

### **AMENDED AGENDA**

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

May 28, 2020 6:00 P.M.

#### VIA TELECONFERENCE

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

Please note that the only amendment is to move the Public Hearing on Resolution No. 9673 from being listed on the agenda under the Water Utility Authority to being listed on the agenda under the City Council meeting.

### \*\*\*\*GOVERNOR'S EXECUTIVE ORDER N-29-20\*\*\*\* \*\*REGARDING CORONAVIRUS COVID-19\*\*

On March 4, 2020, Governor Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19. The Governor has issued Executive Orders that temporarily suspend requirements of the Brown Act, including allowing the City Council to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public. Please be advised that, until further notice, City Council meetings will be held by teleconference. City Hall, including Council Chambers, is closed to the public.

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: <a href="https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdKQXNZVzh4Zz09">https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdKQXNZVzh4Zz09</a>

Zoom Meeting ID: 521620472 Password: 659847

**Telephonically:** Dial: 888-475-4499 Meeting ID: 521620472

<u>Public Participation:</u> You may submit public comments in writing by sending them to the City Clerk at <u>cityclerk@santafesprings.org</u>. If you attend the meeting by telephone, you must submit a public comment in writing to be heard. To ensure that they are received for the meeting, please submit your written comments prior to 4:00 p.m. on the day of the City Council meeting. You may also contact the City Clerk's Office at (562) 868-0511 ext. 7314.

### City of Santa Fe Springs

Regular Meetings

May 28, 2020

#### 1. CALL TO ORDER

#### 2. ROLL CALL

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

**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.

#### **PUBLIC FINANCING AUTHORITY**

#### 4. CONSENT AGENDA

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

a. Minutes of the April 23, 2020 Public Financing Authority (City Clerk)

#### Recommendation:

- Approve the minutes as submitted.
- b. <u>Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA) (Finance)</u>

#### Recommendation:

Receive and file the report.

#### WATER UTILITY AUTHORITY

#### 5. CONSENT AGENDA

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

a. Minutes of the April 23, 2020 Water Utility Authority (City Clerk)

#### Recommendation:

- Approve the minutes as submitted.
- b. <u>Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)</u>

#### Recommendation:

- Receive and file the report.
- c. <u>Status Update of Water-Related Capital Improvement Projects (Public Works)</u> **Recommendation:** 
  - Receive and file the report.

### City of Santa Fe Springs

Regular Meetings

#### **NEW BUSINESS**

6. Whittier Water Connection Upgrade – Authorization to Advertise for Construction Bids (Public Works)

May 28, 2020

#### Recommendation:

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

#### HOUSING SUCCESSOR

#### 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 Housing Successor.

Minutes of the April 23, 2020 Housing Successor Meeting (City Clerk)

#### Recommendation:

Approve the minutes as submitted.

#### 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 April 23, 2020 Successor Agency Meeting (City Clerk)

#### **Recommendation:**

Approve the minutes as submitted.

#### 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 April 23 and 29, 2020 Regular and Special City Council Meetings (City Clerk)

#### **Recommendation:**

- Approve the minutes as submitted.
- b. Status update for the appeal of a denial involving an application for a Conditional Use Permit (CUP Case No. 795), five (5) Zone Variances (ZV Case Nos. 82 and 84-87) and a Development Agreement (DA 01-2020), filed by Becker Boards, on a parcel located at 13539 Freeway Drive (APN: 8069-016-006) (Planning)

#### Recommendation:

- Receive and file the report.
- c. <u>Authorize the Disposal of Surplus Vehicles and Equipment by Way of Public Auction (Finance)</u>

Regular Meetings

#### Recommendation:

• Authorize the disposal of four (4) surplus vehicles, and various obsolete equipment at public auction.

#### **PUBLIC HEARING**

10. Resolution No. 9673 – Amendment of Water Rates and Related Charges for Fiscal Year 2020-2021 (Public Works)

#### Recommendation:

- Acknowledgement all written protests that have been received and verify that they do not exceed 50% of all City water customers;
- Conduct a Public Hearing on the proposed water rate increase; and
- Adopt Resolution No. 9673 to amend water rates and service charges effective June 1, 2020.

#### **NEW BUSINESS**

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

#### Recommendation:

- Approve Amendment Number Two to Lease Agreement between the City of Santa Fe Springs and The Whole Child to extend the lease term by one year for use of the modular building located at the Gus Velasco Neighborhood Center.
- 12. Engineering Project Management Services Various City of Santa Fe Springs Park Improvement Projects Award of Contract (Public Works)

#### Recommendation:

- Amend the Adopted the Adopted Capital Improvement Program for FY 2012/15 to include the Various City of Santa Fe Springs Park Improvement Projects;
- Accept the Proposals submitted by Onward Engineering;
- Award Contract to Onward Engineering from Anaheim, California for the Various City of Santa Fe Springs Park Improvement Projects Management Services in the total amount of \$171,168.00 (Los Nietos Park - \$22,800, Santa Fe Springs Park - \$36,892, Heritage Park -\$32,100, and Little Lake Park - \$79,376); and;
- Authorize the Mayor to execute the agreements with Onward Engineering.
- Authorize the Purchase of One (1) Ford F-150 and One (1) Ford F-250 from National Auto Fleet Group by Piggybacking off Sourcewell Cooperative Contract No. 120716-NAF (Finance)

#### Recommendation:

 Authorize the purchase of one (1) New 2020 Ford F-150 SuperCab from National Auto Fleet Group per attached quote ID 13487 R1 for \$34,512.57. Regular Meetings May 28, 2020

- Authorize the purchase of one (1) New 2020 Ford F-250 SuperCab from National Auto Fleet Group per attached quote ID 12608 R3 for \$43,728.19.
- Authorize the Director of Purchasing Services to issue a purchase order to National Auto Fleet Group for \$78,240.76 for the purchase of the above vehicles.

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

#### 15. COUNCIL COMMENTS

**RECESS TO CLOSED SESSION** [will not take place on Zoom or over telephone]

#### **CLOSED SESSION**

#### 16. THREAT TO PUBLIC SERVICES OR FACILITIES

(Pursuant to California Government Code Section 54957)

**Consultation with:** Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

#### **CLOSED SESSION**

#### 17. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

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

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

#### **CLOSED SESSION**

#### 18. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

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

#### **CLOSED SESSION**

#### 19. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Government Code Section 54956.8)

Property: APN #8009-007-930

Agency Negotiator: Wayne Morrell, Director of Planning

Negotiating Parties: Westland Real Estate Group

**Under Negotiation**: Price and Terms

**RECONVENE MEETING** [on Zoom and over telephone]

#### 20. CLOSED SESSION REPORT

#### 21. ADJOURNMENT

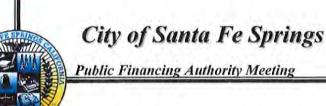
Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist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

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>; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.

Janet Martinez, CMC, City Clerk

May 26, 2020 Date Posted

# FOR ITEM NO. 4A PLEASE SEE ITEM NO. 9A



May 28, 2020

#### CONSENT CALENDAR

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

#### RECOMMENDATION

Receive and file the report.

#### BACKGROUND

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds Financing proceeds available for appropriation at 04/30/20 Outstanding principal at 04/30/20

None \$38,140,344

#### **Bond Repayment**

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

#### **Unspent Bond Proceeds**

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

#### 2016 Bond Refunding

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

Report Submitted By: Travis Hickey Finance and Administrative Services

#### 2017 Bond Refunding

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

Raymond R. Cruz

City Manager/Executive Director

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# FOR ITEM NO. 5A PLEASE SEE ITEM NO. 9A

May 28, 2020



#### CONSENT CALENDAR

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

#### RECOMMENDATION

Receive and file the report.

#### BACKGROUND

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

#### Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 04/30/20 Outstanding principal at 04/30/20

None \$6,890,000

#### Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 04/30/20 Outstanding principal at 04/30/20

None \$1,425,000

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

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

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

Report Submitted By: Travis Hickey Finance and Administrative Services

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

Raymond R. Cruz

City Manager/Executive Director

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Water Utility Authority Meeting

May 28, 2020

#### **CONSENT AGENDA**

Status Update of Water-Related Capital Improvement Projects

#### RECOMMENDATION

· Receive and file the report.

#### BACKGROUND

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

#### Whittier Water Connection Project

As a separate item on this agenda, staff is requesting authorization to advertise for the Whittier Water Connection Project. Plans and Specifications have been reviewed and approved by staff and the City of Whittier.

#### **FISCAL IMPACT**

The design of the Whittier Water Connection is fully funded from the Water Capital Improvement Projects Fund. However, funding has not been allocated for the construction of the project. The staff estimate for the project construction is approximately \$350,000. At the time staff requests the Award of Contract, staff will also request for construction funding for the project.

#### INFRASTRUCTURE IMPACT

The Whittier Water Connection Project will increase the water capacity into the City and reduce the dependency on the current connection with the Metropolitan Water District.

Raymond R. Cruz Executive Director

Attachments:

None

Report Submitted By:

Noe Negrete
Director of Public Works

Water Utility Authority Meeting

May 28, 2020

#### **NEW BUSINESS**

Whittier Water Connection Upgrade - Authorization to Advertise for Construction Bids

#### RECOMMENDATION

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

#### BACKGROUND

The City of Santa Fe Springs / Whittier Water Connection Upgrade project is located on Rivera Road approximately 130 feet east of Chetle Avenue. The scope of work consists of upgrading the existing municipal six (6) inch water line to an eight (8) inch water line. The new water connection would increase the City's water receiving capacity from 2,000 GPM (Gallons per Minute) to approximately 3,000 GPM.

The Whittier Water Connection project includes demolition of the existing six (6) inch connection and construction of a new eight (8) inch connection, new vault, meter, control valve, shut-off valve, furnishing and installing a 70 Foot communication tower for supervisory control and data acquisition (SCADA) and upgrading SCADA components. The project will also include trenching, trench shoring, furnishing and installing fittings, valves, all appurtenances, all pipe pressure testing and disinfection within the project area.

The construction cost estimate for the Santa Fe Springs / Whittier Water Connection Upgrade project is \$350,000. The total project costs including construction, engineering and inspection, and contingency are \$485,000.

The estimate is from the most current costs of similar projects in the area. The total project costs are as follows:

ITEM	BUDGET
Construction	\$ 350,000
Design	\$ 60,000
Engineering	\$ 25,000
Inspection	\$ 25,000
Contingency	\$ 25,000
Total Project Cost:	\$ 485,000

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 set of project specifications will be on file with the City Clerk.

#### FISCAL IMPACT

The Santa Fe Springs / Whittier Water Connection Project is an approved Capital Improvement Plan (CIP) project funded via Water CIP Funds with an original budget of \$65,000 for the design only. Staff will recommend an appropriation of funds at the

Report Submitted By:

Noe Negrete

Director of Public Works



time of Award of Contract.

#### INFRASTRUCTURE IMPACT

The proposed Santa Fe Springs / Whittier Municipal Water Connection project will increase receiving water capacity from 2,000 GPM to approximately 3,000 GPM. The increase of water from the Whittier Connection project will reduce the dependency of purchasing water from the Metropolitan Water District.

Raymond R. Cruz Executive Director

Attachment: None

# FOR ITEM NO. 7 PLEASE SEE ITEM NO. 9A

# FOR ITEM NO. 8 PLEASE SEE ITEM NO. 9A

### City of Santa Fe Springs

**City Council Meeting** 

May 28, 2020

#### **CONSENT AGENDA**

Minutes of the April 23 and 29, 2020 Regular and Special City Council Meetings

#### RECOMMENDATION(S)

Approve the minutes as submitted.

#### **BACKGROUND**

Staff has prepared minutes for the following meeting:

- April 23, 2020 Meeting Minutes
- · April 29, 2020 Special Meeting Minutes

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz City Manager

Smissity for

#### Attachments:

- 1. April 23, 2020 Meeting Minutes
- 2. April 29, 2020 Special Meeting Minutes

City Clerk Technician



## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

#### April 23, 2020

#### 1. CALL TO ORDER

Mayor Rounds called the meeting to order via teleconference at 6:01 p.m.

#### ROLL CALL

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

Members absent: None

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

#### 3. PUBLIC COMMENTS

There was no one wishing to speak during public comments.

#### PUBLIC FINANCING AUTHORITY

#### 4. CONSENT AGENDA

- Minutes of the March 26, 2020 Public Financing Authority (City Clerk)

  Recommendation:
  - · Approve the minutes as submitted.
- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA) (Finance)

#### Recommendation:

Receive and file the report.

It was moved by Councilmember Trujillo, seconded by Councilmember Trujillo, to approve Item Nos. 4A and 4B, by the following vote:

Aves:

Rodriguez, Trujillo, Zamora, Mora, Rounds

Naves:

None

Absent: None

### WATER UTILITY AUTHORITY

#### CONSENT AGENDA

a. Minutes of the March 26, 2020 Water Utility Authority (City Clerk)

#### Recommendation:

Approve the minutes as submitted.

Minutes of the April 23, 2020 Public Financing Authority, Water Utility Authority, Housing Successor, Successor Agency, and City Council Meetings

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

#### Recommendation:

- Receive and file the report.
- Status Update of Water-Related Capital Improvement Projects (Public Works) C.

#### Recommendation:

Receive and file the report.

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Rodriguez, to approve Item Nos. 5A, 5B, and 5C, by the following vote:

Ayes:

Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: Absent: None None

#### HOUSING SUCCESSOR

#### 6. CONSENT AGENDA

Minutes of the March 26, 2020 Housing Successor (City Clerk)

#### Recommendation:

• Approve the minutes as submitted.

It was moved by Councilmember Trujillo, seconded by Councilmember Zamora, to approve the minutes as submitted, by the following vote:

Ayes:

Rodriguez, Trujillo, Zamora, Mora, Rounds

Naves:

None

Absent:

None

#### SUCCESSOR AGENCY

#### **CONSENT AGENDA** 7.

Minutes of the March 26, 2020 Successor Agency (City Clerk)

#### Recommendation:

• Approve the minutes as submitted.

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

Ayes:

Rodriguez, Trujillo, Zamora, Mora, Rounds

Naves:

None

Absent:

None

#### CITY COUNCIL

#### **CONSENT AGENDA** 8.

Minutes of the March 26, 2020 Regular City Council Meetings (City Clerk)

#### Recommendation:

Approve the minutes as submitted.

It was moved by Councilmember Rodriguez, seconded by Councilmember Trujillo, to approve the minutes as submitted, by the following vote:

Ayes:

Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: Absent:

None

#### **NEW BUSINESS**

- 9. <u>Citywide Street and Parking Lot Sweeping Services Contract Extension (Public Works)</u>

  Recommendation:
  - Award a contract extension to Nationwide Environmental Services, Division of Joe's Sweeping, Inc. ("Nationwide") to provide Citywide Street and Parking Lot Sweeping Services;
  - Approve a 3.4% Cost-of-Living Adjustment (COLA) to the contract with Nationwide effective July 1, 2020, bringing the monthly amount to \$12,494.86; and
  - Authorize the Mayor to execute a Service Agreement with Nationwide Environmental Services of Norwalk, California to provide Citywide Street and Parking Lot Sweeping Services.

Director of Public Works, Noe Negrete provided a presentation on Item No. 9.

Councilmember Zamora asked about the bids being rejected back in 2012.

Director Negrete stated that Council rejected all bids in 2012 and continued with provider at the time, American Sweeping.

Mayor Pro Tem Mora asked if the 3.4 Cost-of-Living Adjustment increase would occur yearly.

Director Negrete and City Attorney Ivy M. Tsai responded that the contractor can request a Cost-of-Living increase each year.

Discussion ensued amongst council regarding the services provided by current street sweeping provider.

It was moved by Councilmember Zamora, seconded by Councilmember Trujillo, to award a contract extension to Nationwide Environmental Services, Division of Joe's Sweeping, Inc. ("Nationwide") to provide Citywide Street and Parking Lot Sweeping Services, approve a 3.4% Cost-of-Living Adjustment (COLA) to the contract with Nationwide effective July 1, 2020, bringing the monthly amount to \$12,494.86, and authorize the Mayor to execute a Service Agreement with Nationwide Environmental Services of Norwalk, California to provide Citywide Street and Parking Lot Sweeping Services, by the following vote:

Ayes:

Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes:

None

Absent: None

#### 10. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Ray Cruz spoke about restaurants located within the City. The City and Chamber of Commerce compiled a list of restaurants within the city that are offering takeout and delivery. Banners are placed around the city promoting the restaurants. He also spoke about the Vance and Hines located within the City continuing to operate under the County's guidelines.
- Director of Public Works, Noe Negrete spoke regarding the public notices going out for the water rate increasing. The public hearing is still scheduled for May 28, 2020. He urged anyone that had specific questions to go to billestimator.com/santafesprings to see specifics on their water changes. Lastly, he spoke about the next phase of the Florence Avenue Widening Project.
- Director of Planning, Wayne Morrell reported that the Planning Intern compiled the list of open restaurants within the City. He also spoke about the COVID-19 Resource Guide posted on the City's website which provides resources to local businesses amid the pandemic.
- Director of Police Services, Dino Torres spoke about informational flyers being delivered to the Placita and Costa Azul apartments regarding the temporary emergency rules suspending evictions. He also spoke about the code enforcement inspector surveying the City for bulky item removal.
- Fire Chief Brent Hayward provided an update on the number of confirmed COVID-19
  cases in Los Angeles County and surrounding cities. He also reported that the Santa Fe
  Springs Fire Department takes great care to disinfect and use precautions when being
  out on the field. He urged everyone to continue being fire safe while cooking at home.
- Director of Finance and Administrative Services, Travis Hickey recognized the efforts of
  the Purchasing Department Staff for providing sanitation supplies to City workers. The
  Purchasing Department was also able to provide City staff with facemasks from a local
  shirt printing company that has modified operations. Lastly, he spoke about meeting with
  the subcommittees to discuss the upcoming budget. He cited major uncertainties on
  incoming revenues due to the pandemic and talked about scheduling meetings with City
  departments to discuss the budget.
- Director of Community Services, Maricela Balderas spoke about Metro Little League photo distribution at Lake Center Park this weekend. Park staff will continue to monitor the parks for social distancing. She also provided an update on the senior congregate meal program. SASSFA is still delivering meals to over 90 seniors. She also reported that all Options for Learning childcare sites continue to stay closed and will provide updates over time. She reported that the City's caseworkers are checking on the welfare of the City's clients and are coordinating with outside partner agencies to continue offering services in the future. Lastly, she shared that City staff will be donating and delivering soon-to-expire canned goods to City agencies and seniors.

#### 11. COUNCIL COMMENTS

Councilmember Rodriguez expressed her gratitude for the compilation of the City's resource guide. She also thanked Purchasing Staff for procuring supplies, and thanked the Police and Fire Departments for caravanning for the drive-by birthdays. She also reported the Women's Club is creating bags for Mother's Day for those at the Allen House.

Councilmember Trujillo echoed Councilmember Rodriguez's sentiments and thanked staff for doing great work. She highlighted the great work by the City Manager Department's staff and expressed her excitement at being back in the Council Chambers when the pandemic is over.

Councilmember Zamora extended his thoughts and prayers that are working the frontlines of the pandemic. He encouraged everyone to take precautions and that everyone does what is necessary for their families and loved ones.

Mayor Pro Tem Mora thanked City staff, specifically department heads for continuing to run the City during the pandemic. He urged everyone to stay vigilant and to continue to support the local businesses. Lastly, he mentioned that Angelo's Burgers off Norwalk Boulevard is offering a 10% discount to Santa Fe High School students and city personnel.

Mayor Rounds thanked City staff for stepping up to the plate during these difficult times. He highlighted some concerns brought up by the community and continued to urge everyone to stay positive as things continue to develop.

#### **CLOSED SESSION**

#### 12. THREAT TO PUBLIC SERVICES OR FACILITIES

(Pursuant to California Government Code Section 54957)

**Consultation with:** Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

#### **CLOSED SESSION**

#### 13. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

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

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

#### **CLOSED SESSION**

#### 14. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

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

	ites of the April 23, 2020 Public Financing Authocessor Agency, and City Council Meetings	ority, Water Utility Authority, Housing Successor,
	Employees' Association	
15.	CLOSED SESSION  CONFERENCE WITH LEGAL COUNSE Initiation of litigation pursuant to Govern	EL - ANTICIPATED LITIGATION ment Code Section 54956.9(d)(4): One Case
16.	CLOSED SESSION  PUBLIC EMPLOYMENT  (Pursuant to California Government Coo TITLE: City Manager Evaluation	de Section 54957(b)(1))
	•	esed the meeting at 6:57 p.m. ened the meeting at 10:04 p.m.
17.	CLOSED SESSION REPORT City Attorney, Ivy M. Tsai provided a regiven to staff and no reportable action w	eport on the closed session item: Direction was vas taken.
18.	ADJOURNMENT  Mayor Rounds adjourned the meeting a Anita Hutchinson.	t 10:04 p.m. in memory of Rebecca Pearson and
	ATTEST:	William K. Rounds Mayor
	Janet Martinez City Clerk	Date



## MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

#### April 29, 2020

#### CALL TO ORDER

Mayor Rounds called the meeting to order via teleconference at 6:00 p.m.

#### ROLL CALL

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

Members absent: None

#### CITY COUNCIL

#### 3. PUBLIC COMMENTS

There was no one present to speak during public comments.

#### CLOSED SESSION

4. <u>CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION</u>
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): Two Cases

#### CLOSED SESSION

#### THREAT TO PUBLIC SERVICES OR FACILITIES

(Pursuant to California Government Code Section 54957)

Consultation with: Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

#### CLOSED SESSION

#### CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, Director of Finance, Human Resources Manager, City Attorney, Labor Negotiator.

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

#### **CLOSED SESSION**

#### CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

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

# Mayor Rounds recessed the meetings at 6:04 p.m. Mayor Rounds convened the meeting at 8:21 p.m.

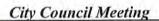
#### 8. CLOSED SESSION REPORT

City Attorney, Ivy M. Tsai, provided a report on the closed session items: Direction was given to staff and no reportable action was taken.

#### 9. ADJOURNMENT

Mayor Rounds adjourned the meeting at 8:21 p.m.

ATTEST:	William K. Rounds Mayor		
Janet Martinez City Clerk	 Date		



**CONSENT AGENDA** 

Status update for the appeal of a denial involving an application for a Conditional Use Permit (CUP Case No. 795), five (5) Zone Variances (ZV Case Nos. 82 and 84-87) and a Development Agreement (DA 01-2020), filed by Becker Boards, on a parcel located at 13539 Freeway Drive (APN: 8069-016-006)

#### RECOMMENDATION

Receive and file the report.

#### BACKGROUND

This report is for informational purposes only.

On February 13, 2020, the City Clerk's office received a formal appeal of the Planning Commission's actions relating to the subject applications on property located 13539 Freeway Drive. The appeal, submitted by Becker Boards, was received within the 14-day appeal period, as specified in Section 155.865 of the City's Zoning Regulations.

On March 12, 2020, in accordance with Section 155.866 of the City's Zoning Ordinance, the City Council unanimously voted in favor of setting the appeal matter as a public hearing before itself. The public hearing was originally scheduled for the April 9th City Council meeting to allow the City Council to consider the subject appeal. However, due to health concerns and travel limitations surrounding the Covid-19 (coronavirus) outbreak, the appellant requested that the matter be postponed until the May 28th City Council meeting.

On May 4, 2020, to ensure that Staff had sufficient time to send out the public hearing notice, staff followed-up with the appellant to confirm if they should continue to move forward with setting the public hearing for the May 28th City Council meeting. At this time, the appellant has asked that this matter be further postponed until the June 11th City Council meeting. Staff will reach out to the appellant prior to sending out the required Public Hearing notice for the June 11th meeting. If further postponement is requested, staff will provide the City Council with a subsequent update.

Raymond R. Cruz City Manager

Sumanty

Attachments:

1. May 4, 2020 e-mail from applicant's representative, Danielle Hayman.

Report Submitted By: Cuong Nguyen

Planning and Development Department

#### Cuong H. Nguyen

From: Danielle Hayman <dhayman@beckerboards.com>

Sent: Monday, May 04, 2020 4:47 PM

To: Cuong H. Nguyen

Cc: Teresa Cavallo; Joseph White; Mark Becker

Subject: Re: Appeal Submittal Request for 13539 Freeway Dr. Santa Fe Springs, CA 90670

Hi Cuong,

Hope you're doing well. Thank you for letting me know. We would like to postpone until June 11th, 2020. Please confirm. Thank you!

Thank you,

Danielle Hayman 818-943-0080

On May 4, 2020, at 3:54 PM, Cuong H. Nguyen < CuongNguyen@santafesprings.org > wrote:

Danielle – Hope you are doing well under the circumstances. At your earliest convenience, can you please speak with your team and let me know if you would still like to move forward with scheduling the appeal item for the May 28<sup>th</sup> City Council Agenda. Although we do have this entire week, I wanted to let you know in advance that we will need to send the Public Hearing Notice to the local newspaper early next week should you wish to move forward with the May 28<sup>th</sup> date.

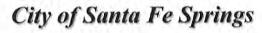
Alternatively, if you would like to postpone the matter further, please let me know which future City Council meeting you would like to target. Unless they are changed, below are the four City Council meetings following the May 28<sup>th</sup> meeting:

- Thursday, June 11, 2020
- Thursday, June 25, 2020
- Thursday, July 9, 2020
- Thursday, July 23, 2020

Please reply by next Monday (5/11) with confirmation on how you would like to proceed. Thank you in advance.

P.S. You should be aware that City Council meetings have and will continue to be conducted via Zoom for the foreseeable future. At this time, we do not know when the normal meeting format (whereby the public is able to physically attend) will resume.

Cuong Nguyen I Senior Planner
City of Santa Fe Springs I Planning Department
11710 Telegraph Road I Santa Fe Springs, CA 90670
(562) 868-0511, Ext 7359 I (562) 868-7112 Fax
cuongnguyen@santafesprings.org I www.santafesprings.org



City Council Meeting

May 28, 2020

#### CONSENT AGENDA

Authorize the Disposal of Surplus Vehicles and Equipment by Way of Public Auction

#### RECOMMENDATION

 Authorize the disposal of four (4) surplus vehicles, and various obsolete equipment at public auction.

#### BACKGROUND

There are a number of vehicles and equipment that are obsolete and need to be declared as surplus goods and disposed of by way of public auction.

#### Vehicles

The City's fleet includes three (3) replaced detective vehicles, units 544, 545, & 546 and one (1) water pumper standby utility truck. They are now eligible for disposal and sale. The vehicles have met the needed criteria for replacement or are in need of repairs costing more than the vehicle's value. In general, vehicles meet the criteria for replacement at 10 years of age and/or 100,000 miles. Following is a detailed list of the vehicles and equipment that will be sent to public auction:

Unit	Year	Make/Model	VIN#	Mileage
665	2008	Ford F-150	1FTVX12587NA41019	141,100
544	2007	Chevrolet/Malibu	1G1ZS58N57F1844186	87,900
545	2007	Nissan/Altima	1N4BL11D86N451380	87,200
546	2007	Toyota/Camry	4T1BB46K17U007007	72,400

#### Equipment

The following is a list of obsolete equipment.

- · (2) pallets of miscellaneous vehicle parts
- . (1) pallet of obsolete computer parts
- (1) truck bed
- (1) truck shell
- (1) pallet light housings

#### FISCAL IMPACT

Auction sale proceeds are recognized as applied revenue in various department budget accounts.

Raymond R. Cruz City Manager

Simontes for

Report Submitted By: Paul Martinez Finance Department

Water Utility Authority Meeting

May 28, 2020

#### PUBLIC HEARING

Resolution No. 9673 - Amendment of Water Rates and Related Charges for Fiscal Year 2020-2021

#### RECOMMENDATION

- Acknowledge all written protests that have been received and verify that they
  do not exceed 50% of all City water customers;
- Conduct a Public Hearing on the proposed water rate increase; and
- Adopt Resolution No. 9673 to amend water rates and service charges effective June 1, 2020.

#### BACKGROUND

Potable water rates and service charges were last amended by 11% in August 2016, to keep pace with the annual increases levied on the water by the Metropolitan Water District (MWD), Central Basin Municipal Water District (CBMWD) and the Water Replenishment District (WRD). During that same time-frame, MWD and WRD have raised their rates by approximately 22% and 31%, respectively. However, during the past seven years, the City has increased its water rates only once, in 2016. The City has not kept up with the rate increases passed on by other agencies and is now in a "catch up" mode to cover operating and maintenance costs of the water system.

Proposition 218 Compliance

For the City to amend water rates, the process must comply with California Constitution Article XIII D, Section 6, commonly referred to as Proposition 218. Additionally, the fee amount must not exceed the proportional cost of the services attributable to the parcel upon which the fee is imposed and any revenue derived from the fee may not exceed the funds required to provide the service. Under Proposition 218, a 45-day notice of the City's intent to increase rates must be sent to all customers before any City action is taken. At the end of the 45-day notice period, the City Council must hold a public hearing to receive comments for the proposed increase. Please note that the City cannot implement any rate adjustments if the City receives written protests from a majority of water customers. The approximate number of water customers is 6,400, and a majority protest would be 3,201 customers.

#### Timeline for Proposed Rate Increase

The following timeline outlines the implementation of a rate increase:

City Council Initiates Prop 218 Process	02/27/2020
Notice Mailed to Customers	04/13/2020
City Council Holds Public Hearing	05/28/2020
Rate Increase Implementation	06/01/2020

The City needs to implement water rates that will generate adequate revenue required to cover the costs to operate the City's water system. Without an adequate rate increase, the current revenue generated by water sales will be insufficient to cover the current and anticipated costs to operate the water system.

Imported Water

About 54% of the potable water used by City customers is purchased from the MWD. As a result of the annual MWD increases, plus the increases implemented by the CBMWD, the City's cost for imported water has steadily increased.

Pumped Water

Approximately 46% of the potable water needed to supply City customers, is pumped from underground aquifers and delivered to Santa Fe Springs' consumers through the Water Quality Protection Plan (WQPP). The WRD assesses a charge to all groundwater pumped known as the Replenishment Assessment (RA). The cost of pumped water is approximately 50% as compared to purchasing Imported Water. For this reason, City staff is working on providing treatment for the new Water Well No. 12, which has not been able to operate since it is not passing drinking water standards. The City must find new sources of Pumped Water as compared to keep purchasing costly Imported Water.

#### Recommended Changes in Rates and Service Charges

After evaluating various options, City staff determined that the water rates and service charges need to be increased as follows to generate additional revenue required to cover anticipated expenses. In general, the recommendation is for a four-year increase to potable water rates as shown below:

Effective Date	Rate Increase
June 1, 2020	9.5%
January 1, 2021	9.5%
January 1, 2022	9.5%
January 1, 2023	6.0%

Currently, the rate structure has 5 tiers for Single Family Residence (SFR) (Attachment No. 3), Multi-Family Residence (MFR), Commercial, and Senior Discount customers. The new rate structure is proposing 3 tiers for SFR and Senior Discount. The Senior Discount is proposed to increase from 15% to 25%. The uniform rate is proposed for MFR, Commercial, and all non-residential classes. The actual rate increase will vary depending on your customer's class and water consumption.

#### Effective Date of Rate Adjustments

All rate adjustments will go into effect on Monday, June 1, 2020. However, the actual date of implementation will be subject to billing schedules. The new rates and charges will be applied to the billing periods after June 1, 2020. Subsequent rate increases will be effective at the beginning of each calendar year.

#### Impact on Customers

If the adjustments proposed are implemented, the impact on residential and business customers would be as follows:

#### Residential Customers

The approximate impact on residential customers would be as follows:

Billing Units	Water Meter Size	(	Current Fee	F	Revised Fee	hange Per Bill
13	3/4"	\$	53.61	\$	59.69	\$ 6.08
18	1"	\$	73.15	\$	89.68	\$ 16.53

#### **Business Customers**

The actual impact for commercial customers is dependent on the quantity of water used, and the size of the customer's water meter. The following are examples provided to illustrate the impact on business customers.

Billing Units	Water Meter Size	Change
18	1.5"	\$ 6.60
30	2"	\$ 14.55
50	3"	\$ 6.83
100	4"	\$ 23.05

#### FISCAL IMPACT

The proposal to amend water rates and related charges is required to ensure that operating revenue will cover operating expenditures associated with water-funded operations.

#### **INFRASTRUCTURE IMPACT**

The proposed adjustments in rates and charges will provide the resources required to maintain the operation of the City's water system and to meet the water demands of residential and commercial customers.

Raymond R. Cruz Executive Director

Date of Report: May 21, 2020

#### Attachments:

Attachment No. 1: Resolution No. 9673

Attachment No. 2: Schedule of Water Rates and Related Charges Fiscal Year 2020/21

Attachment No. 3: Notice of Public Hearing

Attachment No. 4: Local Cities Monthly Water Rate Comparison

APPROVED: ITEM NO.:

#### **RESOLUTION NO. 9673**

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA AMENDING WATER RATES AND CHARGES FOR FY 2020/21

The City Council of the City of Santa Fe Springs does hereby resolve as follows:

<u>Section 1.</u> The water rates and charges for the City set forth pursuant to Section 53-28 of the City Code, are hereby established as follows:

#### a. Quantity Rates

#### Single Family Residential

First 900 cubic feet per month	\$2.56/100 cubic feet
Over 900 to 2,500 cubic feet/monthly	\$3.92/100 cubic feet
Over 2,500 cubic feet/monthly	\$5.62/100 cubic feet

#### All Other & Non-Residential Customer Classes (Uniform Rates)

Multi-Family Residential	\$3.66/100 cubic feet
Commercial / Industrial	\$3.66/100 cubic feet

#### b. Reclaimed Water Rates (Uniform Rate)

Reclaimed Water \$3.49/100 cubic feet

#### c. Senior Citizen Lifeline Rate

Residential customers who can verify that they meet the following eligibility requirements will receive a 25% discount on the first 900 cubic feet of water used each month:

- Applicant must be at least 60 years old
- Applicant must be a full-time resident of the City water service area
- The water bill must be in the name of the applicant
- The property listed on the water bill must be the primary residence of the applicant
- The total combined annual gross income of applicant's household must not exceed 175% of Federal poverty guidelines.

d.	Meter Service Charge	Per Meter	Per Month
	5/8 x 3/4inch	\$	20.97
	3/4 Inch	\$	20.97
	1 inch	\$	31.36
	1-1/2 inch	\$	57.33
	2 inch	\$	88.50
	3 inch	\$	171.62
	4 inch	\$	265.12
	6 inch	\$	524.86
	8 inch	\$	836.54
	10 inch	\$	2187.16

The service charge is applicable to all metered service. It is a readiness-to-serve charge to which is added to the consumption charge, computed at the quantity rates, for water used during the month.

e.	Fire Service Charge	Per Meter	Per Meter Per Month		
	2 inch DC	\$	15.70		
	4 inch DC	\$	40.89		
	6 inch DC	\$	108.52		
	8 inch DC	\$	225.17		
	10 inch DC	\$	400.63		

#### f. Late Payment Charge

If any account becomes delinquent, the City shall impose a fifteen dollar (\$15.00) late payment charge.

#### g. Reconnection Charge

Water service which has been shut off for failure to comply with any of the rules and regulations or to pay any rates, charges or penalties, as herein provided, shall not be restored until such rules and regulations and penalties have been complied with to the satisfaction of the City and payment is made of the amount due if any; and in addition thereto the amount of thirty dollars (\$30.00) shall be assessed for the expense of restoring water service for such occurrence.

#### h. Unauthorized Turn-On Charge

In the event that a customer turns on their water service, or allows any person other than an authorized City employee to turn on their water service, after the water service has been turned off by the City, a charge of seventy-five dollars (\$75.00) shall be added to the bill for the affected service for the first occurrence in a six-month period, and one hundred and fifty dollars (\$150.00) shall be assessed for the second and each subsequent occurrence in a six-month period.

<u>Section 2</u>. The foregoing rates and charges shall apply to all water used after June 1, 2020.

APPROVED and ADOPTED this 28th da	ay of May, 2020.
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	William K. Rounds, Mayor
Janet Martinez, CMC, City Clerk	

#### **ATTACHMENT NO. 2**

# Schedule of Proposed Water Rates and Related Charges for FY 2020/21

	<b>Proposed Fee</b>
Quantity Rates	
Single Family Residential	
Tier 1 (First 900 cubic feet per month)	\$2.56
Tier 2 (Over 900 and up to 2,500 cubic feet per month)	\$3.92
Tier 3 (Over 2,500 cubic feet per month)	\$5.62
All Other & Non-Residential Customer Classes (Uniform Rate)	
Multi-Family Residential (per cubic feet)	\$3.66
Commercial / Industrial	\$3.66
Reclaimed Water Rates (Uniform Rate)	
Reclaimed Water (per cubic feet)	\$3.49
Meter Service Charge (Per Month)	
5/8 x 3/4 inch meter	\$20.97
3/4 inch meter	\$20.97
1 inch meter	\$31.36
1-1/2 inch meter	\$57.33
2 inch meter	\$88.50
3 inch meter	\$171.62
4 inch meter	\$265.12
6 inch meter	\$524.86
8 inch meter	\$836.54
10 inch meter	\$2,187.16
Fire Service Charge (Per Month)	
2 inch fire service	\$15.70
4 inch fire service	\$40.89
6 inch fire service	\$108.52
8 inch fire service	\$225.17
10 inch fire service	\$400.63
Late Payment Charge \$15.00	-No Change-
Reconnection Charge \$30.00	-No Change-
Unauthorized Turn-on Charge	
1st occurrence in a six-month period \$75.00	-No Change-
2nd and subsequent occurrence in a six-month period \$150.00	-No Change-

### **Effective Date**

Proposed rates and charges are recommended to go into effect on June 1, 2020.

**ATTACHMENT NO. 3** 

# SANTA FE SPRINGS NOTICE OF PUBLIC HEARING

Concerning proposed changes to the City of Santa Fe Springs' water rate structure and adjustments to water rates and charges.

Date: THURSDAY, MAY 28, 2020

Time: 6:00 P.M.



The Santa Fe Springs City Council will conduct a public hearing to consider changes to the water rate structure and water rates and charges as explained in this notice. The proposed changes are based on an independent cost of service study that was completed in April 2020.

If adopted, the proposed rate increases would take effect on June 1, 2020, January 1, 2021, January 1, 2022, and January 1, 2023.

The public hearing will be conducted per California Constitution Article XIII D, Section 6 (also known as "Proposition 218"). This notice is being sent to all property owners and customers whose parcels receive water service from the City of Santa Fe Springs, who would be impacted by imposed rates and charges.

In accordance with the current State of Emergency for COVID-19 and the Governor's Executive Orders that temporarily suspend requirements of the Brown Act, teleconferencing will be used by City Council members and staff during this public hearing. Members of the public are invited to participate in the public hearing using the following means:



#### **Electronically using Zoom**

Go to **Zoom.us** and click on "Join A Meeting."

Zoom Meeting ID: 521620472

Password: 659847



#### By telephone

Dial: 888-475-4499 Meeting ID: 521620472

Under California State Law, all property owners and customers of record may submit a written protest to the proposed rate changes. Only one protest per parcel is permitted.

Please refer to the "How Can I Participate?" section of this document for instructions on submitting a formal written protest against the proposed action. More information is available online at www.santafesprings.org.

Calculate your bill under the proposed changes using our online estimator tool at www.billestimator.com/santafesprings.



# Why have I received this notice?



The City of Santa Fe Springs is committed to providing reliable water service at rates that do not exceed the cost of service, while protecting the public's investment in vital water infrastructure.

The City hired an independent, third-party expert to determine the cost of providing water and the revenue required to maintain current service levels. The result was recommended changes that fairly and equitably distribute the allocation of costs among all customer classes.

Customers who may be impacted by these changes are receiving this notice and are invited to provide feedback that the City Council will consider prior to voting on the proposal.

# **How can I participate?**

The City of Santa Fe Springs welcomes your participation and input throughout the process as the City Council considers the changes explained in this notice. If you have questions or comments about the proposed rates, you can:



Go online or call. The cost-of-service study and other information on the proposed adjustments and increases are available for review on our website: www.santafesprings.org. You can also reach us at (562) 868-0511.



Write. Written protests may be mailed in advance of the public hearing to the City of Santa Fe Springs, Attention: Noe Negrete, P.E., 11710 E. Telegraph Road, Santa Fe Springs, CA 90670.



Participate in the Public Hearing, which will be held on Thursday, May 28, 2020, at 6:00 p.m. Members of the public are invited to participate in the public hearing using the following means:



Electronically using Zoom

Go to Zoom.us and click on "Join A Meeting."

Zoom Meeting ID: 521620472

Password: 659847



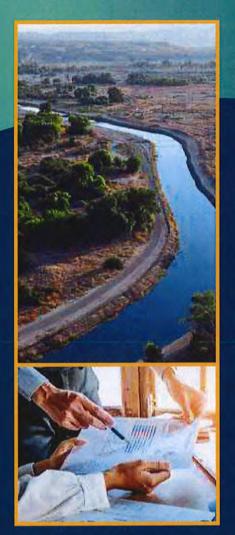
By telephone

Meeting ID: 521620472

All members of the public will have an opportunity to speak and give testimony regarding the proposed changes at the public hearing; however, only written protests will count toward a majority protest. Written protests must be received before the conclusion of the public hearing.

### **PUBLIC HEARING PROCESS**

At the public hearing, the City Council will hear and consider all protests and objections to the proposed increases. Protests submitted by email or other electronic means do not count as formal written protests; oral comments do not qualify as a formal protest unless accompanied by a written protest. Upon conclusion of the hearing, the City Council will evaluate the protests and consider the adoption of the proposed changes to the rate structure as well as proposed water rates and charges. The City Council is authorized to adopt proposed rates and charges if written protests against the proposed rates and charges, as outlined above, do not represent at least a majority of owners or customers of identified parcels impacted by proposed rates and charges. If adopted as proposed, the increased rates and charges become effective on June 1, 2020, January 1, 2021, January 1, 2022, and January 1, 2023.



# Why are new rates and charges being considered?

## **RISING COSTS**

The City is paying more to operate and maintain the water delivery system. Having implemented only one rate increase in the last seven years, the utility has been unable to keep pace with annual increases passed down from our wholesale suppliers, the City of Whittier, Central Basin Municipal Water District and the Water Replenishment District of Southern California. The City receives about **54 percent** of its water supply from imported sources, which are more expensive than pumping local groundwater.

## **FINANCIAL STABILITY**

The independent cost-of-service analysis revealed that without an adequate rate increase, the revenue generated by water sales will not be sufficient to cover the costs of operating the water system by fiscal year 2022-2023. The proposed rates would allow the City to fully fund operating expenses, capital costs and debt service, and meet reserve requirements.

# Where does your dollar go?

The graphic below shows how the City's Department of Public Works allocates each dollar of revenue from customers.





#### **DID YOU KNOW?**

As a public agency, the City cannot earn a profit from the services it provides and must charge no more than the actual costs associated with providing services to its customers.



# Water rate tiers for single-family residential customers:



#### Tier 1 - Indoor Water Use

Tier 1 is designed to provide an adequate allotment for household/indoor use. The proposed Tier 1 threshold would be 9 hcf per month, based on the new, state-mandated indoor water use efficiency standard of 55 gallons per person, per day.

#### The first-tier calculation:

55 gallons/per person per day **x** 30 days/month **x** 4 people/household **x** 1 hcf/748 gallons = 9 hcf (rounded up to nearest hcf)



#### Tier 2 - Outdoor Water Use

Tier 2 is designed to provide an adequate allotment for outdoor use for the average residential home. The proposed Tier 2 threshold is 25 hcf per month and is based on the average monthly water use of a single-family household during summer.



#### Tier 3 - Inefficient Use

Consumption falling into this tier is considered excessive use for a typical customer as it exceeds the average monthly summer use per residential unit.

# **Proposed Monthly Single-Family Residential Tiers**

Tier	Current	Proposed	Rationale
Tier 1	0 to 18	0 to 9	55 gallons per person per day, 4 people per household
Tier 2	19 to 36	10 to 25	Residential water usage over indoor allotment
Tier 3	37 to 100	Over 25	Highest 15% of residential usage
Tier 4	101 to 400		
Tier 5	Over 400		

For the single-family residential customer class, Tier 1 receives the least expensive source of water first. Tier 2 is a blended supply that includes the remaining amount of lowest-cost water and a portion of water from another source, which costs more. Tier 3 is served entirely by the higher cost water.

<sup>\*</sup>hcf - hundred cubic feet, which is equal to 748 gallons

## **Water Rate Structure**

The proposed water rate structure is comprised of two components: fixed monthly meter and fire service charges and variable quantity rates.



**FIXED CHARGES** are independent of the amount of water used. They cover non-fluctuating costs such as capital projects, transmission, distribution, meters and service.



**QUANTITY RATES** are calculated based on the amount of water moving through a customer's meter. These variable charges cover expenses such as purchased water, electricity and chemicals for treatment.



# **Proposed Monthly Meter Charges**

**Monthly meter charges** are fixed charges that help pay for the costs associated with meter reading, meter maintenance, billing and customer service. These charges are determined by meter size, not by the amount of water delivered, and are billed bi-monthly.

Meter Size	Current	Effective June 1, 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023
5/8 x 3/4-inch	\$12.40	\$20.97	\$22.97	\$25.16	\$26.67
3/4-inch	\$12.40	\$20.97	\$22.97	\$25.16	\$26.67
1-inch	\$16.09	\$31.36	\$34.34	\$37.61	\$39.87
1 ½-inch	\$59.55	\$57.33	\$62.78	\$68.75	\$72.88
2-inch	\$83.25	\$88.50	\$96.91	\$106.12	\$112.49
3-inch	\$167.61	\$171.62	\$187.93	\$205.79	\$218.14
4-inch	\$220.89	\$265.12	\$290.31	\$317.89	\$336.97
6-inch	\$277.00	\$524.86	\$574.73	\$629.33	\$667.09
8-inch	\$368.52	\$836.54	\$916.02	\$1,003.05	\$1,063.24
10-inch	\$555.00	\$2,187.16	\$2,394.95	\$2,622.48	\$2,779.83



**Equivalent meter units** are used to allocate meter-related costs appropriately and equitably. Larger meters impose larger demands; are more expensive to install, maintain, and replace than smaller meters; and commit a greater capacity in the water system.

Equivalent meter units are based on meter hydraulic capacity and are calculated to represent the potential demand on the water system compared to a base meter size.



# **Proposed Monthly Fire Service Charges**

**Monthly fire service** charges are for meters supplying hydrants or other fire suppression facilities and are used to cover additional overhead costs of serving and maintaining this infrastructure. These charges are based on meter size and are billed bi-monthly.

Meter Size	Current	Effective June 1, 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023
2 ½-inch	\$54.40	\$15.70	\$17.20	\$18.84	\$19.98
4-inch	\$82.14	\$40.89	\$44.78	\$49.04	\$51.99
6-inch	\$102.12	\$108.52	\$118.83	\$130.12	\$137.93
8-inch	\$138.75	\$225.17	\$246.57	\$270.00	\$286.20
10-inch	\$175.38	\$400.63	\$438.69	\$480.37	\$509.20



Similar to equivalent water meters, **private fire lines** and **public fire hydrants** are also converted to equivalent lines based on fire line capacities.



# Proposed Quantity Rates: single-family residential

Single-family residential and Senior Discount quantity rates reflect a three-tiered rate structure based on a monthly usage per one hundred cubic feet (hcf) and are billed bi-monthly. (1 hcf=748 gallons)

Tier	Current Monthly Tiers (hcf)	Current Rates	Proposed Monthly Tiers (hcf)	Effective June 1, 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023
Tier 1	0 - 18	\$3.17	0-9	\$2.56	\$2.81	\$3.08	\$3.27
Tier 2	19 - 36	\$3.62	10 - 25	\$3.92	\$4.30	\$4.71	\$5.00
Tier 3	37 – 100	\$4.14	26+	\$5.62	\$6.16	\$6.75	\$7.16
Tier 4	101 – 400	\$4.24	-	-	-		-
Tier 5	401+	\$4.34			·	_	



# Quantity Rates: ALL OTHER & NON-RESIDENTIAL CUSTOMER CLASSES

**Multi-family residential, commercial, institutional and reclaimed water customers** would move to a uniform quantity rate instead of tiers, to be billed bi-monthly. Usage is based on a monthly usage per one hundred cubic feet (hcf). (1 hcf = 748 gallons)

Current Quantity Tiered Rates				
Tier	Monthly Tiers (hcf)	Rates		
Tier 1	0 - 18	\$3.17		
Tier 2	19 - 36	\$3.62		
Tier 3	37 – 100	\$4.14		
Tier 4	101 – 400	\$4.24		
Tier 5	401+	\$4.34		

Proposed Quantity Uniform Rates				
Customer Class	June 2020	January 2021	January 2022	January 2023
Multi-Family Residential	\$3.66	\$4.01	\$4.40	\$4.67
Commercial/ Industrial	\$3.66	\$4.01	\$4.40	\$4.67
City Reclaimed	\$3.49	\$3.83	\$4.20	\$4.46
Reclaimed	\$3.49	\$3.83	\$4.20	\$4.46

# How will I be affected?

**Single-family residential** customers with a 3/4-inch meter, using the average 13 hcf\* a month, will see a monthly increase on their bill of about \$6.

#### **SFR Monthly Customer Impacts**

Bill Type	<b>13 hcf</b> \$59.69	
Proposed Monthly Bill		
Current Monthly Bill	\$53.61	
Difference	\$6.08	

**Commercial** customers with a 2-inch meter, using the average 80 hcf\* per month, will see a reduction in their bill of approximately \$6 per month.



#### **Commercial Monthly Customer Impacts**

Bill Type	80 hcf
Proposed Monthly Bill	\$381.30
Current Monthly Bill	\$387.63
Difference	- \$6.33



P.O. BOX 2120 SANTA FE SPRINGS, CA 90670-2120 PRSRT STD
U.S. POSTAGE
PAID
PERMIT NO. 1
SANTA FE SPRINGS, CA

**ECRWSS** 

## **IMPORTANT INFORMATION**

#### **NOTICE OF PUBLIC HEARING:**

Concerning proposed changes to the City of Santa Fe Springs' water rate structure and adjustments to water rates and charges.

For more information regarding this notice, call (562) 868-0511 or visit www.santafesprings.org

FOLLOW US:











**Thursday, May 28, 2020** 

Curious about how your bill might be impacted by the proposed rate changes?

You can find the answer quickly and easily using our online estimator tool. You will need the following information to make the calculation: water usage, customer type, and meter size, all of which can be found on your bill.



Visit us online at www.billestimator.com/santafesprings

#### **ATTACHMENT NO. 4**

#### MONTHLY WATER COST COMPARISON (1ST YEAR) WITH 9.5% PROPOSED RATE INCREASE **EFFECTIVE 6/1/2020**

		Average Residential	Bill
Water Purveyor	Monthly Cost	Other Agency Cost Compared City of Santa Fe Springs Proposed Rate	
City of Norwalk	\$115.18	98%	higher
City of Whittier	\$92.88	60%	higher
City of South Gate	\$77.74	34%	higher
City of Paramount	\$61.46	6%	higher
City of Pico Rivera	\$60.39	4%	higher
City of Santa Fe Springs (Proposed)	\$58.15		
City of Signal Hill	\$55.52	5%	lower
City of Santa Fe Springs (Current)	\$53.61		
City of Downey	\$46.63	20%	lower
City of Cerritos	\$33.55	42%	lower

#### Notes:

- (1) Monthly cost is for 1,300 cubic feet (9,725 gallons) and includes the meter charge (2) Cities of Downey and Whittier are 100% well water

City Council Meeting

May 28, 2020

#### **NEW BUSINESS**

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

#### RECOMMENDATION

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

#### BACKGROUND

At its May 23, 2019 City Council meeting, the City Council approved Amendment Number One to the Lease Agreement between the City of Santa Fe Springs and The Whole Child (TWC) to extend the lease term by one (1) year to allow them to continue to use the city-owned modular building adjacent to the Gus Velasco Neighborhood Center.

The Whole Child continues to operate the Family Housing Program, which addresses the multiple, complex needs of homelessness; and remains as the lead housing program serving families in the Southeastern Los Angeles County (SPA 7). The program provides coordinated supportive services (e.g. child/family therapy) and linkages to resources through the Departments of Public Social Services, Mental Health, and Public Health. The program also provides external resources including legal services, education and vocational training. From July 1, 2019 – April 30, 2020, the Whole Child has served 1,311 families throughout Spa 7 of which 43 were Santa Fe Springs families. Due to the COVID-19 pandemic, the Whole Child has experienced a 20% increase in families seeking homeless prevention and utility assistance services.

As the high demand for resources continues, especially during a time where agencies are coming together to support communities, the partnership with the Whole Child will allow the continuance of essential critical services to Santa Fe Springs and surrounding communities. Therefore, it is recommended that the City Council amend the lease agreement and extend the term of the lease by one (1) year commencing on June 1, 2020 and ending on May 30, 2021. The Whole Child agrees to continue to pay the monthly rate of \$250, which covers the monthly landscaping fees from the City's landscape vendor and continues to be responsible for any costs associated with maintenance and repairs to the facility, equipment, fixtures, and interior of the leased premises. The Whole Child will also remain responsible for paying all utilities including water, gas, electricity, telephone, cable and other utilities used.



May 28, 2020

**LEGAL REVIEW** 

The City Attorney has reviewed the proposed lease agreement.

FISCAL IMPACT

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

Raymond R. Cruz City Manager

Attachments:

1. Lease Agreement between the City of Santa Fe Springs and the Whole Child

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

Report Submitted By: Maricela Balderas, Director
Department of Community Services

Date of Report: May 14, 2020

#### **ATTACHMENT NO. 1**

#### **LEASE AGREEMENT**

BETWEEN

THE

**CITY OF SANTA FE SPRINGS** 

AND

THE WHOLE CHILD

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#### LEASE AGREEMENT

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

#### **RECITALS**

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

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

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

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

#### **SECTION 1. INCORPORATION OF RECITALS**

All of the recitals are incorporated herein by this reference.

#### **SECTION 2. LEASED PREMISES**

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

#### **SECTION 3. LEASE TERM**

- A. Term. The Term of this Lease Agreement shall be for a period of one (1) year ("Initial Term") commencing on June 1, 2018 ("Commencement Date"). Upon mutual agreement by Lessor and Lessee, subject to the rights of termination as set forth in Section 19.
- B. Holdover. In the event Lessee continues in possession of the Leased Premises following a termination authorized by this Lease or after the expiration of the Lease Term, such possession will not be considered a renewal of this Agreement. At Lessor's option, Lessor may either take legal action to remove Lessee from the Leased Premises in accordance with applicable law, or Lessee's holdover will be treated as a tenancy from month to month governed by the conditions and covenants contained in this Lease (or as otherwise required by law). During any holdover period, the Base Rent shall be increased so that it is five hundred dollars (\$500.00) per month.

#### SECTION 4. MONTHLY RENT

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

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

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

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

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

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

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

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

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

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

- A. Condition of Leased Premises. Lessee accepts the Leased Premises As-Is and is responsible for maintaining the Leased Premises up to a condition necessary for the use of the Leased Premises pursuant to this Agreement including any federal, state or local laws required for the operation of the Childcare Program. Any improvements, maintenance and/or repairs paid for and/or performed by Lessor, shall be in Lessor's sole discretion.
- B. Lessee's Maintenance and Repairs. Except as otherwise provided in this Agreement, Lessee shall, at its sole cost and expense, maintain and repair the facilities, equipment, fixtures, and interior portions of the Leased Premises, including the Lessee shall perform all repairs necessary to the facility, including all interior security gates, interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass (including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, and any system and/or equipment required or used in connection with Lessee's use under this Agreement.

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

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

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

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

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

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

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

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

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

#### SECTION 13. INSURANCE

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

1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than two million dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

2. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than one million dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

3. Workers' compensation insurance as required by the State of California. The Whole Child agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by The Whole Child for the City and to require each of its consultants, if any, to do likewise under their workers' compensation insurance policies.

- B. <u>Endorsements</u>. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
  - 1. Additional insured: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Whole Child pursuant to its contract with the City; products and completed operations of The Whole Child; premises owned, occupied or used by the Whole Child; automobiles owned, leased, hired, or borrowed by the Whole Child.

2. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

- 3. Other insurance: "The Whole Child insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy.
- 4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- 5. Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by Lessor. No policy of insurance issued as to which the Lessor is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- D. Certificates of Insurance. Lessee shall provide to Lessor's certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by Lessor, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.
- E. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which the Whole Child may be held responsible for payments of damages to persons or property.

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

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

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

#### SECTION 15. DESTRUCTION OF LEASED PREMISES

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

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

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

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

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

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

A. The nonpayment of rent when due, when the nonpayment continues for thirty (30) business days after written notice to pay rent or surrender possession of the Leased Premises has been

given by Lessor to Lessee.

B. A failure to perform any provision, covenant, or condition of this Lease, other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by Lessor to Lessee; provided however, that any such notice will be in lieu of, and not in addition to, any notice required under the unlawful detainer statutes, California Code of Civil Procedure Section 1161 et seq.

C. The abandonment or vacation of the Leased Premises before expiration of the term of this

Lease.

D. A receiver is appointed to take possession of all or substantially all of Lessee's personal property located at the Leased Premises or of Lessee's interest in this Lease, when possession is not restored to Lessee within thirty (30) days.

E. Lessee makes a general assignment for the benefit of creditors.

F. The execution, attachment, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Agreement, when the seizure is not discharged within thirty (30) days.

G. The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case

of a petition filed against Lessee, it is dismissed within 60 days).

#### SECTION 18. LESSOR'S REMEDIES

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

A. Continue this Lease in effect by not terminating Lessee's right to possession of the Leased Premises and thereby be entitled to enforce all Lessor's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or

B. Terminate this Lease and all rights of Lessee under the Lease and recover from Lessee:

1. The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Lease;

2. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;

3. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and

- 4. Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this lease; or
- 5. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Leased Premises in the manner provided by the California law of unlawful detainer then in effect.

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

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

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

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

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

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

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

LESSEE The Whole Child 10155 Colima Road Whittier, CA 90603

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

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

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

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

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

#### SECTION 24. SOLE AND ONLY AGREEMENT

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

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

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

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

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

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

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

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

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

#### SECTION 30. RELATIONSHIP OF PARTIES

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

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

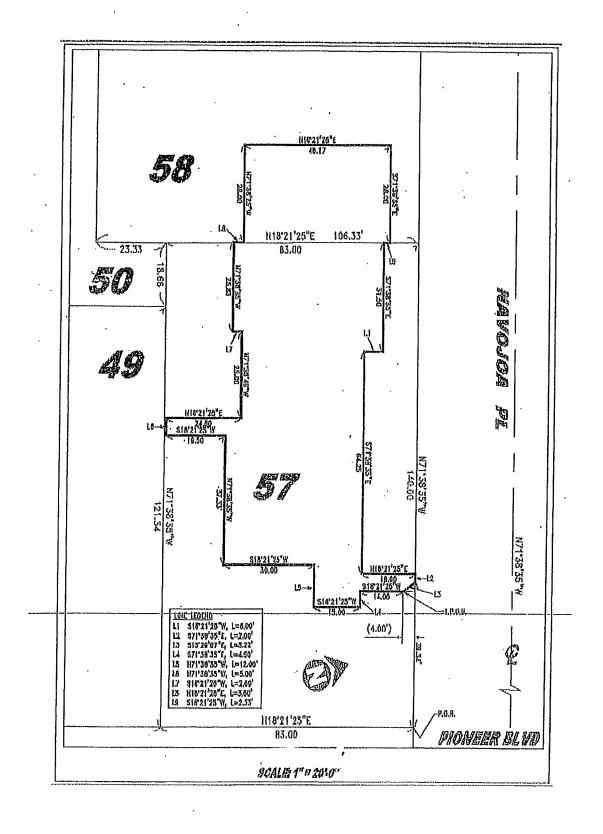
Lessee and Lessor will cooperate with Lessor each other in all respects, in its operation of the Building or the Property. Furthermore if at some later date Lessor desires to encumber the Property for any reason, in Lessor's sole discretion, will cooperate with Lessor in whatever manner is reasonably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

EXECUTED on 6/14/	1 <b>8</b> at	, Los Angeles County, California.
		e caused this Lease to be duly executed with all dates set forth opposite their signatures.
Jay Sarno, Mayor		Constanza Pachon, The Whole Child
ATTEST: Jaylet Martinez, Gity Clerk		
APPROVED AS TO FORM:  Yolanda M. Summerhill, City	Attorney Con	
rolanda W. Guillinerilli, Gity	Automoy	

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**EXHIBIT 1** 

#### SITE MAP OF PROPERT



#### ATTACHMENT NO. 2

#### AMENDMENT NUMBER TWO TO LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND THE WHOLE CHILD

This Amendment Number Two ("Amendment") is made and entered into this 28<sup>th</sup> day of May, 2020 ("Effective Date") by and between the City of Santa Fe Springs, a California municipal corporation ("City") and The Whole Child – Mental Health & Housing Services, a California nonprofit corporation ("The Whole Child").

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

WHEREAS, on May 23, 2020, the City and The Whole Child approved Amendment Number One to the Agreement to extend the lease term by one year and revise the monthly rent to reflect the exclusion of payment for electrical and water smart meter installations; and

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

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

- 1. The lease term set forth in Section 3 of the Agreement is extended for a period of one year commencing on June 1, 2020 and ending on May 30, 2021 with a monthly rent of two hundred and fifty dollars (\$250.00).
- 2. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

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

CITY OF SANTA FE SPRINGS	THE WHOLE CHILD
Raymond Cruz, City Manager	Constanza Pachon, Chief Executive Officer
Date:	Date:
APPROVED AS TO FORM:	
Ivy M. Tsai, City Attorney	
ATTEST:	
Janet Martinez, City Clerk	

City Council Meeting

May 28, 2020

#### **NEW BUSINESS**

<u>Engineering Project Management Services – Various City of Santa Fe Springs</u>

<u>Park Improvement Projects – Award of Contract</u>

#### RECOMMENDATION

- Amend the Adopted Capital Improvement Program for FY 2012/15 to include the Various City of Santa Fe Springs Park Improvement Projects;
- Accept the Proposals submitted by Onward Engineering;
- Award Contract to Onward Engineering from Anaheim, California for the Various City of Santa Fe Springs Park Improvement Projects Management Services in the total amount of \$171,168.00 (Los Nietos Park - \$22,800, Santa Fe Springs Park - \$36,892, Heritage Park - \$32,100, and Little Lake Park - \$79,376); and;
- Authorize the Mayor to execute the agreements with Onward Engineering.

#### BACKGROUND

The City Council, at their October 8, 2015 meeting, awarded a contract to each of the seven (7) Engineering Consulting Firms for On-Call Engineering Services. (Anderson Penna, BKF Engineers Surveyors Planners, Fountain Head, Onward Engineering, PreScience, South Star Engineering, and Consulting). One firm was subsequently bought out, and the City did not retain them for On-Call consideration.

The On-Call Engineering firms provide support services to the Public Works/Engineering Division staff. These services include, but are not limited to, project/construction management and inspection of capital improvements and general Staff augmentation for contract administration and construction management activities.

City staff is proposing Onward Engineering fulfill the staff augmentation and project/construction management components of the existing On-Call Engineering Services contract for the various park improvements projects. The Onward Engineering Project Manager will oversee the preparation of final plans specifications and engineering, final bid documents, incorporate current design standards, coordinate on-site utility research and manage the project during construction.

The various park improvement projects include:

 The Los Nietos Park. This project entails reconstructing the horseshoe pit area, painting the interior of the gym building, and parking lot expansion. The total estimated construction cost for these projects is \$285,000.

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

Date of Report: May 21, 2020

- Santa Fe Springs Park. This project entails painting the interior and exterior of the Recreation Building, furnishing and installing new cabinets in the Recreation Building, painting the formal picnic shelter shade cover, reconstructing the horseshoe pit area, and the north parking lot extension. The total estimated construction cost for these projects is \$461,150.
- Heritage Park. This project entails Native American Pond improvements, painting the train engine, caboose, and box car, and refurbishing the box car. The total estimated construction project cost for these project is \$401,250.
- The Little Lake Park. This project entails painting the interior and exterior of the Recreation Building, demolishing the bus stop cinder block columns and wooden bus bench as well as furnishing and installing new steel bus bench, reconstructing the horseshoe pit, and reconstructing the north and south parking lots. The total estimated construction cost for these projects is \$992,200.

#### CITY ATTORNEY REVIEW

The City Attorney's office has reviewed the proposed agreement.

#### FISCAL IMPACT

District Member Ian Calderon of the 57<sup>th</sup> Assembly District pledged financial assistance in the amount of \$2,520,000 to the City for improvements to existing City parks. The actual amount of the Grant is \$2,469,600 taking into account the State's cost for administrative fees. Therefore, this results in \$2,139,600 allocated for construction and \$330,000 for consulting costs. The total proposed cost for the project management services is \$171,168.00.

#### INFRASTRUCTURE IMPACT

The Various Santa Fe Springs park improvement projects will improve the structural condition and reduce maintenance costs for existing parking lots at Los Nietos Park, Santa Fe Springs Park, and Little Lake Park. In addition, the park improvement projects will improve the aesthetic look of interior and exterior infrastructures at Los Nietos Park, Santa Fe Springs Park, Heritage Park and Little Lake Park.

Raymond R. Cruz City Manager

Attachments:

Attachment No. 1: Professional Services Agreements Attachment No. 2: Onward Engineering Proposals

Report Submitted By: Noe Negrete, Director

Department of Public Works

Date of Report: May 21, 2020

#### ATTACHMENT NO. 1

# CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT WITH ONWARD ENGINEERING

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 28<sup>th</sup> day of May, 2020, ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and ONWARD ENGINEERING, a California corporation ("Consultant").

#### WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide project management services, as more fully described herein; and

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

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

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

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

#### 1.0. SERVICES PROVIDED BY CONSULTANT

- 1.1. <u>Scope of Services</u>. The Scope of Services is set forth in Consultant's Proposals attached hereto as Exhibit "A" and incorporated herein by this reference.
- 1.2. <u>Professional Practices</u>. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.
- 1.3. <u>Performance to Satisfaction of City</u>. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:
  - (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
  - (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

- (c) Terminate the Agreement as hereinafter set forth.
- 1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.
- 1.5. <u>Non-Discrimination</u>. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.
- 1.6. <u>Non-Exclusive Agreement</u>. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.
- 1.7. <u>Delegation and Assignment</u>. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.
- 1.8. <u>Confidentiality</u>. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

#### 2.0. COMPENSATION AND BILLING

- 2.1. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedules set forth in Exhibit A. Consultant's total compensation shall not exceed One Hundred Seventy-One Thousand One Hundred Sixty-Eight Dollars (\$171,168.00).
- 2.2. <u>Additional Services</u>. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or

approvals of such additional services or additional compensation shall be barred and are unenforceable.

- 2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.
- 2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

#### 3.0. TIME OF PERFORMANCE

- 3.1. <u>Commencement and Completion of Work</u>. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.
- 3.2. <u>Excusable Delays</u>. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

#### 4.0. TERM AND TERMINATION

- 4.2. <u>Notice of Termination</u>. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.
- 4.3. <u>Compensation</u>. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.
- 4.4. <u>Documents</u>. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or

unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

#### 5.0. INSURANCE

- 5.1. <u>Minimum Scope and Limits of Insurance</u>. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:
  - (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
  - (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
  - (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
  - (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.
- 5.2. <u>Endorsements</u>. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
  - (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with

- the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5.3. <u>Deductible or Self Insured Retention</u>. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- 5.4. <u>Certificates of Insurance</u>. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.
- 5.5. <u>Non-Limiting</u>. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

#### 6.0. GENERAL PROVISIONS

- 6.1. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.
- 6.2. <u>Representatives</u>. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

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

#### IF TO CONSULTANT:

IF TO CITY:

Onward Engineering 300 S. Harbor Boulevard, Suite 814 Anaheim, CA 92805 Tel: (714) 533-3050

Attn: Majdi Ataya, President

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

Tel: (562) 868-0511

Attn: Noe Negrete, Director of Public Works

- 6.5. <u>Attorneys' Fees</u>. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
- 6.6. <u>Governing Law.</u> This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.
- 6.7. <u>Assignment</u>. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.
- 6.8. <u>Indemnification and Hold Harmless</u>. To the fullest extent of the law, and consistent with Civil Code section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other

legal proceedings brought against City, its elected and appointed officials, officers, agents, and employees to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing design professional services pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, Consultant, its employees, and/or authorized recklessness, or willful misconduct of subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents, and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole or active negligence or willful misconduct of the City. Further, in no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault, unless otherwise specified in Civil Code section 2782.8. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

- Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.
- 6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby

agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

- 6.11. <u>Cooperation</u>. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
- 6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.
- 6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
- 6.14. <u>Conflict of Interest</u>. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- 6.15. <u>Responsibility for Errors</u>. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design

drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

- 6.16. <u>Prohibited Employment</u>. Consultant will not employ any regular employee of City while this Agreement is in effect.
- 6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.
- 6.18. <u>Costs</u>. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 6.20. <u>Headings</u>. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- 6.21. <u>Construction</u>. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.22. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.23. <u>Waiver</u>. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- 6.24. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired,

which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

- 6.25. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 6.26. <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

# Date: Majdi Atay, President Social Security or Taxpayer ID Number CITY OF SANTA FE SPRINGS Date: William K. Rounds, Mayor ATTEST: Janet Martinez, City Clerk APPROVED AS TO FORM: Date: Date: Date:

**CONSULTANT** 

## EXHIBIT A ONWARD ENGINEERING PROPOSALS

#### **EXHIBIT B**

#### **CERTIFICATES OF INSURANCE**

#### **ATTACHMENT NO. 2**



300 S, Harbor Blvd, Suite 814 Anaheim, CA, 92805 p: 714.533,3050 f: 714.948,8978 www.oe-eng.com

May 13, 2020

Robert Garcia, Public Works CIP Manager City of Santa Fe Springs Public Works Department 11710 Telegraph Road Santa Fe Springs, CA 90670

SUBJECT: Proposal to Provide Project Management Services on the Heritage Park Project

Onward Engineering (OE) presents this letter proposal to provide project management services to the City of Santa Fe Springs on the Heritage Park Project. This project entails Native American Pond improvements, painting the train engine, caboose, and box car, and refurbishing the box car. The PM will review as-built plans for the existing Pond, determine the most cost-effective methodology to provide Pond restoration effort, oversee the preparation of plans, specifications and estimates for improvements. Our PM will work with the City to onboard an engineering design firm to prepare the PS&E. The painting work will require that our PM review and research best current practices for pre-painting various in-field materials, wood, metal, etc. associated with railroad equipment and oversee the preparation of the specifications for field painting and safety protocol as appropriate. The PM will also review box car restoration alternatives and new material use as well as pre-restoration preparations. The estimated project cost is \$401,250.

OE proposes Donald Hoppe (Don) to serve as the Project Manager. Don has over 40 years of experience providing project and program management services to public agencies on capital improvement projects. His experience includes taking projects from the conceptual/planning phase, to design, and through construction.

#### FEE PROPOSAL ASSUMPTIONS

- Native American Pond Improvements (157.86 hours at \$140/hour) \$22,100
- Paint Train Engine, Caboose and Box Car (25.71 hours at \$140/hour) \$3,600
- Refurbish Box Car (45.71 hours at \$140/hour) \$6,400
- TOTAL Project Management Fee for this Project \$32,100

If you have any questions or require additional information, please feel free to contact me at any time at (714) 533-3050 or by email at <a href="mailto:mataya@oe-eng.com">mataya@oe-eng.com</a>.

Yours Truly,

Majdi Ataya Majdi Ataya, PE

President



#### QUALIFICATIONS



Years Of Experience



**BS: CIVIL ENGINEERING** CSU Polytechnic, Pomona, 1979

MA: PUBLIC ADMINISTRATION CSU, Fullerton



PE #34820

Registered Civil Engineer

PAST PRESIDENT

City Engineer's Association of Orange

OCTA CHAIRMAN

Technical Steering Committee & TAC

#### FIELDS OF EXPERTISE





DRAINAGE



PAVEMENT



PARK



TRAFFIC





BRIDGE



## DONALD HOPPE, PE

PROJECT MANAGER

#### **BACKGROUND**

Donald is a highly motivated and goal-oriented professional with demonstrated experience in project management, organizational management, conflict resolution, team development, critical thinking, analysis, and budgeting extensively for the public works industry, with a record of achieving outstanding results. Donald credits his record of meeting all goals and objectives with the ability to manage multiple projects and meet deadlines to his highly organized approach and an extremely strong work ethic. This, combined with a total commitment to excellence in all facets of job assignment, enables him to operate as an effective team player, working effectively with the City council, City manager, executive directors, technical personnel, skilled and non-skilled employees, the public, and outside public agencies. These excellent communication and presentation skills, along with his aquired skills acumen, brings a trusted and effective project manager to the table.

#### **EXPERIENCE**

#### DIRECTOR OF ENGINEERING - CIP PROJECTS

The City of FULLERTON

Donald was responsible for providing all Capital Improvement Program projects for the City of Fullerton and the City's former Redevelopment Agency, performed through an 8 year period. Along with an in-house staff of 40, Donald was involved in various fields of discipline, including public works design for all adopted CIP projects, construction management, water system design, NPDES compliance and monitoring, private development, public right of way interface, traffic engineering and traffic signal operations. In addition, Donald handled the City of Fullerton's departmental coordination with the Engineering Director and the airport manager for Fullerton's last remaining General Aviation Airport in Orange County. Donald's part ensured accurate management of the airport funds, as its operation is a primary business center on the west border of the City. Donald's involvement included:

#### Financial Management:

Preparing and presenting the department's \$24 million budget.

Plannina:

Coordinating with the public infrastructure on behalf of the various private development projects and implementing the former RDA specific plan process.

#### Construction Project Development:

Developing the City's 5-year CIP with a typical total cost in value ranging from \$25 million to \$45 million

#### Council Support & Interface:

Attending City Council meetings, and providing direct support to City Council through the City Manager's office.

#### **FULLERTON COMMUNITY CENTER PROJECT**

#### The City of FULLERTON

Danald served as Project Manager for the Fullerton Community Center Project, which was one of two major projects being undertaken as part of the Civic Center Area Improvements, and included significant renovations and additions, parking and circulation improvements, and street improvements to Commonwealth Avenue. The approximate cost of the project was \$29 million. Project funding was primarily by Redevelopment Agency (RDA) and bond proceeds, with additional funding from Park Dwelling Fund and from approved grants. The project scope included the demolition of the existing Senior Center and Boys and Girls Club structures, the construction of the 48,000 sq. ft. multi- purpose Community Center, and related site improvements along Commonwealth Avenue. The street work required the introduction of a new raised median island between Highland Avenue and Short Street with a signalized mid-block pedestrian crossing, hardscape and landscape improvements, the relocation of ingress/egress westerly to align with Short Street, and the relocation of traffic signals to the Commonwealth Avenue and Short Street intersection. Integration of existing parking assets was needed (including St. Mary's Catholic Church) and circulation routes. Improvements were also made on parking lot hardscape, landscape, lighting and signage, mid-block crossing, parking lots, and landscape renovations. The key planning element of the proposed Community Center was to maximize facility use by creating a "shared" facility for a variety of user groups. The project was a replacement of the existing public facilities located in Amerige Park. In addition, the plan included the relocation of the Amerige Brothers' Realty Office (a Historic Landmark). Coordination with other appointed bodies and contract agencies included the Fullerton Senior Citizens Club; the Fullerton Boys and Girls Club; the Fullerton Parks and Recreation Community Center Ad Hoc Planning Committee, the Fullerton Parks and Recreation Commission, and the Redevelopment Design Review Committee (RDRC). While the field and park elements were an important consideration in the site planning and facility design, proposed improvements primarily consist of landscape improvements and integration.

#### ST. COLLEGE BOULEVARD & RAYMOND AVENUE GRADE SEPARATION PROJECTS

#### The City of FULLERTON

Donald performed Project Management services for the City of Fullerton for this state and locally funded, Orange County Transportation Authority (OCTA) oversight grade separation project. The State College Boulevard and Raymond Avenue Grade Separation Projects was located on Raymond Avenue intersecting the Burlington Northern Santa Fe (BNSF) railroad. Construction activities involved the elimination of the at-grade railroad crossing on Raymond Avenue to facilitate better traffic flow and increase the safety for vehicular commuters. This undercrossing was intended for greatly improving vehicular traffic flow due to the annual increase in train traffic. Moreover the intent was to also reduce the potential for accidents on the road. The existing horizontal roadway configuration of Raymond Avenue was continually maintained even upon completion of the project. Significant coordination with the simultaneous State College Boulevard Grade Separation project was a special project challenge that was met successfully. The initial work had involved storm drain and utility relocations. Shoring review for the BNSF railroad bridge was required and the temporary bypass road for Raymond Avenue was successfully completed. As one of seven OCTA grade separations along this busy corridor, weekly collaboration and coordination with simultaneously on-going OCTA projects was essential.

#### BASTANCHURY ROAD WIDENING & IMPROVEMENTS PROJECT

#### The City of FULLERTON

Donald served as the Project Manager on the Bastanchury Road Widening Project for the City of Fullerton. The intent of the project was to construct improvements on Bastanchury Road between Harbor Boulevard and Fairway Isles Drive, a distance of approximately 1,950 feet, and to widen Bastanchury Road between Harbor Boulevard and just west of Fairway Isles Road from four to six lanes, a distance of approximately 1,693 feet. The remaining project segment of Bastanchury Road was restriped to be consistent with the widened cross section.

#### COMMONWEALTH AVENUE STORM DRAIN INSTALLATION

#### The City of FULLERTON

Donald served as the Project Manager on the Commonwealth Avenue Storm Drain Installation Project for the City of Fullerton. The project scope included the installation of a 30-inch storm drain underneath Commonwealth Avenue between Highland Avenue and Malden Avenue that was to be connected to an existing 48-inch storm drain in Highland Avenue. Catch basins were installed at the north side of the Commonwealth Avenue and Malden

intersection to reduce frequent intersection flooding. The project also included the reconstruction of curb, gutter, sidewalk, access ramps, and pavementat the northwest and northeast corners of Commonwealth Avenue and Malden Avenue.

#### DIRECTOR OF ENGINEERING & ACTING DIRECTOR OF MAINTENANCE

#### The City of FULLERTON

Donald held the Director I position for the City of Fullerton. His responsibilities included advising the City Council, the City Manager, and other city departments on issues pertaining to municipal maintenance, operations and capital improvements. Donald also represented the City in such matters before civic groups, the public and other agencies. Additionally, Donald served as the acting City Manager during the City Manager's absence. In this role, Donald was responsible for planning, organizing and directing the activities of the Maintenance Services Department, the Engineering Department and the City's Municipal Airport, and working alongside the 155 employees of the Maintenance Department. These roles included maintaining the City's buildings, facilities, parks, trees, medians, storm drains, sewer mains, streets, alleys, sidewalks, and automotive equipment. Donald was additionally involved with the City's enterprise fund, for the water and sewer utilities, where The Water System Manager/Deputy Director of Engineering reported to him, and directed on-going water system operations. The Engineering Division includes approximately 40 FTE's which is a mix of professional engineers and support staff. The airport staff consists of 6 FTE's and provides business support at the only remaining general aviation airport in Orange County and is also an independent self-supporting enterprise fund. A description of Donald's tasks includeed the following:

#### Organizational Management:

Donald reorganized and streamlined the entire department, reducing employees from 208 to 150 without loss of productivity or customer services, saving over\$1,000,000 annually.

#### Financial Management:

Donald prepared, presented, and managed the department's \$19 million budget. The department has never overspent the budget appropriation during his time there.

#### Manage for Performance:

Donald developed and supervised an Advanced Analysis Team to conduct performance audits, productivity studies, and bench-marking programs to measure efficiency and effectiveness with both the public and private sector. His efforts won the American Society of Public Administration's "Excellence in Local Government" award in 2000 for the Productivity Improvement Program.

#### **Employee Relations:**

Donald reduced labor unrest and employee grievances from four per-month to an average of one peryear. He also served as a key team member for management in the labor negotiations with the Police Officer's Association, the Police Management Association, and the Firefighter's Association.

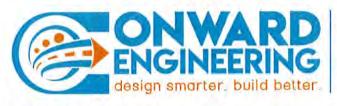
#### Customer Service:

Donald developed customer service surveys to determine citizen satisfaction with the services provided by the department both directly and indirectly.

#### DIRECTOR OF PUBLIC WORKS

#### The City of FULLERTON

Donald coordinated the merger of the Engineering Department and Maintenance Services; forming the new Public Works Department. This merger has streamlined the coordination of the CIP and maintenance activities, enhanced intra-departmental communications, and saved the City \$250,000 a year in initial salary savings. This position was formally adopted as part of the City's 2013-14 budget.



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May 13, 2020

Robert Garcia, Public Works CIP Manager City of Santa Fe Springs Public Works Department 11710 Telegraph Road Santa Fe Springs, CA 90670

SUBJECT: Proposal to Provide Project Management Services on the Little Lake Park Project

Onward Engineering (OE) presents this letter proposal to provide project management services to the City of Santa Fe Springs on the Little Lake Park Project. This project entails painting the interior and exterior of the Recreation Building, demolishing the bus stop cinder block columns and wooden bus bench as well as furnishing and installing new steel bus bench, reconstructing the horseshoe pit, and reconstructing the north and south parking lots. For the painting of the Recreation Building, our PM will oversee the preparation of the final specifications and bid documents. No engineering plans are anticipated for this work. Regarding the bus stop work, the PM will oversee the preparation of the plans and specifications for the removal and reconstruction of the bus stop as well as the horseshoe pit refurbishment. For the north and south parking lot construction, our PM will work with the City to onboard an engineering design firm to prepare the PS&E. The PM will also check that the design incorporates current design standards and conforms to the existing soils report. The PM will oversee the coordination of required on-site utility work, preparation of specifications and bid schedules for release, and preparation of line item construction estimates at 60% and 90% submittal milestones by the selected design firm. The estimated cost for these projects in Little Lake Park is \$992,200.

OE proposes Donald Hoppe (Don) to serve as the Project Manager. Don has over 40 years of experience providing project and program management services to public agencies on capital improvement projects. His experience includes taking projects from the conceptual/planning phase, to design, and through construction.

#### **FEE PROPOSAL ASSUMPTIONS**

- Paint Recreation Building-Interior (5.71 hours at \$140/hour) \$800
- Paint Recreation Building-Exterior (8.57 hours at \$140/hour) \$1,200
- Demo Bus Stop Cinder Block Columns and Wooden Bus Bench; Furnish and Install New Steel Bus Bench (11.54 hours at \$140/hour) \$1,616
- Reconstruct Horseshoe Pit Area (6.86 hours at \$140/hour) \$960
- Construct North Parking Lot (267.14 hours at \$140/hour) \$37,400
- Construct South Parking Lot (267.14 hours at \$140/hour) \$37,400
- TOTAL Project Management Fee for this Project \$79,376

If you have any questions, please contact me at (714) 533-3050 or by email at mataya@oe-eng.com.

Yours Truly,

Majdi Ataya, PE

President



#### QUALIFICATIONS



Years Of Experience



**BS: CIVIL ENGINEERING** CSU Polytechnic, Pomona, 1979

MA: PUBLIC ADMINISTRATION CSU, Fullerton



PE #34820

Registered Civil Engineer

PAST PRESIDENT

City Engineer's Association of Orange

OCTA CHAIRMAN

Technical Steering Committee & TAC

#### FIELDS OF EXPERTISE





DRAINAGE



PAVEMENT



PARK







BRIDGE



## DONALD HOPPE, PE

PROJECT MANAGER

#### **BACKGROUND**

Donald is a highly motivated and goal-oriented professional with demonstrated experience in project management, organizational management, conflict resolution, team development, critical thinking, analysis, and budgeting extensively for the public works industry, with a record of achieving outstanding results. Donald credits his record of meeting all goals and objectives with the ability to manage multiple projects and meet deadlines to his highly organized approach and an extremely strong work ethic. This, combined with a total commitment to excellence in all facets of job assignment, enables him to operate as an effective team player, working effectively with the City council, City manager, executive directors, technical personnel, skilled and non-skilled employees, the public, and outside public agencies. These excellent communication and presentation skills, along with his aquired skills acumen, brings a trusted and effective project manager to the table.

#### **EXPERIENCE**

#### DIRECTOR OF ENGINEERING - CIP PROJECTS

The City of FULLERTON

Donald was responsible for providing all Capital Improvement Program projects for the City of Fullerton and the City's former Redevelopment Agency, performed through an 8 year period. Along with an in-house staff of 40, Donald was involved in various fields of discipline, including public works design for all adopted CIP projects, construction management, water system design, NPDES compliance and monitoring, private development, public right of way interface, traffic engineering and traffic signal operations. In addition, Donald handled the City of Fullerton's departmental coordination with the Engineering Director and the airport manager for Fullerton's last remaining General Aviation Airport in Orange County, Donald's part ensured accurate management of the airport funds, as its operation is a primary business center on the west border of the City. Donald's involvement included:

#### Financial Management:

Preparing and presenting the department's \$24 million budget.

Planning:

Coordinating with the public infrastructure on behalf of the various private development projects and implementing the former RDA specific plan process.

#### Construction Project Development:

Developing the City's 5-year CIP with a typical total cost in value ranging from \$25 million to \$45 million

#### Council Support & Interface:

Attending City Council meetings, and providing direct support to City Council through the City Manager's office.

#### FULLERTON COMMUNITY CENTER PROJECT

#### The City of FULLERTON

Donald served as Project Manager for the Fullerton Community Center Project, which was one of two major projects being undertaken as part of the Civic Center Area Improvements, and included significant renovations and additions, parking and circulation improvements, and street improvements to Commonwealth Avenue. The approximate cost of the project was \$29 million. Project funding was primarily by Redevelopment Agency (RDA) and bond proceeds, with additional funding from Park Dwelling Fund and from approved grants. The project scope included the demolition of the existing Senior Center and Boys and Girls Club structures, the construction of the 48,000 sq. ft. multi- purpose Community Center, and related site improvements along Commonwealth Avenue. The street work required the introduction of a new raised median island between Highland Avenue and Short Street with a signalized mid-block pedestrian crossing, hardscape and landscape improvements, the relocation of ingress/egress westerly to align with Short Street, and the relocation of traffic signals to the Commonwealth Avenue and Short Street intersection. Integration of existing parking assets was needed (including St. Mary's Catholic Church) and circulation routes. Improvements were also made on parking lot hardscape, landscape, lighting and signage, mid-block crossing, parking lots, and landscape renovations. The key planning element of the proposed Community Center was to maximize facility use by creating a "shared" facility for a variety of user groups. The project was a replacement of the existing public facilities located in Amerige Park. In addition, the plan included the relocation of the Amerige Brothers' Realty Office (a Historic Landmark). Coordination with other appointed bodies and contract agencies included the Fullerton Senior Citizens Club; the Fullerton Boys and Girls Club; the Fullerton Parks and Recreation Community Center Ad Hoc Planning Committee, the Fullerton Parks and Recreation Commission, and the Redevelopment Design Review Committee (RDRC). While the field and park elements were an important consideration in the site planning and facility design, proposed improvements primarily consist of landscape improvements and integration.

#### ST. COLLEGE BOULEVARD & RAYMOND AVENUE GRADE SEPARATION PROJECTS

#### The City of FULLERTON

Donald performed Project Management services for the City of Fullerton for this state and locally funded, Orange County Transportation Authority (OCTA) oversight grade separation project. The State College Boulevard and Raymond Avenue Grade Separation Projects was located on Raymond Avenue intersecting the Burlington Northern Santa Fe (BNSF) railroad. Construction activities involved the elimination of the at-grade railroad crossing on Raymond Avenue to facilitate better traffic flow and increase the safety for vehicular commuters. This undercrossing was intended for greatly improving vehicular traffic flow due to the annual increase in train traffic. Moreover the intent was to also reduce the potential for accidents on the road. The existing horizontal roadway configuration of Raymond Avenue was continually maintained even upon completion of the project. Significant coordination with the simultaneous State College Boulevard Grade Separation project was a special project challenge that was met successfully. The initial work had involved storm drain and utility relocations. Shoring review for the BNSF railroad bridge was required and the temporary bypass road for Raymond Avenue was successfully completed. As one of seven OCTA grade separations along this busy corridor, weekly collaboration and coordination with simultaneously on-going OCTA projects was essential.

#### BASTANCHURY ROAD WIDENING & IMPROVEMENTS PROJECT

#### The City of FULLERTON

Donald served as the Project Manager on the Bastanchury Road Widening Project for the City of Fullerton. The intent of the project was to construct improvements on Bastanchury Road between Harbor Boulevard and Fairway Isles Drive, a distance of approximately 1,950 feet, and to widen Bastanchury Road between Harbor Boulevard and just west of Fairway Isles Road from four to six lanes, a distance of approximately 1,693 feet. The remaining project segment of Bastanchury Road was restriped to be consistent with the widened cross section.

#### COMMONWEALTH AVENUE STORM DRAIN INSTALLATION

#### The City of FULLERTON

Donald served as the Project Manager on the Commonwealth Avenue Storm Drain Installation Project for the City of Fullerton. The project scope included the installation of a 30-inch storm drain underneath Commonwealth Avenue between Highland Avenue and Malden Avenue that was to be connected to an existing 48-inch storm drain in Highland Avenue. Catch basins were installed at the north side of the Commonwealth Avenue and Malden

intersection to reduce frequent intersection flooding. The project also included the reconstruction of curb, gutter, sidewalk, access ramps, and pavementat the northwest and northeast corners of Commonwealth Avenue and Malden Avenue.

#### DIRECTOR OF ENGINEERING & ACTING DIRECTOR OF MAINTENANCE

#### The City of FULLERTON

Donald held the Director I position for the City of Fullerton. His responsibilities included advising the City Council, the City Manager, and other city departments on issues pertaining to municipal maintenance, operations and capital improvements. Donald also represented the City in such matters before civic groups, the public and other agencies. Additionally, Donald served as the acting City Manager during the City Manager's absence. In this role, Donald was responsible for planning, organizing and directing the activities of the Maintenance Services Department, the Engineering Department and the City's Municipal Airport, and working alongside the 155 employees of the Maintenance Department. These roles included maintaining the City's buildings, facilities, parks, trees, medians, storm drains, sewer mains, streets, alleys, sidewalks, and automotive equipment. Donald was additionally involved with the City's enterprise fund, for the water and sewer utilities, where The Water System Manager/Deputy Director of Engineering reported to him, and directed on-going water system operations. The Engineering Division includes approximately 40 FTE's which is a mix of professional engineers and support staff. The airport staff consists of 6 FTE's and provides business support at the only remaining general aviation airport in Orange County and is also an independent self-supporting enterprise fund. A description of Donald's tasks includeed the following:

#### Organizational Management:

Donald reorganized and streamlined the entire department, reducing employees from 208 to 150 without loss of productivity or customer services, saving over\$1,000,000 annually.

#### Financial Management:

Donald prepared, presented, and managed the department's \$19 million budget. The department has never overspent the budget appropriation during his time there.

#### Manage for Performance:

Donald developed and supervised an Advanced Analysis Team to conduct performance audits, productivity studies, and bench-marking programs to measure efficiency and effectiveness with both the public and private sector. His efforts won the American Society of Public Administration's "Excellence in Local Government" award in 2000 for the Productivity Improvement Program.

#### **Employee Relations:**

Donald reduced labor unrest and employee grievances from four per-month to an average of one peryear. He also served as a key team member for management in the labor negotiations with the Police Officer's Association, the Police Management Association, and the Firefighter's Association.

#### Customer Service:

Donald developed customer service surveys to determine citizen satisfaction with the services provided by the department both directly and indirectly.

#### DIRECTOR OF PUBLIC WORKS

#### The City of FULLERTON

Donald coordinated the merger of the Engineering Department and Maintenance Services; forming the new Public Works Department. This merger has streamlined the coordination of the CIP and maintenance activities, enhanced intra-departmental communications, and saved the City \$250,000 a year in initial salary savings. This position was formally adopted as part of the City's 2013-14 budget.



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May 13, 2020

Robert Garcia, Public Works CIP Manager City of Santa Fe Springs Public Works Department 11710 Telegraph Road Santa Fe Springs, CA 90670

SUBJECT: Proposal to Provide Project Management Services on the Los Nietos Park Project

Onward Engineering (OE) presents this letter proposal to provide project management services to the City of Santa Fe Springs on the Los Nietos Park Project. This project entails reconstructing the horseshoe pit area, painting the interior of the gym building, and parking lot expansion. For the horseshoe pits and the gym building painting, our PM will oversee the preparation of final specifications and final bid documents. For the parking lot refurbishment/expansion, our PM will work with the City to onboard an engineering design firm to prepare the PS&E. The PM will also check that the design incorporates current design standards and conforms to the existing soils report. The PM will oversee the coordination of required on-site utility work, preparation of specifications and bid schedules for release, and preparation of line item construction estimates at 60% and 90% submittal milestones by the selected design firm. The estimated cost for these projects in Los Nietos Park is \$285,000.

OE proposes Donald Hoppe (Don) to serve as the Project Manager. Don has over 40 years of experience providing project and program management services to public agencies on capital improvement projects. His experience includes taking projects from the conceptual/planning phase, to design, and through construction.

#### **FEE PROPOSAL ASSUMPTIONS**

- Reconstruct Horseshoe Pit Area (8.57 hours at \$140/hour) \$1,200
- Paint Gym Building Interior (8.57 hours at \$140/hour) \$1,200
- Parking Lot Expansion (145.71 hours at \$140/hour) \$20,400
- TOTAL Project Management Fee for this Project \$22,800

I will diligently act as your advocate and as an extension of your staff. If you have any questions, please contact me at (714) 533-3050 or by email at mataya@oe-eng.com.

Yours Truly,

Majoli Ataya Majdi Ataya, PE

President



#### QUALIFICATIONS



Years Of Experience



**BS: CIVIL ENGINEERING** CSU Polytechnic, Pomona, 1979

MA: PUBLIC ADMINISTRATION CSU, Fullerton



PE #34820

Registered Civil Engineer

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#### FIELDS OF EXPERTISE





DRAINAGE



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PARK



TRAFFIC







## DONALD HOPPE, PE

PROJECT MANAGER

#### **BACKGROUND**

Donald is a highly motivated and goal-oriented professional with demonstrated experience in project management, organizational management, conflict resolution, team development, critical thinking, analysis, and budgeting extensively for the public works industry, with a record of achieving outstanding results. Donald credits his record of meeting all goals and objectives with the ability to manage multiple projects and meet deadlines to his highly organized approach and an extremely strong work ethic. This, combined with a total commitment to excellence in all facets of job assignment, enables him to operate as an effective team player, working effectively with the City council, City manager, executive directors, technical personnel, skilled and non-skilled employees, the public, and outside public agencies. These excellent communication and presentation skills, along with his aquired skills acumen, brings a trusted and effective project manager to the table.

#### **EXPERIENCE**

#### **DIRECTOR OF ENGINEERING - CIP PROJECTS**

The City of FULLERTON

Donald was responsible for providing all Capital Improvement Program projects for the City of Fullerton and the City's former Redevelopment Agency, performed through an 8 year period. Along with an in-house staff of 40, Donald was involved in various fields of discipline, including public works design for all adopted CIP projects, construction management, water system design, NPDES compliance and monitoring, private development, public right of way interface, traffic engineering and traffic signal operations. In addition, Donald handled the City of Fullerton's departmental coordination with the Engineering Director and the airport manager for Fullerton's last remaining General Aviation Airport in Orange County. Donald's part ensured accurate management of the airport funds, as its operation is a primary business center on the west border of the City. Donald's involvement included:

#### Financial Management:

Preparing and presenting the department's \$24 million budget.

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#### Council Support & Interface:

Attending City Council meetings, and providing direct support to City Council through the City Manager's office.

#### **FULLERTON COMMUNITY CENTER PROJECT**

#### The City of FULLERTON

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#### ST. COLLEGE BOULEVARD & RAYMOND AVENUE GRADE SEPARATION PROJECTS

#### The City of FULLERTON

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#### BASTANCHURY ROAD WIDENING & IMPROVEMENTS PROJECT

#### The City of FULLERTON

Donald served as the Project Manager on the Bastanchury Road Widening Project for the City of Fullerton. The intent of the project was to construct improvements on Bastanchury Road between Harbor Boulevard and Fairway Isles Drive, a distance of approximately 1,950 feet, and to widen Bastanchury Road between Harbor Boulevard and just west of Fairway Isles Road from four to six lanes, a distance of approximately 1,693 feet. The remaining project segment of Bastanchury Road was restriped to be consistent with the widened cross section.

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intersection to reduce frequent intersection flooding. The project also included the reconstruction of curb, gutter, sidewalk, access ramps, and pavementat the northwest and northeast corners of Commonwealth Avenue and Malden Avenue.

#### DIRECTOR OF ENGINEERING & ACTING DIRECTOR OF MAINTENANCE

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#### Organizational Management:

Donald reorganized and streamlined the entire department, reducing employees from 208 to 150 without loss of productivity or customer services, saving over\$1,000,000 annually.

#### Financial Management:

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#### **DIRECTOR OF PUBLIC WORKS**

#### The City of FULLERTON

Donald coordinated the merger of the Engineering Department and Maintenance Services; forming the new Public Works Department. This merger has streamlined the coordination of the CIP and maintenance activities, enhanced intra-departmental communications, and saved the City \$250,000 a year in initial salary savings. This position was formally adopted as part of the City's 2013-14 budget.



300 S. Harbor Blvd. Suite 814 Anaheim, CA, 92805 p: 714.533,3050 f: 714.948,8978 www.oe-eng.com

May 13, 2020

Robert Garcia, Public Works CIP Manager City of Santa Fe Springs Public Works Department 11710 Telegraph Road Santa Fe Springs, CA 90670

SUBJECT: Proposal to Provide Project Management Services on the Santa Fe Springs Park Project

Onward Engineering (OE) presents this letter proposal to provide project management services to the City of Santa Fe Springs on the Santa Fe Springs Park Project. This project entails painting the interior and exterior of the Recreation Building, furnishing and installing new cabinets in the Recreation Building, painting the formal picnic shelter shade cover, reconstructing the horseshoe pit area, and the north parking lot extension. For the Recreation Building painting, our PM will oversee the preparation of final specifications and bid documents. Engineering plans are not anticipated for this work. As for the cabinet installations, the PM will confirm cabinet replacement scope, proposed materials and locations. The PM will also oversee the final preparation of the specifications and bid documents for painting the shade cover and horseshoe pit refurbishment. For the parking lot refurbishment/expansion, our PM will work with the City to onboard an engineering design firm to prepare the PS&E. The PM will also check that the design incorporates current design standards and conforms to the existing soils report. The PM will oversee the coordination of required on-site utility work, preparation of specifications and bid schedules for release, and preparation of line item construction estimates at 60% and 90% submittal milestones by the selected design firm. The estimated cost for these projects in Santa Fe Springs Park is \$461,150.

OE proposes Donald Hoppe (Don) to serve as the Project Manager. Don has over 40 years of experience providing project and program management services to public agencies on capital improvement projects. His experience includes taking projects from the conceptual/planning phase, to design, and through construction.

#### **FEE PROPOSAL ASSUMPTIONS**

- Paint Recreation Building-Interior (5.71 hours at \$140/hour) \$800
- Paint Recreation Building-Exterior (8.57 hours at \$140/hour) \$1,200
- Furnish and Install New Cabinets in Recreation Building (2.29 hours at \$140/hour) \$320
- Paint Formal Picnic Shelter Shade Cover (9.37 hours at \$140/hour) \$1,312
- Reconstruct Horseshoe Pit Area (6.86 hours at \$140/hour) \$960
- North Parking Lot Extension (230.71 hours at \$140/hour) \$32,300
- TOTAL Project Management Fee for this Project \$36,892

If you have any questions, please contact me at (714) 533-3050 or by email at mataya@oe-eng.com.

Yours Truly,

Majdi Ataya Majdi Ataya, PE

President



#### QUALIFICATIONS



Years Of Experience



**BS: CIVIL ENGINEERING** CSU Polytechnic, Pomona, 1979

MA: PUBLIC ADMINISTRATION CSU, Fullerton



PE #34820

Registered Civil Engineer

PAST PRESIDENT

City Engineer's Association of Orange

OCTA CHAIRMAN

**Technical Steering Committee & TAC** 

#### FIELDS OF EXPERTISE





DRAINAGE



PAVEMENT





TRAFFIC





BRIDGE



## DONALD HOPPE, PE

PROJECT MANAGER

#### **BACKGROUND**

Donald is a highly motivated and goal-oriented professional with demonstrated experience in project management, organizational management, conflict resolution, team development, critical thinking, analysis, and budgeting extensively for the public works industry, with a record of achieving outstanding results. Donald credits his record of meeting all goals and objectives with the ability to manage multiple projects and meet deadlines to his highly organized approach and an extremely strong work ethic. This, combined with a total commitment to excellence in all facets of job assignment, enables him to operate as an effective team player, working effectively with the City council, City manager, executive directors, technical personnel, skilled and non-skilled employees, the public, and outside public agencies. These excellent communication and presentation skills, along with his aquired skills acumen, brings a trusted and effective project manager to the table.

#### **EXPERIENCE**

#### **DIRECTOR OF ENGINEERING - CIP PROJECTS**

The City of FULLERTON

Donald was responsible for providing all Capital Improvement Program projects for the City of Fullerton and the City's former Redevelopment Agency, performed through an 8 year period. Along with an in-house staff of 40, Donald was involved in various fields of discipline, including public works design for all adopted CIP projects, construction management, water system design, NPDES compliance and monitoring, private development, public right of way interface, traffic engineering and traffic signal operations. In addition, Donald handled the City of Fullerton's departmental coordination with the Engineering Director and the airport manager for Fullerton's last remaining General Aviation Airport in Orange County. Donald's part ensured accurate management of the airport funds, as its operation is a primary business center on the west border of the City. Donald's involvement included:

#### Financial Management:

Preparing and presenting the department's \$24 million budget.

#### Planning:

Coordinating with the public infrastructure on behalf of the various private development projects and implementing the former RDA specific plan process.

#### Construction Project Development:

Developing the City's 5-year CIP with a typical total cost in value ranging from \$25 million to \$45 million

#### Council Support & Interface:

Attending City Council meetings, and providing direct support to City Council through the City Manager's office.

#### **FULLERTON COMMUNITY CENTER PROJECT**

#### The City of FULLERTON

Donald served as Project Manager for the Fullerton Community Center Project, which was one of two major projects being undertaken as part of the Civic Center Area Improvements, and included significant renovations and additions, parking and circulation improvements, and street improvements to Commonwealth Avenue. The approximate cost of the project was \$29 million. Project funding was primarily by Redevelopment Agency (RDA) and bond proceeds, with additional funding from Park Dwelling Fund and from approved grants. The project scope included the demolition of the existing Senior Center and Boys and Girls Club structures, the construction of the 48,000 sq. ft. multi- purpose Community Center, and related site improvements along Commonwealth Avenue. The street work required the introduction of a new raised median island between Highland Avenue and Short Street with a signalized mid-block pedestrian crossing, hardscape and landscape improvements, the relocation of ingress/egress westerly to align with Short Street, and the relocation of traffic signals to the Commonwealth Avenue and Short Street Intersection. Integration of existing parking assets was needed (including St. Mary's Catholic Church) and circulation routes. Improvements were also made on parking lot hardscape, landscape, lighting and signage, mid-block crossing, parking lots, and landscape renovations. The key planning element of the proposed Community Center was to maximize facility use by creating a "shared" facility for a variety of user groups. The project was a replacement of the existing public facilities located in Amerige Park. In addition, the plan included the relocation of the Amerige Brothers' Realty Office (a Historic Landmark). Coordination with other appointed bodies and contract agencies included the Fullerton Senior Citizens Club; the Fullerton Boys and Girls Club; the Fullerton Parks and Recreation Community Center Ad Hoc Planning Committee, the Fullerton Parks and Recreation Commission, and the Redevelopment Design Review Committee (RDRC). While the field and park elements were an important consideration in the site planning and facility design, proposed improvements primarily consist of landscape improvements and integration.

#### ST. COLLEGE BOULEVARD & RAYMOND AVENUE GRADE SEPARATION PROJECTS

#### The City of FULLERTON

Donald performed Project Management services for the City of Fullerton for this state and locally funded, Orange County Transportation Authority (OCTA) oversight grade separation project. The State College Boulevard and Raymond Avenue Grade Separation Projects was located on Raymond Avenue intersecting the Burlington Northern Santa Fe (BNSF) railroad. Construction activities involved the elimination of the at-grade railroad crossing on Raymond Avenue to facilitate better traffic flow and increase the safety for vehicular commuters. This undercrossing was intended for greatly improving vehicular traffic flow due to the annual increase in train traffic. Moreover the intent was to also reduce the potential for accidents on the road. The existing horizontal roadway configuration of Raymond Avenue was continually maintained even upon completion of the project. Significant coordination with the simultaneous State College Boulevard Grade Separation project was a special project challenge that was met successfully. The initial work had involved storm drain and utility relocations. Shoring review for the BNSF railroad bridge was required and the temporary bypass road for Raymond Avenue was successfully completed. As one of seven OCTA grade separations along this busy corridor, weekly collaboration and coordination with simultaneously on-going OCTA projects was essential.

#### **BASTANCHURY ROAD WIDENING & IMPROVEMENTS PROJECT**

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City Council Meeting

May 28, 2020

#### **NEW BUSINESS**

Authorize the Purchase of One (1) Ford F-150 and One (1) Ford F-250 from National Auto Fleet Group by Piggybacking off Sourcewell Cooperative Contract No. 120716-NAF

#### RECOMMENDATION

- Authorize the purchase of one (1) New 2020 Ford F-150 SuperCab from National Auto Fleet Group per attached quote ID 13487 R1 for \$34,512.57.
- Authorize the purchase of one (1) New 2020 Ford F-250 SuperCab from National Auto Fleet Group per attached quote ID 12608 R3 for \$43,728.19.
- Authorize the Director of Purchasing Services to issue a purchase order to National Auto Fleet Group for \$78,240.76 for the purchase of the above vehicles.

#### **BACKGROUND**

Replacement vehicles are budgeted annually to take the place of those that have reached the end of their mileage and/or service-use life cycle. In the FY 2019/20 Budget, the City Council approved the replacement of two (2) utility trucks that have met the replacement criteria. The table below matches the new vehicles with those being replaced

Unit	Year	Dept.	Make/Model	Mileage	Replaced With
607	2000	PW	Ford F-150	118,239	Ford F-150
639	2006	PW	Ford F-250	114,770	Ford F-250

The Director of Purchasing Services requests approval to authorize the purchase of these vehicles by "piggybacking" off a cooperative contract with Sourcewell, No. 120716-NAF through National Auto Fleet Group. The quoted amounts include all taxes, fees, and delivery.

#### FISCAL IMPACT

The City Council approved \$75,000 for the acquisition of these vehicles plus an additional \$30,000 for vehicle up-fits in the FY 2019/20 Budget. The Ford F-250 unit includes a service body up-fit. There is adequate budget to cover the cost of this acquisition.

Raymond R. Cruz City Manager

#### Attachment(s)

- 1. Ford F-150 Quote No. 13487 R1
- 2. Ford F-250 Quote No. 12608 R3

Report Submitted By: Paul Martinez Department: Finance

Date of Report: May 21, 2020



## **National Auto Fleet Group**

A Division of Chevrolet of Watsonville

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

4/27/2020 5/18/2020 Re-Configured

Quote ID: 13487 R1

Order Cut Off Date: 5/30/2020

Mr Ed Andrade city of santa fe springs

12636 Emmens Way

Sante Fe Springs, California, 90670

Dear Ed Andrade,

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

One (1) New/Unused (2020 Ford F-150 (X1C) XL 2WD SuperCab 8' Box 163" WB, factory order) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$39,960.00	\$30,825.18	22.860 %	\$9,134.82
factory order		\$0.00		
2 additional key(s)		\$400.00		
Tax (10.5000 %)		\$3,278.64		
Tire fee		\$8.75		
Total		\$34,512.57		

<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

# In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive Watsonville, CA 95076

Email: Fleet@NationalAutoFleetGroup.com

We will then send a W-9 if you need one

Please contact our main office with any questions: 1-855-289-6572

### **Vehicle Configuration Options**

ENGINE				
Code	Description			
99P	ENGINE: 2.7L V6 ECOBOOST, -inc: auto start-stop technology (STD)			
TRANSM	ISSION			
Code	Description			
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport (STD)			
WHEELS				
Code	Description			
64C	WHEELS: 17" SILVER STEEL, (STD)			
TIRES				
Code	Description			
	TIRES: P245/70R17 BSW A/S, (STD)			
PRIMAR	/ PAINT			
Code	Description			
YZ	OXFORD WHITE			
PAINT S	CHEME			
Code	Description			
	STANDARD PAINT			
SEAT TY	PE			
Code	Description			
AG	MEDIUM EARTH GRAY, VINYL 40/20/40 FRONT SEAT			
AXLE RA	ATIO			
Code	Description			
X19	3.55 AXLE RATIO, (STD)			
ADDITIO	NAL EQUIPMENT			
Code	Description			
85A	XL POWER EQUIPMENT GROUP, -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm			
53A	TRAILER TOW PACKAGE, -inc: Towing capability up to 11,300 lbs, tailgate LED, Engine Oil			
i	1			

/18/2020	Sell, service, and deliver letter
	Cooler, Auxiliary Transmission Oil Cooler, Class IV Trailer Hitch Receiver, towing capability up to 6,000 lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to 7,000 lbs, on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Upgraded Front Stabilizer Bar
422	CALIFORNIA EMISSIONS SYSTEM, -inc: Required code for California Emissions States registration, Optional code for Cross Border State dealers (Arizona, District of Columbia, Idaho, New Hampshire, Nevada, Ohio, Virginia and West Virginia)
93N	DEALER ORDER FOR CALIFORNIA STATES REGISTRATION, -inc: Federal Emissions state dealers ordering a California Emissions system (422) are also required to use order code 93N to attest that the vehicle is to be registered in a California Emissions state, Note: It is a violation of federal law for a Federal Emissions state dealer to sell a vehicle w/a California Emissions system for registration in a Federal Emissions state, unless the vehicle also meets EPA standards (i.e, 50-state emissions)
53B	CLASS IV TRAILER HITCH RECEIVER, -inc: towing capability up to 6,000 lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to 7,000 lbs, on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates, optional to all others
18B	BLACK PLATFORM RUNNING BOARDS
96W	TOUGH BED SPRAY-IN BEDLINER
942	DAYTIME RUNNING LAMPS, -inc: Non-controllable
55B	BOXLINK, -inc: 4 premium locking cleats
52P	SYNC, -inc: enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port
50S	CRUISE CONTROL
60M	FORDPASS CONNECT (4G), -inc: 4G LTE Wi-Fi hotspot connects up to 10 devices, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status, Note: Ford Telematics and Data Services Prep included for Fleet ONLY: FordPass Connect 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at www.fleet.ford.com or call 833-FCS-Ford or 833-327-3673, Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features, To activate, go to www.att.com/ford, FordPass Connect (optional on select vehicles), and Complimentary Connected Services are required for remote features (see FordPass Terms for details), Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Connected services excludes Wi-Fi hotspot
85H	BACKUP ALARM SYSTEM
OPTION	PACKAGE
Code	Description
100A	EQUIPMENT GROUP 100A BASE

## 2020 Fleet/Non-Retail Ford F-150 XL 2WD SuperCab 8' Box 163" WB

### **WINDOW STICKER**

2020 Ford	F-150 XL 2WD SuperCab 8' Box 163" WB	
CODE	MODEL	MSRP
X1C	2020 Ford F-150 XL 2WD SuperCab 8' Box 163" WB	\$34,135.00
	OPTIONS	
99P	ENGINE: 2.7L V6 ECOBOOST, -inc: auto start-stop technology (STD)	\$0.00
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport (STD)	\$0.00
64C	WHEELS: 17" SILVER STEEL, (STD)	\$0.00
	TIRES: P245/70R17 BSW A/S, (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
	STANDARD PAINT	\$0.00
AG	MEDIUM EARTH GRAY, VINYL 40/20/40 FRONT SEAT	\$0.00
X19	3.55 AXLE RATIO, (STD)	\$0.00
85A	XL POWER EQUIPMENT GROUP, -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm	\$1,170.00
53A	TRAILER TOW PACKAGE, -inc: Towing capability up to 11,300 lbs, tailgate LED, Engine Oil Cooler, Auxiliary Transmission Oil Cooler, Class IV Trailer Hitch Receiver, towing capability up to 6,000 lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to 7,000 lbs, on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Upgraded Front Stabilizer Bar	\$995.00
422	CALIFORNIA EMISSIONS SYSTEM, -inc: Required code for California Emissions States registration, Optional code for Cross Border State dealers (Arizona, District of Columbia, Idaho, New Hampshire, Nevada, Ohio, Virginia and West Virginia)	\$0.00
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153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates, optional to all others	\$0.00
18B	BLACK PLATFORM RUNNING BOARDS	\$250.00
96W	TOUGH BED SPRAY-IN BEDLINER	\$595.00
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55B	BOXLINK, -inc: 4 premium locking cleats	\$80.00
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85H	BACKUP ALARM SYSTEM	\$125.00
100A	EQUIPMENT GROUP 100A BASE	\$0.00
Please no	ote selected options override standard equipment	
	SUBTOTAL	\$38,265.00
	Advert/ Adjustments	\$0.00
	Manufacturer Destination Charge	\$1,695.00
	TOTAL PRICE	\$39,960.00
Est High	N/A MPG way: N/A MPG way Cruising Range: N/A mi	<i>*</i>

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

#### Standard Equipment

#### **MECHANICAL**

Engine: 2.7L V6 EcoBoost -inc: auto start-stop technology

Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-

wet/EcoSelect/sport

3.55 Axle Ratio

GVWR: 6,500 lbs Payload Package

Transmission w/SelectShift Sequential Shift Control

Rear-Wheel Drive

70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection

200 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

1800# Maximum Payload

Gas-Pressurized Shock Absorbers

Front Anti-Roll Bar

Electric Power-Assist Speed-Sensing Steering

23 Gal. Fuel Tank

Single Stainless Steel Exhaust

Double Wishbone Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

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

#### **EXTERIOR**

Wheels: 17" Silver Steel

Tires: P245/70R17 BSW A/S

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 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

Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Reverse Opening Rear Doors

Manual Tailgate/Rear Door Lock

Autolamp Fully Automatic Aero-Composite Halogen Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

#### **ENTERTAINMENT**

Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack (not available w/SYNC)

Radio w/Seek-Scan

Fixed Antenna

2 LCD Monitors In The Front

#### INTERIOR

Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest

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

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

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer,

Transmission Fluid Temp and Trip Odometer

Fixed Rear Windows

Front Cupholder

Rear Cupholder

Compass

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Glove Box

Interior Trim -inc: Cabback Insulator and Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

3 12V DC Power Outlets

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins

Manual 1st Row Windows	
Outside Temp Gauge	
Analog Display	
Front Center Armrest	
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints	
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)
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Dynamic Hitch Assist Back-Up Camera



## National Auto Fleet Group

490 Auto Center Drive, Watsonville, CA 95076 (855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

1/22/2020 4/28/2020 Re-Configured

Quote ID: 12608 R3

Order Cut Off Date: TBA

Mr Ed Andrade city of santa fe springs

12636 Emmens Way

Sante Fe Springs, California, 90670

Dear Ed Andrade,

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

One (1) New/Unused (2020 Ford Super Duty F-250 SRW (X2A) XL 2WD SuperCab 8' Box 164" WB, Harbor 8' Trademaster Service Body & Equipment (details enclosed).) and delivered to your specified location, each for

	One Unit
Contract Price	\$31,004.70
Harbor 8' Trademaster Service Body	\$8,160.40
& Equipment (details enclosed).	
2 additional key(s)	\$400.00
Tax (10.5000 %)	\$4,154.34
Tire fee	\$8.75
Total	\$43,728.19

- 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

# In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive Watsonville, CA 95076

Email: Fleet@NationalAutoFleetGroup.com

We will then send a W-9 if you need one

Please contact our main office with any questions: 1-855-289-6572

#### **Sales Quote**



255 Voyager Ave Brea, CA 92821 Phone: 714-996-0411

Fax: 714-996-0695

Sales Quote

SQ38546

Page 1 of 1

Sales Quote Date:

4/27/2020

Inside Sales Rep.:

Tony Anderson

Sell

WONDRIES FORD To:

NEIL

1330 W. MAIN ST. ALHAMBRA, CA 91801 626-414-2000

Ship

To: **WONDRIES FORD** 

NEIL

1330 W. MAIN ST. ALHAMBRA, CA 91801

Tax Ident. Type Legal Entity

Ship Via

**HARBOR** 

Terms

2% 10 Days, Net 30

Location

BREA

Territory **REGION 1**  **Customer ID** 

FLW01

Dealer Number SalesPerson

**DEALER #71E061** 

**JENNIFER** 

VIN

Harbor Truck Bodies is Not Held Responsible for any items not listed on this order/quote.

Pricing on quote is valid 30 days from sales quote date.

Item No.	Description	Exp. Notes	Unit	Qty.	<b>Unit Price</b>	Net Price
FORD-056-S-SRW	FORD 56" CA SUPER CAB SRW GASDEALER DROP SHIP		EACH	1		
HT098-1541A	CITY OF SANTA FE SPRINGS 8-FT TRADEMASTER FOR 56CA SRW. VERTICAL SERIES-C/S & S/S W/STAINLESS STEEL POP TOP LIDS. BODY IS APPROX 98"L, 79"W, 49" FLOOR, 41"H, 15"D		EACH	1	5,541.90	5,541.90
VOCAMUNTE	COMPARTMENTS.					•
Y08AWHITE	HARBOR WHITE SINGLE STAGE NON CLEAR COAT		EACH	1		
MBL08	BED LINER FOR 8-FT BODY (COVERS BED AREA, BACK WRAPPERS, BULKHEAD, &		EACH	1	682.50	682.50
RKTFLB098-1S41-L	TAILGATE) 8-FT TAPERED-LEG SIDE-LOADER OVER-CAB RACK W/ HOOKS, SWING AWAY REAR BAR, & REMOVABLE CROSSBARS, 72" FRONT LENGTH		EACH	1	1,207.50	1,207.50
Z08-F/BRUL79-08-LED	MOUNT U-RECESS BUMPER W/ 8" STEP & LED LIGHTS		EACH	1		
M7PRONG	7 PRONG TRAILER CONNECTOR (POLLAK)		EACH	1	144.20	144.20
MBCK-UP-FD-872D	AFTERMARKET BACK UP CAMERA INSTALLED ON PICKUP BED DELETE WITH CAMERA FUNCTION ENABLED (MBCK-UP-FD-872D)		EACH	1	209.30	209.30
MPDI	PDI FOR NEW VEHICLE		EACH	1	225.00	225.00
FUEL CHARGE	FUEL CHARGE		EACH	1	75.00	75.00
FREIGHT	Freight		EACH	1	75.00	75.00

Amount Subject to Sales Tax 0		Subtotal:	8,160.40
Amount Exempt from Sales Tax 8	,160.40	Invoice Discount:	0.00
Authorized Signature	Date	Total Sales Tax:	0.00
Dealer VIN/VON		-	
P.O.#		Total:	8.160.40

## **Vehicle Configuration Options**

ENGINE	•
Code	Description
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL, (STD)
TRANSM	IISSION
Code	Description
44S	TRANSMISSION: TORQSHIFT-G 6-SPD AUTO W/SELECTSHIFT, (STD)
WHEELS	
Code	Description
64A	WHEELS: 17" ARGENT PAINTED STEEL, -inc: painted hub covers/center ornaments (STD)
TIRES	
Code	Description
TD8	TIRES: LT245/75RX17E BSW A/S (4), -inc: Spare may not be the same as road tire (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
X37	3.73 AXLE RATIO, (STD)
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, Power Locks, Remote Keyless Entry, Manual Telescoping/Folding Trailer Tow Mirrors, power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock

Code 600A	Description ORDER CODE 600A		
OPTION	PACKAGE		
43C	110V/400W OUTLET, -inc: 1 in-dash mounted outlet		
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display w/4" display, Upfitters kit includes camera w/mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror		
66S	UPFITTER SWITCHES (6), -inc: Located in overhead console		
942	DAYTIME RUNNING LAMPS (DRL), -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable		
18B	PLATFORM RUNNING BOARDS		
512	SPARE TIRE, WHEEL, CARRIER & JACK		
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED), -inc: Custom accessory		
66D	PICKUP BOX DELETE, -inc: Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs, GVWR), Incomplete vehicle package - requires further manufacture and certification by a fin stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements), Rear Bumper Delete, Spare Wheel, Tire, Carrier & Jack Delete		

# 2020 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 2WD SuperCab 8' Box 164" WB

#### WINDOW STICKER

2020 Ford Super Duty F-250 SRW XL 2WD SuperCab 8' Box 164" WB		
CODE	MODEL	MSRP
X2A	2020 Ford Super Duty F-250 SRW XL 2WD SuperCab 8' Box 164" WB	\$36,570.00
	OPTIONS	
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL, (STD)	\$0.00
44S	TRANSMISSION: TORQSHIFT-G 6-SPD AUTO W/SELECTSHIFT, (STD)	\$0.00
64A	WHEELS: 17" ARGENT PAINTED STEEL, -inc: painted hub covers/center ornaments (STD)	\$0.00
TD8	TIRES: LT245/75RX17E BSW A/S (4), -inc: Spare may not be the same as road tire (STD)	\$0.00
<b>Z</b> 1	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
X37	3.73 AXLE RATIO, (STD)	\$0.00
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, Power Locks, Remote Keyless Entry, Manual Telescoping/Folding Trailer Tow Mirrors, power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	\$915.00
66D	PICKUP BOX DELETE, -inc: Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs, GVWR), Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements), Rear Bumper Delete, Spare Wheel, Tire, Carrier & Jack Delete	(\$625.00)
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED), -inc: Custom accessory	\$140.00
512	SPARE TIRE, WHEEL, CARRIER & JACK	\$295.00
18B	PLATFORM RUNNING BOARDS	\$445.00
942	DAYTIME RUNNING LAMPS (DRL), -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable	\$45.00
66S	UPFITTER SWITCHES (6), -inc: Located in overhead console	\$165.00
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display w/4" display, Upfitters kit includes camera w/mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror	\$415.00
43C	110V/400W OUTLET, -inc: 1 in-dash mounted outlet	\$175.00
600A	ORDER CODE 600A	\$0.00

SUBTOTAL \$38,540.00

Advert/ Adjustments \$0.00

Manufacturer Destination Charge \$1,695.00

TOTAL PRICE \$40,235.00

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: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel

Transmission: TorqShift-G 6-Spd Auto w/SelectShift

3.73 Axle Ratio

GVWR: 10,000 lb Payload Package

50-State Emissions System

Transmission w/Oil Cooler

Rear-Wheel Drive

72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection

157 Amp Alternator

Class V Towing Equipment -inc: Hitch and Trailer Sway Control

Trailer Wiring Harness

3870# Maximum Payload

**HD Shock Absorbers** 

Front Anti-Roll Bar

Firm Suspension

Hydraulic Power-Assist Steering

34 Gal. Fuel Tank

Single Stainless Steel Exhaust

Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

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

#### **EXTERIOR**

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments

Tires: LT245/75Rx17E BSW A/S (4) -inc: Spare may not be the same as road tire

Regular Box Style

Steel Spare Wheel

Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

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

Black Rear Step Bumper

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

Black Grille

Front License Plate Bracket

Tailgate Rear Cargo Access

Reverse Opening Rear Doors

Manual Tailgate/Rear Door Lock

Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

#### **ENTERTAINMENT**

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

Radio w/Seek-Scan

Fixed Antenna

SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port

#### INTERIOR

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

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

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

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

Fixed Rear Windows

FordPass Connect 4G LTE WiFi Mobile Hotspot Internet Access

Rear Cupholder

Manual Air Conditioning

HVAC -inc: Underseat Ducts

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

2 12V DC Power Outlets

Full Overhead Console w/Storage and 2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Underhood And Pickup Cargo Box Lights

Smart Device Remote Engine Start

Instrument Panel Covered Bin and Dashboard Storage

Manual 1st Row Windows

**Systems Monitor** 

Trip Computer

Outside Temp Gauge

Analog Display

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Securilock Anti-Theft Ignition (pats) Engine Immobilizer

Air Filtration

#### **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

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

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

Safety Canopy System Curtain 1st And 2nd Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters

Back-Up Camera