of Santa Fe Springs (the "Seller") and Habitat for Humanity of Greater Los Angeles; and approve the funding Agreement with Habitat for Humanity of Greater Los Angeles in the amount of One Million Three Hundred Thousand Dollars (\$1,300,000), all for the development of interim and permanent affordable housing for families and veterans families, and families and veterans experiencing homelessness, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

#### **SUCCESSOR AGENCY**

#### 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

#### Successor Agency.

## Minutes of the September 7, 2021 Successor Agency Meetings (City Clerk) Recommendation:

Approve the minutes as submitted.

It was moved by Councilmember Sarno, seconded by Mayor Pro Tem Rodriguez, to approve the minutes as submitted, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

#### CITY COUNCIL

#### 9. 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 September 7, 2021 Regular City Council Meetings (City Clerk) Recommendation:
  - Approve the minutes as submitted.
- b. <u>Department of Fire-Rescue, Nurse Educator Award of Contract (Fire)</u> **Recommendation:** 
  - Approve and authorize the City Manager to execute a professional services agreement with UCLA Center of Pre-Hospital Care, in a final form approved by the City Attorney's office, for the consultation position of Nurse Educator for the Department of Fire-Rescue in the amount of \$47,520.00 per contract year.
- c. <u>Interior and Exterior Painting Park Facilities (Little Lake Park, Los Nietos Park, Santa Fe Springs Park) Final Payment (Public Works)</u>

#### Recommendation:

• Approve the Final Payment to Innovation Painting, Inc. of Ontario, California in the amount of \$50,445.00 (Less 5% Retention) for the subject project.

It was moved by Councilmember Trujillo, seconded by Councilmember Zamora, to approve Item Nos. 9A to 9C, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

#### **PUBLIC HEARING**

**10.** Consideration of an appeal of Development Plan Approval Case No. 980 and related Environmental Documents (Initial Study/Mitigated Negative Declaration) (Planning)

#### Recommendations:

 Continue the appeal hearing to the next regularly scheduled City Council Meeting on Tuesday, November 2, 2021. It was moved by Councilmember Sarno, seconded by Councilmember Trujillo, to continue the appeal hearing to the next regularly scheduled City Council Meeting on Tuesday, November 2, 2021, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

#### **PUBLIC HEARING**

#### **11.** Alcohol Sales Conditional Use Permit Case No. 79 (Police Services)

#### Recommendations:

- Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 79, and thereafter close the Public Hearing; and
- Approve Alcohol Sales Conditional Use Permit Case No. 79 subject to the conditions of approval contained in Resolution No. 9732 as "Exhibit A", and:
- Adopt Resolution 9732, which incorporates the City Council's findings and action regarding this matter.

Director of Police Services, Dino Torres provided a brief presentation on Item No. 11.

Mayor Mora opened the public hearing at 6:59 p.m.

There were no speakers.

Mayor Mora closed the public hearing at 6:59 p.m.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Rodriguez, to approve Alcohol Sales Conditional Use Permit Case No. 79 subject to the conditions of approval contained in Resolution No. 9732 as "Exhibit A", and adopt Resolution No. 9732, which incorporates the City Council's findings and action regarding this matter, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

#### **NEW BUSINESS**

#### **12.** Purchase of One (1) New 2022 Ford Explorer from Fairway Ford (Finance)

#### Recommendation:

- Purchase of one (1) New 2022 Ford Explorer by awarding an order to Fairway Ford;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$34,149.94 to Fairway Ford.

Director of Purchasing Services, Paul Martinez, provided a brief presentation on Item No. 12.

It was moved by Mayor Pro Tem Rodriguez, seconded by Councilmember Zamora,

to purchase one (1) New 2022 Ford Explorer by award an order to Fairway Ford, and authorize the Director of Purchasing Services to issue a purchase order in the amount of \$34,149.94 to Fairway Ford, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

13. Approval of Amendment Number Four 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)

#### **Recommendations:**

- Approve Amendment Number Four to Lease Agreement between the City of Santa Fe Springs and The Whole Child to extend the lease term by one month for use of the modular building located at the Gus Velasco Neighborhood Center with a monthly rent of \$2,250 for the extended period.
- Authorize the Mayor to execute and sign Amendment Number Four to Lease Agreement between the City of Santa Fe Springs and the Whole Child.

Family & Human Services Manager, Ed Ramirez provided a brief presentation on Item No. 13.

It was moved by Councilmember Zamora, seconded by Councilmember Sarno, to approve Amendment Number Four to Lease Agreement between the City of Santa Fe Springs and The Whole Child to extend the lease term by one month for use of the modular building located at the Gus Velasco Neighborhood Center with a monthly rent of \$2,250 for the extended period, and authorize the Mayor to execute and sign Amendment Number Four to Lease Agreement between the City of Santa Fe Springs and The Whole Child, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

14. Heritage Park Train Exhibit Improvements (Paint Train Engine and Caboose Car) – Authorization to Advertise for Construction Bids (Public Works)

#### Recommendations:

- Approve Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

Director of Public Works, Noe Negrete introduced Assistant Civil Engineer, Leonard Liu to provide a brief presentation of Item No. 14.

It was moved by Councilmember Trujillo, seconded by Mayor Pro Tem Rodriguez, to approve the Plans and Specifications, and authorize the City Engineer to advertise for construction bids, by the following vote:

Aves: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

**Absent:** None

Pioneer Boulevard Street Improvement Project (Charlesworth Road to Los Nietos Road)
 Award of Contract for On-Call Professional Engineering Services (Public Works)

#### **Recommendations:**

- Accept the Request For Quotes (RFQ's);
- Award a Task Order No. 1 to NV5, Inc. from Irvine, California for the Design of the Pioneer Boulevard Street Improvement Project in the amount of \$48,500: and
- Authorize the Director of Public Works to execute Task Order No. 1 for On-Call Professional Engineering Services with NV5, Inc.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 15. Councilmember Zamora inquired as to why Coory Engineering was not selected as they were the lowest bidder. Director Negrete stated that while price is one of the factors to consider, qualifications and experience with roads are reasons why they are recommending NV5, Inc.

Councilmember Zamora asked if there was a way to make the signs prohibiting heavy vehicles bigger on certain streets. Director Negrete said the traffic engineer would look into increasing the size of weight restriction signs.

It was moved by Councilmember Sarno, seconded by Councilmember Zamora, to accept the Request For Quotes (RFQ's), award a Task Order No. 1 to NV5, Inc. from Irvine, California for the Design of the Pioneer Boulevard Street Improvement Project in the amount of \$48,500, and authorize the Director of Public Works to execute Task Order No. 1 for On-Call Professional Engineering Services with NV5, Inc, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

#### **16.** Truck Traffic Impact Report (Public Works)

#### Recommendations:

Receive and file the report.

Director of Public Works, Noe Negrete provided a presentation on Item No. 16. City Manager, Raymond R. Cruz added that currently staff is working on a solution to the long-term road issues that will be brought forward to Council by the end of this year.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Rodriguez, to receive and file the report, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

**17.** Adopt Resolution No. 9733 Approving Changes to the Salary Schedule and Approval of Related Personnel Modifications (Finance)

#### Recommendations:

- Adopt Resolution No. 9733 approving changes to the City's Fiscal Year 2021-22 Salary Schedule.
- Approve the classification specification changes for the following positions: Mechanic I & II
- Approve the classification specification changes and title change for Transportation Services Supervisor to Municipal Services Supervisor.
- Adopt classification specifications for the following positions: Facility Lead Worker, Maintenance Worker II, and Librarian II Technical Services.

Director of Finance and Administrative Services, Travis Hickey provided a brief presentation on Item No. 17.

It was moved by Mayor Pro Tem Rodriguez, seconded by Councilmember Trujillo, to adopt Resolution No. 9733 approving changes to the City's Fiscal Year 2021-22 Salary Schedule, approve the classification specification changes for the following positions: Mechanic I & II, approve the classification specification changes and title change for Transportation Services Supervisor to Municipal Services Supervisor, and adopt classification specifications for the following positions: Facility Lead Worker, Maintenance Worker II, and Librarian II – Technical Services, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodriguez, Mora

Nayes: None Absent: None

#### 18. PRESENTATIONS

- a. <u>Proclamation Proclaiming October 23-31, 2021 as "Red Ribbon Week"</u> (<u>Police Services</u>)
- b. <u>Proclamation Proclaiming the Month of October 2021 as "National Community Planning Month"</u> (Planning)
- c. <u>Presentation from Rio Hondo College President Teresa Dreyfuss State of the</u> College (City Manager)

#### 19. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz stated that efforts are being made to change the Bradley Burns 1% Local Sales and Use Tax, which would affect the City of Santa Fe Springs. The first effort was brought forward by City of Rancho Cucamonga at the League of California Cities Annual Conference and the policy committee recommended that the item be further vetted by the City Manager's Working Group and the League's Revenue Taxation Policy Committee before making a final recommendation, which amended and approved the resolution the following day. He added he would continue to work to represent the City's interest.
- Municipal Services Manager, Kevin Periman spoke about special seals placed on all City vehicles in support of Breast Cancer Awareness Month. He also spoke about the special lighting at the bridge on Telegraph Rd and Norwalk Blvd.

- Assistant Director of Planning, Cuong Nguyen spoke about an upcoming Pic 'N' Save that will be located off Norwalk Blvd on the former Rite Aid site.
- Director of Police Services, Dino Torres spoke about the Walk to School Event occurring tomorrow in which police officers will be accompanying students on foot. He also spoke creating an upcoming catalytic converter etching event for City residents.
- Battalion Chief, Chad Van Meeteren spoke about the Fire-Rescue Department receiving the 2021 Mission: EMS Recognition Award from the American Heart Association. He announced that Fire Prevention Week is from October 3 to October 9, 2021, and that an Open House at Station 4 will be held on October 9. Lastly, he announced that Fire-Rescue personnel will be wearing pink to support Breast Cancer Awareness.
- Director of Finance and Administrative Services, Travis Hickey spoke about the retirement of Director of IT Services, Alex Tong.
- Parks and Recreation Manager, Gustavo Hernandez spoke about the Walk to School Day event on October 6, and also announced that Count Dave, the silly vampire would be hosting a children's show at the City Library on Saturday, October 9. Lastly, he announced the Dia De Los Muertos event would held at Heritage Park on October 16.

#### 20. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

No appointments were made.

#### 21. COUNCIL COMMENTS

Councilmember Sarno thanked Public Works for the work on the bridge in recognition of Breast Cancer Awareness Month. He also spoke about the golf event in conjunction with the City of Compton and thanked everyone who attended. He thanked Supervisor Janice Hahn for her support in the housing project as it not only a local problem but a national problem. Lastly, he thanked the residents who speak up and are vocal about what they want to see in their community, and asked City Manager Ray Cruz for current CDC guidelines.

Councilmember Trujillo thanked Public Works for their efforts in Breast Cancer Awareness decorations, and also commended the City for setting an example in being one of the first to provide a homeless housing project. She thanked first responders for wearing pink patches in support of breast cancer awareness, and looked forward to attending the Dia De Los Muertos event.

Councilmember Zamora also highlighted the bridge decorations for current and future events, and thanked employees for wearing pink for the cause. He advocated for being supportive to those who have lost someone to cancer and thanked staff for all they do for the City.

Mayor Pro Tem Rodriguez also commended the breast cancer awareness decorations and encouraged everyone to take mammograms. She also thanked first responders and everyone who attended the Relay for Life event, including the Women's Club for serving the survivors. Lastly, she thanked Santa Fe High School for the foundation meeting, congratulated Alex Tong on his retirement, and highlighted Councilmember Zamora's

efforts for advocating for residents who need housing.

Mayor Mora thanked everyone who supported the Relay for Life event and encouraged for the awareness of all cancers. He also appreciated being on the forefront of mitigating the homelessness crisis and to disrupt the cycle of homelessness by providing housing. He also thanked everyone for attending the meeting and wished everyone a great evening.

22.	ADJOURNMENT Mayor Mora adjourned the meet	ing at 8:09 p.m.
	ATTEST:	John M. Mora Mayor
	Janet Martinez City Clerk	Date

City Council Meeting

*November 2, 2021* 

#### CONSENT AGENDA

A Resolution of the City Council Authorizing Remote Teleconference Meetings

#### **RECOMMENDATION**

Adopt Resolution No. 9735:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS MAKING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY

#### **BACKGROUND**

On March 4, 2020, the Governor issued a proclamation declaring a state of emergency due to the threat of COVID-19. The California Department of Public Health and the County of Los Angeles Department of Public Health have issued public health orders during this state of emergency for the purpose of reducing transmission of COVID-19. Such orders have included social distancing requirements. The City held its meetings remotely over Zoom pursuant to Executive Orders issued by the Governor suspending certain Brown Act meeting requirements to allow remote meetings without public attendance. These Executive Order provisions expired on September 30, 2021.

On September 17, 2021, the Governor signed AB 361. Because the bill contained urgency findings, the law is now in effect. AB 361 allows local agencies to continue to conduct remote meetings during a declared state of emergency, provided local agencies comply with specified requirements. The Governor's declaration of a state of emergency is still in effect.

AB 361 adds a new Subsection (e) to Section 54953 of the Government Code, which allows a local agency to use teleconferencing without complying with the usual requirements set forth in Section 54953(b)(3) (e.g., posting and allowing public attendance at teleconference locations), in any of the following circumstances:

- (A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- (B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- (C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B) that, as a

Date of Report: October 28, 2021

### City of Santa Fe Springs

City Council Meeting

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result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Staff recommends that the City Council adopt the attached resolution to allow for remote teleconference meetings pursuant to AB 361. This resolution would apply to all City commission and committee meetings.

Government Code section 54953(e)(2) sets forth certain requirements for teleconference meetings held pursuant to a state of emergency. They are briefly listed below:

- Notice and posting of meeting agendas as otherwise required by the Brown Act.
- Providing public access and allowing public comment.
- Conducting meetings in a manner that protects the statutory and constitutional rights of the parties and the public in attendance.
- Refraining from taking any action during a disruption which prevents broadcasting or public comment, until public access is restored.
- Not requiring public comments to be submitted in advance, and providing an opportunity for public comment in real time.
- Allowing for full public comment period/reasonable amount of time for public comment.

In order to continue holding teleconference meetings pursuant to this new law, an agency is required, at least every 30 days, to make the following findings by majority vote:

- (A) The legislative body has reconsidered the circumstances of the state of emergency.
  - (B) Any of the following circumstances exist:
  - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
  - (ii) State or local officials continue to impose or recommend measures to promote social distancing.

Accordingly, if the City Council adopts the attached resolution authorizing remote meetings by teleconference (Zoom), staff will include on all future meeting agendas a resolution to continue to hold teleconference meetings until such time as the state of emergency ceases, or as otherwise directed by the City Council.

Raymond R. Cruz City Manager

Date of Report: October 28, 2021

Attachment: Resolution No. 9735

Report Submitted By: Ivy M. Tsai, City Attorney

APPROVED: ITEM NO.:

#### **RESOLUTION NO. 9735**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS MAKING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY

WHEREAS, on March 4, 2020, pursuant to California Government Code section 8625, the Governor declared a state of emergency; and

WHEREAS, on September 17, 2021, the Governor signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 adds Subsection (e) to Section 54953 of the Government Code to authorize legislative bodies to conduct teleconference meetings without complying with the requirements set forth in Section 54953(b)(3), provided the legislative body makes specified findings and complies with certain requirements; and

WHEREAS, the County of Los Angeles Department of Public Health reports a high number of daily cases and community transmission, as well as increased transmission of COVID-19 due to the Delta variant, which is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections; and

WHEREAS, according to the County of Los Angeles Department of Public Health, as of September 28, 2021, there have been at least 1,456,275 cases of COVID-19 and 26,047 deaths reported in Los Angeles County; and

WHEREAS, public health officials recommend social distancing as a protective measure to decrease the chance of spread of COVID-19.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE that the City Council and all legislative bodies and committees of the City are authorized to meet by teleconference pursuant to, and in compliance with the requirements of, Government Code section 54953(e).

APPROVED and ADOPTED this 2<sup>nd</sup> day of November, 2021.

AYES:	
NOES:	
ABSENT:	
ARSTAIN:	

	John M. Mora, Mayor	
ATTEST:		
Janet Martinez, CMC, City Clerk		

City Council Meeting

*November 2, 2021* 

#### CONSENT AGENDA

A Resolution of the City Council Suspending Section 32.36 of the Santa Fe Springs Municipal Code as to Planning Commission Chairperson Ken Arnold Due to Special Circumstances

#### RECOMMENDATION

• Adopt Resolution No. 9736:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS SUSPENDING SECTION 32.36 OF THE SANTA FE SPRINGS MUNICIPAL CODE AS TO PLANNING COMMISSION CHAIRPERSON KEN ARNOLD DUE TO SPECIAL CIRCUMSTANCES

#### **BACKGROUND**

The Mayor requested that this item be placed on the agenda for the City Council's consideration of a request from Planning Commission Chairperson Ken Arnold to suspend Section 32.36 of the Santa Fe Springs Municipal Code due to special circumstances. Section 32.36 provides that if a member of the Planning Commission is absent from three meetings within a calendar year, that individual shall be deemed to have resigned from the commission. Chairperson Arnold inadvertently missed three Planning Commission meetings this calendar year due to unforeseen issues relating to his diagnosis and battle with potentially terminal cancer. He does not know how much time he has left but is committed to serving the City and requests that he be allowed to continue to be on the Planning Commission for as long as he can. He affirms that he will be able to participate in future meetings through Zoom. Due to his being immunocompromised, he is not allowed by his doctors to physically attend meetings.

Chairperson Arnold was appointed to the Planning Commission on September 15, 2014, and staff states that he has been a dedicated commissioner since his appointment. Previously, he served on the Parks and Recreation Advisory Committee for decades and was one of the founding members of the Christmas Float Committee. He is widely considered to be Mr. Santa Claus of Santa Fe Springs. Based on his long-standing history serving the City and the unforeseen and special circumstances relating to his health, it is requested that he be allowed to continue to serve on the Planning Commission.

Raymond R. Cruz City Manager

Date of Report: October 28, 2021

Attachment: Resolution No. 9736

APPROVED: ITEM NO.:

#### **RESOLUTION NO. 9736**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS SUSPENDING SECTION 32.36 OF THE SANTA FE SPRINGS MUNICIPAL CODE AS TO PLANNING COMMISSION CHAIRPERSON KEN ARNOLD DUE TO SPECIAL CIRCUMSTANCES

WHEREAS, Section 32.36 of the Santa Fe Springs Municipal Code provides that if a member of the Planning Commission is absent from three meetings within a calendar year, that individual shall be deemed to have resigned from the commission; and

WHEREAS, Planning Commission Chairperson Ken Arnold inadvertently missed three meetings this calendar year due to unforeseen issues relating to his diagnosis and battle with potentially terminal cancer; and

WHEREAS, Chairperson Arnold does not know how much time he has left but is committed to serving the City and has requested that he be allowed to continue to be on the Planning Commission for as long as he can; and

WHEREAS, due to his being immunocompromised, Chairperson Arnold is not allowed by his doctors to physically attend meetings but affirms that he will be able to participate in future meetings through Zoom; and

WHEREAS, Chairperson Arnold was appointed to the Planning Commission on September 15, 2014, and has been a dedicated commissioner since his appointment; and

WHEREAS, Chairperson Arnold previously served on the Parks and Recreation Advisory Committee for decades and was one of the founding members of the Christmas Float Committee; and

WHEREAS, based on Chairperson Arnold's long-standing history serving the City and the unforeseen and special circumstances relating to his health, the City Council finds that there is basis for suspending Section 32.36 of the Santa Fe Springs Municipal Code to allow Chairperson Arnold to continue to serve on the Planning Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE that Section 32.36 of the Santa Fe Springs Municipal Code is suspended as to Planning Commission Chairperson Ken Arnold, and he may continue to serve on the Planning Commission.

APPROVED and ADOPTED this 2 <sup>nd</sup> day of November.	202	21
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NOES:

ABSENT:		
ABSTAIN:		
	John M. Mora, Mayor	
ATTEST:		
<del></del>		
Janet Martinez, CMC, City Clerk		

City Council Meeting

*November 2, 2021* 

#### CONSENT AGENDA

<u>Valley View Avenue / Rosecrans Avenue Intersection Improvements – Rejection of Bids</u>

#### RECOMMENDATION

- Reject the bids submitted for the Valley View Avenue / Rosecrans Avenue Intersection Improvements project; and
- Authorize the City Engineer to re-solicit bid proposals for the Valley View Avenue
   / Rosecrans Avenue Intersection Improvements project.

#### **BACKGROUND**

The Valley View Avenue / Rosecrans Avenue Intersection Improvements project limits include the intersection of Rosecrans Avenue and Valley View Avenue. The Project shares City boundaries with the City of La Mirada. The Project consists of the removal of existing pavement and the construction of new pavement. The primary objective is to increase left-turn pockets storage on the Northbound and Southbound side along Valley View Avenue and increase curb radius for right turn lanes in both directions along Rosecrans Avenue. Additionally, the project includes the removal and replacement of curb and gutter, sidewalks, curb ramps, box culvert, center median islands, hardscape, driveways as needed and traffic signal improvements.

On October 13, 2021, the City received five (5) bid proposals. The low bidder for the project was Diamond Construction and Design of La Habra, California, with a bid totaling \$795,780.00. The bid proposal for the following bidders reflects the bid amounts.

Company Name			<u>Bid Amount</u>
1. [	Diamond Construction and Design	\$	795,780.00
2. (	CT&T Concrete Paving, Inc.	\$	965,387.65
3. (	Calpromax Engineering, Inc.	\$	978,576.00
4. H	Hardy & Harper	\$	1,020,000.00
5. L	os Angeles Engineering, Inc.	\$	1,099,170.00

After reviewing the bids submitted, staff recommends the bids be rejected and solicit new bid proposals. While this action will further delay the completion of this project, staff believes that the rejection of these bids at this time is in the best interest of the City.

#### **FISCAL IMPACT**

The Valley View Avenue / Rosecrans Intersection Improvements Project is funded by the LACMTA from the I-605 Corridor Hot Spots Interchanges Improvements, using Measure R. Funds.

Director of Public Works

Date of Report: October 28, 2021

#### **INFRASTRUCTURE IMPACT**

There is no fiscal impact associated with this action.

Raymond R. Cruz City Manager

Attachments:

None

City Council Meeting

*November 2, 2021* 

**CONSENT AGENDA** 

<u>Little Lake Park Bus Stop Improvements – Final Payment</u>

#### RECOMMENDATION

 Approve the Final Payment (less 5% Retention) to EBS General Engineering, Inc. of Corona, California in the amount of \$24,335.20 for the subject project

#### **BACKGROUND**

On July 20, 2021, the City Council awarded a contract to EBS General Engineering, Inc. of Corona, California, in the amount of \$25,531.00 for the Little Lake Park Bus Stop Improvements project. The project consists of the removal of the entire bus shelter, including block columns, wood seat bench, trash receptacle, and damaged concrete. The Contractor will furnish and install a new metal bus bench, metal trash receptacle and construct a new concrete bus bench pad and adjacent sidewalk.

The following payment detail represents the Final Payment (less 5% Retention) due per terms of the contract for the work complete and found to be satisfactory.

#### **FISCAL IMPACT**

On July 20, 2021, the City Council appropriated an additional \$12,500 from the Utility Users Tax (UUT) Capital Improvement Fund to the Little Lake Park Bus Improvements Project to cover the budget shortfall. The total project cost, including construction, design, engineering, inspection, and contingency, is approximately \$32,700. The project has sufficient funds, and the City will be reimbursed via the California Natural Resources Agency Grant Fund in the amount of \$20,200.

Raymond R. Cruz City Manager

Attachments:

Attachment No. 1: Final Payment Detail

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: October 25, 2021

City Council Meeting

*November 2, 2021* 

#### CONSENT AGENDA

<u>Community Facilities District No. 2004-1 (Bloomfield-Florence) – Annual Special Tax</u> <u>Levy Report for Fiscal Year 2020-21</u>

#### RECOMMENDATION

 Receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2020-21.

#### **BACKGROUND**

The Mello-Roos Community Facilities Act of 1982 requires the preparation of an annual special tax levy report for each Community Facilities District (CFD). This report must detail the special taxes that are levied within a CFD and any construction activity at the time the report is prepared. The methodology and amounts to be levied were established at the time the CFD was formed.

#### **FISCAL IMPACT**

Repayment of the bonds and payment of services are secured by the special taxes levied on all property within the CFD, other than those properties that are exempt as provided in the respective rate and method of apportionment. Annual administrative expenses are also funded through the annual special tax levy.

Raymond R. Cruz City Manager

Attachments:

Attachments No. 1: Special Tax Levy Annual Report

for CFD 2004-1 for Fiscal Year 2020-21

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: October 28, 2021



## **CITY OF SANTA FE SPRINGS**

ANNUAL REPORT FOR SPECIAL TAXES LEVIED COMMUNITY FACILITIES DISTRICT NO. 2004-1 (BLOOMFIELD-FLORENCE) FISCAL YEAR 2020-21 LOS ANGELES COUNTY, CALIFORNIA

October 26, 2021

PREPARED BY



### CITY OF SANTA FE SPRINGS COMMUNITY FACILITIES DISTRICT NO. 2004-1 (Bloomfield-Florence)

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Exhibi	t D	Debt Service Schedule
Exhibi	t E	Special Tax Roll

#### INTRODUCTION

The City Council of the City of Santa Fe Springs established Community Facilities District No. 2004-1 (Bloomfield-Florence) ("CFD", "CFD No. 2004-1", or the "District") for the purpose of constructing, maintaining and the administration of certain public improvements.

A map showing the boundaries of CFD No. 2004-1 is included in the Appendix as Exhibit A. The District established a Rate and Method of Apportionment of Special Tax (RMA) and a Reimbursement (Payment) Agreement as shown in the Appendix as Exhibit B and C. In compliance with the proceedings governing the formation of CFD No. 2004-1, the special tax has been levied on each assessable parcel within the District according to the provisions of the RMA.

The City of Santa Fe Springs granted the Development Plan Approval ("DPA No. 778-785") authorizing the principal sum of \$700,000 on February 26, 2004. The Reimbursement Agreement that was provided for in the DPA established a 15-year, fully amortized repayment schedule with interest accruing from the date of the loan.

The payments should have commenced in Fiscal Year 2004-05 and continued until Fiscal Year 2020-21. As of the close of Fiscal Year 2009-10, no payments had been received from the property owners in CFD 2004-1.

It was determined by the City Finance Department and legal counsel to amend the RMA with a revised Payment Schedule to begin collecting payments commencing in Fiscal Year 2011-12. The Amended and Restated RMA was approved in a property owner special election on July 14, 2011. Prior to Amending the District, the property owners were offered the option of paying off their portion of the loan interest free (including unpaid interest).

The Special Taxes as hereinafter defined shall be levied on all remaining Assessor's Parcels in CFD No. 2004-1 and collected each Fiscal Year commencing in Fiscal Year 2011-12, in the amounts determined as described below. All of the real property in CFD No. 2004-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

The City agreed to waive the interest and administrative cost associated with the District for the years prior to Fiscal Year 2011-12.

In March 2016, parcel 8011-016-026 paid off their lien. The debt schedule and tables in this report were revised to reflect that change. In an audit done after the FY 20-21 tax bills went out, it was discovered that the applied interest rate in making the revised debt schedule in 2016 was incorrect. As a result, assessments collected for debt service have been less than the debt service amount. Assessments will be adjusted to collect the shortfall during the remaining 5 years of collection starting in FY2021-22.

#### I. FACILITIES AND SERVICES FINANCED BY THE DISTRICT

The public facilities financed by CFD No. 2004-1 include all or a portion of design, construction, indirect costs (fees) and administration relating to the following improvements: the installation of a new traffic signal and a reclaimed water line to serve the area within the boundaries of CFD No. 2004-1, together with appurtenances and appurtenant work. All improvements are complete.

#### **Development Status**

Construction has been complete since 2005. The total Assessed Value and number of properties sold since 2004 are shown in the following table.

TABLE 1
PARCEL STATUS

	Total Parcels 2020-21	Total Assessed Value 2020-21	Properties Sold Since 2004
	2020-21		
Developed Non-Residential Property	8	\$ 38,123,026	0
Undeveloped Non-Residential Property	0	\$ -	0
Total	8	\$ 38,123,026	0

#### II. IMPROVEMENT AREA

The RMA for Services establishes the apportionment of Special Taxes for Capital Improvements.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to Special Taxes in accordance with the RMA.

The Special Tax amount attributed to each parcel is apportioned by the relative square footage of the building on each property. As of the date the District was amended and Restated in July 2011, all the development was complete and the annualized tax schedule commenced for each property according to the revised payment schedule. The following table represents the revised annualized tax schedule after applying the paid lien in 2016.

TABLE 2

COMMUNITY FACILITIES DISTRICT

	DII GE	Total	Amortized	Amortized Annual
Address	Bldg SF	Obligation	<b>Annual Expense</b>	Exp./SF
12661 Corral Pl	19,973	Paid 2016	-	
12681 Corral Pl	112,014	\$208,792.14	\$20,748.19	\$0.1852
12662 Corral Pl	26,573	Paid 2011	-	
10818 Bloomfield Ave	35,384	\$65,955.16	\$6,554.13	\$0.1852
10838 Bloomfield Ave	16,356	\$30,487.30	\$3,029.60	\$0.1852
10928 Bloomfield Ave	21,399	Paid 2011	-	
10988 Bloomfield Ave	45,964	Paid 2011	-	
12680 Corral Pl	97,877	Paid 2011	-	
Total	375,540	\$305,234.60	\$30,331.92	

Note: Figures may be off slightly due to rounding.

#### III. ADMINISTRATIVE FEES

The RMA allows for the collection of fees associated with the servicing of the loan.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to their proportional share of the administrative fee based on the relative square footage of the building on each property in accordance with the RMA. The total administrative fee for Fiscal Year 2020-21 is \$7,734.71. When the District was Amended and Restated in Fiscal Year 2011-12, four of the original eight properties paid off their apportioned share of the loan and the City agreed to absorb the administrative costs that would have been paid by those four parcels. In 2016 an additional parcel paid off their share of the loan. Rather than reapportioning the total administrative fee to the remaining three properties, the City decided to keep ratio the same as prior years to avoid placing an additional burden to the remaining parcels. The tables have been modified to reflect this modification, resulting in an Administrative Fee of \$3,582.82, which is the amount that was collected from the remaining three parcels.

The following table represents proportional spread of the administrative fee for Fiscal Year 2020-21. The fee is subject to increase as set forth in the amended RMA.

TABLE 3
ADMINISTRATIVE FEE

		Annual	Annual
Address	Bldg SF	Expense	Exp./SF
12661 Corral Pl	19,973	1	-
12681 Corral Pl	112,014	\$2,450.79	\$0.02188
12662 Corral Pl	26,573	-	
10818 Bloomfield Ave	35,384	\$774.17	\$0.02188
10838 Bloomfield Ave	16,356	\$357.86	\$0.02188
10928 Bloomfield Ave	21,399	-	
10988 Bloomfield Ave	45,964	-	
12680 Corral Pl	97,877	-	
Total	375,540	\$3,582.82	

Note: Figures may be off slightly due to rounding.

#### IV. SOURCES AND OBLIGATIONS

A statement showing the Sources and Obligations of special tax funds for CFD No. 2004-1 for Fiscal Year 2020-21 is presented in Table 4. The Special Tax Requirement for Fiscal Year 2020-21 was determined as specified in the adopted RMA.

TABLE 4
SOURCES AND OBLIGATIONS

Sources	Fiscal Year 2019-20 Amount	Fiscal Year 2020-21 Amount
	Amount	Amount
Annual Special Tax Roll	Ф22 04 <b>7</b> 04	ФОО 01 4 <b>7</b> 4
Developed Property	\$33,847.94	\$33,914.74
Undeveloped Property	\$0.00	\$0.00
Subtotal	\$33,847.94	\$33,914.74
<b>Total Special Taxes From All Sources</b>	\$33,847.94	\$33,914.74
<b>Obligations</b>		
Debt Service	\$30,331.92	\$30,331.92
Collected Administration and Incidentals	\$3,516.02	\$3,516.02
Fund Balance (Reserve)	\$0.00	\$0.00
Subtotal	\$33,847.94	\$33,847.94
Surplus/(Shortage) to District	\$0.00	\$66.80
<b>Total Obligations For Special Taxes</b>	\$33,847.94	\$33,914.74

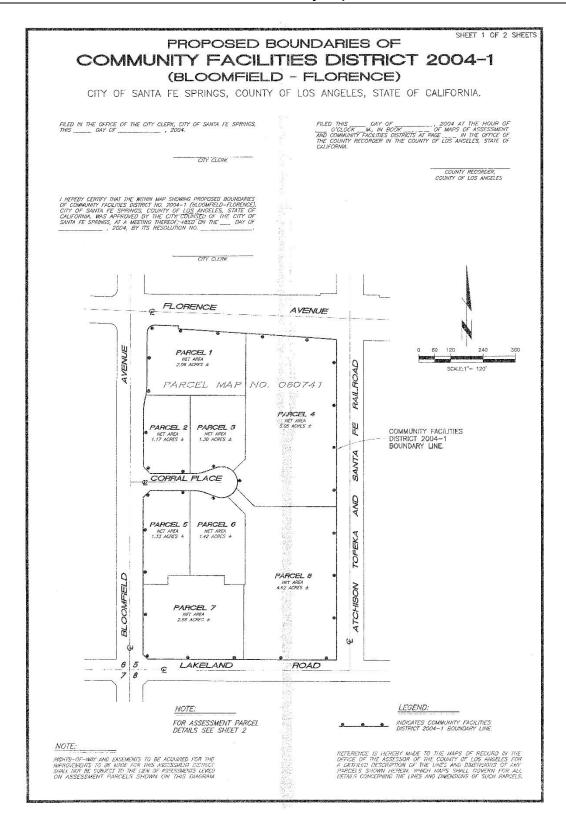
#### V. SPECIAL TAX ROLL

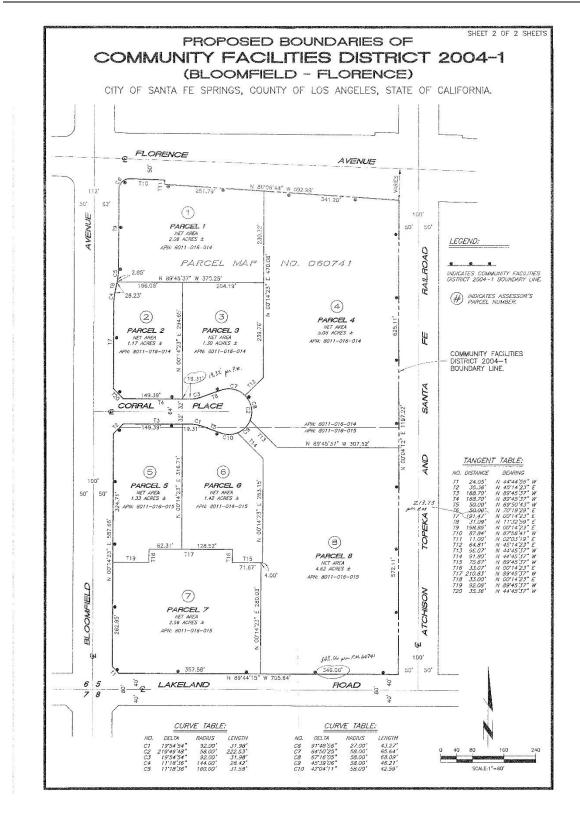
The Special Tax Roll lists the special tax levy on each parcel within the boundaries of CFD No. 2004-1 for Fiscal Year 2020-21. A copy of the Special Tax Roll is included in the Appendix of this report as Exhibit E.

### EXHIBIT A

**Boundary Map** 

#### **Boundary Map**





## EXHIBIT B

Amended and Restated Rate and Method of Apportionment of the Special Tax

# EXHIBIT C REIMBURSEMENT AGREEMENT

#### REIMBURSEMENT AGREEMENT

This Agreement is made and entered into as of September 23, 2004, by and between the City of Santa Fe Springs ("City"), the Community Development Commission of the City of Santa Fe Springs ("CDC") and Bloomfield Partners II, LLC, a Delaware limited liability company ("Developer").

#### RECITALS:

- Developer intends to develop that certain real property located in City, legally described in Exhibit "A" attached hereto (the "Property").
- On February 23, 2004, City's Planning Commission granted Development Plan Approval No. 778-785 (the "DPA") for Developer's proposed development of the Property (the "Project"); on February 26, 2004, CDC also approved the DPA. A copy of the DPA is attached hereto as Exhibit "B", and is incorporated by reference as though fully set forth herein.
  - C. The DPA requires that the parties enter into this Agreement.
  - D. Developer intends to subdivide the Property into eight (8) separate legal parcels.

Based on the Recitals set forth above and the mutual promises set forth below, the parties agree as follows:

- City shall pay for and contract for the construction of the following items of public infrastructure pertaining to the Project: (a) the new traffic signal to be located at the intersection of Bloomfield Avenue and the new cul-de-sac street (Corral Place) to be constructed to lead into the Property; and (b) the reclaimed water line to be located beneath Bloomfield Avenue (both set forth in DPA Condition No. 30).
- CDC shall loan to Developer an amount not to exceed \$700,000 (the "Loan"), to be used by Developer to pay for the construction of the following items of public infrastructure and related costs pertaining to the Project: (a) a public cul-de-sac street (DPA Condition No. 2): (b) the resurfacing of portions of the streets adjacent to the Project (DPA Condition No. 5); (c) a sidewalk on Bloomfield Avenue (DPA Condition No. 6); (d) street sign replacements (DPA Condition Nos. 11 and 12-to be performed by City and reimbursed by Developer); (e) re-striping required by traffic study (DPA Condition No. 13); (f) storm drain costs (DPA Condition No. 20); (g) demolition of existing improvements to make way for new public improvements; (h) landscaping within public right-of-way along Bloomfield, Lakeland and Florence; (i) costs au associated with the mitigation of environmental impacts; (j) costs for public storm drain facilities; (k) any other public improvements deemed appropriate by mutual agreement of the parties; (1) all permits, fees, soft costs or other costs associated with the public infrastructure, including City art fees; and (m) interest accruing from the date of funding until the date of issuance of the last of the eight building permits.
  - 3. The loan shall bear simple interest at an annual rate of 5.75%. Principal and interest shall be paid on a 15-year, fully amortized schedule with interest accruing from the date of the loan. Funding of the loan from CDC to Developer shall be completed within ten (10). business days of the submission of a written request for such funding from Developer to CDC.

705269.04/OC \$7335-451/9-14-04/wrd/wrd

CITY

DPA

- 4. It is the intention of the parties that City will form a Community Facilities District ("CFD") comprised entirely of the eight (8) parcels ("Parcels") to be created by Developer's subdivision of the Property, for the purpose of repaying the Loan. The percentage of the special tax on each subdivided parcel shall be based on the relative size of the building to be constructed on each such parcel. The amount of the special tax for each subdivided parcel shall, in combination with the special tax amounts for the other subdivided parcels, be equivalent to the annual payment obligation of the loan and shall, when delivered to the City, constitute the annual payment of the loan. See the proposed CFD Repayment Allocation Schedule attached as Exhibit "C". It is the intention of the parties that Developer pay the cost of forming such CFD.
- 5. No funds shall be released until after the CFD is formed. Upon formation of the CFD, the City shall record separate special tax liens against each of the Parcels so the tax can appear on the tax roll. Thereafter, payments on the loan shall be made to City semi-annually, through the property tax bills on the Parcels. The first payment shall be due the later of (i) December 2005 or (ii) the first tax payment date on which the special tax lien is reflected on the tax bills of the Parcels.
- 6. This Agreement shall be assignable and shall run with the land, inure to the benefit of and be binding upon the parties, and all of their successors and assigns.
- 7. This document contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements. No amendment hereto, or waiver of any provision hereof, can be made except in a writing executed by both parties.

Intending to be legally bound, the parties have executed this Agreement, below, as of the date first set forth above.

CITY OF SANTA FE SPRINGS

Attest:

City Clerk

COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE

SPRINGS

Chairman

Attest:

Commission Secretary

Approved as to form.

City/CDC Attorney

BLOOMFIELD II, LLC, a Delaware limited liability company

Approved as to form.

Attorney for Developer

705269,04/OC \$7335-451/8-24-04/wrd/wrd

## **EXHIBIT C**

## **Reimbursement Agreement**

EXHIBIT "A"

## LEGAL DESCRIPTION OF PROPERTY

BEING A PORTION OF T	HE SOUTH HALF OF	THE SOUTHWEST	QUARTER OF
SECTION 5. TOWNSHIP	3 SOUTH, RANGE	11 WEST, SAN	BERNARDINO
MERIDIAN, IN THE CITY (	OF SANTA FE SPRING	GS, COUNTY OF L	LOS ANGELES,
STATE OF CALIFORNIA, L	YING WEST OF THE A	ATCHISON, TOPEK	A AND SANTA
FE RAILROAD RIGHT OF	WAY, AS RECORDED	AS PARCEL MAP	' NO. 06741 IN
BOOK			· ·

EXCEPT THEREFROM ANY STREETS OF RECORD.



11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org February 27, 2004 Re: Development Plan Approval Case No. 778-785 Modification Permit Case No. 1154

Peter Rooney Sares-Regis Group 18802 Bardeen Avenue Irvine, California 92612-1521

Dear Mr. Rooney:

The Planning Commission and Community Development Commission, at their respective meetings held February 23, 2004 and February 26, 2004, took action on your request for Development Plan Approval Case Nos. 778-785 to allow the construction of eight (8) concrete, tilt-up industrial buildings totaling approximately 383,177 sq ft and a Modification of Property Development Standards (Modification Permit Case No. 1154) to reserve and not provide a portion of the required number of parking spaces on the 19.51-acre property located on the east side of Bloomfield Avenue between Florence Avenue to the north, Lakeland Road to the south and the Burlington Northern Santa Fe Railroad (BNSF) track to the east, in the M-2, Heavy Manufacturing, Zone within the Consolidated Redevelopment Project Area.

The Planning Commission and Community Development Commission approved your requests subject to the following conditions:

- The owner and/or developer shall dedicate a street right-of-way easement as
  required to accommodate construction of a northbound right-turn-only lane on the
  southeast corner of Bloomfield Avenue and Florence Avenue. Dedication shall be
  at no cost to the City. The dedicated area shall be kept clear of any permanent
  structure and shall be landscaped and maintained until such time as the lane is
  constructed by the City.
- The owner and/or developer shall construct the new cul-de-sac street in accordance with City requirements and shall dedicate a street right-of-way easement to the City for the new street. All work and dedication is to be done at no cost to the City.

Gustavo R. Velasco, Mayor I. Betty Putnam, Mayor Pro-Tempore
City Council
Louie González • Ronald S. Kernes • Joseph D. Serrano, Sr.
City Manager
Frederick W. Latham

Item No.

- 3. The owner and/or developer shall prepare a Street Improvement Plan for all street improvements to be completed on all street frontages, including new improvements and modifications to existing improvements. This includes the new cul-de-sac street and any changes needed to implement traffic mitigation measures. Said Plan shall be prepared by a Registered Civil Engineer in accordance with City standards and approved by the City Engineer before any street improvements are installed.
- 4. The owner and/or developer shall install streetlights on the new cul-de-sac in accordance with plans to be prepared by the City and shall reimburse the City for 100% of the actual cost of design, engineering and inspection of the streetlights.
- 5. The owner and/or developer shall slurry/resurface the Bloomfield Avenue, Lakeland Road and Florence Avenue street frontages to the centerline of each street, excluding intersections and concrete areas, if required, to the satisfaction of the City Engineer.
- 6. The owner and/or developer shall construct 5-foot-wide meandering sidewalks within a dedicated easement along Bloomfield Avenue.
- 7. The owner and/or developer shall agree to the addition of a cost-of-living adjustment to the existing Street Light Assessment District. Annual adjustments shall be based on the Consumer Price Index for Los Angeles County.
- 8. The owner and/or developer shall install all water mains and facilities needed to supply fire, domestic and irrigation water to the site in accordance with City requirements. Minimum water main size is 12-inch diameter. A Water System Plan shall be developed that shows how all systems and buildings will connect to off-site water lines and how all on-site lines serving the site will be located. Water system for the site will need to be supplied through two points of connection to off-site mains. Facilities within dedicated street right-of-way and any on-site facilities to be dedicated to the City must be designed and constructed in accordance with City standards. Said Plan shall be prepared by a Registered Civil Engineer and approved by the Public Works and Fire Departments before any water facilities are installed.
- 9. The owner and/or developer shall comply with Congestion Management Program (CMP) requirements and provide mitigation of trips generated by the development. The owner and/or developer will receive credit for demolition of any buildings which formerly occupied the site to the extent they generated traffic. If owner and/or developer cannot meet the mitigation requirements, the owner and/or developer shall pay a mitigation fee to be determined by the City Engineer for offsite transportation improvements.

- 10. The owner and/or developer shall agree to participate in a future street maintenance district or other type of benefit assessment district to slurry seal, resurface and reconstruct the street frontage on regular intervals (5-year, 10-year and 20-year intervals, respectively, as determined by the City Engineer). The owner shall retain the right to challenge the costs and method of spreading future assessments.
- 11. The owner and/or developer shall reimburse the City for 100% of the actual cost for the installation/replacement of street name signs, traffic control signs and pavement markings. The City will complete the work.
- 12. Adequate "on site" parking shall be provided per City requirements, and adjacent public streets, including the new cul-de-sac street, shall be posted "No Stopping Any Time." The City will cause off-site signage to be installed. The cost of sign installation shall be paid by the owner/developer.
- 13. A traffic study has been prepared by a Professional Engineer and submitted as required by the City. The traffic study shows the present traffic in the area and projected traffic after the development of the property and includes an analysis of the following intersections: Florence Avenue and Bloomfield Avenue; Florence Avenue and Shoemaker Avenue; Florence Avenue and Norwalk Boulevard; Telegraph Road, Bloomfield Avenue and Santa Fe Springs Road; Telegraph Road and Norwalk Boulevard; Lakeland Road and Norwalk Boulevard; and Florence Avenue and Pioneer Boulevard. Owner and/or developer agree that the improvements and mitigation measures recommended by the study shall be completed to the satisfaction of the City Engineer before the project is occupied.
- 14. The owner and/or developer shall agree to modify the southbound left-turn lane on Bloomfield Avenue at the intersection with the proposed cul-de-sac street or implement on-site mitigation measures to limit the number of trucks using the left-turn lane to eliminate the backup of left-turning traffic into the southbound through-lane of Bloomfield Avenue should that situation begin to occur on a regular basis.
- 15. The landscape irrigation system shall be connected to the reclaimed water line to be installed by the City. Separate meter(s) shall be installed by owner and/or developer to accommodate connection of irrigation systems to the water line.
- 16. Access to the site from existing public streets and any new streets shall be approved by the City Engineer. All points of access must be located, sized and designed to accommodate the volume and type of traffic that will be entering and leaving the site. Access points shall be located so that traffic generated by the development will not adversely affect the flow of traffic on any adjacent City Street.

- 17. A grading plan shall be submitted for drainage approval by the City Engineer. The owner/developer shall pay drainage review fees in conjunction with this submittal. The grading plan shall be prepared by a professional engineer registered in the State of California.
- 18. A hydrology study shall be submitted to the City if requested by the City Engineer. The study shall be conducted by a Professional Engineer.
- A soils report shall be prepared and submitted as directed by the City Engineer.
- 20. A Storm Drain Plan shall be developed that shows all on-site and off-site drainage facilities. The existing drainage ditch located in the southeast corner of the site shall be replaced with an underground system that is not located under any permanent structure. New easements shall be granted to accommodate the new location of this facility. The storm drain system shall be designed and constructed in accordance with City Standards and requirements. Property owner shall obtain a Storm Drain Connection permit for any connection to the City or County storm drain system. Plan shall be prepared by a Registered Civil Engineer and approved by the City Engineer before any storm drain facilities are installed.
- 21. The east and south frontages of the development shall be designed to accommodate the future grade separation on Lakeland Road at the BNSF Railroad. Areas needed for temporary or permanent easements shall be kept clear of any permanent structures. Owner shall be entitled to the full use of said easement areas until such time as construction is ready to begin and shall be compensated for said easements by separate agreement prior to the beginning of construction.
- 22. The owner and/or developer shall install all sewer mains and facilities needed to supply sewer service to the site in accordance with City requirements. A Sewer System Plan shall be developed that shows how all systems and buildings will connect to off-site sewer lines and how all on-site lines serving the site will be located. A sewer study shall be submitted to document how sewer mains have been sized. Facilities within dedicated street right-of-way and any on-site facilities to be dedicated to the City must be designed and constructed in accordance with City standards. Said Plan shall be prepared by a Registered Civil Engineer and approved by the City Engineer before any sewer facilities are installed.
- 23. The owner and/or developer shall comply with all requirements of, make application to, and pay all fees required by the County Sanitation Districts of Los Angeles County to provide for sewer service to the project site.

- 24. Upon completion of public improvements constructed by developers, the developer's civil engineer shall submit Mylar record drawings and AutoCAD V.14 drawing files to the office of the City Engineer.
- 25. Final parcel map checking of \$3,900 plus \$260 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.
- 26. No common driveways shall be allowed unless approved by the City Engineer. Proposed driveways shall be located to clear existing fire hydrants, streetlights, water meters, etc.
- 27. All known abandoned oil wells, pipelines, tanks and related lines, between the existing curb and right-of-way, and within the right-of-way line, excluding the two utility casings in Bloomfield Avenue, and one utility casing in Lakeland Road, and within the areas to be dedicated for the right-turn-only lane, new cul-de-sac street, and meandering sidewalk easement, that hinder construction of improvements within those areas shall be removed unless otherwise approved by the City Engineer.
- 28; Developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMP's) on all construction sites in accordance with Chapter 52 of the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over 5 acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Division of Water Quality at (916) 657-1977 or by downloading the forms from their website, at http://www.swrcb.ca.gov/stormwtr/construction.html. The project shall also conform to Ordinance 915 regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"). The SUSMP includes a requirement to implement Post Construction BMP's to mitigate (infiltrate or treat) the first 3/4" of runoff from all storm events and to control peak-flow discharges. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.
- The owner and/or developer 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.

- 30. An Agreement shall be executed and recorded in the Office of the Los Angeles County Recorder that addresses the obligations of the owner and/or developer and City regarding the following work that is to be completed and paid for by the City:
  - Installation of a traffic signal at the intersection of Bloomfield Avenue and the new cul-de-sac street.
  - Extension of a reclaimed water line southerly in Bloomfield Avenue from Florence Avenue to a point south of Lakeland Road,

Agreement shall be subject to the approval of the City Attorney and executed by the owner and/or developer before a certificate of occupancy is issued by the City.

- 31. That an "Owners' Association" or a Community Association shall be created with CC&R's stipulating maintenance requirement for landscaping and all common areas of the development. Level of maintenance shall be to the highest of standards as required by the City, and all maintenance costs shall be borne by the Association. Such CC&R's shall be subject to the approval of the Director of Planning and Development.
- 32. A Reciprocal Access Easement Agreement covering each parcel of the subject map shall be prepared, executed and recorded in the Office of the Los Angeles County Recorder. Such Agreement and any CC&R's shall be subject to the approval of the City Attorney.
- 33. That the fire sprinkler plans, which show the proposed double-check valve detector assembly location, shall have a stamp of approval from the Planning Department and Public Works Department prior to the Fire Department's review for approval. Disinfection, pressure and bacteriological testing on the line between the street and detector assembly shall be performed in the presence of personnel from the City Water Department. The valve on the water main line shall be operated only by the City and only upon the City's approval of the test results.
- 34. That if the Department of Planning and Development requires that the double-check detector assembly be screened by shrubs or any other material, the screening shall only be applicable to the double-check detector assembly and shall not include the fire department connector (FDC). Notwithstanding, the Fire Marshall shall have discretionary authority to require the FDC to be located a minimum distance from the double-check detector assembly.

- 35. That all projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project waste. Contact Recycling Coordinator, Department of Planning and Development at (562) 868-0511.
- 36. That the owner/developer shall comply with Public Resource Code, Section 42900 et. seq. (California Solid Waste Reuse Recycling Access Act of 1991 (Act) relating to providing adequate areas for collection and loading of recyclable materials in development projects.
- 37. That the applicant shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 909.
- 38. That all buildings over 5,000 sq ft shall be protected by an approved automatic sprinkler system.
- That the owner shall comply with the requirements of Section 117.131 of the Santa Fe Springs Municipal Code, Requirement for a Soil Gas Study.
- 40. That the interior gates or fences are not permitted across required Fire Department access roadways.
- 41. That if on-site fire hydrants are required by the Fire Department, a minimum flow must be provided at 2,500 gpm with 1,500 gpm flowing from the most remote hydrant.
- 42. That the minimum width of required Fire Department access roadways shall be not less than twenty-six (26) feet with a minimum clear height of thirteen (13) feet six (6) inches. Internal driveways shall have a turning radius of not less than fifty-two (52) feet.
- 43. That prior to submitting plans to the Building Department or Planning Commission, a preliminary site plan shall be approved by the Fire Department for required access roadways and on-site fire hydrant locations. The site plan shall be drawn at a scale between 20 to 40 feet per inch. Include on plan all entrance gates that will be installed.
- 44. That Knox boxes are required on all new construction. All entry gates shall also be equipped with Knox boxes or Knox key switches for power-activated gates.
- 45. That signs and markings required by the Fire Department shall be installed along the required Fire Department access roadways.

- 46. That prior to issuance of building permits, the applicant shall comply with the following conditions to the satisfaction of the City of Santa Fe Springs:
  - A. Owner/developer shall obtain a "Closure Letter," "No Further Action Letters" or other appropriate documentation certifying that the required soil remediation standards have been achieved shall be secured from the Los Angeles Regional Water Quality Control Board.
  - B. Owner/developer shall submit a soils management plan (SMP) which addresses site monitoring and potential soil remediation activities during site development is required. The SMP must be approved by the Fire Department prior to the issuance of a grading permit. A final SMP report must be submitted and approved once the grading is complete.
  - C. Permits and approvals. Owner/developer shall, at its own expense, secure or cause to be secured any and all permits or other approvals, which may be required by the City and any other governmental agency having jurisdiction as to the environmental condition of the Property. Permits shall be secured prior to beginning work related to the permitted activity.

#### D. Covenants.

- 1. Owner/developer shall provide a written covenant to the Planning Commission that, except as may be revealed by the environmental remediation described above and except as applicant may have otherwise disclosed to the City, Commission, Planning Commission or their employees, in writing, applicant has investigated the environmental condition of the property and does not know, or have reasonable cause to believe, that (a) any crude oil, hazardous substances or hazardous wastes, as defined in state and federal law, have been released, as that term is defined in 42 U.S.C. Section 9601 (22), on, under or about the Property, or that (b) any material has been discharged on, under or about the Property that could affect the quality of ground or surface water on the Property within the meaning of the California Porter-Cologne Water Quality Act, as amended, Water Code Section 13000, et seq.
- 2. Owner/developer shall provide a written covenant to the City that, based on reasonable investigation and inquiry, to the best of owner/developer knowledge, it does not know or have reasonable cause to believe that it is in violation of any notification, remediation or other requirements of any federal, state or local agency having jurisdiction concerning the environmental conditions of the Property.

- 3. Owner/developer understands and agrees that it is the responsibility of the applicant to investigate and remedy, pursuant to applicable federal, state and local law, any and all contamination on or under any land or structure affected by this approval and issuance of related building permits. The City, Commission, Planning Commission or their employees, by this approval and by issuing related building permits, in no way warrants that said land or structures are free from contamination or health hazards.
- 4. Owner/developer understands and agrees that any representations, actions or approvals by the City, Commission, Planning Commission or their employees do not indicate any representation that regulatory permits, approvals or requirements of any other federal, state or local agency have been obtained or satisfied by the applicant and, therefore, the City, Commission, Planning Commission or their employees do not release or waive any obligations the applicant may have to obtain all necessary regulatory permits and comply with all other federal, state or other local agency regulatory requirements. Applicant, not the City, Commission, Planning Commission or their employees, will be responsible for any and all penalties, liabilities, response costs and expenses arising from any failure of the applicant to comply with such regulatory requirements.
- 47. That all known abandoned pipelines, tanks and related facilities shall be removed unless approved by the City Engineer and Fire Chief. Appropriate permits for such work shall be secured before abandonment work begins.
- 48. That the owner shall require all tenants, prior to occupancy, to acquire a Business Operations Tax Certificate (BOTC) from the Department of Finance and submit an approved Statement of Intended Use Form to the Santa Fe Springs Fire Department.
- 49. That the owner/developer shall comply with all Federal, State and local requirements and regulations included, but not limited to, the Santa Fe Springs City Municipal Code, Uniform Building Code, Uniform Fire Code, Certified Unified Program Agency (CUPA) programs, the Air Quality Management District's Rules and Regulations and all other applicable codes and regulations.
- 50. That the owner shall comply with all conditions, limitations and requirements of the approved Industrial Wastewater Discharge Permit in addition to applicable sections of the Wastewater Ordinance and Chapter 97 of the City Code, as it relates to industrial waste disposal. The owner/operator shall submit an Industrial Wastewater Discharge Permit Application prior to generating, storing, treating or discharging any industrial wastewater to the sanitary sewer.

- 51. That the owner shall comply with for the Regional Water Quality Control Board's Stormwater Pollution Prevention Plan permit requirements.
- 52. That the owner/developer shall submit for approval to the Police Services Department of the City a lighting and security plan for the property. The lighting shall be installed to provide adequate lighting throughout the property. Further, all exterior lighting shall be designed/installed in such a manner that light and glare are not transmitted onto adjoining properties in such concentration/quantity as to create a hardship to adjoining property owners or a public nuisance.
- 53. That the owner/developer shall provide an emergency phone number and a contact person to the Department of Police Services and the Fire Department. Emergency information shall allow emergency service to reach the applicant or their representative any time, 24 hours a day.
- 54. That approved suite numbers/letters or address numbers shall be placed on the proposed building in such a position as to be plainly visible and legible from the street fronting the property. Said numbers shall contrast with their background. The size recommendation shall be 12" minimum.
- 55. That all roof-mounted mechanical equipment and/or duct work which projects above the roof or roof parapet of the proposed development and is visible from adjacent property or a public street at ground level shall be screened by an enclosure which is consistent with the architecture of the building and approved by the Director of Planning and Development.
- 56. That the owner/developer shall submit for approval a detailed landscape and automatic irrigation plan pursuant to the Landscaping Guidelines of the City. Said landscape plan shall indicate the location and type of all plant materials to be used and shall include 2 to 3 foot high berms (as measured from the parking lot grade elevation), shrubs designed to fully screen the interior yard and parking areas from public view and 24" box trees along the street frontage.
- 57. That the owner shall be responsible for his tenants and require that all work is performed inside the building. No portion of the required off-street parking area shall be used for outdoor storage of any type or for special-event activities, unless prior written approval is obtained from the Director of Planning and Development and the Fire Marshall.

- 58. That in order to facilitate the removal of unauthorized vehicles parked on the property, the applicant shall post, in plain view and at each entry to the property, a sign not less than 17" wide by 22" long. The sign shall prohibit the public parking of vehicles and indicate that vehicles will be removed at the owner's expense and that a citation may be issued for the violation. The sign shall also contain the telephone number of the local law enforcement agency. The lettering within the sign shall not be less than one inch in height.
- 59. That all vehicles associated with the businesses on the subject property shall be parked on the subject site at all times. Off-site parking is not permitted and may result in the restriction or revocation of privileges granted under this Permit. In addition, any vehicles associated with the property shall not obstruct or impede any traffic.
- 60. That the location of electrical transformers shall be subject to the approval of the Planning Department.
- 61. That all fences, walls, signs and similar improvements for the proposed development shall be subject to the approval of the Fire Department and the Department of Planning and Development.
- 62. That pursuant to the sign standards of the Zoning Ordinance and related sign guidelines of the City, a comprehensive sign program for the proposed development shall be prepared and submitted to the Director of Planning and Development for approval. All signs shall be installed in accordance with the approved sign program.
- 63. That a sufficient number of approved outdoor trash enclosures shall be provided for the development subject to the approval of the Director of Planning and Development.
- 64. That the "mainline railroad right-of-way," which is considered as a "public way" as per Los Angeles County Building Code Manual No. 505.1, Article 1, and is located adjacent to Buildings 4 and 8 as depicted on the approved site plan dated February 17, 2004, for the proposed development, may be used to increase the basic allowable area of Buildings 4 and 8, as per Section 505.1 of the Los Angeles County Building Code (2002 Edition).
- 65. That the final plot plan, floor plan and elevations of the proposed development and all other appurtenant improvements, textures and color schemes shall be subject to the final approval of the Director of Planning and Development.

- 66. That the development shall otherwise be substantially in accordance with the plot plan, floor plan and elevations submitted by the owner and on file with the case.
- 67. That Development Plan Approval Case Nos. 778-785 shall not be valid until approved by the Community Development Commission and shall be subject to any other conditions the Commission may deem to impose.
- 68. That Development Plan Approval Case Nos. 778-785 shall not be effective for any purpose until the owner/developer has filed with the City of Santa Fe Springs an affidavit stating he/she is aware of and accepts all of the conditions of approval.
- 69. That the owner/developer 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 Development Plan Approval Case Nos. 778-785 when action is brought within the time period provided for in the City's Zoning Ordinance, Section 155.865. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the owner/developer of such claim, action or proceeding and shall cooperate fully in the defense thereof.

Your attention is called to the fact that this approval is not effective until an affidavit has been signed and notarized to indicate your willingness to accept and abide by the conditions of this approval. Two copies of an affidavit are enclosed for this purpose. One copy is to be returned to this office upon completion; the second copy is for your files.

The Zoning Ordinance sets forth an appeal period of fourteen days, beginning with the date you receive this letter, during which any party aggrieved by the Commission's action can appeal the matter to the City Council. You are hereby notified that the time within which judicial review must be sought is governed by the provisions of California Code of Civil Procedure, Section 1094.6.

## EXHIBIT D

Debt Service Schedule (Revised 2016)

## **Debt Service Schedule (Revised 2016)**

\$230,270 Principal Amount
5.75% Interest Rate
FY 25-26 last year of collection
10 years of payment left
0.131723 level debt factor (A/P)
\$30,332 total annual installment due

		Beginning			Principal
	Fiscal	Principal			+ Interest
	Year	Balance	Principal	Interest	Amount
_	FY 16-17	\$230,270	\$17,549	\$12,783	\$30,332
	FY 17-18	\$212,721	\$18,585	\$11,747	\$30,332
	FY 18-19	\$194,136	\$19,682	\$10,649	\$30,332
	FY 19-20	\$174,454	\$20,844	\$9,487	\$30,332
	FY 20-21	\$153,609	\$22,075	\$8,257	\$30,332
	FY 21-22	\$131,534	\$23,378	\$6,953	\$30,332
	FY 22-23	\$108,156	\$24,759	\$5,573	\$30,332
	FY 23-24	\$83,397	\$26,220	\$4,111	\$30,332
	FY 24-25	\$57,176	\$27,769	\$2,563	\$30,332
	FY 25-26	\$29,408	\$29,408	\$924	\$30,332

# EXHIBIT E

Special Tax Roll

## **Special Tax Roll**

## Exhibit E SPECIAL TAX ROLL

		Total
	Building	<b>Special Tax Amount</b>
APN	<b>Square Feet</b>	FY 2020-21
8011-016-027	112,014	\$23,198.98
8011-016-033	35,384	\$7,328.30
8011-016-034	16,356	\$3,387.46
	163,754	\$33,914.74

City Council Meeting

*November 2, 2021* 

## CONSENT AGENDA

Community Facilities District No. 2002-1 (Bloomfield-Lakeland) - Annual Special Tax Levy Report for Fiscal Year 2020-21

## RECOMMENDATION

 Receive and file the Special Tax Levy Annual Report for Community Facilities District 2002-1 for Fiscal Year 2020-21.

## **BACKGROUND**

The Mello-Roos Community Facilities Act of 1982 requires the preparation of an annual special tax levy report for each Community Facilities District (CFD). The report must detail the special taxes that are levied within a CFD and any construction activity at the time the report is prepared. The methodology and amounts to be levied were established at the time the CFD was formed.

## FISCAL IMPACT

Repayment of the bonds and payment of services are secured by the special taxes levied on all property within the CFD, other than those properties that are exempt as provided in the respective rate and method of apportionment. Annual administrative expenses are also funded through the annual special tax levy.

Raymond R. Cruz City Manager

Attachment:

Attachment No. 1: Special Tax Levy Annual Report

for CFD 2002-1 for Fiscal Year 2020-21

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: October 28, 2021



# **CITY OF SANTA FE SPRINGS**

ANNUAL REPORT FOR SPECIAL TAXES LEVIED COMMUNITY FACILITIES DISTRICT NO. 2002-1 (BLOOMFIELD-LAKELAND) FISCAL YEAR 2020-21 LOS ANGELES COUNTY, CALIFORNIA

October 26, 2021

PREPARED BY



## CITY OF SANTA FE SPRINGS COMMUNITY FACILITIES DISTRICT NO. 2002-1 (Bloomfield-Lakeland)

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#### INTRODUCTION

The City Council of the City of Santa Fe Springs established Community Facilities District No. 2002-1 (Bloomfield-Lakeland) (hereinafter referred to as "CFD", "CFD No. 2002-1", or the "District") for the purpose of constructing, maintaining and the administration of certain public improvements.

A map showing the boundaries of CFD No. 2002-1 is included in the Appendix of this report as Exhibit A. The District established a Rate and Method of Apportionment of Special Tax (RMA) and a Payment Agreement as shown in the Appendix as Exhibits B and C. In compliance with the proceedings governing the formation of CFD No. 2002-1, the special tax has been levied on each taxable parcel within the District according to the provisions of the RMA.

The City of Santa Fe Springs granted the Development Plan Approval ("DPA No. 737-739") authorizing the principle sum of \$800,000 on March 14, 2002. The Payment Agreement that was provided for in the DPA established a repayment period that was to commence the 1st day of the month following the Permit Anniversary Date and continue until the Payment Sum has been paid in full (approximately 175 months or 14.5 years).

The payments should have commenced in Fiscal Year 2003-04 and continued until Fiscal Year 2016-17 (established by the Permit Issue dates according to the RMA). As of the close of Fiscal Year 2009-10, no payments had been received from the property owners in CFD 2002-1.

It was determined by the City Finance Department and legal counsel to amend the RMA with a revised Payment Schedule to begin collecting payments commencing in Fiscal Year 2011-12. The Amended and Restated RMA was approved in a property owner special election on July 14, 2011.

The Special Taxes as hereinafter defined shall be levied on all Assessor's Parcels in CFD No. 2002-1 and collected each Fiscal Year commencing in Fiscal Year 2011-12, in the amounts determined as described below. All of the real property in CFD No. 2002-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

The City agreed to waive the interest and maintenance cost associated with the District for the years prior to Fiscal Year 2011-12. The annual street maintenance will continue as originally established in the RMA and will also be levied on the county tax bill as long as the City provides for the maintenance of streets within the District.

#### I. FACILITIES AND SERVICES FINANCED BY THE DISTRICT

The public facilities financed by CFD No. 2002-1 include all or a portion of design, construction, indirect costs (fees) and administration relating to the following improvements: the grading and construction of streets, curbs, gutters, sidewalks, street lighting, storm drainage, water, sewer and utility improvements (both on and off-site) to serve the area within the boundaries of CFD No. 2002-1, together with appurtenances and appurtenant work. All improvements are complete.

In addition to the improvements above, the CFD is anticipated to cover the on-going costs for maintenance services and administration of those improvements.

## **Development Status**

Construction was completed for the whole project on May 16, 2003. The total Assessed Value and number of properties sold since 2003 are shown in the following table.

TABLE 1 PARCEL STATUS

			Total	<b>Properties</b>
	<b>Total Parcels</b>	As	sessed Value	<b>Sold Since</b>
<b>Development Status</b>	2020-21		2020-21	<b>2019-20</b>
Developed Non-Residential Property	3	\$	44,606,370	0
Undeveloped Non-Residential Property	0	\$	-	0
Total	3	\$	44,606,370	0

#### II. IMPROVEMENT AREA

The RMA for Services establishes the apportionment of Special Taxes for Capital Improvements.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to Special Taxes in accordance with the RMA.

The Special Tax amount attributed to each parcel is apportioned by the relative square footage of the building on each property. As of the date the District was amended and Restated in July 2011, all the development was complete and the annualized tax schedule commenced for each property according to the revised payment schedule. The following table represents the annualized tax schedule.

TABLE 2
COMMUNITY FACILITIES DISTRICT

				Amortized
			Amortized	Annual
Address	Bldg SF	<b>Total Obligation</b>	<b>Annual Expense</b>	Exp./SF
11020 Bloomfield	84,651	\$148,410.28	\$15,032.03	\$0.1776
11130 Bloomfield	240,252	\$421,210.24	\$42,663.12	\$0.1776
11320 Bloomfield	131,405	\$230,379.48	\$23,334.45	\$0.1776
Total	456,308	\$800,000.00	\$81,029.60	

Note: figures may be off slightly due to rounding.

#### III. SPECIAL TAX FOR SERVICES

The RMA for Services establishes the apportionment of Street Maintenance Services.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to their proportional share of the Street Maintenance Services based on the relative square footage of the building on each property in accordance with the amended RMA. The annual Street Maintenance Service for Fiscal Year 2020-21 was \$6,425.75, which included a CPI increase of 1.9% over Fiscal Year 2019-20.

The following table represents the proportional spread of maintenance services tax and administrative fees for Fiscal Year 2020-21.

TABLE 3
STREET MAINTENANCE

		Annual	Annual
Address	Bldg SF	Expense	Exp./SF
11020 Bloomfield	84,651	\$1,192.06	\$0.01408
11130 Bloomfield	240,252	\$3,383.24	\$0.01408
11320 Bloomfield	131,405	\$1,850.45	\$0.01408
Total	456,308	\$6,425.75	

Note: figures may be off slightly due to rounding.

#### IV. ADMINISTRATIVE FEES

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to their proportional share of the Administrative Fees based on the relative square footage of the building on each property in accordance with the amended RMA. The annual Administrative Fee was \$7,734.71, which included a CPI increase of 1.9% over Fiscal Year 2019-20.

The following table represents the proportional spread of the administrative fees for Fiscal Year 2020-21.

TABLE 4
ANNUAL ADMINISTRATION FEE

		Annual	Annual
Address	Bldg SF	Administration	Exp./SF
11020 Bloomfield	84,651	\$1,434.89	\$0.01695
11130 Bloomfield	240,252	\$4,072.42	\$0.01695
11320 Bloomfield	131,405	\$2,227.40	\$0.01695
Total	456,308	\$7,734.71	

Note: figures may be off slightly due to rounding.

A statement showing the Sources and Obligations of special tax funds for CFD No. 2002-1 for Fiscal Year 2020-21 is presented in Table 5. The Special Tax Requirement for Fiscal Year 2020-21 was determined as specified in the adopted RMA of the Special Tax.

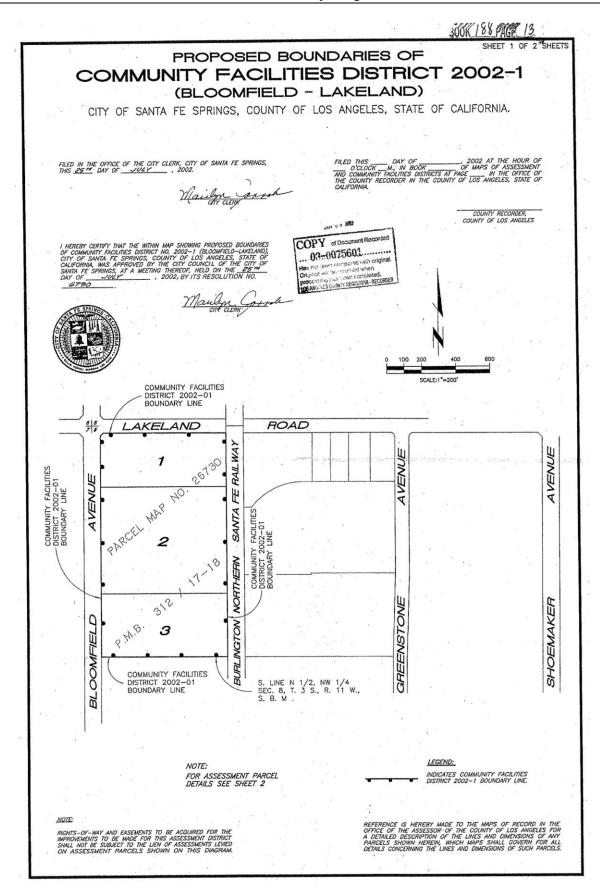
**TABLE 5 SOURCES AND OBLIGATIONS** 

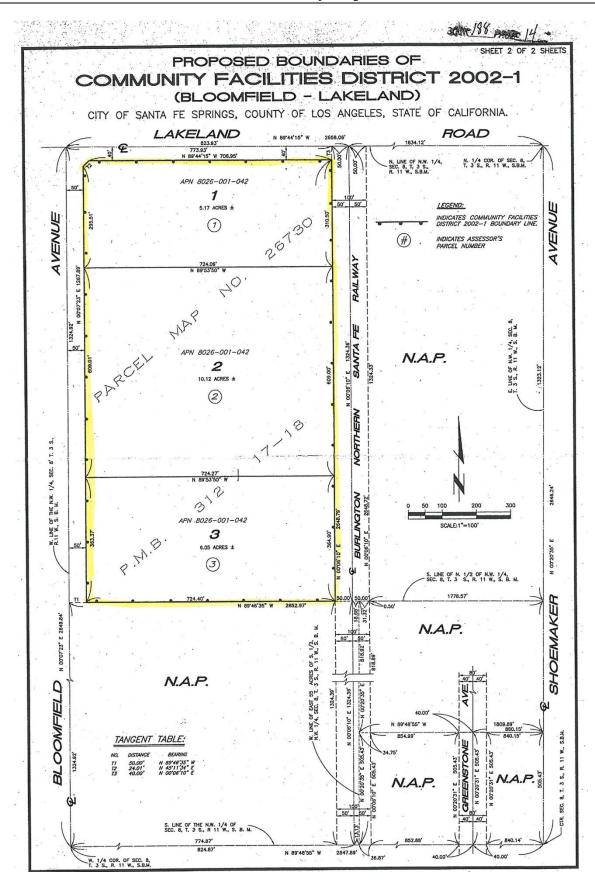
SOURCES Annual Special Tax Roll	Fiscal Year 2019-20 <u>Amount</u>	Fiscal Year 2020-21 <u>Amount</u>
Developed Property	\$94,926.03	\$95,190.06
Undeveloped Property	\$0.00	\$93,190.00
Subtotal	\$94,926.03	\$95,190.06
TOTAL SPECIAL TAXES FROM ALL SOURCES	\$94,926.03	\$95,190.06
<u>OBLIGATIONS</u>		
Debt Service	\$81,029.60	\$81,029.60
Special Tax for Maintenance Services	\$6,305.94	\$6,425.76
Administration and Incidentals	\$7,590.48	\$7,734.70
2020 Fund Balance (Reserve)	\$0.00	\$0.00
Subtotal	\$94,926.03	\$95,190.06
Surplus/Shortage to District	\$0.00	\$0.00
TOTAL OBLIGATIONS FOR SPECIAL TAXES	\$94,926.03	\$95,190.06

#### VI. SPECIAL TAX ROLL

The Special Tax Roll lists the special tax levy on each parcel within the boundaries of CFD No. 2002-1 for Fiscal Year 2020-21. A copy of the Special Tax Roll is included in the Appendix of this report as Exhibit E.

# EXHIBIT A





## EXHIBIT B

Amended and Restated Rate and Method of Apportionment of the Special Tax Amended and Restated Rate and Method of Apportionment of Special Tax

# AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

This Amended and Restated Rate and Method of Apportionment of Special Tax amends and restates in its entirety that certain Rate and Method of Apportionment of Special Tax (the "Original Rate and Method"). The Original Rate and Method was attached as Exhibit B to the Notice of Special Tax Lien for City of Santa Fe Springs Community Facilities District No. 2002-1 (Bloomfield-Lakeland) ("CFD No. 2002-1"), which was recorded in the real property records of the County of Los Angeles on January 9, 2003, as Document No. 03-0077048.

The Special Taxes as hereinafter defined shall be levied on all Assessor's Parcels in CFD No. 2002-1 and collected each Fiscal Year commencing in Fiscal Year 2011-12, in the amounts determined as described below. All of the real property in CFD No. 2002-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

## A. <u>DEFINITIONS</u>

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2002-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2002-1 or any designee thereof of complying with disclosure requirements of the City, CFD No. 2002-1 or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2002-1 or any designee thereof related to any appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2002-1 for any other administrative purposes of CFD No. 2002-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes. The maximum amount for the Administrative Expenses is set at \$6,500 for Fiscal Year 2011-12; the maximum amount for subsequent Fiscal Years shall be equal to (i) the maximum amount for the Administrative Expenses for the previous year plus (ii) the product of multiplying (A) the maximum amount for the Administrative Expenses for the previous year times (B) the annual percentage change (if positive) in CPI for the preceding year ending in March.

"Annual Debt Service" means the annual amount of principal and interest required to satisfy the \$800,000 loan amount set forth in the Payment Agreement, over a 15 year period commencing Fiscal Year 2011-12 (assuming no delinquencies) at an interest rate of 5.75%, assuming level payments.

"Assessor's Parcel" means a parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County of Los Angeles designating parcels by Assessor's Parcel number.

"Building Square Footage" means the building area as shown on the building permit.

## Amended and Restated Rate and Method of Apportionment of Special Tax

- "CFD Administrator" means the person or firm that the City chooses to make responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.
- "CFD No. 2002-1" means City of Santa Fe Springs Community Facilities District No. 2002-1 (Bloomfield-Lakeland).
- "City" means the City of Santa Fe Springs.
- "City Council" means the City Council of the City of Santa Fe Springs, acting as the legislative body of CFD No. 2002-1.
- "County" means the County of Los Angeles.
- "CPI" means the Consumer Price Index for All Urban Consumers, for the Los Angeles, Riverside and Orange County areas, published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index is no longer published, a reasonably equivalent index selected by the CFD Administrator.
- **"Exempt Property"** means all Assessor's Parcels not subject to the Special Tax for Payment Amount as described under Section I.
- "Fiscal Year" means the period starting July 1 and ending on the following June 30.
- "Maintenance Expenses" means the expenses of the City, whether incurred by the City or designee of the City, or both, in the furnishing of services (as defined in Section 53317 of the Act) and materials for maintenance of certain streets as specified in condition No. 26 of the Development Plan Approval No. 737-739 approved by the City's Community Development Commission on March 14, 2002 and attached as Exhibit B to the Payment Agreement. The maximum amount for Maintenance Expenses, including reserve funding, is set at \$5,400.00 for Fiscal Year 2011-12; the maximum amount for subsequent Fiscal Years will be equal to (i) the Maintenance Expenses for the previous year plus (ii) the product of multiplying (A) the Maintenance Expenses for the previous year times (B) the annual percentage change (if positive) in CPI for the preceding year ending in March.
- "Maximum Special Tax for Payment Amount" means the maximum Special Tax for Payment Amount, determined in accordance with Section C below that can be levied in any Fiscal Year on any Assessor's Parcel.
- "Maximum Special Tax for Maintenance" means the maximum Special Tax for Maintenance, determined in accordance with Section G below that can be levied in any Fiscal Year on any Assessor's Parcel.
- "Parcel" means Assessor's Parcel.
- "Payment Agreement" means that certain Payment Agreement, dated as of March 28, 2002, by and between the City and Bloomfield Partners, LLC, which Payment Agreement is attached as Exhibit A.
- "Proportionately" means for Taxable Property, in any Fiscal Year, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Property.
- "Public Property" means any Assessor's Parcel within the boundaries of CFD No. 2002-1 that is transferred to a public agency or public utility on or after the date of formation of CFD No. 2002-1 and is used for rights-of-way, or any other purpose and is owned by, dedicated or irrevocably offered for dedication to the federal government, the State of California, the County, the City, a public utility

#### Amended and Restated Rate and Method of Apportionment of Special Tax

or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use. Privately-owned property that is otherwise constrained by public or utility easements making impractical its utilization for other than the purposes set forth in the easement shall be considered Public Property.

**"Special Tax for Maintenance"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax for Maintenance Requirement.

"Special Tax for Maintenance Requirement" means that amount required in any Fiscal Year for CFD No. 2002-1 equal to the maximum amount for Maintenance Expenses and the maximum amount of Administrative Expenses.

"Special Tax for Payment Amount" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax for Payment Amount Requirement.

"Special Tax for Payment Amount Requirement" means that amount required in any Fiscal Year for CFD No. 2002-1 equal to the Annual Debt Service.

"Special Taxes" means, collectively, the Special Tax for Payment Amount and the Special Tax for Maintenance.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2002-1 which are not Exempt Property.

#### **B.** CLASSIFICATION OF PROPERTIES

All Assessors' Parcels shall be classified as Taxable Property or Exempt Property.

Once classified as Taxable Property, a parcel may not be subsequently re-classified or changed to Exempt Property without the Special Tax for Payment Amount being paid off in full in accordance with Section E. The Special Tax for Maintenance cannot be prepaid and any parcel of Taxable Property that is re-classified as Exempt Property with respect to the Special Tax for Payment Amount shall remain subject to the Special Tax for Maintenance.

#### C. SPECIAL TAX FOR PAYMENT AMOUNT RATE

#### **Maximum Special Tax for Payment Amount**

The Maximum Special Tax for Payment Amount for Assessor's Parcels of Taxable Property shall be calculated for each Fiscal Year as follows:

<u>First:</u> the City shall calculate the Annual Debt Service for the Fiscal Year.

<u>Second</u>, the amount calculated in First shall be apportioned to all parcels of Taxable Property Proportionately based on the amount of Building Square Footage.

#### D. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2002-1 may directly bill the Special Taxes, may

#### Amended and Restated Rate and Method of Apportionment of Special Tax

collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

#### E. PREPAYMENT OF SPECIAL TAX FOR PAYMENT AMOUNT

The Special Tax for Payment Amount may be prepaid, in whole or in part, at any time.

#### F. TERM OF SPECIAL TAX FOR PAYMENT AMOUNT

The Special Tax for Payment Amount shall be levied on Taxable Property for a period not to exceed 15 years; provided, however, that the Special Tax for Payment Amount may be levied for a longer period of time if, as a result of delinquencies in the payment of the Special Tax for Payment Amount, it has not collected an amount sufficient to pay the Payment Sum (as defined in the Payment Agreement).

#### G. SPECIAL TAX FOR MAINTENANCE RATE

#### **Maximum Special Tax for Maintenance**

Commencing with Fiscal Year 2011-12 and for each subsequent Fiscal Year, the Council shall levy the Special Tax for Maintenance on all Assessor's Parcels of Taxable Property up to the applicable Maximum Special Tax for Maintenance to fund the Special Tax for Maintenance Requirement.

The Special Tax for Maintenance Requirement shall be apportioned to all parcels of Taxable Property Proportionately based on the amount of Building Square Footage.

#### H. TERM OF SPECIAL TAX FOR MAINTENANCE

The Special Tax for Maintenance shall be levied in perpetuity to fund the Special Tax for Maintenance Requirement unless no longer required as determined at the sole discretion of the Council.

If the levy of the Special Tax for Maintenance is repealed by initiative or any other action participated in by the owners of the Assessor's Parcels in CFD 2002-1, the City shall have no obligation to provide the services for which the Special Tax for Maintenance was levied.

#### I. EXEMPTIONS

The CFD Administrator shall classify Assessor's Parcels of Public Property as Exempt Property.

Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which Assessor's Parcels become Public Property. However, should an Assessor's Parcel no longer be classified as Public Property, its tax exempt status will be revoked.

#### J. ENFORCEMENT

If not paid when due, the City shall have the right to foreclose any delinquent Special Tax for Payment Amount by appropriate action in a court of competent jurisdiction, such action to include all court costs, attorney fees and costs of sale.

# EXHIBIT C PAYMENT AGREEMENT

#### **PAYMENT AGREEMENT**

This Payment Agreement ("Agreement") is made and entered into as of March 28, 2002, by and between the City of Santa Fe Springs ("City"), and Bloomfield Partners, LLC, a Delaware limited liability company (together with its successor and assigns, "Developer").

#### Recitals

- A. Developer intends to develop that certain real property located in City, legally described in Exhibit "A", attached hereto (the "Property").
- B. On March 11, 2002, City's Planning Commission granted Development Plan Approval ("DPA No. 737-739") for Developer's proposed development of the Property (the "Project"); on March 14, 2002, the Community Development Commission of the City of Santa Fe Springs also approved DPA No. 737-739. A copy of DPA No. 737-739 is attached hereto as Exhibit "B", and is incorporated by reference as though fully set forth herein.
  - C. DPA No. 737-739 provides that the parties may enter into this Agreement.
- D. Developer intends to apply for a subdivision of the Property ("Proposed Subdivision"), pursuant to which the Property would be divided into three (3) separate legal parcels. A number of the conditions contained in DPA No. 737-739, including, but not limited to, those described in Section 1 below, were imposed in anticipation of said Proposed Subdivision (the "Proposed Subdivision Conditions").
- E. The conditions imposed in conjunction with DPA No. 737-739 were intended to address all impacts anticipated by the City and likely to arise in connection with the full permitting and development of the Project ("Anticipated Impacts").

Based on the Recitals set forth above and the mutual promises set forth below, the parties agree as follows:

- 1. Developer shall pay to City the principal sum of \$800,000.00 (the "Payment Sum") in accordance with the provisions of this Agreement, which payment shall constitute full satisfaction of the following, except as set forth in Sections 2 and 3, below:
  - (i) Developer's obligations set forth in DPA No. 737-739 Condition Nos. 5, 6, 7, 14, 21, 22, 25, 26.a and 27, as well as similar conditions that may be imposed in respect of the Anticipated Impacts, including similar conditions that may be imposed in respect of the Proposed Subdivision Conditions. Developer shall not be obligated to construct any of the items described in such conditions, and City holds Developer harmless from and against such obligations, notwithstanding: (a) the fact that the Payment Sum has not yet been fully paid (so long as Developer is making payments in accordance with Section 4 below); and (ii) the failure of City to commence or complete such construction (although the City shall have no obligation to Developer to undertake such construction).

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- (ii) Developer's obligation to pay any City imposed fees or charges in connection with the planning, permitting, or inspection of the Project (collectively, the "Project Fees"), including, without limitation, fees and charges in respect of (a) the City's review, processing and approval of any building, grading, drainage, utility, street and sidewalk, subdivision (including, without limitation, any filing fees or map checking fees required in connection with the Proposed Subdivision), environmental compliance (including, without limitation, any fees required in connection with soil or methane gas monitoring programs), excavation or similar plans, (b) any applications for building, mechanical, electrical, plumbing, structural, occupancy, environmental, or similar permits, (c) any building, grading, fire, health and safety, street and sidewalk or other inspections; and (d) any development impact fees, including the City's Heritage Artwork in Public Places Program.
- 2. In the event that the total amount chargeable to Developer in Project Fees exceeds \$300,000.00, then Developer shall pay to City the amount by which such Project Fees exceed \$300,000.00, prior to the issuance of any building permits for the Project. The payment of such amount shall be a condition precedent to the issuance of any such permits by City. Such payment shall be separate from, and in addition to, the payment of \$800,000.00, as described in Section 1, above.
- 3. As to DPA No. 737-738 Condition No. 25, the payment described in Section 1, above, satisfies Developer's obligations, except that it does not satisfy the obligation to agree to adjustments to the existing Street Light Assessment District, as set forth in Condition No. 25.
- 4. Developer shall pay the Payment Sum to City in accordance with the following:
  - A. Interest shall accrue at a fixed annual rate of Five and Three Quarters Percent (5.75%), which both the City and Developer agree is the Prime Rate plus One Hundred (100) basis points on the date of this Agreement, and shall be payable in installments as set forth in Section 4B. Interest shall begin to accrue as of the first date any Project Fees would have otherwise been due and payable to the City but for the agreements set forth herein.
  - B. Developer shall make monthly installment payments of principal and interest of \$6,750.00 ("Installment Payments"), beginning and continuing as provided in Section 4.C. That portion of the Installment Payments not allocated to accrued interest under Section 4.A shall be allocated to the principal amount of the Payment Sum. The parties hereto estimate that the term of the Installment Payments will be 175 months.
  - C. Payment of Installment Payments shall begin on the first day of the month following the Permit Anniversary Date, and shall continue on the first day of each month thereafter until the Payment Sum has been paid in full.

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- D. As used herein, "Permit Anniversary Date" shall mean the date 12 months following issuance of first building permit for development of the Property.
- It is expressly stipulated and agreed to be the intent of the parties at all times to comply with applicable state law regarding prevailing wages (including, but not limited to, California Labor Code Sections 1720 and 1771) and that this Section shall control every other covenant and agreement in this Agreement and other related documents between the parties regarding the interest rate paid thereunder. If the applicable prevailing wages law, for any reason, is ever found or judicially interpreted to: (i) render the interest rate under this Agreement to be a public works and/or paid for in whole or in part out of public funds (and such interest rate does not comply with any de minimus exception under the applicable prevailing wages law); and/or (ii) subject the terms of this Agreement to prevailing wages, then it is the parties' express intent that (1) Bloomfield Partners LLC shall immediately pay to the City of Santa Fe Springs, as to all payments previously made under this Agreement, the difference between the interest rate paid pursuant to this Agreement and the appropriate interest rate which would not subject this Agreement to prevailing wages, and (2) the provisions of this Agreement and other related documents immediately be deemed reformed to reflect the appropriate interest rate, without the necessity of the execution of any new documents, so as to not subject the terms of this Agreement to the applicable prevailing wages law.

Upon the commencement of Installment Payments, the parties agree to execute and deliver in a timely fashion an agreement which specifically sets forth the remaining term of the Developer's obligations to make Installment Payments under Section 4B above. Further, upon full repayment of the Payment Sum, City shall provide to Developer, at Developer's request, a letter or similar document reasonably acceptable to Developer, confirming that the Developer's payment obligations under this Section 4 are satisfied.

- 5. In the event that the City approves the Proposed Subdivision, the Payment Sum shall be apportioned between the newly created parcels, based on the relative square footage of the building to be built on each parcel. As of the date of the recording of the final parcel map for the Proposed Subdivision, the owner of each newly created parcel shall be separately obligated to pay to City its apportioned share of the Payment Sum, and shall be relieved of any liability to pay sums allocable to any other parcel owner. In no event shall a default by one parcel owner be attributable to any other parcel owner.
- 6. Developer shall secure the Payment Sum by providing City with security as follows: a letter of credit in favor of the City obtained by Developer in the amount of \$800,000. The form of the letter of credit and any letter of credit agreement necessary to describe the security arrangement shall be proposed by Developer and approved by the City Attorney, which approval shall not be unreasonably withheld. The letter of credit or letter of credit agreement shall contain customary provisions releasing the security provided thereby proportionately as the principal amount of the Payment Sum is reduced.

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The letter of credit or letter of credit agreement shall also contain provisions permitting the Developer to replace existing security with other security of comparable value, subject to approval by the City Attorney, which approval shall not be unreasonably withheld. The approval and perfecting of such security is a condition precedent to City's issuance of any building permits for the Project.

- Developer and City have agreed to form a Community Facilities District No. 2002-1 (the "Community Facilities District"). After the Ordinance of the City Council of the City of Santa Fe Springs levying special taxes within such Community Facilities District becomes effective, City acknowledges and agrees that all of Developer's obligations under this Agreement, except as specifically provided in this Section 7 (collectively referred to herein as the "Payment Amount") shall be deemed fully satisfied and complied with including, without limitation, Developer's obligation (i) to pay the Payment Sum to the City or to satisfy the DPA Conditions as described in Section 1, (ii) to provide security for the Payment Sum under Section 6, and any letter of credit issued pursuant thereto shall be released by the City and terminated immediately upon formation of the Community Facilities District, and (iii) to comply with the conditions set forth in DPA No. 737-739 Condition No. 26. Provided, however, Developer acknowledges and agrees that notwithstanding formation of the Community Facilities District, Developer shall not be relieved of its obligation to pay to the City (a) Project Fees in excess of \$300,000 as, and to the extent, described in Section 2 above, or (b) the amount equal to any adjustments to the existing Street Light Assessment District as, and to the extent, described in Section 3 above.
- 8. This Agreement shall be assignable by Developer and (subject to Section 5 above) shall run with the land, inure to the benefit of and be binding upon the parties, and all of their successors and assigns. In the event of an assignment of all or any portion of Developer's obligations, the assignor shall be relieved of liability as to that portion assigned, but only if the security described in Section 6, above, is left in place, or replaced with equivalent security, or the obligation is deemed satisfied pursuant to Section 7 above.
- 9. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements. No amendment hereto, or waiver of any provision hereof, can be made except in a writing executed by both parties.
  - 10. This Agreement shall be governed by the laws of the State of California.
- 11. If any lawsuit, arbitration, or other action is brought by either party against the other party, the prevailing party shall be entitled to recover the reasonable attorneys' fees and court costs it incurred in connection therewith.

Intending to be legally bound, the parties have executed this Agreement, below, as of the date first set forth above.

City of Santa Fe Springs

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

Bloomfield Partners LLC, a Delaware limited liability company its Manager

By: RREEF America, L.L.C., a Delaware limited liability company

its authorized agent?

#### LEGAL DESCRIPTION OF PROPERTY

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LYING WEST OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT-OF-WAY.

#### EXCEPT THEREFROM THE FOLLOWING THREE (3) STRIPS OF LAND:

#### STRIP NO. 1; BLOOMFIELD AVENUE:

BEING THE WEST 50.00 FEET OF SAID NORTHWEST QUARTER, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE THEREOF.

#### STRIP NO. 2: LAKELAND ROAD:

BEING THE NORTH 40.00 FEET OF SAID NORTHWEST QUARTER, MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE THEREOF.

#### STRIP NO. 3: CORNER CUT-OFF:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID STRIP NO. 2 WITH THE EAST LINE OF SAID STRIP NO. 1;

THENCE SOUTHERLY 17.00 FEET ALONG SAID EAST LINE:

THENCE NORTHEASTERLY IN A DIRECT LINE TO A POINT ON SAID SOUTH LINE, DISTANT EAST THEREON, 17.00 FEET FROM THE POINT OF BEGINNING OF THIS STRIP;

THENCE WESTERLY ALONG SAID SOUTH LINE 17.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

DESCRIBED PARCEL CONTAINS 21.35 ACRES MORE OR LESS.

615539.08/OC 87335-262/3-27-02/pla/jed .



March 12, 2002

Sares Regis Group Attn: Peter Rooney 18802 Bardeen Avenue Irvine, CA 92612-1521

RE: Development Plan Approval Case No. 737-739

Dear Mr. Rooney:

The Planning Commission, at their regular meeting of March 11, 2002, acted on your request for approval of development plans to allow the construction of three concrete tilt-up industrial buildings totaling approximately 455,783 sq ft in area on a 21.32-acre property located on the southeast corner of Bloomfield Avenue and Lakeland Road in the M-2, Heavy Manufacturing, Zone within the Consolidated Redevelopment Project.

The Planning Commission subsequently approved your request for Development Plan Approval for the proposed industrial buildings and related improvements subject to the following list of conditions:

#### SUGGESTED CONDITIONS OF APPROVAL

- 1. The owner/developer shall construct a meandering sidewalk within a dedicated easement along Bloomfield Avenue frontage.
- The owner/developer shall comply with Congestion Management Program (CMP)
  requirements and provide mitigation of trips generated by the development. The
  owner/developer will receive credit for demolition of any buildings which formerly
  occupied the site.
- 3. Existing public fire hydrants shall be upgraded, if required by the City Engineer.

Louie González, Mayor • Ronald S. Kernes, Mayor Pro-Tempore
City Council
George Minneitan • Betty Putnant • Gustavo R. Velasco
City Manager
Frederick W. Latham

- 4. Adequate "on-site" parking shall be provided per City requirements, and streets shall be posted "No Stopping Any Time." The cost of sign installation shall be paid by the owner/developer.
- 5. The owner/developer shall provide \$50,000 to the City to mitigate traffic impacts from this development to the Bloomfield Avenue intersections at Telegraph Road, Florence Avenue and Lakeland Road.
- 6. The landscape irrigation system shall be connected to a reclaimed water distribution system when available in the street. Separate meter(s) shall be installed for landscape irrigation systems. Owner/Developer shall provide funds to design and construct a 6" reclaimed water distribution pipeline along frontage of development.
- 7. Point of access to each parcel shall be approved by the City Engineer. Owner/developer shall be responsible for the cost of the design and construction of raised landscaped medians adjacent to the property on Bloomfield Avenue, as approved by the City Engineer.
- 8. Sanitary sewers shall be constructed in accordance with City specifications to serve subject development. The plans for the sanitary sewers shall be approved by the City Engineer. A sewer study shall be submitted along with the sanitary sewer plans.
- 9. The owner/developer shall comply with all requirements of the Department of County Engineer-Facilities, make application for and pay the sewer maintenance fee.
- 10. No common driveways shall be allowed unless approved by the City Engineer. If proposed driveways conflict with existing fire hydrants, street lights, water meters, etc., owner/developer shall pay for relocation.
- 11. Owner/developer's general contractor shall implement storm water and urban runoff pollution prevention controls and Best Management Practices (BMP's) on construction sites in accordance with Chapter 52, Storm Water Runoff, of the City Code (Ordinance 851). The contractor may also be required to file a Notice of Intent (NOI) with the Regional Water Quality Control Board and prepare a Storm Water Pollution Prevention Plan (SWPPP) as specified in the State of California General Permit for Storm Water Permit for Storm Water Discharges associated with the construction activities in accordance with the NPDES mandate to protect receiving waters and storm drains from construction activity, related erosion and pollution. A copy of the September 8, 1992 instructions and NOI form are available from the

Public Works Department. In addition, this project shall conform to Ordinance 915, which amends Chapter 52 "Stormwater/Urban Runoff" of the City Code and implements the requirements of the approved Standard Urban Stormwater Mitigation Plan ("SUSMP"). The SUSMP includes a requirement to implement Post Construction BMP's to mitigate (infiltrate or treat) the first 3/4" of runoff from all storm events and to control peak flow discharges.

- 12. Planning and Development and Public Works Departments shall approve the location of double-check valves. All sprinkler plans shall have a stamp of approval from Planning and Development prior to Fire Department submittal. Disinfection, pressure and bacteriological testing on the line between the street and detector assembly shall be performed in the presence of City Water Department. The valve on water main line shall be operated only by the City upon approval of test results.
- 13. All projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project construction waste per approval of the Department of Planning and Development.
- 14. The Owner/Developer shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 755.
- 15. The owner/developer shall comply with the requirements of Ordinance 829 with respect to Oil and Gas Regulations.
- 16. Prior to issuance of building permits, the applicant shall comply with the following environmental assessment conditions to the satisfaction of the City of Santa Fe Springs:
  - A. Environmental Audit. Recognizing that NFA letters have been issued by both the DTSC and RWQCB and a large volume of site assessment work has already been performed, only limited additional assessment work will be required. This additional assessment shall focus on properly closing the six (6) UST's that were previously removed but not closed. A Soil Management Plan for mitigating contamination in excess of City standards must be submitted and approved by the Fire Department.
  - B. <u>Permits and Approval.</u> Owner/developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City in furtherance of complying with Paragraph 16 (A) set forth herein. Permits shall be secured prior to beginning work related to the permitted activity.

#### C. Covenants.

- 1. Owner/developer shall provide a written covenant to the Planning Commission that, except as revealed in previous studies as part of DTSC and RWQCB NFA certification and except as applicant may have otherwise disclosed to the City, Commission, Planning Commission or their employees, in writing, applicant has investigated the environmental condition of the property and does not know or have reasonable cause to believe that (a) any crude oil, hazardous substances or hazardous wastes, as defined in state and federal law, have been released, as that term is defined in 42 U.S.C. Section 9601 (22), on, under or about the Property, or that (b) any material has been discharged on, under or about the Property that could affect the quality of ground or surface water on the Property within the meaning of the California Porter-Cologne Water Quality Act, as amended, Water Code Section 13000, et seq.
- 2. Owner/developer shall provide a written covenant to the City that, based on reasonable investigation and inquiry, to the best of owner/developer's knowledge, it does not know or have reasonable cause to believe that it is in violation of any notification, remediation or other requirements of any federal, state or local agency having jurisdiction concerning the environmental conditions of the Property.
- 3. Owner/developer understands and agrees that it is the responsibility of the applicant to investigate and remedy, pursuant to applicable federal, state and local law, any and all contamination on or under any land or structure affected by this approval and issuance of related building permits. The City, Commission, Planning Commission or their employees, by this approval and by issuing related building permits, in no way warrants that said land or structures are free from contamination or health hazards.
- 4. Owner/developer understands and agrees that any representations, actions or approvals by the City, except to the extent that it acts as the lead environmental agency, Commission, Planning Commission or their employees do not indicate any representation that regulatory permits, approvals or requirements of any other federal, state or local agency have been obtained or satisfied by the applicant and, therefore, the City,

Commission, Planning Commission or their employees do not release or waive any obligations the applicant may have to obtain all necessary regulatory permits and comply with all other federal, state or other local agency regulatory requirements. Applicant, not the City, Commission, Planning Commission or their employees will be responsible for any and all penalties, liabilities, response costs and expenses arising from any failure of the applicant to comply with such regulatory requirements.

- 17. Owner/Developer agrees to comply with all portions of Cleanup and Abatement Order Nos. 85-18 and 97-118 issued by the Regional Water Quality Control Board (RWQCB) as it relates to this property.
- 18. Not used.
- 19. That the owner/developer shall comply with all Federal, State and local requirements and regulations included, but not limited to, the Santa Fe Springs City Municipal Code, Uniform Building Code, Uniform Fire Code, Certified Unified Program Agency (CUPA) programs and all other applicable codes and regulations.
- 20. That the subject property shall submit an Industrial Wastewater Discharge Permit Application prior to generating, storing, treating or discharging any industrial wastewater to the sanitary sewer.
- 21. In order to meet the current public health and safety standards relating to emergency response and to provide for safety of responders and the community at large, the owner/developer shall install one (1) Emergency traffic signal control device (Opticom) to aid in the rapid and safe response of emergency vehicles at the intersection of Bloomfield Avenue and Lakeland Road.
- 22. The owner/developer shall install two 4-inch schedule 80 PVC ducts and appurtenances encased in concrete along the eastside of Bloomfield Avenue from a point 1,300 feet south of Lakeland Road centerline. Said ducts for future fiber optic system shall be placed in locations designed by the City Engineer.
- 23. The owner/developer, or successors in interest, shall be obligated to pay for a portion of the cost of undergrounding existing overhead utilities on Bloomfield Avenue and Lakeland Road adjacent to the subject property. The owner/developer, or successors in interest, shall satisfy said obligation by paying to the City an amount equal to the fair market value of the property to be acquired from owner/developer, or successors in interest, in fee or in easement, by CalTrans, the BNSF Railroad, or other public or

- quasi-public agency, for construction of a grade separation on Lakeland Road at the BNSF railroad crossing. Payment shall be provided per terms of the "Agreement" between the Sares-Regis Goup (owner/developer) and the City.
- 24. The owner/developer shall remove the existing wall along Bloomfield Avenue at the south end of the property.
- 25. The owner/developer shall pay to the City the entire costs of design, engineering, installation and inspection of five (5) street lights on Bloomfield Avenue. The City shall design and cause construction of the street lighting system (\$25,000 Estimated Cost). The owner/developer shall also agree to the addition of a cost of living adjustment to the existing Street Light Assessment District. Annual adjustments shall be based on the Consumer Price Index for Los Angeles County.
- 26. The owner/developer shall enter into an agreement with the City for the City to maintain the south half of Lakeland Road between Bloomfield Avenue and the easterly property line at the BNSF right-of-way and the east half of Bloomfield Avenue between the southerly property line and Lakeland Road. Maintenance may include slurry seal every five years, resurfacing approximately every ten years and reconstruction at the end of twenty years, if needed, as determined by the City Engineer as reasonably related to the condition of the individual roadway. This condition may be satisfied by the creation of assessment districts, Mello-Roos Districts or other methods of financing approved by the City pursuant to the Agreement. or eliminated in any areas constructed with Portland Cement Concrete (PCC) pavement. (\$27,000 Estimated Annual Cost)
- 26a. The owner/developer shall pay \$96,500 for past and immediate resurfacing of the Lakeland Road and the Bloomfield Avenue frontage to the street centerline, the funding of which shall be provided per terms of the Agreement.
- 27. The developer shall pay to the City one-fourth (1/4) of any and all costs to construct a Portland cement concrete street intersection at Bloomfield Avenue and Lakeland Road.
- 28. Owner/developer may defer completion of satisfaction of Conditions 5, 6, 7, 14, 21, 22, 25, 26, 26a and 27, as numbered above, contingent on owner/developer entering into an agreement with the City regarding such performance. Entry into such agreement shall be a condition precedent to the issuance of any necessary permits (e.g., building permits) or other approvals (e.g., parcel map) for development of the subject property. Such agreement shall: (a) require developer

to provide adequate security for such performance in a form approved by the City, which approval will not be unreasonably withheld; (b) provide for interest, at a market rate, on developer's financial obligations to the City; (c) provide for completion of performance or repayment within seven (7) years of the date of approval hereof unless otherwise approved by the City; and (d) provide for the potential, with the City's approval, of incorporating work into street maintenance, landscaping or lighting districts.

- 29. A grading plan shall be submitted for drainage approval by the City Engineer. The site is subject to storm water retention, and the drainage plan shall incorporate retention on site. The owner/developer shall pay drainage review fees in conjunction with this submittal. The hydrology study to be conducted shall evaluate the amount and disposition of storm water on the subject property. The hydrology study shall be conducted by a Professional Engineer and subject to the approval of the City Engineer. The grading plan shall also accommodate the existing drainage from the railroad right-of-way at southeast portion of property.
- 30. The owner/developer shall pay to the City a one-time cost (not to exceed \$2,500) for the replacement of street name signs, traffic control signs, raised pavement markers and pavement markings, as required by the City Engineer.
- 31. Land and access rights shall be reserved for a future grade separation on Lakeland Road between Bloomfield Avenue and the BNSF Railroad. Sufficient right-of-way includes: construction easement, utilities easement and slope easement along Lakeland Road frontage and railroad shoofly along portion of east property line. Project design shall accommodate the future grade separation. No permanent structure shall be placed within the reservation area.
- 32. All buildings shall be protected by an approved automatic sprinkler system.
- 33. All buildings that are to be used for high-piled storage shall be equipped with required access doors as per Article 81 of the Uniform Fire Code.
- 34. Interior gates or fences are not permitted across required fire access roadways.
- 35. On-site fire hydrants must be provided along required Fire Department access roads. Minimum flow shall be 2500 GPM.

- 36. The minimum width of required Fire Department access roadways shall be not less than twenty-six (26) feet. Internal driveways shall have a turning radius of not less than fifty-two (52) feet.
- 37. Prior to submitting plans to the Building Department or Planning Commission, a preliminary site plan shall be approved by the Fire Department for required access roadways and on-site fire hydrant locations. Plan must be between 20 and 40 scale. Include on plan all entrance gates that will be installed.
- 38. Knox boxes are required on all new construction. All entrance gates shall also be equipped with Knox boxes.
- 39. That an "Owners' Association" or a Community Association shall be created with CC&R's stipulating maintenance requirements for landscape maintenance, including the pedestrian walkways, if the property is subdivided. Levels of maintenance shall be to the highest of standards as required by the City, and all maintenance costs shall be borne by the Association.
- 40. That the applicant shall submit for approval a detailed Xeriscape landscape and irrigation system for the on-site and parkway landscape areas for the development design pursuant to the Landscape Design Guidelines of the City. Said landscape plan shall indicate the location and type of all plant materials to be used.
- 41. That no portion of the required off-street parking and loading areas shall be used for outdoor storage, manufacturing or similar uses at any time, unless approved by the Director of Planning and Development.
- 42. That all fences, walls, signs and similar improvements for the proposed development shall be subject to the approval of the Director of Planning and Development.
- 43. That a sufficient number of approved outdoor trash enclosures shall be provided for the development subject to the approval of the Director of Planning and Development
- 44. That a security and lighting plan for the proposed industrial development shall be submitted to the Department of Police Services for review and approval.
- 45. That all truck yard areas shall be screened from the public streets in the area by a decorative screen wall subject to the approval of the Director of Planning and Development.

- 46. The applicant understands that other than indicated within these conditions, the applicant shall comply with the requirements of the City's Zoning Ordinance, Building Code, Property Maintenance Ordinance, Fire Code and all other applicable regulations as pertain to this property.
- 47. That Development Plan Approval Case No. 737-739 shall not be valid until approved by the Community Development Commission and shall be subject to any other conditions the Board deems necessary to impose.
- 48. That Development Plan Approval Case No. 737-739 shall not be effective for any purpose until the applicant has filed with the City of Santa Fe Springs an affidavit stating he is aware of and accepts all the conditions of this approval.

Your attention is called to the fact that this approval is not effective until an affidavit has been signed and notarized to indicate your willingness to accept and abide by the conditions of approval. Two copies of an affidavit are enclosed for this purpose. One copy should be returned to this office upon completion; the other copy is for your files.

The Zoning Ordinance sets forth an appeal period of four (14) days, beginning with the date you receive this letter, during which any party aggrieved by the Commission's action can appeal the matter to the City Council. You are hereby notified that the time within which judicial review must be sought is governed by the provisions of California Code of Civil Procedure, Section 1094.6.

If you have any questions regarding this matter, please feel free to call me at (562) 868-0511, Ext. 211.

Very truly yours,

ROBERT G. ORPIN

Director of Planning and Development

ce: City Council

Frederick W. Latham, City Manager

Marina Sueiro, Director of Intergovernmental Relations

Building Division Fire Department

Property Maintenance Officer Sue Janikowski, Assistant Planner Monica Mendoza, Planning Intern

MAY 01 '02 09:55AM SARES REGIS GROUP (949) 756-5955

P.12/12

ACCEPTANCE OF CONDITIONS
IN DEVELOPMENT PLAN APPROVAL CASE

,	
AFF	IDAVIT
I Dwight- L. Meriman, Hagent of the owner, of property involved in De	EREBY STATE THAT I am the owner, or the authorized velopment Plan Approval Case No737-739
I FURTHER STATE THAT I have read, under of approval established by the Planning Commis	stand and accept, and will comply with all the conditions sion at its meeting of March 14, 2002
	visions of this approval are violated or held to be invalid, Permit shall be void and the privileges granted thereunder
	1/201/AL
	signature
	Principal
	DREEF Amorica C.L.C. (c/o Bloodell Partie
	RREEF America C.L.C. (c/o Bloomfield Partni company name (if any)  L.L.C  mailing address
<b>X</b>	101 (00: Luchia Shout 76th Floor
	mailing address
	San Francisco CA 94111
	oity, state, zip
	(415) 781-3300
	phone
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STATE OF CALIFORNIA ) COUNTY OF San Francisco ) ss.	
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On May 13, 2002 before r	ne, Vilma Marania, Notary rublic,
personally appeared DwightL: Me	Ciman .
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VILMA MARANIA	D proved to me on the basis of sanstactory evidence
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SAN FRANCISCO COUNTY 2	within instrument and acknowledged to me that
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= . <b>4</b>	instrument the person(s), or the entity upon behalf of
AHAZ CZANA NA NA	which the person(s) acted, executed the instrument,
VILMA MARIANIA CC 414, #12-5788	
RY. TORMAS	WITNESS my hand and official seal.
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lana

Notary Public

#### **Amended Debt Service Schedule**

## **EXHIBIT** D

Amended Debt Service Schedule

#### **Amended Debt Service Schedule**

\$800,000 Principal Amount
5.75% Interest Rate
FY 25-26 Last year of collection
15 Years
0.101287 Level debt factor (A/P)
\$81,030 Total annual installment due

Fiscal	Principal			Principal + Interest
Year	Balance	Principal	Interest	Amount
FY 11-12	\$800,000	\$35,030	\$46,000	\$81,030
FY 12-13	\$764,970	\$37,044	\$43,986	\$81,030
FY 13-14	\$727,927	\$39,174	\$41,856	\$81,030
FY 14-15	\$688,753	\$41,426	\$39,604	\$81,030
FY 15-16	\$647,328	\$43,808	\$37,222	\$81,030
FY 16-17	\$603,520	\$46,327	\$34,703	\$81,030
FY 17-18	\$557,193	\$48,991	\$32,039	\$81,030
FY 18-19	\$508,203	\$51,808	\$29,222	\$81,030
FY 19-20	\$456,395	\$54,787	\$26,243	\$81,030
FY 20-21	\$401,609	\$57,937	\$23,093	\$81,030
FY 21-22	\$343,672	\$61,268	\$19,762	\$81,030
FY 22-23	\$282,404	\$64,791	\$16,239	\$81,030
FY 23-24	\$217,614	\$68,517	\$12,513	\$81,030
FY 24-25	\$149,097	\$72,456	\$8,574	\$81,030
FY 25-26	\$76,642	\$76,642	\$4,388	\$81,030

## EXHIBIT E

Special Tax Roll

#### Exhibit E SPECIAL TAX ROLL

		Total
	Building	<b>Special Tax Amount</b>
APN	<b>Square Feet</b>	Fiscal Year 2020-21
8026-001-069	84,651	\$17,658.98
8026-001-070	240,252	\$50,118.78
8026-001-071	131,405	\$27,412.30
	456,308	\$95,190.06



ITEM NO. 9

City Council Meeting

*November 2, 2021* 

#### PUBLIC HEARING (Continued from October 5, 2021 City Council Meeting)

Consideration of an appeal of Development Plan Approval Case No. 980 and related Environmental Documents (Initial Study/Mitigated Negative Declaration)

#### Development Plan Approval (DPA 980)

A request for approval to allow the construction of a new ±144,434 sq. ft. concrete tilt-up industrial building and related improvements on property located at 11401 Greenstone Avenue (APN: 8026-018-023) within the M-2, Heavy Manufacturing, Zone. (Greenstone SFS, LLC)

#### RECOMMENDATION

Continue the appeal hearing to the December 7, 2021 City Council Meeting.

On July 22, 2021, the City Clerk's office received a formal appeal of the Planning Commission's actions relating to Development Plan Approval Case No. 980 for a new ±144,434 sq. ft. concrete tilt-up industrial building and related improvements at 11401 Greenstone Avenue. The subject appeal was noticed in the Whittier Daily News on July 30, 2021 in anticipation of presenting the matter to the City Council at its regularly scheduled meeting of August 17, 2021. In addition, legal notice of the public hearing was mailed to all property owners within 500 feet of the exterior boundaries of the subject property and also posted at Santa Fe Springs City Hall, the City Library and City's Town Center Kiosk.

On August 16, 2021, the appellant (Supporters Alliance for Environmental Responsibility) sent an email to the Mayor, members of the City Council, and staff, detailing the reason for their concerns with the Mitigated Negative Declaration and why they believed that an EIR was required. On August 17, 2021, staff recommended that the City Council continue the matter in light of the e-mail received and to allow staff sufficient time to review and evaluate its contents, and the City Council unanimously voted to continue the appeal matter to September 7, 2021. By the September 7, 2021 City Council Meeting, the City's environmental consultant had not yet completed their review. Based on staff's recommendation to allow additional timing, the City Council unanimously voted to continue the appeal matter to September 20, 2021. Late September 14, 2021, staff received the response to comments from the environmental consultant. To allow staff with additional timing to review the responses, staff recommended a further continuance of the appeal matter. On September 20, 2021, the City Council unanimously voted to continue the appeal matter to October 5, 2021.

At the applicant's request, to allow sufficient time to complete a thorough review of the response to comments by all parties, staff recommended a further continuance of the appeal matter to the November 2<sup>nd</sup> City Council Meeting.

Report Submitted By: Vince Velasco

Date of Report: October 28, 2021

Planning and Development Dept.

The applicant is requesting that a further continuance be granted to allow additional time to complete their review of materials and, therefore, is requesting this appeal matter be continued to the December 7<sup>th</sup> City Council Meeting.

Raymond R. Cruz City Manager **City Council Meeting** 

November 2, 2021

#### **NEW BUSINESS**

<u>Purchase of One (1) New 2022 Ford F-550 with Chipper Dump Body from Fairway</u> Ford

#### **RECOMMENDATION(S)**

- Purchase of one (1) New 2022 F-550 with Chipper Dump Body from Fairway Ford:
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$80,118.58 to Fairway Ford.

#### **BACKGROUND**

The City Council approved the purchase of one (1) New 2022 Ford F-550 with a chipper dump body in the Fiscal Year 2021/22 vehicle acquisition budget. This vehicle will be assigned to Public Works Maintenance and used in conjunction with the tree trimming unit.

The vendors below were given a set of specifications and invited to bid. We had five responses and recommend awarding the order to Fairway Ford as the lowest responsible bidder. Downtown Ford submitted a bid for \$78,762.73 with a 6.8L engine size, the specifications called for a 7.3L engine. The Downtown Ford bid was considered unresponsive.

Vendor	Quoted Price
Fairway Ford	\$80,118.58
National Auto Fleet Group	\$83,670.82
Tom's Truck	\$88,416.73
South Bay Ford	\$90,025.03
Downtown Ford	Unresponsive Bid
Kearny Mesa Ford	No Bid
Norm Reeves Ford	No Bid
Fullerton Ford	No Bid
Villa Ford	No Bid
Rush Enterprises	No Bid
Ken Grody Ford	No Bid
Raceway Ford	No Bid

#### FISCAL IMPACT

The City Council approved \$80,000 for the purchase of this vehicle. The quoted amounts include all taxes, fees, and delivery. This price is \$118.58 over budget. The price difference will be made up by the savings on previous vehicle acquisition purchases.

Date of Report: October 28, 2021

Report Submitted By: Paul Martinez
Finance & Administrative Services Department



**City Council Meeting** 

Raymond R. Cruz City Manager

mel K

#### Attachment(s):

- 1) Fairway Ford Bid
- 2) National Auto Fleet Bid
- 3) Tom's Truck Center Bid
- 4) South Bay Ford Bid
- 5) Downtown Ford Sales Bid

Date of Report: October 28, 2021



1350 Yorba Linda Boulevard • Placentia • California • 92870 Tel: 714/ 579-3800 • Fax: 714/ 996-5610

VEHICLE ORDER	CONFIRMATION 10/20/21 19:21:51
==>	CONFIRMATION 10/20/21 19:21:51 Dealer: F71156
2022 F-SERI	ES SD Page: 1 of 2
	: QA524 Order Type: 5B Price Level: 240
Ord Code: 660A Cust/Flt Name: SANTA FE	PO Number:
RETAIL	RETAIL
F5G F550 4X2 CHAS/C \$42040	TELE TT MIR-PWR
169" WHEELBASE	FRT LICENSE BKT NC
Z1 OXFORD WHITE	18B PLAT RUNNING BD 320
A VNYL 40/20/40	TPMS DELETE
S MEDIUM EARTH GR	19500# GVWR PKG
660A PREF EQUIP PKG	425 50 STATE EMISS NC
.XL TRIM	63A UTLTY LIGHT SYS 160
572 .AIR CONDITIONER NC	
.AMFM/MP3/CLK	TOTAL BASE AND OPTIONS 47060
	TOTAL 47060
44G 10-SPD AUTOMATC NC	/ /
TGJ 225 BSW AP 19.5	ST BE ORDERED BY 11/11/21 *
X8L 4.88 LTD SLIP 360	SI DE ORDERED DE HIJIJAIA
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90L PWR EQUIP GROUP 915	
VEHICLE ORDER C	ONFIRMATION 10/20/21 19:22:00
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==>	Dealer: F71156  S SD Page: 2 of 2  QA524 Order Type: 5B Price Level: 240  PO Number:  RETAIL
==>	Dealer: F71156  S SD Page: 2 of 2  QA524 Order Type: 5B Price Level: 240  PO Number:  RETAIL
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Order No: 0000 Priority: E4 Ord FIN: Ord Code: 660A Cust/Flt Name: SANTA FE  RETAIL 65Z AFT AXLE TANK NC 794 PRICE CONCESSN	Dealer: F71156  S SD Page: 2 of 2  QA524 Order Type: 5B Price Level: 240  PO Number:  RETAIL
Order No: 0000 Priority: E4 Ord FIN: Ord Code: 660A Cust/Flt Name: SANTA FE  RETAIL  65Z AFT AXLE TANK NC  794 PRICE CONCESSN  REMARKS TRAILER :	Dealer: F71156  S SD Page: 2 of 2  QA524 Order Type: 5B Price Level: 240 PO Number:  RETAIL  SAKES PRICE A+B8 \$ 72,4969  10.5% SAKES TAX 8\$ 76128
2022 F-SERIE Order No: 0000 Priority: E4 Ord FIN: Ord Code: 660A Cust/Flt Name: SANTA FE  RETAIL 65Z AFT AXLE TANK NC 794 PRICE CONCESSN  REMARKS TRAILER 872 RR CAM & PREP K 415	Dealer: F71156  S SD Page: 2 of 2  QA524 Order Type: 5B Price Level: 240 PO Number:  RETAIL  SAKES PRICE A+B8 \$ 72,4969  10.5% SAKES TAX 8\$ 76128
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2286 E. Date Ave. Fresno, CA 93706 Phone: 559-237-5541 Fax: 558-237-5554 www.SEINC.com

1 CHIPPER BODY -DUMP BODY: 12' LONG X 88" WIDE INSIDE X 78" HIGH INSIDE

- 10 GA. HIGH TENSILE FLOOR WITH BEVELED SIDE CORNERS AND FRONT
- 3" CHANNEL CROSS BARS ON 15" CENTERS
- 5" CHANNEL LONGS
- 12 GA. FRONT BULKHEAD WITH 3 CORRUGATIONS AND TUBE STIFFENERS
- 12 GA. SIDES WITH 2 CORRUGATIONS AND 3 VERTICAL POSTS
- FULL DEPTH REAR CORNER POST AND REAR SKIRT
- FULL ROOF WITH CORRUGATIONS AND BEVELED TOP SIDE CORNERS AND FRONT
- 30" REAR SWING-OUT DOUBLE DOORS WITH DOOR LATCH
- LED DELUXE LIGHT PACKAGE- RUBBER MOUNTED STOP AND TURN LIGHTS IN REAR POST AND SIDE CLEARANCE LIGHTS
- BACKUP ALARM (REQUIRED ON ALL DUMPS) STANDARD IS ECCO #510
- 2 ROOF VENTS PER SIDE
- BODY PAINTED WHITE OUTSIDE, EPOXY HARDENED GRAY INSIDE

1EA- HOIST: SCELZI CS815T 11 ELECTRIC OVER HYDRAULIC UNDERBODY HOIST, CLASS 40 11.2 TON CAPACITY WITH 18" OVERHANG, FULL STEEL SUB-FRAME PTO - ELECTRIC ON 550 AND BELOW (SEE PAGE FB-42 FOR PTO WITH DIRECT MOUNT PUMP) LED BODY RAISED WARNING LIGHT, BODY PROP INSIDE CAB CONTROL

1EA- PRUNER COMPARTMENT W/ 1 SHELF AND LOCKABLE ACCESS DOOR

2EA- 9"X9" SE091020 BEACON MOUNTING PLATE 1EA CORNER AT TOP REAR

2EA- ECCO LED AMBER STROBE #7960 A 1EA CORNER AT TOP REAR WIRED TO SWITCH IN DASH, MOUNTED ON 9"X9" BEACON MOUNTING PLATE SE91020

1EA- WHEELEN TAC815 TRAFFIC ADVISOR LIGHT BAR MOUNTED TOP CENTER REAR WIRED TO CONTROL IN CAB

1EA- CLASS 5 DUMP HITCH COMBO PINTLE HITCH (#BH-82000) 2" BALL

1EA- 7 PRONG FLAT RV PLUG#12707

1EA- RELOCATE FACTORY BACKUP CAMERA

2 TOOL BOX

60"X18"X18" UNDERBODY FRAME MOUNTED TOOL BOXES MOUNTED 1EA SIDE DRIVER AND PASSENGER SIDE

1 WEIGHT CERTIFICATE

WEIGHT CERTIFICATE OF COMPLETED UNIT

1 TRANSPORTATION TRANSPORT ONE WAY TO CERRITOS, CA



# National Auto Fleet Group

490 Auto Center Drive, Watsonville, CA 95076 [855] 289-6572 • [831] 480-8497 Fax Fleet@NationalAutoFleetGroup.com

10/11/2021 10/12/2021 Re-Configured

Quote ID: 18576 R1

Order Cut Off Date: 11/12/2021

Mr Paul Martinez city of santa fe springs

12636 Emmens Way

Sante Fe Springs, California, 90670

Dear Paul Martinez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA, Scelzi 12' Chipper Body & Equipment (details enclosed).) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$47,470.00	\$41,714.70	12.124 %	\$5,755.30
Scelzi 12' Chipper Body	\$33,996.00	\$33,996.00		
& Equipment (details enclosed).				
Tax (10.5000 %)		\$7,949.62		
Tire fee		\$10.50		
Total		\$83,670.82		

<sup>-</sup> per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call. Sincerely,

Jesse Cooper Account Manager

Email: Fleet@NationalAutoFleetGroup.com

Office: (855) 289-6572 Fax: (831) 480-8497 Quoting Department Account Manager Fleet@NationalAutoFleetGroup.com (855) 289-6572













GMC

## Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

**490 Auto Center Drive** 

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

#### **Additional Resources**

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



Quotation

230410

2286 E. Date Ave. Fresno, CA 93706 Phone: 559-237-5541 Fax: 559-237-5554

www.SEINC.com

Date: 10/12/2021, 10:31:19 AM

User: Torres, Jessica

Bill To: NATIONAL AUTO FLEET GROUP

End User: CITY OF SANTA FE SPRINGS

Attn: CARROLL, NEIL 12636 EMMENS WAY

SANTA FE SPRINGS, CA 90670

1-855-289-6572

Ship To: NATIONAL AUTO FLEET GROUP

End User: CITY OF SANTA FE SPRINGS

Attn: CARROLL, NEIL 12636 EMMENS WAY

SANTA FE SPRINGS, CA 90670

1-855-289-6572

Quote Date:

Sales Tax

**Expiration Date:** 

10/12/2021

11/11/2021

Exempt @ 0.000%

Salesman:

Gelbach, Adam SCELZI DELIVERY

Ship Via: Terms:

Net 30 w/ PO

PO Number:

Notes:

MOUNT IN RIVERSIDE PAINT BODY WHITE REAR FUEL TANK

Qty	Part Number	Description	Total Tax
1	Customer Chassis	2022, FORD, F-550, 4X2, REG CAB, DRW, GAS 7.3L, WHITE, 84"CA VIN#	\$0.00
1	1 CHIPPER BODY - DUMP	12' CHIPPER BODY AND HOIST	\$30,806.00
	DOWF	- SCELZI CS615T-11 SUB-FRAME UNDERBODY HOIST WITH 11.2 TON CAPACITY RECOMMENDED 19,000 GVW/84" CA	
		- BODY: 12' LONG X 88" WIDE INSIDE X 78" HIGH INSIDE	
		- 10 GA. HIGH TENSILE FLOOR WITH BEVELED SIDE CORNERS AND FRONT	
		- 3" CHANNEL CROSS BARS ON 15" CENTERS	
		- 5" CHANNEL LONGS	
		- 12 GA. FRONT BULKHEAD WITH 3 CORRUGATIONS AND TUBE STIFFENERS	
		- 12 GA. SIDES WITH 2 CORRUGATIONS AND 3 VERTICAL POSTS	



#### Quotation

230410

2286 E. Date Ave. Fresno, CA 93706 Phone: 559-237-5541

Fax: 559-237-5554 www.SEINC.com

Date: 10/12/2021, 10:31:19 AM

User: Torres, Jessica

- FULL DEPTH REAR CORNER POST AND REAR SKIRT
- FULL ROOF WITH CORRUGATIONS AND BEVELED TOP SIDE CORNERS AND FRONT
- 30" REAR SWING-OUT DOUBLE DOORS WITH DOOR LATCH
- LED DELUXE LIGHT PACKAGE- RUBBER MOUNTED STOP AND TURN LIGHTS IN REAR POST AND SIDE CLEARANCE LIGHTS
- BACKUP ALARM (REQUIRED ON ALL DUMPS) STANDARD IS ECCO #510
- 2 ROOF VENTS PER SIDE
- BODY PAINTED WHITE OUTSIDE, EPOXY HARDENED GRAY INSIDE

1EA- HOIST: SCELZI CS615T-11 ELECTRIC OVER HYDRAULIC UNDERBODY HOIST, CLASS 40 11.2 TON CAPACITY WITH 18" OVERHANG, FULL STEEL SUB-FRAME PTO - ELECTRIC ON 550 AND BELOW (SEE PAGE FB-42 FOR PTO WITH DIRECT MOUNT PUMP LED BODY RAISED WARNING LIGHT, BODY PROP INSIDE CAB CONTROL

1EA- PRUNER COMPARTMENT W/ 1 SHELF AND LOCKABLE ACCESS DOOR

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2EA- ECCO LED AMBER STROBE #7960 A 1 EACH CORNER AT TOP REAR WIRED TO SWITCH IN DASH MOUNTED ON 9X9" BEACON MOUNTING PLATE SE091020

1EA- WHELEN TAC815 TRAFFIC ADVISOR LIGHT BAR MOUNTED TOP CENTER REAR WIRED TO CONTROL IN CAB

1EA- CLASS 5 DUMP HITCH COMBO PINTLE HITCH (#BH-82000) 2" BALL

1EA- 7 PRONG FLAT RV PLUG#12707

1EA- RELOCATE FACTORY BACK UP CAMERA

2 TOOL BOX 60" X 18" X 18" UNDERBODY FRAME MOUNTED TOOL BOXES MOUNT 1

\$0.00

1 WEIGHT CERTIFICATE

WEIGHT CERTIFICATE OF COMPLETED UNIT

\$40.00

1 TRANSPORTATION TRANSPORTATION BOTH WAYS TO SANTA FE SPRINGS, CA

EA SIDE DRIVER AND PASSENGER

1 PDI PRE-DELIVERY INSPECTION OF VEHICLE PER WORK ORDER

\$150.00

Sub Total \$30,996.00



2286 E. Date Ave. Fresno, CA 93706 Phone: 559-237-5541

Fax: 559-237-5554 www.SEINC.com

#### Quotation

230410

Date: 10/12/2021, 10:31:19 AM

User: Torres, Jessica

Sales Tax

\$0.00

Total \$30,996.00

#### **DISCLAIMERS**

TERMS:

Standard terms are Net 10 Days, any deviations need to be in writing before production

CHASSIS:

Scelzi Enterprises, Inc. is not responsible for flashing or modification of any chassis modules due to the

installation of a body

Including but not limited to camera installation, erratic turn signal operation, etc

CHANGES:

Each change after quote is accepted will constitute a \$500.00 fee in addition to the cost of the change

No changes will be made to orders 2 weeks prior to production start date

DRAWINGS: Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a \$500.00

fee or more at \$150.00 per hour

No changes will be made to drawings 2 weeks prior to production start date

PAINT:

Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and

procedures

#### THIS WORK AUTHORIZED BY

Payment in full on completion of job if credit arrangements have not been made in advance

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

#### DATE

Estimate Prepared By:

Torres, Jessica

Sales Rep:

Adam

## **Vehicle Configuration Options**

ENGINE	
ENGINE	
Code	Description
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)
TRANSI	MISSION
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
TIRES	
Code	Description
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)
PRIMAR	Y PAINT
Code	Description
Z1	OXFORD WHITE
PAINT S	CHEME
Code	Description
	STANDARD PAINT
SEAT TY	PE
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RA	ATIO
Code	Description
X8L	LIMITED SLIP W/4.88 AXLE RATIO
ADDITIO	NAL EQUIPMENT
Code	Description
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only

	Soli, Solvido, and deliver letter		
68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rearaxle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR		
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights		
18B	PLATFORM RUNNING BOARDS		
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions		
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED)		
OPTION PACKAGE			
Code	Description		
660A	ORDER CODE 660A		

# 2022 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA

## **WINDOW STICKER**

CODE	MODEL	MSRP
F5G	2022 Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA	\$42,040.00
	OPTIONS	
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)	\$0.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
X8L	LIMITED SLIP W/4.88 AXLE RATIO	\$360.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window	\$915.00
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only	\$270.00
68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR	\$1,155.00
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights	\$160.00
18B	PLATFORM RUNNING BOARDS	\$320.00
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED)	\$140.00
660A	ORDER CODE 660A	\$0.00

SUBTOTAL	\$45,775.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$47,470.00

Est City: N/A MPG Est Highway: N/A MPG

Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## **Standard Equipment**

#### **MECHANICAL**

Engine: 7.3L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slipperv

4.88 Axle Ratio

GVWR: 18,000 lbs Payload Package

50-State Emissions System

Transmission w/Oil Cooler

Rear-Wheel Drive

78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

HD 240 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

11290# Maximum Payload

**HD Shock Absorbers** 

Front And Rear Anti-Roll Bars

Firm Suspension

Hydraulic Power-Assist Steering

40 Gal. Fuel Tank

Single Stainless Steel Exhaust

**Dual Rear Wheels** 

Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist

**Upfitter Switches** 

#### **EXTERIOR**

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included

Tires: 225/70Rx19.5G BSW A/P

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Fender Flares

Black Side Windows Trim and Black Front Windshield Trim

**Black Door Handles** 

Black Manual Side Mirrors w/Manual Folding

Manual Extendable Trailer Style Mirrors

Fixed Rear Window

**Light Tinted Glass** 

Variable Intermittent Wipers

**Aluminum Panels** 

Front Splash Guards

Black Grille

Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cab Clearance Lights

#### **ENTERTAINMENT**

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers

Radio w/Seek-Scan and Clock

Fixed Antenna

SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls

2 LCD Monitors In The Front

#### INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

FordPass Connect 4G Mobile Hotspot Internet Access

Manual Air Conditioning

Illuminated Locking Glove Box

Interior Trim -inc: Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

3 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Smart Device Remote Engine Start

Instrument Panel Covered Bin and Dashboard Storage

Manual 1st Row Windows

	Self, Selvice, and deliver letter
Systems Monitor	
Trip Computer	
Outside Temp Gauge	
Analog Appearance	
Seats w/Vinyl Back Material	
Manual Adjustable Front Head Restraints	
Air Filtration	

#### SAFETY

Driveline Traction Control		
Side Impact Beams		
Dual Stage Driver And Passenger Seat-Mounted Side Airbags		
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch		
Safety Canopy System Curtain 1st Row Airbags		
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters		

Purchaser Mailing Add	ress		
Name:			
Address:			
City:	State:	ZIP:	



909 N. Grand Avenue Santa Ana, CA 92701 Sales & Service 800.638.1015 Parts 800.238,9308 13443 Freeway Drive Santa Fe Springs, CA 90670 Sales & Service 888.696.5234 Parts 886.696.5234

October 14, 2021 MOTOR VEHICLE BUYER'S ORDER Salesperson: Bill Mountford

Purchaser: City of Santa Fe Springs Contact: Paul Martinez

Address: 12636 Emmens Way City: Santa Fe Springs STATE: CA Zip: 90670

Bus. Phone: (562) 868-0511 Cell Phone: Fax Number: Page Phone: Contact: Paul Martinez

(562) 868-0511 Bus. Phone: Cell Phone: Fax Number: Res. Phone: I hereby agree to purchase from you under the terms and conditions specified, the following: Delivery is to be made or as soon thereafter as possible. It is agreed, however, that neither you nor the Manufacturer will be liable for failure to effect delivery. eries Name 2022 Ford F-550 Chipper Gas AUTO VEHICL GVWR: Color: Stock #: Wheelbase Cab to Axle: VIN 19.500 WHITE 169" TRD **TBD** Warranty: MANUFACTURER'S WARRANTY APPLIES SELLING PRICE \$79,893.49 VEHICLE DESCRIPTION: COMPLIMENTARY DOORSET WITH GRAPHICS Suggested Price - Vehicle Description - Incentives NEW 2022 Ford F-550 Gas Chipper \_\_Int. DECLINE **ENGINE:** Gas SPOT GRAPHICS OR FULL WRAP (OPTIONAL) TRANSMISSION: **AUTO** ACCEPT DECLINE ord 7.3 Liter 350 HP. V-8 Gas Engine, 10-Speed Automatic Transmission, Power Door Locks, Power Windows Air Conditioning, 40-20-40 Split Bench Seat, (3) Person Seating, Cruise Control, Tilt Telescopic Steering Wheel BODY DESCRIPTION: 12' Long x 88" Wide Inside x 78" High Inside, 10 GA High Tensile Floor W/ Beveled-Side Corners & front, 30" Rear Swing-Out Double Door W/ Latch, Backup Alarm, (2) Roof Vents Per Side Scelzi Hoist CS615T-11 Electric Over Hydraulic Hoist, (1) Prunner Compartment W/ (1) Shelf Lockable Access -Door, (2) 9" x 9" Beacon Mounting Platte At Each Corner, (2) Ecco LED Amber Strobes, (1) Whelen TAC815-Fraffic Advisor Light Bar, (1) Class 5 Dump Hitch Combo Pintle Hitch W/ 2" Ball W/ 7 Prong, Relocate Factory-Backup Camera, (2) 60" x 18" x 18" Underbody Tool Boxes W/ Locking T-handle, \*ALL CURRENT FORD REBATES REFLECTED. REBATES ARE SUBJECT TO CHANGE AT ANY TIME. \*\*SOME REBATES ARE NOT APPLICABLE WITH SPECIAL FORD FINANCING OR CASH PURCHASES. \*\*\*SOME REBATES REFLECTED REQUIRE ACCEPTABLE PROOF OF BUSINESS TO BE ELIGIBLE. DEPOSIT: CREDITS Cash Price of Vehicle & Accessories \$79,893.49 Lease Payment Due: **Documentary Preparation Charge** 85.00 DESCRIPTION OF TRADE-IN Fire Ext., Flares & First Aid Kit Year: \_ Sales Tax - 10.500% 8,397.74 Make: Maintenance & Extended Warrant Model: DMV Electronic Filing Fee Used Trade-In Allowance \$ 30.00 VIN: Less Balance Owed on Trade-In Lender's Admin. Fee if Financing Mileage: \$ California Tire Fee 10.50 Net Trade-In Allowance ayoff to: \_ Est. Lic., Trans., Reg. & Other Fees Down Payment Total Cash Price \$88,416.73

WARNING - Unless a charge is included in this agreement for Public Liability or Property Damage Insurance, payment for such coverage is not provided by this agreement.

Œ Total Credits

Balance of Down Payment Due

Notice to the buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

The first and second page of this order comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature.

Extra Equipment / Body Style:

By

RECEIPT OF A	FILLED-IN	COPY OF	THIS A	GREEMENT IS
HEREBY	ACKNOWI	EDGED E	BY PUR	CHASER

Œ

Less Total Credits

Unpaid Cash Balance Due

\$

\$88,416.73

I have read, and I understand and accept all provisions of the Manufacturer's Warranty Statement covering this new vehicle that I am ordering.

TOM'S TRUCK CENTER	Purchaser	City of Santa Fe Springs
	Purchaser's Signature	

\$

#### TERMS AND CONDITIONS OF ORDER

he Order on the reverse side hereof is subject to the following terms and conditions which hove been mutually agreed upon:

- . This agreement is not binding until signed by an authorized representative of the Dealer.
- 2. Verbal promises by salesmen are not valid. Any promises or understandings not herein specified in writing are hereby expressly waived by the Buyer. Said motor vehicle, accessories and extras to be delivered on the dote specified or as soon thereafter as practicable subject to delays on account of fires, strikes, Not, war, shutdowns at the factory, Dealer's Inability to procure delivery from the factory, or to other casualties or circumstances beyond Dealer's control, time of delivery in any event to be deemed extended correspondingly.
- 3. A "Performance Deposit" of 10% of the purchase price or \$5,000, (whichever is greater) is required and is non-refundable. If the truck purchase is terminated by the customer (not completed), Tom's Truck enter will retain the performance deposit.
- 4. The manufacturer has reserved the right to change the price to the Dealer of new motor vehicles without notice. In the event that the manufacturer's price to the Dealer of the new motor vehicle orderer hereunder is so changed, the cash delivered price to the Buyer will be changed accordingly. If such cash delivery price is increased, the Buyer may, if dissatisfied with such increased purchase price, cance this Order. The manufacturer has the right to make any changes in the model or design of any accessories or parts of any new motor vehicle at any time without creating any obligation on the part of the manufacturer or the Dealer to make corresponding changes in the motor vehicle covered by this Order, either before or subsequent to the delivery of such motor vehicle to the Buyer.
- 5. The price of the motor vehicle quoted herein includes any tax or taxes imposed by any governmental authority prior to or at the time at the order of such motor vehicle unless expressly so stated, but the Buyer assumes and agrees to pay, unless prohibited by law, any taxes, except income taxes, imposed on or incidental to the transaction herein, regardess of the person having the primary tax liability.
- 6. The price quoted in this Order is for immediate delivery, but if the price of the motor vehicle or accessories or the tax imposed by any governmental authority should be changed by the manufacturer or the governmental authority before the motor vehicle has been delivered to the Dealer, then this Order shall be construed as if the changed price was originally inserted herein. The Buyer hereby agrees that the Dealer shall in no way be held lable for any changes in design or models, even though they do not ent the approval of the Buyer. The Buyer hereby agrees to take the motor vehicle as produced by the manufacturer. Buyer agrees to take delivery and pay balance due within twenty-four (24) hours after being notified that the motor vehicle is ready for delivery.
- 7. If the used vehicle traded in by the Buyer is not delivered to the Dealer at the time this Order is signed, or, if at the time of such delivery, the said vehicle and/or its tires or equipment is not in the sam In a used vertice label in the just buyer is not verticed to the Dester at in the line start condition as when appraised, then it is agreed that such used vehicle shall be re-appraised by the Dester is of such desired, and the trade-in allowance for such used vehicle shall be the amount of such ine-appraised. If such re-appraisal value is lower than the original allowance shown on the reverse side hereof, Buyer may, if dissatisfied with such re-appraisal value, cancel this Order. Such right to cancel however, must be exercised by the Buyer prior to the delivery of the motor vehicle covered by this Order to the Buyer and the sumender of the used motor vehicle traded in to the Deater. The Deater. The Deater. The Deater The Deater is the Deater and the sumender of the used motor vehicle traded in the Deater is deliver the original Bill of Sale and the title to any used motor vehicle traded herein along with the delivery of such motor vehicle, and the Buyer warrants such used motor vehicle to be his property, free and clear of all liers and encumbrances, except as otherwise noted herein. The trade-in allowance shown in this order is the amount that the dealer agrees to allow providing the purchaser accepts delivery and completes the deal at the time agreed upon in accordance with the stiputated terms. In the event of any disagreement over the value of the car traded in, the dealer will not be liable for any more than the wholesale market value, as determined by the wholesale figure as shown in the Kelley Blue Book or N.A.D.A. Book, less the estimated cost of reconditioning same.
- 8. If the contract balance on the used vehicle traded in should be more than the amount indicated on this Order, the Buyer agrees to pay the Dealer such excess in cash immediately upon demand, or, at hoption, the Dealer may cancel this Order. Should the amount of such payoff be less than indicated on the Order, such difference shall be paid to the Buyer in cash.
- 9. The Buyer warrants that all taxes of every kind levied against the used vehicle traded in have been fully paid. Should any government agency levy or claim a tax lien or demand on or against such use vehicle, the Dealer may, at his option, pay the same and the Buyer agrees to pay the amount thereof immediately upon demand. If the used vehicle traded in is registered or licensed in any place other than the State of this sale, the Buyer agrees to immediately secure registration for such vehicle and to pay any and all expenses or registration fees incidental thereto. Should the Dealer assume or be put to an penses in connection with such registration, the Buyer will pay the Dealer the amount thereof on demand.
- 10. Title to the motor vehicle ordered herein and right to possession of the same, shall remain in the Dealer until the entire purchase price is fully paid in cash. No check shall constitute payment unless and until it is paid by the bank on which it is drawn when first presented.
- 11. It is expressly agreed that there are no warranties, express or implied, made either by the Dealer or the manufacturer on the motor vehicle, chassis, parts or accessories furnished hereunder, unless eparate written warranty is given by the Dealer to the Buyer at the time of sale. This applies to new motor vehicles as well as used motor vehicles. The Buyer must have a written guarantee in his post to secure an adjustment
- 12. In case the motor vehicle covered by this Order is a used motor vehicle, no warranty or representation is made by the Dealer as to the extent such motor vehicle has been used, regardless of the milear shown on the speedometer of said used motor vehicle. The Dealer does not warrant the correctness of the year of manufacture or model of motor vehicle. The Buyer hereby agrees that he has verified the description of the motor vehicle to his own satisfaction, and that it is the motor vehicle he desires to purchase, regardless of the extent to which such motor vehicle has been used or regardless of whether the escription contained in the Order is correct or not. There is no warranty or representation as to the correctness of the description used.
- 13. This Order is not assignable or transferable without the written consent of the Dealer. No change in the terms or conditions of this Order after execution by the Buyer can be made without the written
- 14. The Buyer hereby guarantees that all statements made by him and set forth in this Order are true and correct, and that the Dealer may accept them as being true representations of existing facts.
- 15. Buyer hereby agrees to pay all attorney and court costs in the event that any legal action is necessary to enforce this agreement or any of the terms thereof.
- 16. If Buyer fails to perform all the terms and conditions of this Order, the Dealer may exercise any right or remedy given him by law in addition to all rights and remedies specified herein, and all such rights and remedies shall be cumulative and may be exercised at the Dealer's election.
- 17. Buyer agrees to accept vehicle and tires, subject to usage and wear resulting from the necessity of driving over land to the point of delivery.

WARRANTY INFORMATION - See Manufacturer's Written New Car Warranty.
Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warrantly of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

YOU HAVE COMPLAINTS CONCERNING THIS SALE, YOU SHOULD TRY TO RESOLVE IT WITH THE SELLER.

COMPLAINTS CONCERNING UNFAIR OR DECEPTIVE PRACTICES OR METHODS BY THE SELLER MAY BE REFERRED TO THE CITY ATTORNEY, THE DISTRICT ATTORNEY, OR THE DEPARTMENT OF MOTOR VEHICLES, DIVISION OF COMPLIANCE, 2570 24th STREET, SACRAMENTO, 95818, OR ANY COMBINATION THEREOF.

AFTER YOU HAVE RECEIVED POSSESSION OF THE VEHICLE, THE SELLER CANNOT CHANGE THE FINANCING OR PAYMENT TERMS STATED IN THE CONTRACT. IT IS AN UNFAIR OF DECEPTIVE PRACTICE FOR THE SELLER TO TRY TO DO SO, AND YOU DO NOT HAVE TO AGREE TO ANY CHANG

BUYER'S SIGNATURE	



Prepared by: Bill Mountford 10/14/2021

Tom's Truck Center | 13443 E. Freeway Dr. Santa Fe Springs California | 906705620

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 240 | Quote ID: 10142021

## Selected Equip & Specs

#### **Dimensions**

Exterior length: 254.8"

Exterior width: 80.0"

Wheelbase: 169.0"

Rear track: 74.0"

Rear tire outside width: 93.9"

Front legroom: 43.9"

Front hiproom: 62.5"

Passenger volume: 64.6cu.ft.

Maximum cargo volume: 11.6cu.ft.

· Exterior height: 81.7"

Front track: 74.8\*

Cab to axle: 84.0"

· Turning radius: 24.2'

Min ground clearance: 8.3"

Front headroom: 40.8"

Front shoulder room: 66.7"

Cargo volume: 11.6cu.ft.

#### Powertrain

• 350hp 7.3L OHV 16 valve V-8 engine with DEVCT variable valve control, SMPI

- federal
- Rear-wheel drive
- Fuel Economy Cty: N/A

Suspension/Handling

- · Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 19.5 x 6 argent steel wheels
- · Dual rear wheels

- · Recommended fuel: regular unleaded
- · TorqShift 10 speed automatic transmission with overdrive
- \* Limited slip differential
- Fuel Economy Highway: N/A

#### **Body Exterior**

- 2 doors
- Turn signal indicator in mirrors
- Chrome bumpers
- Clearcoat paint
- 2 front tow hook(s)

- \* Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- · Hydraulic power-assist re-circulating ball Steering
- LT225/70SR19.5 GBSW AS front and rear tires

#### Convenience

- · Manual air conditioning with air filter
- \* Power front windows
- Driver and passenger 1-touch down

- \* Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- · Black door mirrors
- Trailer harness
- Front and rear 19.5 x 6 wheels
- \* Cruise control with steering wheel controls
- \* Driver and passenger 1-touch up
- \* Remote power door locks with 2 stage unlock and illuminated entry



10/14/2021

Tom's Truck Center | 13443 E. Freeway Dr. Santa Fe Springs California | 906705620

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 240 | Quote ID: 10142021

## Selected Equip & Specs (cont'd)

- Manual tilt steering wheel
- Day-night rearview mirror
- 911 Assist emergency SOS
- · AppLink smart device integration
- · Front cupholders
- Driver and passenger door bins

#### Seats and Trim

- · Seating capacity of 3
- · 4-way driver seat adjustment
- · 4-way passenger seat adjustment

#### **Entertainment Features**

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio

#### Lighting, Visibility and Instrumentation

- · Halogen aero-composite headlights
- Auto on/off headlights
- Light tinted windows
- Tachometer
- Compass
- \* Camera(s) rear
- Trip odometer

#### Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- \* Power remote door locks with 2 stage unlock and panic alarm
- \* MyKey restricted driving mode

- · Manual telescopic steering wheel
- · FordPass Connect 4G internet access
- · Wireless phone connectivity
- · 2 1st row LCD monitors
- · Passenger visor mirror
- · Upfitter switches
- Front 40-20-40 split-bench seat
- · Manual driver lumbar support
- · Centre front armrest with storage
- · SYNC external memory control
- 4 speakers
- Fixed antenna
- · Delay-off headlights
- · Variable intermittent front windshield wipers
- · Front reading lights
- · Oil pressure gauge
- · Outside temperature display
- Trip computer
- · Brake assist
- · Driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- \* Remote activated perimeter/approach lighting
- \* Security system with SecuriLock immobilizer
- · Manually adjustable front head restraints

#### **Dimensions**

#### General Weights

\* Curb 6,793 lbs. 
\* Payload 12,750 lbs.



10/14/2021

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2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 240 | Quote ID: 10142021

7.100 ESTON 2.10   Reste 15. 10142021			
Selected Equip & Spec	cs (cont'd)		
Front Weights	, ,		
	5,600 lbs.	* Front curb weight	3.814 lbs
Front axle capacity Front tire/wheel capacity	7,000 lbs. 7,500 lbs.	Front spring rating	
Rear Weights			
* Rear GAWR	14,706 lbs.	* Rear curb weight	2,979 lbs.
* Rear axle capacity	14,706 lbs.	* Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		
Trailering Type			
Harness	Yes	Trailer sway control	Yes
General Trailering			
5th-wheel towing capacity  Towing capacity		Gooseneck towing capacity GCWR	
Fuel Tank type			
Capacity	40 gal.		
Off Road			
Min ground clearance	8 "		
Interior cargo			
Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
Rear Frame			
Height loaded	29 "	Height unloaded	34 "
Powertrain			
Engine Type			
Block material	Iron	Cylinders	
Head material	Aluminum	Ignition	
Injection	Sequential MPI	Liters	Regular unleaded
Orientation	Longitudinal	Recommended fuel Valvetrain	O1 11 1
Valves per cylinder Variable valve control	DEVCT	valvedam	
Engine Spec			
Bore	4.21"	Compression ratio	10.5:1
Displacement	445 cu.in.	Stroke	
Engine Power			
SAEJ1349 AUG2004 compliant	Yes -lb @ 3,900 RPM	Output	HP @ 3,900 RPM

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10/14/2021

Tom's Truck Center | 13443 E. Freeway Dr. Santa Fe Springs California | 906705620

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 240 | Quote ID: 10142021

	711 - 90		
Selected Equip & Specs (c	ont'd)		
Alternator	,		
Type	HD	Amps	
Battery			
American Landina	78 Yes	Cold cranking amps Type	
Transmission			
Electronic control Overdrive Type		Lock-up Speed	40
Transmission Gear Ratios			
5th	4.696 2.146 1.52 1 0.689 4.866	2nd	2.985 1.769 1.275 0.854 0.616
Transmission Extras			
Driver selectable mode. Oil cooler. Re	Yes egular duty	Sequential shift control	SelectShift
Drive Type			
Type F	Rear-wheel		
Drive Feature			
*Limited slip differential	<b>lechanical</b>	Traction control	Driveline
Drive Axle			
Ratio	4.88		
Exhaust Material Sta	inless steel	System type	Single
Emissions  CARB	Federal		
fuel Economy			
Fuel type	Gasoline		
Driveability			
Brakes			
ABS	4-wheel -wheel disc	ABS channels Vented discs	3 Front and rear



10/14/2021

Tom's Truck Center | 13443 E. Freeway Dr. Santa Fe Springs California | 906705620

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 240 | Quote ID: 10142021

Selected Equip & Specs (cont'd)	
Brake Assistance Brake assist Yes	
Suspension Control Ride Firm	
Front Suspension Independence Mono-beam non-independent	Anti-roll bar Regular
Front Spring	
Type Coil	Grade Regular
Front Shocks	
Type HD	
Rear Suspension	
*Independence DANA 130 rigid axle	Type Leaf
Anti-roll bar Regular	
Rear Spring	Grade
Type Leaf	Grade
Rear Shocks Type HD	
1,700	
Steering Activation Hydraulic power-assist	Type Re-circulating ball
Steering Specs # of wheels	
Exterior	
Front Wheels Diameter 19.5"	Width 6.00"
Rear Wheels	Width 6.00"
Diameter 19.5"  Dual Yes	Width 6.00"
Front and Rear Wheels	01-1
Appearance Argent	Material Steel
Front Tires	40.55
Aspect 70	Diameter 19.5"
Sidewalls BSW Tread AS	Speed S Type LT
Width 225mm	LT load rating G



10/14/2021

Tom's Truck Center | 13443 E. Freeway Dr. Santa Fe Springs California | 906705620

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 240 | Quote ID: 10142021

Selected Equip & Specs (cor	nt'd) 647		,
Rear Tires			
Aspect Sidewalls Tread Width			19.5" S LT G
RPM		LI load family	
Wheels			
Front track Turning radius Rear tire outside width	24.2'	Rear track Wheelbase	74.0 <b>*</b> 169.0"
Body Features			V
* Front license plate bracket		Front splash guards	
Body material A Front tow hook(s)	luminum 2	Side impact beams	Yes
Body Doors			
Door count.	2		
Exterior Dimensions			80.0"
Length	254.8"	Body width Cab to axle	
Body height	47.2	Frame section modulus	
Axle to end of frame Frame yield strength (psi)		Frame rail width	34.2"
Front bumper to Front axle	38.3"	Cab to end of frame	131.2"
Front bumper to back of cab	123.7"		
Safety			
Airbags	.,	n to a the Sugard	Seat mounted
Driver front-impact Overhead Safety Canopy System c	Yes urtain 1st	Driver side-impact Passenger front-impact	
row Passenger side-impact Seat	mounted		
Seatbelt  Height adjustable	Front		
Security		. Doute aless	Yes
" IIIIIIODIIIEOI	curiLock	*Panic alarm.	100
*Restricted driving mode	MyKey		

#### Seating



10/14/2021

Tom's Truck Center | 13443 E. Freeway Dr. Santa Fe Springs California | 906705620

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 240 | Quote ID: 10142021

Selected Equip & Spec	s (cont'd)		
Passenger Capacity			
Capacity	3		
Front Seats			
Split	40-20-40	Туре	Split-bench
Driver Seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	. 4	Lumbar support	Manual
Passenger seat			
Fore/aft	Manual	Reclining .	Manual
Way direction control	<b>4</b>		
Front Head Restraint			
Control	Manual	Туре	Adjustable
Front Armrest			
Centre	Yes	Storage	Yes
Front Seat Trim			
	Vinyl	Back material	Vinyl
Convenience			
AC And Heat Type			
Air conditioning	Manual	Air filter	Yes
Audio System			
Radio	AM/FM stereo	Radio grade	
Seek-scan	Yes	External memory control	SYNC
Audio Speakers			
Speaker type	Regular	Speakers	4
Audio Controls			
Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		
Audio Antenna			
Туре	Fixed		
LCD Monitors			
1st row.	2	Primary monitor size (inches)	4.2
Cruise Control			
*Cruise control With steering	g wheel controls		



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2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 240 | Quote ID: 10142021

Selected Equip & Specs (cont'd)

#### Convenience Features 3 Yes 12V DC power outlet \* Retained accessory power Bluetooth Wireless phone connectivity Emergency SOS 911 Assist App link Upfitter switches Smart device integration Door Lock Activation Keyfob (all doors) Power with 2 stage unlock \* Remote. \*Type .... Yes \* Integrated key/remote. Door Locks Extra FOB Controls Smart device only Remote engine start Instrumentation Type Analog Appearance Instrumentation Gauges Oil pressure Yes Tachometer Yes Yes Transmission fluid temp Engine temperature Yes Engine hour meter Instrumentation Warnings Yes Engine temperature Yes Oil pressure Yes Lights on Yes Battery Yes Yes Low fuel Key Yes

Instrumentation	Displays	
		In-r

nstrumentation Displays				Yes
Clock	In-radio display	Compass	. 9	Yes
Exterior temp	Yes	Systems monitor	*1	163
* Camera(s) - rear	Yes			

Yes

Yes

Service interval

#### Instrumentation Feature

Door ajar

Brake fluid

nstrumentation reature					Vac
Trip computer	 ****	Yes	Trip odometer		Yes

## Steering Wheel Type

iteering vvneei	rype	4.1	=0.0				Manual
Material		 Urethane	Tilting	63.8	19		 Maine
Telescoping	81	 Manual					

#### Front Side Windows

* Window 1st row activation	· .	Power
* WINDOW IST FOW activation		

#### Window Features

salesperson for the most current information.

Tinted

*1-touch down	Driver and passenger	*1-touch up	Driver and passenger
Tinted	Light		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See

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Tom's Truck Center | 13443 E. Freeway Dr. Santa Fe Springs California | 906705620

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 240 | Quote ID: 10142021

## Selected Equip & Specs (cont'd)

Selected Equip & Spec	s (cont u)	
Front Windshield		
Wiper Vari	able intermittent	
Rear Windshield		
Window	Fixed	
	I IXGU	
Interior		
Passenger Visor		
Mirror	Yes	
Rear View Mirror	že.	
Day-night	Yes	
Headliner		
	Full	Material Cloth
	,	
Floor Trim	. Fuil	Covering Vinyl/rubber
	Full	Covering
Trim Feature		Interior accents Chrome
Gear shifter material	Urethane	Interior accents Chrome
Lighting		Van
Dome light type	Fade	Front reading Yes Variable IP lighting Yes
* Illuminated entry	Yes	Variable IP lighting Yes
Storage		
* Driver door bin	Yes	Front Beverage holder(s) Yes
	Locking	*Passenger door bin Yes
Illuminated	Yes	Instrument panel Covered bin
	Yes	
Legroom Front	43.9"	
Headroom	40.8"	
Front	40.0	
Hip Room	CO E"	
Front	62.5"	
Shoulder Room		
Front	66.7"	
Interior Volume		
Passenger volume	64.6 cu.ft.	



10/14/2021

Tom's Truck Center | 13443 E. Freeway Dr. Santa Fe Springs California | 906705620

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 240 | Quote ID: 10142021

As Configured Vehicle

Code Description **MSRP** 

**Base Vehicle** 

F5G

Base Vehicle Price (F5G)

\$42,040.00

**Packages** 

660A

Order Code 660A

N/C

Includes:

- Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic

10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and

slippery.
- Tires: 225/70Rx19.5G BSW A/P

- Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat

Includes center armrest, cupholder, storage and driver's side manual lumbar.
- Radio: AM/FM Stereo w/MP3 Player

Includes 4 speakers.

- SYNC Communications & Entertainment System
- SYNC Communications & Entertainment System
- Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1
- smart-charging USB port and steering wheel audio controls.

**Powertrain** 

99N

Engine: 7.3L 2V DEVCT NA PFI V8

Included

Gas

44G

Transmission: TorqShift 10-Speed

Included

Automatic

10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco. deep sand/snow and

slippery.

X8L

68M

Limited Slip w/4.88 Axle Ratio

\$360.00

GVWR: 19,500 lb Payload Plus

\$1,155.00

Upgrade Package

Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.

Wheels & Tires

TGJ

Tires: 225/70Rx19.5G BSW A/P

Included

64Z

Wheels: 19.5" x 6" Argent Painted

Included

Steel

Hub covers/center ornaments not included.

Seats & Seat Trim

Α

HD Vinyl 40/20/40 Split Bench Seat

Included

Includes center armrest, cupholder, storage and driver's side manual lumbar.



10/14/2021

Tom's Truck Center | 13443 E. Freeway Dr. Santa Fe Springs California | 906705620

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 240 | Quote ID: 10142021

As	Configure	d Vehicle	(cont'd)
			1 /

Description Code

MSRP

**Other Options** 

PAINT

Monotone Paint Application

STD

169WB

169" Wheelbase

STD

STDRD

Radio: AM/FM Stereo w/MP3 Player

Included

Includes 4 speakers.

- SYNC Communications & Entertainment System
- Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.

96V

XL Value Package

\$395.00

Includes:

- XL Decor Group

- Chrome Front Bumper - Steering Wheel-Mounted Cruise Control

\$915.00

90L

Power Equipment Group

Deletes passenger side lock cylinder. Includes upgraded door-trim panel.

Includes:

nctudes: - Accessory Delay - Advanced Security Pack Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors. - Folding Trailer Tow Mirrors w/Power Heated Gloss - Folding Trailer Tow Mirrors w/Power Heated Gloss

Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.

- MyKey

Includes owner controls feature.

Power Front Side Windows

Includes 1-touch up/down driver/passenger window.

- Power Locks

- Remote Keyless Entry

\$160.00

63A

Utility Lighting System

Includes LED side-mirror spotlights.

\$415.00

872

Rear View Camera & Prep Kit

Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming

instructions.

153

Front License Plate Bracket

N/C

Standard in states requiring 2 license plates and optional to all others.

**Fleet Options** 

525\_

Steering Wheel-Mounted Cruise

Included

Control

**Emissions** 

425

50-State Emissions System

STD



10/14/2021

Tom's Truck Center | 13443 E. Freeway Dr. Santa Fe Springs California | 906705620

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 240 | Quote ID: 10142021

As Configured Vel	nicle (cont'd)	
Code	Description	MSRP
Interior Color		
AS_01	Medium Earth Gray	N/C
Exterior Color		
Z1_01	Oxford White	N/C
SUBTOTAL		\$45,440.00
Destination Charge		\$1,695.00
TOTAL		\$47,135.00

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Tom's Truck Center | 13443 E. Freeway Dr. Santa Fe Springs California | 906705620

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 240 | Quote ID: 10142021

# Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	\$42,040.00
Options	\$3,400.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Destination Charge	\$1,695.00
Total	\$47,135.00

**Customer Signature** 

Acceptance Date



Quotation

230424

2286 E. Date Ave. Fresno, CA 93706 Phone: 659-237-5541 Fax: 559-237-5554 www.SEINC.com

Date: 10/12/2021, 10:26:47 AM

User: Torres, Jessica

- FULL DEPTH REAR CORNER POST AND REAR SKIRT
- FULL ROOF WITH CORRUGATIONS AND BEVELED TOP SIDE CORNERS AND FRONT
- 30" REAR SWING-OUT DOUBLE DOORS WITH DOOR LATCH
- LED DELUXE LIGHT PACKAGE- RUBBER MOUNTED STOP AND TURN LIGHTS IN REAR POST AND SIDE CLEARANCE LIGHTS
- BACKUP ALARM (REQUIRED ON ALL DUMPS) STANDARD IS ECCO #510
- 2 ROOF VENTS PER SIDE
- BODY PAINTED WHITE OUTSIDE, EPOXY HARDENED GRAY INSIDE

1EA- HOIST: SCELZI CS615T-11 ELECTRIC OVER HYDRAULIC UNDERBODY HOIST, CLASS 40 11.2 TON CAPACITY WITH 18" OVERHANG, FULL STEEL SUB-FRAME PTO - ELECTRIC ON 550 AND BELOW (SEE PAGE FB-42 FOR PTO WITH DIRECT MOUNT PUMP LED BODY RAISED WARNING LIGHT, BODY PROP INSIDE CAB CONTROL

1EA- PRUNER COMPARTMENT W/ 1 SHELF AND LOCKABLE ACCESS DOOR

2EA- 9" X 9" SE091020 BEACON MOUNTING PLATE 1 EACH CORNER AT TOP REAR

2EA- ECCO LED AMBER STROBE #7960 A 1 EACH CORNER AT TOP REAR WIRED TO SWITCH IN DASH MOUNTED ON 9X9" BEACON MOUNTING PLATE SE091020

1EA- WHELEN TAC815 TRAFFIC ADVISOR LIGHT BAR MOUNTED TOP CENTER REAR WIRED TO CONTROL IN CAB

1EA- CLASS 5 DUMP HITCH COMBO PINTLE HITCH (#BH-82000) 2" BALL

1EA- 7 PRONG FLAT RV PLUG#12707

1EA- RELOCATE FACTORY BACK UP CAMERA

2 TOOL BOX 60" X 18" X 18" UNDERBODY FRAME MOUNTED TOOL BOXES MOUNT 1

\$0.00

1 WEIGHT CERTIFICATE

WEIGHT CERTIFICATE OF COMPLETED UNIT

\$40.00

1 TRANSPORTATION TRANSPORTATION BOTH WAYS TO SANTA FE SPRINGS, CA

EA SIDE DRIVER AND PASSENGER

Sub Total \$30,846.00

Sales Tax \$0.00





10/21/2021

CITY OF SANTA FE SPRINGS

12636 Emmens Way

Santa Fe Springs ,Ca 90670

ATTEN: Paul Martinez-Director of Purchasing Services

Request for Quote—One(1) Ford Chassis Cab w/Chipper Dump Body

Ford F550 -2022 or 2023 Model Year

Selling Price----\$81,351.00

Tax-----8,550.78

License /Fees/E-plates-----123.25

Total-----\$90,025.03

OPTIONAL-FORD F600-2022 or 2023 Model Year

Selling Price-----\$83,451.00

Tax-----8,771.28

License/Fees/E-plates-----123.25

Total-----\$92,345.53

Delivery ---350 to 380 Days

Terms Net 30 days

Truman Williams-Fleet and Municipal Sales Manager

	V4.58	40
VRICE	5432	Ē

CNGP	530	VEHICLE ORD	ER CONFIRMATION		19:50:26 r: F71018
		2022 F-S	ERIES SD		
Orde	r No: 1234 Prio		IN: QA524 Order Ty	****	
			E SPRIN PO Nun		
				game, games auggess 35 mages 6	
¥F5G	F550 4X2 CHAS/C \$	42040	TELE TT MIF	R-PWR	
	160" WHEEL BASE		FRT LTCFNSF	F RKT NC	
21	OXFORD WHITE		17F XL DECOR PH 18B PLAT RUNNIN	(G 220	
A	VNYL 40/20/40		18B PLAT RUNNIN	NG BD 320	
	MEDIUM EARTH GR		TPMS DELETE	9996 9996	
	PREF EQUIP PKG		TPMS DELETE 19500# GVWF 425 50 STATE EN	RPKG	
	.XL TRIM		425 50 STATE EN	MISS NC	
572	.AIR CONDITIONER				
	.AMFM/MP3/CLK		TOTAL BASE AND OF		
99N	.7.3L DEV V8 ENG		TOTAL	48745	
44G	10-SPD AUTOMATC	NC	*THIS IS NOT AN I	INVOICE*	
	225 BSW AP 19.5		*TOTAL PRICE EXCL	LUDES COMP PR	
X8L	4.88 LTD SLIP	360			
68M	PAYLD PLUS UPGR	1155	* MORE ORDER INFO	NEXT PAGE *	
90L	PWR EQUIP GROUP	915	F8=	=Next	
F1=H	elp	F2=Return to	Order	F3/F12=Veh C	ord Menu
F4=S	ubmit F5=Add to	Library	-9=View Trailers		
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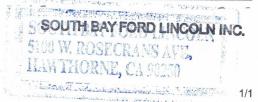
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63A	UTLTY LIGHT SYS	160	TOTAL BASE AN	D OPTIONS	48745
65Z	AFT AXLE TANK	NC	TOTAL		48745
67B	397 AMP ALTRNTR	115	*THIS IS NOT	AN INVOIC	
67X	XTR HS SUSPEN	125	*TOTAL PRICE		
76C	EX BACKUP ALARM	140		North State State Court State	
794	PRICE CONCESSN				
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SOUTH BAY FORD LINCOLN INC.

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0rd	er No:	1234 Prio	rity: F4	Ord	ETN. OAS	21 Order Type:	ED Drico	180. 101 2
Ord	PEP:	680A Cust/F	It Name:	SANTA	EE CDDT	PO Number	JD FILLE	LEVEL. 240
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A	VNYL	40/20/40				TPMS DELETE		
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	2022 F-SERIES SD	Page: 2 of 2
Order No: 1234 Pr	iority: E4 Ord FTN: 0A524 (	Order Type: 5B Price Level: 240
Ord PEP: 680A Cust/	Flt Name: SANTA FE SPRI	PO Number:
	RETAIL	RETAIL
595 FOG LAMPS	N N N N N N N N N N N N N N N N N N N	E AND OPTIONS\$50345
61J JACK	NC TOTAL	50345
63A UTLTY LIGHT SYS		JOT AN INVOICE*
65Z AFT AXLE TANK	* * * * * * * * * * * * * * * * * * *	CE EXCLUDES COMP PR
67B 397 AMP ALTRNTR	, on a y grown X X 4 or	CCL EXCLUDES COMP PR
794 PRICE CONCESSN		
REMARKS TRAILER		
86M DUAL BATTERY	210	
872 RR CAM & PREP K	415	
94P PRE COLL ASSIST	115	
SP FLT ACCT CR		
FUEL CHARGE		
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F4=Submit F5=Add t	o Library F9=View Trail	ers
S099 -		

SOUTH BAY FORD LINCOLN INC.



2286 E. Date Ave. Fresno, CA 93706 Phone: 559-237-5541 Fax: 559-237-5554 www.SEINC.com

#### Quotation

230745

Date: 10/15/2021, 3:07:08 PM

User: Torres, Jessica

Bill To:

SOUTH BAY FORD

Attn: WILLIAMS, TRUMAN 5100 ROSECRANS AVE HAWTHORNE, CA 90250 Ship To:

SOUTH BAY FORD

Attn: WILLIAMS, TRUMAN 5100 ROSECRANS AVE HAWTHORNE, CA 90250

**Quote Date:** 

10/15/2021

Salesman:

Gelbach, Adam

**Expiration Date:** 

11/14/2021

Ship Via:

SCELZI DELIVERY

Sales Tax

Exempt @ 0.000%

Terms:

Net 10

PO Number:

Notes:

MOUNT IN RIVERSIDE PAINT BODY WHITE REAR FUEL TANK

Qty	Part Number	Description	Total	Tax
1	Customer Chassis	2022, FORD, F-550, 4X2, REG CAB, DRW, GAS 7.3L, WHITE, 84"CA VIN#	;	
1	CHIPPER BODY - DUMP	12' CHIPPER BODY AND HOIST	(	
		- SCELZI CS615T-11 SUB-FRAME UNDERBODY HOIST WITH 11.2 TON CAPACITY RECOMMENDED 19,000 GVW/84" CA		
		- BODY: 12' LONG X 88" WIDE INSIDE X 78" HIGH INSIDE		
		- 10 GA. HIGH TENSILE FLOOR WITH BEVELED SIDE CORNERS AND FRONT		
		- 3" CHANNEL CROSS BARS ON 15" CENTERS		
		- 5" CHANNEL LONGS		
		- 12 GA. FRONT BULKHEAD WITH 3 CORRUGATIONS AND TUBE STIFFENERS		
		- 12 GA. SIDES WITH 2 CORRUGATIONS AND 3 VERTICAL POSTS		



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230745

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Date: 10/15/2021, 3:07:08 PM

User: Torres, Jessica

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- FULL ROOF WITH CORRUGATIONS AND BEVELED TOP SIDE CORNERS AND FRONT
- 30" REAR SWING-OUT DOUBLE DOORS WITH DOOR LATCH
- LED DELUXE LIGHT PACKAGE- RUBBER MOUNTED STOP AND TURN LIGHTS IN REAR POST AND SIDE CLEARANCE LIGHTS
- BACKUP ALARM (REQUIRED ON ALL DUMPS) STANDARD IS ECCO #510
- 2 ROOF VENTS PER SIDE
- BODY PAINTED WHITE OUTSIDE, EPOXY HARDENED GRAY INSIDE

1EA- HOIST: SCELZI CS615T-11 ELECTRIC OVER HYDRAULIC UNDERBODY HOIST, CLASS 40 11.2 TON CAPACITY WITH 18" OVERHANG, FULL STEEL SUB-FRAME PTO - ELECTRIC ON 550 AND BELOW (SEE PAGE FB-42 FOR PTO WITH DIRECT MOUNT PUMP LED BODY RAISED WARNING LIGHT, BODY PROP INSIDE CAB CONTROL

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2EA- 9" X 9" SE091020 BEACON MOUNTING PLATE 1 EACH CORNER AT TOP REAR

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1EA- CLASS 5 DUMP HITCH COMBO PINTLE HITCH (#BH-82000) 2" BALL

1EA- 7 PRONG FLAT RV PLUG#12707

1EA- RELOCATE FACTORY BACK UP CAMERA

2 TOOL BOX

60" X 18" X 18" UNDERBODY FRAME MOUNTED TOOL BOXES MOUNT 1 EA SIDE DRIVER AND PASSENGER

1 WEIGHT CERTIFICATE WEIGHT CERTIFICATE OF COMPLETED UNIT

1 TRANSPORTATION TRANSPORTATION BOTH WAYS TO HAWTHORNE, CA

#### RJM101220211525

# THIS IS YOUR QUOTE

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

## QUOTATION \_\_\_\_

#### Customer

Phone

Name CITY OF SANTA FE SPRINGS

Address F550 REGULAR CAB 4X2 GASOLINE WITH

CHIPPER BODY BY SCELZI

ATTN: PAUL MARTINEZ

•	
Date	10/12/2021
REP	BOB MILLOY
Phone	
FOB	SACRAMENTO

Qty	Description	Unit Price	TOTAL
	STATE OF CALIFORNIA CONTRACT 1-18-23-20A		
	CLIN 33		
1	NEW FORD F-550 4X2 REGULAR CAB/CHASSIS, 6.8L	\$33,992.00	\$33,992.00
•	Gasoline Engine, 10 Speed Auto Trans,169"WB, 84"CA	Ψ00,002.00	φ30,992.00
	19,500 # GVWR, Black Front Bumper, 40 (40 Gal Fuel Tank		
•	Rubber Flooring, Manual Windows/Locks, A/C, Vinyl Seat	' <b>,</b>	
	XL Trim, Tilt Wheel, 4.88 L/S Rear		
1	Power Group	\$1,097.00	\$1,097.00
1	Running Boards	\$375.00	\$375.00
1	Rear View Camera Kit	\$535.00	\$535.00
1	PreCollision Assist with Pedestrian Detection Feature	\$0.00	\$0.00
	Not Available		
1	Trailer Brake Controller	\$270.00	\$270.00
1	Scelzi 12' Chipper Body per attch Scelzi Quote#230452	\$34,191.00	\$34,191.00
		·	
		İ	
1	Document Fee	\$85.00	\$85.00
•		Subtotal	\$70,545.00
		DELIVERY Sales Tax	\$800.00
		CA Tire Tax	\$7,407.23 \$10.50
	\$500 Discount for prompt	TOTAL DUE	\$10.50 \$78,762.73
•	payment in 20 days	. V . N. DVL	Ψ10,702.75

payment in 20 days



2286 E. Date Ave. Fresno, CA 93706 Phone: 559-237-5541 Fax: 559-237-5554 www.SEINC.com



230452

Date: 10/12/2021, 12:43:33 PM

User: Torres, Jessica

Bill To:

DOWNTOWN FORD

Attn: MILLOY, BOB 525 N 16TH STREET

SACRAMENTO, CA 95811

(916) 230-2569

Ship To:

DOWNTOWN FORD

Attn: MILLOY, BOB 525 N 16TH STREET

SACRAMENTO, CA 95811

(916) 230-2569

**Quote Date:** 

10/12/2021

Salesman:

Gelbach, Adam

**Expiration Date:** 

11/11/2021

Ship Via:

SCELZI DELIVERY

Sales Tax

Exempt @ 0.000%

Terms:

Net 10

PO Number:

Notes:

MOUNT IN FRESNO PAINT BODY WHITE REAR FUEL TANK

Qty	Part Number	Description	Total	Tax
1	Customer Chassis	2022, FORD, F-550, 4X2, REG CAB, DRW, GAS 7.3L, WHITE, 84"CA VIN#	\$0.00	
1	CHIPPER BODY - DUMP	12' CHIPPER BODY AND HOIST	\$30,816.00	
	DOWF	- SCELZI CS615T-11 SUB-FRAME UNDERBODY HOIST WITH 11.2 TON CAPACITY RECOMMENDED 19,000 GVW/84" CA		
		- BODY: 12' LONG X 88" WIDE INSIDE X 78" HIGH INSIDE		
		- 10 GA. HIGH TENSILE FLOOR WITH BEVELED SIDE CORNERS AND FRONT		12.0
	.a.	- 3" CHANNEL CROSS BARS ON 15" CENTERS		
		<ul> <li>- 5" CHANNEL LONGS</li> <li>- 12 GA. FRONT BULKHEAD WITH 3 CORRUGATIONS AND TUBE STIFFENERS</li> <li>- 12 GA. SIDES WITH 2 CORRUGATIONS AND 3 VERTICAL POSTS.</li> </ul>		i.



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1EA- CLASS 5 DUMP HITCH COMBO PINTLE HITCH (#BH-82000) 2" BALL

1EA-7 PRONG FLAT RV PLUG#12707

1EA- RELOCATE FACTORY BACK UP CAMERA

\$0.00

60" X 18" X 18" UNDERBODY FRAME MOUNTED TOOL BOXES MOUNT 1 EA SIDE DRIVER AND PASSENGER

1 WEIGHT CERTIFICATE

2 TOOL BOX

WEIGHT CERTIFICATE OF COMPLETED UNIT

\$40.00

1 TRANSPORTATION TRANSPORT ONE WAY TO SACRAMENTO, CA

Sub Total \$30,856.00

Sales Tax

\$0.00



2286 E. Date Ave. Fresno, CA 93706 Phone: 559-237-5541 Fax: 559-237-5554

www.SEINC.com

230452

Quotation

Date: 10/12/2021, 12:43:33 PM

User: Torres, Jessica

Total \$30,856.00

**DISCLAIMERS** 

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Scelzi Enterprises, Inc. is not responsible for flashing or modification of any chassis modules due to the CHASSIS:

installation of a body

Including but not limited to camera installation, erratic turn signal operation, etc

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THIS WORK AUTHORIZED BY

Payment in full on completion of job if credit arrangements have not been made in advance

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

DATE

Estimate Prepared By:

Torres. Jessica

Sales Rep:

Gelbach,

Adam



2286 E. Date Ave. Fresno, CA 93706 Phone: 559-237-5541 Fax: 559-237-5554 www.SEINC.com

### Quotation .

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Date: 10/12/2021, 12:43:33 PM

User: Torres, Jessica

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DOWNTOWN FORD

Attn: MILLOY, BOB 525 N 16TH STREET

SACRAMENTO, CA 95811

(916) 230-2569

Ship To:

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Gelbach, Adam

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SCELZI DELIVERY

Sales Tax

Exempt @ 0.000%

Terms:

Net 10

PO Number:

Notes:

MOUNT IN FRESNO PAINT BODY WHITE REAR FUEL TANK

Qty	Part Number	Description	Total	Tax
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www.SEINC.com

230452

Date: 10/12/2021, 12:43:33 PM

User: Torres, Jessica

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1EA- CLASS 5 DUMP HITCH COMBO PINTLE HITCH (#BH-82000) 2" BALL

60" X 18" X 18" UNDERBODY FRAME MOUNTED TOOL BOXES MOUNT 1

1EA- 7 PRONG FLAT RV PLUG#12707

1EA- RELOCATE FACTORY BACK UP CAMERA

TEN NELGONIE THOTON BROKET ONWERN

EA SIDE DRIVER AND PASSENGER

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1 WEIGHT CERTIFICATE

2 TOOL BOX

WEIGHT CERTIFICATE OF COMPLETED UNIT

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1 TRANSPORTATION TRANSPORT ONE WAY TO SACRAMENTO , CA

Sub Total \$30,856.00

Sales Tax

\$0.00



Quotation

230452

2286 E. Date Ave. Fresno, CA 93706 Phone: 559-237-5541

Fax: 559-237-5554 www.SEINC.com

Date: 10/12/2021, 12:43:33 PM

User: Torres, Jessica

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Payment in full on completion of job if credit arrangements have not been made in advance

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

#### DATE

Estimate Prepared By:

Torres, Jessica

Sales Rep:

Gelbach,

Adam

**City Council Meeting** 

November 2, 2021

# **NEW BUSINESS**

Purchase of One (1) New 2022 Ford Ranger from Fairway Ford

# **RECOMMENDATION(S)**

- Purchase of one (1) New 2022 Ford Ranger by awarding an order to Fairway Ford;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$27,852.54 to Fairway Ford.

# **BACKGROUND**

The City Council approved the purchase of one (1) New 2022 Ford Ranger in the Fiscal Year 2021/22 budget. This vehicle will be assigned to Police Services as a Code Enforcement unit.

The below vendors were given a set of specifications and invited to bid. We had four responses and recommend awarding the order to Fairway Ford as the lowest responsible bidder.

Vendor	Quoted Price
Fairway Ford	\$27,825.54
National Auto Fleet Group	\$30,405.33
Downtown Ford	\$30,422.21
Kearny Mesa Ford	\$30,512.28
Norm Reeves Ford	No Bid
Fullerton Ford	No Bid
Villa Ford	No Bid
Bob Wondries Ford	No Bid
Ken Grody Ford	No Bid
Raceway Ford	No Bid

# **FISCAL IMPACT**

The City Council approved \$30,000 for the purchase of this vehicle. The quoted amounts include all taxes, fees, and delivery. The City will realize a savings of \$2,174.46 in the Vehicle Acquisition and Replacement Activity from the approved budgeted amount. There are additional up-fit costs covered by separate budgeted funds for this purpose.

Report Submitted By: Paul Martinez
Finance & Administrative Services Department

Date of Report: October 28, 2021

Date of Report: October 28, 2021



**City Council Meeting** 

Raymond R. Cruz City Manager

# Attachment(s):

- 1) Fairway Ford Bid
- 2) National Auto Fleet Bid
- 3) Downtown Ford Bid
- 4) Kearny Mesa Bid



1350 Yorba Linda Boulevard • Placentia • California • 92870 Tel: 714/ 579-3800 • Fax: 714/ 996-5610

==> Dealer:	
	1 of 1
Order No: 0000 Priority: B3 Ord FIN: QA524 Order Type: 5B Price Leve	
Ord Code: 100A Cust/Flt Name: SANTA FE PO Number:	
RETAIL	
R1E RANGER 4X2 S/C \$25285 53R TRAILER TOW PKG \$495	
.126" WHEELBASE 67F XL PWR EQUIP PK 355 YZ OXFORD WHITE 794 PRICE CONCESSN	
S VINYL SEATS REMARKS TRAILER	
H EBONY INTERIOR 86S TGH BED SPRY IN 495	
100A EQUIP GRP 153 FRT LICENSE BKT NC	
.XL SERIES SP FLT ACCT CR	
.16"SILVER STEEL FUEL CHARGE	
99H .2.3L ECOBOOST NC PRICED DORA NC	
44U .10-SPD AUTO TR NC DEST AND DELIV 1295	
255/70R16 A/S TOTAL BASE AND OPTIONS 28905	
CAL. BOARD FEES NC TOTAL 28905 16E CARPET FLOORING 145	
17C FLR LNR-AW+CRPT 200 CACS PONES # 25 10 8	0
18Y RUN BOARD-BLACK 635	
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30° 10° 10° 10° 10° 10° 10° 10° 10° 10° 1	5
CAL, TIRE FEE 8 \$ 82	_
DMV & EXEMPT	
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16TAL8 # 27,852	54
EACT	}.



National Auto Fleet Group

490 Auto Center Drive, Watsonville, CA 95076 [855] 289-6572 • (831) 480-8497 Fax Fleet@NationalAutoFleetGroup.com

10/12/2021

Quote ID: 18596

Order Cut Off Date: TBA

Mr Paul Martinez city of santa fe springs

12636 Emmens Way

Sante Fe Springs, California, 90670

Dear Paul Martinez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Ford Ranger (R1E) XL 2WD SuperCab 6' Box 126.8" WB, Factory Order ) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$28,905.00	\$26,908.22	6.908 %	\$1,996.78
Factory Order		\$0.00		
2 additional key(s)		\$600.00		
Tax (10.5000 %)		\$2,888.36		
Tire fee		\$8.75		
Total		\$30,405.33		

<sup>-</sup> per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper Account Manager

Email: Fleet@NationalAutoFleetGroup.com

Office: (855) 289-6572 Fax: (831) 480-8497















# **Purchase Order Instructions & Resources**

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

**490 Auto Center Drive** 

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

# Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

**General Inquiries:** 

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

# **Vehicle Configuration Options**

ENGINE	
Code	Description
9H	ENGINE: 2.3L ECOBOOST, -inc: auto start-stop technology (STD)
RANSM	ISSION
Code	Description
14U	TRANSMISSION: ELECTRONIC 10-SPEED SELECTSHIFT AUTO, (STD)
WHEELS	
Code	Description
64A	WHEELS: 16" SILVER STEEL, (STD)
TIRES	
Code	Description
	TIRES: P255/70R16 A/S BSW, (STD)
PRIMAR	Y PAINT
Code	Description
ΥZ	OXFORD WHITE
PAINT S	CHEME
Code	Description
	STANDARD PAINT
SEAT TY	PE
Code	Description
SH	EBONY, FRONT VINYL BUCKET SEATS, -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats
AXLE R	ATIO
Code	Description
	3.73 AXLE RATIO, (STD)
ADDITIO	DNAL EQUIPMENT
Code	Description
53R	TRAILER TOW PACKAGE, -inc: towing capability up to TBD lbs and 4-pin/7-pin wiring harness, Class IV Trailer Hitch Receiver,
67F	XL POWER EQUIPMENT GROUP, -inc: Perimeter Alarm, Remote Key Fob w/Tailgate Lock, Power Glass Sideview Mirrors,
	10.1.D. = 10.04/CSDDript/195962wc=true&se=true&ssdType=QuickQuote

10/12/21, 1.10 1	
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others
18Y	5" RECTANGULAR BLACK RUNNING BOARDS
86S	TOUGH BED SPRAY-IN BEDLINER
16E	CARPET FLOORING W/FLOOR MATS
17C	TRAY STYLE FLOOR LINER W/CARPET FLOOR MATS
OPTION	PACKAGE
Code	Description
100A	EQUIPMENT GROUP 100A STANDARD

# 2022 Fleet/Non-Retail Ford Ranger XL 2WD SuperCab 6' Box 126.8" WB

# WINDOW STICKER

2022 Ford	Ranger XL 2WD SuperCab 6' Box 126.8" WB	
CODE	MODEL	MSRP
R1E	2022 Ford Ranger XL 2WD SuperCab 6' Box 126.8" WB	\$25,285.00
	OPTIONS	
99H	ENGINE: 2.3L ECOBOOST, -inc: auto start-stop technology (STD)	\$0.00
44U	TRANSMISSION: ELECTRONIC 10-SPEED SELECTSHIFT AUTO, (STD)	\$0.00
64A	WHEELS: 16" SILVER STEEL, (STD)	\$0.00
	TIRES: P255/70R16 A/S BSW, (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
	STANDARD PAINT	\$0.00
SH	EBONY, FRONT VINYL BUCKET SEATS, -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats	\$0.00
	3.73 AXLE RATIO, (STD)	\$0.0
53R	TRAILER TOW PACKAGE, -inc: towing capability up to TBD lbs and 4-pin/7-pin wiring harness, Class IV Trailer Hitch Receiver,	\$495.0
67F	XL POWER EQUIPMENT GROUP, -inc: Perimeter Alarm, Remote Key Fob w/Tailgate Lock, Power Glass Sideview Mirrors,	\$355.0
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others	\$0.0
18Y	5" RECTANGULAR BLACK RUNNING BOARDS	\$635.0
86S	TOUGH BED SPRAY-IN BEDLINER	\$495.0
16E	CARPET FLOORING W/FLOOR MATS	\$145.0
17C	TRAY STYLE FLOOR LINER W/CARPET FLOOR MATS	\$200.0
100A	EQUIPMENT GROUP 100A STANDARD	\$0.0
Please n	ote selected options override standard equipment	-
×	SUBTOTAL	\$27,610.0
	Advert/ Adjustments	\$0.0
	Manufacturer Destination Charge	\$1,295.0
	TOTAL PRICE	\$28,905.0
Est City:	N/A MPG way: N/A MPG	

Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

# **Standard Equipment**

#### **MECHANICAL**

Engine: 2.3L EcoBoost -inc: auto start-stop technology

Transmission: Electronic 10-Speed SelectShift Auto

3.73 Axle Ratio

GVWR: 6,050 lbs

50-State Emissions System

Transmission w/Driver Selectable Mode

Rear-Wheel Drive

70-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection

150 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

**Trailer Wiring Harness** 

1905# Maximum Payload

Gas-Pressurized Shock Absorbers

Front Anti-Roll Bar

Electric Power-Assist Speed-Sensing Steering

18 Gal. Fuel Tank

Single Stainless Steel Exhaust

Short And Long Arm Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

#### **EXTERIOR**

Wheels: 16" Silver Steel

Tires: P255/70R16 A/S BSW

Regular Box Style

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent

Black Rear Step Bumper

Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Manual Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window

**Light Tinted Glass** 

Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Black Grille

Front License Plate Bracket

Reverse Opening Rear Doors

Tailgate Rear Cargo Access

Manual Tailgate/Rear Door Lock

Autolamp Auto On/Off Projector Beam Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

#### **ENTERTAINMENT**

Radio: AM/FM Stereo -inc: Bluetooth pass thru and 1 USB port

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and External Memory Control

Streaming Audio

Integrated Roof Antenna

4 Speakers

2 LCD Monitors In The Front

# INTERIOR

**Driver Seat** 

Passenger Seat

Removable Full Folding Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Transmission Fluid Temp, Trip Odometer and Trip Computer

Fixed Rear Windows

FordPass Connect 4G Mobile Hotspot Internet Access

Front Cupholder

Rear Cupholder

Compass

Manual Air Conditioning

**HVAC** -inc: Underseat Ducts

Locking Glove Box

Interior Trim -inc: Cabback Insulator and Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Front Cloth Bucket Seats -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats

Day-Night Auto-Dimming Rearview Mirror

3 12V DC Power Outlets

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Smart Device Remote Engine Start

Tracker System

Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage

Power 1st Row Windows w/Driver 1-Touch Up/Down

**Delayed Accessory Power** 

Power Door Locks

Trip Computer

Analog Appearance

Manual w/Tilt Front Head Restraints and Manual Adjustable Rear Head Restraints

Front Center Armrest

Securilock Anti-Theft Ignition (pats) Engine Immobilizer

#### **SAFETY**

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

**ABS And Driveline Traction Control** 

Side Impact Beams

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)

Collision Mitigation-Front

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Safety Canopy System Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

Dynamic Hitch Assist Back-Up Camera

# THIS IS YOUR QUOTE

DOWNTOWN FORD SALES 525 N16th Street, Sacramento, CA. 95811 916-442-6931 fax 916-491-3138 Quote # 102021R1E

– Cus	stomer ————————————————————————————————————		
Name	City of Santa Fe Springs	Date	10/20/2021
Address	11710 E. Telegraph Rd	Date	10/20/2021
City	Santa Fe Springs State CA Zip 90670	Rep	Pat
Phone		FOB	SACRAMENTO
Qty	Description	Unit Price	TOTAL
1	New Ford Ranger Super Cab 4X2 State of California contract 1-18-23-20A CLIN #1	\$23,012.00	\$23,012.00
1	XL 101A package 101A	\$1,549.00	\$1 E40 00
1	XL power group 67F	\$367.00	\$1,549.00 \$367.00
1	Trailer tow package 53R	\$511.00	\$507.00
1	Electronic locking differential 16E	\$150.00	\$150.00
1	Running Boards, black 5" rectangular 18Y	\$657.00	\$657.00
1	Spray in bedliner ULTRA	\$595.00	\$595.00
1	Carpet Flooring w/floormats 16E	\$145.00	\$145.00
1	Doc Fee	\$85.00	\$85.00
	SALES TAX CALCULATED AT 10.5% County Tax BASED ON REGISTRATION ADDRESS		
		SubTotal	\$27,071.00
/ F	Payment Details	Delivery	\$500.00
$\bigcirc$	Cash Taxes		\$2,842.46
•	Check	CA Tire Tax	\$8.75
$\circ$	Credit Card	TOTAL	\$30,422.21
Nam			
CC	#Of	fice Use Only	
	Expires	,	

# \$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATUREDATE	
---------------	--





Date

**INVOICE**#

# Kearny Mesa *Ford* KIA 7303 CLAIREMONT MESA BLVD. SAN DIEGO, CA 92111

**QUOTE** 

Attn: Address **PAUL MARTINEZ** 

12636 EMMENS WAY

City Phone **SANTA FE SPRINGS** 

(562) 409-7535

State CA

ZIP 90670

10/21/2021

CSFS-Q002

Qty	Description	Unit Price	TOTAL
1	2022 FORD RANGER SUPERCAB XL 2WD	\$27,605.00	\$27,605.00
1 1 1	CA. TIRE FEE CA SALES TAX 10.5% LIC AND REGISTRATION EXEMPT DOCS Special order unif	\$8.75 \$2,898.53 \$0.00	\$8.75 \$2,898.53 \$0.00
	SIGN: D	ATE: TOTAL	\$30,512.28
			\$30,512.28

ADD \$10.00 LATE CHARGE FEE PER DAY, PER VEHICLE IF PAID AFTER 30 DAYS FROM DATE OF DELIVERY

COPY



City Council Meeting

*November 2, 2021* 

# **NEW BUSINESS**

Approval of Agreement between the City of Santa Fe Springs and the California State University of Los Angeles Student Intern Program

# RECOMMENDATION

- Approve the California State University Los Angeles Clinical Affiliation Agreement No. 6721-0151HC.
- Authorize the Mayor to execute and sign the California State University Los Angeles Clinical Affiliation Agreement No. 6721-0151HC.

### **BACKGROUND**

The Family & Human Services Division in the Community Services Department partners with local universities to provide undergraduate social work students with valuable fieldwork experience working with families, older adults, and the community at large.

Every year, the Family & Human Services Division partners with the California State University System, in this instance, the California State University of Los Angeles, to host two Social Work Interns at the Gus Velasco Neighborhood Center. In order to qualify for the internship program, students are required to be in the last year of their Bachelor of Social Work degree program and must complete 420 hours of supervised fieldwork. Once placed, student interns have the opportunity to be adequately trained and coached in social work ethics, practice values of social work, and learn the standards of service, integrity, and the importance of human relationships. Student interns are trained and mentored by our Family and Human Services Caseworkers. They provide hands-on instruction to guided case management services, integration of classwork with fieldwork, and service to the community. Interns also work with the Division's partner organizations in service delivery to our community as a whole.

The Gus Velasco Neighborhood Center provides a rich social work environment that prepares the student interns for full-time employment in the Social Work field upon graduation. This is all due to the level of preparation they receive, the broad foundation of services we provide, and the wide range of ages and populations we serve.

#### **LEGAL REVIEW**

The City Attorney's office has reviewed the California State University Los Angeles Clinical Affiliation agreement.

Report Submitted By: Maricela Balderas/ Jose Carrillo Date: October 28, 2021

**Community Services Department** 

Date: October 28, 2021

# **FISCAL IMPACT**

This is a non-monetary agreement and has no fiscal impact to the general fund. The agreement allows for additional case management resources from the City to community residents.

Raymond R. Cruz City Manager

# <u>Attachment</u>

1. California State University Los Angeles Clinical Affiliation Agreement – Student Intern Program No. 6721-0151HC



#### **CLINICAL AFFILIATION AGREEMENT**

This Agreement is made this 1st day of November, 2021, by and between the State of California acting through the Trustees of the California State University on behalf of California State University Los Angeles, hereinafter called the ("University") and **City of Santa Fe Springs, Department of Community Services** hereinafter called the ("Facility"). The parties may be referred to collectively as the "Parties" and singularly as a "Party".

- A. University is an institution of higher learning authorized pursuant to California law to offer fully accredited health science programs and to maintain classes and such programs at Facility for the purpose of providing clinical training for students in such classes.
- B. Facility provides a learning environment where students may complete their academic fieldwork studies for required coursework.
- C. University operates fully accredited health sciences programs offering Graduate/
  Undergraduate degrees in Audiology, Child & Family Studies, Communication Disorders
  (Speech-Language Pathology), Kinesiology, Nutritional Science, Nursing, Social Work,
  and Doctor of Audiology. In addition to Certificate Programs in Clinical Laboratory
  Scientist and Clinical Genetic Molecular Biologist Scientist, ("Program" or "Programs").
- D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Programs at Facility.

The parties will both benefit by making a clinical training program available to University students at Facility.

The parties agree as follows:

#### I. GENERAL INFORMATION ABOUT THE PROGRAM

- A. The maximum number of University students who may participate in the Program during each training period shall be mutually agreed by the parties at least 30 days before the training period begins.
- B. The starting date and length of each Program training period shall be determined by mutual agreement.

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#### II. UNIVERSITY'S RESPONSIBILITIES

- A. <u>Student Profiles</u>. University shall advise each student enrolled in the Program to complete and send to Facility a student profile on a form to be agreed by the parties, which shall include the student's name, address, email address and telephone number. Each student shall be responsible for submitting his or her student profile before the Program training period begins. Facility shall regard this information as confidential and shall use the information only to identify each student.
- B. <u>Schedule of Assignments</u>. University shall notify Facility's Program supervisor of student assignments, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience. This would occur following the agreed upon assignments after the interview process is completed.
- C. <u>Program Coordinator</u>. University shall designate a faculty member to coordinate with Facility's designee in planning the Program to be provided to students.
- D. <u>Orientation Program</u>. University instructors shall attend an orientation provided by Facility, and shall provide a similar orientation to students at the beginning of their enrollment in the Program.
- E. <u>Records</u>. University shall maintain all personnel records for its staff and all academic records for its students.
- F. <u>Background Checks.</u> If required by Facility, ensure that students complete any background check required by Facility and submit such results to Facility for review and approval.
- G. <u>Student Responsibilities</u>. University shall notify students in the Program that they are responsible for:
  - 1) Complying with Facility's clinical and administrative policies, procedures, rules and regulations;
  - 2) Arranging for their own transportation and living arrangements if not provided by University;
  - 3) Assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;
  - 4) Maintaining the confidentiality of patient information:
    - a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in

Rev 3/17/21 Page 2 of 8

the course of the Program is forbidden except as a necessary part of the practical experience;

- b) Neither University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by Facility that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations;
- c) Facility shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use deidentified information only in any discussions about the clinical experience with University, its employees, or agents.
- 5) Complying with Facility's dress code and wearing name badges identifying themselves as students;
- 6) Attending an orientation to be provided by their University instructors;
- 7) Notifying Facility immediately of any violation of state or federal laws by any student; and
- 8) Providing services to Facility's patients only under the direct supervision of Facility's professional staff.
- 9) Completing and submitting to University (MANDATORY for on-site activities):
  - Covid-19 Release of Liability Assumption of Risk form
  - Covid-19 Acknowledgement form
- H. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for University's employees and agents, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, either from University or Clinic. CSULA/CPP/CLS/ CGMBS Students may accept a stipend, if offered, which is not considered a salary. For purposes of this agreement, however, students are trainees and shall be considered members of Clinic's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

#### **III. FACILITY'S RESPONSIBILITIES**

A. <u>Clinical Experience</u>. Facility shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with supervised clinical experience.

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- B. <u>Facility Designee</u>. Facility shall designate a member of its staff to participate with University's designee in planning, implementing, and coordinating the Program.
- C. <u>Orientation Program for University Instructors</u>. Facility shall provide an orientation for University instructors who will oversee students in the Program, and shall include all information and materials that University instructors are to provide during the student orientation required in paragraphs II.D and II.F.6) above.
- D. <u>Access to Facilities</u>. Facility shall permit students enrolled in the Program access to Facility facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Facility's activities.
- E. <u>Records and Evaluations</u>. Facility shall maintain complete records and reports on each student's performance and provide an evaluation to University on forms the University shall provide.
- F. <u>Withdrawal of Students</u>. Facility may request that University withdraw from the program any student who Facility determines is not performing satisfactorily, refuses to follow Facility's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for Facility's request. University shall comply with the written request within five (5) days after actually receiving it.
- G. <u>Emergency Health Care/First Aid</u>. Facility shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, Facility shall have no obligation to furnish medical or surgical care to any student.
- H. <u>Student Supervision</u>. Facility shall permit students to perform services for patients only when under the supervision of a registered, licensed, or certified clinician/professional on Facility's staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their Facility-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace Facility's staff.
- I. <u>Facility's Confidentiality Policies</u>. As trainees, students shall be considered members of Facility's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Facility's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Facility shall provide students with substantially the same training that it provides to its regular employees.
- J. <u>COVID-19 Safety and Compliance</u>. Facility is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Facility is familiar with and informed about the Centers for Disease Control and

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- Prevention ("CDC") current guidelines regarding COVID-19, as well as applicable federal, state, and local governmental directives regarding COVID-19. Facility will adhere to the aforementioned CDC, state and local government directives.
- K. <u>Data Security</u>. For remote activities, Facility shall inform University and student of any information and technology requirements necessary for student to participate in this activity, including but not limited to data security and privacy requirements.

#### IV. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

#### V. STATUS OF UNIVERSITY AND FACILITY

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either Facility or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of Facility's "workforce" for purposes of HIPAA compliance.

#### **VI. INSURANCE**

- A. <u>University Insurance</u>. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A:VII or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. University shall provide Facility with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days-notice of cancellation to Facility. University shall promptly notify Facility of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- B. <u>Student Insurance</u>: Student shall procure at the student's sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A:VII or better by AM Best. University shall require each student in the Program to present evidence of his

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- or her professional liability coverage to Facility, upon request. University shall also require malpractice insurance to be purchased by student.
- C. Facility Insurance. Facility shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A:VII or better by AM Best or a qualified program of self-insurance. Facility shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Facility shall provide University with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days-notice of cancellation to University. Facility shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

#### VII. INDEMNIFICATION

- A. The University agrees to defend all claims of loss, indemnify and hold harmless the Facility and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.
- B. The Facility agrees to defend all claims of loss, indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University Los Angeles and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the Facility or its employees, agents or volunteers in the performance of this Agreement.

#### **VIII. TERM AND TERMINATION**

- A. <u>Term</u>. This Agreement shall be effective November 1, 2021 and shall remain in effect for (3) three years, terminating on November 1, 2024.
- B. <u>Renewal</u>. This Agreement may be renewed by mutual agreement.
- C. <u>Termination</u>. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester or year in which termination would otherwise occur.

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#### IX. GENERAL PROVISIONS

- A. <u>Amendments</u>. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, Paragraph G, subdivisions 4.a), 4.b), and 4.c); Section II, Paragraph H, to the extent it provides that students are members of Facility's "workforce" for purposes of HIPAA; Section III, Paragraphs H and I; and Section V. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.
- B. <u>Assignment</u>. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. <u>Captions</u>. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- D. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- E. <u>Entire Agreement</u>. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- <u>F.</u> <u>Governing Law.</u> The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- <u>G.</u> <u>Notices</u>. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:"

#### TO UNIVERSITY:

California State University, Los Angeles Procurement and Contracts 5151 State University Drive, Adm. 501 Los Angeles, CA 90032

#### TO FACILITY:

City of Santa Fe Springs, Dept of Comm. Serv. 9255 Pioneer Blvd Santa Fe Springs, CA 90670

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# X. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY	FACILITY
Signature:	Signature:
Name: Alex Rosales	Name: Click or tap here to enter text.
Title: Manager, Procurement & Contracts	Title: Click or tap here to enter text.
Date:	Date:

Rev 3/17/21 Page **8** of **8** 

City Council Meeting

*November 2, 2021* 

**NEW BUSINESS** 

<u>Clarke Estate Carpet Replacement and Betty Wilson Center Vinyl Flooring Replacement and Interior Painting - Authorization to Advertise for Construction Bids</u>

# RECOMMENDATION

- Add Clarke Estate Carpet Replacement and Betty Wilson Center Vinyl Flooring Replacement and Interior Painting Projects to the Capital Improvement Plan;
- Approve the plans and specifications; and
- Authorize the City Engineer to advertise for construction bids.

### **BACKGROUND**

In 1992, the Safe Neighborhood Parks Proposition (Prop A), was approved by voters. Among various things, this proposition established the LA County Regional Park and Open Space District (RPOSD) and identified specific projects and competitive grant programs to be funded. In 1996, voters approved a second assessment of the RPOSD, establishing a maintenance and servicing fund to subsidize the cost of maintaining and operating newly built projects. The 1996 Proposition expired in fiscal year 2018-19. The City's unspent Prop A maintenance fund is approximately \$100,000. These funds must be spent on projects that were originally funded by Prop A, and can only replace/maintain the materials originally installed. Projects that were funded by Prop A are:

- Clarke Estate Improvements (re-carpet house, increase storage capacity, installation of artificial turf)
- Lake Center Betty Wilson Center (modification of, and addition to senior center)
- Little Lake Park Softball Diamond Installation & Basketball Court renovations
- Parkette Playgrounds

Staff conducted site visits of the aforementioned projects, reviewed the original scope of work, and evaluated each site. Staff is currently working with the RPOSD on an application to receive these funds.

The proposed maintenance project consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans and Specifications. The general items of work include the removal and replacement of carpet on the first and second floor at the Clarke Estate, the removal and replacement of vinyl flooring at the Betty Wilson Center (Master Assembly Room), and the interior painting of the Betty Wilson Center.

The project Plans and Specifications are complete, and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval. A copy of the project specifications will be on file with the City Clerk.

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: October 28, 2021

# **FISCAL IMPACT**

The construction cost estimate for this maintenance project is \$100,000. The estimate is from the most current costs of similar projects in the area. The project costs are as follows

<u>ltem</u>		<u>Budget</u>
Clarke Estate Carpet Replacement		\$ 50,000
Betty Wilson Center Vinyl Flooring		\$ 20,000
Betty Wilson Center Painting		\$ 20,000
Contingency		\$ 10,000
-	Total Project Cost:	\$ 100,000

# **INFRASTRUCTURE IMPACT**

These maintenance projects will improve the aesthetic look of the interior of both the Clarke Estate and the Betty Wilson Center.

Raymond R. Cruz City Manager

Date of Report: October 28, 2021

Attachments:

Attachment No. 1: Prop A Maintenance Servicing Allocations As of 10.09.2021





# Maintenance & Servicing Balances

Please note, balances may not reflect commitments made in the last 2-3 weeks

As of 10/04/2021

Agency	Allocation	Committed	Available
Agoura Hills	\$ 2,797.04	\$ 2,000.08	\$ 796.96
Alhambra	\$ 241,242.27	\$ -	\$ 241,242.27
Arcadia	\$ 768,404.04	\$ 768,230.19	\$ 173.85
Artesia	\$ 50,875.12	\$ -	\$ 50,875.12
Avalon	\$ 15,959.94	\$ -	\$ 15,959.94
Azusa	\$ 69,342.17	\$ -	\$ 69,342.17
Baldwin Park	\$ 75,303.77	\$ -	\$ 75,303.77
Bell	\$ 291,098.90	\$ 266,370.94	\$ 24,727.96
Bell Gardens	\$ 74,175.14	\$ -	\$ 74,175.14
Bellflower	\$ 33,716.87	\$ -	\$ 33,716.87
Beverly Hills	\$ 857,669.25	\$ 821,197.34	\$ 36,471.91
Bradbury	\$ 5,424.34	\$ 5,419.85	\$ 4.49
Burbank	\$ 912,554.11	\$ -	\$ 912,554.11
Calabasas	\$ 121,564.29	\$ -	\$ 121,564.29
Carson	\$ 370,561.28	\$ -	\$ 370,561.28
Cerritos	\$ 319,129.29	\$ -	\$ 319,129.29
Claremont	\$ 33,523.31	\$ 32,516.44	\$ 1,006.87
Commerce	\$ 297,029.32	\$ -	\$ 297,029.32
Compton	\$ 549,312.97	\$ -	\$ 549,312.97
Covina	\$ 35,282.47	\$ 24,359.48	\$ 10,922.99
Cudahy	\$ 8,791.23	\$ -	\$ 8,791.23
Culver City	\$ 195,293.91	\$ 143,504.02	\$ 51,789.89
Diamond Bar	\$ 6,593.64	\$ 4,714.91	\$ 1,878.73
Downey	\$ 155,845.54	\$ -	\$ 155,845.54
Duarte	\$ 33,810.97	\$ -	\$ 33,810.97
El Monte	\$ 338,297.80	\$ -	\$ 338,297.80
El Segundo	\$ 168,975.43	\$ 92,393.79	\$ 76,581.64
Ford Theater Foundation	\$ 61,761.14	\$ -	\$ 61,761.14
Gardena	\$ 71,146.59	\$ -	\$ 71,146.59
Glendale	\$ 1,151,564.58	\$ 440,627.63	\$ 710,936.95
Glendora	\$ 2,126.84	\$ 1,956.64	\$ 170.20
Hawaiian Gardens	\$ 94,465.14	\$ -	\$ 94,465.14
Hawthorne	\$ 221,508.98	\$ 220,250.87	\$ 1,258.11
Hermosa Beach	\$ 2,450.27	\$ -	\$ 2,450.27
Hidden Hills	\$ 13,743.96	\$ 13,736.18	\$ 7.78
Huntington Park	\$ 99,429.57	\$ -	\$ 99,429.57
Industry	\$ 101,630.05	\$ -	\$ 101,630.05
Inglewood	\$ 873,311.44	\$ 400,730.90	\$ 472,580.54
Irwindale	\$ 116,312.53	\$ -	\$ 116,312.53
La Cañada Flintridge	\$ 37,009.63	\$ -	\$ 37,009.63
LA County	\$ 2,506.30	\$ -	\$ 2,506.30
LA County Dept Beaches and Harbors	\$ 1,507,477.38	\$ 582,801.89	\$ 924,675.49





Maintenance & Servicing Balances

Please note, balances may not reflect commitments made in the last 2-3 weeks

As of 10/04/2021

Agency	Allocation	Committed	Available
LA County Dept Parks & Recreation	\$ 111,213.07	\$ 107,884.11	\$ 3,328.96
La Habra Heights	\$ 45,389.50	\$ -	\$ 45,389.50
La Mirada	\$ 24,266.87	\$ -	\$ 24,266.87
La Puente	\$ 162,913.96	\$ -	\$ 162,913.96
La Verne	\$ 168,924.66	\$ 168,818.77	\$ 105.89
Lakewood	\$ 169,870.93	\$ 38,440.00	\$ 131,430.93
Lancaster	\$ 16,059.29	\$ 15,578.58	\$ 480.71
Lawndale	\$ 4,641.27	\$ 4,033.73	\$ 607.54
Lomita	\$ 643,397.06	\$ -	\$ 643,397.06
Long Beach	\$ 2,738,964.69	\$ -	\$ 2,738,964.69
Los Angeles	\$ 279,307.86	\$ 199,725.46	\$ 79,582.40
Los Angeles County Museum of Natural History Foundation	\$ 2,506.28	\$ -	\$ 2,506.28
Los Angeles County Public Works	\$ 138,945.41	\$ -	\$ 138,945.41
Lynwood	\$ 384,877.59	\$ -	\$ 384,877.59
Malibu	\$ 118,929.46	\$ -	\$ 118,929.46
Manhattan Beach	\$ 673,957.31	\$ -	\$ 673,957.31
Maywood	\$ 91,293.17	\$ 90,935.37	\$ 357.80
Monrovia	\$ 7,257.93	\$ 6,207.83	\$ 1,050.10
Montebello	\$ 600,923.69	\$ 422,689.08	\$ 178,234.61
Monterey Park	\$ 49,151.61	\$ 48,978.91	\$ 172.70
Mountains Recreation and Conservation Authority	\$ 133,192.12	\$ 129,205.25	\$ 3,986.87
Norwalk	\$ 18,759.55	\$ -	\$ 18,759.55
Palmdale	\$ 31,523.41	\$ -	\$ 31,523.41
Palos Verdes Estates	\$ 65,986.15	\$ -	\$ 65,986.15
Paramount	\$ 145,109.01	\$ -	\$ 145,109.01
Pasadena	\$ 1,435,994.47	\$ -	\$ 1,435,994.47
Pico Rivera	\$ 222,282.46	\$ 220,777.25	\$ 1,505.21
Pomona	\$ 213,458.42	\$ 210,185.56	\$ 3,272.86
Rancho Palos Verdes	\$ 352,757.79	\$ 93,963.00	\$ 258,794.79
Redondo Beach	\$ 539,281.27	\$ -	\$ 539,281.27
Rolling Hills	\$ 28,012.38	\$ -	\$ 28,012.38
Rolling Hills Estates	\$ 1,175.17	\$ -	\$ 1,175.17
Rosemead	\$ 92,969.76	\$ -	\$ 92,969.76
San Dimas	\$ 66,917.47	\$ -	\$ 66,917.47
San Fernando	\$ 123,307.95	\$ 102,002.25	\$ 21,305.70
San Gabriel	\$ 128,381.14	\$ 128,278.73	\$ 102.41
San Marino	\$ 15,795.09	\$ 15,742.37	\$ 52.72
Santa Clarita	\$ 15,286.42	\$ 10,930.91	\$ 4,355.51
Santa Fe Springs	\$ 100,875.73	\$ -	\$ (100,875.73)
Santa Monica	\$ 78,501.70	\$ 44,689.64	\$ 33,812.06
Santa Monica Mountains Conservancy	\$ -	\$ -	\$ -
Sierra Madre	\$ 166,051.99	\$ 7,267.30	\$ 158,784.69





# Maintenance & Servicing Balances

Please note, balances may not reflect commitments made in the last 2-3 weeks

As of 10/04/2021

Agency	Allocation	Committed		Available	
Signal Hill	\$ 97,022.84	\$	-	\$	97,022.84
South El Monte	\$ 61,017.88	\$	-	\$	61,017.88
South Gate	\$ 214,091.16	\$	154,120.58	\$	59,970.58
South Pasadena	\$ 394,267.33	\$	76,132.66	\$	318,134.67
Temple City	\$ 41,072.67	\$	-	\$	41,072.67
Torrance	\$ 1,183,322.82	\$	-	\$	1,183,322.82
Vernon	\$ 152,537.92	\$	-	\$	152,537.92
Walnut	\$ 35,768.71	\$	34,843.00	\$	925.71
West Covina	\$ 2,053,615.56	\$	1,033,614.07	\$	1,020,001.49
West Hollywood	\$ 290,344.93	\$	-	\$	290,344.93
Westlake Village	\$ 29,732.42	\$	29,695.12	\$	37.30
Whittier	\$ 443,326.40	\$	-	\$	443,326.40

City Council Meeting

November 2, 2021

# **NEW BUSINESS**

Phase I and Phase II Environmental Site Assessment-Parcel 1 (APN 8009-007-930) of Sculpture Garden- Award of Contract and Appropriation of Funds

# RECOMMENDATIONS

- Accept the Proposal from Waterstone Environmental, Inc., and
- Award a contract to Waterstone Environmental, Inc., in the amount of \$25,000 (includes a contingency), to conduct a Phase I and Phase II Environmental Assessment on Parcel 1(APN 8009-007-930); and
- Appropriate \$25,000.00 from the General Fund to Account No. 1010-3115-542050 (Economic Development)
- Authorize the Mayor or designee to execute a Professional Services Agreement with Waterstone Environmental, Inc., subject to the final review and approval of the City Attorney

# **BACKGROUND**

On June 25, 2020, the City and Developer entered into an Exclusive Negotiating Agreement (ENA) for the development of certain real property owned by the City and identified as APN # 8009-007-930 and commonly referred to as Parcel 1 of the Sculpture Garden, generally located at the southwest corner of Norwalk Boulevard and Telegraph Road. The Initial Negotiation Period of the Agreement was for a period of two hundred seventy (270) days, to March 22, 2021, and the Extended Negotiation Period of one hundred twenty (120) days was entered under Section 103 of the Agreement, to July 20, 2021. The Agreement was then extended under Section 700 of the Agreement to for one hundred twenty (120) days to November 17, 2021.

On October 19, 2021, the City Council approved Amendment Number One ("Amendment) to the ENA, which authorized an extension of the ENA for an additional six months, to May 17, 2022. The Amendment was necessary to allow for further due diligence and to negotiate a purchase and sales agreement.

The goal of the ENA and Amendment Number One is the execution of a purchase and sales agreement. There are, however, a number of precursors that need to happen before the purchase and sales agreement can be executed. Some of those precursors, include the following:

- Hiring an engineering firm to for a Tentative Parcel Map to create a separate parcel for the proposed development. (Status: completed)
- Obtaining a Restricted Appraisal report of the parcel created by the Tentative Parcel Map (Status: completed)
- Hiring a consultant to provide estimates to abandon the two oil and gas wells to current standards, if required by The California Geologic Energy Management Division (CalGem), formerly the Division of Oil, Gas, and Geothermal Resources (DOGGR). (Status: one of two estimates received)

 Hiring a consultant to conduct a Phase I and Phase II site assessment (Status: not yet completed)

As noted, a critical remaining task is to hire a consultant to conduct a Phase I and Phase II site assessment. Staff has received a proposal in the amount of \$19,420 (Phase I \$3,700 and Phase II \$15,720) from a qualified and reputable firm (Waterstone Environmental), to perform the Phase I and Phase II Site Assessment. Waterstone is recommended because they did the Phase I and Limited Conformation Site Assessment, and Soil Profiling for Parcel 2 of the Sculpture Garden. They also worked on the Villages at Heritage Springs and have extensive knowledge of the oil field within the City. Moreover, they already have some data about Parcel I that was obtained from the work done on Parcel 2.

Pursuant to the City Municipal Code, § 34.29: Professional Services and Consulting Services Contracts, procurement of services of an estimated value in the amount of \$25,000 or less may be made by the City Manager or his/her designee. Procurement of service of more than \$25,000, or any contract longer than one year, shall be approved by the City Council. Although the City Manager has the authority to execute a Professional Services and Consulting Services Contract pursuant to §34.29, for full transparency, and because an appropriation of \$25,000\* is required from the General Fund, Staff is seeking approval from the Council to award the contract to Waterstone Environmental, Inc., and to appropriate \$25,000 from the General Fund to Account No. 1010-3115-542050 (Economic Development).

\* A contingency of \$5,580 has been added to proposal amount, bringing the total to \$25,000

# **LEGAL REVIEW**

The City Attorney's office has reviewed the professional services agreement.

# FISCAL IMPACT:

Hiring Waterstone to perform the Phase I and Phase II Site Assessment would bring the City closer to entering into a purchase and sales agreement with the developer. It is the last critical step needed before negotiations can occur with the developer. Staff is, therefore, requesting that \$25,000.00 be taken from the General Fund and placed into Account No: 1010-3115-542050 (Economic Development).

Raymond R. Cruz City Manager

Date of Report: October 12, 2020

#### Attachments:

- 1. Waterstone Environmental, Inc., Proposal
- 2. Professional Services Agreement

Report Submitted By: Wayne M. Morrel,

Director of Planning



# WATERSTONE ENVIRONMENTAL, INC.

2936 E. CORONADO STREET \* ANAHEIM \* CA 92806 714-414-1122 \* FAX: 714-414-1166 E:MAIL: MSHIFFLETT@WATERSTONE-ENV.COM

October 19, 2021

Patricia Chen, on behalf of The City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670

RE: PROPOSAL FOR PHASE I AND PHASE II ENVIRONMENTAL SITE ASSESSMENTS AT THE SCULPTURE GARDEN, SW TELEGRAPH RD. AND NORWALK BLVD., SANTA FE SPRINGS, CA

Dear Ms. Chen:

Waterstone Environmental, Inc. (Waterstone) appreciates the opportunity to submit this proposal to the City of Santa Fe Springs (Client), owner of the above-referenced Subject Property, for performing a Phase I and a Phase II Environmental Site Assessment (ESA). The Subject Property is comprised of two parcels totaling approximately 2.0 acres with assessor parcel numbers 8009-007-930. A site plan is attached.

The Subject Property is currently used as open space and a park. It was formerly occupied by oilfield facilities and contains two abandoned oil wells, portions of former oilfield sumps, as well as part of a former gas station. It is proposed for a mixed use development with retail and restaurants. Soil testing was previously performed nearby to evaluate historical oilfield uses.

Waterstone prepared a Phase I in 2018 for a larger property at the southwest corner of Telegraph and Norwalk which included the Subject Property. This study will be an update of that Phase I and will be specific to those parcels comprising the Subject Property. The Phase I update will require a new site inspection, radius report, agency records requests, and lien searches. The findings of the Phase I will be presented in a new report and will be used to establish a final scope of work for Phase II sampling.

#### **Phase I Environmental Assessment**

The Phase I ESA will be conducted in compliance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments (E-1527-13) and the EPA's All Appropriate Inquiry (AAI) requirements.

The scope of work is summarized in the following sections. Waterstone proposes to perform the Phase I ESA for a fixed-fee cost of \$3,700. A site questionnaire is included as Attachment A. Please fill out this questionnaire and return it to us as it must be included in the final report. Terms and conditions that will govern the proposed work are included as Attachment B. In addition, please make special note of underlined language in this proposal which alerts you to

Proposal for Phase I and Phase II Sculpture Garden, Santa Fe Springs, CA October 19, 2021 Page 2 of 8



certain additional cost items and other items Waterstone will need to complete the Phase I Assessment.

Waterstone will conduct a Phase I ESA to assess the historical use of the Subject Property, and evaluate the environmental status of the site, especially with respect to the potential of hazardous materials impact to underlying soil and/or groundwater. The study will identify whether Recognized Environmental Conditions (RECs) exist at the Subject Property. A REC is defined as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment."

#### Task 1: Historical Review

The purpose of this task is to identify former activities conducted on the Subject Property that may have impacted the underlying soil or groundwater with hazardous materials. This task includes the following:

- An interview with site a representative(s) knowledgeable of the conditions and history of the Subject Property, including the completion of a site questionnaire (see Attachment A).
- A review of available on-site hazardous materials storage and usage information.
- A review up to five (5) flights of historical aerial photographs for evidence of past land usage.
- A review of local building and/or fire department records to identify past tenants and types of activities conducted on the Subject Property.
- A review of historical environmental documentation supplied by the client.
- A review of historical City Directories and Sanborn Fire Insurance Maps, where available, which may identify historical tenants, property uses, or items of environmental concern. The search for City Directories and Sanborn Maps is subcontracted to EDR, Inc.
- An updated lien search will also be conducted to determine whether environmental or other types of liens have been placed or previous assessed against the Subject Property. Please be aware that lien searches are charged on a per parcel basis. The fixed fee cost proposed includes two lien searches for the Subject Property. If there are additional addresses or legal parcels associated with the Subject Property, lien searches for additional parcels will be charged on a time-and-materials basis.

# **Task 2:** Site Inspection

This task involves an inspection of the property to assess the potential for activities conducted on the property and/or adjacent properties to impact underlying soil or groundwater with hazardous

Proposal for Phase I and Phase II Sculpture Garden, Santa Fe Springs, CA October 19, 2021 Page 3 of 8



materials. Waterstone will need the contact information for personnel that can meet our Phase I Assessment scientist onsite, provide access to all areas of the property including chemical, environmental and agency records, and be interviewed regarding property history and usage during the inspection. The site inspection includes identifying such items as hazardous chemical usage, storage, and housekeeping practices, as well as underground storage tanks (USTs), inground drains, clarifiers and any other places where chemicals were or are used and stored at the Subject Property.

# Task 3: Government Agency List Review

The purpose of this task is to review published government agency databases to identify properties within an ASTM-determined radius of the site where a known or suspected release of hazardous materials has been reported. Waterstone subcontracts the database search task to EDR, Inc., services, which compiles information from agency databases.

Based on the information provided by the database report, Waterstone will evaluate the potential impact to the subject site from the listed sites. If additional information regarding listed sites is required, Waterstone will conduct additional research at local oversight agencies (see below).

Waterstone will also review available records on State-maintained online databases such as GeoTracker and Envirostor for the Subject Property and nearby sites for releases of hazardous substances.

### Task 4: Agency Research

The purpose of this task is to contact the appropriate regulatory agencies for additional information regarding hazardous materials use, storage and/or releases for the Subject Property and/or selected neighboring properties. If at all possible, agency file reviews will be performed on the same day as the site inspection to minimize travel time. If it is not possible to perform agency reviews on the same day as the site inspection, additional trips made for local agency file reviews will be charged on a time-and-materials basis following verbal notification to client.

This task includes the following:

#### Subject Site Agency Research

Contact a maximum of five (5) local agencies to obtain information regarding hazardous materials that may be used, stored, or released on the Subject Property.

# Neighboring Sites Agency Research

➤ Identify and review available agency records for up to three (3) neighboring properties which, based on a review of government databases or visual observations made during the site inspection, may potentially impact the soil or groundwater at the

Proposal for Phase I and Phase II Sculpture Garden, Santa Fe Springs, CA October 19, 2021 Page 4 of 8



Subject Property. <u>If additional properties require agency research</u>, the level of effort and an estimated cost will be discussed with the client prior to completing this task.

Information from agencies often must be requested in writing. Responses from the agencies may take from two to eight weeks; therefore, information from the agencies may not be received in time for inclusion in the final Phase I report. Relevant agency information received after issuing the final Phase I report will be included in an addendum letter. Reproduction fees for agency documents are not known at this time because costs vary widely based on the amount of information available. The cost proposed below includes traditional copying fees plus agency research fees up to \$150. Outside fees in excess of \$150 will be billed to the client on a time-and-materials basis.

Waterstone has copies of reports for several previous studies in the area and requests that Client and Counsel provide any other pertinent documents or historical records that may pertain to the environmental condition of the Subject Property and adjacent area.

#### Task 5: Phase II Assessment

The following is a proposed scope of work for Phase II soil sampling to evaluate areas of concern identified during the 2018 Phase I. These include the historical oilfield sumps that extend onto the southern portion of the property and the former gas station that extends onto the northeast corner of the property. The proposed sample locations are shown on the attached Figure. Slight changes to the scope may be made based on the findings of the updated Phase I but this is not expected to cause a change in the estimated cost. The Phase II sampling will not target the two abandoned oil wells and will not include a soil vapor survey. The wells are expected to require re-abandonment and will be studied during future abandonment activities. The City Fire Department will likely require vapor barriers beneath proposed future structures due to the property's location within a methane zone, which would likely be preceded by a soil vapor survey for methane testing.

The purpose of the Phase II is for due diligence evaluation of the Subject Property only and <u>will</u> <u>not</u> be performed under the oversight of any regulatory agency. No workplan will be prepared.

Waterstone estimates the time and materials cost for the Phase II scope of work and a separate report outlined herein at \$15,720. The sections below outline the proposed scope and schedule.

# **Phase II Scope of Work**

The presumed scope of work includes the installation of up to seven (7) soil borings within for the collection of soil samples to evaluate the former sumps and former gas station.

# Task 5A. Pre-Field Activities

➤ Obtain necessary permits – none anticipated.

Proposal for Phase I and Phase II Sculpture Garden, Santa Fe Springs, CA October 19, 2021 Page 5 of 8



- ➤ Prepare a health and safety plan in accordance with 29 CFR 1910.120.
- > Schedule and subcontract with designated subcontractors referenced in the following sections.
- ➤ Perform a site visit to mark the proposed sampling locations in accordance with Underground Services Alert (USA) procedures required by law. Waterstone will notify USA of the proposed drilling at least 72 hours prior to sampling.
- ➤ Coordinate a subsurface geophysical utility survey to be conducted at each of the soil boring locations.

Estimated duration: 1 week.

# Task 5B. Drilling and Soil Sampling

Up to four (4) soil borings will be drilled using direct push drill rig to depths up to 20 feet. Soil samples will be collected at five-foot intervals for laboratory analysis. Each sample will be analyzed for

- Total Petroleum Hydrocarbons as gasoline (TPH-g) by EPA Method 8015B
- TPH-diesel fuel and TPH-motor oil by EPA Method 8015B

Two samples from each boring will be analyzed for (to be selected based on field observations of petroleum hydrocarbon impacts):

• Volatile organic compounds (VOCs) by EPA Method 5035/8260B.

Up to one sample from each boring will be analyzed for metals as an add-on based on laboratory results for the sample with the highest TPH concentrations:

• Title 22 metals by EPA Method 6010B/7471A

Equipment will be decontaminated between boreholes and prior to the collection of each sample. Soil cuttings and decontamination rinse water will be containerized in 55-gallon DOT-approved drums and stored temporarily onsite pending removal and offsite disposal. Costs for removal and disposal of waste soil cuttings and decontamination rinse water are included assuming they will be characterized as non-hazardous. <u>Assume \$400 for investigative-derived waste transport and disposal.</u>

The boreholes will be abandoned and backfilled with hydrated bentonite or bentonite cement grout.

Estimated duration: 1 field drilling/sampling day. Standard laboratory turn-around-time is seven working days. Start date will depend on availability of drilling subcontractor.

Proposal for Phase I and Phase II Sculpture Garden, Santa Fe Springs, CA October 19, 2021 Page 6 of 8



#### Task 6: Phase I and Phase II Reports

After the completion of the Phase I and Phase II, Waterstone will prepare separate Phase I and Phase II reports to be issued promptly to the Client in electronic format presenting the findings of the Phase I assessment.

The Phase I report will include the following items:

- > Summary of the observations noted during the site inspection of the Subject Property
- > Summary of geologic and hydrogeologic conditions
- > Results of the government database search
- > Summary of local agency file reviews
- > Discussion of environmental issues
- ➤ Discussion of a review of available previous environmental documents
- ➤ Identification and discussion of RECs

After completion of a Phase II study, Waterstone will prepare a draft report to be issued to the Client and Counsel in electronic format presenting the findings. This estimate includes one round of revisions to the report in response to comments.

The Phase II report will include the following:

- > Sampling methods and protocols
- ➤ Boring logs
- > Summary data tables of analytical results.
- > Appropriate figures and support documentation
- Evaluation of results and comparison to published screening levels
- > Conclusions and recommendations

Any third-party review that results in changes to the form or format of the Phase I report or the Phase II report will be completed for an additional fee on a time-and-materials basis.

Hard copies will be provided upon request and billed on a time and materials basis.

Estimated duration: 2 weeks after receipt of final laboratory results.

#### ASSESSMENTS BEYOND THE PHASE I TASKS ARE NOT INCLUDED

The proposed Phase I does not include collection or analysis of samples of building materials to check for asbestos-containing materials or lead-based paint coatings or other hazardous or potentially hazardous building materials.

Proposal for Phase I and Phase II Sculpture Garden, Santa Fe Springs, CA October 19, 2021 Page 7 of 8



#### PRICE AND SCHEDULE

Waterstone proposes to complete the above assessment for the firm fixed price of \$3,700. <u>The estimated time and materials costs for a Phase II study for the assumed scope of work outlined herein is \$15,720</u>. We are prepared to commence the Phase I scope of work defined in this proposal immediately after receiving a signed authorization to proceed. Preliminary findings will be available in approximately three weeks. We agree to complete the project and provide a draft report for the environmental assessment within four to six weeks. If a different timeline is needed, please call to discuss. The assessment report may not contain information from Task 4.0 if the agencies have not responded; however, if pertinent information is provided by the responding agency, an addendum to the report will be provided to the client after receipt. The Phase II scope of work will be performed upon finalizing/confirming the findings of the Phase I study. Field sampling will be completed within approximately 3-4 weeks after the preliminary Phase I findings are developed. A draft Phase II report will be provided approximately 2 weeks after receipt of laboratory results.

Additional fees may be incurred as previously discussed in the underlined portions of this proposal. This price includes all professional labor, administrative and subcontractor costs, communication fees, and direct client expenses required to complete the Scope of Work as defined in this proposal. Additional items such as client and/or counsel meetings or teleconferences will be billed on a time and materials basis in accordance with the attached rates.

All contract conditions and billing procedures will be in accordance with the attached Terms and Conditions. The price and terms described herein are valid for up to 30 days from the date of this proposal.

Please indicate your acceptance of the attached proposal by signing in the space provided below and returning to me. If you have any questions regarding this proposal, please call me at (714) 595-0894. Thank you for contracting our services, and we look forward to working with you on this project.

Sincerely,

Mark Shifflett

Principal Environmental Scientist

Waterstone Environmental, Inc.

Jeffrey V. Dagdigian, PhD

Managing Principal Environmental Scientist

Waterstone Environmental, Inc.

Attachments:

Figure 1 Site Map

A Site Questionnaire

B Phase II Cost Detail

C Terms and Conditions, Rates

Proposal for Phase I and Phase II Sculpture Garden, Santa Fe Springs, CA October 19, 2021 Page 8 of 8



THIS PROPOSAL TO CONDUCT A PHASE I AND PHASE II ENVIRONG THE SUBJECT PROPERTY LOCATED AT SOUTHWEST CORNER OF TO NORWALK BLVD. IN SANTA FE SPRINGS, CA FOR THE PRICES OF: AMOUNT FOR PHASE I); AND (B) \$15,720 (EST. TIME AND MATER HAS BEEN READ, UNDERSTOOD, AND IS HEREBY ACCEPTED.	ELEGRAPH RD. AND (A) <u>\$3,700</u> (Fixed Fee
THE AUTHORIZED SIGNATURE BELOW IS NOTICE TO PROCEED.	
Authorized Signature	Date
Printed Name and Title	

PM: Shifflett

Cost: \$3,700 FF amount for Phase I + \$15,720 T&M amount for Phase II

Client: City of Santa Fe Springs

Figure 1. Site Map Showing Proposed Soil Borings Sculpture Garden, Santa Fe Springs, CA



#### Attachment A

#### Waterstone Environmental, Inc.

#### Phase I Environmental Site Assessment (ESA) ASTM E 1527-13 User Questionnaire

Phase I ESA Site Addres	SS		
Page 1 of 2			
Signature of Representat	ive:		
Name of Representative:		Company:	
	(Please print)	(Please print)	
Relief and Brownfields Refollowing information (if	evitalization Act of 2002 (the	rotections (LLPs) offered by the Small Business "Brownfields Amendments"), the user must pral professional. Failure to provide this informat not complete.	ovide the

**(1.)** Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25). Are you aware of any environmental cleanup liens against the *property* that are filed or recorded under federal, tribal, state or local law?

- (2.) Activity and land use limitations (AULs) that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26). Are you aware of any AULs, such as *engineering controls*, land use restrictions or *institutional controls* that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?
- (3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28). As the *user* of this *ESA* do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?

#### Waterstone Environmental, Inc.

#### Phase I Environmental Site Assessment (ESA) ASTM E 1527-13 User Questionnaire

Phase I ESA Site Address
Page 2 of 2
(4.) Relationship of the purchase price to the fair market value of the <i>property</i> if it were not contaminated (40 CFR 312.29). Does the purchase price being paid for this <i>property</i> reasonably reflect the fair market value of the <i>property</i> ? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the <i>property</i> ?
(5.) Commonly known or reasonably ascertainable information about the property (40 CFR 312.30). Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as user,  (a.) Do you know the past uses of the property?
(b.) Do you know of specific chemicals that are present or once were present at the <i>property?</i>
(c.) Do you know of spills or other chemical releases that have taken place at the <i>property?</i>
(d.) Do you know of any environmental cleanups that have taken place at the <i>property?</i>
(6.) The degree of obviousness of the presence of likely presence of contamination at the <i>property</i> , and the ability to detect the contamination by appropriate investigation (40 CFR 312.31). As the <i>user</i> of this <i>ESA</i> , based on your knowledge and experience related to the <i>property</i> are there any <i>obvious</i> indicators that point to

the presence or likely presence of contamination at the *property?* 

#### **ATTACHMENT A**

#### Cost Estimate for Phase II Sculpture Garden, Santa Fe Springs, CA

	TASK 5A			TASK 5B		TASK	5C		
		Pre-Field		Soil Sampling and Analysis		Preparation of Phase II Report		TOTAL COST	
		Hrs/Units	Cost	Hrs/Units	Cost	Hrs/Units	Cost	Hrs/Units	Cost
Waterstone Professional Fees	\$/Hr.								
Managing Principal	\$320		\$0		\$0		\$0	0	\$0
Principal Engineer/Scientist	\$290		\$290	1	\$290		\$870	5	\$1,450
Supervising Engineer/Scientist	\$250		\$250	1	\$250		\$1,500	8	\$2,000
Associate Engineer/Scientist	\$170	6	\$1,020	12	\$2,040	6	\$1,020	24	\$4,080
Assistant Engineer/Scientist	\$145		\$0		\$0		\$0	0	\$0
Secretary	\$75		\$0		\$0		\$75	1	\$75
Drafting	\$80		\$0		\$0	2	\$160	2	\$160
Subtotal of Waterstone Fees		8	\$1,560	14	\$2,580	18	\$3,625	40	\$7,765
OTHER DIRECT COSTS									
Permit Fees	1000	1	\$1,000						
Truck Rental (per day)	\$85	1	\$85	1	\$85		\$0	2	\$170
PPE Level D and Consumable (per day)	\$60		\$0	1	\$60		\$0	1	\$60
PID (per day)	\$120		\$0	1	\$120		\$0	1	\$120
Terracores for VOC sampling, ea.	\$16		\$0	16	\$256		\$0	16	\$256
Sampling Supplies	\$250		\$0		\$0		\$0	0	\$0
0 100/15			***		<b>.</b>		<b></b>		
Communication Charge - 4.0% of Pro Fees			\$62		\$103		\$145		\$311
Subtotal of ODCs			\$147		\$624		\$145		\$917
SUBCONTRACTOR COSTS	4				4				
Private Utility Clearance	\$1,000		\$0	1	\$1,000		\$0	1	\$1,000
Driller - Mobilization, Drilling, and Soil Samplings, day	\$2,200		\$0	1	\$2,200		\$0	1	\$2,200
Driller - Drum, ea.	\$65		\$0	1	\$65		\$0	1	\$65
Laboratory - Soil Analysis - TPH-g, -d, -o, 8015B, ea.	\$80		\$0	16	\$1,280		\$0	16	\$1,280
Laboratory - Soil Analysis - VOCs 8260B, ea.	\$75		\$0	8	\$600		\$0	8	\$600
Laboratory - Soil Analysis - Metals. 6010B/7471A, ea.	\$80		\$0	4	\$320		\$0	4	\$320
Waste Profiling and Disposal, ea.	\$400		\$0	1	\$400		\$0	1	\$400
Subcontractor Mark-up 20%			\$0		\$1,173		\$0		\$1,173
Subtotal of Subcontractor Costs			\$0		\$7,038		\$0		\$7,038
TASK TOTALS			\$1,707		\$10,242		\$3,770		\$15,720



#### **Contract Terms and Conditions**

Proposal: City of Santa Fe Springs, Sculpture Garden Phase I and Phase II, SW Telegraph

Rd. and Norwalk Blvd.

Date: October 19, 2021

- 1. **INTRODUCTION**: All Waterstone Environmental, Inc. (Waterstone) proposals are submitted on the condition that the following Terms and Conditions will establish the general scope of liability and responsibility that governs the contract and/or work authorizations resulting therefrom. The contract prices and terms are established hereunder in good faith and are not subject to renegotiation except with the mutual agreement of both principal parties.
- 2. **PROPOSAL TERM**: Unless otherwise stated in the proposal, this offer shall remain valid for a period not-to-exceed sixty (60) calendar days.
- 3. **PAYMENT TERMS**: Invoices, submitted in accordance with paragraph 4 herein, are due and payable to Waterstone within 30 days of receipt. CLIENT shall notify Waterstone of any invoice discrepancies and agrees to pay all amounts not in dispute within the terms specified herein. Non-payment within the terms and conditions specified herein will be considered a material breach of this contract.
- CLIENT's payments hereunder shall not be delayed or extended due to CLIENT's failure to secure reimbursement from any third party. Payment in accordance with the terms hereunder shall not be delayed or reduced as a result of any current or future litigation or other efforts by CLIENT to recover damages or costs from third parties. Waterstone may, after giving seven (7) days written notice, suspend all services and withhold reports and data, without further liability until all past due amounts are paid in full. CLIENTs without established credit with Waterstone may be required to submit advance payments.
- 4. **INVOICING Time-and-Materials**: CLIENT recognizes that Waterstone's proposal is an estimate of probable cost only. The cost and schedule may vary significantly based on conditions encountered at the Site and/or during review of relevant project data and historical records. Invoices will be issued monthly in Waterstone format which will itemize labor expended by skill category, individual and hourly rate, along with the material, equipment, supplies, subcontracted services, travel and other expenses incurred by Waterstone directly in the performance of the services provided. All labor and expenses incurred shall be invoiced and reimbursed as set forth in the attached <u>Waterstone Rate Schedule</u> unless otherwise stated in the proposal. Any special project summary reporting or special invoicing requirements must be conveyed by CLIENT prior to project commencement to allow Waterstone to evaluate the cost impact, if any. Waterstone will be under no obligation to exceed the authorized contract amount to complete the work.

**Lump Sum/Fixed-Price**: All projects exceeding thirty (30) days in duration will be invoiced monthly based upon the percent of completion or total units completed, as applicable. Projects less than 30 days in duration will be invoiced on a lump sum basis at completion. No cost element detail is provided on fixed-price or lump sum projects.

- 5. TAXES: Prices, Rates, and Estimates provided hereunder are exclusive of any federal, state, local or municipal sales, use, or excise taxes on the services or equipment delivered hereunder, which if applicable will be invoiced separately.
- 6. **CLIENT INFORMATION**: CLIENT acknowledges that Waterstone is not liable for the accuracy and completeness of information, (including, but not limited to, specifications, drawings, maps, surveys, reports, historical land usage and operations, results of previous Site investigations and surface or subsurface conditions affecting the Site), supplied by CLIENT or its agents to Waterstone and acknowledges that Waterstone is relying upon such information or data in the preparation of this proposal and the performance of the work without further verification by Waterstone as to its accuracy or completeness.
- 7. **EXISTING SITE CONDITION AND ACCESS**: CLIENT grants to Waterstone and its subcontractors ACCESS and authority to enter the property ("Site") to fulfill the scope of services called for by this Agreement. CLIENT acknowledges that Waterstone did not create any hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem, if any, which may exist at the Site. The responsibility for making any disclosures or reports to any third party and for taking corrective, remedial or mitigative action, including disposal of any drums, shall be solely that of the CLIENT and/or OWNER. Waterstone will take reasonable precautions to minimize damage to the Site and adjoining properties.
- 8. **INSURANCE**: Waterstone maintains workers' compensation and employer's liability insurance of a form and in an amount as required by the state in which the Services are being performed; other coverages include: commercial general liability (including contractual and products), automobile liability (including owned, non-owned and hired), professional

Page 1 of 3 Waterstone Environmental, Inc.

liability, and pollution liability insurance with policy limits of one million dollars (\$1,000,000). Certificates of insurance to provide evidence of the above coverage will be provided upon request and award of contract.

- 9. **INDEMNITY**: Waterstone shall hold harmless and indemnify CLIENT from and against liability, including reasonable counsel fees, arising out of Waterstone's willful misconduct or negligent performance of the work, provided however, that such indemnification shall not apply to the extent any losses, damages, liabilities, or expenses result from, are attributable to, or arise out of (a) any negligence or willful misconduct of CLIENT or its agents or subcontractors; (b) any delay attributable to CLIENT's conduct; (c) any breach by CLIENT of any warranties or other provisions hereunder; (d) claims arising out of, as a result of, or in connection with pre-existing conditions unknown to Waterstone prior to the date of this Agreement, and not addressed in the contract work scope; or (e) CLIENT's and/or Site Owner's non-compliance with Environmental Laws.
- CLIENT agrees to indemnify and hold harmless Waterstone from and against liability, including reasonable counsel fees, arising out of (a) any negligence or willful misconduct of CLIENT; (b) any breach by CLIENT of any warranties or other obligations hereunder; (c) all waste removal assistance rendered by Waterstone to the extent Waterstone followed, or provided a subcontractor to follow, the current established waste removal practices applicable in the locality in which the services are being rendered; (d) any condition existing at the Site prior to the arrival of Waterstone of which Waterstone had no actual knowledge or over which Waterstone had no control; or (e) any misrepresentations by CLIENT that result in the improper disposition of a hazardous substance.
- 10. **LIMITATION OF LIABILITY**: Notwithstanding any other language in this contract, in no event will the total and aggregate liability of Waterstone exceed: (1) one and a half times the contract amount, or (2) \$1,000,000, whichever is less. CLIENT acknowledges that Waterstone reports may contain additional limitations with regard to re-use and reliance on the stated results and conclusions. Neither party shall be liable to the other for incidental, special, exemplary, punitive or consequential damages, including, but not limited to, loss of profits or revenue, interference with business operations, or loss of tenants, lenders, investors or buyers or inability to use the property.
- 11. STANDARD OF SERVICES AND WARRANTY: Services performed by Waterstone under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. Waterstone warrants that if any of its completed products or services fail to conform to the above professional standard, Waterstone will, at its own expense, perform corrective services of the type originally performed as may be reasonably required to correct such defects, of which Waterstone is notified in writing within six months of the substantial completion of services or delivery of product. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- 12. **NON-DISCLOSURE AGREEMENT**: Waterstone will keep confidential all CLIENT furnished data and reports generated hereunder and will not disclose such information to any third parties without CLIENT authorization. CLIENT acknowledges that dissemination or reuse of Waterstone reports or data outside the scope and intent of this Agreement will be at CLIENT's sole risk and liability. The technical and pricing information contained in any proposal submitted by Waterstone hereunder, or any addendum thereto, is to be considered confidential and proprietary, and shall not be released, disclosed, or otherwise made available to any third party without the express written consent of Waterstone.
- 13. **RIGHTS IN DATA**: Any reports, documents or findings that are presented or delivered to CLIENT in complete or partial fulfillment of this agreement shall become the property of CLIENT. CLIENT agrees that any patentable or copyrightable concepts, data or software developed by Waterstone as a direct or indirect consequence of services rendered hereunder are the sole and exclusive property of Waterstone. CLIENT shall have unlimited rights and use of all data or software developed under contract to CLIENT.
- 14. **CHANGES**: The CLIENT may at any time, by written order, and within the general scope of this contract, make changes to the Services called for hereunder. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. In addition, Waterstone shall be entitled to an equitable adjustment for any changed conditions, delays, or directions by the CLIENT which cause an increase to the cost of or the time required for the performance of any part of the work under this contract, whether or not directed in writing by the CLIENT. Waterstone will endeavor to submit a claim for adjustment under this clause within thirty (30) days from the date the change notification was received from CLIENT or from the date Waterstone first had knowledge of the change. Waterstone shall have no obligation to perform the changed work until a mutually agreeable adjustment is reached and executed in writing by both parties. Commencement by Waterstone of changed work with the knowledge of the CLIENT prior to a mutual agreement on an equitable adjustment shall not prejudice Waterstone's rights to an equitable adjustment for such work. Failure to reach a mutual agreement on any adjustment hereunder after good faith efforts to do so shall constitute a dispute under Paragraph 17 of these Terms and Conditions.
- 15. **DELAYS/FORCE MAJEURE**: Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than payment obligations for services rendered) results from any causes beyond its reasonable control and without its fault or negligence. Examples of such causes include, but are not limited to (1) Acts of God or the public enemy, (2) Acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes and (10) unusually severe weather.

Page 2 of 3 Waterstone Environmental, Inc.

16. **TERMINATION**: Either CLIENT or Waterstone may terminate this Agreement without cause and for its own convenience given seven (7) days written notice. CLIENT will be liable, regardless of contract type, for all costs expended by Waterstone through the date such written termination notice is received by Waterstone, (as well as any excess costs to copy and deliver finished or partially finished data to CLIENT, and all costs of implementing the termination and arriving at settlement thereof, with CLIENT, including all costs of settling and paying claims arising out of subcontracts hereunder), along with associated administrative burden and profit.

Any termination of this Agreement by CLIENT for a material failure to perform may be exercised only if Waterstone does not initiate corrective action within thirty (30) days (or more if authorized in writing by the CLIENT) after receipt of the notice from the CLIENT specifying the failure. Waterstone's liability shall be limited to the reasonable costs incurred by the CLIENT in excess of the contract price (as that price stood at the time of termination) for completion of the scope of work in effect at the time of the termination. In the event of termination for any reason the parties shall enter into good faith negotiations to arrive at a fair and reasonable quantification of the liabilities set forth in this paragraph. Failure to agree on such a quantification of liability shall be deemed a dispute under Paragraph 17 of these Terms and Conditions.

- 17. **DISPUTES**: All claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof, shall be addressed in the following manner. The parties shall enter into good faith negotiations to reach an equitable settlement. If a good faith settlement cannot be reached, the parties may agree to select a method of dispute resolution other than litigation, such as, arbitration, mediation, mini trial, or other cost-effective methods of alternative dispute resolution. In the event that the parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the applicable Waterstone office involved with the dispute. Should it be necessary for either party to initiate legal proceedings to resolve disputes under this Agreement, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in such proceedings. Should Waterstone initiate collection proceedings to collect amounts owed hereunder, the added costs of such collection shall be paid by CLIENT.
- 18. **INDEPENDENT CONTRACTOR**: Waterstone is and shall perform its services under this Agreement as an independent contractor and not as the CLIENT's agent, partner, or joint venture. Waterstone is employed to render professional services only, and any payments made by CLIENT are compensation solely for such services rendered. Waterstone cannot sign waste manifests on behalf of CLIENT and only CLIENT can direct the disposition of CLIENT's hazardous waste. Waterstone's review or supervision of work prepared or performed by other individuals or firms employed by CLIENT shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.
- 19. **CONFORMANCE WITH LAW**: The validity, performance and construction of this Agreement shall be governed and interpreted in accordance with the laws of the state where the majority of the services are being provided.
- 20. **ASSIGNMENT**: There shall be no assignment of the rights or obligations in this agreement by either party without the written consent of the other party and any assignment absent such consent shall be null and void, and shall render the corresponding duties and obligations of the other party null and void.
- 21. **ENTIRE AGREEMENT**: This Agreement along with Waterstone's proposal, referenced above, contains the entire agreement and understanding between the parties hereto with respect to the subject services and shall not be varied in its terms by any previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification or waiver of any provision of this Agreement shall be binding on either party unless made in writing and executed by Waterstone and a duly authorized agent of CLIENT. If any portion of this agreement is held invalid or unenforceable, any remaining portion shall continue in full force and effect.
- 22. **ACCEPTANCE**: This proposal becomes a binding contract on the terms set forth herein when accepted by CLIENT by giving Waterstone formal written acknowledgment hereof. IT IS A CONDITION OF THIS PROPOSAL THAT ANY PROVISIONS, WRITTEN OR OTHERWISE, CONTAINED IN ANY ACKNOWLEDGEMENT HEREOF, WHICH ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS HEREIN CONTAINED, AND ANY ALTERATIONS HERETO, SHALL HAVE NO FORCE OR EFFECT, AND THAT CLIENT BY SUCH ACCEPTANCE THEREBY AGREES THAT ANY SUCH PROVISIONS OR ANY SUCH ALTERATIONS SHALL NOT CONSTITUTE ANY PART OF THE CONTRACT RESULTING FROM ITS ACCEPTANCE OF THIS PROPOSAL, UNLESS A MUTUALLY AGREEABLE REVISION TO THESE TERMS IS AGREED TO BY THE PARTIES.

[END]

See attached rate schedules.

Page 3 of 3 Waterstone Environmental, Inc.

## Waterstone Environmental, Inc. Professional Services Billing Rate Schedule

January 2013

#### 1. DIRECT LABOR BILLING RATES:

Category	Billing Rate (\$/HR)
Laborer	\$50
Junior Technician	\$65
Junior Secretary/Secretary	\$65/\$75
Administrative Assistant/Office Manager	\$90
Technician/Drafting	\$80
Senior Technician	\$90
Assistant/Director of Administration	\$145
Associate	\$170
Senior Associate	\$190
Senior	\$210
Project Manager	\$230
Supervising	\$250
Principal	\$290
Principal Toxicologist	\$300
Managing Principal	\$320

Delivery of depositions, expert testimony and public hearing attendance will be billed at 1.5 times normal hourly rates.

#### 2. OTHER DIRECT PROJECT CHARGES:

A.	Materials, Supplies, Outside Services, and Labs	At Cost + 20% Administrative Burden
B.	Authorized Subcontracts	At Cost + 20% Administrative Burden
C.	Transportation, Lodging and Meals	At Cost + 20% Administrative Burden
D.	Automobile Mileage	At Cost + 20% Administrative Burden
E.	Field Equipment Charges	See Schedule 2

#### 3. INDIRECT CHARGES:

- **A. 4.0% Communication Charge:** In lieu of detailed invoicing of telephone service and telecommunications, facsimile transmission, normal postage, photocopying and microcomputer charges. This charge does not include express mail charges, plotting charges or extraordinary transmittal of documents. Items such as requests for multiple or additional copies of reports, data, drawings, etc. will be identified and charged as per the rate schedule above.
- **B. 20% Administrative Burden:** An Administrative Burden is added to all other direct project charges (except Field Equipment charges) to cover associated overhead, carrying costs, warranty, indemnification, and insurance costs.
- **4. INVOICE TERMS:** Invoices are due and payable within thirty (30) days of receipt. Past due invoices will be subject to a one percent (1%) administrative charge per month.
- **5. REVISIONS:** Waterstone Environmental reserves the right to modify this schedule from time to time as it deems appropriate.

## Schedule 2 Field Equipment Charges December 2010

Equipment Item		Rate
Safety Equipment		
Level D Personal Protective Equipment (hard hat, steel-toed boots, nitrile gloves, safety glasses)  Level C Personal Protective Equipment (Level D plus respirator with cartridges, tyvek, boot covers)		-
Sampling Equipment		
Brass Tubes, End Caps, Teflon Squares  Hand Auger and extensions.  Drive Tube Sampler  Disposable Polyethylene Bailer.  Water quality meter (pH, turbidity, EC, DO, salinity, temperature)  Water Level Indicator  Turbidity Meter  Grundfos 2-inch submersible pump (100' lead)  Hydrolift Groundwater Pump  Oil/Water Interface Probe  Peristaltic pump  Air Monitoring Equipment  OVA 128 (Foxboro or equivalent)  Photo Ionization Detector (PID); OVM 580-B or equivalent  Lower Explosive Limit Meter  Four Gas meter (LEL, O2, H2S, CO2)  For the above Sampling and Air Monitoring Equipment items: 4 or more consecutive days will be charged at the daily rate plus a 20% discount.	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	6.50 / each 25 / day 20 / day 10 / each 80 / day 35 / day 175 / day 85 / day 75 / day 55 / day 150 / day 120 / day 100 / day
Miscellaneous		
Consumables (Buckets, Brushes, Paper Towels, Garbage Bags, Sample Baggies, Ice, Liquinox Detergent, Sample Labels, Caution Tape)  Drum Labels (under analysis, hazardous, non-hazardous)  Video Camera  Safety Cones (up to 6)  Digital Camera (rental only; film processing is cost plus administrative burden listed in 2. of Professional Services Billing Rate Schedule)  Generator  Truck Rental	\$ \$ \$ \$ \$	30 / day 2.50 / each 50 / day 15/day 15 / day 65 / day 85 / day

NOTE: Items not listed above will be charged at cost plus the administrative burden listed in 2.0 of the Professional Services Billing Rate Schedule.

# CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT WITH WATERSTONE ENVIRONMENTAL, INC.

This Professional Services Agreement ("Agreement") is made and effective as of November 2, 2021 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Waterstone Environmental, Inc., a Delaware corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### 1. TERM

This Agreement shall commence on November 2, 2021 and shall remain and continue in effect until the services described herein are completed, but in no event later than May 17, 2022 unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

Consultant shall perform the services described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full ("Services"). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant and contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern.

#### 3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

#### 4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

#### 5. PAYMENT

A. City agrees to pay Consultant on a monthly basis for services satisfactorily performed, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A. This amount shall not exceed twenty-five thousand dollars (\$25,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.
- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

#### 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

#### 7. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. The City shall also have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

#### 8. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

#### 9. INDEMNIFICATION AND DEFENSE

#### A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

#### B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

#### 10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

#### 11. <u>INDEPENDENT CONTRACTOR</u>

- A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole

expense, and be responsible for any and all payment of Income Tax, Social Compensation, Disability Insurance Security, State 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 the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants 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 the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

#### 12. <u>LEGAL RESPONSIBILITIES</u>

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

#### 13. <u>UNDUE INFLUENCE</u>

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential

financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

#### 14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

#### 15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.
- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

#### 16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Santa Fe Springs

11710 E. Telegraph Road Santa Fe Springs, CA 90670

Attention: Wayne M. Morrell, Director of Planning

To Consultant: Waterstone Environmental, Inc.

2936 East Coronado Street

Anaheim, CA 92806

Attention: Jaffrey V. Dagdigian

#### 17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

#### 18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

#### 19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

#### 20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

#### 21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

#### 22. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that the 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.

#### 23. 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.

#### 24. CONSTRUCTION

The parties hereto 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.

#### 25. WAIVER

The delay or failure of any 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.

#### 26. SEVERABILITY

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

#### 27. 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.

#### 28. <u>AUTHORITY TO EXECUTE THIS AGREEMENT</u>

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

#### 29. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF SANTA FE SPRINGS	CONSULTANT	
	Name:	
	Title:	
Date:	Date:	

ATTEST:		CONSULTANT	
Janet Martinez, (	City Clerk	Name: Title: Date:	
APPROVED AS	TO FORM:		
Ivy M. Tsai, City	Attorney		
Attachments:	Exhibit A Exhibit B	Services Insurance Requirements	

## EXHIBIT A SERVICES

#### **EXHIBIT B**

#### **INSURANCE REQUIREMENTS**

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease).

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

**Umbrella or excess liability insurance.** [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general

liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

#### Other provisions or requirements

**Proof of insurance.** Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**Duration of coverage.** Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned

policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of Agreement provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or

involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

**Timely notice of claims.** Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

#### City of Santa Fe Springs

City Council Meeting

*November 2, 2021* 

#### **NEW BUSINESS**

Adopt Resolution No. 9737 Approving Changes to the Salary Schedule and Approval of Related Personnel Modifications

#### **RECOMMENDATION:**

- Adopt Resolution No. 9737 approving changes to the City's Fiscal Year 2021-22 Salary Schedule.
- Approve the classification specification changes and salary modifications for the following positions: Water Utility Worker, Water Utility Lead Worker, Water Utility Supervisor, Public Works Inspector.
- Approve the classification specification changes and title change for Water Well Operator to Water System Operator.
- Adopt classification specifications for the following positions: Water Meter Reader and Assistant Traffic Signal and Street Lighting Technician.

#### **BACKGROUND**

#### Classification Specification Changes

Staff is requesting that the City Council approve updates to the current existing classification specifications for the Water Utility Worker, Water Utility Lead Worker, Water Utility Supervisor, Public Works Inspector and Water Well Operator (including title change) to more accurately reflect the current job duties, responsibilities, and qualifications for the positions.

A review of the minimum requirements of these positions was performed by Department staff. The classification specifications have also been given an appropriate review by the Santa Fe Springs Employee's Association (SFSEA) with minor changes.

A review of the City salaries to other benchmark agencies revealed a significant gap in the current salaries for these positions. Increasing them up to the current market will generate greater interest in the position, less turnover and better qualifying candidates. The proposed salary levels also reflect minimum certifications required for each position. Resolution No. 9737 with the proposed rates and steps are attached to this report.

#### Position Reclassifications/Additions

The City Council approved the FY 2021-2022 budget on June 29, 2021. Along with that were several positions that had been reviewed for addition or reclassification to more accurately meet the current operational needs of the City as well as reflect duties that were being performed. The Human Resources Office worked with

Report Submitted By: Travis Hickey and Debbie Ford Date of Report: October 28, 2021

Finance and Administrative Services

#### City of Santa Fe Springs

City Council Meeting November 2, 2021

Department staff to create new classification specifications. These classification specifications have been given an appropriate review by the Santa Fe Springs Employee's Association (SFSEA) with no substantive changes. The reclassifications/additions are as follows:

#### Public Works

- o Water Meter Reader
- o Assistant Traffic Signal and Street Lighting Technician

The new additions require updates to the City's salary schedule. Resolution No. 9737 and the updated salary ranges are attached to this report.

#### **FISCAL IMPACT**

Adequate appropriations exist for these positions in the FY 2021-2022 adopted budget.

Raymond R. Cruz City Manager

mlk Cp

#### Attachment(s):

- 1. Resolution No. 9737 Approving Salary Schedule Changes
- 2. Job description/Specifications:

Water Utility Worker

Water Utility Lead Worker

Water Utility Supervisor

Water System Operator

Water Meter Reader

Assistant Traffic Signal and Street Lighting Technician

Public Works Inspector

Report Submitted By: Travis Hickey and Debbie Ford Date of Report: October 28, 2021

Finance and Administrative Services

#### **RESOLUTION NO. 9737**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, APPROVING CHANGES TO THE FISCAL YEAR 2021-2022 SALARY SCHEDULE

WHEREAS, the City Council considered proposed position adjustments, requiring changes to the salary schedule; and

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

1. The City Council approves and adopts the changes to the Fiscal Year 2021-2022 Salary Schedule attached hereto as Attachment "A" and incorporated herein by this reference.

APPROVED and ADOPTED this 2<sup>nd</sup> day of November, 2021 by the following vote:

AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
ATTEST:	John M. Mora, Mayor	
Janet Martinez, CMC, City Clerk		

## PROPOSED SALARY RANGE CLASS 145 FOR: WATER UTILITY SUPERVISOR

CLASS 145			
STEP	MONTHLY	BI-WEEKLY	HOURLY
A-1	6,788.917	3,133.346	39.167
B-2	7,152.180	3,301.006	41.263
C-3	7,532.579	3,476.575	43.457
D-4	7,938.109	3,663.743	45.797
E-5	8,365.344	3,860.928	48.262

## PROPOSED SALARY RANGE CLASS 146 FOR: PUBLIC WORKS INSPECTOR

CLASS 146			
STEP	MONTHLY	BI-WEEKLY	HOURLY
A-1	5,955.009	2,748.466	34.356
B-2	6,282.860	2,899.782	36.247
C-3	6,627.847	3,059.006	38.238
D-4	6,992.252	3,227.193	40.340
E-5	7,376.079	3,404.344	42.554

## PROPOSED SALARY RANGE CLASS 147 FOR: WATER SYSTEM OPERATOR

CLASS 147			
STEP	MONTHLY	BI-WEEKLY	HOURLY
A-1	5,859.053	2,704.178	33.802
B-2	6,186.904	2,855.494	35.694
C-3	6,535.317	3,016.300	37.704
D-4	6,887.157	3,178.688	39.734
E-5	7,269.840	3,355.311	41.941

## PROPOSED SALARY RANGE CLASS 156 FOR: WATER UTILITY LEAD WORKER

<b>CLASS 156</b>			
STEP	MONTHLY	BI-WEEKLY	HOURLY
A-1	5,349.570	2,469.032	30.863
B-2	5,644.293	2,605.058	32.563
C-3	5,955.009	2,748.466	34.356
D-4	6,282.860	2,899.782	36.247
E-5	6,627.847	3,059.006	38.238

## PROPOSED SALARY RANGE CLASS 175 FOR: WATER UTILITY WORKER

CLASS 175				
STEP	MONTHLY	BI-WEEKLY	HOURLY	
A-1	4,571.638	2,109.987	26.375	
B-2	4,826.380	2,227.560	27.845	
C-3	5,090.259	2,349.350	29.367	
D-4	5,370.132	2,478.522	30.982	
E-5	5,650.004	2,607.694	32.596	

#### PROPOSED SALARY RANGE CLASS 180 FOR: WATER METER READER ASSISTANT TRAFFIC SIGNAL AND STREET LIGHTING TECHNICIAN

CLASS 180			
STEP	MONTHLY	BI-WEEKLY	HOURLY
A-1	4,163.823	1,921.764	24.022
B-2	4,385.437	2,024.048	25.301
C-3	4,635.608	2,139.511	26.744
D-4	4,886.923	2,255.503	28.194
E-5	5,149.660	2,376.766	29.710

#### CITY OF SANTA FE SPRINGS WATER UTLITY WORKER

Bargaining Unit: SFSEA Job Code: 17800

FLSA Status: Non-Exempt Date Prepared:

**1/10/201911-2-2021** 

<u>Disclaimer</u>: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

#### **POSITION PURPOSE:**

Under direct supervision, performs construction, maintenance, and repair of the City's water production, storage, and distribution system; maintains, installs, and repairs valves, meters, piping, fittings, and control valves, and related tasks in a safe manner.

#### **SUPERVISION RECEIVED:**

Receives direct supervision from the Water Utility Section Supervisor and/or Water Utility Lead Worker.

#### **SUPERVISION EXERCISED:**

None Provides direction to subordinate staff.

#### **EXAMPLES OF DUTIES AND RESPONSIBILITIES:**

#### A. Held in Common:

- 1. Supports the Mission of the City and its Elected and Appointed Officials.
- Exhibits loyalty to the City and its representatives.
  - 2. Provides courteous and timely service to the public as the ultimate employer.
  - 3. Works cooperatively with other City employees.
  - 4. Exhibits integrity and displays ethical behavior.

#### **B. Essential Job Specific Duties:**

1. Maintains, installs, repairs and operates valves, meters, pipes, fittings, <u>fire hydrants</u>, and control valves, and other appurtenances.

- 2. <u>Installs and Tests, rebuilds, and replaces water meters; resets, replaces, maintain, and installs meter boxes.</u>
- 3. Repairs and rebuilds fire hydrants; responds to related accidents.
- 4. Reads and updates <u>drawings</u>, <u>water atlas</u>, <u>and blueprints-to mark water lines</u>; maps and logs locations for meters, fire hydrants, valves, and fire lines.
- <u>Performs re reads, turn ons, turn offs, and serves will be notices. Provides customer service; reads water meters, water turn on/offs, meter repairs; responds to customer inquiries</u>
- 6. Must be able to work after normal working hours, on weekends and holidays.
- 7. May be required to participate in the rotating standby / on-call program, and must be able to respond to call-outs and other emergencies within a 60 minute time frame.

#### C. Other Job Specific Duties

- 1. Responds to concerns and questions from residents and businesses.
- 2. Works with water section crews on <u>various maintenance</u>, installations, and repair projects.
- 3. Breaks and removes asphalt and concrete using various <u>power tools and other</u> equipment.
  - 4. Taps water main for installation of new services.
- 5. Performs water flushing and testing for ehlorine disinfectant levels, pH, and temperature.
- 6. Backfills trenches and performs concrete and asphalt repairs. with unclassified fill.
  - 7. Investigates and repairs water main and service leaks.
  - 8. Transports appropriate equipment and supplies to work areas.
  - 9. Sets up traffic control and barriers between work areas and pedestrian/vehicle pathways, to meet M.U.T.C.D. standards.
  - 10. Follows all applicable safety rules and regulations.

- 11. Uses and maintains tools and equipment; performs maintenance of water shop and other City facilities to maintain a clean and professional image/appearance.
- 12. May wear breathing apparatus.
- 13. Performs other related duties as required.

#### REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

#### **Knowledge of:**

- General water distribution system maintenance and construction procedures and practices.
- Plumbing and piping tools, materials, and techniques.
- Safety and traffic control practices.
- State motor vehicle laws pertaining to loading and transporting materials.
- Use of hand and power tools and heavy equipment.
- Basic math.
- Hydraulic theory.
- Basic vehicle maintenance.
- Safe work practices and regulations.
- Departmental policies and procedures.
- Confined space entry.

#### **Ability to:**

- Maintain water distribution system.
- Perform water construction and pipefitting tasks.
- Read maps, charts, blueprints, and pressure flow gauges.
- Safely and skillfully operate hand and power tools, machinery, and equipment.
- Operate tapping and drilling machines for use on water mains.
- Take accurate measurements and maintain logs.
- Use protective equipment in a safe manner.
- Follow written and oral instructions.
- Work independently in the absence of supervision.
- Communicate effectively verbally and in writing.
- Work with accuracy and attention to detail.
- Operate and use modern office equipment and computer software.
- Effectively organize and prioritize assigned work.
- Establish and maintain effective working relationships with other people.

#### **EDUCATION AND EXPERIENCE:**

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or an equivalent certificate or diploma recognized by the State of California.
- Ability to speak and understand Spanish desirable.
- Two (2) years experience performing construction work, including one (1) year experience in plumbing or construction, repair, and maintenance work on a potable water distribution system <u>desirable</u>.
- <u>Must possess at the time of application and maintain: a A vV</u>alid State of California driver's license and an acceptable driving record.
- <u>Must obtain within 12 months of hire a.</u> State Water Resources Control Board (SWRCB) Division of Drinking Water <u>D-1 Distribution</u> Operator Certificate or <u>higher.</u> ability to obtain within twelve (12) months of appointment.
- Must obtain within 12 months of hire a State Water Resources Control Board (SWRCB) Division of Drinking Water T-1 Treatment Operator Certificate or higher ability to obtain within twelve (12) months of appointment.

#### **WORKING CONDITIONS:**

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is performed indoors and outdoors in the field.
- Work is performed under extreme temperatures and weather
- Noise level varies.
- *Utilizes hand and power tools.*
- Works with and around machinery having moving parts.
- Occasional exposure to chemicals, fumes, gases, and odors, and high voltage.
- Works in confined spaces.
- Exposure to electrical hazards.
- Loose or unstable surfaces including slippery or wet surfaces.
  - Work is performed in indoor and outdoor environments. Work may require frequent standing, walking, climbing and bending. Incumbent in this classification may be exposed to slippery or wet surfaces, hazardous chemicals, extreme temperatures and weather, high voltages, repetitive motion and vision to monitor.
  - Must be able to work after normal working hours, on weekends and holidays.
- May be required to participate in the rotating standby / on call program, and must be able to respond to call-outs and other emergencies within a 60 minute time frame.

# **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- Stand, sit, walk, climb, kneel, crouch, and bend.
- Repetitive motion, pPush, pull, and reach overhead and above shoulders.
- Hear and speak both in person and on the telephone.
- See well enough to Vision to monitor, read documents and operate equipment.
- *Lift and move up to 75 pounds.*

# CITY OF SANTA FE SPRINGS WATER UTILITY LEAD WORKER

Bargaining Unit: SFSEA Job Code: 16440

FLSA Status: Non-Exempt Date Prepared:

<del>1/10/201910-5-2021</del>11-2-2021

<u>Disclaimer</u>: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

# **POSITION PURPOSE:**

Under general direction, leads and performs <u>operation and</u> maintenance <u>activities</u> and repair of the City's water <u>production</u>, <u>storage</u>, <u>and</u> <u>distribution</u> systems.

# **SUPERVISION RECEIVED:**

Receives supervision from the Water Utility <u>Services Manager Superintendent</u> and Water Utility Supervisor.

# **SUPERVISION EXERCISED:**

Exercises functional and technical supervision over Water Utility Workers and other subordinate staff.

# **EXAMPLES OF DUTIES AND RESPONSIBILITIES:**

# A. Held in Common:

- 1. Supports the Mission of the City and its Elected and Appointed Officials.
- Exhibits loyalty to the City and its representatives.
- 2. Provides courteous and timely service to the public as the ultimate employer.
- 3. Works cooperatively with other City employees.
- 4. Exhibits integrity and displays ethical behavior.

# **B. Essential Job Specific Duties:**

1. Leads and instructs workers within a crew that service and repair main line leaks, hydrants, valves,-<u>service lines</u>, meter connections, and other appurtenances<del>reservoirs</del>.

- 2. Services and repairs booster stations, pressure stations, commercial and residential meter installations.
- 3. Leads and instructs workers with water consumption, meter replacement, repair, testing, and meter vault repairs.
- 4. Performs and assists in the operation, construction, maintenance, rehabilitation, and reconstruction of water production and reclaimed water systems, water distribution facilities, connections, fire hydrants, and appurtenances.
- 5. Inspects, maintains, and assists in repairing equipment at wells, reservoirs, storm water pump stations.
- 6. Inspects, maintains, and assists in repairing large electric motors, natural gas engines, pumps, wells, tanks, controls, treatment equipment, and related components.
- 7. Provides customer service; reads water meters, water turn on/offs, meter repairs; responds to customer inquiries regarding water pressure, water quality, and related matters.
- 8. Performs and assists back up or crew leader for confined space entry.
- 9. Performs and assists in the installation of proper lane closures and traffic control.

# Perform stand-by rotation and after-hours on-call duties.

- 10. Must be able to work after normal working hours, on weekends and holidays.
- 11. May be required to participate in the rotating stand-by / on-call program, and must be able to respond to call-outs and other emergencies within a 60 minute time frame.

<del>10.</del>12.

11.13. Performs related duties as required.

# **REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:**

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

# **Knowledge of:**

- General water distribution system maintenance and construction procedures and practices.
- Operation of SCADA systems.
- Plumbing and piping tools, materials, and techniques.
- Safety and traffic control practices.
- State motor vehicle laws pertaining to loading and transporting materials.
- Use of hand and power tools and heavy equipment.

- Basic math.
- Hydraulic theory.
- Basic vehicle maintenance.
- Safe work practices and regulations.
- Departmental policies and procedures.
- Principles of supervision, training, and performance evaluation.

# **Ability to:**

- Operate and Maintain water <u>production</u>, <u>storage</u>, <u>and</u> distribution systems. Read maps, charts, blueprints, and pressure flow gauges.
  - Safely and skillfully operate hand and power tools, machinery, and equipment used in maintenance and construction activities.
  - Operate tapping and drilling machines for use on water mains.
  - Take accurate measurements, update system maps, and maintain logs.
  - Use protective equipment in a safe manner.
  - Read and interpret basic maps, plans, diagrams, and blueprints.
  - Write reports; maintain records.

Safely operate hand and power tools, machinery, and equipment.

- Supervise and train assigned staff.
- Follow written and oral instructions.
- Communicate effectively verbally and in writing.
- Work with accuracy and attention to detail.
- Operate and use modern office equipment.
- Effectively organize and prioritize assigned work.
- Establish and maintain effective working relationships with other people.
- Provides customer service to customers; coordinates and assists other City departments.
- Working knowledge of windows based software, email, and related computer software programs.
- Knowledgeable of occupational hazards and safety precautions.
- Performs duties of subordinate water utility personnel when necessary
- Familiarity with and ensures compliance with all local, City, State and Federal rules and regulations related to Water System operation and construction activities.

Must be able to work after normal working hours, on weekends and holidays.

May be required to participate in the rotating standby / on-call program, and must be able to respond to call-outs and other emergencies within a 60 minute time frame.

#### **EDUCATION AND EXPERIENCE:**

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

High School Diploma or an equivalent certificate or diploma recognized by the State of California. A Certificate or Associate's Degree in Water Technology highly desired.

# A Certificate or Associate's Degree in Water Technology highly desired.

- Minimum of two (2) years of experience as a Water Utility Worker.
- Must possess at the time of application and maintain: aA valid Valid State of California driver's Driver's license License and an acceptable driving record; elass Class A Driver's License preferred.
- <u>Must possess at the time of application and maintain a\</u> State Water Resources Control Board (SWRCB) Division of Drinking Water <u>T2-T1</u> Water Treatment Operator Certificate.
- <u>Must possess at the time of application and maintain a</u> State Water Resources Control Board (SWRCB) Division of Drinking Water D3 Water Distribution Certificate.
- LA County Backflow Tester Certification is desired required within one (1) year.

# **WORKING CONDITIONS:**

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is performed indoors and outdoors in the field.
- Work is performed under extreme temperatures and weather.
- Noise level varies.
- *Utilizes hand and power tools.*
- *Works with and around machinery having moving parts.*
- Occasional exposure to chemicals, fumes, gases, and odors and high voltage.
- Works in confined spaces.
- Exposure to electrical hazards.
- Loose or unstable surfaces including slippery or wet surfaces.
- Work is performed in indoor and outdoor environments. Work may require frequent standing, walking, climbing and bending. Incumbent in this classification may be exposed to slippery or wet surfaces, hazardous chemicals, extreme temperatures and weather, high voltages, repetitive motion and vision to monitor.

#### **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- Stand, sit, walk, kneel, crouch, climb and bend.
- Push, pull, and reach overhead and above shoulders.
- Hear and speak both in person and on the telephone.
- *Use hands and fingers to operate equipment.*
- See well enough <u>Vision</u> to <u>monitor</u>, read documents and operate equipment.
- *Lift and move up to 50-75 pounds.*

# CITY OF SANTA FE SPRINGS WATER UTILITY SECTION-SUPERVISOR

Bargaining Unit: SFSCEA Job Code: 15020

FLSA Status: Non-Exempt Date Prepared: 11-2-2021

<u>Disclaimer</u>: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

# **POSITION PURPOSE:**

Under general supervision, <u>participates in, assigns, coordinates,</u> supervises and leads water utility crews in water system <u>operation control</u> and maintenance; monitors and ensures appropriate water quality; oversees the maintenance of the City's aquatic center and pools.

# **SUPERVISION RECEIVED:**

Receives general supervision from the Water Utility - <u>Services Manager Superintendent</u>.

# **SUPERVISION EXERCISED:**

Exercises supervision over subordinate technical staff.

# **EXAMPLES OF DUTIES AND RESPONSIBILITIES:**

#### A. Held in Common:

- 1. Supports the Mission of the City and its Elected and Appointed Officials. Exhibits loyalty to the City and its representatives.
- 2. Provides courteous and timely service to the public as the ultimate employer.
- 3. Works cooperatively with other City employees.
- 4. Exhibits integrity and displays ethical behavior.

# **B. Essential Job Specific Duties:**

1. Monitors operation of water system including water production wells, interconnections, water storage tanks, and water distribution system; plans and makes adjustments of water purchases.

- 2. Oversees, interprets and ensures compliance with all local, City, State and Federal rules and regulations related to Water System operation and construction activities. Administers meter reading contract; prepares accuracy audits.
- 3. Provides customer service to customers; coordinates and assists other City departments.
- 4. <u>Supervises subordinate personnel, schedules, assigns and oversees work activities; monitors and reviews progress, efficiency and quality of work activities; evaluates performance of assigned staff; recommends hiring, training and disciplinary action for assigned staff. Supervises subordinate personnel; assigns work activities; monitors work flow; reviews and evaluates work products and procedures; provides staff training.</u>
- 5. Performs duties of subordinate water utility personnel when necessary.
- Maintains records and submits reports to Department of Water Resources and other governing bodies for compliance. Prepares a variety of related reports, including production, sampling, and surface water reports; maintains records.
- 6. Prepares staffing, time and material estimates required for operation and maintenance-related projects.
- 7. Assists in the preparation of Division budget and staff reports.
- 8. Represents the City and attends meetings and seminars involving water quality and water issues, distribution, pumps, motors and other water system equipment.
- 9. Must be able to work after normal working hours, on weekends and holidays.
- 6.10. May be required to participate in the rotating standby / on-call program, and must be able to respond to call-outs and other emergencies within a 60 minute time frame.

# C. Other Job Specific Duties

- 1. Coordinates and ensures proper testing of periodical Title <u>22</u>33 water sampling quality samples.
- 2. Tracks section budget; orders and purchases materials.
- 3. Monitors SCADA system and makes repairs to telemetry equipment as necessary.
- 4. Oversees City's aquatic center and wading pool <u>facilities and</u> equipment operation and maintenance; oversees chemical usage.

- 5. Coordinates and ensures compliance with water quality regulations and standards.
- 6. Performs related duties as required.

# REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

# **Knowledge of:**

Knowledgeable of applicable City, county, state and Federal statutes, rules, ordinances, codes and regulations governing water production treatment, storage, and distribution. Water quality, public pools, and other related federal, state, and local laws, codes, and regulations.

SCADA systems operation, maintenance, and trouble-shooting.

Basic electronics.

Water system technology and devices including valves, controls, meters, water quality and water testing devices.

City and departmental policies and procedures.

Knowledgeable of occupational hazards and safety precautions

Water well, pump, and motor operation.

Natural gas and diesel engine operation.

Backflow prevention and Cross connection control programs.

Knowledgeable of budgeting and purchasing techniques and procedures

Principles of supervision, training, and performance evaluation.

Skilled in prioritizing and scheduling maintenance activities

Principles of chemistry and mathematics applied to water quality control.

Modern office procedures and equipment including computers.

Word processing and other related software applications.

#### **Ability to:**

Oversee operation of City's water utility system.

Determine chemical dosages based on flow rates and/or volumes.

Prepare various reports; maintain records.

Coordinate routine and special water sampling process and activities.

Supervise, train, and evaluate assigned staff.

Analyze problems; identify alternative solutions and consequences of proposed actions.

Communicate effectively verbally and in writing.

Work with accuracy and attention to detail.

Operate and use modern office equipment and software.

Effectively organize and prioritize assigned work.

Establish and maintain effective working relationships with other people.

# **EDUCATION AND EXPERIENCE:**

# CITY OF SANTA FE SPRINGS WATER WELL SYSTEM OPERATOR

Bargaining Unit: SFSCEA Job Code: 16010

FLSA Status: Non-Exempt Date Prepared: 1/1/1411-2-

<u>2021</u>

<u>Disclaimer</u>: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

# **POSITION PURPOSE:**

Under direct supervision, operates, maintains, troubleshoots, and repairs water <u>production, storage, and distribution systems plant equipment</u>; ensures the supply, quality, storage, and pressure of water in the system.

# **SUPERVISION RECEIVED:**

Receives direct supervision from the Water Utility Section-Supervisor.

# **SUPERVISION EXERCISED:**

None.

# **EXAMPLES OF DUTIES AND RESPONSIBILITIES:**

#### A. Held in Common:

- 1. Supports the Mission of the City and its Elected and Appointed Officials.

  Exhibits loyalty to the City and its representatives.
- 2. Provides courteous and timely service to the public as the ultimate employer.
- 3. Works cooperatively with other City employees.
- 4. Exhibits integrity and displays ethical behavior.

# **B. Essential Job Specific Duties:**

1. Operates and maintains water-<u>production</u>, <u>treatment</u>, <u>storage</u>, <u>and distribution systems</u> <u>and facilities.plant equipment</u>.

- 2. Monitors <u>water production, treatment, storage, and other parameters using</u> telemetry <u>SCADA and station levels</u> and makes necessary adjustments to maintain adequate supply <u>and flows</u> of water in water systems.
- 3. Performs preventative maintenance on pumps, and pump motor equipment, back-up engines, and well buildings and facilities.
- 4. Installs, repairs, and calibrates a variety of equipment at pump or well stations such as meters, <u>chemical</u> pump assemblies, <u>pressure reducing cla-</u>valves, and <u>new-motor control starting equipment</u>.
- 5. Performs chemical tests and water quality tests and sampling as required by regulations.
- <u>6.</u> Monitors and maintains <u>pumping equipment and</u> water quality at <u>the Citys Municipal</u> Aquatic <u>Ceenter</u>.
- 7. Must be able to work after normal working hours, on weekends and holidays.
- 8. May be required to participate in the rotating standby / on-call program, and must be able to respond to call-outs and other emergencies within a 60 minute time frame.

# C. Other Job Specific Duties

- 1. Takes daily readings of electric, gas, and water consumption meters.
- 2. Monitors and adjusts pressure in water systems.
- 3. Inspects boosters and well pumps and motors; checks for excessive noise, heat, or leaks.
- 4. Checks fluid levels on pumps; changes oil and packings at preset intervals.
- 5. Takes water well-measurements, using electronic equipment soundings.
- 6. Checks <u>chlorine disinfectant</u> residuals for proper levels; checks for chlorine leaks and makes repairs.
  - 7. Maintains records of lubrication, calibrations, and maintenance performed to equipment and machinery; compiles data into written reports.
- 8. Collects routine and special water samples.
- 9. Responds to water quality complaints and inquiries from water users as necessary. -

10. Performs related duties as required.

# **REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:**

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

# **Knowledge of:**

- Principles and practices of potable water operations, chloramination, and blending of chloraminated waters.
- Operation and maintenance of <u>water treatment</u> plant equipment including automatic control valves and pilot controls, pumps, motors, and chlorine equipment.
- Basic principles of mathematics, laboratory analysis techniques, and health standards for potable water.
- Water testing procedures.
- Operation of SCADA systems and various components.
- Sampling methods and techniques.
- Operational and safety regulations pertaining to water systems, and vehicle equipment, chemical handling, transportation and usage.
- Swimming and wading pool equipment, maintenance and pool chemicals.
- Federal, state, and local laws, codes, and regulations.

# **Ability to:**

- Operate and maintain water <u>production and treatment plant facilities and</u> equipment.
- Take Collection of water samples; perform water testing.
- Serve as duty operator responsible for off-hour operations and standby response.
- Maintain logs and records; compile data into reports.
- Follow written and oral instructions.
- Work independently in the absence of supervision.
- Communicate effectively verbally and in writing.
- Work with accuracy and attention to detail.
- Operate and use modern office equipment and computer software.
- Effectively organize and prioritize assigned work.
- Establish and maintain effective working relationships with other people.

# **EDUCATION AND EXPERIENCE:**

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or an equivalent certificate or diploma recognized by the State of California.
- Ability to speak and understand Spanish is desirable preferred.

- Two (2) years experience performing water system operation duties involving maintenance of pipes, valves, pumps, chlorination equipment, and fittings.
- Must possess at the time of application and maintain A a Vvalid State of California driver's Driver's license License and an acceptable driving record.
- Must possess at the time of application and maintain a State Water Resources
   Control Board (SWRCB) Division of Drinking Water T2 Water Treatment
   Operator Certificate.
- T-2 or higher Water Treatment Operator Certificate.
- D-2 or higher Water Distribution Operator Certificate. Must possess at the time of application and maintain a State Water Resources Control Board (SWRCB)

  Division of Drinking Water D3 Water Distribution Certificate.
- <u>Ability to obtain</u> Los Angeles County Public Health Swimming Pool Service <u>Technician</u> Certified Pool and Spa Operator Certificate during probationary period. or the ability to obtain within twelve (12) months of hireappointment.

# **WORKING CONDITIONS:**

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is primarily performed indoors and outdoors in the field.
- *Work is performed under extreme temperatures and weather.*
- *Noise level is quiet to moderate.*
- *Utilizes hand and power tools.*
- Works with and around machinery having moving parts.
- Exposure to chemicals, fumes, gases, and odors, and high voltage.
- Loose or unstable surfaces including slippery or wet surfaces.
- Work is performed in indoor and outdoor environments. Work may require frequent standing, walking, climbing and bending. Incumbent in this classification may be exposed to slippery or wet surfaces, hazardous chemicals, extreme temperatures and weather, high voltages, repetitive motion and vision to monitor.
- Must be able to work after normal working hours, on weekends and holidays.
- <u>May be required to participate in the rotating standby / on-eall program, and must be able to respond to call-outs and other emergencies within a 60 minute time frame.</u>

# CITY OF SANTA FE SPRINGS WATER METER READER

Bargaining Unit: SFSCEA Job Code:

FLSA Status: Non-Exempt Date Prepared: 11/2/2021

<u>Disclaimer</u>: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

# **POSITION PURPOSE:**

Under close and direct supervision, install, test, maintain, repair, and read water meters and records water usage for billing purposes; turn water service on / off. Perform a variety of tasks associated with customer service and repair and maintenance of the water system. Performs basic municipal swimming pool maintenance.

# **SUPERVISION RECEIVED:**

Receives direct supervision from the Water Utility Supervisor.

# SUPERVISION EXERCISED:

None

# **EXAMPLES OF DUTIES AND RESPONSIBILITIES:**

# A. Held in Common:

- 1. Supports the Mission of the City and its Elected and Appointed Officials.
- 2. Provides courteous and timely service to the public as the ultimate employer.
- 3. Works cooperatively with other City employees.
- 4. Exhibits integrity and displays ethical behavior.

#### **B. Essential Job Specific Duties:**

- 1. Reads water meters and records water usage for billing purposes;
- 2. Assists in the repair, removal and installation of water meters and related parts and components;
- 3. Replaces broken and/or missing meter boxes and lids;
- 4. Monitors meter performance;
- 5. Turns water service on or off as instructed;
- 6. Cleans in / around water meter boxes;

Water Meter Reader 1

- 7. Performs re-reads to verify accuracy of water usage;
- 8. Responds to or refers customer concerns or complaints to appropriate staff;
- 9. Repair and replace shut-off valves and angle valves;
- 10. Perform a variety of semi-skilled water system repairs and maintenance, as needed or assigned.
- 11. Must be able to work after normal working hours, on weekends and holidays.
- 12. May be required to participate in the rotating standby / on-call program, and must be able to respond to call-outs and other emergencies within a 60 minute time frame.

# C. Other Job Specific Duties

- 1. Performs basic municipal swimming pool maintenance including using vacuum and net equipment to clean debris;
- 2. Clean the pool and the surrounding area;
- 3. Empty or change pool filters and skimmers;
- 4. Tests the water, and maintains the appropriate balance of chlorine and pH in the water;
- 5. Under supervision, installs, services, and repairs swimming pool equipment, such as water filters, pumps, and related water systems;
- 6. Perform other preventative swimming pool maintenance.
- 7. Performs related duties as required.

# REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

# **Knowledge of:**

- Knowledgeable of basic computer software
- Knowledgeable of water meter reading methods and techniques
- Knowledgeable of occupational hazards and safety guidelines
- Knowledgeable of customer service techniques and concepts

#### **Ability to:**

- Ability to learn meter reading software and devices
- Ability to perform essential duties with little supervision
- Ability to effectively communicate verbally and in writing in English
- Skilled in working within deadlines to complete projects and assignments
- Skilled in following oral and written instructions
- Skilled in establishing and maintaining effective working relationships

Water Meter Reader 2

# **EDUCATION AND EXPERIENCE:**

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- A High School diploma or equivalent certificate or diploma recognized by the State of California.
- Experience in reading and maintaining water service meters and swimming pool maintenance preferred.
- Valid California Driver's License and an acceptable driving record.
- California State Water Resources Control Board Grade 1 Water Distribution Certificate or ability to obtain within twelve (12) months of appointment.

# **WORKING CONDITIONS:**

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is performed indoors, outdoors in the field and may include areas under construction, high pressure water and sewer lines.
- Work is performed under extreme temperatures and weather.
- Noise level varies.
- Utilizes hand and power tools.
- Works with and around machinery having moving parts.
- Occasional exposure to chemicals, fumes, gases, odors, standing or stagnant water, and high voltage.
- Works in confined spaces.
- Loose or unstable surfaces
- Exposure to electrical hazards.

# **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- Stand, sit, walk, climb, kneel, crouch, and bend.
- Repetitive motion, push, pull, and reach overhead and above shoulders.
- Hear and speak both in person and on the telephone.
- Vision to monitor, read documents and operate equipment.
- Lift and move up to 75 pounds.

Water Meter Reader 3

# CITY OF SANTA FE SPRINGS ASSISTANT TRAFFIC SIGNAL AND STREET LIGHTING TECHNICIAN

Bargaining Unit: SFSEA Job Code:

FLSA Status: Non-Exempt Date Prepared: 11-2-2021

<u>Disclaimer:</u> Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

# **POSITION PURPOSE:**

Under direct supervision from a traffic & lighting technician, works in the installation, maintenance, repair, modification of traffic signal control and street lighting equipment.

# **SUPERVISION RECEIVED:**

Receives direct supervision from the Traffic & Lighting Supervisor or a technician.

# **SUPERVISION EXERCISED:**

None.

# **EXAMPLES OF DUTIES AND RESPONSIBILITIES:**

# A. Held in Common:

- 1. Supports the Mission of the City and its Elected and Appointed Officials.
- 2. Exhibits loyalty to the City and its representatives.
- 3. Provides courteous and timely service to the public as the ultimate employer.
- 4. Works cooperatively with other City employees.
- 5. Exhibits integrity and displays ethical behavior.

# **B. Essential Job Specific Duties:**

- 1. Perform traffic signal and street lighting installation, maintenance and inspection tasks.
- 2. Work with high voltage
- 3. Work outdoors in various weather conditions and in high places

# C. Other Job Specific Duties

- 1. Implement and follow safety procedures;
- 2. Work effectively and safely with others;
- 3. Work varied shifts;
- 4. Work weekends or overtime as required;

- 5. Complete work assignments in a safe and timely manner;
- 6. Maintain regular attendance;
- 7. Follow oral and written instructions, and perform other related duties as assigned.

# REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

# **Knowledge of:**

Fundamentals of electronics, preferably related to traffic signal and street lighting devices.

Mechanical and aerial devices.

Electrical codes.

Safety rules, regulations, and practices.

Tools and equipment necessary to protect the public and other workers.

#### Skill in:

Use of hand tools and equipment necessary to modify, repair and maintain traffic signals, street lights, automatic traffic counting devices and illuminated street name signs.

# **Ability to:**

Complete assignments in safe and timely manner.

Follow written and oral instructions.

Communicate effectively verbally and in writing.

Work with accuracy and attention to detail.

Effectively organize and prioritize assigned work.

Safely drive City vehicles

Establish and maintain effective working relationships with other people.

# **EDUCATION AND EXPERIENCE:**

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or an equivalent certificate or diploma recognized by the State of California.
- A valid State of California driver's license and an acceptable driving record.
- Sufficient experience is necessary to have acquired the specific skills and knowledge needed for the duties of this classification.
- Ability to complete the IMSA Field Technician Level I and Work Zone Safety courses and Certification testing within 6 (six) months of employment. A onetime 6 (six) month extension will be granted for retesting if necessary.

# **WORKING CONDITIONS:**

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is primarily performed outdoors.
- Exposure to various weather conditions.
- Noise level is moderate to loud.
- *Utilizes hand and power tools.*
- Works with and around machinery having moving parts.
- Works with high voltage.
- Works at various heights.
- Works varied shifts.

# PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- Stand, sit, walk, stoop, squat, crouch, kneel, climb, and bend.
- Push, pull, and reach overhead and above shoulders.
- Hear and speak both in person and on the telephone.
- See well enough to read documents and operate equipment.
- Lift and move up to 75 pounds.

# CITY OF SANTA FE SPRINGS PUBLIC WORKS INSPECTOR #

Bargaining Unit: SFSEA Job Code:

FLSA Status: Non-Exempt Date Prepared:-11-2-2021

<u>Disclaimer</u>: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

# **POSITION PURPOSE:**

The Construction-Public Works Inspector is part of the Engineering Department. This position is a member of a dedicated, service-oriented team. The position under regular supervision, performs office and field work in the construction inspection of public improvements, including streets, sidewalks, gutters, water lines, roads, drainage structures and utility lines to insure compliance with applicable laws, ordinances, public safety, standards, plans, and specifications and other professional engineering work. This involves all aspects of infrastructure construction and coordination from project start to completion, as well as pre-construction input. In addition, the inspector will perform inspection of construction, excavation and encroachment permits. Under direct supervision, performs the inspection of a variety of public works projects.

# **DISTINGUISHING CHARACTERISTICS:**

This is the full journey level position within the series. Employees within this class are distinguished from the level I by the performance of the more complex and specialized duties.

# **SUPERVISION RECEIVED:**

Receives direct supervision from <u>Capital Improvement Projects Manager</u> <u>Assistant Director of Public Works</u> or other management staff.

# **SUPERVISION EXERCISED:**

None.

# **EXAMPLES OF DUTIES AND RESPONSIBILITIES:**

#### A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials. Exhibits loyalty to the City and its representatives.

- 2. Provides courteous and timely service to the public as the ultimate employer.
- 3. Works cooperatively with other City employees.
- 4. Exhibits integrity and displays ethical behavior.

# **B. Essential Job Specific Duties:**

- 1. Performs inspections for conformance to <u>construction</u> plans, <u>and</u> specifications, <u>of</u> <u>City Standard Plans and City issued permits. In addition to various types of public works installation and construction projects.</u>
- 2. Performs inspection <u>for all types of infrastructure including but not limited toof</u> streets, water mains, storm drains, sanitary sewers, street lights, traffic signals, utility and pipe lines, irrigation, and landscaping installations.
- 3. Reads Ability to Reads, understands, interprets and implements construction plans and specifications.and interprets plans and specifications.
- 4. Checks and enforces safety requirements. I
- 4.5. Performs inspections for conformance to plans and specifications of various types of public works installation and construction projects. Ensures that the safety of the general public and the contractor is maintained throughout the duration of the construction project. Checks and enforces safety requirements. Reports possible violations of traffic control, trench shoring, CAL/OSHA, and other safety regulations at project sites.
- 5.6.Plan checks and inspects developer projects ensuring compliance with the plans, specifications, Code of Ordinances, and City Standards. Performs inspection of streets, water mains, storm drains, sanitary sewers, street lights, traffic signals, utility and pipe lines, irrigation, and landscaping installation.
- 6. Reads and interprets plans and specifications.
- 7. Checks and enforces safety requirements.
- \&\text{-7. Provides technical expertise and direction to subordinate public works inspectors.

# C. Other Job Specific Duties

1. <u>Inspector cCoordinates field meetings with contractors and physically measures/computes quantities for each progress payment.</u>

2.

- 3.1. Inspector pPrepares and maintains "As-Builts" of the construction project on a daily basis. Maintains "as built" records and drawings.
- 4.2. Inspector pPrepares and maintains daily reports/logs/journals for each construction project or permit assigned.
- 3. Pprepares technical reports pertaining to construction. Lastly, the inspector will be required to r
- 5.4.Reviews construction plans prior to the soliciting for bid proposals and prepares a constructability reports. The inspector will id Identify and recommend opportunities for improvement Prepares daily logs of work; prepares technical reports.
- 6.5. Inspector rReviews survey data to assure line, grade, and locations have been properly established and followed by contractors. Performs related duties as required.
- 6. Inspector cCoordinates with an independent testing lab any materials testing required by the project specifications.
- 7. Measures and computes quantities for progress payments to contractors.
- 7. Inspector availability to pPerforms inspections on occasion for night and weekend permit or CIP projects.
- 8. Maintains "as built" records and drawings.
- 7. <u>Performs related duties as required. Prepares daily logs of work; prepares technical reports.</u>

# REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

# **Knowledge of:**

Construction methods and procedures for all types of municipal construction.

Construction safety requirements including work zone traffic control.

Surveying and drafting procedures, instruments, and equipment.

Methods and practices of pubic work inspection.

Principles of algebra, geometry, and trigonometry as applied to engineering.

Principles of material testing.

Departmental policies and procedures.

Federal, state, and local laws, codes, and regulations.

Modern office procedures and equipment including computers.

Word processing and other related software applications.

Knowledge of Construction safety requirements.

Standard specifications for public works inspection.

# Principles of supervision and training.

# **Ability to:**

Identify and solve field construction problems.

Operates City vehicles in a safe and courteous manner

Read and interpret plans and specifications.

Make accurate engineering calculations.

Perform a variety of complex engineering inspections.

Perform construction material tests.

Prepare technical reports.

Follow written and oral instructions.

Work independently in the absence of supervision.

Communicate effectively/professionally both verbally and in writing with

contractors/permit applicants/members of the public/City staff. Work with accuracy and attention to detail.

Operate and use modern office equipment.

Effectively organize and prioritize assigned work.

Establish and maintain effective working relationships with other people.

Ability to Establish appropriate project priorities.

Supervise and train subordinate personnel.

# **EDUCATION AND EXPERIENCE:**

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or an equivalent certificate or diploma recognized by the State of California supplemented by specialized training in the building and construction trades.
- Three (3) years of responsible experience involving the construction, inspection, and maintenance of public works facilities.
- A valid State of California driver's license and an acceptable driving record.

# **WORKING CONDITIONS:**

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is performed indoors and in the field.
- *Noise level is quiet to moderate.*
- Works around machinery having moving parts.
- Occasional exposure to chemicals, fumes, gases, and odors.

# **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- Stand, sit, walk, stoop, squat, climb, kneel, and bend.
- Push, pull, and reach overhead and above shoulders.
- Use hands and fingers to operate office equipment.
- See well enough to read documents and operate office equipment.
- *Lift and move up to 50 pounds.*

City Council Meeting

October 5, 2021

# **PRESENTATION**

<u>Presentation from Santa Fe Springs Chamber of Commerce Member and CAPitalizing on Capabilities (CAPC) Secretary/Treasurer, Wendy Meador-Kunert</u>

# **BACKGROUND**

CAPC Board of Directors Secretary/Treasurer and member of the Santa Fe Springs Chamber of Commerce, Wendy Meador-Kunert will be introducing the new CAPitalizing on Capabilities (CAPC) Executive Director, Shauna Epting.

Raymond R. Cruz City Manager

Varl K. Cf

Date of Report: October 28, 2021

Attachment(s):

None

City of Santa Fe Springs

City Council Meeting

*November 2, 2021* 

$^\prime$ APPOINTMENTS TO COMMIT	TEES AND COMMISSIO	NS
Committee	Vacancies	Coun

Committee	Vacancies	Councilmember
Beautification and Historical	1	Mora
Beautification and Historical	3	Zamora
Beautification and Historical	1	Sarno
Beautification and Historical	2	Rodriguez
Beautification and Historical	1	Trujillo
Family & Human Svcs	1	Mora
Parks & Recreation	3	Zamora
Parks & Recreation	1	Sarno
Parks & Recreation	1	Trujillo
Senior	3	Mora
Senior	3	Zamora
Senior	4	Trujillo
Sister City	5	Zamora
Sister City	3	Sarno
Sister City	3	Rodriguez
Sister City	2	Trujillo
Youth Leadership Committee	2	Mora
Youth Leadership Committee	3	Zamora
Youth Leadership Committee	1	Rodriguez
Youth Leadership Committee	1	Trujillo

Applications Received: None

Recent Actions: None

Raymond R. Cruz City Manager

# Attachment(s):

- 1. Prospective Members
- 2. Committee Lists

# **Prospective Members for Various Committees/Commissions**

Beautification and Historical* (*pending name change)
Family & Human Services
Heritage Arts
Personnel Advisory Board
Parks & Recreation
Planning Commission
Senior Citizens Advisory
Sister City
Traffic Commission
Youth Leadership

# BEAUTIFICATION AND HISTORICAL ADVISORYCOMMITTEE\*

\*(pending name)

Meets the fourth Wednesday of each month

9:30 a.m., Library Community Room

Qualifications: 18 Years of age, reside or active in the City Membership: 20 Residents appointed by City Council

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Doris Yarwood Guadalupe Placensia Irma Huitron Vacant	
Zamora	Annette Ramirez Vacant Vacant Vacant	
Sarno	Jeannette Lizarraga Mary Arias Linda Vallejo Vacant	
Rodriguez	Vacant Sally Gaitan Mark Scoggins Vacant	
Trujillo	Jacqueline Martinez Kay Gomez Vacant Merrie Hathaway	

# 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

Council Liaison: Rodriguez

NAME	TERM EXPIRES DEC 31, 2022
Martha Villanueva*	
Vacant	
Miriam Herrera	
Gaby Garcia	
Christina J. Colon	
Gilbert Aguirre	
Dolores Duran	
Janie Aguirre	
Peggy Radoumis	
Shamsher Bhandari	
Elena Lopez	
Hilda Zamora	
Dolores Romero	
Laurie Rios*	
Bonnie Fox	
	Martha Villanueva* Vacant Miriam Herrera  Gaby Garcia Christina J. Colon Gilbert Aguirre  Dolores Duran Janie Aguirre Peggy Radoumis  Shamsher Bhandari Elena Lopez Hilda Zamora  Dolores Romero Laurie Rios*

<sup>\*</sup>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 DEC 31, 2022
Mora	Maria Salazar-Jaramillo	
Zamora	AJ Hayes	
Sarno	William K. Rounds	
Rodriguez	Francis Carbajal*	
Trujillo	Laurie Rios*	

# **Committee Representatives**

Family and Human Services Committee

Beautification and Historical Committee

Planning Commission

Chamber of Commerce

Vacant

Sally Gaitan

Gabriel Jimenez

Debbie Baker

# **Council/Staff Representatives**

Council Liaison Annette Rodriguez

Council Alternate Vacant
City Manager Ray Cruz

Director of Community Services Maricela Balderas
Director of Planning Wayne Morrell

<sup>\*</sup>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 Council Liaison: Mora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Joe Avila Eddie Barrios William Logan Ralph Aranda Kurt Hamra	
Zamora	Gina Hernandez Blake Carter Vacant Vacant Vacant	
Sarno	Kenneth Arnold Mary Anderson Jeannette Lizarraga Vacant Mark Scoggins	
Rodriguez	Kayla Perez Priscilla Rodriguez Lisa Garcia Sylvia Perez David Diaz-Infante	
Trujillo	Dolores Romero Andrea Lopez Elizabeth Ford Nancy Krueger Vacant	

<sup>\*</sup>Indicates person currently serves on three committees

# PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel

Board, 1 by Firemen's Association, 1 by

Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Council	Angel Munoz Ron Biggs	
Personnel Advisory Board	Neal Welland	
Firemen's Association	Jim De Silva	
Employees' Association	Johnny Hernandez	

# **PLANNING COMMISSION**

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

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

Membership: 5

APPOINTED BY	NAME
Mora	Ken Arnold
Sarno	Johnny Hernandez
Rodriguez	Francis Carbajal*
Trujillo	William K. Rounds
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 Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Paul Nakamura Astrid Shesterkin Vacant Vacant Vacant	
Zamora	Vacant Elena Lopez Armendariz Josefina Lara Vacant Vacant	
Sarno	Sally Gaitan Bonnie Fox Gilbert Aguirre Lorena Huitron Janie Aguirre	
Rodriguez	Yoko Nakamura Linda Vallejo Hilda Zamora Martha Villanueva* Nancy Krueger	
Trujillo	Dolores Duran Vacant Vacant Vacant Vacant Vacant	

<sup>\*</sup>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 Council Liaison: Mora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Martha Villanueva* Doris Yarwood Laurie Rios* Peggy Radoumis Francis Carbajal*	
Zamora	Vacant Vacant Vacant Vacant Vacant	
Sarno	Manny Zevallos Vacant Jacqueline Martinez Vacant Vacant	
Rodriguez	Jeannette Wolfe Shamsher Bhandari Vacant Vacant Vacant	
Trujillo	Charlotte Zevallos Andrea Lopez Vacant Marcella Obregon Vacant	

<sup>\*</sup>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
Sarno	Johana Coca
Rodriguez	Felix Miranda
Trujillo	Linda Vallejo
Zamora	Christina J. Colon

# 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

20 Membership:

Council Liaison: Zamora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Kharisma Ruiz Jilliana Casillas Vacant Vacant	
Zamora	Joseph Casillas Vacant Vacant Vacant	
Sarno	Abraham Walters Aaron D. Doss Valerie Bojorquez Maya Mercado-Garcia	
Rodriguez	Jasmine Rodriguez Angelique Duque Felix Miranda Jr. Vacant	
Trujillo	Vacant Isaac Aguilar Andrew Bojorquez Alan Avalos	