



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

TUESDAY, JULY 1, 2025
AT 5:00 P.M.

CITY HALL COUNCIL CHAMBERS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

CITY COUNCIL

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

CITY MANAGER

René Bobadilla, P.E.

CITY ATTORNEY

Rick Olivarez

CITY STAFF

Assistant City Manager
Fire Chief
Police Chief
Director of Community Development
Director of Community Services
Director of Finance
Director of Parks & Recreation
Director of Police Services
Director of Public Works
City Clerk

Nicholas Razo
Chad Van Meeteren
Aviv Bar
Cuong Nguyen
Maricela Balderas
Julio Morales
Gus Hernandez
Arlene Salazar
James Enriquez
Fernando N. Muñoz

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at City Hall – City Council Chambers, 11710 E. Telegraph Road, Santa Fe Springs, California. The meeting will be live streamed on the City's YouTube Channel and can be accessed on the City's website via the following link:

https://santafesprings.gov/city_council/city_council_meetings/index.php

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.

SB 1439: Effective January 1, 2025, City Council Members are subject to SB 1439 and cannot participate in certain decisions for a year after accepting campaign contributions of more than \$500 from an interested person. The Council Member would need to disclose the donation and abstain from voting.

Public Comments: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council on the day of the meeting, please fill out a speaker card provided at the door and submit it to City Clerk staff. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.gov. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Council Meeting Start Times: If there is a closed session or study session scheduled on the agenda, the regular meeting shall be scheduled to start at 5:00 p.m. and open session shall start at 6:00 p.m. If there is no closed session or study session scheduled on the agenda, the regular meeting shall be scheduled to start at 6:00 p.m.

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

CALL TO ORDER**ROLL CALL****PUBLIC COMMENTS ON CLOSED SESSION ITEMS**

At this time, the general public may address the City Council on closed session items *only*. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the City Council.

CITY COUNCIL

1. CLOSED SESSION**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Pursuant to Government Code Section 54956.8)

Property: APN: 8001-003-934

Agency negotiator: René Bobadilla, City Manager and Cuong Nguyen, Director of Community Development

Negotiation parties: Jamboree Housing Corporation

Under negotiation: Price and terms of payments as relates to interests in real property

2. CLOSED SESSION**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Pursuant to Government Code Section 54956.8)

Property: APNs: 8011-002-901, -902, -903, and 8011-003-955 to -979 (MC&C IV)

Agency negotiator: René Bobadilla, City Manager and Cuong Nguyen, Director of Community Development

Negotiation parties: Vehicle Parking Limited, LLC

Under negotiation: Lease price and terms of payments as relates to interests in real property

SUCCESSOR AGENCY

3. CLOSED SESSION**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Pursuant to Government Code Section 54956.8)

Property: APNs: 8011-018-900, -901, -902, -903, -904, -905, -906, AND 8011-019-911 (MC&C III)

Agency negotiator: René Bobadilla, City Manager and Cuong Nguyen, Director of Community Development

Negotiation parties: Vehicle Parking Limited, LLC

Under negotiation: Lease price and terms of payments as relates to interests in real property

CLOSED SESSION REPORT

REGULAR SESSION – BEGINNING AT 6:00 P.M.

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

4. RECOGNITION OF YOUTH SOCCER TEAM FOR WINNING TOURNAMENT (PARKS & RECREATION)
5. BEST OF SFS: INSPIRING SERVICES – “THE POWER OF GIVING BACK” (PARKS & RECREATION)
6. PRESENTATION OF APPRECIATION TO ESPN LA AND THE ESPARZA FAMILY (PARKS & RECREATION)
7. EVERY 15 MINUTES (PARKS & RECREATION)
8. LOS ANGELES COUNTY VECTOR CONTROL – MOSQUITO SEASON PRESENTATION (CITY MANAGER)
9. NORTH STAR ALLIANCES PRESENTATION (PARKS & RECREATION)
10. RECOGNITION OF KATHIE FINK (CITY MANAGER)

CHANGES TO AGENDA

PUBLIC COMMENTS ON NON-AGENDA & NON-PUBLIC HEARING AGENDA ITEMS

At this time, the general public may address the City Council on both non-agenda *and* non-public hearing agenda items. Comments relating to public hearing items will be heard during the public hearing. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

11. **CONFIRMATION OF 2024/25 WEED ABATEMENT CHARGES (CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Open the Public Hearing;
 - 2) Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
 - 3) Confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2024/25 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.
- 12. RESOLUTION NO. 9963 – AMENDING RESOLUTION NO. 9947 ADDING TWENTY-THREE (23) NEW FEES, AMENDING EIGHT (8) FEES, AND MOVING FOUR (4) FEES FROM POLICE SERVICES TO COMMUNITY DEVELOPMENT TO THE CITY OF SANTA FE SPRINGS COMPREHENSIVE FEE SCHEDULE FOR FISCAL YEAR 2024-25, AND UPDATING THE NAME TO THE CITY OF SANTA FE SPRINGS COMPREHENSIVE FEE SCHEDULE (FINANCE)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Open the Public Hearing;
 - 2) Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
 - 3) Adopt Resolution No. 9963, which amends Resolution No. 9947, adopted on March 4, 2025, to add twenty-three (23) new fees, amend eight (8) existing fees, and move four (4) fees from Police Services to Community Development from the City of Santa Fe Springs Comprehensive Fee Schedule for Fiscal Year 2024-25;
 - 4) Update the name from City of Santa Fe Springs Comprehensive Fee Schedule for Fiscal Year 2024-25 to the City of Santa Fe Springs Comprehensive Fee Schedule;
 - 5) Take such additional, related, action that may be desirable.
- 13. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 9968 CONFIRMING THE FISCAL YEAR 2025-26 ENGINEER'S REPORT FOR THE ANNUAL HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-1 (HAWKINS STREET AND PALM DRIVE) AND LEVYING SUCH ASSESSMENTS (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Conduct a Public Hearing and consider adopting Resolution No. 9968 confirming the Fiscal Year 2025-26 Engineer's Report for the Annual Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive); and,

- 2) Authorize the Levying of the Fiscal Year 2025-26 Assessments; and,
- 3) Take such additional, related, action that may be desirable.

14. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 9969 CONFIRMING THE FISCAL YEAR 2025-26 ENGINEER'S REPORT FOR THE ANNUAL SANTA FE SPRINGS LIGHTING DISTRICT NO. 1 AND LEVYING SUCH ASSESSMENTS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Conduct a Public Hearing and consider adopting Resolution No. 9969 confirming the Fiscal Year 2025-26 Engineer's Report for the Annual Santa Fe Springs Lighting District No. 1; and,
- 2) Authorize the Levying of the Fiscal Year 2025-26 Assessments; and,
- 3) Take such additional, related, action that may be desirable.

OLD BUSINESS

15. 2026 TOURNAMENT OF ROSES FLOAT DESIGN SELECTION (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

- 1) Review the three (3) Rose Float designs, presented by Phoenix Design Company (Phoenix), and select one (1) for production for the 2026 Tournament of Roses parade; and
- 2) Take such additional, related, action that may be desirable.

REGULAR BUSINESS

16. CONSIDERATION AND APPROVAL OF A RESOLUTION DECLARING A FISCAL EMERGENCY AND CALLING A SPECIAL MUNICIPAL ELECTION TO PRESENT VOTERS WITH A BALLOT MEASURE TO INCREASE THE CITY'S TRANSACTIONS AND USE TAX ALONG WITH OTHER ELECTION-RELATED ACTION; AND FIRST READING APPROVAL OF A RELATED ORDINANCE CODIFYING THE PROPOSED INCREASE, SUBJECT TO VOTER APPROVAL (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

- 1) Subject to adoption by the electorate, give first reading to Ordinance No. 1160 of the City of Santa Fe Springs, California ("City") increasing the City's existing transactions and use tax rate from 1% to 1.25% and making such other

administrative amendments and updates requested by the California Department of Tax and Fee Administration; and

- 2) Adopt Resolution No. 9970 (i) Declaring a fiscal emergency within the meaning of Article XIII C, §2 of the California Constitution; (ii) Calling and Giving Notice of a November 4, 2025 Special Election for the Submission of a Ballot Measure to Santa Fe Springs Voters increasing the City's 1% Transactions and Use Tax rate to 1.25%; (iii) Requesting Consolidation of Said Special Election with the County-Administered Election of the Same Date; (iv) Requesting that the Los Angeles County Registrar-Recorder/County Clerk Provide Specific Election Administration Services; and (v) Setting Priorities for Filing Written Arguments and Rebuttals Regarding the Ballot Measure and Directing Preparation of An Impartial of Analysis; and
- 3) Discuss and take action regarding the preparation of ballot arguments.
- 4) Take such additional, related, action that may be desirable.

17. APPOINTMENTS TO THE YOUTH LEADERSHIP COMMITTEE (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

- 1) Review and make appointments to the Youth Leadership Committee as desired; and
- 2) Take such additional, related action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

PUBLIC FINANCING AUTHORITY

18. MINUTES OF THE JUNE 17, 2025 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Approve the minutes as submitted.

19. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY (PFA) (FINANCE)

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Receive and file the report.

WATER UTILITY AUTHORITY

20. MINUTES OF THE JUNE 17, 2025 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Approve the minutes as submitted.

21. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA) (FINANCE)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Receive and file the report.

HOUSING SUCCESSOR

22. MINUTES OF THE JUNE 3 AND 17, 2025 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

23. MINUTES OF THE JUNE 3 AND 17, 2025 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

24. APPROVAL OF LEASE AGREEMENT WITH VEHICLE PARKING UNLIMITED, LLC FOR USE OF MC&C III FOR COMMERCIAL VEHICLE PARKING AND STORAGE (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Determine that the proposed lease agreement with Vehicle Parking Unlimited, LLC (VPU) is exempt from the California Environmental Quality Act (CEQA) (Pub. Res. Code § 21000 *et seq.*) pursuant to CEQA Guidelines Section 15301 (Minor Alterations to Land); and

- 2) Adopt Resolution No. SA-2025-003, approving a five-year lease agreement between the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs (Successor Agency) and VPU for the use of MC&C III site located at 10448 Bloomfield Avenue; and
- 3) Take such additional, related action that may be desirable.

CITY COUNCIL

**25. MINUTES OF THE JUNE 3 AND 17, 2025 CITY COUNCIL MEETINGS
(CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

**26. AQUATIC CENTER IMPROVEMENT PROJECT (PHASE 1B) – APPROVAL OF
PREQUALIFIED BIDDERS LIST AND AUTHORIZATION TO ADVERTISE FOR
CONSTRUCTION BIDS (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Prequalified Bidders List for Phase 1B; and
- 2) Approve the Plans and Specifications for Phase 1B; and
- 3) Authorize the City Engineer to solicit construction bids for Phase 1B from the Prequalified Bidders List; and
- 4) Authorize the City Clerk to file a Notice of Exemption for the subject project with the Los Angeles Registrar-Recorder; and
- 5) Take such additional, related action that may be desirable.

**27. LANDSCAPE MAINTENANCE SERVICES – AUTHORIZATION TO ADVERTISE
REQUEST FOR PROPOSALS (RFP) (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize staff to finalize and advertise a Request for Proposals for Landscape Maintenance Services on Planet Bids, and
- 2) Approve the Third Amendment to the Agreement with Merchants Landscape Services, Inc. extending the contract for 90 days to terminate November 1, 2025, for an additional not-to-exceed fee of \$255,000; and

3) Take such additional, related, action that may be desirable.

28. RESOLUTION NO. 9971 – ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9971 approving the Commercial Street Improvement Slauson Ave (Sorensen Ave to Santa Fe Springs Rd) Project to be partially funded by RMRA, the Road Repair and Accountability Act (SB1); and
- 2) Take such additional, related, action that may be desirable.

29. SANTA FE SPRINGS PARK PLAYGROUND REPLACEMENT – AWARD OF CONTRACT TO DAVE BANG ASSOCIATES, INC. (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9966 approving a cooperative purchase contract with Dave Bang Associates, Inc. of Tustin, CA in the amount of \$455,719.20 for the purchase and installation of playground equipment in accordance with Santa Fe Springs Municipal Code §34.18; and
- 2) Authorize the City Manager to execute the agreement with Dave Bang Associates, Inc.; and
- 3) Appropriate \$185,000 from the Capital Improvement Program Reserve Fund to the Santa Fe Springs Park Playground Improvement Project (Account No. PW230006); and
- 4) Authorize the City Clerk to file a Notice of Exemption for the subject project with the Los Angeles Registrar-Recorder; and
- 5) Take such additional, related, action that may be desirable.

30. RESOLUTION NO. 9953 – INTENT TO VACATE TWO PUBLIC RIGHT-OF-WAY EASEMENTS AT THE SOUTHEASTERN CORNER OF CARMENITA ROAD AND EXCELSIOR DRIVE AND A PORTION OF FREEWAY DRIVE (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9953 declaring City Council's intention to vacate two public right-of-way easements at the southeastern corner of Carmenita Road and Excelsior Drive and a portion of Freeway Drive; and

2) Take such additional, related action that may be desirable.

31. RESOLUTION NO. 9965 – ADOPTION OF ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEAR 2025-26 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9965 setting the appropriation limit for Fiscal Year 2025-26.

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Council member announcements; requests for future agenda items; conference/meetings reports. Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

ADJOURNMENT

I, Fernando N. Muñoz, City Clerk for the City of Santa Fe Springs hereby certify that a copy of this agenda has been posted no less than 72 hours at the following locations; City's website at www.santafesprings.gov; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fernando N. Muñoz, City Clerk

SUBJECT: CONFIRMATION OF 2024/25 WEED ABATEMENT CHARGES

DATE: July 1, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Open the Public Hearing;
- 2) Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- 3) Confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2024/25 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

FISCAL IMPACT

N/A

BACKGROUND

The City Council is being asked to confirm assessments against property for weed abatement charges. A copy of the Los Angeles County Agricultural Commissioner's 2024/25 Weed Abatement Assessment Roll has been posted in City Hall since June 26, 2025.

A notice of charges was sent to all Santa Fe Springs property owners listed on the roll.

Weed Abatement Charges

The Council should hear from anyone who wants to speak on this item. A representative of the County of Los Angeles Agricultural Commission will be in attendance to answer any questions.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

- A. Los Angeles County Weed Abatement Letter
- B. Charge List

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road
Arcadia, CA 91006-5872
<https://acwm.lacounty.gov>



Maximiliano E. Regis
Chief Deputy

May 13, 2025

The Honorable City Council
City of Santa Fe Springs
11710 East Telegraph Road
Santa Fe Springs, CA 90670

ATTENTION: CITY CLERK

Pursuant to State law (Government Code Section 39574), our Weed Abatement Program is required to keep an account of and submit to your City Council for confirmation a Report on the Cost of Weed Abatement. The actual confirmation takes place at a public hearing held during a City Council meeting. The purpose of the hearing is to allow property owners with pending weed abatement charges the opportunity to question or receive an explanation of the charges. We are proposing the following dates for this process.

- June 18, 2025** **Delivery of the Report** - Consists of a list of properties upon which Weed Abatement charges will be assessed and the amounts.
- June 25, 2025** **Posting Date** – The Report on Cost must be posted outside the Council chambers three (3) working days prior to the hearing (CA Gov. Code Section 39575).
- July 1, 2025** **Confirmation of Charges Hearing Date**

If you find these dates to be agreeable with your council and calendar, please sign, date and email this letter back to me as soon as possible.

Any consideration in placing our item early on your agenda would be appreciated. If you have any questions, please feel free to contact our office.

Very truly yours,

ADRIAN ZAVALA
Deputy Director/Bureau Chief
Weed Hazard and Integrated Pest Management

Jenny Rivas

Jenny Rivas
Staff Assistant II
Weed Hazard and Integrated Pest Management

CONFIRMATION - PLEASE SIGN

Fernando N. Muñoz

Print Name

5/22/25

Date

AZ:jr

CITY OF SANTA FE SPRINGS
WEED ABATEMENT CHARGES

June 25, 2025

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	CHARGES
8	8002	019	042	5	623	53.14
8	8005	012	027	5	623	53.14
8	8005	012	047	5	623	53.14
8	8005	015	047	5	623	53.14
8	8005	015	048	5	623	53.14
8	8005	015	049	5	623	53.14
8	8005	015	050	5	623	53.14
8	8005	015	051	5	623	53.14
8	8009	001	095	5	623	53.14
8	8009	001	097	5	623	53.14
8	8009	001	098	5	623	53.14
8	8009	001	101	5	623	53.14
8	8009	004	078	5	623	53.14
8	8009	004	079	5	623	53.14
8	8009	004	116	5	623	53.14
8	8009	004	117	5	623	53.14
8	8009	004	118	5	623	53.14
8	8009	004	119	5	623	53.14
8	8009	004	127	5	623	53.14
8	8009	004	128	5	623	53.14
8	8009	022	071	5	623	2535.14
8	8011	004	031	5	623	53.14
8	8011	004	064	5	623	53.14
8	8011	005	013	5	623	53.14
8	8011	005	034	5	623	53.14
8	8011	007	026	5	623	53.14
8	8011	007	027	5	623	53.14
8	8011	007	028	5	623	53.14
8	8011	007	029	5	623	53.14
8	8011	007	038	5	623	53.14
8	8011	007	039	5	623	53.14
8	8011	007	040	5	623	53.14
8	8011	007	041	5	623	53.14
8	8011	015	041	5	623	53.14
8	8011	017	015	5	623	53.14
8	8011	017	035	5	623	53.14
8	8011	017	036	5	623	53.14
8	8011	017	037	5	623	53.14

CITY OF SANTA FE SPRINGS
WEED ABATEMENT CHARGES

June 25, 2025

8	8011	017	064	5	623	53.14
8	8059	029	016	5	623	53.14
8	8069	006	044	5	623	53.14
8	8167	002	055	5	623	53.14
8	8168	007	026	5	623	53.14
8	8168	009	027	5	623	53.14
8	8168	009	030	5	623	53.14
8	8168	023	048	5	623	53.14
8	8178	004	065	5	623	53.14
TOTAL IMPROVED PARCELS			0	TOTAL CHARGES		0
TOTAL UNIMPROVED PARCELS			1	TOTAL CHARGES		2535.14
TOTAL INSPECTION FEE ONLY PARCELS			46	TOTAL CHARGES		2444.44
TOTAL PARCELS			47	TOTAL CHARGES		4979.58



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Julio Morales, Director of Finance

SUBJECT: **RESOLUTION NO. 9963 – AMENDING RESOLUTION NO. 9947 ADDING TWENTY-THREE (23) NEW FEES, AMENDING EIGHT (8) FEES, AND MOVING FOUR (4) FEES FROM POLICE SERVICES TO COMMUNITY DEVELOPMENT TO THE CITY OF SANTA FE SPRINGS COMPREHENSIVE FEE SCHEDULE FOR FISCAL YEAR 2024-25, AND UPDATING THE NAME TO THE CITY OF SANTA FE SPRINGS COMPREHENSIVE FEE SCHEDULE**

DATE: July 1, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Open the Public Hearing;
- 2) Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- 3) Adopt Resolution No. 9963, which amends Resolution No. 9947, adopted on March 4, 2025, to add twenty-three (23) new fees, amend eight (8) existing fees, and move four (4) fees from Police Services to Community Development from the City of Santa Fe Springs Comprehensive Fee Schedule for Fiscal Year 2024-25;
- 4) Update the name from City of Santa Fe Springs Comprehensive Fee Schedule for Fiscal Year 2024-25 to the City of Santa Fe Springs Comprehensive Fee Schedule;
- 5) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The City Council adopted a new Comprehensive Fee Schedule for FY24-25 in November of 2024, and revised it on March 4, 2025. Changes to the fee schedule were expected to result in approximately \$1.5 million in additional cost recovery per fiscal year. The actual amounts will vary based on activity levels, such as application numbers and utilization rates.

BACKGROUND

In June 2024, the City engaged Revenues & Cost Specialist LLC (“RCS”) and performed a review of the City’s fees and user charges with the goal of determining the full cost to deliver City services and understanding the amount of subsidy. Resolution No. 9933 was passed in November 2024 with the objective of updating all of the City’s Fees and charges.

In March 2025, the City approved Resolution No. 9947, an update to the City’s Comprehensive Fee Schedule. Resolution No. 9947 addressed nine additional fees to be added, amended or removed from the Master Fee Schedule. A number of fees were not included or addressed in the Master Fee Schedule in attachment to Resolution No. 9947.

The following table provides a list of the additional fees that should be added, amended or removed from the Master Fee Schedule.

Dept.	Name	Status	Current Fee	New Fee
P&R	Adult Tournament Fee	Amend	\$175/ \$275*	\$250
P&R	Ballfield Rental-1 Field-Per Hour Fee (1-20 people)	Amend	\$40	\$40
P&R	Ballfield Rental-1 Field-Per Hour Fee (21-50 people)	New		\$55
P&R	Ballfield Rental-1 Field-Per Hour Fee (51+ people)	New		\$70
P&R	Ballfield Rental-2+ Fields-Per Hour Fee (1-20 people/field)	Amend	\$30	\$30
P&R	Ballfield Rental-2+ Fields-Per Hour Fee (21-50 people/field)	New		\$45
P&R	Ballfield Rental-2+ Fields-Per Hour Fee (51+ people/field)	New		\$60
FIRE	Magnesium Working	Amend	\$190	\$260
FIRE	Aboveground Petroleum Storage Tank Facility - Annual Fee Based on Facility Aggregate Gallons - 1 to less than 1320	New	\$0	\$190
CS	Fee Supported Library Programs	Amend	Cost Recovery (25%-100%)/	Varies/ Varies +\$10*

			Cost Recovery (25%-100%) +\$10*	
CS	Heritage Park Ceremony Only (2 Hour Rental) 1-150	New		\$1,000
CS	Heritage Park Ceremony Only (2 Hour Rental) 151-300	New		\$1,500
CS	Sculpture Garden Deposit / Downpayment	New		\$100
CS	Sculpture Garden 4 Hour Rental	New		\$300
CS	Fitness Room Annual Membership (50 years old or older)	Amend	\$0/ \$150*	\$0/ \$100*
CS	Special Events (Dances, Holiday Celebrations) (50 years old or older)	Amend	\$10	\$15
CS	Summer Concerts (all concerts) Food Booth	New		\$200
CS	Summer Concerts (all concerts) Food Truck	New		\$150
CS	Summer Concerts (one concert) Food Booth	New		\$100
CS	Summer Concerts (one concert) Food Truck	New		\$65
CS	Food and Beverage Concession Items	New		Market Value
CS	Replacement or Duplicate Paperwork Fee (Court-Ordered Volunteer Program)	New		\$20 per request
CS	Business Meeting Deposit Downpayment-For SFS Business Only	New		\$100
CS	Ontiveros Room, Business Meeting (2 Hour Rental)-For SFS Businesses Only	New		\$300
CS	Pio Pico Room, Business Meeting (2 Hour Rental)-For SFS Businesses Only	New		\$300
PS	22500(n)(1)(A) CVC: Crosswalk parking restriction	New		\$51
PS	72.26 SFSMC: Parking of Recreational Vehicles Prohibited on any City Street	New		\$63
PS	Animal Care Services: unaltered pet fee	Amend	\$90	\$60
	Unaltered pet fee (Seniors 55 years old or older)		\$90	\$45

PS	72.63(A) SFSMC: EV Parking/4-hour time limit.	New		\$63
PS	72.63(B) SFSMC: EV Parking Time Restriction/Employee Only.	New		\$63
PS	11.06 SFSMC: Civil Fines	New	First Violation \$100 Second Violation \$200 Third Violation \$500	\$100/\$200/\$500 California Government Code 25132, 53069.4 and 36900
CD	Alcohol sales - application	Move from Police Services to Community Development	\$5,535 per application	-
CD	Alcohol sales - compliance review	Move from Police Services to Community Development	\$1,730 per review	-
CD	Entertainment permit – application	Move from Police Services to Community Development	\$6,805 - Adult \$5,345 - Non-Adult	-
CD	Entertainment permit - annual compl.	Move from Police Services to Community Development	\$1,095 - Adult \$ 400 - Non-Adult	-

*Denotes Resident/Non-Resident Fee

ANALYSIS

These changes will update and complete the list of City fees and charges.

ENVIRONMENTAL

N/A

DISCUSSION

The objective of updating our Fees Schedule was to ensure the fees adequately offset the City's cost of providing the services while keeping them comparable to those in other communities.

On November 12, 2024, Resolution No. 9933 was passed with the objective of updating all of the City's Fees and charges. Revenues & Cost Specialist LLC ("RCS") performed a Comprehensive Fee Study updating a total of 249 fees.

On March 4, 2025, Resolution No. 9947 was passed amending the fee schedule updating 9 additional fees.

A few of these fees were not included or contemplated in the original list of fees and charges presented in November 2024 through Resolution No. 9933 and the amended fee schedule in March 2025 through Resolution No. 9947. The addition and removal of the proposed items is intended to complete the list of City fees and charges.

SUMMARY/NEXT STEPS

If approved, it is recommended that the new fees become effective (retroactively, if applicable) on January 1, 2025.

ATTACHMENT(S):

- A. Resolution No. 9963
- B. Amended Fee Schedule

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

RESOLUTION NO. 9963**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING RESOLUTION NO. 9947, TO AMEND AND UPDATE THE CITY'S COMPREHENSIVE SCHEDULE FOR FISCAL YEAR 2024-25 AND TO UPDATE THE NAME TO THE CITY OF SANTA FE SPRINGS COMPREHENSIVE FEE SCHEDULE**

WHEREAS, the Santa Fe Springs Municipal Code establishes fees for the City's public facilities and essential services whereby such fees are established by Resolution; and

WHEREAS, the purpose of fees is to mitigate costs on the City's public facilities and essential services whereby fees follow the "costs reasonably borne" test established by Article XIII B of the California Constitution; and

WHEREAS, the Mitigation Fee Act (Government Code sections 66000-66025) requires that a city which increases certain fees must establish that there is a reasonable relationship between the specific amount of the fee imposed as a condition of approval and the cost of the public facility attributable to that project; and

WHEREAS, the City engaged Revenue & Cost Specialists, LLC to conduct a Cost of Services Study ("COS Study") to meet the requirements of Article XIII B of the California Constitution and the Mitigation Fee Act; and

WHEREAS, based upon the COS Study, the City's Comprehensive Fee Schedule was revised by the City Council on March 4, 2025, by Resolution 9947; and

WHEREAS, a small number of fees were not included or addressed in the Master Fee Schedule and the Fire services Fee Schedule as was set forth in Exhibit A of Resolution No. 9947; and

WHEREAS, based upon the COS Study, City staff has recommended a list of additional fees that should be added, amended, or removed within the Fee Schedule for Fire Services, Police Services, Community Services and Parks and Recreation, and the Master Fee Schedule of the Comprehensive Fee Schedule for Fiscal Year 2024-25 as set forth in Exhibit A to this Resolution; and

WHEREAS, the name of the fee schedule will change from Comprehensive Fee Schedule for Fiscal Year 2024-25 to City of Santa Fe Springs Comprehensive Fee Schedule; and

WHEREAS, a public hearing was duly noticed for the City Council meeting of July 1, 2025, by publishing the notice in Los Cerritos Newspaper twice on June 13, 2025 and June 20, 2025; and

WHEREAS, the proposed update to the Comprehensive Fee Schedule is exempt from the California Environmental Quality Act ("CEQA") pursuant to

Section 15061(b)(3) of the California Public Resources Code, also known as the "Common Sense Exemption." This is because CEQA only applies to projects that have the potential for causing a significant effect on the environment. Since there is no possibility that the proposed updated Comprehensive Fee Schedule will have a significant effect on the environment, the project is not subject to CEQA.

APPROVED:
ITEM NO.:

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

Section 1. The aforementioned recitals are incorporated herein by reference as set forth in full herein.

Section 2. In compliance with Article XIIIB of the California Constitution and the Mitigation Fee Act, the City Council hereby establishes fees for the services set forth in the attached Exhibit A listing of fees in the "City of Santa Fe Springs" Comprehensive Fee Schedule for Fiscal Years 2025-26, in the amounts set forth therein.

Section 3. Resolution No. 9947, and any attachments regarding the Comprehensive Fee Schedule, is hereby amended.

Section 4. Said fees shall be effective July 1, 2025 and supersede all previously established fees for said services in Exhibit A of this Resolution.

Section 5. Any party may protest the imposition on a development project of a fee established by this Resolution within 90 days after the date the city imposes the fee in its approval of the project, in accordance with Section 66020 of the Mitigation Fee Act. Upon receiving such protest or appeal, the City Manager, or designated agent, shall set the matter for hearing before an impartial third-party hearing officer. The party appealing the imposition of the fee shall bear the burden of establishing that the fee is improper.

Section 6. The City Clerk shall certify to the passage and adoption of this Resolution and it shall be in full force and effect.

PASSED, APPROVED AND ADOPTED on this 1st day of July, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA FE SPRINGS

By: _____
William K. Rounds, Mayor

ATTEST:

Fernando N. Munoz, CMC
Deputy City Clerk



CITY OF

SANTA FE SPRINGS

COMPREHENSIVE FEE SCHEDULE

Date City Council Approved: November 12, 2024

Amended: March 4, 2025

Amended: July 1, 2025

Effective Date: January 12, 2025

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FEE SCHEDULE

Fee Schedule Effective Date: 01/12/2025

Department	REF #	SERVICE	CURRENT FEE	RECOMMENDED FEE
CITY MANAGER'S OFFICE	S-247	FILM PERMIT	\$190 per permit	\$190 per permit
CITY MANAGER'S OFFICE	S-248	RECYCLER DEALER PERMIT	\$285 - new \$190 - renewal	\$285 - new \$190 - renewal
CITY MANAGER'S OFFICE	S-249	FIREWORK STAND PERMIT	\$815 per application	\$815 per application
CITY MANAGER'S OFFICE -CITY CLERK	S-240	COPY - PRINTED	\$0.20 per page - standard \$0.10 per page - FPPC related document per California Government Code 81008	\$0.20 per page - standard \$0.10 per page - FPPC related document per California Government Code 81008
CITY MANAGER'S OFFICE -CITY CLERK	S-241	COPY - DIGITAL	\$7 per device	\$7 per device
CITY MANAGER'S OFFICE -CITY CLERK	S-242	DOCUMENT CERTIFICATION	\$65 per document	\$65 per document
CITY MANAGER'S OFFICE -CITY CLERK	S-243	NOTARY PUBLIC	This fee is limited by California Government Code 8211 \$15 per signature	This fee is limited by California Government Code 8211 \$15 per signature
CITY MANAGER'S OFFICE -CITY CLERK	S-244	AGENDA MAILING	\$400 per subscriber per year	\$400 per subscriber per year
CITY MANAGER'S OFFICE -CITY CLERK	S-245	LOCAL CANDIDATE FILING	This fee is limited by State law: Processing fee - \$25 per candidate FPPC Late Filing Fee - \$10 per day for each day a statement is late up to a maximum of \$100 Candidate Statement - LA County and staff costs	This fee is limited by State law: Processing fee - \$25 per candidate FPPC Late Filing Fee - \$10 per day for each day a statement is late up to a maximum of \$100 Candidate Statement - LA County and staff costs
CITY MANAGER'S OFFICE -CITY CLERK	S-246	LOCAL INITIATIVE FILING	This fee is limited by State law \$200 per initiative, fully refundable if initiative is placed on ballot	This fee is limited by State law \$200 per initiative, fully refundable if initiative is placed on ballot

Community Services and Parks and Recreation Fees

Fee Schedule Effective Date: 01/12/2025

Name of Fee	Current Fee			Recommended Fee		
	Standard Fee	Resident Fee	Non-Resident Fee	Standard Fee	Resident Fee	Non-Resident Fee
LIBRARY						
Inter-Library Loan	\$5			\$5		
LOST or DAMAGED ITEMS						
Processing Lost or Damaged Books, DVD, CD's, or computer equipment	\$5			\$5		
Processing Lost or Damaged Paperbacks	\$2			\$2		
Lost or Damaged Item Replacement	Replacement cost			Replacement cost		
OTHER LIBRARY FEES						
Fee Supported Library Programs		Cost Recovery (25% - 100%)	Cost Recovery (25% - 100%) + \$10		Varies	Varies + \$10
Passport Processing Fee + Federal Government Fee	\$35 + Federal Fee			\$35 + Federal Fee		
Passport Photo	\$10			\$10		
FACILITY RENTALS & PICNIC RESERVATIONS						
Cocktail Table Rental-Per Table Fee	\$15			\$15		
Arch/Gazebo-Per Arch/Gazebo Fee	\$100			\$100		
Photo Opportunity Booth-Per Event	\$200			\$200		
City Employee Discount	15%, or up to \$300			15%, or up to \$300		
Facility Deposit/Downpayment for City employees	\$0			\$0		
Demand Price Premium for Non-Residents (May, June, July)			Additional 15%			Additional 15%
Certificate of Liability Insurance	At Cost			At Cost		
Additional Setup/Cleanup-per hour fee	\$35			\$35		
Video Game or Food Truck Permit Fee-Per Event	\$150			\$150		
LIBRARY						
Library Community Room Facility Use-Hourly Fee	\$75			\$75		
CLARK ESTATE						
Deposit/Downpayment	\$1,000			\$1,000		
Ceremony & Reception / Full Event Rental (7 Hour Rental) 1-100	\$3,000			\$3,000		
Ceremony & Reception / Full Event Rental (7 Hour Rental) 101-200	\$4,000			\$4,000		

Community Services and Parks and Recreation Fees

Fee Schedule Effective Date: 01/12/2025

Name of Fee	Current Fee			Recommended Fee		
	Standard Fee	Resident Fee	Non-Resident Fee	Standard Fee	Resident Fee	Non-Resident Fee
Reception Only (6 Hour Rental) 1-100	\$2,400			\$2,400		
Reception Only (6 Hour Rental) 101-200	\$3,000			\$3,000		
Ceremony Only (2 Hour Rental) 1-100	\$1,000			\$1,000		
Ceremony Only (2 Hour Rental) 101-200	\$1,500			\$1,500		
Photo Session-per hour fee (2 hour minimum)	\$100			\$100		
Photo Session Deposit/Downpayment	\$50			\$50		
Upstairs Meeting Room-per hour fee	\$75			\$75		
Downstairs Meeting Room-per hour fee	\$105			\$105		
Meeting Room Deposit/Downpayment	\$75			\$75		
Funeral Reception (4 Hour Rental, 3 Hours setup, 1 Hour Cleanup)	\$550			\$550		
Funeral Deposit/Downpayment	\$150			\$150		
HERITAGE PARK						
Deposit/Downpayment	\$1,000			\$1,000		
Ceremony & Reception / Full Event Rental (7 Hour Rental) 1-150	\$3,500			\$3,500		
Ceremony & Reception / Full Event Rental (7 Hour Rental) 151-300	\$4,500			\$4,500		
Reception Only (6 Hour Rental) 1-150	\$2,800			\$2,800		
Reception Only (6 Hour Rental) 151-300	\$3,800			\$3,800		
Ceremony Only (2 Hour Rental) 1-100				\$1,000		
Ceremony Only (2 Hour Rental) 101-200				\$1,500		
Photo Session-Per Hour Fee	\$100			\$100		
Photo Session Deposit/Downpayment	\$50			\$50		
Carriage Barn Meeting Space Rental-Per Hour Fee	\$105			\$105		
Train Depot Meeting Room-per hour fee	\$75			\$75		
Meeting Space Deposit/Downpayment	\$75			\$75		
Caboose Rental 1-40-per use fee (4 Hour Rental)	\$150			\$150		
Caboose Rental Deposit/Downpayment	\$100			\$100		

Community Services and Parks and Recreation Fees

Fee Schedule Effective Date: 01/12/2025

Name of Fee	Current Fee			Recommended Fee		
	Standard Fee	Resident Fee	Non-Resident Fee	Standard Fee	Resident Fee	Non-Resident Fee
Heritage Park Plaza Reservation (4 Hour Rental)	\$400			\$400		
Heritage Park Plaza Reservation Deposit/Downpayment	\$100			\$100		
Picnic Area Reservation 1-90 (4 Hour Rental)	\$300			\$300		
Picnic Area Reservation Deposit/Downpayment	\$100			\$100		
Picnic Area Reservation Deposit/Downpayment	\$100			\$100		
Heritage Park Resident Discount (Except Funeral Receptions)		20% Off			20% Off	
Funeral Reception (4 Hour Rental, 3 Hours setup, 1 Hour Cleanup)	\$550	\$150		\$550	\$150	
Funeral Deposit/Downpayment	\$150			\$150		
TOWN CENTER HALL						
Deposit/Downpayment	\$1,000			\$1,000		
Social Hall, Saturday Fee (6 Hour Rental, 3 Hours setup, 1 Hour Cleanup)		\$1,350	\$2,300		\$1,350	\$2,300
Social Hall, Sunday-Friday Fee (6 Hour Rental, 3 Hours of setup, 1 Hour of Cleanup)		\$1,150	\$1,550		\$1,150	\$1,550
Business Meeting (4 Hour Rental)-For SFS Businesses Only	\$500			\$500		
Business Meeting Deposit Downpayment-For SFS Business Only	\$250			\$250		
Funeral Reception (4 Hour Rental, 3 Hours setup, 1 Hour Cleanup)	\$400	\$150.00	\$500.00	\$400	\$150.00	\$500.00
Funeral Reception Deposit/Downpayment		\$150	\$150		\$150	\$150
Meeting Room #1 Rental (3 Hour Rental)	\$225			\$225		
Meeting Room Deposit/Downpayment	\$100			\$100		
Rehearsal Fee (during regular business hours)	\$35			\$35		
Teen Lounge (4 Hour Rental, 3 Hour Setup, 1 Hour Cleanup)		\$300	\$500		\$300	\$500
Teen Lounge Deposit/Downpayment	\$150			\$150		

Community Services and Parks and Recreation Fees

Fee Schedule Effective Date: 01/12/2025

Name of Fee	Current Fee			Recommended Fee		
	Standard Fee	Resident Fee	Non-Resident Fee	Standard Fee	Resident Fee	Non-Resident Fee
GUS VELASCO NEIGHBORHOOD CENTER						
Deposit/Downpayment	\$750			\$750		
Pio Pico Room, Saturday Fee (6 Hour Rental, 3 Hours setup, 1 Hour Cleanup)	\$1,500			\$1,500		
Pio Pico Room, Sunday-Friday Fee (6 Hour Rental, 3 Hours of setup, 1 Hour of Cleanup)	\$1,000			\$1,000		
Ontiveros Room, Saturday Fee (6 Hour Rental, 3 Hours setup, 1 Hour Cleanup)	\$900			\$900		
Business Meeting Deposit Downpayment-For SFS Businesses Only				\$100		
Ontiveros Room, Business Meeting (2 Hour Rental)-For SFS Businesses Only				\$300		
Pio Pico Room, Business Meeting (2 Hour Rental)-For SFS Businesses Only				\$300		
Meeting Room #1 Rental (3 Hour Rental)	\$200			\$200		
Meeting Room Deposit/Downpayment	\$100			\$100		
Funeral Reception (4 Hour Rental, 3 Hours setup, 1 Hour Cleanup)	\$150			\$150		
Funeral Reception Deposit/Downpayment	\$150			\$150		
BETTY WILSON CENTER						
Deposit/Downpayment	\$750			\$750		
Multi-purpose Room, Saturday Fee (6 Hour Rental, 3 Hours setup, 1 Hour Cleanup)	\$750			\$750		
Multi-purpose Room, Sunday-Friday Fee (6 Hour Rental, 3 Hours of setup, 1 Hour of Cleanup)	\$575			\$575		
Funeral Reception (4 Hour Rental, 3 Hours setup, 1 Hour Cleanup)	\$150			\$150		
Funeral Reception Deposit/Downpayment	\$150			\$150		

Community Services and Parks and Recreation Fees

Fee Schedule Effective Date: 01/12/2025

Name of Fee	Current Fee			Recommended Fee		
	Standard Fee	Resident Fee	Non-Resident Fee	Standard Fee	Resident Fee	Non-Resident Fee
LITTLE LAKE PARK						
Meeting Room (6 Hour Rental, 1 Hour setup, 1 Hour Cleanup) 1-64	\$200			\$200		
Meeting Room Deposit/Downpayment	\$100			\$100		
PARK COVERED PICNIC AREAS (5 Hour Rental, 1 Hour setup, 1 Hour Cleanup)						
Deposit/Downpayment (LLP, LNP, SFSP)	\$100			\$100		
Deposit/Downpayment (LVP)	\$50			\$50		
Los Nietos Park, Santa Fe Springs Park 1-180		\$200	\$250		\$200	\$250
Little Lake Park 1-75	\$125			\$125		
Lakeview Park		\$100	\$200		\$100	\$200
Inflatable Amusement (Bouncehouse) Fee		\$50	\$75		\$50	\$75
ACTIVITY CENTER						
Deposit/Downpayment (Gym)	\$100			\$100		
Deposit/Downpayment (Racquetball Courts)	\$30			\$30		
Main Gym Floor-Per Hour Fee (4 Hour Minimum)	\$50			\$50		
Racquetball Courts-Per Hour Fee	\$30			\$30		
AQUATIC CENTER						
Deposit/Downpayment (Pool Rental)	\$200			\$200		
Pool Rental 1-100 - Per Hour Fee (3-Hour Minimum)		\$140	\$200		\$140	\$200
Pool Rental 101-200 - Per Hour Fee (3-Hour Minimum)		\$200	\$260		\$200	\$260
Deposit/Downpayment (Meeting Room)	\$100			\$100		
Meeting Room - Per Use Fee (3 Hour Maximum)	\$200			\$200		
Deposit/Downpayment (Picnic Area During Rec Swim)	\$50			\$50		
Picnic Area (During Rec Swim)-Per Hour Rate	\$75			\$75		
Deposit/Downpayment (Picnic Area + Private Pool Rental)	\$200			\$200		
Picnic Area + Private Pool Rental (1-100) (3 Hour Minimum)		\$150	\$225		\$150	\$225
Picnic Area + Private Pool Rental (101-200) (3 Hour Minimum)		\$200	\$260		\$200	\$260
Deposit/Downpayment (Private Pool Only Rental)	\$100			\$100		
1 Pool Per Hour Rate (3 Hour Minimum)		\$160	\$185		\$160	\$185

Community Services and Parks and Recreation Fees

Fee Schedule Effective Date: 01/12/2025

Name of Fee	Current Fee			Recommended Fee		
	Standard Fee	Resident Fee	Non-Resident Fee	Standard Fee	Resident Fee	Non-Resident Fee
2 Pools Per Hour Rate (3 Hour Minimum)		\$200	\$260		\$200	\$260
Competition Pool Lane Rental Per Hour Fee (Teams Only) (2 Hour Minimum)		\$75	\$85		\$75	\$85
ATHLETIC FIELDS						
Ballfield Rental-1 Field-Per Hour Fee (1-20 people)	\$40			\$40		
Ballfield Rental-1 Field-Per Hour Fee (21-50 people)				\$55		
Ballfield Rental-1 Field-Per Hour Fee (51+ people)				\$70		
Ballfield Rental-2+ Fields-Per Hour Fee (1-20 people)	\$30			\$30		
Ballfield Rental-2+ Fields-Per Hour Fee (21-50 people)				\$45		
Ballfield Rental-2+ Fields-Per Hour Fee (51+ people)				\$60		
Light Fee-Per Hour Fee	\$15			\$15		
Ballfield Prep Fee-Per Prep, Per Field	\$25			\$25		
Soccer Prep Fee-Per Prep, Per Field	\$35			\$35		
Soccer Goal Rental Fee-Per Pair	\$35			\$35		
Adult Tournament Fee		\$175	\$275	\$250		
Youth Tournament Fee	\$150			\$150		
SCULPTURE GARDEN						
Deposit/Downpayment				\$100		
4-Hour Rental				\$300		
PROGRAMS & ACTIVITIES						
OLDER ADULT PROGRAMS - FOR PARTICIPANTS AGES 50+						
Fitness Room Annual Membership (50 year old or older)		\$0	\$150		\$0	\$100
Special Events (Dances, Holiday Celebrations)	\$10			\$15		
Exercise Classes		\$0	\$5		\$0	\$5
Community Senior Ball		\$5	At Cost		\$5	At Cost
FAMILY & HUMAN SERVICES						
Notary Services	\$15			\$15		
RECREATION ACTIVITIES & PROGRAMS						
Fitness Facility Daily Pass (Youth & Business Resident)		\$0	\$3		\$0	\$3
Fitness Facility Membership-Monthly (Includes Business Residents)		\$5	\$35		\$5	\$35

Community Services and Parks and Recreation Fees

Fee Schedule Effective Date: 01/12/2025

Name of Fee	Current Fee			Recommended Fee		
	Standard Fee	Resident Fee	Non-Resident Fee	Standard Fee	Resident Fee	Non-Resident Fee
Fitness Facility Membership-Annual (Includes Business Residents)		\$50	\$150		\$50	\$150
Swim Lessons-Group	Varies	Varies	\$90		\$50	\$90
Swim Lessons-Group (Varied Days)		\$95	Varies	Varies	Varies	Varies
Swim Lessons-Private		\$95	\$140		\$95	\$140
Adaptive Swim Lessons-Private		\$2	\$140		\$95	\$140
Recreation Swim-Youth		\$2	\$3		\$2	\$3
Recreation Swim-Adult		\$3	\$4		\$2	\$4
Water Aerobics	\$0		\$4		\$3	\$4
Water Aerobics, Recreation Swim, Lap Swim-City Employee		\$2		\$0		
Water Aerobics, Recreation Swim, Lap Swim-Seniors		\$2			\$2	
Water Aerobics, Recreation Swim, Lap Swim-Veterans		\$70	\$2		\$2	\$2
Swim Team-Quarterly Rate		\$100	\$120		\$70	\$120
Jr. Lifeguard Program		\$140	\$130		\$100	\$130
Day Camp-2 Week Session		\$70	\$180		\$140	\$180
Day Camp-1 Week Session		\$94	\$90		\$70	\$90
Spring Camp		\$15	\$115		\$94	\$115
Daily Day Camp	Cost of Trip		\$30		\$15	\$30
Day Camp Excursion (For Daily Camp)		\$100		Cost of Trip		
Family Camp-Adult		\$75			\$100	
Family Camp-Youth	\$100				\$75	
Santa Home Visits		\$100		\$100		
Art Camp		\$20	\$125		\$100	\$125
5K-Adult Regular Fees	\$8		\$30		\$20	\$30
5K-Youth Regular Fees	\$4			\$8		
5K Kids Run		\$15		\$4		
5K-Adult Early Bird Fees (34-75 Days Prior to 5K)			\$25		\$15	\$25
5K-Youth Early Bird Fees (34-75 Days Prior to 5K)	\$5			\$5		

Community Services and Parks and Recreation Fees

Fee Schedule Effective Date: 01/12/2025

Name of Fee	Current Fee			Recommended Fee		
	Standard Fee	Resident Fee	Non-Resident Fee	Standard Fee	Resident Fee	Non-Resident Fee
5K Early Bird Run (34-75 Days Prior to 5K)						
5K-Adult Super Early Bird Fees (76-120 Days Prior to 5K)		\$12	\$20		\$12	\$20
5K-Youth Super Early Bird Fees (76-120 Days Prior to 5K)	\$4			\$4		
5K Early Super Bird Run (76-120 Days Prior to 5K)	\$3			\$3		
5K-Adult (First Weeks Promotional Rate)		\$10	\$15		\$10	\$15
5K-Youth (First Weeks Promotional Rate)	\$3			\$3		
5K Early (First Weeks Promotional Rate)	\$2			\$2		
5K Same Day Fees-Adult		\$25	\$35		\$25	\$35
5K Same Day Fees-Youth	\$13			\$13		
5K Same Day Fees-Kids Run	\$9			\$9		
Adult Softball Team Fee		\$530	\$630		\$530	\$630
Adult Basketball/Volleyball Team Fee		\$560	\$660		\$560	\$660
Adult Tournament Team Fee		\$175	\$275		\$175	\$275
Adult Sports Free Agent Fee		\$65	\$85		\$65	\$85
Adult Sports Forfeit Fee	Cost of Game			Cost of Game		
Adult Sports Late Payment	\$25			\$35		
Youth Sports Individual League Fee		\$50	\$85		\$50	\$85
Lake Center Youth Sports	\$50			\$50		
Youth Sports Tournament Fee	\$150			\$150		
Community Garden Annual Parcel		\$20	\$40		\$20	\$40
Recreation Classes	Varies	Varies	Varies + \$10	Varies	Varies	Varies + \$10
Excursion Program	Varies	Varies	Varies + \$10	Varies	Varies	Varies + \$10
SPECIAL EVENT FEES						
ArtFest Student Artist Fee	\$0			\$0		
ArtFest Artist Fee	\$20			\$20		
ArtFest Film Fest	\$25			\$25		
Vendor Fees-Large Events-Food Truck	\$150			\$150		
Vendor Fees-Large Events-Food Booth	\$200			\$200		
Vendor Fees-Large Events- Craft/Artisan/Retail Vendor	\$100			\$100		
Vendor Fees-Small Events-Food Truck	\$65			\$65		

Community Services and Parks and Recreation Fees

Fee Schedule Effective Date: 01/12/2025

Name of Fee	Current Fee			Recommended Fee		
	Standard Fee	Resident Fee	Non-Resident Fee	Standard Fee	Resident Fee	Non-Resident Fee
Vendor Fees-Small Events-Food Booth	\$100			\$100		
Vendor Fees-Small Events- Craft/Artisan/Retail Vendor	\$65			\$65		
Summer Concerts (all concerts) - Food Booth				\$200		
Summer Concerts (all concerts) - Food Truck				\$150		
Summer Concerts (one concert) - Food Booth				\$100		
Summer Concerts (one concert) - Food Truck				\$65		
Food and Beverage Concession Items				Market Value		
MISCELLANEOUS FEES						
Replacement or Duplicate Paperwork Fee (Court-Ordered Volunteer Program)				\$20 per request		



FEE SCHEDULE

Fee Schedule Effective Date: 01/12/2025

Department	REF #	SERVICE	CURRENT FEE	RECOMMENDED FEE
COMMUNITY DEVELOPMENT	S-001	CONDITIONAL USE PERMIT	\$12,240 per application plus any outside environmental consultant costs	\$12,240 per application plus any outside environmental consultant costs
COMMUNITY DEVELOPMENT	S-002	ADMIN. CONDITIONAL USE PERMIT	\$4,605 per application	\$4,605 per application
COMMUNITY DEVELOPMENT	S-003	COND USE PERMIT - AMENDMENT	\$9,290 per application plus any outside environmental consultant costs	\$9,290 per application plus any outside environmental consultant costs
COMMUNITY DEVELOPMENT	S-004	COND USE PERMIT - WIRELESS TELE FAC	\$12,240 per application plus any outside environmental consultant costs	\$12,240 per application plus any outside environmental consultant costs
COMMUNITY DEVELOPMENT	S-005	CUP COMPLIANCE REVIEW	\$1,515 per review	\$1,515 per review
COMMUNITY DEVELOPMENT	S-006	DEVELOPMENT PLAN APPROVAL	\$15,970 per application plus any outside environmental consultant costs	\$15,970 per application plus any outside environmental consultant costs
COMMUNITY DEVELOPMENT	S-007	ADMIN. DEVELOPMENT PLAN APPROVAL	\$4,605 per application	\$4,605 per application
COMMUNITY DEVELOPMENT	S-008	DEVELOPMENT PLAN APPROVAL AMENDMENT	\$8,340 per application	\$8,340 per application
COMMUNITY DEVELOPMENT	S-009	ZONE CHANGE	\$12,445 per application plus any outside environmental consultant costs If application is submitted with another application(s), the lower costing application fee(s) is reduced by 50%.	\$12,445 per application plus any outside environmental consultant costs If application is submitted with another application(s), the lower costing application fee(s) is reduced by 50%.
COMMUNITY DEVELOPMENT	S-010	ZONE MODIFICATION - RESIDENTIAL	\$7,210 per application If application is submitted with another application(s), the lower costing application fee(s) is reduced by 50%.	\$7,210 per application If application is submitted with another application(s), the lower costing application fee(s) is reduced by 50%.
COMMUNITY DEVELOPMENT	S-011	ZONE MODIFICATION - ALL OTHER	\$7,900 per application If application is submitted with another application(s), the lower costing application fee(s) is reduced by 50%.	\$7,900 per application If application is submitted with another application(s), the lower costing application fee(s) is reduced by 50%.
COMMUNITY DEVELOPMENT	S-012	ZONING CODE AMENDMENT	\$16,685 per application	\$16,685 per application
COMMUNITY DEVELOPMENT	S-013	GENERAL PLAN AMENDMENT	\$12,445 per application plus any outside environmental consultant costs If application is submitted with another application(s), the lower costing application fee(s) is reduced by 50%.	\$12,445 per application plus any outside environmental consultant costs If application is submitted with another application(s), the lower costing application fee(s) is reduced by 50%.
COMMUNITY DEVELOPMENT	S-014	DEVELOPMENT AGREEMENT	\$5,915 plus any outside costs	\$5,915 plus any outside costs
COMMUNITY DEVELOPMENT	S-015	COVENANTS, COND & RESTRICTIONS REV	\$1,635 plus any outside costs	\$1,635 plus any outside costs



FEE SCHEDULE

Fee Schedule Effective Date: 01/12/2025

Department	REF #	SERVICE	CURRENT FEE	RECOMMENDED FEE
COMMUNITY DEVELOPMENT	S-016	TENTATIVE TRACT/PARCEL MAP	\$3,685 per application	\$3,685 per application
COMMUNITY DEVELOPMENT	S-017	LOT LINE ADJUSTMENT (PLANNING)	\$4,580 per application plus any outside costs If application is submitted with another application(s), the lower costing application fee(s) is reduced by 50%.	\$4,580 per application plus any outside costs If application is submitted with another application(s), the lower costing application fee(s) is reduced by 50%.
COMMUNITY DEVELOPMENT	S-018	REVIEW OF MITIGATED NEG DEC	Charge 20% of the Consultant Contract cost for City Staff review plus any Fish and Wildlife fees.	Charge 20% of the Consultant Contract cost for City Staff review plus any Fish and Wildlife fees.
COMMUNITY DEVELOPMENT	S-019	REVIEW OF NEGATIVE DECLARATION	Charge 20% of the Consultant Contract cost for City Staff review Applicant will directly pay any required California Department of Fish & Wildlife fees	Charge 20% of the Consultant Contract cost for City Staff review Applicant will directly pay any required California Department of Fish & Wildlife fees
COMMUNITY DEVELOPMENT	S-020	REVIEW OF ENVIRONMENTAL IMPACT REP	Charge 20% of the Consultant Contract cost for City Staff review plus any Fish and Wildlife fees.	Charge 20% of the Consultant Contract cost for City Staff review plus any Fish and Wildlife fees.
COMMUNITY DEVELOPMENT	S-021	PRELIMINARY APPLICATION REVIEW	\$1,225 - 1st review \$ 650 - ea addl review 50% of the fee is fully credited towards Planning application if submitted within six months	\$1,225 - 1st review \$ 650 - ea addl review 50% of the fee is fully credited towards Planning application if submitted within six months
COMMUNITY DEVELOPMENT	S-022	TIME EXTENSION	\$1,715 per application	\$1,715 per application
COMMUNITY DEVELOPMENT	S-023	TIME EXTENSION - NON CONFORMING USE	\$1,000 deposit with charges at the fully allocated hourly rates for City staff involved plus any outside costs.	\$1,000 deposit with charges at the fully allocated hourly rates for City staff involved plus any outside costs.
COMMUNITY DEVELOPMENT	S-024	APPEAL TO PLANNING COMMISSION	\$4,080 per appeal	\$4,080 per appeal
COMMUNITY DEVELOPMENT	S-025	APPEAL TO CITY COUNCIL	\$4,080 per appeal	\$4,080 per appeal
COMMUNITY DEVELOPMENT	S-026	LANDSCAPE PLAN REVIEW	\$ 125 - Single Family Residential \$ 335 - All Other (Non-MWELO) \$1,005 - All Other (MWELO)	\$ 125 - Single Family Residential \$ 335 - All Other (Non-MWELO) \$1,005 - All Other (MWELO)
COMMUNITY DEVELOPMENT	S-027	DDCV & SPRINKLER PLAN CHECK	\$165 per application	\$165 per application
COMMUNITY DEVELOPMENT	S-028	OIL WELL SITE PLAN REVIEW	\$210 per project plus any outside costs	\$210 per project plus any outside costs
COMMUNITY DEVELOPMENT	S-029	WIRELESS TELECOM FACIL - ADMIN	\$3,430 per application	\$3,430 per application
COMMUNITY DEVELOPMENT	S-030	MASTER WIRELESS AGREEMENT	Deposit determined by staff with charges at the fully allocated hourly rates for City staff involved plus any outside costs.	Deposit determined by staff with charges at the fully allocated hourly rates for City staff involved plus any outside costs.
COMMUNITY DEVELOPMENT	S-031	SITE LEASE AGREEMENT	Deposit determined by staff with charges at the fully allocated hourly rates for City staff involved plus any outside costs.	Deposit determined by staff with charges at the fully allocated hourly rates for City staff involved plus any outside costs.
COMMUNITY DEVELOPMENT	S-032	BANNER PERMIT REVIEW	\$85 per permit	\$85 per permit
COMMUNITY DEVELOPMENT	S-033	SIGN REVIEW	\$125 per application	\$125 per application
COMMUNITY DEVELOPMENT	S-034	SIGN PROGRAM REVIEW	\$670 per application	\$670 per application



FEE SCHEDULE

Fee Schedule Effective Date: 01/12/2025

Department	REF #	SERVICE	CURRENT FEE	RECOMMENDED FEE
COMMUNITY DEVELOPMENT	S-035	BUSINESS LICENSE REVIEW (PLANNING)	\$85 per review	\$85 per review
COMMUNITY DEVELOPMENT	S-036	HOME OCCUPATION PERMIT (PLANNING)	\$125 per permit	\$125 per permit
COMMUNITY DEVELOPMENT	S-037	OFFICE TRAILER PERMIT	\$165 per permit	\$165 per permit
COMMUNITY DEVELOPMENT	S-038	TEMPORARY STORAGE PERMIT	\$3,270 per application	\$3,270 per application
COMMUNITY DEVELOPMENT	S-039	ZONING CERTIFICATION LETTER	\$725 per letter	\$725 per letter
COMMUNITY DEVELOPMENT	S-040	OFFSITE RECORD/PLAN RETRIEVAL	Charge actual outside costs that are in compliance with the Public Records Act.	Charge actual outside costs that are in compliance with the Public Records Act.
COMMUNITY DEVELOPMENT	S-041	ADDITIONAL/MISC PLAN REVIEW	Deposit determined by staff with charges at the fully allocated hourly rates for City staff involved plus any outside costs.	Deposit determined by staff with charges at the fully allocated hourly rates for City staff involved plus any outside costs.
COMMUNITY DEVELOPMENT	S-042	PLANNING DEPT PLAN CHECK	Charge 25% of the Building Plan Check fee	Charge 25% of the Building Plan Check fee
COMMUNITY DEVELOPMENT	S-043	GENERAL PLAN MAINTENANCE	3.0% of building permit fees	3.0% of building permit fees
COMMUNITY DEVELOPMENT	S-044	DEVELOP/FIRE TECHNOLOGY SURCHARGE	1% of Building and Fire permit fees	1% of Building and Fire permit fees
COMMUNITY DEVELOPMENT	S-045	BUILDING PLAN CHECK & INSPECTION	With the new contract provider, the City should re-study this service within the next year to determine if the current fees are appropriate.	With the new contract provider, the City should re-study this service within the next year to determine if the current fees are appropriate.
COMMUNITY DEVELOPMENT		ZONE VARIANCE	\$2,253.00	\$12,455 per application plus any outside environmental consultant costs. If application is submitted with another application(s), the lower costing application fee(s) is reduced by 50%.
COMMUNITY DEVELOPMENT		WIRELESS TELE FAC RENEWAL		\$2355.00
COMMUNITY DEVELOPMENT	S-191	ALCOHOL SALES - APPLICATION		\$5,535 per application
COMMUNITY DEVELOPMENT	S-192	ALCOHOL SALES - COMPLIANCE REVIEW		\$1,730 per review
COMMUNITY DEVELOPMENT	S-194	ENTERTAINMNT PRMT - APPLICATION		\$6,805 - Adult \$5,345 - Non-Adult
COMMUNITY DEVELOPMENT	S-195	ENTERTAINMNT PRMT - ANNUAL COMPL.		\$1,095 - Adult \$ 400 - Non-Adult



FEE SCHEDULE

Fee Schedule Effective Date: 01/12/2025

Department	REF #	SERVICE	CURRENT FEE	RECOMMENDED FEE
FINANCE	S-236	BUSINESS LICENSE - NEW	\$50 per business	\$50 per business
FINANCE	S-237	BUSINESS LICENSE - RENEWAL	\$45 per business	\$45 per business
FINANCE	S-238	BUSINESS LICENSE CHANGE OF ADDRESS	\$45 per business	\$45 per business
FINANCE	S-239	NSF CHECK PROCESSING	\$60 per returned check	\$60 per returned check



FEE SCHEDULE

Fee Schedule Effective Date: 01/12/2025

Department	REF #	SERVICE	CURRENT FEE	RECOMMENDED FEE
FIRE	S-110	FIRE PLAN REVIEW & INSPECTION	\$ 680 - <20,000 sf/floor/bldg \$ 890 - 20,001-50,000 sf/floor/bldg \$1,215 - 50,001-100,000 sf/floor/bldg \$ 21 - Ea addl 10,000 sf above 100,000 sf/floor/bldg	\$ 680 - <20,000 sf/floor/bldg \$ 890 - 20,001-50,000 sf/floor/bldg \$1,215 - 50,001-100,000 sf/floor/bldg \$ 21 - Ea addl 10,000 sf above 100,000 sf/floor/bldg
FIRE	S-111	MEDICAL GAS SYSTEM PLAN/INSP	Plan Check - \$700 Inspection - \$470	Plan Check - \$700 Inspection - \$470
FIRE	S-112	CARBON DIOXIDE BEV DISP SYST PLAN	\$935 per plan	\$935 per plan
FIRE	S-113	SITE PLAN & ACCESS REVIEW	\$120 per review	\$120 per review
FIRE	S-114	SOLAR PANEL - RESIDENTIAL	\$220 per permit	\$220 per permit
FIRE	S-115	SOLAR PANEL - COMMERCIAL	up to 50 kW - \$445 per permit 51-250kW - additional \$7 per kW over 50 kW 250kW - additional \$5 per kW over 50 kW	up to 50 kW - \$445 per permit 51-250kW - additional \$7 per kW over 50 kW 250kW - additional \$5 per kW over 50 kW
FIRE	S-116	ADDITIONAL FIRE PLAN CHECK	\$235 per review	\$235 per review
FIRE	S-117	FIRE PERMIT EXTENSION/REISSUANCE	\$235 per request	\$235 per request
FIRE	S-118	EXPEDITED PLAN REVIEW	1.2 x FBHR. 1 hour minimum	1.2 x FBHR. 1 hour minimum
FIRE	S-119	FIRE ALARM SYSTEM PC/INSP	\$ 665 - 10 devices or less \$1,100 - 11 to 50 devices \$ 445 - Ea addl 50 devices beyond 50	\$ 665 - 10 devices or less \$1,100 - 11 to 50 devices \$ 445 - Ea addl 50 devices beyond 50
FIRE	S-120	FIRE EXTINGUISHING SYSTEM	\$560 per permit	\$560 per permit
FIRE	S-121	FIRE SPRINKLER SYSTEM PC/INSP	\$270 - Systems with 20 heads or less \$890 - Systems with 21 to 100 heads \$220 - Ea addl 100 heads beyond 100	\$270 - Systems with 20 heads or less \$890 - Systems with 21 to 100 heads \$220 - Ea addl 100 heads beyond 100
FIRE	S-122	NFPA 13D SINGLE FAMILY PC/INSP	\$890 per permit	\$890 per permit
FIRE	S-123	FIRE NEW RES UNIT SPRINKLER PC/INSP	Up to 5 units - \$444 6-10 units - \$865 Each additional 10 units - \$210	Up to 5 units - \$444 6-10 units - \$865 Each additional 10 units - \$210
FIRE	S-124	FIRE UNDERGROUND SYSTEM PC/INSP	\$ 655 - 1 to 4 hydrants/risers \$ 865 - 5 to 10 hydrants/risers \$1,075 - 11 or more hydrants/risers	\$ 655 - 1 to 4 hydrants/risers \$ 865 - 5 to 10 hydrants/risers \$1,075 - 11 or more hydrants/risers
FIRE	S-125	FIRE TENANT IMPRV CONSTRUCT PC/INSP	\$325 per permit	\$325 per permit
FIRE	S-126	TENANT IMPRV FIRE PROT SYS PC/INSP	\$445 - 20 heads or less \$770 - 21 to 100 heads \$220 - Ea addl 100 heads beyond 100	\$445 - 20 heads or less \$770 - 21 to 100 heads \$220 - Ea addl 100 heads beyond 100
FIRE	S-127	EMERG RESP RADIO COVERAGE PLAN CHK	\$935 per plan	\$935 per plan
FIRE	S-128	EMERG RESP RADIO COVERAGE INSPECT	\$755 per inspection	\$755 per inspection
FIRE	S-129	VAPOR RECOVERY/REMOVAL SYST PLAN	\$700 per plan	\$700 per plan
FIRE	S-130	PRELIMINARY PLAN REVIEW	\$235 per hour	\$235 per hour
FIRE	S-131	FIRE CODE-AUTOMATIC FIRE-EXTING	\$550 per permit	\$550 per permit
FIRE	S-132	FIRE CODE-ENERGY STORAGE SYST	\$560 per permit	\$560 per permit



FEE SCHEDULE

Fee Schedule Effective Date: 01/12/2025

Department	REF #	SERVICE	CURRENT FEE	RECOMMENDED FEE
FIRE	S-133	FIRE CODE-COMPRESSED GASES	\$560 per permit	\$560 per permit
FIRE	S-134	FIRE CODE-CRYOGENIC FLUIDS	\$560 per permit	\$560 per permit
FIRE	S-135	r/FIRE CODE-EMERG RESPONDER RADIO	This fee should be removed from the fee schedule as it is included in other services.	This fee should be removed from the fee schedule as it is included in other services.
FIRE	S-136	FIRE CODE-FIRE PUMPS AND RELATED	\$875 per permit	\$875 per permit
FIRE	S-137	FIRE CODE-FLAMM/COMBUSTIB LIQUIDS	\$1,355 per permit	\$1,355 per permit
FIRE	S-138	FIRE CODE-FUEL CELL POWER SYSTEMS	\$560 per permit	\$560 per permit
FIRE	S-139	FIRE CODE-GAS DETECTION SYSTEMS	\$665 per permit	\$665 per permit
FIRE	S-140	FIRE CODE-GATES AND BARRICADES	\$220 per permit	\$220 per permit
FIRE	S-141	FIRE CODE-HAZ MAT (H-OCCUPANCY)	\$1,015 per permit	\$1,015 per permit
FIRE	S-142	FIRE CODE-INDUSTRIAL OVENS	\$445 per permit	\$445 per permit
FIRE	S-143	FIRE CODE-LP GAS	\$680 per permit	\$680 per permit
FIRE	S-144	FIRE CODE-MOTOR VEHICLE REPAIR ROOM	\$325 per permit	\$325 per permit
FIRE	S-145	FIRE CODE-PLANT EXTRACTION SYSTEM	\$1,120 per permit. Covers up to 5 hours of staff time	\$1,120 per permit. Covers up to 5 hours of staff time
FIRE	S-146	FIRE CODE-PRIVATE FIRE HYDRANTS	\$220 per permit	\$220 per permit
FIRE	S-147	FIRE CODE-SMOKE CONTROL/EXHAUST SYS	\$665 per permit	\$665 per permit
FIRE	S-148	FIRE CODE-SPECIAL EVENT STRUCTURE	\$420 per permit	\$420 per permit
FIRE	S-149	FIRE CODE-SPRAYING OR DIPPING	\$665 per permit	\$665 per permit
FIRE	S-150	FIRE CODE-STANDPIPE SYSTEMS	\$665 per permit	\$665 per permit
FIRE	S-151	FIRE CODE-DUST COLLECTION SYSTEM	\$680 per permit	\$680 per permit
FIRE	S-152	FIRE CODE-METHANE MITIGATION SYSTEM	\$680 per permit	\$680 per permit
FIRE	S-153	FIRE CODE-OIL WELL ABANDONMENT	\$535 per permit	\$535 per permit
FIRE	S-154	CHEMICAL CLASSIFICATION REVIEW	This fee should be removed from the fee schedule as it is included in another service.	This fee should be removed from the fee schedule as it is included in another service.
FIRE	S-155	HIGH PILED COMBUSTIBLE STOCK	\$550 - Total of 5,000 sf or less \$760 - Total of 5,001 to 10,000 sf \$210 - Ea addl 5,000 sf beyond 10,000 sf	\$550 - Total of 5,000 sf or less \$760 - Total of 5,001 to 10,000 sf \$210 - Ea addl 5,000 sf beyond 10,000 sf
FIRE	S-156	OIL WELL - NEW INSTALLATION	Actual staff and outside costs	Actual staff and outside costs
FIRE	S-157	HYDRANT FLOW REQUEST	\$210 per test	\$210 per test
FIRE	S-158	FIRE SAFETY WATCH	Fully allocated hourly rate with minimum of 2 hours	Fully allocated hourly rate with minimum of 2 hours
FIRE	S-159	FIRE RE-INSPECTION	Fully allocated hourly rate with minimum of 1 hour	Fully allocated hourly rate with minimum of 1 hour
FIRE	S-160	REQUESTED FIRE INSPECTION	Fully allocated hourly rate with minimum of 1 hour	Fully allocated hourly rate with minimum of 1 hour
FIRE	S-161	AFTER-HOURS FIRE INSPECTION	120% of the Fully allocated hourly rate with minimum of 4 hours	120% of the Fully allocated hourly rate with minimum of 4 hours
FIRE	S-162	NEW BUSINESS INSPECTION - FIRE	\$210 - Up to 100,000 sq ft \$420 - Over 100,000 sq ft	\$210 - Up to 100,000 sq ft \$420 - Over 100,000 sq ft
FIRE	S-163	ANNUAL ENGINE COMPANY INSPECTION	Fully allocated hourly rate with minimum of 1 hour	Fully allocated hourly rate with minimum of 1 hour
FIRE	S-164	FIRE CODE VIOLATIONS	No Charge - Initial inspection/ Violation 1st notice \$ 100 - 1st reinspection/ Violation 2nd notice \$ 510 - 2nd reinspection/ Violation 3rd notice \$1,020 - 3rd reinspection/City attorney/Prosecutor action	No Charge - Initial inspection/ Violation 1st notice \$ 100 - 1st reinspection/ Violation 2nd notice \$ 510 - 2nd reinspection/ Violation 3rd notice \$1,020 - 3rd reinspection/City attorney/Prosecutor action
FIRE	S-165	FIRE SUPPRESSION ACTIVITIES	Fully allocated hourly rates	Fully allocated hourly rates



FEE SCHEDULE

Fee Schedule Effective Date: 01/12/2025

Department	REF #	SERVICE	CURRENT FEE	RECOMMENDED FEE
FIRE	S-166	PARAMEDIC SERVICES	Paramedic Subscription Program - \$60 per year per address \$369.25 per response	Paramedic Subscription Program - \$60 per year per address \$369.25 per response
FIRE	S-167	FIRE FALSE ALARM RESPONSE	\$355 per response	\$355 per response
FIRE	S-168	ANNUAL FIRE CODE OPERATIONS PERMIT	\$260 per permit	\$260 per permit
FIRE	S-169	ANNUAL FIRE CODE PERMIT - HOT WORK	Less than 200 cubic feet - \$105 per permit 200 cubic feet or greater - \$210 per permit	Less than 200 cubic feet - \$105 per permit 200 cubic feet or greater - \$210 per permit
FIRE	S-170	MISCELLANEOUS FIRE PERMIT	\$210 per permit	\$210 per permit
FIRE	S-171	ENVIRONMENTAL PROTECTION SVCS	See Appendix C for fee detail	See Appendix C for fee detail
FIRE	S-173	r/ FIRE INVESTIGATION CAUSE/ORIG	Remove. Combined with COPY - PRINT fee	Remove. Combined with COPY - PRINT fee
FIRE	S-174	IN-RACK FIRE SPRINKLER INSPECTION	\$420 per permit plus \$105 per each additional 100 heads over 100 heads	\$420 per permit plus \$105 per each additional 100 heads over 100 heads
FIRE	S-175	HOSE REEL/RACK/STAND PIPE INSPECT	\$420 per permit	\$420 per permit
FIRE	S-176	FIRE PUMP HOUSE INSPECTION	\$630 per permit	\$630 per permit
FIRE	S-177	FIRE CODE-FIRE ALARM INSPECTION	First 50 devices - \$420 Each additional 50 devices - \$210	First 50 devices - \$420 Each additional 50 devices - \$210
FIRE	S-179	FLAM/COMB LIQUID PIPING SYS INSPECT	\$420 per permit	\$420 per permit
FIRE	S-180	FLAM/COMB LIQ-MANUF & PROCESS INSP	\$1,260 per permit plus actual time spent over 6 hours	\$1,260 per permit plus actual time spent over 6 hours
FIRE	S-181	MECHANICAL REFRIGERATION SYST INSP	\$210 per permit	\$210 per permit
FIRE	S-183	MULTI-FAMILY RESIDENTIAL FIRE INSP	\$230 per inspection	\$230 per inspection
FIRE	S-184	APARTMENT/TOWNHOUSE FIRE INSPECTION	3-10 units - \$230 per inspection 11-20 units - \$350 per inspection Each additional 10 units over 20 - \$60	3-10 units - \$230 per inspection 11-20 units - \$350 per inspection Each additional 10 units over 20 - \$60
FIRE	S-185	ASSIST LIVING FACILITY FIRE INSPECT	1-25 residents - \$230 per inspections 26-50 inspections - \$350 per inspection Each additional 25 residents over 50 - \$60	1-25 residents - \$230 per inspections 26-50 inspections - \$350 per inspection Each additional 25 residents over 50 - \$60
FIRE	S-186	REHAB/HALFWAY/STATE FACIL FIRE INSP	\$695 per permit plus actual time spent over 6 hours	\$695 per permit plus actual time spent over 6 hours
FIRE	S-187	HOSPITAL/CLINIC FIRE INSPECTION	\$695 per permit plus actual time spent over 6 hours	\$695 per permit plus actual time spent over 6 hours
FIRE	S-188	SCHOOL FIRE INSPECTION	\$695 per permit plus actual time spent over 6 hours	\$695 per permit plus actual time spent over 6 hours
FIRE		METHANE DETECTION SYSTEM (ORDINANCE)	\$159.00	\$190.00
FIRE		OIL AND NATURAL GAS WELLS (ORDINANCE)	\$75.00	\$90.00
FIRE		ABOVE GROUND STORAGE: INSTALL, REMOVAL, DEMOLITION, AND MODIFICATION OF PIPING OR STRUCTURES (PER TANK)	\$235.00	\$310.00
FIRE		FLAMMABLE/CONBUSTABLE LIQUID MANUFACTURING, BLENDING OR REFINING	\$260.00	\$2,675.00
FIRE		LATE CERS SUBMITTAL PENALTY		\$475.00
FIRE		MISCELLANEOUS COMBUSTABLE STORAGE >2500 CUBIC FEET	\$165.00	\$165.00
FIRE		Magnesium Working	\$190	\$260
FIRE		Aboveground Petroleum Storage Tank Facility - Annual Fee Based on Facility Aggregate Gallons - 1 to less than 1320	\$0	\$190



FEE SCHEDULE FY 2024-25

Fee Schedule Effective Date: 01/12/2025

Department	REF #	SERVICE	CURRENT FEE	RECOMMENDED FEE
POLICE SERVICES	S-190	BUSINESS REGULATORY PERMIT	\$400 per permit	\$400 per permit
POLICE SERVICES	S-193	FOOD/SIDEWLK VEND/CATER TRCK-POLICE	\$285 per business plus \$140 per vehicle	\$285 per business plus \$140 per vehicle
POLICE SERVICES	S-196	FIREARM SALES SITE PERMIT	\$905 per permit	\$905 per permit
POLICE SERVICES	S-197	DUI EMERGENCY ACCIDENT RESPONSE	California Government Code 53155 Charge the actual costs incurred up to \$12,000 per response for all responding personnel	California Government Code 53155 Charge the actual costs incurred up to \$12,000 per response for all responding personnel
POLICE SERVICES	S-198	IMPOUNDED VEHICLE RELEASE	\$166 per vehicle \$319 per vehicle (DUI - Not Guilty)	\$166 per vehicle \$319 per vehicle (DUI - Not Guilty)
POLICE SERVICES	S-199	REPOSSESSED VEHICLE RELEASE	California Government Code 26751 \$15 per vehicle	California Government Code 26751 \$15 per vehicle
POLICE SERVICES	S-200	CITATION SIGN OFF/VIN VERIFICATION	\$25 per citation/vehicle	\$25 per citation/vehicle
POLICE SERVICES	S-201	TRAFFIC ACCIDENT REPORT	\$15 per report Fee should comply with the terms of the Public Records Act.	\$15 per report Fee should comply with the terms of the Public Records Act.
POLICE SERVICES	S-202	LOCAL CRIMINAL HISTORY RECORD	\$50 per report	\$50 per report
POLICE SERVICES	S-203	IMMIGRATION LETTER	\$25 per letter	\$25 per letter
POLICE SERVICES	S-204	VISA CLEARANCE LETTERS	\$50 per letter	\$50 per letter
POLICE SERVICES	S-205	POLICE FALSE ALARM RESPONSE	\$125 per response	\$125 per response
POLICE SERVICES	S-206	YARD SALE PERMIT	\$10 per permit. Free for seniors	\$10 per permit. Free for seniors
POLICE SERVICES	S-207	ANIMAL CARE SERVICES	\$23 per license - Spayed (Non-Seniors) \$8 per license - Spayed (Senior Citizen) \$90-per license - Not Spayed \$8 - Duplicate Dog License \$27 - Fine/Penalty	\$23 per license - Spayed (Non-Seniors) \$8 per license - Spayed (Senior Citizen) \$60 per license - Not Spayed \$45 per license: Senior Not-spayed \$8 - Duplicate Dog License \$27 - Fine/Penalty
POLICE SERVICES	S-208	PUBLIC SAFETY OFFICER-EVENT COVERAGE	\$360 per event	\$360 per event
POLICE SERVICES	S-209	SUBPOENA - WITNESS AND DOCUMENTS	Subpoenaed Non-Sworn - \$35 per day plus \$0.20 per mile (CA Govt Code 68093) Subpoenaed Peace Officer - full cost to the public entity incurred in paying the peace officer, firefighter his or her salary or other compensation and traveling expense for each day that such officer is required to remain in attendance (CA Govt Code 68097.2) Subpoena Duces Tecum - \$15 (CA Evidence Code 1563(b)(6))	Subpoenaed Non-Sworn - \$35 per day plus \$0.20 per mile (CA Govt Code 68093) Subpoenaed Peace Officer - full cost to the public entity incurred in paying the peace officer, firefighter his or her salary or other compensation and traveling expense for each day that such officer is required to remain in attendance (CA Govt Code 68097.2) Subpoena Duces Tecum - \$15 (CA Evidence Code 1563(b)(6))
POLICE SERVICES		22500(n)(1)(A) CVC: Crosswalk parking restriction		\$51 per fine
POLICE SERVICES		72.26 SFSMC: Parking of Recreational Vehicles Prohibited on any City Street		\$63 per fine
POLICE SERVICES		72.63(A) SFSMC: EV Parking/4-hour time limit.		\$63 per fine
POLICE SERVICES		72.63(B) SFSMC: EV Parking Time Restriction/Employee Only.		\$63 per fine
POLICE SERVICES		11.06 SFSMC: Civil Fines		California Government Code 53069.4, 25132, 36900 First Violation: \$100 Second Violation: \$200 Third Violation: \$500



FEE SCHEDULE

Fee Schedule Effective Date: 01/12/2025

Department	REF #	SERVICE	CURRENT FEE	RECOMMENDED FEE
PUBLIC WORKS	S-068	FINAL PARCEL/TRACT MAP	\$4,470 per map plus actual costs for contract surveyor	\$4,470 per map plus actual costs for contract surveyor
PUBLIC WORKS	S-069	LOT LINE ADJUSTMENT (PW)	\$2,085 per application plus actual costs for contract surveyor	\$2,085 per application plus actual costs for contract surveyor
PUBLIC WORKS	S-070	LOT MERGER	\$2,085 per application plus actual costs for contract surveyor	\$2,085 per application plus actual costs for contract surveyor
PUBLIC WORKS	S-071	LOT TIE AGREEMENT	\$2,085 per application plus actual costs for contract surveyor	\$2,085 per application plus actual costs for contract surveyor
PUBLIC WORKS	S-072	STREET/ALLEY VACATION	Deposit determined by staff with charges at the fully allocated hourly rates for City staff involved plus any outside costs.	Deposit determined by staff with charges at the fully allocated hourly rates for City staff involved plus any outside costs.
PUBLIC WORKS	S-073	SUMMARY STREET VACATION	Deposit determined by staff with charges at the fully allocated hourly rates for City staff involved plus any outside costs.	Deposit determined by staff with charges at the fully allocated hourly rates for City staff involved plus any outside costs.
PUBLIC WORKS	S-074	CONST - COMMERCIAL DRIVEWAY	\$550 per permit	\$550 per permit
PUBLIC WORKS	S-075	CONST - RESIDENTIAL DRIVEWAY	\$550 per permit	\$550 per permit
PUBLIC WORKS	S-076	CONST - SIDEWALK	\$550 per permit	\$550 per permit
PUBLIC WORKS	S-077	CONST - CURB & GUTTER	\$550 per permit	\$550 per permit
PUBLIC WORKS	S-078	CONST - PARKWAY CULVERT	\$550 per permit	\$550 per permit
PUBLIC WORKS	S-079	CONST - CURB RAMP	\$550 per permit	\$550 per permit
PUBLIC WORKS	S-080	CONST - CURB CORE FOR DRAIN PIPE	\$550 per permit	\$550 per permit
PUBLIC WORKS	S-081	EXCAVATION PERMIT PROCESSING	\$355 per permit	\$355 per permit
PUBLIC WORKS	S-082	EXCAVATION INSPECTION	Regular Hours - \$132 per hour (2 hour minimum) After Hours - \$160 per hour (2 hour minimum)	Regular Hours - \$132 per hour (2 hour minimum) After Hours - \$160 per hour (2 hour minimum)
PUBLIC WORKS	S-083	TRAFFIC CONTROL PLAN REVIEW	\$385 per plan	\$385 per plan
PUBLIC WORKS	S-084	PUBLIC WORKS PLAN CHECK/INSPECTION	16% of ACC - Up to \$500,000 Approved Construction Cost 7% of ACC - Amount beyond \$500,000 ACC	16% of ACC - Up to \$500,000 Approved Construction Cost 7% of ACC - Amount beyond \$500,000 ACC
PUBLIC WORKS	S-085	TRAFFIC STUDY REVIEW	First review - \$1,260 Each additional review - \$875	First review - \$1,260 Each additional review - \$875
PUBLIC WORKS	S-086	IRRIGATION PLAN CHECK	\$830 per sheet	\$830 per sheet

FEE SCHEDULE

Fee Schedule Effective Date: 01/12/2025

Department	REF #	SERVICE	CURRENT FEE	RECOMMENDED FEE
PUBLIC WORKS	S-087	DRAINAGE PLAN REVIEW & INSPECTION	Deposit determined by 15% of Estimated Construction Costs with charges at the fully allocated hourly rates for City staff involved plus any outside costs.	Deposit determined by 15% of Estimated Construction Costs with charges at the fully allocated hourly rates for City staff involved plus any outside costs.
PUBLIC WORKS	S-088	SEWER STUDY REVIEW	\$1,360 per study	\$1,360 per study
PUBLIC WORKS	S-089	MS4 PERMIT COMPLIANCE PLAN CHECK	Charge actual contract costs	Charge actual contract costs
PUBLIC WORKS	S-090	MS4 PERMIT COMPLIANCE INSPECTION	\$270 per inspection plus actual contract costs	\$270 per inspection plus actual contract costs
PUBLIC WORKS	S-091	ADDITIONAL PUBLIC WORKS PLAN REVIEW	\$425 per review	\$425 per review
PUBLIC WORKS	S-092	ADDITIONAL PUBLIC WORKS INSPECTION	Regular Hours - \$132 per hour (2 hour minimum) After Hours - \$160 per hour (2 hour minimum)	Regular Hours - \$132 per hour (2 hour minimum) After Hours - \$160 per hour (2 hour minimum)
PUBLIC WORKS	S-093	UTILITY FRANCHISE APPLICATION	Deposit determined by staff with charges at the fully allocated hourly rates for City staff involved plus any outside costs.	Deposit determined by staff with charges at the fully allocated hourly rates for City staff involved plus any outside costs.
PUBLIC WORKS	S-094	INSURANCE CERTIFICATE REVIEW	First review - No Charge Second review and beyond - \$120 per review	First review - No Charge Second review and beyond - \$120 per review
PUBLIC WORKS	S-095	STREET SIGN INSTALLATION	\$385 per review plus \$735 per sign if approved	\$385 per review plus \$735 per sign if approved
PUBLIC WORKS	S-096	DISABLED PARKING REVIEW	\$1,135 per review plus \$800 for installation if approved	\$1,135 per review plus \$800 for installation if approved
PUBLIC WORKS	S-097	EASEMENT DEED REVIEW	First 2 reviews - \$825 Each additional review - \$415	First 2 reviews - \$825 Each additional review - \$415
PUBLIC WORKS	S-098	TREE REMOVAL PERMIT	\$820 per review plus \$465 per removal if approved	\$820 per review plus \$465 per removal if approved
PUBLIC WORKS	S-099	TEMP. REFUSE BIN/STORAGE POD PERMIT	\$200 per permit	\$200 per permit
PUBLIC WORKS	S-100	REPRODUCTION - DEVELOPMENT PLANS	\$30 each sheet	\$30 each sheet
PUBLIC WORKS	S-101	BACKFLOW DEVICE TESTING PROCESSING	\$40 per device per year	\$40 per device per year
PUBLIC WORKS	S-102	SEWER FLOW TEST	\$2,500 deposit for actual staff and outside costs	\$2,500 deposit for actual staff and outside costs
PUBLIC WORKS	S-103	UTILITY RESEARCH	\$135 per hour (1/2 hour minimum)	\$135 per hour (1/2 hour minimum)
PUBLIC WORKS	S-104	MAILING SPECIFICATIONS	\$30 per spec page	\$30 per spec page

RESOLUTION NO. 9933

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS APPROVING AN UPDATE OF THE CITY'S DEVELOPMENT SERVICES FEE SCHEDULE AND AMENDING AND REVISING THE CITY'S COMPREHENSIVE FEE SCHEDULE

WHEREAS, the Santa Fe Springs Municipal Code establishes fees for the City's public facilities and essential services whereby such fees are established by Resolution; and

WHEREAS, the purpose of fees is to mitigate costs on the City's public facilities and essential services whereby fees follow the "costs reasonably borne" test established by Article XIIIB of the California Constitution; and

WHEREAS, the City's Comprehensive Fee Schedule was last revised by the City Council on July 28, 2016, by Resolution 9520; and

WHEREAS, the Mitigation Fee Act (Government Code sections 66000-66025) requires that a city which increases certain fees must establish that there is a reasonable relationship between the specific amount of the fee imposed as a condition of approval and the cost of the public facility attributable to that project; and

WHEREAS, the City has engaged Revenue & Cost Specialists, LLC to conduct a Cost of Services Study ("COS Study") to meet the requirements of Article XIIIB of the California Constitution and the Mitigation Fee Act; and

WHEREAS, based upon the COS Study, City staff has recommended an update of the Comprehensive Fee Schedule as set forth in Exhibit A to this Resolution; and

WHEREAS, based on the COS Study, City essential services are best supported by annual adjustments whereby development services fees are adjusted each year by the Engineering News Record (ENR) to keep pace with the cost of construction, while all other fees are adjusted by the Consumer Price Index (CPI) to keep pace with general inflationary levels; and

WHEREAS, a public hearing was duly noticed for the City Council meeting of November 12, 2024, by publishing the notice in Whittier Daily News newspaper on October 25, 2024; and

WHEREAS, the proposed update to the Comprehensive Fee Schedule is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the California Public Resources Code, also known as the "Common Sense Exemption." This is because CEQA only applies to projects that have the potential for causing a significant effect on the environment. Since there is no possibility that the proposed updated Comprehensive Fee Schedule will have a significant effect on the environment, the project is not subject to CEQA.

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

Section 1. Resolution No. 9520, and any other previous adopted resolution regarding the Comprehensive Fee Schedule, is hereby rescinded.

Section 2. In compliance with Article XIII B of the California Constitution and the Mitigation Fee Act, the City Council hereby establishes fees for the services set forth in the attached Exhibit A listing of fees in the "City of Santa Fe Springs" Comprehensive Fee Schedule for Fiscal Years 2025-26, in the amounts set forth therein.

Section 3. Said fees shall be effective January 12, 2025 and supersede all previously established fees for said services.

Section 4. Any party may protest the imposition on a development project of a fee established by this Resolution within 90 days after the date the city imposes the fee in its approval of the project, in accordance with Section 66020 of the Mitigation Fee Act. Upon receiving such protest or appeal, the City Manager, or designated agent, shall set the matter for hearing before an impartial third-party hearing officer. The party appealing the imposition of the fee shall bear the burden of establishing that the fee is improper.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution and it shall be in full force and effect.

PASSED, APPROVED AND ADOPTED on this 12th day of November, 2024 by the following vote:

AYES: Councilmembers Martin, Rodriguez, Zamora, Mayor Pro Tem Rounds, and Mayor Sarno

NOES: None

ABSENT: None

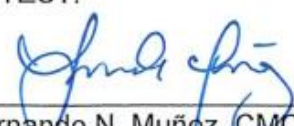
ABSTAIN: None

CITY OF SANTA FE SPRINGS

By:


Jay Sarno, Mayor

ATTEST:


Fernando N. Muñoz, CMC
Deputy City Clerk

RESOLUTION NO. 9933

RESOLUTION NO. 9947

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING RESOLUTION NO. 9933, TO AMEND AND UPDATE THE CITY'S COMPREHENSIVE SCHEDULE FOR FISCAL YEAR 2024-25

WHEREAS, the Santa Fe Springs Municipal Code establishes fees for the City's public facilities and essential services whereby such fees are established by Resolution; and

WHEREAS, the purpose of fees is to mitigate costs on the City's public facilities and essential services whereby fees follow the "costs reasonably borne" test established by Article XIII B of the California Constitution; and

WHEREAS, the Mitigation Fee Act (Government Code sections 66000-66025) requires that a city which increases certain fees must establish that there is a reasonable relationship between the specific amount of the fee imposed as a condition of approval and the cost of the public facility attributable to that project; and

WHEREAS, the City engaged Revenue & Cost Specialists, LLC to conduct a Cost of Services Study ("COS Study") to meet the requirements of Article XIII B of the California Constitution and the Mitigation Fee Act; and

WHEREAS, based upon the COS Study, the City's Comprehensive Fee Schedule was revised by the City Council on November 12, 2024, by Resolution 9933; and

WHEREAS, a small number of fees were not included or addressed in the Master Fee Schedule and the Fire services Fee Schedule as was set forth in Exhibit A of Resolution No. 9933; and

WHEREAS, based upon the COS Study, City staff has recommended a list of additional fees that should be added, amended, or removed within the Fire Services Fee Schedule, and the Master Fee Schedule of the Comprehensive Fee Schedule for Fiscal Year 2024-25 as set forth in Exhibit A to this Resolution; and

WHEREAS, a public hearing was duly noticed for the City Council meeting of March 4, 2025, by publishing the notice in Whittier Daily News newspaper twice on February 14, 2025 and February 21, 2025; and

WHEREAS, the proposed update to the Comprehensive Fee Schedule is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the California Public Resources Code, also known as the "Common Sense Exemption." This is because CEQA only applies to projects that have the potential for causing a significant effect on the environment. Since there

is no possibility that the proposed updated Comprehensive Fee Schedule will have a significant effect on the environment, the project is not subject to CEQA.

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

Section 1. The aforementioned recitals are incorporated herein by reference as set forth in full herein.

Section 2. In compliance with Article XIII B of the California Constitution and the Mitigation Fee Act, the City Council hereby establishes fees for the services set forth in the attached Exhibit A listing of fees in the "City of Santa Fe Springs" Comprehensive Fee Schedule for Fiscal Years 2025-26, in the amounts set forth therein.

Section 3. Resolution No. 9933, and any attachments regarding the Comprehensive Fee Schedule, is hereby amended.

Section 4. Said fees shall be effective May 4, 2025 and supersede all previously established fees for said services in Exhibit A of this Resolution.

Section 5. Any party may protest the imposition on a development project of a fee established by this Resolution within 90 days after the date the city imposes the fee in its approval of the project, in accordance with Section 66020 of the Mitigation Fee Act. Upon receiving such protest or appeal, the City Manager, or designated agent, shall set the matter for hearing before an impartial third-party hearing officer. The party appealing the imposition of the fee shall bear the burden of establishing that the fee is improper.

Section 6. The City Clerk shall certify to the passage and adoption of this Resolution and it shall be in full force and effect.

PASSED, APPROVED AND ADOPTED on this 4th day of March, 2025 by the following vote:

AYES:	Councilmembers Mora, Martin, Rodriguez, Mayor Pro Tem Zamora, and Mayor Rounds
NOES:	None
ABSENT:	None
ABSTAIN:	None

CITY OF SANTA FE SPRINGS

By: 
William K. Rounds, Mayor

APPROVED: 03/04/2025
ITEM NO.: 2

ATTEST:



Fernando N. Muñoz, City Clerk

Attachments:
Exhibit A – Amended Fee Schedule

RESOLUTION NO. 9947



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 9968 CONFIRMING THE FISCAL YEAR 2025-26 ENGINEER'S REPORT FOR THE ANNUAL HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-1 (HAWKINS STREET AND PALM DRIVE) AND LEVYING SUCH ASSESSMENTS

DATE: July 1, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Conduct a Public Hearing and consider adopting Resolution No. 9968 confirming the Fiscal Year 2025-26 Engineer's Report for the Annual Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive); and,
- 2) Authorize the Levying of the Fiscal Year 2025-26 Assessments; and,
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The District has a positive financial impact on the City because a benefit assessment district is utilized to fund street maintenance costs within the Heritage Springs development. The net assessment to be distributed over the District for Fiscal Year 2025-26 is \$50,970.

BACKGROUND / DISCUSSION

On June 17, 2025, the City Council adopted Resolution No. 9960 declaring its intention to levy an assessment for street maintenance and repair of the streets located within the Heritage Springs Assessment District No. 2001-1. Resolution No. 9960 also set the

Public Hearing to Consider Adoption of Resolution No. 9968 Confirming the Fiscal Year 2025-26 Engineer’s Report for the Annual Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) and Levying Such Assessments

Page 2 of 2

Public Hearing for 6:00 p.m. on July 1, 2025, and a notice was published in the Whittier Daily News. Proof of Publication of the hearing notice is included in Attachment D.

The net assessment to be distributed over the District for Fiscal Year 2025-26 is \$50,970. This sum shall be assessed according to the benefits received by properties located within the Heritage Springs Assessment District No. 2001-1. The methodology for distributing the assessments over the District complies with the requirements of State Proposition 218.

ANALYSIS / DISCUSSION

Resolution No. 9968 (Attachment A) establishes approval and confirmation of the Engineer’s Report for the Heritage Springs Assessment District No. 2001-1 (Attachment B) and authorizes the levying of such assessments. These actions are required in order to complete the direct assessment process with Los Angeles County and place the appropriate parcel assessments on the County Assessment Roll.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

The City Council will consider the adoption of Resolution 9968 confirming the Engineer’s Report for the FY 2025-26 Heritage Springs Assessment District No. 2001-1 and authorize the levying of such assessments. Upon the approval of the recommended actions by the City Council, staff will coordinate with the County of Los Angeles to include the assessment in the County Assessment Roll.

ATTACHMENTS:

- A. Resolution No. 9968
- B. Engineer’s Report
- C. District Boundary Map
- D. Proof of Publication

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

APPROVED:
ITEM NO.:

RESOLUTION NO. 9968

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, DIRECTING THE LEVY OF ANNUAL ASSESSMENTS IN THE CITY OF SANTA FE SPRINGS HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1 FOR FISCAL YEAR 2025/2026

**CITY OF SANTA FE SPRINGS
Heritage Springs Assessment District 2001-1
(Hawkins Street and Palm Drive)**

WHEREAS, this Council has conducted proceedings under and pursuant to the Municipal Improvement Act of 1913, Division 12, California Streets and Highways Code (the "Act") and Resolution Ordering the Assessment District Formation No. 6642, adopted June 28, 2001 (the "Resolution of Formation"), to form the Heritage Springs Assessment District 2001-1 (the "Assessment District"), to authorize the levy of special assessment upon the lands within the Assessment District, to acquire and construct public streets and other improvements, all as described therein; and

WHEREAS, pursuant to Section 10100.8 of the Act and the Resolution of Intention, this Council is authorized to levy annual assessments (the "Assessments") for maintenance, repair or improvement, including all expenses required for resurfacing and repair to public streets (the "Maintenance") in and adjacent to the Assessment District to keep such acquisitions and improvements in fit operating condition which are ordinarily incurred no more frequently than every five years, of the acquisitions and improvements for the Assessment District; and

WHEREAS, under the Act, this Council and for the annual levy of the Assessments, on June 17, 2025, has adopted Resolution No. 9960, a Resolution of the City Council of the City of Santa Fe Springs of Intention to Levy Annual Assessments for the City of Santa Fe Springs Heritage Springs Assessment District 2001-1 for Fiscal Year 2025/2026 (the "Intention Resolution") and approved the Engineer's Report (the "Engineer's Report") prepared pursuant to the Act for purposes of the levy of assessments for Fiscal Year 2025/2026; and

WHEREAS, as specified in the Intention Resolution, and upon notice as required by the Act, this Council held a public hearing on the issue of the levy of the assessments for the Next Fiscal Year, and all persons desiring to be heard were given an opportunity to be heard, and all objections to the assessment were considered by this Council.

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

1. Objections Overruled. Any and all objections and protests against the annual levy of assessments for the Assessment District, as a whole or as to any part

thereof, or against the estimate of costs and the assessments, in whole or in part, written and oral, are hereby overruled.

2. Public Interest. The public interest, convenience and necessity require the levy of annual assessments for the Assessment District.

3. District Described. The District specially benefited and to be assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by the assessment diagram thereof filed in the offices of the City Clerk, which map is made a part hereof by reference thereto.

4. Engineer's Report Approved. The Engineer's Report, in the form on file with the City Clerk and to which reference is hereby made for further particulars, including the estimates of costs and expenses, the apportionment of assessments and the assessment diagram contained in the Engineer's Report, was adopted on June 17, 2025, by Resolution No. 9959 shall stand as the Engineer's Report for FY 2025/2026.

5. Benefits Determined. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the public hearing, this Board expressly finds and determines that each of the several subdivisions of land in the Assessment District will be specially benefited.

6. Collection of Assessments. The assessments herein confirmed shall be collected in the same manner and upon the same roll as general taxes of the County of Los Angeles are collected. The Director of Finance and Administrative Services or other authorized official of the City is hereby authorized and directed to cause such collections to be made for the Next Fiscal Year.

7. Effective. This resolution shall take effect from and after its adoption.

PASSED and ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting thereof this 1st day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William K. Rounds, Mayor

ATTEST:

Fernando Muñoz, City Clerk



CITY OF SANTA FE SPRINGS

ENGINEER'S REPORT

HERITAGE SPRINGS ASSESSMENT

DISTRICT NO. 2001-1

FISCAL YEAR 2025-26

LOS ANGELES COUNTY, CALIFORNIA

June 3, 2025

PREPARED BY



Harris & Associates

101 Progress, Suite 250

Irvine, CA 92618

www.weareharris.com

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ENGINEER'S CERTIFICATION

AGENCY: THE CITY OF SANTA FE SPRINGS

PROJECT: HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-1

TO: THE CITY COUNCIL OF THE
CITY OF SANTA FE SPRINGS
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2025–26

WHEREAS, the City of Santa Fe Springs, County of Los Angeles, State of California, pursuant to the provisions of the Section 10100.8 Municipal Improvement Act of 1913, being Division 12 of the California Streets and Highways Code (the "Act") intends to undertake proceedings for the annual levy of special assessments in and for the City's Heritage Springs Assessment District No. 2001-1 (the "District");

NOW THEREFORE, the undersigned Engineer of Work hereby submit herewith the "Report" consisting of four (4) parts as follows:

HERITAGE SPRINGS ASSESSMENT DISTRICT

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

PART I

Description of Improvements: A description of the maintenance activities to be performed

PART II

Cost Estimate: An estimate of the maintenance costs to be paid from the District.

PART III

Assessment Roll: The assessment by parcel.

PART IV

Method of Assessments: The way the assessment is apportioned.

Appendix

Appendix A – Assessment Diagram

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED: June 3, 2025

 **Harris & Associates**



Alison Bouley, P.E., Assessment Engineer
R.C.E. No. C61383
Engineer of Work
State of California

PART I – DESCRIPTION OF IMPROVEMENTS

The assessments in the District shall be levied for the maintenance of improvements as follows, and shall include all incidental expenses, including administration, legal, establishment of reserves, collection and contracting.

The improvements proposed to be maintained may be generally described as Hawkins Street, east of Norwalk Boulevard, and Palm Drive, south of Hawkins Street. The maintenance of such improvements is proposed to consist of the continued maintenance and operation of such improvements, including the maintenance of pavement and appurtenant facilities that are located in and along such streets, including but not limited to, personnel, electrical energy, utilities, materials, contracting services, and other items necessary for the satisfactory maintenance of these improvements described as follows:

Pavement and Appurtenant Facilities

Pavement and appurtenant facilities, in public street and rights-of-way, within the boundary of said District.

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance, repair and servicing of the above described roadways and appurtenant improvements, including repair, slurry sealing, chip sealing, removal or replacement of all or part of any of the streets or appurtenant improvements, and the administration of all aspects of the maintenance and the District.

PART II – COST ESTIMATE

The estimated amount to be paid annually into the maintenance program fund for the streets as described in Part I of this Report is as follows:

Street Maintenance Cost Estimate

In 2001 \$'s:

Slurry Seal @ 5 and 15 years:

5 years	\$0.16 / SF x	100,000 SF =	\$16,000
15 years	4% estimated inflation per yr =		\$24,000

Street Rehab @ 10 years:

10 years	\$1.50 / SF x	100,000 SF =	\$150,000

Street Reconstruct @ 20 years:

20 years	\$5.00 / SF x	100,000 SF =	\$500,000

Total est. 20 year Maintenance Strategy:	\$690,000
round up to:	\$700,000

Estimated annual cost for 2001 =	\$35,000
estimated cost per SF:	\$0.3500

Conversion to 2025 \$'s:

ENR Construction Cost Index Increase

June 2001 - 2025*	118.40%
2025 cost per SF:	\$0.7644

Hawkins Street & Palm Drive Improvements SF =	66,680

Annual Cost for Fiscal Year 2025-26 =	\$50,970

Maintenance Fund Capital Reserve Balance =	\$955,512
(fund balance estimated as of July 1, 2025)	

* Cost Conversion through April 2025 due to timing of report.

PART III – ASSESSMENT ROLL

In addition to the maintenance assessment discussed in Part I and Part II (highlighted in the table below), the parcels within the District are also subject to paying debt service on limited obligation improvement bonds issued in 2001. The total proposed assessment for Fiscal Year 2025-26 and the amount of the total proposed assessment apportioned to each lot or parcel within the District is a combination of the maintenance assessment and debt service, as shown on the latest assessment roll at the Los Angeles County Assessor's Office, are shown below.

The description of each lot or parcel is part of the County assessment roll and this roll is, by reference, made part of this Report.

Asmt No.	Assessor's Parcel Number	Fiscal Year 2025-26 Maint. Asmt.	Fiscal Year 2025-26 Debt Service	Total County Submittal for FY 2025-26
1	8005-015-037	\$10,912.68	\$36,797.75	\$47,710.43
2	8005-015-038	\$9,985.53	\$33,671.69	\$43,657.22
3	8005-015-039	\$4,094.42	\$13,807.23	\$17,901.65
4	8005-015-040	\$3,322.22	\$11,202.13	\$14,524.35
5	8005-015-041	\$3,148.42	\$10,616.03	\$13,764.45
6	8005-015-042	\$2,800.80	\$9,443.67	\$12,244.47
7	8005-015-043	\$2,182.54	\$7,359.52	\$9,542.06
8	8005-015-044	\$5,659.20	\$19,082.77	\$24,741.97
9	8005-015-045	\$8,865.21	\$29,894.21	\$38,759.42
10	8005-015-910	\$0.00	\$0.00	\$0.00
		\$50,971.02	\$171,875.00	\$222,846.02

PART IV - METHOD OF APPORTIONMENT

The assessments are apportioned according to the special benefits received by the parcels of land within the Assessment District in accordance with the apportionment of costs at the time of formation. The assessment is necessary to maintain the level of special benefit from the construction of the improvements funded by the District. The proportionate special benefit derived by each parcel is determined in relationship to the entirety of the maintenance cost of the improvements. No assessment has been apportioned on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

Only special benefits may be assessed and any general benefits shall be separated from the special benefits for purposes of this Report. Based on the nature of the improvements to be funded herein, there are no general benefits.

Under this Report, the assessment for the District are apportioned in accordance with the foregoing and using the following criteria:

The net acreage of each parcel of land is determined by excluding acreage which will not have direct access to the improvements from Hawkins Street or Palm Drive, and by excluding acreage to be dedicated as roadway, road rights-of-way, or sidewalk easement. Special benefit is determined based on the net acreage of each parcel relative to the total net acreage (the "Benefit Percentage").

The annual maintenance assessment for Fiscal Year 2025-26, as shown in Part II of this Report, is apportioned on a percentage basis using the Benefit Percentages, as shown below:

Asmt No.	Assessor's Parcel Number	Net Acreage	Benefit Percentage	Fiscal Year 2025-26 Maint. Asmt.
1	8005-015-037	5.65	21.410%	\$10,912.68
2	8005-015-038	5.17	19.591%	\$9,985.53
3	8005-015-039	2.12	8.033%	\$4,094.42
4	8005-015-040	1.72	6.518%	\$3,322.22
5	8005-015-041	1.63	6.177%	\$3,148.42
6	8005-015-042	1.45	5.495%	\$2,800.80
7	8005-015-043	1.13	4.282%	\$2,182.54
8	8005-015-044	2.93	11.103%	\$5,659.20
9	8005-015-045	4.59	17.393%	\$8,865.21
10	8005-015-910	0.00	0.000%	\$0.00
		26.39	100.00%	\$50,971.02

Based on the preceding, Assessment No. 10 is not assessed because it does not have direct access to either Hawkins Street or Palm Drive and is a storm drain easement, therefore the Benefit Percentage is zero.

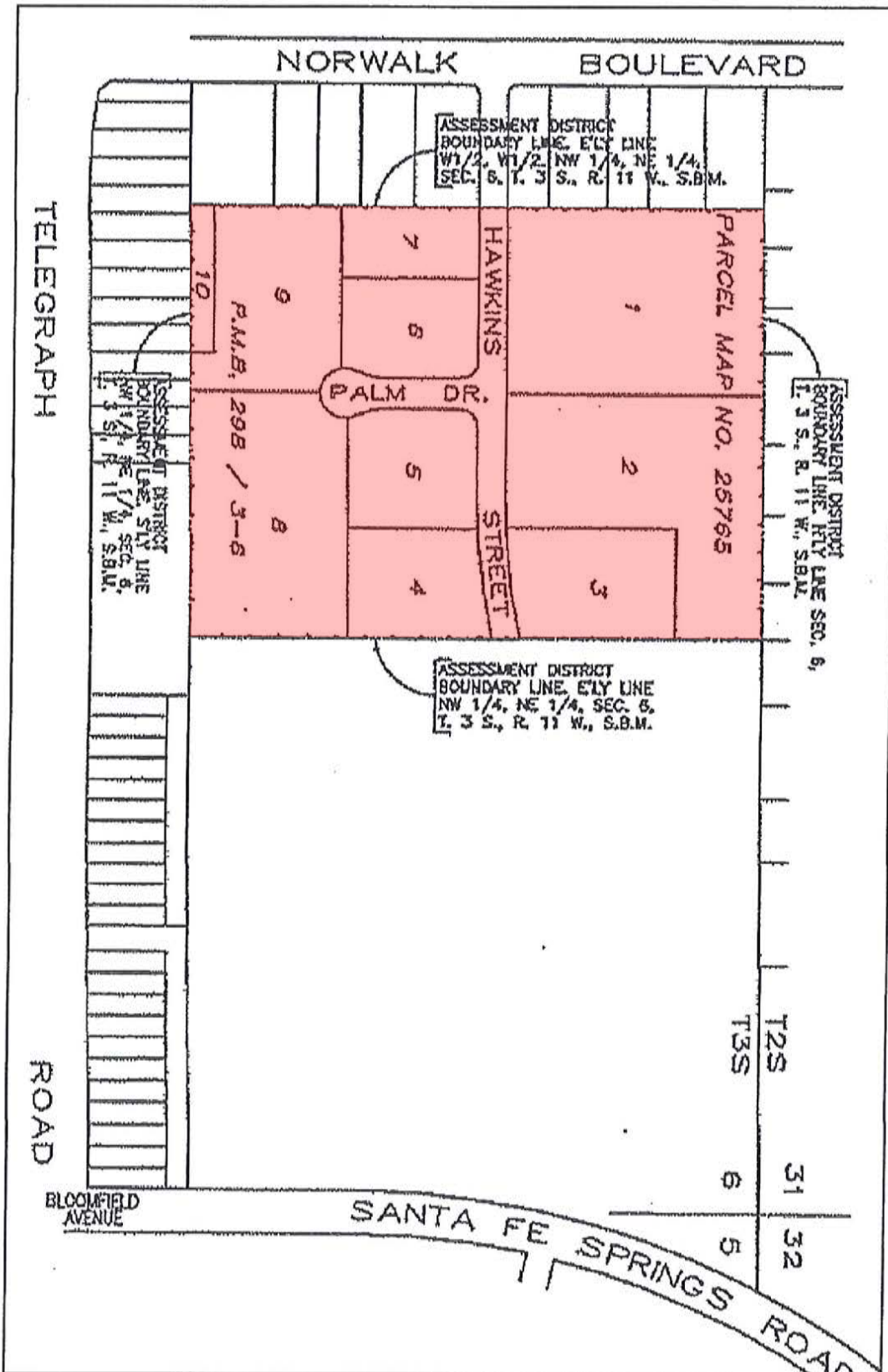
APPENDIX A – ASSESSMENT DIAGRAM

A diagram showing the exterior boundaries of the District and the lines and dimensions of each lot or parcel of land within the District, entitled “Assessment Diagram, Heritage Springs Assessment District No. 2001-1”, is on file in the office of the City Clerk of the City of Santa Fe Springs, and is incorporated herein by reference.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for Fiscal Year 2025-26. The Assessor's maps and records are incorporated by reference herein and made part of this Report.



BOUNDARY MAP HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1





CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 9969 CONFIRMING THE FISCAL YEAR 2025-26 ENGINEER'S REPORT FOR THE ANNUAL SANTA FE SPRINGS LIGHTING DISTRICT NO. 1 AND LEVYING SUCH ASSESSMENTS

DATE: July 1, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Conduct a Public Hearing and consider adopting Resolution No. 9969 confirming the Fiscal Year 2025-26 Engineer's Report for the Annual Santa Fe Springs Lighting District No. 1; and,
- 2) Authorize the Levying of the Fiscal Year 2025-26 Assessments; and,
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The recommended resolution provides for the continued levying of assessments in Fiscal Year 2025-2026 for the Santa Fe Springs Lighting District No. 1. By special benefit assessments, the Lighting District provides a portion of the funding for the installation, maintenance and operation of the street lighting system in the City of Santa Fe Springs. The net assessment to be distributed over the Lighting District for Fiscal Year 2025-2026 is \$193,970.

BACKGROUND

On June 17, 2025, the City Council adopted Resolution No. 9962 declaring its intention to provide an annual levy and collection of assessments for certain maintenance in an existing district. Resolution No. 9962 also set the Public Hearing for 6:00 p.m. on July 1,

Public Hearing to Consider Adoption of Resolution No. 9969 Confirming the Fiscal Year 2025-26 Engineer's Report for the Annual Santa Fe Springs Lighting District No. 1 and Levying Such Assessments

Page 2 of 2

2025, with the notice published in the Whittier Daily News. The Proof of Publication of the hearing notice is included in Attachment D.

The net assessment to be distributed over the Lighting District for Fiscal Year 2025-2026 is \$193,970. This sum shall be assessed according to the benefits received by properties located within Lighting District No. 1. The methodology for the distribution of assessments and the assessment rates over the Lighting District complies with the requirements of State Proposition 218.

ANALYSIS

Resolution No. 9969 (Attachment A) establishes approval and confirmation of the Engineer's Report for Lighting District No. 1 (Attachment B) and authorizes the levying of such assessments. These actions are required in order to complete the direct assessment process with the County Auditor and place the appropriate parcel assessments on the County Assessment Roll.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

The City Council will consider the adoption of Resolution No. 9969 confirming the Engineer's Report for FY 2025-26 Lighting District No. 1 and authorizing the levying of such assessments. Upon the approval of the recommended actions by the City Council, staff will coordinate with the County of Los Angeles to include the assessment in the County Assessment Roll.

ATTACHMENTS:

- A. Resolution No. 9969
- B. Engineer's Report
- C. District Boundary Map
- D. Proof of Publication

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

APPROVED:
ITEM NO.:

RESOLUTION NO. 9969**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR ANNUAL ASSESSMENT LEVY FOR CITY OF SANTA FE SPRINGS LIGHTING DISTRICT NO. 1**

WHEREAS, the City Council has initiated for the annual levy of the assessments for a lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972" being Part 2 of Division 15 of the Streets and Highways Code of the State of California, in a district known and designated as:

CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT No. 1

WHEREAS, the City Council has ordered the preparation of a report and the City Engineer has prepared and filed with this City Council a report pursuant to law for its consideration and subsequently thereto, this City Council did adopt its Resolution of Intention to levy and collect assessments for the next ensuing fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for a Public Hearing on all matters relating to said annual levy of the proposed assessment; and

WHEREAS, at this time, this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

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

Section 1: That the above recitals are true and correct.

Section 2: That upon the conclusion of the Public Hearing, written protests filed, and not withdrawn, did not represent property owners owning more than fifty percent (50%) of the area of assessable lands within the District, and all protests are overruled and denied.

Section 3: That this City Council hereby confirms the diagram and assessment as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment levy.

Section 4: That the diagram and assessment as set forth and contained in said Engineer's Report are hereby confirmed and adopted by this City Council.

Section 5: That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year.

Section 6: That the estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in the Engineer's Report," pursuant to said "Landscaping and Lighting Act of 1972," as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

Section 7: That the maintenance works of improvements contemplated by the Resolution of Intention shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the Assessment, and said assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

Section 8: That the City Treasurer has previously established a special fund known as the:

CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT No. 1

into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

Section 9: That the City Clerk is hereby ordered and directed to file a certified copy of this Resolution upon its adoption.

Section 10: That a certified copy of the assessment and diagram shall be filed in the Office of the City Engineer, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

APPROVED and ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting thereof this 1st day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William K. Rounds, Mayor

ATTEST:

Fernando Muñoz, City Clerk



City of Santa Fe Springs

Lighting District No. 1

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: June 17, 2025

Public Hearing: July 1, 2025

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T 951.587.3500 | 800.755.6864
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ENGINEER'S REPORT AFFIDAVIT
Establishment of Annual Assessments for the:

Santa Fe Springs Lighting District No. 1

City of Santa Fe Springs

Los Angeles County, State of California

This Report identifies the parcels within the District, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 23rd day of June, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Santa Fe Springs

By: Chonney Gano

Chonney Gano, Project Manager
District Administration Services

By: Tyrone Peter

Tyrone Peter
PE # C 81888

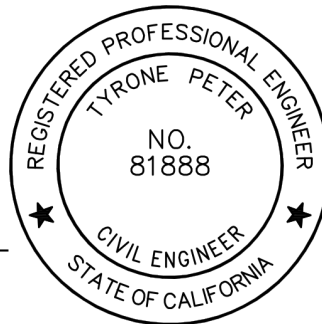


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I. OVERVIEW

A. INTRODUCTION

The City of Santa Fe Springs (hereafter referred to as “City”) annually levies and collects special assessments in order to provide and maintain the improvements within the Santa Fe Springs Lighting District No. 1 (hereafter referred to as “District”). The District was formed on May 26, 1982 and is annually levied pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (hereafter referred to as the “1972 Act”). The annual assessments levied on parcels within the District are based on the special benefits received, and partially fund the costs associated with the installation, maintenance, operation and administration of the public streetlight system within the District.

This Engineer's Report (hereafter referred to as the “Report”) has been prepared pursuant to the order of the City Council as required by the provisions *Chapter 3, of the 1972 Act (commencing with Section 22620)*, which outlines the procedures for the annual levy of assessments. This Report provides an update of the District including the proposed expenses and revenues, any substantial change in the improvements or the District, and the proposed assessments to be levied on the County of Los Angeles (the “County”) tax roll for Fiscal Year 2025/2026 and has been prepared pursuant to the requirements of *Article 4, Chapter 1, of the 1972 Act (inclusive of Sections 22565 through 22574)*. In addition to the provisions of the 1972 Act, it has been determined that the existing annual assessments for this District have been previously levied in accordance with the provisions of the *California Constitution Article XIID* which was enacted as a result of the passage of Proposition 218, approved by the California voters in November 1996.

The annual assessment rate for the District has not increased since Fiscal Year 1992/1993, although the costs of providing the improvements that benefit the properties within the District have continued to rise. Initially, the rising costs to provide streetlights within the District were offset by the District fund balance and an assessment increase was not necessary. Eventually the District fund balance was exhausted and the City began making increasingly greater contributions each year to the District expenses, not only to cover the general benefit portion of the costs, but also to subsidize the special benefit costs not recovered by the annual assessments.

In 2004, the City performed an extensive review of the District including the boundaries of the District, the properties therein, the special benefit properties received from the improvements, the general benefit the improvements may provide to properties outside the District or to the public at large, as well as the current and long-term costs and expenses associated with providing the improvements. Based on this review and evaluation, the City Council determined that it was necessary and in the best interest of the property owners within the District to conduct a property owner protest ballot proceeding for an increase to the annual assessments for Fiscal Year 2004/2005 in accordance with the

provisions of the *California Constitution Article XIID*. Based on the ballot tabulation conducted on July 8, 2004, a majority protest existed, and the proposed assessment increase was not imposed.

The word “parcel”, for the purposes of this Report, refers to an individual property assigned its own Assessment Parcel Number by the Los Angeles County Assessor’s Office. The Los Angeles County Auditor/Controller uses Assessment Parcel Numbers and specific Fund Numbers to identify, on the tax roll, properties assessed for special district benefit assessments.

At a noticed annual Public Hearing, the City Council will consider public testimony regarding the District. The City Council will review the Engineer’s Annual Report and may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments, the Council will order the levy and collection of assessments for Fiscal Year 2025/2026 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the County of Los Angeles (the “County”) Auditor/Controller for inclusion on the property tax roll for each parcel in Fiscal Year 2025/2026. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved by the City Council.

B. COMPLIANCE WITH THE CURRENT LEGISLATION

As a result of the passage of Proposition 218 in November 1996, *Articles XIIC and XIID* were added to the California Constitution. *Article XIID* specifically addressed both the substantive and procedural requirements to be followed for assessments. The procedural and approval process for assessments outlined in this article apply to assessment districts, with the exception of those existing assessments that met one or more of the exemptions set forth in *Section 5* of the Article. Specifically as it relates to Lighting District No. 1, the exemption provision set forth in *Section 5(a) of Article XIID* states:

“...assessments existing on the effective date of this Article shall be exempt from the procedures and approval process set forth in Section 4 [if they were] imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.”

The District’s streetlight assessments were established in Fiscal Year 1982/1983 and have not been increased since Fiscal Year 1992/1993. These assessments have funded improvements that are classified as street improvements as defined herein based on the definitions provided by the Office of the Controller for the State

of California in the “Guidelines Relating to Gas Tax Expenditures” published by the Division of Local Government Fiscal Affairs. The state's gas tax program is administered in city agencies, but audited by the Office of the State Controller. The proceeds of the gas tax are statutorily limited to expenditures for streets and roads. Because the funds are restricted to street and road expenditures, the State Controller has developed the “Street Purpose Definitions and Guidelines” based on the “Manual of Uniform Highway Accounting and Financial Management Procedures” developed by the American Association of State Highway Officials. Street improvement, as it relates to this District, is defined as the construction, operation, or maintenance of facilities within the right of way used for street or road purposes including but not limited to the following:

- Installation or expansion of the streetlight system including replacement of old equipment with superior equipment, installation of traffic signals at intersections and railroad crossings, replacement of equipment as required for relocations for street purposes, and purchase and installation of traffic signal control equipment.
- Servicing lighting systems and street or road traffic control devices including, repainting and repairing traffic signals and lighting standards; and furnishing of power for street and road lighting and traffic control devices.

Therefore, the existing District assessments (assessment rates and method of apportionment) approved and levied prior to the passage of Proposition 218, are exempt from both the substantive and procedural approval process defined by *Article XIID, Section 4*, until such time the assessments are increased.

II. DESCRIPTION OF THE DISTRICT AND SERVICES

A. BOUNDARIES OF THE DISTRICT

The boundary of the District is completely within the City limits of the City and is shown on the Assessment Diagram, which is on file in the office of the City Clerk at the City Hall of Santa Fe Springs, a depiction of which is shown in Exhibit A of this Report. The parcels of real property included within the District are identified by land use categories ("Use Codes"). A listing of the Use Codes that may be applicable to parcels within this District and typically utilized by the Los Angeles County Assessor's Office for identification of property land uses is provided in the Method of Apportionment section of this Report. Excluded from assessments are utility easements, rights-of-way, common areas, public schools, public streets, residential properties, and other public properties. The parcels within the District are described in detail on the assessor parcel maps on file in the Los Angeles County Assessor's Office, which by reference are made a part of this Report.

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5; and
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. IMPROVEMENTS, PLANS AND SPECIFICATIONS

The annual special benefit assessments levied on parcels within the District provide funding for a portion of the annual expenses related to the installation, maintenance, operation and administration of the streetlight system within the District boundaries. The costs associated with the improvements are equitably spread among benefiting parcels in proportion to their special benefits. Streetlight improvements within the City but not within the District's boundaries and that portion of the District's improvements determined to be general benefit are funded by other revenue sources. Only improvements, services and incidental expenses

permitted under provisions of the 1972 Act that are necessary for the ongoing maintenance, operation and administration of the District streetlight system that provides special benefits to the parcels within the District are included in the annual assessment.

Maintenance of the streetlight system within the District may include, but is not limited to removal, repair, replacement, modification, or relocation of the light standards, poles, bulbs, fixtures, and appurtenances. Servicing of the Southern California Edison Company-owned streetlights is furnished by the Southern California Edison Company or by its successors or assignees. The rates charged by the Edison Company include both the power and maintenance costs and are regulated and authorized by the Public Utilities Commission of the State of California. The City's Public Works Department provides for the servicing of the City-owned streetlights. The energy rates charged for City-owned streetlights is also regulated and authorized by the Public Utilities Commission.

Approximately eight percent (8%) of the streetlights within the District are owned and maintained by Southern California Edison Company. The remaining ninety-two percent (92%) of the streetlights are owned by the City and are maintained by the City. The following table provides a summary of the streetlight inventory within the District for Fiscal Year 2025/2026:

Table 1 - Streetlight Inventory for Fiscal Year 2025/2026

Account No/ Description		Number of Lights Per Type										TOTAL Lights Watts	
		70 Watt	100 Watt	Series 100 Watt	150 Watt	Series 150 Watt	200 Watt	Series 200 Watt	250 Watt	310 Watt	400 Watt		
3-008-8387-95	LS-1 (Edison-owned)	-	2	-	-	-	-	-	-	-	-	2	200
3-008-8182-13	LS-1 (Edison-owned)	-	-	-	-	-	3	-	1	-	-	4	850
3-008-8182-03	LS-1 (Edison-owned)	-	12	-	22	-	16	-	-	-	-	50	7,700
3-008-8182-02	LS-1 (Edison-owned)	-	6	-	-	-	-	-	-	-	-	6	600
3-008-8181-99	LS-1 (Edison-owned)	1	163	-	1	-	1	-	-	-	5	171	18,720
3-008-8181-96	LS-1 (Edison-owned)	5	127	-	-	-	6	-	1	-	-	139	14,500
	LS - 1 TOTAL	6	310	-	23	-	26	-	2	-	5	372	42,570
3-008-9238-08	LS-2 (City-owned)	-	87	158	13	-	69	1	-	-	-	328	40,450
3-008-8181-98	LS-2 (City-owned)	-	-	-	126	2	85	-	37	3	-	253	46,380
3-008-8182-00	LS-2 (City-owned)	-	15	90	25	-	96	1	6	-	-	233	35,150
3-008-8182-01	LS-2 (City-owned)	-	14	-	160	-	119	-	22	9	-	324	57,490
3-008-8182-11	LS-2 (City-owned)	-	29	-	334	-	136	46	128	-	17	690	128,200
3-008-8182-14	LS-2 (City-owned)	-	12	-	279	-	356	-	88	4	15	754	143,490
3-008-8182-16	LS-2 (City-owned)	-	-	-	148	21	118	80	11	-	-	378	67,700
	LS - 2 TOTAL	-	157	248	1,085	23	979	128	292	16	32	2,960	518,860
	GRAND TOTAL	6	467	248	1,108	23	1,005	128	294	16	37	3,332	561,430

The proposed improvements for Fiscal Year 2025/2026 are unchanged from the previous fiscal year. Streetlight Inventory Maps showing the location of the various streetlights within the District are on file in the office of the City Clerk at the City Hall and by reference are made part of this Report.

III. METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of streetlights and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in this District reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to *Article XIID, Section 4*, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel, only special benefits may be assessed and the costs associated with general benefit must separate from the special benefits. Therefore, in compliance with these requirements only the District costs that have been identified as “Special Benefit” are assessed, the costs of any improvements considered to be “General Benefit” have been eliminated from the net amount to be assessed.

B. BENEFIT ANALYSIS

The District's improvements, the associated costs and proposed assessments described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit calculation that proportionally allocates the net cost to the benefiting properties pursuant to the provisions of *Article XIID* and the 1972 Act. The location and extent of the various streetlight improvements within the District and the associated costs have been identified as either “General Benefits” (not assessed) or “Special Benefits”.

Special Benefits

The method of apportionment (method of assessment) established for this District utilizes commonly accepted engineering practices and is based on the premise that each of the assessed parcels within the District receives special benefit from the improvements maintained and financed by District assessments. The desirability and security of properties within the District is enhanced by the presence of streetlights in close proximity to those properties.

The primary benefits of streetlights are for the convenience, safety and protection of people as well as the security and protection of property, property improvements

and goods. Specifically, the benefits of adequate and well-maintained streetlights that benefit both the properties and property owners within the District include:

- Improves ingress and egress to property, provides customers, suppliers and employees an enhanced environment in which to access the properties.
- Enhanced deterrence of crime and the aid to police protection and security activities.
- Reduced vulnerability to criminal assault of employees, patrons and owners at night.
- The promotion of increased business activities during nighttime hours.
- Increased nighttime safety on roads and highways.
- Reduced vandalism and other criminal acts and damage to improvements or personal property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Reduction of dumping, graffiti and loitering typically associated with poorly lighted areas.
- Enhances desirability of properties and the ability to conduct or expand business opportunities through association with an area that has sufficient streetlights.

The intensity or degree of illumination provided within the District can enhance these benefits and is a significant factor in determining the benefits properties receive from streetlights improvements. The number and intensity of the streetlights provided in this District are significantly greater than the residential areas of the City and are generally more extensive than the streetlights provided in similar commercial and industrial areas of other cities. For these reasons, it has been determined that the streetlight improvements provided by the District are a special benefit to the properties within the District.

General Benefit

Although the improvements clearly provide special benefits to properties within the District, it is recognized that some of these facilities by the nature of their location may also benefit properties outside the District that are not assessed and to a lesser extent may provide some benefit to the public at large. Therefore, a portion of the cost to operate, maintain, and service the streetlight improvements within the District are identified as general benefit and not included in the annual assessments as special benefit. In a detailed evaluation of the entire streetlight system within the City it was determined that, over eighty percent (80%) of the cost to maintain and service the City's streetlights is attributable to the streetlights within this District. The remaining twenty percent (20%) of the City's annual costs for streetlights is associated primarily with the residential areas of the City and these streetlights are currently funded by other revenues sources. Approximately seven percent (7%) of the streetlight improvement costs within the District itself are attributable to streetlight facilities that benefit properties outside the District as well

as properties within the District. Based on this evaluation, it has been determined that twenty-seven percent (27%) of the District's annual costs budgeted for Fiscal Year 2025/2026 is considered general benefit. This is a quantifiable percentage based on the current City streetlight system and expenditures. Although not as quantifiable, it is also reasonable to assume that the District improvements also provide some general benefit to the public at large and a reasonable percentage of this benefit should not exceed three percent (3%) for a total general benefit of thirty percent (30%) of the District's costs. The cost of providing the District improvements that are considered general benefit include benefits conferred on real property or to the public at large. These costs shall not be included in the annual assessments and shall be funded by other revenue sources available to the City. These funds are shown in the annual budget of this Report as a General Fund contribution and the amount to be levied as assessments for the District represent only the special benefit portion of the District expenses.

C. ASSESSMENT METHODOLOGY

Pursuant to the 1972 Act, the costs of the District may be apportioned by any formula or method that fairly distributes the net amount to be assessed among assessable parcels in proportion to the estimated benefits to be received by each such parcel from the improvements. The apportionment of costs used should reflect the composition of the parcels and the improvements and services provided based on each parcel's estimated special benefit.

Benefit Assessment Unit

To assess benefits equitably, it is necessary to relate the different types of parcel improvements to each other. A value of one unit has been assigned as the basic benefit assessment unit. The benefit assessment unit consists of three classifications of benefit: people, security and intensity. The Benefit Factor for each property type is equal to the aggregate amount of benefit assessment units that a parcel receives.

The following table summarizes the various property types within the District by use code and the applicable benefit assessment units that are applied to those properties.

Table 2 - Use Codes and Benefit Assessment Units

Use Code	Description	People	Security	Intensity	Benefit Factor
00-09*	Residential	-	-	-	0.00
10	Vacant Commercial Land	0.00	0.50	0.50	1.00
11	Stores	2.00	1.00	1.00	4.00
12	Store Combinations	2.00	1.00	1.00	4.00
13	Department Stores	4.00	2.00	2.00	8.00
15**	Neighborhood Shopping Center	**	**	**	8.00
16**	Regional Shopping Center	**	**	**	8.00
17	Office Building	1.00	1.00	1.00	3.00
18	Hotels and Motels	4.00	2.00	2.00	8.00
19	Professional Buildings	1.00	1.00	1.00	3.00
21	Restaurants	3.00	1.00	1.00	5.00
23	Banks, Savings and Loans	1.00	1.00	1.00	3.00
24	Service Shops	1.00	1.00	1.00	3.00
25	Service Stations	2.00	1.00	1.00	4.00
26	Auto/Recreation Equip Sales	2.00	2.00	2.00	6.00
27	Parking Lots (Commercial)	1.00	1.00	0.50	2.50
28	Animal Kennel	1.00	0.50	0.50	2.00
29	Nurseries or Greenhouses	1.00	0.50	0.50	2.00
30	Vacant Industrial Land	0.00	0.50	0.50	1.00
31	Light Manufacturing	3.00	1.00	2.00	6.00
32**	Heavy Manufacturing	**	**	**	8.00
33	Warehousing	2.00	1.00	2.00	5.00
34	Food Processing Plants	3.00	1.00	2.00	6.00
36	Lumber Yards	1.00	1.00	1.00	3.00
37**	Mineral Processing	**	**	**	5.00
38	Parking Lots (Industrial)	1.00	0.50	0.50	2.00
39**	Open Storage	**	**	**	8.00
44	Truck Crops	0.50	0.25	0.25	1.00
47	Dairies	0.50	0.25	0.25	1.00
61	Theaters	3.00	1.00	1.00	5.00
63	Bowling Alleys	4.00	2.00	2.00	8.00
64	Club, Lodge Hall, Fraternal Organization	2.00	1.00	1.00	4.00
65	Recreational	2.00	1.00	1.00	4.00
71	Churches	1.00	0.50	0.50	2.00
72	Schools (Private)	1.00	0.50	0.50	2.00
77	Cemeteries, Mausoleums, Mortuaries	0.50	0.25	0.25	1.00
83	Petroleum and Gas	1.00	0.50	0.50	2.00
89	Dump Sites	0.50	0.25	0.25	1.00
99**	Distribution Centers	**	**	**	8.00

* Residential Properties are not assessed

** Minimum Assigned Benefit Factor. See Special Use Codes Section for details.

Special Use Codes

The following Use Codes have been listed separately because of their unique operations inherent to their classifications, the size of real property, and the high use as a result of their specific operation. The total benefit assessment unit assigned to each parcel is calculated based on the parcel's acreage and a specified weighting factor applied to that use code designation (formula). However, the minimum benefit units assigned to a parcel shall not be less than the Benefit Factor shown on the "Use Code and Benefit Assessment Units" table shown on the previous page unless the parcel fronts on a street without lights. In this case, the Benefit Factor may be reduced below this minimum. (Refer to the table for "Streets Without Lights").

Use Code 99 is a special use code not found in the Los Angeles County Assessor's listing and is assigned to distribution centers for this District only. Parcels of land in Use Code 99 typically run continual 24-hour operations and receive substantial benefit from the District's streetlight improvements.

Table 3 – Special Use Code

Use Code	Description	Formula	
15	Neighborhood Shopping Center	6.32	benefit units / acre
16	Regional Shopping Center	8.71	benefit units / acre
32	Heavy Manufacturing	5.45	benefit units / acre
37	Mineral Processing	3.27	benefit units / acre
39	Open Storage	6.53	benefit units / acre
99	Distribution Center	9.80	benefit units / acre

Streets Without Lights

The total Benefit Assessment Units of any parcel identified on the "Use Code and Benefit Assessment Units" table shown on the previous page that front on a street without District streetlights shall be assessed for people-related benefits only. It has been determined that these parcels do not receive the same special benefits from security or intensity that other parcels in the District receive.

The Special Use Code parcels on streets with no District streetlight facilities are reduced by approximately 1/3 (of Table 3) to account for their reduced special benefits from security or intensity. The calculation of this reduced benefit is outlined in the following table for Special Use Codes:

Table 4 – Special Use Code (Streets Without Lights)

Use Code	Description	Formula
15	Neighborhood Shopping Center	4.23 benefit units / acre
16	Regional Shopping Center	5.84 benefit units / acre
32	Heavy Manufacturing	3.66 benefit units / acre
37	Mineral Processing	2.18 benefit units / acre
39	Open Storage	4.36 benefit units / acre
99	Distribution Center	6.58 benefit units / acre

D. BENEFIT FORMULA

The benefit formula applied to each parcel is based on the preceding Benefit Assessment Unit tables. Each parcel's Benefit Factor is equal to the aggregate amount of benefit assessment units that a parcel receives and correlates to the parcel's special benefit received as compared to other parcels in the District.

The following formulas are used to calculate each property's assessment:

$$\text{People Benefit Assessment Unit} + \text{Security Benefit Assessment Unit} + \text{Intensity Benefit Assessment Unit} = \text{Parcel's Benefit Factor}$$

$$\text{Total Balance to Levy / Aggregate of Benefit Factors} = \text{Levy per Benefit Factor (Assessment Rate)}$$

$$\text{Assessment Rate} \times \text{Parcel's Benefit Factor} = \text{Parcel Levy Amount}$$

The following table provides a summary, by Use Code, benefit units, proposed charge, and total count of assessable parcels in the District.

Table 5 – Summary of Assessable Parcels (by Use Code)

Use Code	Description	Benefit Units	Applied Rate	Proposed Charge	Parcel Assessed
10	Vacant Commercial Land	20.00	\$17.05	\$341.00	20
11	Stores	68.00	17.05	1,159.40	17
12	Store Combinations	16.00	17.05	272.80	4
14	Super Market	8.00	17.05	136.40	1
15*	Neighborhood Shopping Center	529.26	17.05	9,023.87	33
16*	Regional Shopping Center	94.10	17.05	1,604.43	6
17	Office Building	117.00	17.05	1,994.85	39
18	Hotels and Motels	24.00	17.05	409.20	3
19	Professional Buildings	18.00	17.05	306.90	6
21	Restaurants	140.00	17.05	2,387.00	28
23	Banks, Savings and loans	15.00	17.05	255.75	5
24	Service Shops	3.00	17.05	51.15	1
25	Service Stations	36.00	17.05	613.80	9
26	Auto/Recreation Equip Sales	168.00	17.05	2,864.40	28
27	Parking Lots (Commercial)	116.00	17.05	1,977.63	34
30	Vacant Industrial Land	137.00	17.05	2,335.85	137
31	Light Manufacturing	3723.00	17.05	63,477.15	621
32*	Heavy Manufacturing	767.51	17.05	13,085.89	38
33	Warehousing	3822.38	17.05	65,171.55	736
34	Food Processing Plants	75.00	17.05	1,278.75	13
36	Lumber Yards	9.00	17.05	153.45	3
37*	Mineral Processing	257.04	17.05	4,382.47	21
38	Parking Lots (Industrial)	58.00	17.05	988.90	29
39*	Open Storage	363.51	17.05	6,197.87	19
61	Theaters	5.00	17.05	85.25	1
65	Recreational	8.00	17.05	136.40	2
71	Churches	2.00	17.05	34.10	1
72	Schools (Private)	12.00	17.05	204.60	6
83	Petroleum and Gas	0.00	0.00	0.00	0
89	Dump Sites	4.00	17.05	68.20	4
99*	Distribution Centers	760.75	17.05	12,970.79	1
	**Total	11,376.56		\$193,969.80	1,866

* See Special Use Codes Section

** Total parcel count will vary as parcels are submitted under five SBE numbers. Totals may not foot due to rounding.

IV. DISTRICT BUDGET

Table 6 – District Budget FY 2025/2026

LIGHTING BUDGET (FY 2025/26)	District Budget
Energy Costs	\$400,000
Maintenance and Labor Costs	280,800
Supplies, Materials and Equipment	52,000
Contractual Services	34,000
Overhead	140,400
Direct Costs (Subtotal)	\$907,200
Miscellaneous/Special Administration Expenses	8,500
Administration Costs (Subtotal)	8,500
Total Direct and Admin. Costs	\$915,700
General Benefit Contribution	(274,710)
General Fund Contribution * (Not General Benefit)	(447,020)
Balance to Levy	\$193,970
Total Parcels Levied	1,866
Total Benefit Units	11,376.56
Proposed Levy per Benefit Unit	\$17.05
Current Maximum Assessment Rate	\$17.05
FUND BALANCE INFORMATION	
Beginning Reserve Fund Balance	\$272,171
Reserve Fund Collection	0.00
Estimated Ending Reserve Fund Balance	\$272,171

*The City will continue to attempt to identify ways to decrease costs in order to reduce the General Fund Contribution required.

EXHIBIT A – DISTRICT ASSESSMENT DIAGRAM

An Assessment District Diagram has been prepared for the District in the format required by the 1972 Act and is on file in the Office of the City Clerk at the City Hall of Santa Fe Springs and is made part of this Report. The Assessment Diagram is available for inspection at the Office of the City Clerk during normal business hours.

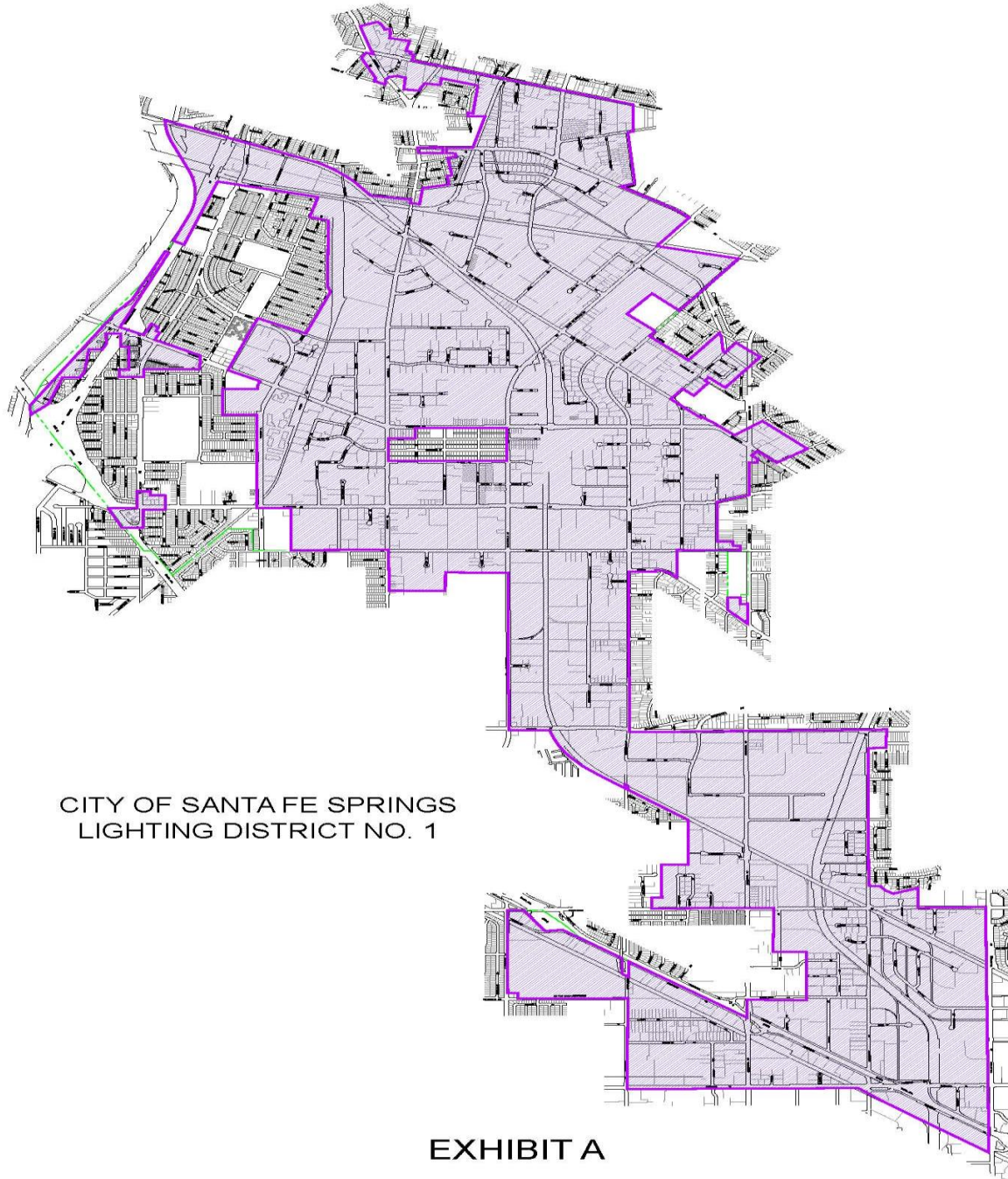


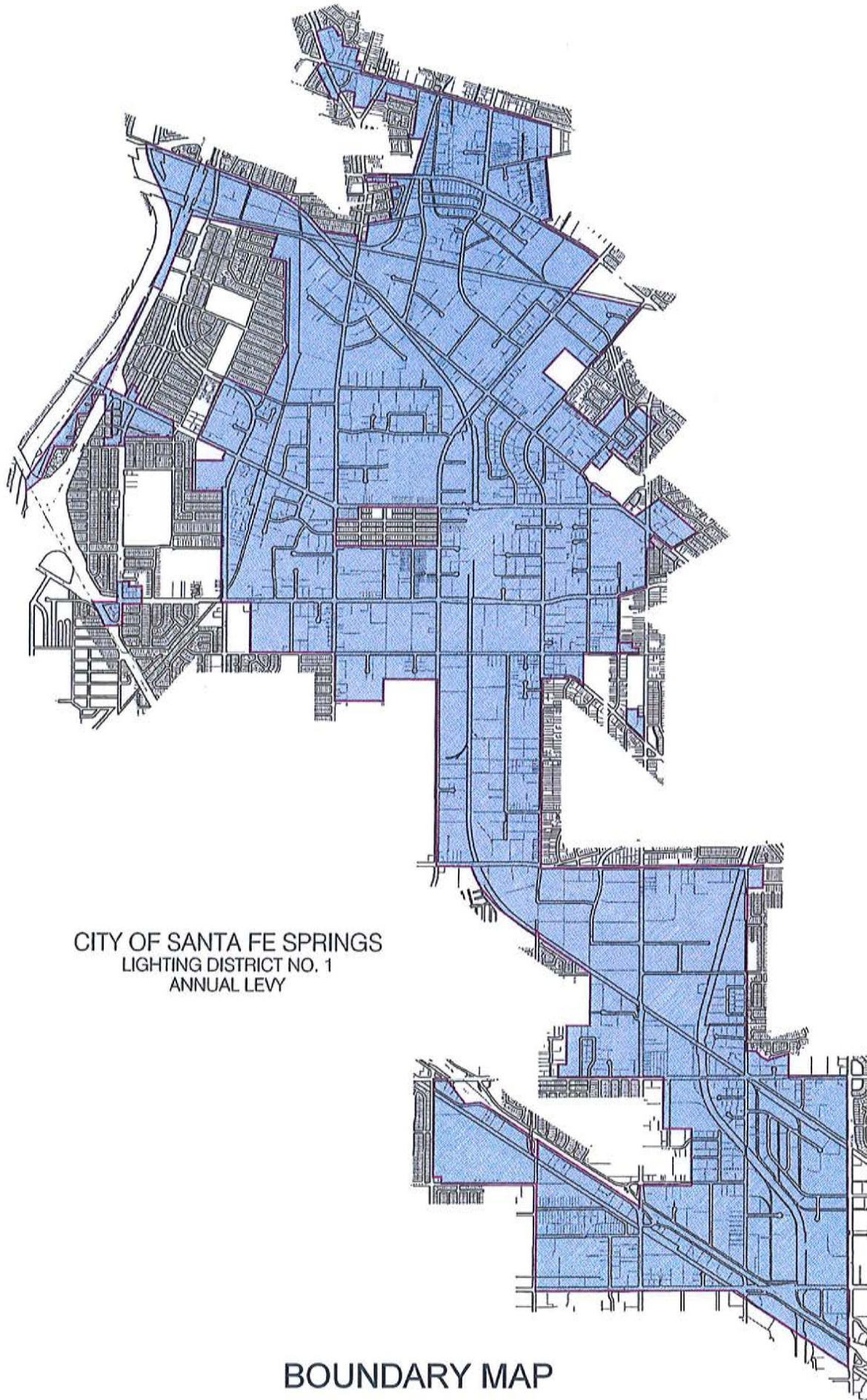
EXHIBIT B – 2025/2026 ASSESSMENT COLLECTION ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Los Angeles County Assessor's map for the year in which this Report is prepared.

The land use classification for each parcel has been based on the Los Angeles County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, has been submitted to the City Clerk and by reference is made part of this Report.

Approval of the Annual Engineer's Report (as submitted or as modified) confirms the method of apportionment and the assessment rate to be levied against each eligible parcel and thereby constitutes the approved levy and collection of assessments for Fiscal Year 2025/2026. The listing of parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2025/2026.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel number will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.



CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT NO. 1
ANNUAL LEVY

BOUNDARY MAP

CITY OF SANTA FE SPRINGS RESOLUTION NO. 9962	
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR CERTAIN MAINTENANCE IN AN EXISTING DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR PUBLIC HEARING THEREON.	
WHEREAS, the CITY COUNCIL of the CITY OF SANTA FE SPRINGS, CALIFORNIA has previously formed a lighting district pursuant to terms and provisions of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as	
CITY OF SANTA FE SPRINGS LIGHTING DISTRICT NO. 1	
(hereinafter referred to as the "District") and,	
WHEREAS, at this time, this City Council is desirous to take proceedings to provide for the annual levy of assessments for the next ensuing fiscal year, to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and,	
WHEREAS, at this time there has been presented and approved by this City Council, the Engineer's "Report" as required by law, and this City Council is desirous of proceeding with the proceedings for said annual levy.	
NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:	
SECTION 1.	That the above recitals are true and correct.
<u>PUBLIC INTEREST</u>	
SECTION 2.	That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for the continual maintenance of certain improvements, all to serve and benefit said District as said area is shown and delineated on a map as previously approved by this City Council and on file in the Office of the City Clerk, open to public inspection, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the "Report" of the Engineer, incorporated herein as a part hereof.
<u>REPORT</u>	
SECTION 3.	That the "Report" of the Engineer regarding the annual levy for said District, which "Report" is for maintenance for the Fiscal Year 2025/2026 is hereby approved and is directed to be filed in the Office of the City Clerk.
SECTION 4.	That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the District as set forth and described in said Engineer's "Report," and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in said "Report."
<u>DESCRIPTION OF MAINTENANCE</u>	
SECTION 5.	The assessments levied and collected shall be for the maintenance of certain improvements, as set forth in the Engineer's "Report," referenced and so incorporated herein.
<u>COUNTY AUDITOR</u>	
SECTION 6.	The County Auditor shall enter on the County Assessment Roll the amount of the assessments, and shall collect said assessments at the time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, shall be paid to the Treasurer for purposes of paying for the costs and expenses of said District.
<u>SPECIAL FUND</u>	
SECTION 7.	That all monies collected shall be deposited in a special fund known as "SPECIAL FUND CITY OF SANTA FE SPRINGS LIGHTING DISTRICT NO. 1"
Payment shall be made out of said fund only for the purpose provided for in this Resolution, and in order to expedite the making of this maintenance and improvement, the City Council may transfer into said special fund, from any available source, such funds as it may deem necessary to expedite the proceedings. Any funds shall be repaid out of the proceeds of the assessments provided for in this Resolution.	
<u>BOUNDARIES OF THE DISTRICT</u>	
SECTION 8.	Said contemplated maintenance work is, in the opinion of this City Council, of direct benefit to the properties within the boundaries of the District, and this City Council makes the costs and expenses of said maintenance chargeable upon a district, which district said City Council declares to be the district benefited by said improvement and maintenance, and to be further assessed to pay the costs and expenses thereof. Said District, shall include each and every parcel of land within the boundaries of said District, as said District is shown on a map as approved by this City Council and on file in the Office of the City Clerk, and designated by the name of the District.
<u>PUBLIC PROPERTY</u>	
SECTION 9.	Any lots or parcels of land known as public property, as the same are defined in Section 22663 of Division 15, Part 2 of the Streets and Highways Code of the State of California, which are included within the boundaries of the District, shall be omitted and exempt from any assessment to be made under these proceedings to cover any of the costs and expenses of said improvement and maintenance work.
<u>PUBLIC HEARING</u>	
SECTION 10.	NOTICE IS HEREBY GIVEN THAT TUESDAY, THE 1 st DAY OF JULY, 2025 AT THE HOUR OF 6:00 O'CLOCK P.M., IN THE REGULAR MEETING OF THE CITY COUNCIL, BEING THE COUNCIL CHAMBERS, IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION, ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.
<u>NOTICE</u>	
SECTION 11.	That the City Clerk is hereby authorized and directed to publish a copy of this Resolution. Said publication shall be not less than ten (10) days

before the date for said Public Hearing.

EFFECTIVE DATE

SECTION 12.

That this Resolution shall take effect immediately upon its adoption.

PROCEEDINGS INQUIRIES

SECTION 13.

For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

James Enriquez
City Engineer
CITY OF SANTA FE SPRINGS
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511

APPROVED and ADOPTED this 17TH day of June 2025, by the following vote:

AYES: Councilmembers Mora, Martin, Rodriguez, Mayor Pro Tem Zamora, and Mayor Rounds
NOES: None

ABSENT: None
ABSTAIN: None

Published at Los Cerritos Community News 6/20/27

**CITY OF PICO RIVERA
NOTICE OF PUBLIC HEARING
FOR THE PLANNING COMMISSION**

The Planning Commission will hold a public hearing on the project described below. You are receiving this notice because your property is located near the project or because you have requested to be notified.

Project Location: : 4845 Durfee Avenue (APN: 6374-015-902) and vacant lot with APN: 6375-016-906

Project Description: General Plan consistency determination for City acquisition of real property from the San Gabriel Valley Council of Governments.

Environmental Review The determination of General Plan consistency is not subject to the provisions of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378(b)(5) as this review is not considered a "project" subject to CEQA but an administrative action that does not approve a specific development project or result in a physical change to the environment.

The Planning Commission Public Hearing will be held:

DATE: Monday June 30, 2025

TIME: 6:00 p.m.

PLACE: City Hall Council Chambers
6615 Passons Boulevard
Pico Rivera, CA 90660

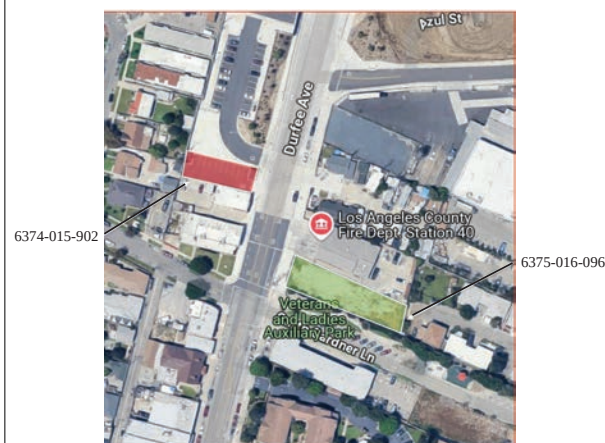
If you challenge the action taken on this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearing, described in this Notice, or written in correspondence delivered to the City of Pico Rivera City Clerk prior to or at the public hearing.

Additional information online or in person can be obtained here:

Project Planner: Alvie Betancourt, Director
abetancourt@pico-rivera.org 562-801-4340
<https://www.pico-rivera.org/our-city/city-commissions/planning-commission/>

Email public comments to abetancourt@pico-rivera.org prior to 4:00 p.m. on the day of the meeting.

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please contact the City Clerk's Office at (562) 801-4389 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

ATTACHMENT "A"

Published at Los Cerritos Community News, June 20, 2025



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Maricela Balderas, Director of Community Services

SUBJECT: 2026 TOURNAMENT OF ROSES FLOAT DESIGN SELECTION

DATE: July 1, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Review the three (3) Rose Float designs, presented by Phoenix Design Company (Phoenix), and select one (1) for production for the 2026 Tournament of Roses parade; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

There is no additional fiscal impact associated with the selection of a design option at this time. All costs related to float development have been allocated in the adopted Fiscal Year 2025–26 budget, and are included in the existing agreement with Phoenix.

BACKGROUND

On April 1, 2025, the City Council approved the City's participation in the 2026 - 2028 Pasadena Tournament of Roses Parade and authorized staff to move forward with planning efforts. Subsequently, on May 6, 2025, the City Council approved an agreement with Phoenix Decorating Company for the design, construction, and coordination of the City's Rose Float entry.

In support of this effort, the Heritage Arts Advisory Committee (HAAC) provided creative input during their May 27, 2025 meeting to help guide the design process. Taking this input into account, Phoenix developed three (3) conceptual float designs, two in color and one in black and white, each incorporating visual elements inspired by iconic Santa Fe

Springs landmarks and symbols of historical and cultural significance. Design Option 3 will be presented in color at the July 1st City Council meeting.

On June 17, 2025, the HAAC held a special meeting to review the three (3) designs. Following thoughtful discussion, the Committee voted to recommend Design Option 1 to the City Council for formal consideration and approval.

ANALYSIS

Each of the three (3) design concepts was thoughtfully crafted to resonate not only with Santa Fe Springs residents but also with the broader Rose Parade audience. Common design themes include recognizable features of the City's historical and cultural identity, creative use of floral artistry, and broad appeal aligned with the anticipated 2026 parade theme.

Design Option 1

Includes components of Heritage Park exhibits, including the iconic Heritage Park pump house, the Gabrielino-Tongva canoe, the water fountain, as well as the Atchison, Topeka, and Santa Fe Railway (AT&SF) engine and boxcar.

Design Option 2

Features the Heritage Park carriage barn, a historic automobile, the Gabrielino-Tongva canoe, and a water fountain.

Design Option 3

Includes the Clarke Estate home, Heritage Park water fountain, AT&SF engine (smaller scale than shown in Option 1), a windmill, and a sign with "Welcome to Santa Fe Springs" on the front.

After reviewing the options, HAAC members determined that Design Option 1 best captures the spirit of Santa Fe Springs while meeting the goals of visibility, engagement, and celebration during the internationally viewed parade.

The HAAC also recommended incorporating the "Welcome to Santa Fe Springs" sign from Design Option 3 onto the side of Design Option 1. Additionally, the Committee suggested postponing approval of the mural shown on the boxcar, as there may be an opportunity to feature a new boxcar design that is currently in development, in place of the original mural.

Key strengths of Design Option 1 include a strong visual and thematic alignment with the City's story, effective integration of historic and community-based imagery, a high potential for visual impact and audience connection, and feasibility within project timelines and budget.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Staff and the Heritage Arts Advisory Committee recommend that the City Council approve Design Option 1, with a “Welcome to Santa Fe Springs” sign on the side as the official float design for the City’s 2026 Rose Parade entry. This concept offers a dynamic and meaningful representation of Santa Fe Springs and will serve as a source of pride for the community on a national stage.

Upon approval, Phoenix will begin to construct the frame of the 2026 Santa Fe Springs Rose Float.

ATTACHMENT(S):

A. Phoenix design options 1 - 3

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ATTACHMENT A

Design Option 1:



Design Option 2:



Design Option 3:





CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Office of the City Attorney

SUBJECT: **CONSIDERATION AND APPROVAL OF A RESOLUTION DECLARING A FISCAL EMERGENCY AND CALLING A SPECIAL MUNICIPAL ELECTION TO PRESENT VOTERS WITH A BALLOT MEASURE TO INCREASE THE CITY'S TRANSACTIONS AND USE TAX ALONG WITH OTHER ELECTION-RELATED ACTION; AND FIRST READING APPROVAL OF A RELATED ORDINANCE CODIFYING THE PROPOSED INCREASE, SUBJECT TO VOTER APPROVAL**

DATE: July 1, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Subject to adoption by the electorate, give first reading to Ordinance No. 1160 of the City of Santa Fe Springs, California ("City") increasing the City's existing transactions and use tax rate from 1% to 1.25% and making such other administrative amendments and updates requested by the California Department of Tax and Fee Administration; and
- 2) Adopt Resolution No. 9970 (i) Declaring a fiscal emergency within the meaning of Article XIIC, §2 of the California Constitution; (ii) Calling and Giving Notice of a November 4, 2025 Special Election for the Submission of a Ballot Measure to Santa Fe Springs Voters increasing the City's 1% Transactions and Use Tax rate to 1.25%; (iii) Requesting Consolidation of Said Special Election with the County-Administered Election of the Same Date; (iv) Requesting that the Los Angeles County Registrar-Recorder/County Clerk Provide Specific Election Administration Services; and (v) Setting Priorities for Filing Written Arguments and Rebuttals Regarding the Ballot Measure and Directing Preparation of An Impartial of Analysis; and
- 3) Discuss and take action regarding the preparation of ballot arguments.

4) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The cost of conducting the special election is estimated to be approximately \$60,000. This estimate is based on the actual cost of the City's most recent election and includes a contingency to account for potential increases in election administration expenses. Sufficient funds have been budgeted in the City Clerk's Intergovernmental Charges Account (10101115-544020) to cover this expense.

BACKGROUND

During the budget process, the City Council has discussed the growing financial pressures facing the City of Santa Fe Springs due to rising costs associated with providing essential services. These cost increases, combined with limited projected revenue growth and ongoing service demands, create a need for additional locally controlled funding to maintain the City's high standard of public safety, community services, and parks and recreation programs, as well as address a growing need to fix and enhance aging infrastructure.

Despite the City's strong record of fiscal stewardship, including responsible budgeting, service prioritization, and efficiency improvements, continued increases in the cost of emergency response, public safety staffing, equipment upgrades, and community programs have made it increasingly difficult to sustain core services at current levels, and to improve infrastructure such as fire houses, public facilities, and parks, without additional revenue. For these reasons, circumstances justifying the declaration of a fiscal emergency exist. Accordingly, to protect Santa Fe Springs' long-term financial stability and preserve essential services, such as 911 emergency fire and police response, recruitment and retention of paramedics and police officers, prevention of gang and drug activity, addressing homelessness, keeping public areas and parks clean and safe, and maintaining afterschool and senior programs, identifying and securing new revenue sources is critical.

One option is to call a special election for November 4, 2025 to present Santa Fe Springs voters with a ballot measure ("Measure") to increase the City's existing transactions and use tax rate from 1%¹ to 1.25% along with other administrative updates requested by the California Department of Tax and Fee Administration, the staff office responsible for collecting the tax on the City's behalf. The tax will remain a general tax within the meaning of Proposition 218 whose revenues can be used for any governmental purpose, including, but not limited to maintaining 911 emergency response times; recruiting and retaining well-trained police and paramedics; combating gang activity and drug-related crime; addressing homelessness and supporting food, health, and job training services; keeping parks and public spaces clean and safe; maintaining afterschool programs for youth and

¹ The City's existing transactions and use tax is codified under Section 35.017 (Transactions and Use Tax) under the general heading entitled "Sales and Use Taxes" of Chapter 35 (Taxation) of Title III (Administration) of the Santa Fe Springs Municipal Code.

services for seniors; upgrading life-saving equipment for firefighters and paramedics; and funding infrastructure upgrades, including fire houses, public facilities, and parks.

The City's existing 1% transactions use tax generates approximately \$17M in general fund revenues each year. An increase of the transactions and use tax rate to 1.25% will generate an additional \$4.0M annually. Despite the rate increase, the City's transactions and use tax will continue to operate like the general sales tax.

ANALYSIS AND DISCUSSION

California Revenue and Taxation Code §7285.9 gives the City the authority to enact a local transactions and use tax (sales tax) for general purposes with the approval of Santa Fe Springs voters. A transactions and use tax is a form of add-on rate to the Statewide sales tax rate of 7.25%. The add-ons are comprised of County-wide transactions and use tax add-ons and the City's own 1% transactions and use tax add-on. At present the cumulative sales tax for Santa Fe Springs, inclusive of all County and City add-ons is 10.75%. The proposed quarter-cent increase will increase the overall rate to 11%.

Generally, Revenue and Taxation Code §7251.1 caps the cumulative amount of add-ons at 2% total, except in cases where special legislation exempts a specific add-on from the 2% cap. In Santa Fe Springs, for example, special legislation in 2017 (SB 703) authorized the City to enact a transactions and use tax at a rate of 1% even if this rate would exceed what was otherwise allowable under Revenue and Taxation Code §7251.1. The approval of County Measure A by Los Angeles County voters last fall included the repeal of prior County Measure H which has ceded a quarter of a percent (0.25%) that would otherwise apply toward the 2% overall cap. It is this 0.25% that the City will secure for itself if Santa Fe Springs voters vote to approve the proposed measure to increase the existing 1% rate to 1.25%.

Except for those items that are exempted from the tax (e.g., most non-prepared food items and prescription medications are exempted from the tax), the tax applies to most over-the-counter sales of tangible goods and to restaurant sales. For purchases of big-ticket items (e.g., appliances and furniture), the tax applies only if the item is delivered to a Santa Fe Springs address from a point of sale located within or outside of the City. For automobile sales, the tax applies only if the vehicle purchased was registered to a Santa Fe Springs address, regardless of whether the vehicle was purchased from a dealership located in or outside of the City.

The following ballot question has been proposed as the ballot question to present to Santa Fe Springs voters:

City of Santa Fe Springs Services Protection Measure. To protect Santa Fe Springs’ long-term financial stability; maintain general services such as fire, paramedic, police, hazard material spill response; help prevent property crimes; keep public areas/parks safe/clean; address homelessness; maintain library/senior services, afterschool programs, shall a measure be adopted increasing the transaction and use tax (sales tax) by a ¼¢ providing approximately \$4,000,000 annually until ended by voters, requiring audits, annual publicly available expenditure reports, funds locally controlled?	YES
	NO

SUMMARY/NEXT STEPS

When Can The Tax Measure Be Put to the Voters?

As mentioned above, the City’s existing transactions and use tax was established as a general tax within the meaning of Article XIIC of the California Constitution (“Article XIIC”) whose revenues may be used for any governmental purpose. Under Article XIIC, any increase to an existing general tax must be approved by the voters² at a regular municipal election where City Council offices are also up for election. That said, such measures may be put to the voters at a special election in the case of a fiscal emergency declared by unanimous vote of the legislative body (i.e., of the City Council).³

What is Required to Place a General Tax Measure on the Special Election Ballot and for the Approval of the Measure by the Voters?

The procedural hurdles for placing a general tax measure on a special election ballot are as follows:

1. Adoption of a Resolution by *unanimous vote of Councilmembers present* making a finding of fiscal emergency. This resolution can be merged with the resolution calling the special election to place the Measure on the ballot.
2. By no less than a 2/3 vote of the full membership of the City Council (i.e., by at least 4 “yes” votes) as required by Government Code §53724(b) and Revenue & Taxation Code §7285.9, adoption of a resolution that (i) calls for a special election to submit the Measure to voters; (ii) requests the Board of Supervisors of the County of Los Angeles to direct the Registrar-Recorder/County Clerk (collectively, the “County”) to consolidate the Measure with the County-administered elections of the same date; (iii) requests administrative election assistance from the County;

² Government Code §53723

³ A unanimous vote of the members of the governing body has generally been interpreted to mean unanimity of those present when the vote is taken See 75 Ops Cal Atty Gen 47 (1992), citing *Tidewater S. Ry., Co. v. Jordan* (1912) 163 C 105 (unanimous vote of governing body means such vote of those present).

(iv) sets priorities and deadlines for the submission of ballot arguments and rebuttals; and (v) directs the City Attorney to prepare an impartial analysis.

3. Adoption for first reading of an ordinance of the People of the City of Santa Fe Springs amending the City's Municipal Code to increase the transactions and use tax rate from 1% to 1.25% and making other administrative modifications and updates requested by the California Department of Tax and Fee Administration. It is recommended that a second reading be conducted at the City Council meeting immediately following, with the understanding that the ordinance will only take effect if the Measure is approved a simple majority of votes cast at the special election to be held November 4, 2025.
4. Discuss and Take Action Regarding the Preparation of an Argument in Favor of the Measure, especially if there will be no other City Council meetings before the deadline for submitting ballot arguments which is August 15, 2025.
5. Provide such other direction incident to the placement of the Measure on the ballot and meeting deadlines for the submission of ballot arguments and rebuttals.

ATTACHMENT(S):

- A. Resolution No. 9970 Calling Election and Establishing Fiscal Emergency.
- B. Ordinance (for 1st reading)

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

RESOLUTION NO. 9970

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS (1) DECLARING A FISCAL EMERGENCY WITHIN THE MEANING OF ARTICLE XIIC, SECTION 2 OF THE CALIFORNIA CONSTITUTION; (2) CALLING AND GIVING NOTICE OF A NOVEMBER 4, 2025 SPECIAL ELECTION FOR THE SUBMISSION OF A BALLOT MEASURE TO SANTA FE SPRINGS VOTERS INCREASING THE CITY'S CURRENT ONE PERCENT (1%) TRANSACTIONS AND USE TAX TO ONE AND ONE QUARTER OF A PERCENT (1.25%); (3) REQUESTING CONSOLIDATION OF SAID SPECIAL ELECTION WITH THE COUNTY-ADMINISTERED ELECTION OF THE SAME DATE; (4) REQUESTING THAT THE REGISTRAR-RECORDER/COUNTY CLERK PROVIDE SPECIFIC ELECTION ADMINISTRATION SERVICES; AND (vi) SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND REBUTTALS REGARDING THE BALLOT MEASURE AND DIRECTING PREPARATION AN IMPARTIAL ANALYSIS

WHEREAS, during the budget process, the City Council has discussed the growing financial pressures facing the City of Santa Fe Springs ("City") due to rising costs associated with providing essential services; and

WHEREAS, these cost increases, combined with limited projected revenue growth and ongoing service demands, create a need for additional locally controlled funding to maintain the City's high standard of public safety, community services, and parks and recreation programs, as well as address a growing need to fix and enhance aging infrastructure; and

WHEREAS, approximately 88% of calls to the City's Fire and Rescue Department relate to medical emergencies; and

WHEREAS, between 3PM and 6PM – the hours after school ends and before parents typically return home from work – children and teens without an afterschool activities are at significantly greater risk of getting into trouble; and

WHEREAS, Last year alone, there were over 1,200 reported property crimes, including burglaries from homes and cars, as well as car thefts in Santa Fe Springs.

WHEREAS, of the last three County-led sales tax increases, less than 5 cents of every dollar was returned to Santa Fe Springs depriving the City of its fair share; and

WHEREAS, despite the City's strong record of fiscal stewardship, including responsible budgeting, service prioritization, and efficiency improvements, continued increases in the cost of emergency response, public safety staffing, equipment upgrades, and community programs have made it increasingly difficult to sustain core services at current levels, and to improve infrastructure such as fire houses, public facilities, and parks, without additional revenue; and

WHEREAS, for the reasons stated in the Recitals, above, circumstances justifying the declaration of a fiscal emergency exist; and

WHEREAS, pursuant to Revenue and Taxation Code Section 7285.9 et seq., the City has the authority to increase its existing local transaction and use tax; and

WHEREAS, pursuant to Elections Code Section 9222, the Santa Fe Springs City Council ("City Council") has the authority to submit measures to be considered by Santa Fe Springs voters at special municipal elections; and

WHEREAS, pursuant to Section 35.017 (Transactions and Use Tax) found under the general heading entitled "Sales and Use Taxes" of Chapter 35 (Taxation) of Title III (Administration) of the Santa Fe Springs Municipal Code, the City currently levies a voter-approved 1 cent (or 1%) transactions and use tax, the proceeds of which are deposited into the general fund to be used for any governmental or public purpose; and

WHEREAS, the City Council now calls a November 4, 2025 special municipal election to submit to Santa Fe Springs voters a ballot measure (hereinafter, the "Measure") to adopt an ordinance that increases the City's transactions and use tax rate, currently set at one percent (1%), by an additional one-quarter of a percent (0.25%) such that the new transactions and use tax rate will be one and one quarter percent (1.25%); and

WHEREAS, the Measure may ensure that the City has the needed financial resources for: (i) firefighters and paramedics, and lifesaving equipment to maintain its emergency response times and save lives; (ii) to help maintain supervised afterschool park, recreation, and library programs to keep our children and teens off the streets, safe, and out of trouble; and (iii) additional police patrols and improved response times to keep local residents, businesses, and their property safe;

WHEREAS, all funds raised by this Measure go exclusively to the City of Santa Fe Springs, which will ensure local control of this revenue and provide a guaranteed source of funding for City services that cannot be taken by the County of Los Angeles, Sacramento or Washington DC; and

WHEREAS, the Measure includes strict accountability requirements such as public disclosure of all spending through an annual expenditure report, and annual independent financial audits that help ensure funds are used effectively and as promised, and serve the Santa Fe Springs community; and

WHEREAS, pursuant to Government Code Sections 53723 and 53724(b), Revenue and Taxation Code Section 7285.9, any proposed increase or extension of the City's general purpose transactions and use tax must be approved by ordinance approved by no less than two-thirds of all the members of the City Council (i.e., by at least 4 "yes" votes), subject also to approval by Santa Fe Springs voters by a simple majority of votes cast (50% plus 1) at a City election; and

WHEREAS, Section 2(b) of Article XIIC of the California Constitution further provides that an election required to approve the establishment of, or increase to, a general tax must be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency, as is the case here, declared by a unanimous vote of members present of the governing body (See *75 Ops Cal Atty Gen 47* (1992), citing *Tidewater S. Ry., Co. v Jordan* (1912) 163 C 105); and

WHEREAS, concurrent with the approval of this Resolution, the City Council has also approved for first reading an ordinance (hereinafter, "the Ordinance") which, if the Measure is approved by Santa Fe Springs voters, implements the increase of the City's transactions and use tax to one and one quarter percent (1.25%)(A true and correct copy of the Ordinance is attached to this Resolution as **Exhibit "A"**); and

WHEREAS, the City Council requests that the Los Angeles County Board of Supervisors ("Board") authorize and direct the Los Angeles County Registrar- Recorder/County Clerk (hereinafter, "the County") to consolidate the City's November 4, 2025, special election with the County-administered election(s) of the same date; and

WHEREAS, the City shall compensate the County for all necessary expenses incurred by the County in providing the special election administration services for the City, including any such additional costs arising out of the placement of the above-described ballot measure on the City's November 4, 2025 ballot; and

WHEREAS, the City Council also wishes to (i) establish deadlines and rules for the submission of written arguments and rebuttals for and against the Measure in accordance with applicable Elections Code procedures; (ii) direct the timely preparation of the City Attorney's imparatial analysis; and (iii) provide such other direction as may be necessary to facilitate the placement of the Measure on the ballot.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AS FOLLOWS:

SECTION 1. Recitals. The City Council hereby finds and determines that the foregoing Recitals are true and correct, are incorporated herein and by this reference made an operative part thereof.

SECTION 2. Fiscal Emergency Findings. Based upon the foregoing Recitals, the City Council hereby unanimously finds and declares a fiscal emergency, as the term "emergency" is used in Article XIIC, Section 2(b) of the California Constitution, now

exists in the City justifying the call for a special municipal election on November 4, 2025, in order that the City may propose, and the City voters may consider, adoption of a general tax ballot measure (to wit, the Measure) as contemplated herein to address that emergency by ensuring that the City has the resources necessary to preserve the public health, safety and welfare.

SECTION 3. Submission of Ballot Measure. Having satisfied the approval requirements of Government Code Sections 53723 and 53724(b), Revenue and Taxation Code Section 7285.9 and Article XIIC, Section 2(b) of the California Constitution, the City Council, pursuant to Elections Code Section 9222 and 12001 hereby orders and calls a special municipal election to be held in the City of Santa Fe Springs, California on Tuesday, November 4, 2025 so that Santa Fe Springs voters may consider a ballot measure to increase the City's existing one percent (1%) transactions and use tax to an increased rate of one and one quarter percent (1.25%) and to make certain administrative amendments and updates to Municipal Code provisions that codify the City's transactions and use tax as requested by the California Department of Tax and Fee Administration. If approved by the voters the new tax rate shall be implemented by the Ordinance which is attached incorporated hereto as **Exhibit "A"** to this Resolution. The transactions and use that is the subject of the Measure is and will remain a general tax within the meaning of Proposition 218 whose proceeds may be deposited in the City's general fund and used for any public or other governmental purpose. Accordingly, the vote requirement for passage of the proposed Measure is a majority of the votes cast (50% plus 1) at the November 4, 2025 special municipal election.

SECTION 4. Ballot Measure Question. The City Council does hereby order that the Measure shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth herein. There shall be printed substantially the following ballot question in compliance with Election Code Sections 9051, 13119(b) and 13247:

City of Santa Fe Springs Services Protection Measure. To protect Santa Fe Springs' long-term financial stability; maintain general services such as fire, paramedic, police, hazard material spill response; help prevent property crimes; keep public areas/parks safe/clean; address homelessness; maintain library/senior services, afterschool programs, shall a measure be adopted increasing the transaction and use tax (sales tax) by a ¼¢ providing approximately \$4,000,000 annually until ended by voters, requiring audits, annual publicly available expenditure reports, funds locally controlled?	YES
	NO

The City Council further requests that the City be granted the letter designation "█", if available, such that the Measure may be identified on the ballot as "**Measure** █". If the letter designation "█" is unavailable, it is requested that the following alternative letter designations be given in order of preference: "█" and "█", also if available.

SECTION 4. Election Procedures.

- A. The ballots to be used at the election shall be in form and content as required by law.
- B. Pursuant to the requirements of Elections Code Sections 10002 and 10403, the City respectfully requests that the County's governing Board of Supervisors consent and agree to the following:
 - 1. That the November 4, 2025 special municipal election called by the City to present Santa Fe Springs voters with a City-initiated ballot measure seeking approval of the Ordinance be consolidated with the County-administered election(s) of the same date; and
 - 2. That the County's governing Board of Supervisors consent to having the County render full election services to the City as may be requested by the Santa Fe Springs City Clerk (hereinafter, the "City Clerk") with the understanding and agreement that the County will be reimbursed by the City in full for all services so provided; and
 - 3. That the requested election services include: the preparation, printing and mailing of sample ballots and polling place cards; the establishment or appointment of precincts, polling places, and election officers, the preparation, printing, mailing and furnishing of vote-by-mail ballots, making such publications as are required by law in connection therewith; the furnishing of ballots, voting booths and other necessary supplies or materials for polling places; the canvassing of the returns of the election and the furnishing of the results of such canvassing to the City Clerk of the City of Santa Fe Springs and the performance of such other election services as may be requested by the City Clerk.
- C. The City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar of Voters to procure and furnish any and all ballots, notices, printed matter and supplies, services, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.
- D. The polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed, pursuant to Elections Code Section 10242, except as provided in Elections Code Section 14401.
- E. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for the holding of municipal elections in the City.

- F. Notice of the time, place, and holding of the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.
- G. All ballots shall be tallied at a central counting place and not at the precincts. Said central counting place shall be at a ballot counting center designated by the County.
- H. The County is authorized to canvass the returns of the City's special election.
- I. The City Clerk shall receive the canvass from the County as it pertains to the election on the measure, and shall certify the results to the City Council, as required by law.
- J. The City's General Municipal Election will be held and conducted in accordance with the provisions of law regulating such elections, including without limitation, Elections Code Section 10418.

SECTION 5. Arguments; Rebuttals and Impartial Analysis.

A. Direct Arguments For and Against the Measure.

- 1. The City Council acknowledge Elections Code Section 9282(b) and 9287 which provide as follows:
 - (a) When a measure is placed on the ballot by a legislative body, the legislative body, or a member or members of the legislative body authorized by that body, or an individual voter who is eligible to vote on the measure, or *bona fide* association of citizens, or a combination of voters and associations, may file a 300 word or less written argument in favor of the measure; and
 - (b) If more than one argument in favor of a measure is submitted, the City Clerk shall give preference and priority, in the order named, to the arguments submitted by the following person(s) and entities: (A) the legislative body, or member or members of the legislative body authorized by that body; (B) an individual voter, or *bona fide* association of citizens, or combination of a voter(s) and associations, who are the *bona fide* sponsors or proponents of the measure; (C) a *bona fide* associations of citizens; and (D) individual voters who are eligible to vote on the measure.

Provided such argument is submitted by or before the deadline for submitting ballot arguments, the City Council, by motion, reserves the right to designate and delegate one or more of its members to author an argument in favor of the City's measure and recognition of Elections Code Section 9283 which limits the number of signatories to the argument to five, prescribe a process or criteria for determining who should be selected to sign.

2. Arguments against the proposed ballot measure, if any, shall also be subject to the provisions of Elections Code 9282 and 9287.
3. The deadline date and time for submitting arguments for or against the measure to the City Clerk is **August 15, 2025 by 5:30 p.m.**, after which time no arguments for or against the measure will be accepted. Arguments for or against the measure **may not exceed 300 words** in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.
4. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.

B. Rebuttal Arguments.

1. Pursuant to Elections Code Sections 9285 and 9287, when the City Clerk selects the arguments for and against the City-initiated measure to be printed and distributed to the voters, the City Clerk will send a copy of the argument in favor of the measure to the authors of the argument against the measure, and a copy of the argument against to the authors of the argument in favor of the measure.
2. The authors of the respective arguments for and against the measure or persons designated by them may then prepare and submit rebuttal arguments not exceeding 250 words in length. The deadline for submitting rebuttal arguments to the City Clerk is **August 25, 2025 by 5:30 p.m.** after which time no rebuttal arguments will be accepted. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

- C. City Attorney's Impartial Analysis. Pursuant to Elections Code Section 9280, the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney so that the City Attorney may prepare an impartial analysis of the measure, not to exceed 500 words in length. The impartial analysis should explain what the measure will do if approved and enacted and how that impacts/changes existing law. The City Attorney shall transmit its impartial analysis to the City Clerk, who shall cause the analysis to be published in the voter information guide along with the ballot measure as provided by law. The Impartial Analysis shall be filed no later than **August 15, 2025**. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font

bold type, the following: “The above statement is an impartial analysis of Ordinance or Measure. If you desire a copy of the ordinance or measure, please call the election official’ s office at [insert phone number] and a copy will be mailed at no cost to you.”

- D. Delivery of Materials. Any materials that must be submitted to the City Clerk must be delivered in person to the Office of the City Clerk located at Santa Fe Springs City Hall, 11710 E. Telegraph Road, Santa Fe Springs, California 90670. Except as otherwise provided in this paragraph, materials delivered to the City Clerk must be delivered during regular business hours which are Monday through Thursday from 7:30 A.M. to 5:30 P.M.

SECTION 7. Manner of Placement on the Ballot. The City Clerk is delegated discretion to direct the County to undertake one of the following placement options: (a) Print a 75 word abbreviated ballot measure text (prescribed by law) only; (b) Print a 75 word abbreviated ballot measure text and include Official Sample Ballot Notice advising voters to call the City Clerk’s Office and request a free copy of the ballot measure enclosure (OR) that the city will be sending voters a supplemental mailing; or (c) Print a 75 word abbreviated ballot measure text and include Full Ballot Measure Enclosure Text in the Official Sample Ballot Booklet.

SECTION 8. City Clerk Tasks.

- A. Delivery of Resolution to County: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. The City Council directs the City Clerk to deliver copies of this Resolution, including the Ordinance to the Clerk of the County’s governing Board of Supervisors and to the Registrar-Recorder/County Clerk for the County of Los Angeles.
- B. Publication of Ballot Measure Synopsis: As required by Elections Code Section 12111, the City Clerk shall publish a synopsis of the measure at least one time not later than one week before the date of the November 4, 2025 election in a newspaper of general circulation in the City or as may otherwise be permitted by law. The notice shall be headed “Measure to be Voted On” in conspicuous type and shall be substantially in the following form:

*“MEASURE TO BE VOTED ON
Notice is hereby given that the following measure is to be voted on at a
special municipal election to be held in the City of Santa Fe Springs, on
Tuesday, the 4th day of November 2025.*

[Text of synopsis of measure]

Dated _____

City Clerk”

SECTION 9. Public Examination. Pursuant to Elections Code Section 9295, this measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The Clerk shall post notice in the Clerk's office of the specific dates that the examination period will run.

SECTION 10. CEQA. The City Council hereby finds and determines that the ballot measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, section 15378(b)(5).

SECTION 11. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 12. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption. The City Clerk is hereby directed to file a certified copy of this Resolution with the County's governing Board of Supervisors and the Registrar-Recorder/County Clerk for the County of Los Angeles.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Santa Fe Springs at its special meeting on this _____ day of _____ 2025.

William K. Rounds, Mayor

ATTEST:

Fernando N. Muñoz, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SANTA FE SPRINGS)

I, Fernando N. Muñoz, CMC, City Clerk of the City of Santa Fe Springs, do hereby certify that the above and foregoing Resolution No. _____ was passed, approved, and adopted by the City Council of the City of Santa Fe Springs, signed by the Mayor and attested by the Deputy City Clerk at a meeting of said City Council of the City of Santa Fe Springs held on this _____ day of _____ 2025, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Fernando N. Muñoz, CMC
City Clerk, City of Santa Fe Springs

ORDINANCE NO. 1160

AN ORDINANCE OF THE PEOPLE OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA INCREASING TO ONE AND ONE QUARTER OF A PERCENT (1.25%) THE CITY'S EXISTING GENERAL PURPOSE ONE PERCENT (1%) TRANSACTIONS (SALES) AND USE TAX CURRENTLY CODIFIED UNDER SECTION 35.017 (TRANSACTIONS AND USE TAX) OF CHAPTER 35 (TAXATION) OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE

WHEREAS, pursuant to Revenue and Taxation Code Section 7285.9 *et seq.*, the City of Santa Fe Springs ("City") has the authority to collect a local transaction and use tax and to increase that transactions and use tax; and

WHEREAS, pursuant to Elections Code Section 9222, the Santa Fe Springs City Council ("City Council") has the authority to submit measures to be considered by Santa Fe Springs voters at a special municipal election; and

WHEREAS, pursuant to Section 35.017 (Transactions and Use Tax) found under the general heading entitled "Sales and Use Taxes" of Chapter 35 (Taxation) of Title III (Administration) of the Santa Fe Springs Municipal Code, the City currently levies a voter-approved 1 cent (or 1%) transactions and use tax, the proceeds of which are deposited into the general fund to be used for any general municipal purpose; and

WHEREAS, the City Council has called a November 4, 2025 special municipal election to submit to Santa Fe Springs voters an ordinance that increases the City's transactions and use tax rate, currently set at one percent (1%), by an additional one-quarter of a percent (0.25%) such that the new transactions and use tax rate will be one and one quarter percent (1.25%); and

WHEREAS, pursuant to Government Code Sections 53723 and 53724(b), Revenue and Taxation Code Section 7285.9, any proposed increase or extension of the City's general purpose transactions and use tax must be approved by no less than two-thirds of all the members of the City Council (i.e., by at least 4 "yes" votes), subject also to approval by Santa Fe Springs voters by a simple majority of votes cast (50% plus 1) at a City election; and

WHEREAS, Section 2(b) of Article XIII C of the California Constitution further provides that an election required to approve the establishment of, or increase to, a general tax must be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency, as was the situation here, declared by a unanimous vote of members present of the governing body (See 75 Ops Cal Atty Gen 47 (1992), citing *Tidewater S. Ry., Co. v Jordan* (1912) 163 C 105); and

WHEREAS, in compliance with Government Code Sections 53723 and 53724(b), Revenue and Taxation Code Section 7285.9, and Section 2(b) of Article XIII C of the California Constitution, the City Council at its meeting of July 1, 2025, approved City Council Resolution No. 9970 which (i) called and gave notice of the submission to Santa Fe Springs voters of a ballot measure to an increase to the City's 1% transactions and use tax to 1.25; (ii) made a unanimous finding of a fiscal "emergency" within the meaning of Section 2(b) of Article XIII C(ii) of the California Constitution; (iii) acknowledged the concurrent first-reading approval of this Ordinance by the City Council; (iv) ordered that the ballot measure be submitted as part of the City's November 4, 2025 special municipal election, which is to be consolidated with the County-administered elections of the same date; (v) requested the County to provide administrative services and support for its special municipal election, inclusive of the ballot measure; and (vi) setting priorities for the submission of arguments and rebuttals and ordering the preparation of the City Attorney's Impartial Analysis; and

WHEREAS, the ballot measure seeking approval of this Ordinance was given the letter designation Measure "██████" which presented the following question to Santa Fe Springs voters:

City of Santa Fe Springs Services Protection Measure. To protect Santa Fe Springs' long-term financial stability; maintain general services such as fire, paramedic, police, hazard material spill response; help prevent property crimes; keep public areas/parks safe/clean; address homelessness; maintain library/senior services, afterschool programs, shall a measure be adopted increasing the transaction and use tax (sales tax) by a ¼¢ providing approximately \$4,000,000 annually until ended by voters, requiring audits, annual publicly available expenditure reports, funds locally controlled?	YES
	NO

WHEREAS, this Ordinance was provisionally approved by the City Council for first reading and second reading on July 1, 2025 and ████████, 2025, respectively, subject to the requirement that the ballot measure authorizing the implementation of this Ordinance is in fact approved by Santa Fe Springs voters at a special municipal election held November 4, 2025; and

WHEREAS, as required by Government Code Sections 53723 and 53724(b), Revenue and Taxation Code Section 7285.9, and Section 2(b) of Article XIII C of the California Constitution, the ballot measure seeking approval of this Ordinance was approved by a simple majority of votes cast at the City's special municipal election of November 4, 2025, by a final count of ████████ "Yes" votes (or ████████% "Yes") to ████████ "No" votes (or ████████% "No"); and

WHEREAS, at its meeting of _____, 2025, the City Council approved Resolution No. _____ which acknowledged the conduct of the November 4, 2025 special municipal election and declared the results of the same, including that the ballot measure authorizing the implementation of this Ordinance was approved by Santa Fe Springs voters.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, ACTING WITH THE CONSENT OF THE VOTERS FOLLOWING A NOVEMBER 4, 2025 SPECIAL MUNICIPAL ELECTION, HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 35.017 (Transactions and Use Tax) codified under the heading "Sales and Use Taxes" under Chapter 35 (Taxation) of Title III (Administration) of the Santa Fe Springs Municipal Code, is hereby amended in its entirety to now state the following:

35.017 Local Transactions and Use Tax.

(A) Title. *This section shall be known as the "Local Transactions and Use Tax" section of the Santa Fe Springs Municipal Code. For purposes of this section, City of Santa Fe Springs hereinafter shall be referred to as the "City." The provisions of this section shall be applicable in the incorporated territory of the City*

(B) Operative Date.

(1) *The transactions and use tax codified under this section was first approved by Santa Fe Springs voters at a municipal election held November 6, 2018 and pursuant to Revenue and Taxation Code Section 7265 became operative on the first day of the calendar quarter commencing 110 days after its adoption, April 1, 2019 at an original rate of one percent (1%).*

(2) *On November 4, 2025, Santa Fe Springs voters approved a City-initiated ballot measure to increase the transactions and use tax rate to one and one quarter percent (1.25%). For purposes of this Section the term "operative date" shall mean April 1, 2026, the date upon which the increased one and one quarter percent (1.25%) transactions and use tax rate shall take effect.*

(C) Purpose. *This section is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:*

(1) *To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt the tax ordinance that codifies this section which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.*

(2) *To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use*

Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

(3) To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

(4) To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this section.

(D) Contract with State. Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

(E) Transactions and Use Tax Rate. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1.25% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this section.

(F) Place of Sale. For the purposes of this section, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to

be prescribed and adopted by the California Department of Tax and Fee Administration.

(G) Use Tax Rate. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this section for storage, use or other consumption in said territory at the rate of 1.25% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

(H) Adoption of Provisions of State Law. Except as otherwise provided in this section and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this section as though fully set forth herein.

(I) Limitations on Adoption of State Law and Collection of Use Taxes. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

(1) Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

(a) The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

(b) The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this section;

(c) In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

1. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject

to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or

- 2. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.*
- (d) In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.*
- (2) The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.*

(a) "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

(J) Permit Not Required. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this section.

(K) Exemptions and Exclusions.

(1) There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

(2) There are exempted from the computation of the amount of transactions tax the gross receipts from:

(a) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the

authority of the laws of this State, the United States, or any foreign government.

(b) Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

1. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

2. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

(c) The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this section.

(d) A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this section .

(e) For the purposes of subparagraphs (K)(2)(b) and (K)(2)(c) of this section, above, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(3) There are exempted from the use tax imposed by this section, the storage, use or other consumption in this City of tangible personal property:

- (a) *The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.*
- (b) *Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.*
- (c) *If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this section.*
- (d) *If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this section.*
- (e) *For the purposes of subparagraphs (K)(3)(c) and (K)(3)(d) of this section, above, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.*
- (f) *Except as provided in subparagraph (K)(3)(g), below, a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.*
- (g) *"A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code,*

or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

(4) Any person subject to use tax under this section may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

(L) Amendments. All amendments subsequent to the effective date of this section to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this section , provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this section .

(M) Enjoining Collection Forbidden. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this section , or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

(N) Fiscal Transparency. Not less than once each year, the City shall complete a study and produce a report reviewing the collection, management and expenditure of revenues from the City's transactions and use tax and on the basis of this annual study shall issue a report explaining and providing an overview of the same. This report shall be a public document available for copying and inspection by interested members of the public. The City Council, by resolution shall prescribe the methodology, means and scope for also conducting an annual independent financial audit of the City's transactions and use tax revenues. The City Council may incorporate such an audit into any broader and/or routine financial audit(s) conducted by the City. The resolution may be amended and modified from time to time by the City Council in its discretion.

SECTION 2. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 3. EFFECTIVE DATE.

A. This Ordinance relates to an increase to the City's transactions (sales) and use tax rate from one percent (1%) to one and one quarter percent (1.25%). The foregoing notwithstanding, this Ordinance may only become operative if approved by a simple majority of votes cast by Santa Fe Springs voters at a November 4, 2025 special municipal meeting. If approved by the voters, the transaction and use tax rate set forth under Section 35.017 (Transactions and Use Tax) of the Santa Fe Springs Municipal Code will increase to one and one quarter of a percent (1.25%). If the measure fails, this Ordinance shall be rendered inoperative and void, however, the defeat of the measure shall not operate to extinguish or amend the existing transaction and use tax as presently constituted and last approved by Santa Fe Springs voters in 2018.

B. The increased tax rate established under this Ordinance shall not go into effect until April 1, 2026. Upon April 1, 2026, the current text of Section 35.017 (Transactions and Use Tax) found under the general heading "Sales and use Taxes" of Chapter 35 (Taxation) of Title III (Administration) of the Santa Fe Springs Municipal Code shall be amended and updated in its entirety with the substitute text referenced in italics under Section 1 of this Ordinance. By passage of the Measure and approval of this Ordinance, the City may make, without additional voter approval, clerical, formatting or numbering corrections to the aforementioned text to ensure conformity with the requirements of the California Department of Tax and Fee Administration and to ensure internal consistency, provided that no such corrections may result in an increase to the transactions and use tax rate above the voter-approved rate of 1.25%.

SECTION 4. CEQA. This Ordinance and the contemplated levy of the transactions and use tax referenced herein is of the California Public Resources Code ("CEQA") because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, nor does it involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

SECTION 5. DURATION UNCHANGED. The transactions and use tax increased under this Ordinance shall continue to be of an indefinite term unless and until repealed by Santa Fe Springs voters.

SECTION 6. CERTIFICATION OF ADOPTION. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be published pursuant to California Government Code Section 36933 following approval by Santa Fe Springs voters at the City's special election held of November 4, 2025.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Santa Fe Springs at its special meeting on this _____ day of _____ 2025.

William K. Rounds, Mayor

ATTEST:

Fernando N. Muñoz
City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SANTA FE SPRINGS)

I, Fernando N. Muñoz, City Clerk of the City of Santa Fe Springs, do hereby certify that the above and foregoing Ordinance No. _____ was passed, approved, and adopted by the City Council of the City of Santa Fe Springs, signed by the Mayor and attested by the City Clerk at a meeting of said City Council of the City of Santa Fe Springs held on this _____ day of _____ 2025, and that said Ordinance was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Fernando N. Muñoz
City Clerk, City of Santa Fe Springs



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fernando N. Muñoz, City Clerk

SUBJECT: **APPOINTMENTS TO THE YOUTH LEADERSHIP COMMITTEE**

DATE: July 1, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Review and make appointments to the Youth Leadership Committee as desired;
and
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

N/A

BACKGROUND

The City Council has an opportunity to appoint existing and new Youth Leadership Committee members to a new two-year term. Resolution No. 9937, which was approved by the City Council in November 2024, moved the appointment month from January to July to coincide with the start of the academic year.

Attachment A is an updated list of students who are eligible to be reappointed or newly appointed.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon appointment, the City Clerk will finalize the Youth Leadership Committee Roster and mail appointment letters to all confirmed members.

ATTACHMENT(S):

A. Youth Leadership Committee Eligibility List

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, except Jan., Apr., Jul., Sept., and Dec., at 6:30 p.m., Town Center Hall

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUN 30, 2027
Rounds	Scarlet Espinoza Jaeleen Casillas Sophie Pantoja Angelica Gamboa	
Zamora	Vanessa Doss Valerie Gamboa Serenity Hernandez Vacant	
Mora	Audrie Perez Vacant Vacant Vacant	
Rodriguez	Vacant Vacant Mikaela Oliva Vacant	
Martin	Vacant Jayden Brown Valeria Corona Milana Ruiz	

Applications Received: Miranda Martinez

FOR ITEM NO. 18, PLEASE SEE ITEM NO. 25



CITY OF SANTA FE SPRINGS

PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

FROM: René Bobadilla, P.E., Executive Director

BY: Julio Morales, Director of Finance

SUBJECT: MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS
ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC
FINANCING AUTHORITY (PFA)

DATE: July 1, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

N/A

BACKGROUND/DISCUSSION

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 6/30/2025	None
Outstanding principal at 6/30/2025	\$25,205,601

Bond Repayment

The former Community Development Commission (CDC) issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012 which are administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment.

Instead, distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

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

2016 Bond Refunding

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

2017 Bond Refunding

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

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

The Successor Agency will continue to request sufficient distributions from the RPTTF to make required bond payments through maturity on September 1, 2028.

ATTACHMENT(S):

None.

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

FOR ITEM NO. 20, PLEASE SEE ITEM NO. 25



CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

FROM: René Bobadilla, P.E., Executive Director

BY: Julio Morales, Director of Finance

SUBJECT: MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS
ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY
AUTHORITY (WUA)

DATE: July 1, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

N/A

BACKGROUND/DISCUSSION

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 6/30/2025	None
Outstanding principal at 6/30/2025	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 6/30/2025	None
Outstanding principal at 6/30/2025	\$175,000

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 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.

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

The WUA 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.

ATTACHMENT(S):

None.

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

FOR ITEM NO. 22, PLEASE SEE ITEM NO. 25

FOR ITEM NO. 23, PLEASE SEE ITEM NO. 25



CITY OF SANTA FE SPRINGS

SUCCESSOR AGENCY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

FROM: René Bobadilla, P.E., Executive Director

BY: Cuong Nguyen, Director of Community Development

SUBJECT: APPROVAL OF LEASE AGREEMENT WITH VEHICLE PARKING UNLIMITED, LLC FOR USE OF MC&C III FOR COMMERCIAL VEHICLE PARKING AND STORAGE

DATE: July 1, 2025

RECOMMENDATION(S):

It is recommended that the Successor Agency:

- 1) Determine that the proposed lease agreement with Vehicle Parking Unlimited, LLC (VPU) is exempt from the California Environmental Quality Act (CEQA) (Pub. Res. Code § 21000 *et seq.*) pursuant to CEQA Guidelines Section 15301 (Minor Alterations to Land); and
- 2) Adopt Resolution No. SA-2025-003, approving a five-year lease agreement between the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs (Successor Agency) and VPU for the use of MC&C III site located at 10448 Bloomfield Avenue; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

Under the terms of the lease, VPU will pay monthly rent equal to 25% of its gross receipts from subleasing parking and storage space. The lease includes a minimum sublease rate of \$250–\$350 per vehicle per month and requires a \$25,000 security deposit. VPU is also responsible for all associated taxes, utilities, and site maintenance costs.

BACKGROUND

The property, known as MC&C Site III (Block 5), is owned by the Successor Agency and is located at 10448 Bloomfield Avenue (APNs: 8011-018-900 through -906 and 8011-019-911). It comprises approximately 10 acres, partially encumbered by oil wells that would need to be abandoned prior to redevelopment.

To activate interim use and generate revenue, the Successor Agency negotiated a lease with VPU to allow temporary parking and storage of large commercial vehicles and wheeled equipment.

ENVIRONMENTAL REVIEW

The lease agreement qualifies as a Class 4 (Minor Alterations to Land) categorical exemption under the California Environmental Quality Act (CEQA), as the proposed use does not require significant grading or new construction, and involves negligible alterations to the condition of the land on the site. Therefore, no further action is required pursuant to CEQA.

DISCUSSION

The lease is structured as a periodic month-to-month tenancy with a maximum term not to exceed five (5) years. Additionally, no development or demolition, as defined by the Surplus Lands Act (Gov. Code § 54220 *et seq.*), will occur on the leased site. These terms ensure the agreement is not considered a disposition of surplus land and is therefore not subject to the requirements of the Surplus Lands Act per Government Code Section 54221(d)(2)(A)-(B).

Key terms of the lease include:

- Permitted Use: Temporary commercial vehicle and equipment parking and storage.
- Monthly Rent: 25% of gross receipts from subleases.
- Minimum Sublease Rates: \$250/month for a 20–25 ft stall; \$350/month for a 35–40 ft stall.
- Security Deposit: \$25,000 due at lease commencement.
- Tenant Responsibilities: Site security, fencing, improvements (e.g., surface prep, video monitoring), ongoing maintenance, and utilities.

The lease allows the Successor Agency to commence oil well abandonment operations on site and reserves rights for inspection and access. VPU will make necessary improvements to secure and prepare the site, all at its own expense. VPU will also be required to submit financial and operations reports, undergo annual audits, and obtain required insurance.

ANALYSIS

The proposed lease offers a practical and financially beneficial use of a transitional redevelopment site. The interim operation by VPU meets several city and agency goals:

- Revenue Generation: The lease establishes a revenue stream during a period when the site would otherwise remain underutilized.
- Cost-Sharing: All infrastructure upgrades, maintenance, and operational expenses are borne by the tenant, reducing public sector costs.
- Site Activation: The secured, screened, and monitored commercial vehicle storage use enhances property control and deters vandalism or illegal dumping.
- Redevelopment Flexibility: The lease's month-to-month structure with a five-year maximum term ensures that the property can be reclaimed as needed for redevelopment.

This agreement reflects a proactive asset management approach while oil well abandonment continues, facilitating future investment readiness.

SUMMARY/NEXT STEPS

The lease provides an interim use for an underutilized site while maintaining the Successor Agency's long-term redevelopment goals. Upon Successor Agency approval, the lease agreement will be executed, and VPU will begin site improvements and operations per lease terms.

ATTACHMENT(S):

- A. Resolution No. SA-2025-003
- B. Lease Agreement between Successor Agency and Vehicle Parking Unlimited, LLC (MC&C III)

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

RESOLUTION NO. SA-2025-003

A RESOLUTION OF THE SUCCESSOR AGENCY OF THE COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS APPROVING A LEASE AGREEMENT WITH VEHICLE PARKING UNLIMITED, LLC FOR THE TEMPORARY USE OF THE PROPERTY AT 10448 BLOOMFIELD AVENUE (MC&C III) FOR COMMERCIAL VEHICLE PARKING AND STORAGE

WHEREAS, the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs ("Successor Agency") is the owner of that certain real property located at 10448 Bloomfield Avenue, Santa Fe Springs, California, commonly known as MC&C Site III (Block 5), and identified by Assessor Parcel Numbers 8011-018-900 through -906 and 8011-019-911 ("Property"); and

WHEREAS, Vehicle Parking Unlimited, LLC ("Tenant") desires to lease the usable portions of the Property for the temporary parking and storage of commercial vehicles and wheeled equipment ("Lease Agreement") herein attached as **Exhibit "A"**; and

WHEREAS, the Successor Agency and Tenant have negotiated the terms of the Lease Agreement that includes a month-to-month tenancy not to exceed five (5) years in duration and requires the Tenant to pay monthly rent equal to 25% of gross receipts, post a \$25,000 security deposit, and bear all costs related to improvements, maintenance, insurance, and operations; and

WHEREAS, the Lease Agreement is not subject to the requirements of the California Surplus Lands Act (Government Code § 54221(d)(2)(A)-(B)) as it is for a term of less than fifteen (15) years, and no development or demolition will occur on the Property; and

WHEREAS, the proposed Lease Agreement is categorically exempt from the California Environmental Quality Act ("CEQA") (Pub. Res. Code § 21000 *et seq.*) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 *et seq.*) Section 15304 (Class 4 – Minor Alterations to Land), therefore no further action is required pursuant to CEQA; and

WHEREAS, the Successor Agency finds that the Lease Agreement serves the public interest by generating interim revenue, providing active use and security for the site, and preserving long-term redevelopment flexibility.

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

SECTION 1. The above recitals are true and correct and are incorporated in full, herein.

SECTION 2. The Successor Agency hereby approves the Lease Agreement by and between the Successor Agency and Vehicle Parking Unlimited, LLC for the

temporary use of the Property located at 10448 Bloomfield Avenue, Santa Fe Springs, California.

SECTION 3. The Executive Director is hereby authorized and directed to execute the Lease Agreement, in substantially the form presented, and to take any and all actions necessary to carry out the purposes of this Resolution.

SECTION 4. The Successor Agency hereby determines that the approval of the Lease Agreement is exempt from the requirements of CEQA under CEQA Guidelines Section 15304, therefore no further action is required pursuant to CEQA.

SECTION 5. If any section, subsection, phrase or clause of this Resolution is for any reason found to be invalid, such section, subsection, phrase or clause shall be severed from, and shall not affect the validity of, all remaining portions of this Resolution that can be given effect without the severed portion.

SECTION 6. This Resolution shall become effective immediately upon its adoption.

SECTION 7. The City Manager, or designee, are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution.

SECTION 8. The City Clerk of the City of Santa Fe Springs shall certify as to the adoption of this Resolution.

ADOPTED and APPROVED this 1st day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair, Successor Agency to the
Community Development Commission of
the City of Santa Fe Springs

ATTEST:

Secretary



2025
LEASE AGREEMENT
(MC&C Site III)

THIS LEASE AGREEMENT (hereinafter, "Lease") is made and entered into this _____ day of _____ 2025 (hereinafter, the "Effective Date") by and between the SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS, a California municipal corporation (hereinafter, "SUCCESSOR AGENCY") and the VEHICLE PARKING UNLIMITED, LLC, a California limited liability company (hereinafter, "TENANT"). For the purposes of this Lease, SUCCESSOR AGENCY and TENANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to SUCCESSOR AGENCY or TENANT interchangeably, as appropriate.

RECITALS

WHEREAS, SUCCESSOR AGENCY is the owner of real property commonly identified as "Block 5" located at 10448 Bloomfield Ave, Santa Fe Springs, California 90670 (APNs: 8011-018-900, 8011-018-901, 8011-018-902, 8011-018-903, 8011-018-904, 8011-018-905, 8011-018-906 and 8011-019-911) ("MC&C III"), as more particularly described in the Legal Description attached to this Lease as **Exhibit "A"** (hereinafter, the "Property"); and

WHEREAS, the Property consists of approximately 10 acres of land partially occupied by oil wells operated by Bridgeland Resources, LLC, BR SFS, LLC, and their affiliates (collectively, "BRIDGELAND"); and

WHEREAS, BRIDGELAND operates the wells either through oil and gas leases or through the ownership of the mineral rights of the Property, in which BRIDGELAND is the lessee or mineral owner; and

WHEREAS, through such oil and gas lease or mineral ownership, BRIDGELAND has blanket surface access rights over the Property to operate the wells; and

WHEREAS, BRIDGELAND and SUCCESSOR AGENCY are in the process of abandoning the oil wells to prepare the Property for redevelopment; and

WHEREAS, TENANT desires to utilize the usable portions of land surrounding the existing oil field on the Property to operate its business providing temporary parking and storage of commercial vehicles and wheeled equipment to subtenants for daily, weekly, and monthly fees, subject to the terms and conditions set forth in this Lease (the "Permitted Use"); and

WHEREAS, California's Surplus Lands Act (Gov. Code § 54221 et seq.) ("Surplus Lands Act") provides under Gov. Code § 54221(d)(2)(A) that the entering of a lease for a term of fifteen (15) years or less, inclusive of any extension or renewal options, is not considered a disposition for purposes of the Surplus Lands Act and is therefore not subject to its requirements; and

WHEREAS, this Lease is not subject to the requirements of the Surplus Lands Act pursuant to Gov. Code § 54221(d)(2)(A) because the Parties agree the term of this Lease will not exceed five (5) years from the Effective Date; and

WHEREAS, at its Regular Meeting of July 1, 2025 the SUCCESSOR AGENCY adopted Resolution No. 9967 approving the execution of this Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, SUCCESSOR AGENCY and TENANT agree as follows:

I.
INCORPORATION OF RECITALS

1.1. Recitals. The Recitals above, and the terms defined therein, are true and correct and incorporated into the body of this Lease by this reference.

II.
DEFINITIONS

2.1. Defined Terms. As used herein, the following terms and phrases shall have the meanings indicated:

- (a) "BRIDGELAND" means Bridgeland Resources, LLC, BR SFS, LLC, and their affiliates.
- (b) "Complaining Party" has the meaning set forth in Section 13.1 of this Lease.
- (c) "Defaulting Party" has the meaning set forth in Section 13.1 of this Lease.
- (d) "Effective Date" has the meaning set forth in the Preamble, above.
- (e) "Leased Premises" has the meaning set forth in Section 3.1 of this Lease.
- (f) "Monthly Gross Receipts Report" has the meaning set forth in Section 5.2 of this Lease.
- (g) "Notice of Default" has the meaning set forth in Section 13.1 of this Lease.
- (h) "Permitted Use" has the meaning set forth in the Recitals, above.
- (i) "Property" has the meaning set forth in the Recitals, above.

- (j) "Rent" has the meaning set forth in Section 5.1 of this Lease.
- (k) "Security Deposit" has the meaning set forth in Section 5.3 of this Lease.
- (l) "Subtenant" has the meaning set forth in Section 12.1 of this Lease.
- (m) "SUCCESSOR AGENCY" means the Successor Agency To The Community Development Commission/Redevelopment Agency Of The City Of Santa Fe Springs.
- (n) "TENANT" means Vehicle Parking Unlimited, LLC.
- (o) "Term" has the meaning set forth in Section 4.1 of this Lease.
- (p) "Term Expiration Date" has the meaning set forth in Section 4.2 of this Lease.

III. GRANT OF LEASE

3.1. Lease of Leased Premises. SUCCESSOR AGENCY, in consideration of the Rent to be paid and the covenants and agreements to be performed and observed by TENANT under this Lease, does hereby lease the Property to TENANT and TENANT does hereby lease and take the Property from SUCCESSOR AGENCY (the "Leased Premises").

IV. TERM

4.1. Lease Term. The Lease shall have a periodic tenancy commencing as of the Effective Date and continuing on a month-to-month basis until SUCCESSOR AGENCY or TENANT terminates the tenancy by providing the other Party with a written 60-day notice of termination (the "Term").

4.2. Expiration of Lease Term. In no event shall the Term of this Lease extend beyond five (5) years from the Effective Date (the "Term Expiration Date").

V. RENT

5.1. Payment of Monthly Rent. On or before the first calendar day of each month of the Term of this Lease, TENANT shall pay rent to SUCCESSOR AGENCY in the amount of twenty-five percent (25%) of the gross receipts TENANT received the previous month from the Permitted Use (hereinafter, the "Rent"). In no event shall TENANT sublease any portion of the Leased Premises pursuant to Article XII of this Lease for an amount equivalent to less than Two-Hundred and Fifty Dollars (\$250.00) per month, per vehicle for a twenty to twenty-five foot (20'-25') parking stall, or Three-Hundred and Fifty Dollars (\$350.00) per month, per vehicle for a thirty-five to forty foot (35'-40') parking stall.

5.2. Monthly Gross Receipts Report. In addition to payment of Rent, on the before the first calendar day of each month of the Term of this Lease, TENANT shall submit to the SUCCESSOR AGENCY a report detailing TENANT's gross receipts from the previous month (the "Monthly Gross Receipts Report"), including all payments TENANT received per parking stall, such that SUCCESSOR AGENCY may confirm the accuracy of rent received from TENANT each month of the Term.

5.3. Security Deposit. On or before the Effective Date of this Lease, TENANT shall deposit with the SUCCESSOR AGENCY the sum of Twenty-Five Thousand Dollars (\$25,000) as security for TENANT's full and faithful performance of all terms of this Lease ("Security Deposit"). Upon any breach of TENANT's obligations under this Lease, SUCCESSOR AGENCY may apply all or part of the Security Deposit as compensation for such breach, including but not limited to reimbursement for the cost of any repairs SUCCESSOR AGENCY makes on TENANT's behalf pursuant to the terms of this Lease. SUCCESSOR AGENCY shall return any unapplied balance of the Security Deposit to TENANT on or before thirty (30) days after the termination or expiration of this Lease, provided that TENANT has fully and faithfully carried out all terms of this Lease.

5.4. Payment of Taxes and Fees. In addition to payment of Rent and the Security Deposit to SUCCESSOR AGENCY, TENANT will be responsible to pay all taxes and fees arising out of the Permitted Use of the Property.

5.5. Waiver. SUCCESSOR AGENCY's acceptance of Rent from TENANT in an amount less than the full amount owed pursuant to a true and correct Monthly Gross Receipts Report shall not be deemed a waiver by SUCCESSOR AGENCY for the full amount or in any way defeat or affect the rights and remedies of SUCCESSOR AGENCY to pursue the full amount under this Lease.

VI. AUTHORIZED USE

6.1. Uses. The Leased Premises shall be used and occupied by TENANT solely and exclusively for the Permitted Use subject to obtaining all entitlement, permits and other approvals required for the Permitted Use contemplated under this Agreement.

6.2. Suitability. TENANT acknowledges that neither SUCCESSOR AGENCY nor any agent of SUCCESSOR AGENCY has made any representation or warranty with respect to the Leased Premises concerning its suitability for the conduct of TENANT's contemplated activities or operations, nor has SUCCESSOR AGENCY agreed to undertake any modification, alteration or improvement to the Leased Premises except as SUCCESSOR AGENCY in its sole discretion may wish to undertake prior to granting TENANT possession of the Leased Premises. The taking of possession of the Leased Premises by TENANT shall conclusively establish that the Leased Premises and the Property were both at such time in satisfactory condition. TENANT acknowledges and agrees that it shall take possession of the Leased Premises "as is."

6.3. Uses Prohibited.

- (a) TENANT shall not do or permit anything to be done in or about the Leased Premises nor bring or keep anything therein which will increase or otherwise affect the rate of any insurance (including but not limited to fire insurance) upon the Leased Premises or upon any of its contents (unless TENANT shall pay any such increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said Leased Premises or any part thereof or any of its contents, nor shall TENANT sell or permit to be kept, used or sold in or about said Leased Premises any articles which may be prohibited by a standard form policy of fire insurance.
- (b) TENANT shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Leased Premises, including but not limited to BRIDGELAND, or injure or annoy them or use or allow the Leased Premises to be used for any unlawful purpose, any purpose which unduly interferes with the use and enjoyment of the Property by other tenants, or any purpose which exceeds the scope of use set forth in Section 6.1. TENANT shall not commit or suffer to be committed any waste in or upon the Leased Premises.
- (c) TENANT shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of any duly constituted public authorities now in force or which may thereafter be enacted or promulgated. TENANT shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Leased Premises, excluding structural changes not relating to or affecting the condition, use or occupancy of the Leased Premises, or not related or afforded by TENANT's improvements or acts. The judgment of any court of competent jurisdiction or the admission of TENANT in any action against TENANT, whether SUCCESSOR AGENCY be a party thereto or not, that TENANT has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between SUCCESSOR AGENCY and TENANT.
- (d) Notwithstanding Section 6.4(a) of this Lease below, SUCCESSOR AGENCY reserves the right to approve or deny in its sole and absolute discretion the installation of any and all trade fixtures upon the Leased Premises by or on behalf of TENANT, including but not limited to trade fixtures which may necessitate the alteration or modification of the Leased Premises or which may cause damage to the Leased Premises upon installation or upon removal.

6.4. Improvements.

- (a) Permitted Tenant Improvements. SUCCESSOR AGENCY shall allow TENANT to make the following improvements to the Leased Premises, at the sole cost and expense of TENANT:
- i. Secure the perimeter of the Leased Premises with new or repaired six foot (6') fencing along Telegraph Road and Bloomfield Avenue that is ninety-five percent (95%) obscured to screen trucks and equipment from public view, new eight foot (8') fencing along the eastern property line adjacent to the railroad right of way, and new or repaired fencing along the southern property line as necessary;
 - ii. Install eight by thirty-foot (8' x 30') access-controlled security gates with twenty-four (24) hour video monitoring;
 - iii. Install and maintain wireless internet services for remote access to security cameras and access control systems;
 - iv. Remove all vegetation overgrowth within the yard areas and on the street frontages with continued maintenance during the term of this Lease;
 - v. Prepare all yard surfaces as required for the driving, parking, and storage of commercial trucks and other wheeled equipment;
 - vi. Install protection bollards and/or railings around existing oil field equipment and infrastructure as necessary;
 - vii. Construct parking stall markings and signage as needed; and
 - viii. Install solar power and storage systems to power operations.
- (b) Additional Tenant Improvements. Notwithstanding the improvements expressly permitted in the foregoing Section 6.4(a), TENANT shall not and may not undertake any improvements to the Leased Premises without the express written consent of SUCCESSOR AGENCY which consent may be granted, denied or conditionally granted in SUCCESSOR AGENCY's sole and absolute discretion. All persons or entities making improvements to the Leased Premises on TENANT's behalf must first be approved by SUCCESSOR AGENCY in its sole and absolute discretion and must provide SUCCESSOR AGENCY with such documentation as SUCCESSOR AGENCY, in its sole and absolute discretion, may request, establishing that the person or entity is duly licensed and qualified to perform such improvements.

VII.

MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS

7.1. Maintenance and Repairs.

(a) SUCCESSOR AGENCY Obligations.

- i. SUCCESSOR AGENCY shall be under no obligation to undertake such repairs or construct such improvements to the Leased Premises as SUCCESSOR AGENCY deems unreasonable, unnecessary, or economically infeasible in SUCCESSOR AGENCY's sole and absolute discretion.

(b) TENANT Obligations.

- i. TENANT, at TENANT's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by TENANT in a clean, operable, and good condition and repair, including but not limited to vegetation control and trash removal. TENANT expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford TENANT the right to make repairs at SUCCESSOR AGENCY's expense.
- ii. Notwithstanding any other provisions of this Lease to the contrary, TENANT shall obtain prior written approval from SUCCESSOR AGENCY for all tenant improvements including but not limited to painting, installation of flooring, ceilings, partition walls, doors including hardware, and installation or replacement of plumbing, mechanical, or electrical fixtures. Approval of said items shall not be unreasonably withheld by the SUCCESSOR AGENCY. Such written approval shall be issued by the Executive Director or his designee.
- iii. TENANT agrees to repair, at its own expense, any damage to the Leased Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, moveable partitions or permanent improvements or additions to SUCCESSOR AGENCY's reasonable satisfaction, all at TENANT's sole cost and expense. TENANT shall indemnify the SUCCESSOR AGENCY against any loss or liability resulting from delay by TENANT in so surrendering the Leased Premises, including without limitation any claims made by any succeeding TENANT founded on such delay.
- iv. TENANT shall be solely and exclusively responsible for the payment of all electrical, water, gas, telephone, internet and cable television services and any other utilities provided to the Leased Premises.
- v. TENANT shall contract with third parties for security, sanitation, and trash collection services, at TENANT's sole cost and expense.
- vi. TENANT shall comply with standards of health, sanitation, fire, housing and safety as required by law.

VIII.
ENTRY UPON LEASED PREMISES BY SUCCESSOR AGENCY

8.1. Oil and Gas Well Abandonment. TENANT acknowledges that its use of the entire Leased Premises may be limited by BRIDGELAND and SUCCESSOR AGENCY's ongoing work to operate and/or abandon oil and gas wells located on the Leased Premises. BRIDGELAND, SUCCESSOR AGENCY and their duly authorized officers, agents, employees, consultants and contractors reserve the right to enter and occupy portions of the Leased Premises during the Term as necessary to complete such operations and abandonment of oil and gas wells located the Leased Premises. In the event BRIDGELAND requires use of a rig, SUCCESSOR AGENCY, BRIDGELAND, or both shall give TENANT at least 10 days' notice of its intent to enter and occupy portions of the Leased Premises for the purpose of such rig work. Such notice shall indicate the occupied portions of the Leased Premises, restricted areas of access (including any buffer zones), and contemplated period of restricted access to complete such oil and gas operations and abandonment work. TENANT expressly acknowledges and hereby waives any claim to quiet enjoyment of the Leased Premises or Rent abatement for activities carried out for this purpose.

8.2. Inspection, Improvements, and Repairs. SUCCESSOR AGENCY and its duly authorized officers, agents, employees, consultants and contractors reserve the right to enter the Leased Premises during the Term to inspect the same or to alter, improve or repair the Leased Premises. To the extent possible, SUCCESSOR AGENCY shall give TENANT reasonable notice of its intent to enter the Leased Premises, and the purpose for such intended visit.

8.3. Access to Leased Premises. For each of the aforesaid purposes, including BRIDGELAND oil and gas operations, SUCCESSOR AGENCY, BRIDGELAND, or both shall at all times have and retain the ability to unlock all security gates or doors in, upon and about the Leased Premises, and SUCCESSOR AGENCY, BRIDGELAND, or both shall have the right to use any and all means which SUCCESSOR AGENCY, BRIDGELAND, or both may deem proper to open said security gates or doors in an emergency, in order to obtain entry to the Leased Premises, and any entry to the Leased Premises obtained by SUCCESSOR AGENCY, BRIDGELAND, or both by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of TENANT from the Leased Premises or any portion thereof.

IX.
INDEMNIFICATION

9.1. Indemnity. TENANT shall indemnify, defend and hold SUCCESSOR AGENCY and BRIDGELAND harmless from and against any and all claims arising from TENANT's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by TENANT in or about the Leased Premises and shall further indemnify, defend and hold SUCCESSOR AGENCY and BRIDGELAND harmless from and against any and all claims arising from any breach or default in the performance of any obligation on TENANT's part to be performed under the terms of this

Lease, or arising from any act or negligence of TENANT, or any of its agents, contractors or employees, and from and against any and all costs, attorneys' fees, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against SUCCESSOR AGENCY, BRIDGELAND, or both by reason of any such claim. TENANT upon notice from SUCCESSOR AGENCY, BRIDGELAND, or both shall defend the same at TENANT's expense by counsel reasonably satisfactory to SUCCESSOR AGENCY, BRIDGELAND, or both; provided, however, that TENANT shall not be liable for damage or injury occasioned by the sole negligence or intentional acts of SUCCESSOR AGENCY or BRIDGELAND and their designated agents or employees unless covered by insurance TENANT is required to provide.

9.2. Exemption of SUCCESSOR AGENCY and BRIDGELAND from Liability. SUCCESSOR AGENCY and BRIDGELAND shall not be liable for injury or damage which may be sustained by the person, goods, wares merchandise or property of TENANT, its employees, invites or customers or any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Leased Premises, or from breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires appliances, plumbing, or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Property of which the Leased Premises is a part, or from other sources. SUCCESSOR AGENCY and BRIDGELAND shall not be liable for any damages arising from any act or neglect of any other TENANT (if any).

X. INSURANCE

10.1. TENANT Commercial General Liability Insurance. TENANT shall at TENANT's sole cost and expense, but for the mutual benefit of SUCCESSOR AGENCY, BRIDGELAND, and TENANT, maintain throughout the Term of this Lease commercial general liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises and in, on, or about the sidewalks directly adjacent to the Leased Premises and such other areas as TENANT, its officers, agents, employees, contractors, licensees and/or invitees shall have the right to use pursuant to this Lease. Such general liability insurance maintained by TENANT shall have a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence with an annual aggregate of not less than Four Million Dollars (\$4,000,000.00) and shall list SUCCESSOR AGENCY and BRIDGELAND as additional insureds.

10.2. Subtenant Commercial Liability Insurance. TENANT shall require any Subtenant of the Leased Premises, pursuant to Article XII of this Lease below, to maintain throughout the duration of its sublease, commercial general liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises and in, on, or about the sidewalks directly adjacent to the Leased Premises and such other areas as TENANT and any Subtenant, and their respective officers, agents, employees, contractors, licensees and/or invitees, shall have the right to use pursuant to this Lease and any sublease. Such general liability insurance maintained by any Subtenant shall have a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence with an annual aggregate of not less than Two Million

Dollars (\$2,000,000.00) and shall list SUCCESSOR AGENCY and BRIDGELAND as additionally insured.

10.3. Form of the Policies. The policies required by SUCCESSOR AGENCY shall be in a form reasonably satisfactory to SUCCESSOR AGENCY and shall include actual endorsements (CG 20 10 and CG 20 37 or equivalent) listing the SUCCESSOR AGENCY and BRIDGELAND as additional insureds.

10.4. Waiver of Subrogation. SUCCESSOR AGENCY and TENANT each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving Party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage.

10.5. Fire Insurance. TENANT shall procure and maintain a policy of insurance for damage and/or destruction to fixtures, equipment and other personal property which it places, stores or otherwise maintains in or on the Leased Premises where such damage and/or destruction is caused by fire.

XI.

DAMAGE TO LEASED PREMISES

11.1. Partial Damage – Insurance Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there is made available to SUCCESSOR AGENCY and BRIDGELAND pursuant to Article X of this Lease above, insurance proceeds for such damage paying eighty percent (80%) or more of the cost of repairing such damage, SUCCESSOR AGENCY, BRIDGELAND, and TENANT shall utilize all such insurance proceeds to pay any additional cost and cause the Leased Premises to be repaired promptly to a condition existing immediately prior to such damage, with this Lease to continue in full force and effect.

11.2. Partial Damage – Insurance Not Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there are no insurance proceeds available, or the insurance proceeds available are less than eighty percent (80%) or more of the cost of repairing such damage, then SUCCESSOR AGENCY shall have the option (a) to elect to terminate this Lease with sixty (60) days' advance written notice and retain all insurance proceeds; or (b) to repair the damage at SUCCESSOR AGENCY's expense. The failure of SUCCESSOR AGENCY to take any actions within a sixty (60) day period after the unavailability or amount of insurance proceeds is determined shall be deemed to be an election to terminate the Lease and retain all insurance proceeds. In the event SUCCESSOR AGENCY elects to repair such damage, such work shall be completed promptly to restore the Leased Premises to the condition existing immediately prior to such damage and this Lease shall continue in full force and effect. In the event SUCCESSOR AGENCY elects to terminate the Lease, TENANT shall have thirty (30) days thereafter to elect to pay for the cost of such repairs to the extent insurance proceeds are not available. In the event TENANT elects to do so, coincidentally therewith TENANT shall deposit with SUCCESSOR AGENCY or make available to SUCCESSOR AGENCY on terms

acceptable to SUCCESSOR AGENCY, the amount required in addition to any available insurance proceeds to complete the repairs. SUCCESSOR AGENCY shall cause such repair work to be completed promptly thereafter restoring the Leased Premises to the condition existing immediately prior to such damage, and this Lease shall continue to full force and effect.

11.3. Destruction. In the event the Leased Premises are totally destroyed, or the Leased Premises cannot be repaired as required herein under applicable laws and regulations, notwithstanding, the availability of insurance proceeds or contributions from TENANT, this lease shall be terminated effective from the date of the damage.

XII. ASSIGNMENT AND SUBLETTING

12.1. Permitted Subletting. SUCCESSOR AGENCY acknowledges and agrees that in accordance with TENANT's Permitted Use of the Leased Premises, TENANT shall be permitted to sublet portions on the Leased Premises to its customers ("Subtenants") for the temporary parking and storage of Subtenants' commercial vehicles and wheeled equipment. TENANT shall require all Subtenants of the Leased Premises to execute the Tenant Application and Agreement attached to the Lease as **Exhibit "B."**

12.2. Additional Assignment and Subletting. With the exception of the permitted Subtenants described in Section 12.1 above, TENANT shall not assign, sublet, transfer, mortgage, pledge, hypothecate or encumber all or any portion of the Leased Premises, or this Lease, without the prior written consent of SUCCESSOR AGENCY and any attempt to do so without such consent being first obtained shall be wholly void and shall constitute a breach of this Lease.

12.3. No Release of TENANT. No consent by SUCCESSOR AGENCY to any assignment or subletting by TENANT shall relieve TENANT of any obligation to be performed by TENANT under this Lease whether occurring before or after such consent, assignment or subletting. Notwithstanding Section 12.1 above, the consent by SUCCESSOR AGENCY to any assignment or subletting shall not relieve TENANT from the obligation to obtain SUCCESSOR AGENCY's express written consent to any other assignment or subletting. The acceptance of rent by SUCCESSOR AGENCY from any other person shall not be deemed to be a waiver by SUCCESSOR AGENCY of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

XIII. DEFAULT, REMEDIES AND TERMINATION

13.1. Notice of Default and Opportunity to Cure. The failure of either Party to perform any obligation or duty under this Lease within the time required by this Lease shall constitute a default. The Party not in default ("Complaining Party") shall provide written notice to the Party in default ("Defaulting Party"), specifying the nature of the default and the manner in which the default may be cured ("Notice of Default"). The Defaulting Party shall have twenty (20) days from its receipt of a Notice of Default to cure

such default. If the default cannot reasonably be cured within said twenty (20) day period, the Defaulting Party must provide written notice to the Complaining Party of its inability to cure the default within such time no later than ten (10) days after its receipt of the Notice of Default and diligently prosecute the cure to completion at the earliest practical date, but in no event later than sixty (60) days after receipt of the first Notice of Default.

13.2. Default by TENANT. The following is a non-exhaustive list of occurrences which shall constitute a default on the part of TENANT:

- (a) The abandonment or vacation of the Leased Premises by TENANT prior to the expiration of the Term;
- (b) The making by TENANT of any general assignment or general arrangement for the benefit of creditors; the filing by or against TENANT of a petition to have TENANT adjudged a bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, the case of a petition filed against TENANT the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of TENANT's assets located at the Leased Premises or of TENANT's interest in this Lease, where possession is not restored to TENANT within thirty (30) days or the attachment, execution or other judicial seizure of substantially all of TENANT's assets located at the Leased Premises or of TENANT's interest in this Lease where such seizure is not discharged within thirty (30) days;
- (c) TENANT makes a material misrepresentation in the performance of this Lease or in the conduct of any audit of TENANT authorized under this Lease.

13.3. SUCCESSOR AGENCY Remedies. In the event of any default or breach by TENANT that is not cured within the time limits specified in Section 13.1 above, SUCCESSOR AGENCY may undertake any of the following courses of action at any time thereafter and without limiting its right to exercise any other right or remedy at law or in equity:

- (a) Maintain this Lease in full force and effect and recover the Rent and other monetary charges and payments as they become due, without terminating TENANT's rights to possession irrespective of whether TENANT has abandoned the Leased Premises. In the event SUCCESSOR AGENCY elects not to terminate the Lease, SUCCESSOR AGENCY shall have the right to attempt to re-let the Leased Premises at such rent and upon such conditions and for such a term and to do all acts necessary to maintain or preserve the Leased Premises as SUCCESSOR AGENCY deems reasonably and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Leased Premises, such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of TENANT. In the event any such re-letting occurs this Lease shall terminate automatically upon the new TENANT taking possession of the Leased Premises.

Notwithstanding that SUCCESSOR AGENCY fails to elect to terminate the Lease initially, SUCCESSOR AGENCY at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of TENANT.

- (b) Immediately terminate TENANT's right to possession by any lawful means, in which case this Lease shall terminate, and TENANT shall immediately surrender possession of the Leased Premises to SUCCESSOR AGENCY. In such event SUCCESSOR AGENCY shall be entitled to recover from TENANT all damages incurred by SUCCESSOR AGENCY by reason of TENANT's default, including without limitation thereto the following: (i) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination, plus (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) 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 such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate SUCCESSOR AGENCY for all the detriment proximately caused by TENANT's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, plus (v) at SUCCESSOR AGENCY's election such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry SUCCESSOR AGENCY shall have the right to make any reasonable repairs, alterations or modifications to the Leased Premises, which SUCCESSOR AGENCY in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum from the date of default. As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount date of the U.S. Federal Reserve Bank at the time of award plus one percent (1%).

13.4. Default by SUCCESSOR AGENCY and TENANT Remedies. In the event of any default or breach by SUCCESSOR AGENCY that is not cured within the time limits specified in Section 13.1 above, TENANT may immediately terminate this Lease in its sole and absolute discretion by delivering written notice of termination to SUCCESSOR AGENCY. SUCCESSOR AGENCY and TENANT each acknowledge and agree that SUCCESSOR AGENCY would not have entered into this Lease, if it were to be liable to the TENANT for any additional monetary damages, monetary recovery, or any remedy other than immediate termination of this Lease. Accordingly, SUCCESSOR AGENCY and TENANT agree that TENANT's sole and exclusive rights and remedies upon the breach of this Lease by SUCCESSOR AGENCY is immediate termination of this Lease.

XIV. MISCELLANEOUS

14.1. Entire Agreement. This instrument along with any exhibits and attachments

hereto constitutes the entire agreement between SUCCESSOR AGENCY and TENANT relative to the Leased Premises and this Lease and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both SUCCESSOR AGENCY and TENANT. SUCCESSOR AGENCY and TENANT agree hereby that all prior or contemporaneous oral agreement between or among themselves and their agents or representatives relative to the leasing of the Leased Premises are merged in or revoked by this Lease.

14.2. Amendments. Any amendment to this Lease shall be in writing and executed by authorized representatives of both Parties.

14.3. Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

14.4. Costs of Suit.

- (a) If TENANT or SUCCESSOR AGENCY shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease including any suit by SUCCESSOR AGENCY for the recovery of rent or possession of the Leased Premises, then the prevailing Party shall be entitled to recover as an element of its costs of suit, and not as damages, its reasonable attorneys' fees as fixed by the court, in such action or proceeding or in a separate action or proceeding brought to recover such attorneys' fees. For the purposes hereof the words "reasonable attorneys' fees" mean and include, in the case of either Party, expenses incurred by lawyers working for or employed by such Party (allocated on an hourly basis, calculated in one-tenth of an hour increments) to the extent they provide legal services to such Party in connection with the representation of that Party in any such matter.
- (b) Should SUCCESSOR AGENCY without fault on SUCCESSOR AGENCY's part, be made a party to any litigation instituted by TENANT or by any third party against TENANT or by or against any person holding under or using the Leased Premises by licensee of TENANT, or for the foreclosure of any lien for labor or material furnished to or for TENANT or any such other person or otherwise arising out of or resulting from any act or transaction of TENANT or of any such person. TENANT covenants to defend, indemnify, and hold the SUCCESSOR AGENCY harmless from any judgment rendered against SUCCESSOR AGENCY or the Leased Premises or any part thereof and all costs and expenses, including reasonable attorneys' fees incurred by SUCCESSOR AGENCY in or in connection with such litigation.

14.5. Time. Time is of the essence of this Lease and each and every provision hereof.

14.6. Binding Effect. The Parties hereto agree that all provisions hereof are to be

construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by TENANT, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

14.7. Governing Law and Venue. SUCCESSOR AGENCY and TENANT agree that this Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, with venue in the County of Los Angeles, California.

14.8. Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by SUCCESSOR AGENCY of any performance by TENANT after the time the same shall have become due shall not constitute a waiver by SUCCESSOR AGENCY of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by SUCCESSOR AGENCY in writing.

14.9. Non-Liability of SUCCESSOR AGENCY Officials. No member, official, officer, employee, agent, representative, volunteer, consultant, or contractor of SUCCESSOR AGENCY shall be personally liable to TENANT, or any successor in interest of TENANT, in the event of any default or breach by SUCCESSOR AGENCY or for any amount which may become due to TENANT or to its successor, or on any obligations under the terms of this Lease.

14.10. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other similar relationship between the Parties hereto or cause the SUCCESSOR AGENCY to be responsible in any way for the debts or obligations of TENANT or any other third-party.

14.11. Survival of Indemnity Obligations. All general and specific indemnity and defense obligation of the Parties set forth in this Lease shall survive the expiration or termination of this Agreement.

14.12. Counterpart Originals. This Lease may be executed by SUCCESSOR AGENCY and TENANT in multiple counterpart originals, all of which together shall constitute a single agreement

14.13. Third-Party Beneficiaries. Nothing in this Lease shall be deemed to confer any rights upon, nor obligate either of the Parties to this Lease to any person or entity that is not a party to this Lease, and the Parties explicitly disclaim any intent to create a third party beneficiary relationship with any person or entity as a result of this Lease. Notwithstanding the foregoing, the Parties agree that BRIDGELAND is express third-party beneficiary to the Lease as to the sections of the Lease that confer benefits to BRIDGELAND.

14.14. Further Assurances. The Parties agree to reasonably consider such

additional actions or the execution of such other documents as may be reasonably necessary or convenient to the financing, development, and performance under this Lease, although nothing in this Section 14.14 shall be deemed a representation, guaranty or commitment by any Party to take any action or execute any document.

14.15. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of SUCCESSOR AGENCY and TENANT each represent and warrant that they have the legal power, right and actual authority to bind SUCCESSOR AGENCY and TENANT to the terms and conditions hereof and thereof.

14.16. Surrender of Leased Premises. Upon the termination of this Lease, and in no event later than the Term Expiration Date, Tenant will remove all improvements and trade fixtures, and otherwise surrender the Leased Premises in as good a state and condition as it was at the commencement of this Lease, reasonable use and wear damages excepted. If TENANT fails to surrender the Leased Premises as provided under this paragraph, SUCCESSOR AGENCY may cause any such removal and repair on TENANT's behalf at TENANT's expense.

14.17. Holding Over. If TENANT remains in possession of all or any part of the Leased Premises after the termination of the Lease or Term Expiration Date, except in the case of an immediate termination of this Lease in which event TENANT shall be provided forty-five (45) days from the date of termination to vacate and surrender the Leased Premises, TENANT shall pay to SUCCESSOR AGENCY an amount equal to twice the Rent pursuant to Section 5.1 of this Lease on or before the first of day of each month during the period of such occupancy, subject to every other term, covenant and agreement contained herein.

14.18. Signs.

- (a) TENANT shall not inscribe, paint, affix, place or permit to be placed any projecting sign, awning, advertisement, sign, notice or placard on the Leased Premises or upon or about the entrance doors, windows, sidewalks or areas adjacent to the Leased Premises without SUCCESSOR AGENCY's prior written consent. SUCCESSOR AGENCY reserves the right in SUCCESSOR AGENCY's sole discretion to place on the Leased Premises any notices, signs, marquees and advertisements as SUCCESSOR AGENCY may deem appropriate in the operation of SUCCESSOR AGENCY's affairs.
- (b) Any such signs or other items described above installed by TENANT with SUCCESSOR AGENCY's consent shall be removed by the Term Expiration Date or earlier termination of the Lease at TENANT's expense and TENANT shall repair any damage caused to the Leased Premises resulting from such removal. If TENANT fails to do so SUCCESSOR AGENCY may cause such removal and repair on TENANT's behalf at TENANT's expense. If TENANT installs such items without SUCCESSOR AGENCY's consent, TENANT shall remove the same promptly, upon receipt of a request by SUCCESSOR AGENCY to do so and shall repair the Leased Premises accordingly. If TENANT fails to do so SUCCESSOR AGENCY may cause such removal

and repair to be performed on TENANT's behalf at TENANT's expense. TENANT shall not use the SUCCESSOR AGENCY or City of Santa Fe Springs name in connection with any business carried on in said Leased Premises without the prior written consent of SUCCESSOR AGENCY.

14.19. Notices. All notices or demands of any kind required or desired to be given by SUCCESSOR AGENCY or TENANT hereunder shall be in writing and shall be deemed delivered forth-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid addressed to the SUCCESSOR AGENCY or TENANT respectively at the addresses set forth below:

SUCCESSOR AGENCY:

Successor Agency to the
Community Development
Commission of the City of Santa Fe
Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: René Bobadilla, Executive
Director
Phone: (562) 868-0511

TENANT:

Vehicle Parking Unlimited, LLC
1100 E 3rd Street, Unit 102
Long Beach, CA 90802
Attn: Mark Loxsom, Owner
Phone: (949) 705-7540

With Courtesy Copies to:

Olivarez Madruga Law
Organization, LLP
500 S. Grand Ave, Floor 12
Los Angeles, CA 90071
Attn: Paloma Perez-McEvoy,
Successor Agency Counsel
Phone: (213) 744-0099

14.20. Maintenance and Inspection of Records.

- (a) Records. TENANT shall use an accounting system approved by SUCCESSOR AGENCY and shall prepare and maintain all records as may be required by SUCCESSOR AGENCY. TENANT shall provide to SUCCESSOR AGENCY, within twenty (20) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by TENANT and true and correct, and all records required to be kept by TENANT shall be made available to SUCCESSOR AGENCY upon request.
- (b) Audit. TENANT shall submit all required financial records and be subject to an annual audit by a certified public accountant. All records shall be made available to the SUCCESSOR AGENCY no later than 60 days after the end of the fiscal year. The annual audit shall be conducted at TENANT's expense. TENANT shall, however, be responsible for and shall pay for any

additional audit, accounting or legal costs incurred by either party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the TENANT. If any audit required hereunder discloses any material misrepresentation by TENANT, its staff or agents in its reports, requests or negotiations with SUCCESSOR AGENCY, then SUCCESSOR AGENCY may terminate this Lease as provided under Article XIII, above.

- (c) Calendar of Events. On a quarterly basis, TENANT shall provide the SUCCESSOR AGENCY a calendar of events identifying any and all events occurring on the premises for the upcoming quarter. This includes all "rental" events whether on a "special" one time basis or recurring basis. SUCCESSOR AGENCY shall review and approve all events at its sole and absolute discretion.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed on the day and year first appearing above.

SUCCESSOR AGENCY:

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

By: _____
René Bobadilla, Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Paloma Perez-McEvoy, Successor
Agency Counsel

Date: _____

TENANT:

VEHICLE PARKING UNLIMITED, LLC

By: _____
Mark D. Loxsom, Owner

Date: _____

Exhibit "A"
[Legal Description]

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

PARCEL 1:

LOT 1 OF [TRACT NO. 17977](#), IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 549, PAGES 21, 22 AND 23 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF MURRAY AVENUE, VACATED AS PARCEL XII IN EXHIBIT "A" OF THAT CERTAIN RESOLUTION NO. 4243, RECORDED JULY 18, 1979 AS [INSTRUMENT NO. 79-788602 OF OFFICIAL RECORDS](#) OF SAID COUNTY, LYING NORTHERLY OF THE CENTER LINE AND ITS EASTERLY PROLONGATION OF PARK AVENUE, 60.00 FEET WIDE, AS SHOWN ON THE MAP OF SAID [TRACT NO. 17977](#), EXCEPT THAT PORTION OF MURRAY AVENUE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID NORTHEAST CORNER OF LOT 1; THENCE SOUTH 0°20'15" EAST 55.21 FEET ALONG SAID EASTERLY LOT LINE; THENCE SOUTH 88°31'55" EAST 60.03 FEET TO THE EASTERLY LINE OF MURRAY AVENUE; THENCE NORTH 0°20'15" WEST 57.00 FEET TO THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTHERLY LINE OF TELEGRAPH ROAD (80.00 FEET WIDE), AS SHOWN ON SAID [TRACT NO. 17977](#); THENCE SOUTH 89°45'35" WEST 60.00 FEET ALONG SAID EASTERLY PROLONGATION TO THE POINT OF BEGINNING.

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

PARCEL 2:

LOTS 8, 9, 10 AND 11 IN BLOCK 52 OF THE TOWNSITE OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 26, PAGE 37 OF MISCELLANEOUS RECORDS](#) OF SAID COUNTY.

RESERVING THEREFROM ALL RIGHTS TO OIL, GAS, AND HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE THE PROPERTY FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES, MINERALS, OR OTHER EXTRACTABLE SUBSTANCES ("OIL AND GAS PRODUCTION ACTIVITIES") FROM THE PROPERTY IN ACCORDANCE WITH EXISTING OIL AND GAS PRODUCTION ACTIVITIES AGREEMENTS. ANY PAYMENTS, RENTS, ROYALTIES, OR OTHER MONIES PAID UNDER ANY EXISTING BONAFIDE LEGAL LEASE AGREEMENT(S) SHALL BE THE SOLE PROPERTY OF GRANTOR, AS RESERVED IN DEED RECORDED SEPTEMBER 20, 2006 AS [INSTRUMENT NO. 06-2089172 OF OFFICIAL RECORDS](#).

PARCEL 3:

LOTS 12 AND 13 IN BLOCK 52 OF SANTA FE SPRINGS, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 26, PAGE 37 OF MISCELLANEOUS RECORDS](#) OF SAID COUNTY.

EXCEPT THEREFROM ANY MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES ON AND UNDER THE PROPERTY OF MORE THAN 500 FEET BELOW THE SURFACE, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN A DEED RECORDED DECEMBER 30, 2005 AS [INSTRUMENT NO. 05-3231892 OF OFFICIAL RECORDS](#).

PARCEL 4:

LOTS 1 THROUGH 26, INCLUSIVE, IN BLOCK 53 OF TOWNSITE OF SANTA FE SPRINGS, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN [BOOK 26, PAGE 37 ET SEQ. OF MISCELLANEOUS RECORDS](#) OF SAID COUNTY.

APN: [8011-018-900](#); [8011-018-901](#); [8011-018-902](#); [8011-018-903](#); [8011-018-904](#); [8011-018-905](#); [8011-018-906](#); [8011-019-911](#)

Exhibit “B”

[Tenant Application and Agreement on Following Page]

Vehicle Parking Unlimited LLC

Mark Loxsom – Owner

949-705-7540

mdloxsom@gmail.com

TENANT APPLICATION/AGREEMENT

Truck Yard – 12381 Romandel Ave, Santa Fe Springs

1. Tenant

First Name _____ Middle Initial _____ Last Name _____

Company Name _____

Street Address _____

City _____ State _____ Zip _____

Cell Phone _____ - _____ - _____ E-Mail Address _____

2. Lease Information:

Vehicle Length _____ Year _____ License Plate _____ VIN# _____

Vehicle Type/Make/Model: _____

Rental Rate/Month: _____ Lease Execution Date: _____

3. Term: The term of this lease shall be month-to-month and shall automatically renew, unless either party provides notice to the other party 30 days' notice, in writing, of its intent to terminate the lease. In no event shall the term of this lease extend beyond July 1, 2030.

4. Liability Insurance: The Tenant must maintain Commercial General Liability that protects Vehicle Parking Unlimited LLC, 1100 E 3RD St, #102, Long Beach, CA; the Successor Agency To The Community Development Commission/Redevelopment Agency of The City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, CA 90760 and Bridgeland Resources LLC/BR SFS LLC, 12720 Telegraph Road, Santa Fe Springs, CA 90670 as additionally insured by an endorsement against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000.

5. Rental Payments

_____ Automatic Credit Card Charging (Please complete Credit Card Authorization Form) Credit Cards Accepted: American Express, Discover, MasterCard and Visa. Due to increases to what credit card companies and third party processors charge merchants to process credit card charges, there will be a 5% processing fee additional to the parking Fee.

_____ Zelle payments can be made to 949-705-7540 no later than the 1st of each month with a 15% late penalty if not received by the 5th of the month. Note that Zelle has the option to setup recurring monthly payments, which is helpful.

_____ Check, due no later than the 1st of each month with a 15% late penalty if not received by the 5th of the month. Sent to the following mailing address: Vehicle Parking Unlimited LLC, C/O Mark Loxsom, 1100 E 3RD St, #102, Long Beach, CA 90802.

Tenant Signature: _____ Date: _____

Vehicle Parking Unlimited LLC
Mark Loxsom – Owner
949-705-7540
mdloxsom@gmail.com

AGREEMENT TERMS/YARD RULES – 12381 Romandel Ave

1. All leases are month to month and can be ended or modified with 30-day notice by either party in writing by mail, email, or text. There is also no security deposit.
2. This lease is between the Tenant listed on this application and Vehicle Parking Unlimited LLC for a specifically assigned parking stall(s) and cannot be subleased to any other entity.
3. This lease grants you access to the property as a tenant you are allowed on the property for the purpose of parking your vehicle, if you provide access to an employee or anyone else, you are responsible for any and all liability caused by that person or entity and your liability insurance must cover them.
4. Tenant understands and acknowledges that the property contains active and abandoned oil and gas wells and it may be necessary for representatives from Successor Agency To The Community Development Commission/Redevelopment Agency of The City of Santa Fe Springs or Bridgeland Resources LLC/BR SFS LLC to conduct work on the property, including maintenance and well abandonment activities, including rig work. Tenant will receive advance notice if it is necessary for such parties to enter the property and ensure that the Tenant is provided with a space to park its vehicle.
5. The purpose of the security gate is to secure the property, you will be provided with an access code to enter and exit the property, please keep this code safe. If for any reason you feel the code has been compromised, contact us to delete the code and assign a new one.
6. Every tenant gets one gate access code that is tracked for both entering and exiting for security. If the Tenant has multiple drivers and would like separate tracking codes for each driver, please make a request and they will be provided.
7. This yard is for parking only, there will be no storage of materials, personal property, or vehicles, and nothing can be set on the ground. All other activities on the property are strictly prohibited.
8. All vehicles must have current registration tags and in good repair. Any leaked fluids must be contained, cleaned up and removed from the yard immediately.
9. Trash containers have been provided on site, they are to be used for general trash only. The following list of items (however, not limited to) are prohibited: tires, oil or any fluids, empty fluid containers (take them home and recycle), paint, vehicle parts, mattresses or any trash brought in from outside the yard, such as home remodeling debris.
10. Portable restrooms are provided in the yard, leave them as clean as you find them.
11. If you see anything that does not seem right, say something by calling or texting **949-705-7540** at any time. Including pictures with text helps to resolve the problem.

AGREEMENT TERMS/YARD RULES – 12381 Romandel Ave

12. All tenants must keep current the required Liability Insurance policy and have the insurance provider email to mdloxsom@gmail.com Certificates of Insurance (COI) including the following as additionally insured: Vehicle Parking Unlimited LLC, the Successor Agency To The Community Development Commission/Redevelopment Agency of The City of Santa Fe Springs and Bridgeland Resources LLC/BR SFS LLC.
13. Personal vehicles can be parked in the Tenant's assigned stall when Tenant's rig is out. Personal vehicles are not allowed to be parked in any other locations.
14. Park in your assigned stall only and the parked vehicle(s) must be within the limits of the assigned stall.
15. Do not leave vehicles unattended outside of your assigned parking stall.
16. Do not block drive aisles.
17. No overnight sleeping in vehicles.
18. Any increases to monthly rent will be E-mailed and/or texted to the tenant no later than 15 days before a new rate will be in effect.
19. The tenant must notify Vehicle Parking Unlimited LLC in writing (Email or Text) thirty (30) days in advance of your intent to terminate tenancy and to pay any amounts of rent that may become due thereof.

Tenant Signature: _____ Date: _____

EXHIBIT B



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, P.E., City Manager
BY: Fernando N. Muñoz, City Clerk
SUBJECT: MINUTES OF THE JUNE 3 AND 17, 2025 CITY COUNCIL MEETINGS
DATE: July 1, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the minutes as submitted.

FISCAL IMPACT

N/A

BACKGROUND

Staff has prepared minutes for the following meeting:

- Regular Meeting of June 3, 2025
- Regular Meeting of June 17, 2025

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

- A. June 3, 2025 Regular Meeting Minutes
- B. June 17, 2025 Regular Meeting Minutes

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

June 3, 2025

CALL TO ORDER

Mayor Rounds called the meeting to order at 6:06 p.m.

ROLL CALL

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

Members absent: None.

INVOCATION

Cindy Jarvis led the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Martin led the pledge of allegiance.

INTRODUCTIONS

1. Lina Ariza – CBM Real Estate & Home Loans
2. Ross Gile – Digical Web Designs
3. Mark Gutierrez – GILMAR Automotive Group
4. Nico Shubin – Serv-Wel Disposal & Recycling
5. Wendy Meador-Kunert – Tangram Interiors
6. Carlos Gallardo – Farmers & Merchants Bank
7. Kathie Fink – Former SFS Chamber of Commerce CEO

PRESENTATIONS

1. **LAKE CENTER MIDDLE SCHOOL – 8TH GRADE WASHINGTON D.C. FIELDTRIP
RECOGNITION OF SANTA FE SPRINGS WOMEN’S CLUB (CITY MANAGER)**
2. **BUDGET PRESENTATION: CAPITAL IMPROVEMENT PROJECTS AND SPECIAL
FUNDS (FINANCE)**

CHANGES TO AGENDA

None.

PUBLIC COMMENTS

The following persons spoke during public comments: 1) Kathie Fink & Carlos Gallardo, and 2) Lee Squire.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director of Police Services, Arlene Salazar promoted the upcoming low cost vaccination

clinic.

PUBLIC HEARING – NONE

OLD BUSINESS – NONE

REGULAR BUSINESS – NONE

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

HOUSING SUCCESSOR

**3. MINUTES OF THE MAY 6, 2025 HOUSING SUCCESSOR MEETINGS
(CITY CLERK)**

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

**4. MINUTES OF THE MAY 6, 2025 SUCCESSOR AGENCY MEETINGS
(CITY CLERK)**

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

5. MINUTES OF THE MAY 6, 2025 CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

**6. FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT WITH CITY MANAGER
(CITY ATTORNEY)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Fourth Amendment to Employment Agreement Between the City of Santa Fe Springs and René Bobadilla.

**7. JOINT PARTICIPATION AGREEMENT WITH THE CITY OF LA MIRADA FOR SLURRY
SEAL OF VALLEY VIEW AVENUE FROM ROSECRANS AVENUE TO ALONDRA
BOULEVARD AND FROM PARK PLACE TO ARTESIA BOULEVARD**

(PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Joint Participation Agreement between the City of La Mirada and the City of Santa Fe Springs; and
- 2) Authorize the Mayor to execute the Joint Participation Agreement with the City of La Mirada; and
- 3) Approve adding the Valley View Avenue from Rosecrans Avenue to Alondra Boulevard and from Park Place to Artesia Boulevard Street Improvements Project to the Capital Improvement Plan; and
- 4) Appropriate \$175,500 from the Measure SFS Fund to the subject project; and
- 5) Take such additional, related action that may be desirable.

8. AUTHORIZE THE EXECUTION OF AGREEMENT HI-25-011 WITH THE COUNTY OF LOS ANGELES FOR MEASURE A LOCAL SOLUTIONS FUNDING (POLICE SERVICES)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to sign the Local Solutions Fund Agreement HI-25-011 ("Agreement") with the County of Los Angeles to receive \$554,419 for FY 2025/26 and an adjusted amount annually thereafter; and
- 2) Authorize the City Manager to execute any non-substantive amendments to the Agreement with City Attorney approval; and
- 3) Take such additional, related action that may be desirable.

9. TREASURER'S REPORT OF INVESTMENTS FOR THE QUARTER ENDED MARCH 31, 2025 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file the report.

City Attorney, Rick Olivarez provided a brief summary of the details in the fourth amendment to the City Manager Employment contract (Item No. 6).

It was moved by Councilmember Mora, seconded by Mayor Pro Tem Zamora, to approve the consent calendar, by the following vote:

Ayes: Mora, Martin, Rodriguez, Zamora, Rounds
Noes: None
Absent: None
Recuse: None

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

None.

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Mora congratulated the Santa Fe Springs Women's Club on their recognition. He commented on the Memorial Day event and the Children's Day event at the library. Lastly, he spoke on the budget workshops and congratulated Kathie Fink on her retirement.

Councilmember Martin commended staff on the budget workshops and on the great Memorial Day event. She congratulated Kathie Fink on her retirement and asked for prayers for the slain Baldwin Park police officer.

Councilmember Rodriguez commented on the great Memorial Day event and pancake breakfast. She commented on the budget workshops and congratulated the Santa Fe Springs Women's Club on their recent recognition.

Mayor Pro Tem Zamora commented on the senior project boards. He commended the Santa Fe Springs Women's Club and congratulated Kathie Fink on her retirement. He also lamented the loss of life from the Baldwin Park police officer. He highlighted the great work that staff accomplishes in regards to grants.

Mayor Rounds commended staff on their work and spoke about attending the Santa Fe Springs Awards Night. He highlighted the Memorial Day event and the recent budget workshops.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 7:23 p.m. in memory of the deceased Baldwin Park Police Officer, Samuel Riveros.

William K. Rounds
Mayor

ATTEST:

Fernando N. Muñoz
City Clerk

Date



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

June 17, 2025

CALL TO ORDER

Mayor Rounds called the meeting to order at 5:03 p.m.

ROLL CALL

Members present: Councilmembers/Directors: Mora, Martin, Rodriguez (arrived at 5:04 p.m.), Mayor Pro Tem/Vice Chair Zamora, and Mayor/Chair Rounds.

Members absent: None.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None

1. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS: One Matter

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager

Employee organizations: Santa Fe Springs City Employees' Association and Santa Fe Springs Management and Confidential Employees' Association

Mayor Rounds recessed the meeting at 5:05 p.m.

Mayor Rounds reconvened the meeting at 6:03 p.m.

CLOSED SESSION REPORT

City Attorney, Rick Olivarez provided a closed session report: feedback was provided, and no reportable action was taken.

INVOCATION

Cindy Jarvis led the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Mora led the pledge of allegiance.

INTRODUCTIONS

None

PRESENTATIONS

All originally scheduled presentations were tabled to a subsequent meeting.

2. RECOGNITION OF YOUTH SOCCER TEAM FOR WINNING TOURNAMENT

(PARKS & RECREATION)

3. **BEST OF SFS: INSPIRING SERVICES – “THE POWER OF GIVING BACK”
(PARKS & RECREATION)**
4. **PRESENTATION OF APPRECIATION TO ESPN LA AND THE ESPARZA FAMILY
(PARKS & RECREATION)**
5. **EVERY 15 MINUTES (PARKS & RECREATION)**
6. **LOS ANGELES COUNTY VECTOR CONTROL – MOSQUITO SEASON
PRESENTATION (CITY MANAGER)**
7. **NORTH STAR ALLIANCES PRESENTATION (PARKS & RECREATION)**
8. **RECOGNITION OF KATHIE FINK (CITY MANAGER)**

CHANGES TO AGENDA

None.

PUBLIC COMMENTS

The following persons spoke during public comments:

1) Jessica Rodriguez, 2) Jesse Rodriguez, 3) Maria Salazar, 4) Javier Garcia, 5) Sianna Verdugo, 6) Chloe Gonzalez, 7) Samantha Verdugo, 8) Eddie Gonzalez, 9) Madeline Artega, 10) Lee Squire. 11) Jim Bob, 12) Araceli Mead, 13) Alex R., 14) Roseanna Ramos
Janet Valdez submitted a public comment via email.

Mayor Rounds recessed the meetings at 6:37 p.m.

Mayor Rounds reconvened the meetings at 6:53 p.m.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None

PUBLIC HEARING

9. **PUBLIC HEARING AND STATUS UPDATE ON STAFF VACANCIES IN COMPLIANCE
WITH ASSEMBLY BILL 2561 (2024) (HUMAN RESOURCES)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Conduct a public hearing and receive and file the report.

City Manager, René Bobadilla provided a brief presentation on Item No. 9.

Public Hearing opened at: 6:55 p.m.

No. of Speakers: None

Public Hearing closed at: 6:55 p.m.

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

Ayes: Mora, Martin, Rodriguez, Zamora, Rounds
Noes: None
Absent: None
Recuse: None

OLD BUSINESS

10. COMMERCIAL STREET IMPROVEMENTS FOR SPRINGDALE AVENUE, WAKEMAN STREET AND JOHN STREET – AWARD OF CONTRACT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Find and declare that Sequel Contractors, Inc. of Santa Fe Springs, California does not meet the requirements of a Responsible Bidder as defined in California Public Contract Code Section 1103 and reject as non-responsible the apparent low bid received from Sequel in the amount of \$1,494,165; and
- 2) Award a construction contract to the 2nd apparent low bidder Hardy & Harper, Inc. of Lake Forest, California in the amount of \$1,605,000 for the construction of the Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street and authorize the City Manager to execute the agreement; and
- 3) Appropriate \$1,095,000 from the Measure SFS Fund for the Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street Project distributed to Account No. PW220106 (Springdale Avenue) in the amount of \$365,000, Account No. PW220501 (Wakeman Street) in the amount of \$365,000 and to Account No. PW220105 (John Street) in the amount of \$365,000; and
- 4) Take such additional, related action that may be desirable.

City Manager, René Bobadilla introduced Michael Maler to provide public comment on Item Nos. 10 and 11.

City Manager Bobadilla provided additional information on Item No. 10.

It was moved by Mayor Rounds, seconded by Councilmember Martin, to find and declare that Sequel Contractors, Inc. of Santa Fe Springs, California does not meet the requirements of a Responsible Bidder as defined in California Public Contract Code Section 1103 and reject as non-responsible the apparent low bid received from Sequel in the amount of \$1,494,165, award a construction contract to the 2nd apparent low bidder Hardy & Harper, Inc. of Lake Forest, California in the amount of \$1,605,000 for the construction of the Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street and authorize the City Manager to execute the agreement, appropriate \$1,095,000 from the Measure SFS Fund for the

Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street Project distributed to Account No. PW220106 (Springdale Avenue) in the amount of \$365,000, Account No. PW220501 (Wakeman Street) in the amount of \$365,000 and to Account No. PW220105 (John Street) in the amount of \$365,000, and take such additional, related action that may be desirable, by the following vote:

Ayes: Mora, Martin, Rodriguez, Zamora, Rounds
Noes: None
Absent: None
Recuse: None

11. STAGE ROAD AND ISELI ROAD STREET IMPROVEMENTS – AWARD OF CONTRACT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Find and declare that Sequel Contractors, Inc. of Santa Fe Springs, California does not meet the requirements of a Responsible Bidder as defined in California Public Contract Code Section 1103 and reject as non-responsible the apparent low bid received from Sequel in the amount of \$1,136,100; and
- 2) Award a construction contract to the 2nd apparent low bidder Toro Enterprises, Inc. of Oxnard, California in the amount of \$1,219,264.50 for the construction of the Stage Road and Iseli Road Street Improvements and authorize the City Manager to execute the agreement; and
- 3) Deprogram \$1,737,800 of Capital Improvement Fund Reserves, previously appropriated in Account No. PW250102 for the Stage Road and Iseli Road Street Improvements Project; and
- 4) Appropriate \$1,737,800 from the Measure SFS Fund for the Stage Road and Iseli Road Street Improvements Project to Account No. PW250102; and
- 5) Take such additional, related action that may be desirable.

City Manager, René Bobadilla provided a brief presentation on Item No. 11.

It was moved by Councilmember Rodriguez, seconded by Councilmember Martin, to find and declare that Sequel Contractors, Inc. of Santa Fe Springs, California does not meet the requirements of a Responsible Bidder as defined in California Public Contract Code Section 1103 and reject as non-responsible the apparent low bid received from Sequel in the amount of \$1,136,100, award a construction contract to the 2nd apparent low bidder Toro Enterprises, Inc. of Oxnard, California in the amount of \$1,219,264.50 for the construction of the Stage Road and Iseli Road Street Improvements and authorize the City Manager to execute the agreement, deprogram \$1,737,800 of Capital Improvement Fund Reserves, previously appropriated in Account No. PW250102 for the Stage Road and Iseli Road Street Improvements Project, appropriate \$1,737,800 from the Measure SFS Fund for the Stage Road and Iseli Road Street Improvements Project to Account No. PW250102, and take such additional, related action that may be desirable, by the following vote:

Ayes: Mora, Martin, Rodriguez, Zamora, Rounds
Noes: None
Absent: None
Recuse: None

REGULAR BUSINESS

12. RECOMMENDATION FOR NAMING OF THE AQUATIC CENTER TO PAUL T. NAKAMURA REGIONAL AQUATIC CENTER (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the naming of the City's Aquatic Center as the Paul T. Nakamura Regional Aquatic Center, in recognition of Mr. Nakamura's honorable service to the City and ultimate sacrifice while serving his country.
- 2) Take such additional, related action that may be desirable

Director of Parks & Recreation, Gus Hernandez provided a brief presentation on Item No. 12.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Martin, to approve the naming of the City's Aquatic Center as the Paul T. Nakamura Regional Aquatic Center, in recognition of Mr. Nakamura's honorable service to the City and ultimate sacrifice while serving his country, and take such additional, related action that may be desirable, by the following vote:

Ayes: Mora, Martin, Rodriguez, Zamora, Rounds
Noes: None
Absent: None
Recuse: None

13. ADOPT RESOLUTION NO. 9964 APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2025-26 OPERATING BUDGET (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt the FY 2025-26 Proposed Budget for the City, Water Utility Authority, Successor Agency, and Housing Successor Agency, as detailed in the proposed budget document and adjusted as discussed in this report (this includes all the forecasted revenue estimates, expenditure allocations, and related transfers).

Director of Finance, Julio Morales provided a brief presentation on Item No. 13.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Mora, to adopt the FY 2025-26 Proposed Budget for the City, Water Utility Authority, Successor Agency, and Housing Successor Agency, as detailed in the proposed budget document and adjusted as discussed in the report (this includes all the forecasted revenue estimates, expenditure allocations, and related transfers), and to increase the amount contributions towards LACADA by \$5,000, to add \$15,000 for Santa Fe Springs Christian School Computer Lab, and to add an additional \$2,500 to SASSFA, by the following vote:

Ayes: Mora, Martin, Rodriguez, Zamora, Rounds
Noes: None
Absent: None
Recuse: None

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

PUBLIC FINANCING AUTHORITY

14. MINUTES OF THE MAY 20, 2025 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Approve the minutes as submitted.

15. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY (PFA) (FINANCE)

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Receive and file the report.

WATER UTILITY AUTHORITY

16. MINUTES OF THE MAY 20, 2025 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Approve the minutes as submitted.

17. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA) (FINANCE)

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Receive and file the report.

HOUSING SUCCESSOR

18. MINUTES OF THE MAY 20, 2025 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

**19. MINUTES OF THE MAY 20, 2025 SUCCESSOR AGENCY MEETINGS
(CITY CLERK)**

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

**20. MINUTES OF THE MAY 20 AND 22, 2025 REGULAR AND SPECIAL CITY COUNCIL
MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

**21. MEASURE SFS COMMERCIAL STREETS IMPROVEMENT PROGRAM ON-CALL
PROFESSIONAL DESIGN SERVICES – AWARD OF CONTRACT
(PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute a master Professional Services Agreement for on-call engineering design services with the following consultants: 1) Mark Thomas & Company, Inc.; 2) NV5; Inc. and 3) Dewberry Engineers, Inc., each for a maximum aggregate fee not to-exceed \$1.5 million; and
- 2) Take such additional, related, action that may be desirable.

**22. HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01 (HAWKINS STREET
AND PALM DRIVE) – ADOPTION OF RESOLUTION NO. 9959 AND RESOLUTION NO.
9960 (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9959 approving the Engineer's Report (Fiscal Year 2025/26) in conjunction with the annual levy of assessments for the Heritage Springs Assessment District No. 2001-01; and
- 2) Adopt Resolution No. 9960 declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive), and setting the public hearing for the Council meeting of July 1, 2025, at 6:00 p.m.; and

3) Take such additional, related action that may be desirable.

23. SANTA FE SPRINGS LIGHTING DISTRICT NO. 1 – ADOPTION OF RESOLUTION NO. 9961 AND RESOLUTION NO. 9962 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9961, approving the Engineer's Report (Fiscal Year 2025/26) in conjunction with the annual levy of assessments for Street Lighting District No. 1; and

2) Adopt Resolution No. 9962, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Lighting District No. 1, and setting the public hearing for the Council meeting on July 1, 2025, at 6:00 p.m.; and

3) Take such additional, related, action that may be desirable.

24. APPROVAL OF TITLE VI PLAN INCLUDING PUBLIC PARTICIPATION PLAN (PPP), LIMITED ENGLISH PROFICIENCY (LEP) POLICY, AND COMPLAINT PROCEDURES (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt the Title VI Non-Discrimination Program, including the Public Participation Plan, Limited English Proficiency Policy, and Title VI Complaint Procedures; and

2) Authorize the City Manager or designated official to submit the program and sign the required Assurance of Compliance.

3) Take such additional, related action that may be desirable.

25. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH HUGHES MARINO, INC. FOR REAL ESTATE CONSULTANT SERVICES (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Professional Service Agreement (PSA) between the City of Santa Fe Springs and Hughes Marino, Inc.; and

2) Authorize the City Manager to execute the agreement and serve as the City's representative under the agreement; and

3) Determine that the action is categorically exempt under the California Environmental Quality Act (CEQA); and

4) Take such additional, related action that may be desirable.

26. INITIAL QUARTERLY UPDATE – COMPREHENSIVE ZONING CODE UPDATE PROJECT (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file this update on the Comprehensive Zoning Code Update project.

27. KOSMONT COMPANIES, INC & DEODATE CORPORATION – ADDITIONAL APPROPRIATION OF FUNDS (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute Change Order No. 1 to the contract with Kosmont Companies, Inc. to complete the Economic Development Opportunities Plan (EDOP) and conduct additional work related to the implementation of the EDOP in an aggregate amount of \$75,000; and
- 2) Authorize the City Manager to execute Change Order No. 1 to the contract with DEODATE Corporation to complete work related to ongoing real estate services in an aggregate amount of \$100,000; and
- 3) Take such additional, related action that may be desirable.

28. RESOLUTION OF INTENTION TO FORM AN ENHANCED INFRASTRUCTURE DISTRICT (EIFD); ESTABLISH THE SANTA FE SPRINGS EIFD PUBLIC FINANCE AUTHORITY; AND APPOINT THE MAYOR AND MAYOR PRO TEM TO THE EIFD PUBLIC FINANCE AUTHORITY (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9954, declaring its intention to establish the Santa Fe Springs Enhanced Infrastructure Financing District (EIFD) and establishing the Santa Fe Springs EIFD Public Financing Authority (PFA); and
- 2) Appoint the Mayor and Mayor Pro Tem to the Public Financing Authority Board, and appoint one member of the City Council as alternate Board member;
- 3) Take such additional, related action that may be desirable.

29. AUTHORIZATION TO ISSUE BLANKET PURCHASE ORDERS/AUTHORIZATIONS FOR FISCAL YEAR 2025 - 26 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize issuing Blanket Purchase Orders/Authorization amounts to various vendors for purchases occurring during Fiscal Year 2025-26; and

- 2) Authorize the City Manager to approve up to an additional ten (10) percent for each purchase order, if necessary, during the same fiscal year; and
- 3) Take such additional, related action that may be desirable.

It was moved by Councilmember Martin, seconded by Councilmember Rodriguez, to approve the consent calendar, by the following vote:

Ayes: Mora, Martin, Rodriguez, Zamora, Rounds
Noes: None
Absent: None
Recuse: None

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

None.

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Mayor Rounds thanked the Nakamura Family for their attendance an all persons who provided public comments.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 7:20 p.m.

William K. Rounds
Mayor

ATTEST:

Fernando N. Muñoz
City Clerk

Date



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

**SUBJECT: AQUATIC CENTER IMPROVEMENT PROJECT (PHASE 1B) –
APPROVAL OF PREQUALIFIED BIDDERS LIST AND
AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS**

DATE: July 1, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve the Prequalified Bidders List for Phase 1B; and
- 2) Approve the Plans and Specifications for Phase 1B; and
- 3) Authorize the City Engineer to solicit construction bids for Phase 1B from the Prequalified Bidders List; and
- 4) Authorize the City Clerk to file a Notice of Exemption for the subject project with the Los Angeles Registrar-Recorder; and
- 5) Take such additional, related action that may be desirable.

FISCAL IMPACT

The Capital Improvement Program Budget for Fiscal Year 2023-2024 allocated \$6,600,000 for the project. Additionally, State Senator Bob Archuleta helped the city secure a \$6,400,000 grant from the state. Other funding sources include \$525,000 from the Heritage Arts Fund, \$735,000 from LA County Measure A for parks, and \$15,000 from LA County Measure W for stormwater. In total, these funds amount to \$14,275,000 available for the project.

A project update was presented to the City Council on April 2, 2024 at which time the City Council provided direction on project design, elements and phasing that included three

recommended phases: Phase 1A, Phase 1B, and Phase 2 (future). Phase 1A has been completed at a total cost of \$5 million, which is approximately \$1.2 million under the initial estimate. At that time, the estimated cost for Phase 1B was \$9.7 million based on preliminary design plans. The current estimated total project cost has increased to \$14,275,000. This increase is a combination of: 1) added scope as the design was finalized; 2) a more refined construction estimate prepared by a professional construction estimator; and 3) inflation and anticipated tariff increases. The project budget remaining after the completion of Phase 1A is \$9,275,000, resulting in a shortfall of approximately \$5 million. Staff recommends proceeding with the most critical work in Phase 1B while deferring the remaining work to a future Phase 2, as outlined below.

The recommended Phase 1B scope consists of new amenities such as the sprayground (splash pad), jacuzzi/spa area, new concession building and cabana shaded areas, minor pool house refresh and renovation, building additions to accommodate spa and sprayground equipment rooms, replacement of the remainder of pool deck concrete not replaced in Phase 1A, spectator stands, several new deck shade structures, and potentially installing an acrylic coating over all hardscape areas. Construction for Phase 1B is scheduled to begin in October 2025 and is expected to take approximately eight months to complete. The current total project estimate for this scope of work is \$14,275,000.

Phase 2 is a future phase that is not currently recommended for construction at this time. Phase 2 would include a new entry plaza and canopies at the Pool House entrance, a roof screen for the equipment building and Pool House, renovations to the picnic area, the addition of a new family restroom/change room in the Pool House, and other improvements within the Pool House. The total estimated cost for Phase 2 is \$5,700,000.

FUNDING AND PROJECT COST SUMMARY

Project Expenses	Amount
Phase 1A (Total Project Cost) - Completed	\$ 5,000,000
Phase 1B	
Construction	\$ 11,125,000
Design	\$ 920,000
Engineering	\$ 480,000
Inspection and Testing	\$ 490,000
Contingency	\$ 1,260,000
Total Expenses:	\$ 19,275,000

Project Funding	Amount
CIP Reserve Fund	\$ 6,600,000
State Senator Bob Archuleta State Parks Grant	\$ 6,400,000
Heritage Arts Fund	\$ 525,000
LA County Measure A (Parks)	\$ 735,000
LA County Measure W (Stormwater)	\$ 15,000
Total Funding:	\$ 14,275,000

Estimated Short Fall **\$ (5,000,000)**

Recommendations for funding the shortfall will be included in the recommendation for award of the construction contract at a later date, when an actual construction cost is determined. Adequate funding has been identified from unspent bond proceeds (separate from Measure SFS bond proceeds) that can cover the estimated shortfall of \$5 million.

BACKGROUND

In 1999, the California State Legislature enacted a law that allows many public agencies, including general law cities, to require licensed contractors that wish to bid for public works jobs to “pre-qualify” for the right to bid on a specific public works project, or on a public works project undertaken by a public agency during a specified period of time. Public Contract Code section 20101 has the relevant provisions; it was enacted as part of Assembly Bill 574.

To ensure that the Phase 1B low bid contractor is qualified to perform the scope of work on a relatively complex project, the City conducted a prequalification process in which all prospective bidders for the contract were required to submit a prequalification package for evaluation by the City. The prequalification package was based on the CA Labor Commissioner’s Model Questionnaire (March 2019) developed as a template for use by public agencies. The invitation to submit a prequalification application was advertised on March 10, 2025 with a due date of April 17, 2025. The process is now complete, and following evaluation the City has assigned a rating of “Prequalified” to seven of the nine contractors that submitted prequalification package. The list of companies who submitted prequalification packages, along with the rating of the City’s analysis of each package, is shown below. Staff is recommending that the City Council adopt a Prequalified Bidders List for this project including the contractors listed with a “Prequalified” rating below:

<u>COMPANY NAME</u>	<u>PREQUALIFICATION RATING</u>
1. AMG & Associates, Inc.	Prequalified
2. CABD Construction, Inc.	Not Prequalified
3. Construct 1 One, Corp	Prequalified
4. Kemp Bros. Construction, Inc.	Prequalified
5. Morillo Construction, Inc.	Prequalified
6. PCN3, Inc.	Prequalified
7. Royal Construction Corp.	Not Prequalified
8. S.J. Amoroso Construction Co., LLC	Prequalified
9. Spec Construction Co., Inc.	Prequalified

*Note: This list is in alphabetical order and is not reflective of the scores assigned.

ANALYSIS

The construction cost estimate for the Aquatic Center Improvement Project (Phase 1B) is \$11,125,000. The total estimated Phase 1B project cost including construction, engineering, inspection, testing, and contingency is \$14,275,000. The total estimated Phase 1B project costs are as follows:

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 11,125,000
Design	\$ 920,000
Engineering	\$ 480,000
Inspection and Testing	\$ 490,000
Contingency	\$ 1,260,000
Total Phase 1B Estimated Project Cost:	\$ 14,275,000

The Phase 1B project Plans and Specifications are complete, and the Public Works Department is ready to solicit construction bids upon City Council approval. A copy of the project plans and specifications will be on file with the City Clerk.

ENVIRONMENTAL

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the Aquatic Center Improvement Project (Phase 1B) is categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing facility.

The city's design consultant has concluded that the project qualifies as routine maintenance for Low Impact Development compliance. This is because the original line and grade of the hardscape will be preserved for the most part, and the proposed impervious area will remain below the threshold required for Low Impact Development.

DISCUSSION

None.

SUMMARY/NEXT STEPS

Upon approval of the City Council of the recommended actions, City staff will solicit bids for the construction of Phase 1B from the contractors on the Prequalified Bidders List. Recommendations for the award of a contract to the City Council is anticipated in August 2025.

ATTACHMENTS:

A. Site Plans (Phases 1A, 1B, and 2)

ITEM STATUS:

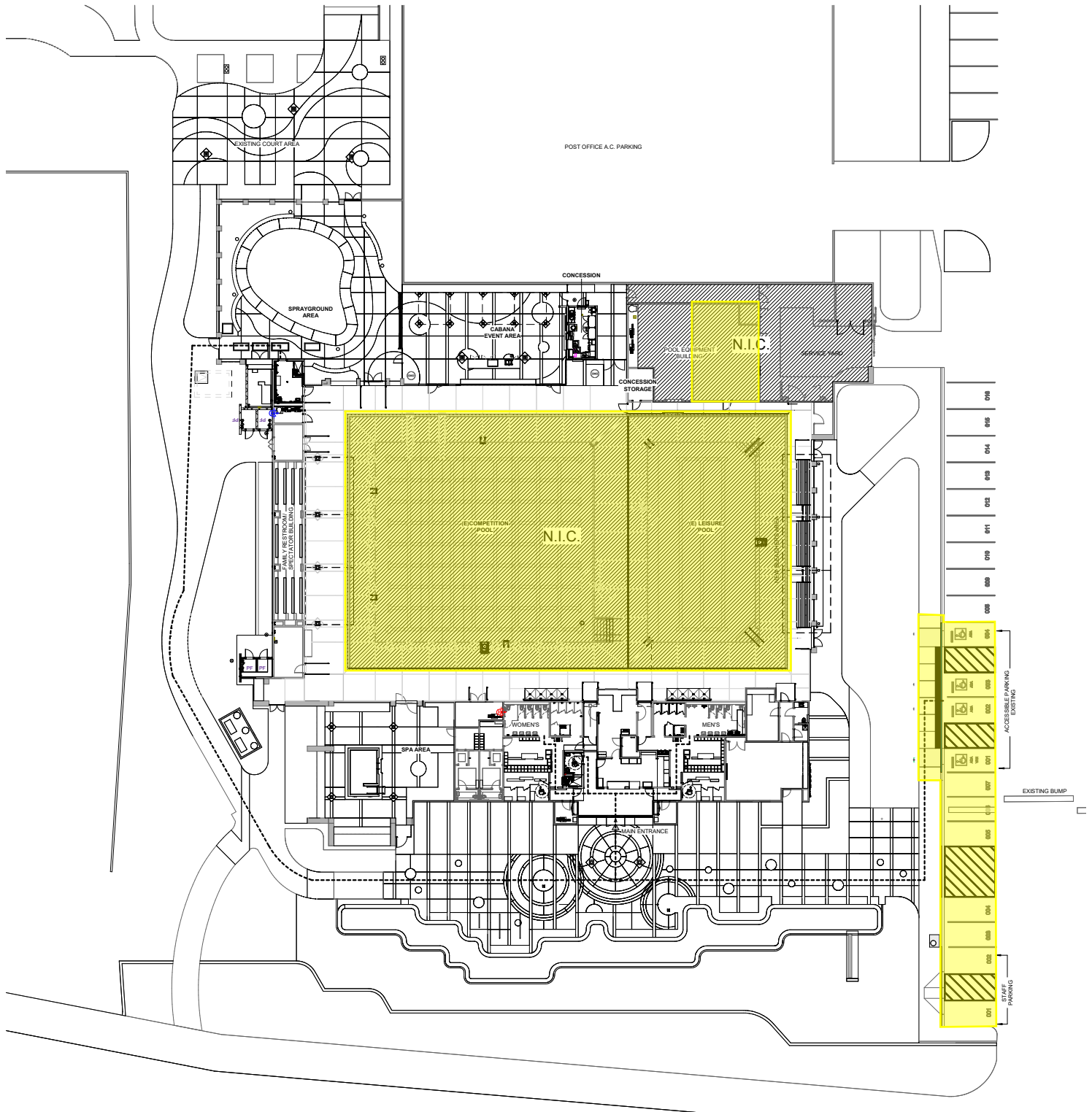
APPROVED: ☐

DENIED: ☐

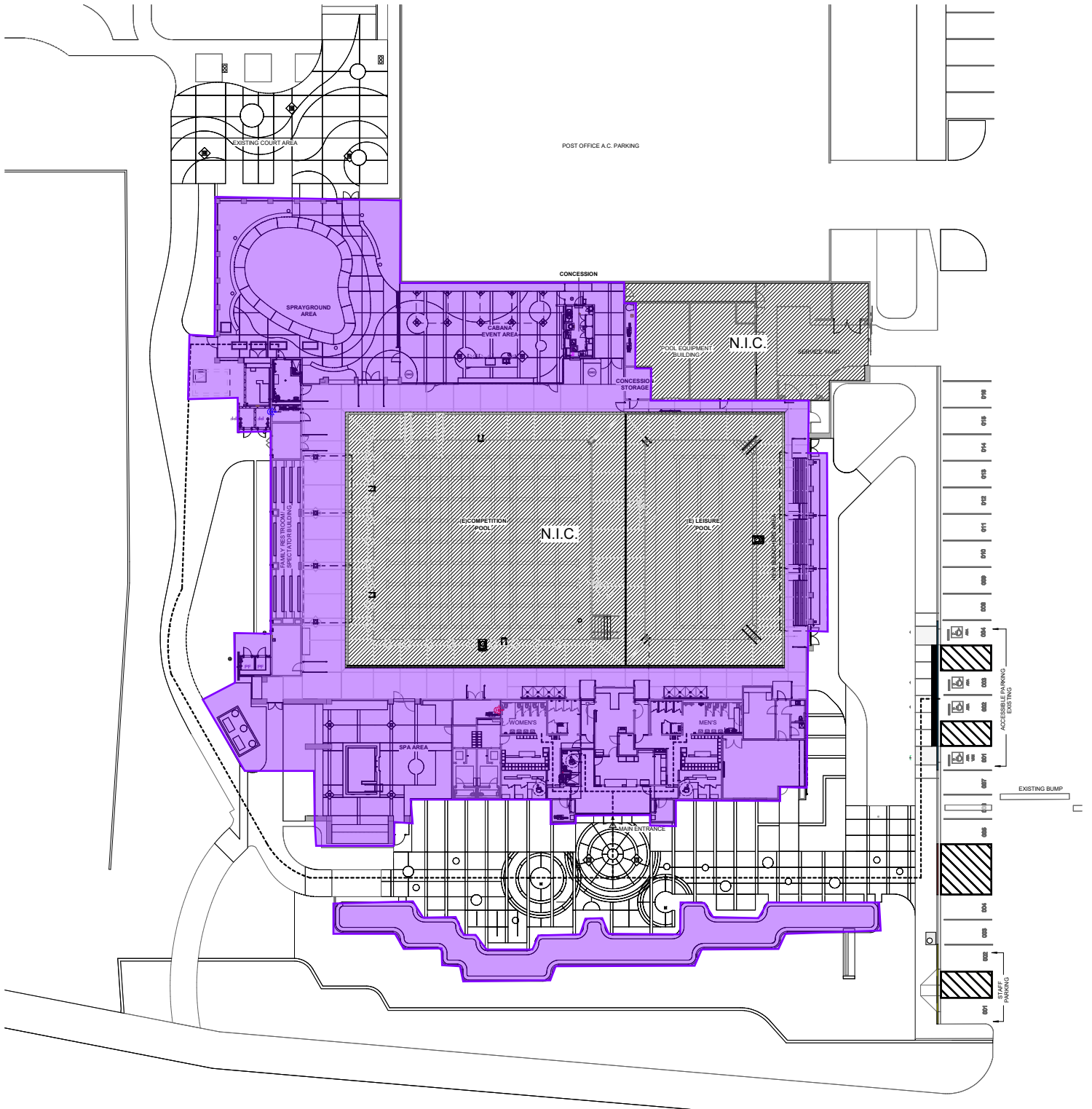
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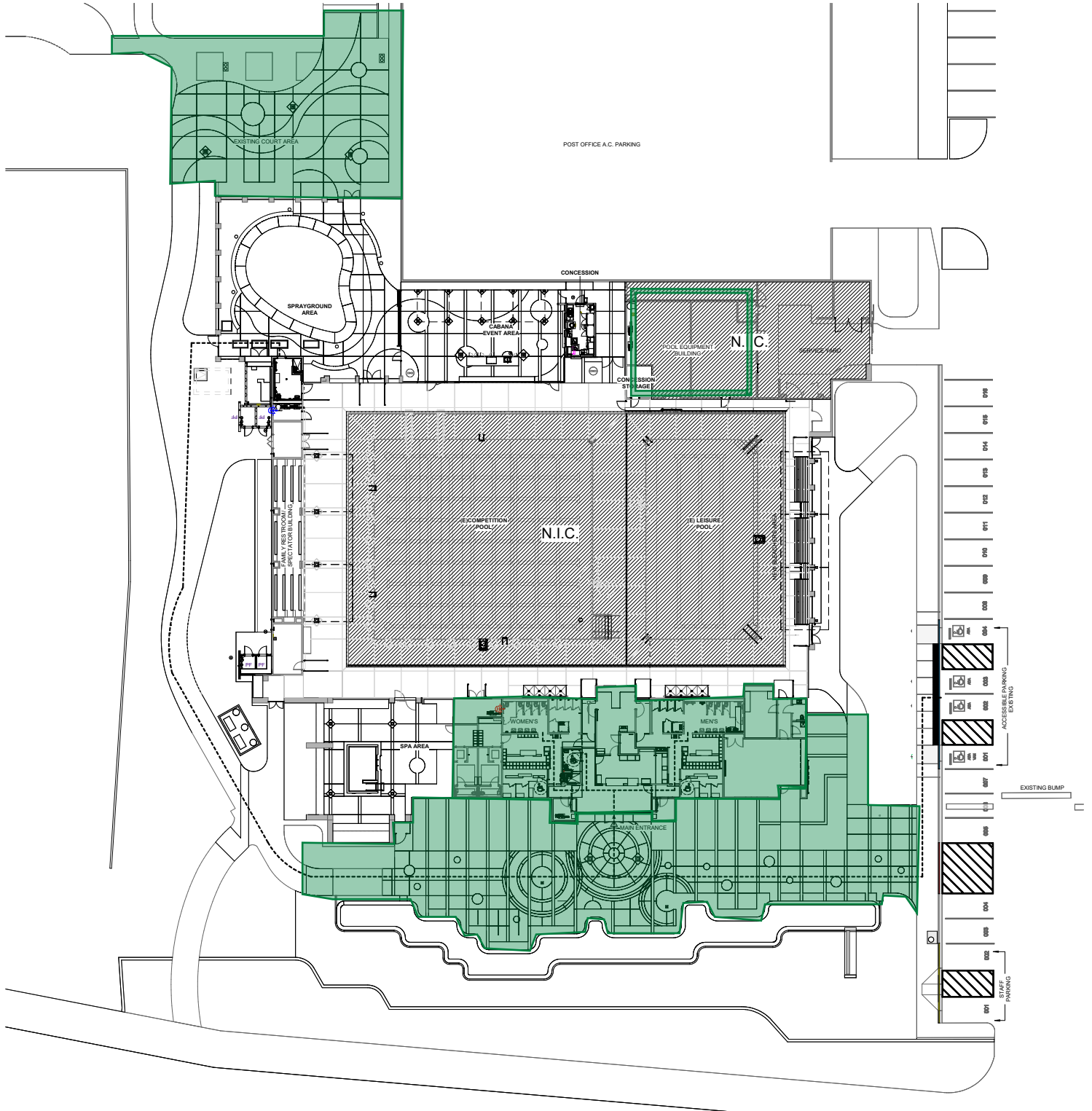
PHASE 1A - SITE PLAN (Completed)



PHASE 1B - SITE PLAN (Recommended)



PHASE 2 - SITE PLAN (Future Project)





CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **LANDSCAPE MAINTENANCE SERVICES - AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP)**

DATE: July 1, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Authorize staff to finalize and advertise a Request for Proposals for Landscape Maintenance Services on Planet Bids, and
- 2) Approve the Third Amendment to the Agreement with Merchants Landscape Services, Inc. extending the contract for 90 days to terminate November 1, 2025, for an additional not-to-exceed fee of \$255,000; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Funding for Landscape Maintenance Services is included in the adopted budget for the Department of Public Works. The recommended fees for the contract extension would be paid from the budgeted amount for Fiscal Year 2025-26 since the extension would be executed in Fiscal Year 2025-26. The remainder of the budgeted amount will be utilized for the new contract awarded as a result of the RFP.

BACKGROUND

The City Council awarded a three-year Landscape Maintenance Services Contract to Merchants Landscape, Inc. effective July 9, 2020. The contract contained a stipulation allowing the City Council to renew the contract for two additional one-year periods at the end of the first term, based on performance and approval by the City Council.

Landscape Maintenance Services - Authorization To Advertise Request For Proposals (RFP)

Page 2 of 2

At the May 2, 2023 City Council Meeting, Amendment Number 1 was approved with a one-year extension and a 3% overall increase. At the July 16, 2024 City Council meeting, Amendment Number 2 was approved with the second one-year extension and a 5% overall increase. The current 5-year contract will expire on July 31, 2025.

Therefore, city staff prepared a Request for Proposals for Landscape Maintenance Services (Attachment C) that provides for the City to award a contract to a contractor that best meets the City's requirements based on their qualifications and experience in performing similar work.

ANALYSIS

Extending the agreement for Merchants Landscape Services, Inc. for a period of 90 days to November 1, 2025, provides staff adequate time to issue and evaluate the RFP and recommend to the City Council the award of a new contract. The proposed additional fee of \$255,000 will be utilized to continue to maintain the parks, medians, facilities, hardscape, landscape, parkettes, parkways, and all other City assets.

ENVIRONMENTAL

The maintenance of the City's landscape and hardscape is vital to the safety, welfare and overall quality of life of residents and businesses. This activity is also necessary to protect the City's assets including parks, parkettes, medians, parkways and facilities.

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval of the recommended actions by City Council, Public Works staff will execute the Third Amendment with Merchants Landscape Services, Inc. and issue the Request for Proposals.

ATTACHMENTS:

- A. Third Amendment
- B. Agreement with Merchants Services, Inc.
- C. Request for Proposals (Draft)

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**THIRD AMENDMENT TO
CITY OF SANTA FE SPRINGS
LANDSCAPE MAINTENANCE SERVICES AGREEMENT
WITH
MERCHANTS LANDSCAPE SERVICES, INC.**

This Third Amendment to Landscape Maintenance Services Agreement ("Third Amendment") is made and entered into this 1st day of July 2025 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation ("City") and Merchants Landscape Services, Inc., a California corporation ("Contractor"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both City and Contractor.

RECITALS

WHEREAS, on August 1, 2020, City and Contractor entered into the Landscape Maintenance Services Agreement for Contractor to provide landscape maintenance services to City ("Agreement");

WHEREAS, on May 2, 2023, City and Contractor entered into the First Amendment, amending the Agreement to implement a three-percent increase in the total annual fee increasing it to \$926,652 ("First Amendment");

WHEREAS, on July 16, 2024, City and Contractor entered into the Second Amendment, amending the Agreement to implement a five-percent increase in the total annual fee increasing it to \$997,905.24 ("Second Amendment");

WHEREAS, the Agreement provides for a three-year term with an option to extend for two additional one-year periods and the 2nd extension will terminate on July 31, 2025; and

WHEREAS, the Parties desire to further amend the Agreement to extend the Agreement by an additional term of 90-days, from August 1, 2025 to November 1, 2025, and include that City will pay Contractor additional compensation not to exceed Two Hundred and Fifty Thousand Dollars and Zero Cents (\$255,000.00) for work completed during the extension.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. The Recitals, and the terms defined therein, are true and correct and are hereby incorporated into and made a part of this Second Amendment.
2. Section 1 of the Agreement is hereby amended to extend the term of the Agreement through November 1, 2025.
3. Pursuant to Section 5 of the Agreement, the total compensation to Contractor for the work completed during the 120-day term extension shall not exceed Two Hundred and Fifty Thousand Dollars and Zero Cents (\$255,000.00).

4. Except as otherwise set forth in this Third Amendment, the Agreement and all previous amendments shall remain binding, controlling, and in full force and effect. Notwithstanding, this Third Amendment, together with the Agreement and all previous amendments, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

5. The provisions of this Third Amendment shall be deemed a part of the Agreement and all previous amendments and except, as otherwise provided under this Third Amendment, the Agreement and all previous amendments and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the provisions of the Agreement and all previous amendments, the provisions of this Third Amendment shall control, but only in so far as such provisions conflict with the Agreement and all previous amendments and no further.

6. If any portion of this Third Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

7. This Third Amendment shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

8. The individuals executing this Third Amendment and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

9. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed on the day and year first appearing above.

CITY OF SANTA FE SPRINGS

William K. Rounds, Mayor

Date: _____

ATTEST:

Fernando Munoz, City Clerk

APPROVED AS TO FORM:

Rick Olivarez, City Attorney

**MERCHANTS LANDSCAPE
SERVICES, INC.**

Mark Brower, President

Date: _____

**MERCHANTS LANDSCAPE
SERVICES, INC.**

Donna Brower, Secretary

Date: _____

**CITY OF SANTA FE SPRINGS
LANDSCAPE MAINTENANCE SERVICES AGREEMENT
WITH
MERCHANTS LANDSCAPE SERVICES, INC.**

This Landscape Maintenance Services Agreement ("Agreement") is made and effective as of the 1st of August, 2020 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Merchants Landscape Services, Inc., a California corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 1, 2020, and shall remain and continue in effect for a period of three years, unless sooner terminated pursuant to the provisions of this Agreement. The City shall have the option to extend the term for two additional one-year periods upon City Council approval.

2. SERVICES

Contractor shall perform the services described and set forth in the City's Request for Proposals attached hereto as Exhibit A and Contractor's Proposal attached hereto as Exhibit B ("Services"), both incorporated herein as though set forth in full.

3. PERFORMANCE

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

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

5. PAYMENT

- A. The City agrees to pay Contractor for Services satisfactorily performed the monthly amount of \$74,982.68 (\$899,792.16 per year) for the Agreement term, in accordance with the fees set forth in Exhibit B.
- B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Contractor shall be compensated for any additional

services in the amounts and in the manner as agreed to in writing by the City and Contractor at the time the City's written authorization is given to Contractor for the performance of said services.

- C. Contractor will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's Services or fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Contractor at least ninety (90) days' prior written notice. Upon receipt of said notice, Contractor shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Contractor the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Contractor will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONTRACTOR

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

8. OWNERSHIP OF DOCUMENTS

- A. Contractor shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Contractor shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with

generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

A. Indemnity.

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

B. Duty to Defend.

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

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

10. INSURANCE

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

11. INDEPENDENT CONTRACTOR

- A. Contractor is and shall at all times remain as to the City a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. The City shall have the right to offset

against the amount of any fees due to Contractor under this Agreement as a result of Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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 the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor 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 the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without the City's prior written authorization, unless the information is clearly public. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives the City notice of such court order or subpoena.
- B. Contractor shall promptly notify the City should Contractor, its officers, employees, agents, and/or subcontractors be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Contractor is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Director of Public Works

To Contractor: Mark Brower, President
Merchant Landscape Services
1510 S. Lyon Street
Santa Ana, CA 92705

17. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide the City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. ATTORNEYS' FEES

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

23. CONSTRUCTION

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

24. WAIVER

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

25. SEVERABILITY

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

26. COUNTERPARTS

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

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

[If Contractor is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF SANTA FE SPRINGS

CONTRACTOR



William K. Rounds, Mayor

Date: 07/23/2020

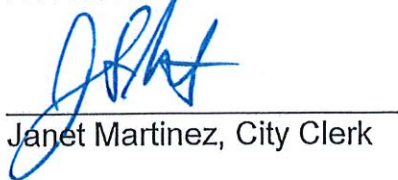


Mark Brower, President

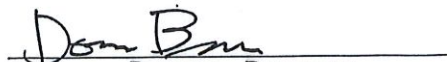
Date: July 17, 2020

ATTEST:

CONTRACTOR



Janet Martinez, City Clerk



Name: Donna Brower

Title: Secretary

Date: July 17, 2020

APPROVED AS TO FORM:



Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	Request for Proposals
	Exhibit B	Contractor's Proposal
	Exhibit C	Insurance Requirements

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B
CONTRACTOR'S PROPOSAL

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of the City, and prior to commencement of Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Contractor maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease).

Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, or Contractor's agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications

to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of Agreement provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Contractor agrees to ensure that its subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with contractors, subcontractors, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, the City and Contractor may renegotiate Contractor's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of the City, and prior to commencement of Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Contractor maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease).

Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, or Contractor's agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications

to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of Agreement provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Contractor agrees to ensure that its subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with contractors, subcontractors, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, the City and Contractor may renegotiate Contractor's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

**AMENDMENT NUMBER 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH MERCHANTS LANDSCAPE SERVICES, INC.**

This Amendment Number 1 ("Amendment") is made and entered into this 2nd day of May 2023, by and between the City of Santa Fe Springs ("City") and Merchants Landscape Services, Inc. ("Contractor").

WHEREAS, on August 1, 2020, the City and Contractor entered into an agreement for Contractor to provide landscape services to the City ("Agreement"); and

WHEREAS, the Agreement provides for an initial three-year term with two one-year extensions upon City Council approval; and

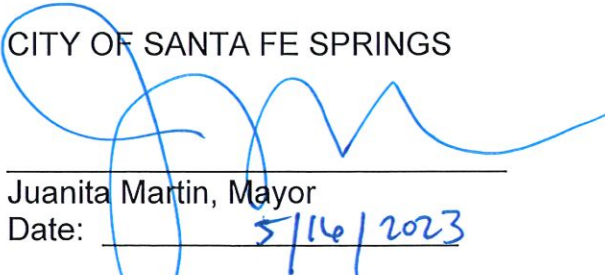
WHEREAS, the parties desire to exercise the first one-year extension and amend the compensation for the extended term.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Pursuant to Section 1 of the Agreement, the term of the Agreement is extended through July 31, 2024.
2. Section 5(A) and Exhibit B of the Agreement are amended to reflect a three-percent increase in all fees and an annual compensation amount of \$926,652.00.
3. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

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

CITY OF SANTA FE SPRINGS



Juanita Martin, Mayor

Date: 5/16/2023

ATTEST:



Janet Martinez, City Clerk

APPROVED AS TO FORM:



Ivy M. Tsai, City Attorney

MERCHANTS LANDSCAPE
SERVICES, INC.



Mark Brower, President

Date: 6-12-23

MERCHANTS LANDSCAPE
SERVICES, INC.



Donna Brower, Secretary

Date: 6-12-23

**AMENDMENT NUMBER TWO TO
PROFESSIONAL SERVICES AGREEMENT
WITH MERCHANTS LANDSCAPE SERVICES, INC.**

This Amendment Number TWO ("Amendment") is made and entered into this 16th day of July, 2024, by and between the City of Santa Fe Springs ("City") and Merchants Landscape Services, Inc. ("Contractor").

WHEREAS, on August 1, 2020, the City and Contractor entered into an agreement for Contractor to provide landscape services to the City ("Agreement"); and

WHEREAS, the Agreement provides for an initial three-year term with two one-year extensions upon City Council approval; and

WHEREAS, the parties desire to exercise the second and final one-year extension and amend Exhibit B and the compensation for the extended term.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Pursuant to Section 1 of the Agreement, the term of the Agreement is extended through July 31, 2025.

2. Section 2. Exhibit B (Detailed Service Area Fee Schedule) is replaced by Exhibit B attached to this Amendment to include eight new locations.

3. Section 5(A) and Exhibit B of the Agreement are amended to reflect a three percent increase in all fees and an annual compensation amount of \$978,824.35.

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

[SIGNATURES ON NEXT PAGE]

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

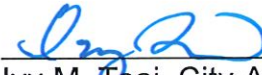
CITY OF SANTA FE SPRINGS


Name: Jay Sarno
Title: Mayor
Date: 8/13/2024

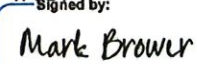
ATTEST


Name: Fernando Muñoz,
Title: Deputy City Clerk
Date: 8/13/2024

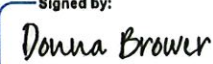
APPROVED AS TO FORM:


Ivy M. Tsai, City Attorney

MERCHANTS LANDSCAPE SERVICES,
INC

Signed by:

C333F85038B440F...
Name Mark Brower
Title: President
Date: 8/8/2024

MERCHANTS LANDSCAPE SERVICES,
INC

Signed by:

2D912A58E8E54C6...
Name Donna Brower
Title: Secretary
Date: 8/8/2024

Attachment: Exhibit B Contractors Fee Schedule

EXHIBIT B

City of Santa Fe Springs
Landscape Maintenance Services
Fee Schedule

Service Area	Current Monthly Total	Requested Increase for Fiscal year 2024/2025: Monthly Total + 3%	Yearly Total
#1 - MEDIANS AND PARKWAYS	\$ 29,573.36	\$ 30,443.17	\$ 365,318.00
#2- PARKS AND PARKETTES	\$ 34,243.05	\$ 35,250.21	\$ 423,002.47
#3- FACILITIES	\$ 13,415.75	\$ 13,810.32	\$ 165,723.88
Total:	\$ 77,232.16	\$ 79,503.70	\$ 954,044.35
Additional areas not in our current contract per letter dated 05/02/2024:		\$ 2,065.00	\$ 24,780.00
Grand Total:		<u>\$ 81,614.12</u>	<u>\$978,824.35</u>

**DETAILED SERVICE AREA FEE SCHEDULE
SERVICE AREA #1 - MEDIANS AND PARKWAYS**

Site #	Site Name	Requested 3% Increase for Fiscal year 2024/2025: *New Locations	
M-01	Alondra Blvd (Weekly) Median Shoemaker Rd to Valley View Ave (45,432 SF)	\$	496.22
M-02	Bloomfield Ave Weekly Greenbelt Telegraph Rd to Heritage Springs Dr (18,357 SF)	\$	385.95
M-03	Bloomfield Ave Weekly Median Telegraph Rd to Lakeland Ave (23,165 SF)	\$	441.08
M-04	Broaded Street (weekly) Greenbelt Millergrove Dr to Alburdis Ave (16,569 SF)	\$	441.08
M-05	Carmenita Road -South Center Median (Weekly) Median Alondra Blvd to Imperial HWY (26,623 SF)	\$	606.49
M-06	Carmenita Road (Weekly) Hardscape/Planters Foster Rd to Cambridge St (36,546 SF)	\$	220.54
M-07	Florence Ave (Weekly) Hardscape/Planters Bloomfield Ave To Norwalk Blvd - Hardscape/Planters (61,727 SF)	\$	827.03
M-08	Florence Ave (Weekly) Median City Boundary to Carmenita RD (77,928 SF)	\$	2,756.76
M-09	Florence Ave (Weekly)	\$	330.81

	Greenbelt Orr & Day Rd to Ringwood Ave (24,878 SF)		
M-10	Getty Drive (Weekly) Planter Cul-de-Sac to Lakeland Dr (5,707 SF)	\$	330.81
M-11	Imperial Highway (Weekly) Hardscape/Planters Bloomfield Ave to Transportation Dr (18,354 SF)	\$	110.27
M-12	Imperial Highway (Weekly) Median Bloomfield Ave to Transportation Dr (10,000 SF)	\$	441.08
M-13	Los Nietos Sound Wall Greenbelt/Planter Pioneer Blvd to Railroad Tracks (8,788 SF)	\$	992.43
M-14	Meyer Road (Weekly) Median Shoemaker Ave to Painter Ave (5,335 SF)	\$	385.95
M-15	Motor Center (Weekly) Greenbelt Firestone Blvd and Bloomfield Ave (12,746 SF)	\$	441.08
M-16	N/E Corner of Florence & Laurel (Weekly) Greenbelt Florence Ave and Laurel Ave	\$	441.08
M-17	Norwalk Blvd (Weekly) Median North City Boundary to Clark St (5,256 SF)	\$	330.81
M-18	Orr & Day Road (Weekly) Greenbelt Otto St To Davenrich St (19,221 SF)	\$	1,654.06

M-19	Orr & Day Road (Weekly) Median/Planter Florence Ave to Pioneer Blvd (50,756 SF)	\$	2,756.76
M-20	Orr & Day Road (Weekly) Greenbelt Florence Ave to Pioneer Blvd (20,512 SF)	\$	1,929.74
M-21	Pioneer Blvd (Weekly) Greenbelt Navojoa PL to Mersin PL (4,972 SF)	\$	220.54
M-22	Pioneer Blvd (Weekly) Median Florence Ave to Rivera Rd (95,900 SF)	\$	2,205.41
M-23	Pioneer Blvd (Weekly) Greenbelt Florence Ave to Dunning St (15,111 SF)	\$	441.08
M-24	Santa Fe Springs Parking Lot (Weekly) Planter Davenrich St (58,400 SF)	\$	1,047.57
M-25	Santa Fe Springs Parking Lot (Weekly) Median Telegraph Rd to Los Nietos Rd (29,985 SF)	\$	1,378.38
M-26	Santa Fe Springs Parking Lot (Weekly) Greenbelt/Planter McCann Dr to Los Nietos Rd (73,408 SF)	\$	1,654.06
M-27	Slauson Ave (Weekly) Median/Planter Sorenson Ave To Santa Fe Springs Rd (35,022 SF)	\$	992.43
M-28	Slauson Ave (Weekly) Median Washington Blvd to Slauson Ave (3,981 SF)	\$	330.81

M-29	Telegraph Road (Weekly) Greenbelt NW Corner to Telegraph RD and Laurel Ave (8,411 SF)	\$	441.08
M-30	Telegraph Road (Weekly) Median Cedardale DR to City Boundary (117,554 SF)	\$	1,323.25
M-31	Telegraph Road (Weekly) Greenbelt/Planter NW Corner of Telegraph RD and Bloomfield Ave (9,909 SF)	\$	330.81
M-32	Telegraph Road (Weekly) Greenbelt/Planter Bloomfield Ave to 1,400 Fee East (76,547 SF)	\$	827.03
M-33	Telegraph Road (Weekly) Greenbelt/Planter Telegraph Rd @ Railroad Overpass (13,993 SF)	\$	330.81
M-34	Telegraph Road (Weekly) Greenbelt/Planter Telegraph Rd to Pioneer Blvd (13,993 SF)	\$	330.81
M-35	Washington Blvd (Weekly) Median Norwalk Blvd to City Boundary (8,568 SF)	\$	330.81
M-36	Washington Blvd (Weekly) Parkway Northwest Corner (1,525 SF)	\$	110.27
M-37	Borate St (Weekly) Parkway Frontage of Water Well	\$	275.68
M-38	Heritage Corporate Center (Weekly) Flag Court and Parkway Norwalk Blvd and Telegraph RD (19,389 SF)	\$	1,212.98

M-39	Carmenita Overpass South of 5 Freeway (Weekly) Parkway Eastside of bridge at Freeway Drive (16,400 SF)	\$	68.92
M-40	Firestone Blvd at Carmenita PL (Weekly) Median South of 5 Freeway (7,200 SF)	\$	116.64
M-41	Shoemaker Bridge at Firestone Blvd (Weekly) Parkway South of 5 Freeway Eastside of Bridge (22,500 SF)	\$	153.75
M-42*	Los Nietos Rd. (South HOA Area) (Weekly) Planter (8139 SF)	\$	175.00
M-43*	Norwalk Business Center Art Walkway (Weekly) Planter (6304 SF)	\$	145.00
M-44*	Florence New Median Planter (Weekly) Median/Planter (3645 SF)	\$	115.00
<u>Subtotal of M-01 thru M-44</u>		\$	30,878.17

**DETAILED SERVICE AREA FEE SCHEDULE
SERVICE AREA # 2 - PARKS AND PARKETTES**

Site #	Site Name	Requested 3% Increase for Fiscal year 2024/2025: *New Locations	
P-01	Alburtis Ave Walkway (Weekly) Hardscape/Landscape Alburtis Ave to Fallon Ave (9,906 SF)	\$	275.68
P-02	Bradwell Ave (Weekly) Parkette Hardscape /Landscape Bradwell Ave @ Terradell St (12,912 SF)	\$	330.81
P-03	Davenrich Cul-De-Sac (weekly) Parkette Cul-De-Sac to 605 Freeway Sound Wall (5,984 SF)	\$	330.81
P-04	Davenrich St (Weekly) Parkette Davenrich St at Longworth Ave (10,285 SF)	\$	330.81
P-05	Florence Avenue (weekly) Parkette-City Monument Sign NW Corner of Florence Ave and Pioneer Blvd (5,144 BLVD)	\$	330.81
P-06	Florence Avenue (weekly) Parkette SW Corner of Florence Ave and Pioneer Blvd (4,122 SF)	\$	330.81
P-07	Heritage Park - Groundskeeper Services Park Parking Lots (Daily-Except Wednesday)	\$	5,513.53
P-08	Heritage Park - Groundskeeper Services Special Events On-Call Services Sat/Sun (4 hr. Minimum) April-November (8 mos.)	\$	983.62

P-09	Jersey/Clarkman Walkway (Weekly) Hardscape Jersey Ave to Clarkman St (14,262 SF)	\$	220.54
P-10	Lake Center Park (Weekly-Athletics Fields) Closed Nov-Feb Park Florence Ave to Clarkman St (510,000 SF)	\$	3,817.06
P-11	Lake Center Park Entry (Weekly) Greenbelt/Planter Florence Ave to Clarkman St (8,788 SF)	\$	330.81
P-12	Lakeview Park (Weekly) Park Joslin Street/Jersey Ave (255,500 SF)	\$	1,874.60
P-13	Little Lake Park (Weekly-Athletic Fields) Closed Nov-Feb Park Pioneer Blvd/Lakeland Rd (786,057 SF)	\$	4,300.55
P-14	Longworth Ave (Weekly) Parkette Darcy St at Longworth Ave (13,989 SF)	\$	330.81
P-15	Los Nietos Park (Weekly-Athletics Fields) Closed Nov-Feb Park Charlesworth Rd to Broaded St (549,000 SF)	\$	3,528.66
P-16	Merson Garden (Weekly) Parkette Telegraph RD and Bartley Ave (11,532 SF)	\$	330.81
P-17	Santa Fe Springs Park (weekly) Park Davenrich St to San Gabriel River (538,000 SF)	\$	3,308.12

P-18	SFS Athletic Fields (Weekly-Athletics Fields) Closed Nov-Feb Park Jersey Ave and Pioneer Blvd (275,999 SF)	\$	2,646.49
P-19	Smith Ave Triangle (weekly) Park Alburtis Ave to 750 feet East (31,400SF)	\$	551.35
P-20	Sculpture Gardens (Weekly) Park Mora Dr at Ontiveros PL (189,964 SF)	\$	3,764.05
P-21	Neighborhood Center (Weekly) Greenbelt/Planter Navojoa PL to Placita PL (28,290 SF)	\$	1,323.25
P-22	Post Office (Weekly) Greenbelt Telegraph Rd (8,807 SF)	\$	220.54
P-23	Town Center Walkway (Weekly) Greenbelt/Hardscape/Planter Town Center-Alburtis to Civic Center Telegraph Rd to Clarke Estate (18,685 SF)	\$	275.68
P-24*	Telegraph & Norwalk (Bi-monthly) Empty Lot (NW Corner) (38012 SF)	\$	150.00
P-25*	Lakeland & Laurel (Bi-Monthly) Empty Lot (NE Corner)	\$	150.00
<u>Subtotal P-01 thru P-25</u>		\$	35,550.21

DETAILED SERVICE AREA FEE SCHEDULE
SERVICE AREA # 3-Facilities

Site #	Site Name	Requested 3% Increase for Fiscal year 2024/2025: *New Locations	
F-01	Aquatic Center (weekly) Greenbelt/Planter Pioneer Blvd to Clarke Estate	\$	491.45
F-02	City Hall- Groundskeeper Services Parking Lots Planters/Hardscape	\$	4,914.46
F-03	City Yard (Weekly/Bi-Weekly Nov-Feb) Greenbelt Emmens Way (11,538 SF)	\$	382.24
F-04	Civic Center (Weekly) Greenbelt/Hardscape Telegraph Rd and Pioneer Blvd (85,406 SF)	\$	1,310.52
F-05	Clarke Estate - Groundskeeper Services Park/Planters/Hardscape	\$	5,242.10
F-06	Clarke Estate - Groundskeeper Services Special Events On-Call Services-4 hr. Minimum (After normal work hours, weekends and holidays) April-November (8 months)	\$	814.30
F-07	Fire Station Headquarters (Weekly) 11300 Greenstone Ave Greenbelt (11,762 SF)	\$	327.63
F-08	Fire Station No. 4 (weekly) 11736 Telegraph Rd (2,400 SF) Greenbelt	\$	327.63

F-09*	Fire Station # 1 Headquarters (weekly) 11300 Greenstone Ave (Patios, Pond, and Back Parking Areas) (43518 SF)	\$	870.00
F-10*	Fire Station # 2 (weekly) 8634 Dice Rd Front Landscape (4404 SF)	\$	305.00
F-11*	Fire Station #3 (weekly) 15517 Carmenita Rd Front Landscape (2061 SF)	\$	155.00
<u>Subtotal F-01 thru F-11</u>		\$	15,140.32



REQUEST FOR BIDS No. 25 - 2

Landscape Maintenance Services

Issue Date:	Tuesday, July 8, 2025
Questions Due Date:	Tuesday, July 22, 2025, at 2 pm Pacific
Proposal Due Date:	Tuesday, August 5, 2025, at 2 pm Pacific

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I. Introduction

The City of Santa Fe Springs is seeking proposals from qualified contractors to provide landscape maintenance services, related services as needed. City desires to establish an agreement for three (3) years, with possible extension options.

Interested contractors demonstrate that they have sufficient, readily available personnel, support, supplies, equipment, and financial resources to carry out the work without delay or shortcomings. Please review the City's bid document for details regarding the requirements and directions on how to submit a response.

II. About the City of Santa Fe Springs

Santa Fe Springs is located in the southeast segment of the County of Los Angeles. Though incorporated in May 1957, the City's history dates to 1871 when Dr. James E. Fulton came to the area and discovered a sulfur spring that was later developed into a health spa. Today, the city has approximately 18,800 residents and over 3,000 businesses.

The city provides a full range of municipal services, including police and fire, street maintenance, water utilities, recreational services, a public library, and cultural events. Additionally, the City is responsible for two (2) other legally separate entities, which include the Successor Agency to the Redevelopment Agency and the Housing Successor Agency to the Housing Authority.

The City's vision statement affirms, "The City of Santa Fe Springs is a great place to live, work, and play." The mission statement is, "The City of Santa Fe Springs is committed to enhancing the quality of life of its residents and businesses by providing a safe environment, a thriving business community, quality family, youth, and senior services, and sound financial management of the community's resources."

The guiding values are as follows:

- Personal integrity, honesty, and ethics
- Public service
- Compassion
- Responsibility, accessibility, and accountability
- Dedication

III. Schedule/Timeline

• Release Solicitation	Tuesday, July 8, 2025
• Online Q&A Deadline	Tuesday, July 22, 2025, at 2 pm Pacific
• Deadline to Submit Responses	Tuesday, August 5, 2025, at 2 am Pacific
• Review Response	Late August 2025
• Interviews (if needed)	TBD
• Award	October 2025

IV. Scope of Work/Specifications

The following general conditions detail basic program requirements and services to be provided under the contract.

A. NOT AN AGENT OF CITY

It is expressly understood and agreed that the Contractor furnishing all labor, services, materials and equipment and performing the work as provided in the Agreement is acting as an independent contractor and not as an agent or employee of the city.

B. PERFORMANCE OF WORK-GENERAL

Contractor shall, at its own cost and expense, furnish all labor, materials, tools, equipment and incidentals required by the Scope of Services and as referenced in the Agreement. The general items of work include the maintenance and irrigation of the landscape and hardscape of the City's medians, parks, parkways, greenbelts, planters, parkettes, athletic fields, and City facilities. The Contractor will assume all areas mentioned in an as-is condition.

C. LOCATION OF WORK

The location of each work area and facility to be serviced is identified in the Detailed Service Area Fee Schedule.

D. EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and/or their representatives shall be on file with the City Engineer (11710 Telegraph Rd), Municipal Services Yard (12636 Emmens Way), Police Services Center (11576 Telegraph Road) and Fire Department Headquarters (11300 Greenstone Avenue).

E. STANDARD OF PERFORMANCE

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any material furnished shall be subject to the approval of the Contract Administrator; and that both work and materials will meet the requirements of this Agreement.

F. REPRESENTATIVES

1. CITY - CONTRACT ADMINISTRATOR

City shall designate the Director of Public Works or his designee as the

City's Contract Administrator and shall act as the City's representative for the performance of the Agreement. The Contract Administrator shall have the power to act on behalf of the City for all purposes under the Agreement. Contractor shall not accept direction or orders from any person other than the City's Contract Administrator.

2. CONTRACTOR - SUPERVISOR

Contractor shall designate a Supervisor to act as the Contractor's representative for the performance of this Agreement. The Supervisor shall have full authority to represent and act on behalf of the Contractor for all purposes under the Agreement. The Supervisor shall supervise and direct the performance of the Scope of Services. The Supervisor shall meet with the Contract Administrator as necessary to effectuate the purposes of the Agreement, and must be available to respond to inquiries, job walks and inspections of the maintained areas as required.

The Supervisor shall have at least five (5) years' experience in the management of landscape maintenance services for municipal government entities.

The Supervisor shall be on site for a minimum of four (4) hours per workday. The cost for the Supervisor shall be included as part of the fee for each of the service areas as identified in the Detailed Service Area Fee Schedule. A separate cost for the Supervisor will not be accepted unless it is approved in advance by the city as Extra Work.

3. CONTRACTOR- IRRIGATION SPECIALISTS

Contractor shall maintain on staff an Irrigation Specialists with demonstrated competency, knowledge and experience in the use of programming, troubleshooting, maintenance and repair of all stand-alone and centralized irrigation controllers used by the City.

Contractor shall provide two (2) Irrigation Specialists for a total of eighty (80) hours per week to provide preventive maintenance and minor irrigation system repair services. Each Irrigation Specialists assigned to the City shall have their own vehicle to perform irrigation system services.

Irrigation Specialists shall have at least five (5) years' experience in the diagnosis, repair, replacement, and installation of all irrigation system components, including controllers, wiring and connections, mainlines, backflow prevention devices, control valves, master valves, flow sensors, pressure regulators, etc.

The cost for the Irrigation Specialists shall be included as part of the fee for each of the service areas as identified in the Detailed Service Area Fee Schedule. A separate cost for the Irrigation Specialists will not be accepted unless it is approved in advance by the city as Extra Work.

See pages eleven (11) and twelve (12) of the Scope of Services for details regarding irrigation system maintenance and repairs.

4. CONTRACTOR – GROUNDSKEEPER

Contractor shall provide Four (4) Groundskeepers. Each Groundskeeper shall be assigned to and responsible for the landscape and maintenance of one of the following

City facilities:

- (a) TCH Plaza (includes City Hall)
- (b) Clarke Estate
- (c) Heritage Park
- (d) All City Parks

Each Groundskeeper shall be assigned to the facility eight (8) hours per day, Monday through Friday (40 hours per week for 52 weeks).

G. MATERIALS PROVIDED BY CONTRACTOR

Contractor shall furnish all materials needed to complete the Scope of Services.

- 1. Waste disposal bins and disposal.
- 2. Irrigation parts required to make repairs and replacement.
- 3. Color for flower beds designated and scheduled by the city. Installation schedule is quarterly, see page 10.

H. WORKFORCE

If applicable, contractor shall pay all workers engaged in the work, prevailing rates of wages for public works contracts, as determined by the Director of Industrial Relations of the State of California or Secretary of Labor for Federal Rates, whichever is greater.

The Contractor shall provide sufficient personnel to perform all work in accordance with the Agreement.

I. UNIFORMS

Contractor's personnel shall be clearly identifiable as an employee of the Contractor while working in the City by wearing clean and neat uniforms, complete with company name, logo and nametag.

The Contractor shall require its personnel to wear proper Personal Protective Equipment (PPE) which includes but not limited to work shoes, clothing and gear required by Federal and/or State of California Safety Regulations.

J. VEHICLES AND EQUIPMENT

Contractor shall provide an adequate number of vehicles and equipment to perform the Scope of Services. All vehicles shall conform to the highest industry standards, shall be maintained in a clean and efficient condition and shall comply with all measures and procedures promulgated by all agencies and jurisdiction.

Contractor shall make available sufficient back-up vehicles and equipment to ensure that the provision of services remains uninterrupted during the term of the Agreement.

The Contractor's vehicles shall be clearly identifiable by company name, logo, and local telephone number printed conspicuously on the vehicle. Each vehicle shall also bear a distinct identification number.

The noise level generated by vehicles and equipment shall not exceed a single-event noise level of seventy-five (75) decibels at twenty-five (25) feet from the vehicle or equipment.

K. COOPERATION WITH OTHER WORK FORCES

Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by other agencies, City and companies. The City, its workers and contractors, utility companies and others, shall have the right to operate within or adjacent to the work site during the performance of the Scope of Services.

The Contractor shall not be entitled to any additional compensation from the City for damages or delay resulting from such simultaneous, collateral, and essential work.

L. CLEANING AND ENVIRONMENTAL CONTROLS

Contractor shall comply with all applicable litter, pollution and environmental laws (National Pollutant Discharge Elimination System Regulations) while performing

the Scope of Services. All subcontractors and employees shall likewise obey these laws, and it shall be the responsibility of the Contractor to ensure compliance.

Contractor shall exercise every reasonable precaution to protect storm drains from pollution. The Contractor shall not discharge smoke, dust or any other pollutants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

Contractor shall separate litter and trash from landscape green wastes and dispose of these waste materials in the appropriate waste disposal bins distributed throughout the City.

M. PROTECTION OF PROPERTY

Contractor shall be responsible for the protection of public and private property adjacent to each work site and shall exercise due caution to avoid damage to such property. Should any facility, structure, or property be damaged during the operations of the Contractor, the Superintendent shall immediately notify the property owner(s) or authorities.

Contractor shall repair or replace all existing improvements that are damaged because of its operations, at its own expense. The Contractor shall pay all damages and losses incurred. Repairs and replacements should be at least equal to previous conditions before damage or loss incurred and shall match in finish and dimension. Landscaping damaged by the Contractor's operations shall be restored or replaced in as nearly the original condition and location as reasonably possible.

N. TRAFFIC CONTROL – PUBLIC CONVENIENCE AND SAFETY

Contractor shall comply with the requirements of the American Public Works Association Traffic Control Handbook, and the State of California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones, except as modified and supplemented below:

1. Contractor shall conduct its operations to offer the least possible obstruction and inconvenience to the public and shall have underway no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.
2. Contractor shall maintain safe and adequate pedestrian and vehicular access to all properties. Access shall be continuous and unobstructed, unless otherwise approved by the Contract Administrator.

3. Contractor shall furnish and maintain all signs to safely guide the public through the project limits, as described herein, and as directed by the Contract Administrator.
4. Contractor's employees working within the right-of-way shall always wear reflective vests.
5. Lane Closures. In compliance with the California Traffic Control Handbook, Contractor shall provide, at its own expense, all materials, equipment and trained personnel required for proper closure of one or more lanes of traffic on City streets. This shall include, but not limited to the provision of cones, delineators, barricades, traffic control signs, arrow boards, extra traffic personnel, etc. No lane closures on arterial streets before 9am. See list below.

List of Arterial Streets

- 1) Telegraph Road
 - 2) Florence Avenue
 - 3) Orr and Day Road
 - 4) Norwalk Boulevard
 - 5) Carmenita Road (between Imperial Hwy and Alondra Boulevard)
 - 6) Pioneer Boulevard
6. Parking Restrictions. When necessary to facilitate the work, on-street parking of Contractor vehicles shall be restricted to within the work area limits, during the specified working hours, on weekdays only. Temporary "NO PARKING" signs shall be provided and posted by the Contractor not less than seventy-two (72) hours in advance of the start of work requiring said restriction. Temporary "NO PARKING" signs must clearly state the days, dates and hours when the parking restrictions will be in effect.

O. **CUSTOMER SERVICE**

1. Office Hours. Contractor's office hours shall be weekdays from 7:00 a.m. to 5:00 p.m., excluding Saturdays, Sundays, and holidays. A Contractor representative shall be available by telephone during office hours for communication with the City's Contract Administrator at the Contractor's principal office.
2. After Hours Emergencies. Contractor shall maintain an emergency telephone number for use outside normal business hours. Contractor shall have a representative available at said emergency telephone number during all hours other than normal office hours.

P. PERMITS AND LICENSES

Contractor shall obtain all applicable permits and licenses required by other agencies of the State of California and County of Los Angeles, as well as a City business license. All applicable permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors.

Q. DATA TO BE FURNISHED BY THE CONTRACTOR

Contractor shall furnish the Contract Administrator access to such information as may be required in connection with the progress and manner of the Scope of Services, including all information necessary to determine costs, such as the number of persons employed, their rate of pay, the time during which they worked on site and other pertinent data.

R. MAINTENANCE SCHEDULES

1. General. The Scope of Services shall be performed on a regular schedule, in accordance with the frequencies described in the Detailed Service Area Fee Schedule and incorporated herein by reference.
2. Initial Monthly Service Schedule. Within one week after the Notice to Proceed, and prior to the start of any work, the Contractor shall submit to the Contract Administrator for approval the proposed initial Monthly Service Schedule that reflects the service frequency identified in the Detailed Service Area Fee Schedule. The Contract Administrator will communicate approval or a revised schedule within five (5) working days.
3. Monthly Service Schedules. After the initial schedule, Contractor shall provide updated Monthly Service Schedules to the Contract Administrator not later than the first Friday of each month until completion of the Agreement. The updated Monthly Service Schedule should show any significant changes in activities since submission of the previous schedule, including upcoming seasonal periodic work.

S. MONTHLY REVIEW OF PERFORMANCE AND QUALITY OF SERVICE

The Contractor Administrator, Superintendent and Supervisor shall meet monthly to review the performance and quality of service by the Contractor as identified in the prior month's Service Schedule. The monthly review will include on-site visits to service areas to be determined by the Contract Administrator.

T. CHANGES TO THE SCOPE OF SERVICES- CONTRACTOR

If conditions develop during the progress of the work and the Contractor finds it impractical to comply strictly with the provisions of the Agreement or the Scope of

Services, Contractor may request in writing for a modification of requirements or methods of work. The Contract Administrator is authorized to approve the requested change.

U. CHANGES TO THE SCOPE OF SERVICES - CITY

The City reserves the right to make such changes in the Scope of Services or to add Extra Work and as determined by the Contract Administrator to be necessary or in the City's best interests. Changes may include alterations, deviations, and additions of Extra Work or deletions from the Scope of Services. The City reserves the right to increase or decrease the frequency of any item or portion of work or to omit any item or portion of the Scope of Work.

1. Extra Work. Extra work shall include specific tasks of work outside the Scope of Services. Such extra work shall have a specific written scope of services, cost and schedule agreed upon the City and the Contractor. City will provide Contractor with a written Authorization to Proceed. Compensation for extra work will be based on Contractor's Extra Work Rate Schedule.
2. Changes to Scope of Services. Changes to the Scope of Services shall include specific additions to or deletions from the Scope of Services set forth in the Agreement, or an increase or decrease in the frequency of any item or portion of the Scope of Services.

The cost per month for added or deducted work areas shall be determined by computing the area (in square feet) of the added or deducted work area multiplied by the monthly bid price for the corresponding quantity of turf, planted area or hardscape area as listed in the Detailed Service Area Fee Schedule incorporated herein by reference.

V. WORK TO BE PERFORMED BY CONTRACTOR

1. Contractor shall maintain the landscape and hardscape areas identified in the Detailed Service Area Fee Schedule and incorporated herein by reference. The scope of work shall generally include maintenance of landscaped median islands, public parkways (greenbelts and planters and tree wells), parks, parkettes, parking lots, athletic fields and City facilities' landscape and hardscape areas.
2. Contractor shall not work or perform any operation, particularly during periods of inclement weather, which may destroy or damage plant, ground cover or turf areas. The Contract Administrator shall have authority to suspend the work, wholly or in part, for such period as may be deemed necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable performance of the work. Any work

not performed due to inclement weather and not rescheduled shall be deducted from the monthly billing statement.

3. Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within one (1) hour of notification. If Contractor cannot be notified or does not respond in a timely manner, the city will respond to the emergency.
4. Contractor shall schedule his operations so as not to interfere with the public's use of the areas set forth in the Detailed Service Area Fee Schedule. Contractor shall conduct its operations to provide maximum safety for the public and to offer the least possible obstruction, inconvenience, or disruption to the peace and quiet of the area to the public around which the services are performed.

W. WORKING HOURS

Unless otherwise approved by the City, normal work or activity of any kind shall be limited to the hours between 7:00 a.m. to 5:00 p.m. from Monday through Friday. No noise from the work performed under this Agreement shall be permitted between the hours of 5:00 p.m. and 7:00 a.m. of the next day, pursuant to the City of Santa Fe Springs Municipal Code.

X. EMERGENCY WORK

The City may call upon the Contractor to respond to an emergency that requires immediate attention during working hours and outside of working hours. The city will be the sole judge in determining an emergency. Contractor shall be required to respond to the emergency within one (1) hour of notification by the City. Claims for additional compensation for emergency work will be paid as extra work.

Y. COMPENSATION AND BILLING

Payment for regular recurring landscape maintenance services provided under the Agreement shall be at the annual bid price, to be paid in equal monthly installments. Contractor shall only be compensated for actual services rendered in accordance with the Detailed Service Area Fee Schedule. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement after the services have been completed.

Invoices will be processed monthly for payment and remitted within thirty (30) days from receipt of invoice, if work is accomplished consistent with Agreement as determined by the Contract Administrator.

Z. DEDUCTIONS

The city may withhold and/or deduct payment to such extent as may be necessary to protect the city from loss due to:

1. Work required as identified in the Detailed Service Area Fee Schedule that is defective, incomplete or not performed, including any maintenance not performed due to inclement weather and not rescheduled.
2. Claims filed or reasonable evidence indicating probably filing of claims for damages caused by the Contractor to private or public property.
3. Expenses incurred by the City to perform work required as identified in the Detailed Service Area Fee Schedule that the Contractor performed in a defective or incomplete manner.

STANDARDS OF PERFORMANCE

The Contractor shall perform the following services:

A. MOWING

Turf shall be mowed with a properly sharpened power rotary mower to ensure a smooth surface appearance without scalping or leaving visible clippings on the turf or adjacent walkways.

The mowing heights will be adjusted according to the needs of the city or during periods of renovation. A mowing schedule shall be established and maintained. This schedule will ensure that all areas will be mowed not less than once a week. Mowing personnel shall flag broken sprinkler heads for repair.

B. EDGING

Grass along sidewalks, curbs, shrub and flowerbeds, infield baselines, outfield/infield edges, and walls shall be trimmed to a neat and uniform line. Straight edges of sports fields must be done with string. Arches of sports fields must be measured out to field specifications. Edging shall be done concurrently with each mowing. Turf edges shall be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. After mowing and edging is completed, all adjacent hardscape areas are to be cleaned. All trash and debris generated by mowing and edging shall be collected and removed immediately following the work performed.

Where trees occur in turf areas, all grass shall be removed 6 inches from the trunks of trees by approved chemicals or by hand as required. Mulch shall be applied to the base of tree trunks to reduce weed growth. String trimmers may not be used to clear turf around trees.

Contractor shall trim around all sprinkler heads as necessary to provide maximum irrigation coverage. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas using mechanical methods.

C. FERTILIZATION

Contractor will provide fertilizer and fertilize all turf areas at each City facility four (4) times per year, in accordance with the attached Pesticide and Fertilizer Schedule.

D. AERATION

Contractor will provide core aeration of all turf areas at each City facility two (2) times per year. The first aeration shall be performed in the months of March/April. The second aeration shall be performed in the months of October/November. Core aeration shall be performed removing ½ inch diameter by six (6) inch deep cores of turf, roots, and soil with tines not more than 6 inches spacing. Cores shall be pulverized over the turf surface.

Sports field infields and outfield areas; core aeration of all turf areas shall occur six (6) times per year.

E. SEASONAL OVERSEEDING

Contractor shall reseed all turf areas as identified in the Detailed Service Area Fee Schedule once a year in November, and pursuant to the Contract Administrator's authorization. The Contractor will provide all seed and materials necessary to all turf areas. All bare or sparse areas shall be seeded at the direction of the Contract Administrator.

Overseeding of sports fields shall occur twice annually-once in October/November and once in March/April-using seed types specified by the Contract Administrator.

F. WEED CONTROL

Turf areas will be maintained in as nearly a weed-free condition as reasonably possible. The Contractor will provide the chemicals. The Contractor shall apply chemicals for weed control by a Qualified Applicator Certificate (QAC) or Qualified Applicator License (QAL) in accordance with the attached Pesticide and Fertilizer Schedule.

G. ANNUAL COLOR

Contractor shall install and provide annual color flowers every two (2) months (6 times per year) at four (4) specified locations at City Hall, eight (8) specified

locations at Clarke Estate, four (4) specified locations at Heritage Park, two (2) specified locations at Friendship Park, four (4) specified location at Town Center Hall, one specified location at Telegraph Rd City Marker west end, and one specified location on Telegraph Rd median and Cedardale only. The Contractor shall provide the color flowers to the City. The Contract Administrator will identify the areas and colors at each identified City facility where the color flowers will be installed.

Annual Color Schedule

1. First two weeks in February
2. First two weeks in April
3. First two weeks in June
4. First two weeks in August
5. First two weeks in October
6. First two weeks in December

H. PLAYGROUND AREAS - PARKS AND PARKETTES

In addition to the landscape and hardscape maintenance, Contractor shall maintain the playground area surfaces by raking and blowing any leaves plus the raking of sand, wood chips, engineered wood or other surface material adjacent to and under playground equipment including but not limited to swings, slides, stairs, etc. Special attention shall be given to the landing areas for the playground equipment.

Contractor shall inform the City if additional playground surface material is required to maintain a level surface. The City shall install the surface material.

I. PRUNING

Contractor shall perform pruning of all shrubs located within each of the City's service areas to promote healthy growth habits for shape and appearance. Shrubs shall be maintained free of damaged, dead, weak, diseased or insect-infested limbs, flowers, seed heads or fruiting bodies. Contractor shall remove all clippings the same day shrubs are pruned. Pruning shall be performed as often as necessary, but not less than once per month, to maintain public safety, neat, tidy appearance and a vigorous healthy condition of all shrubs.

Contractor shall perform pruning services of low-hanging tree branches that pose a risk to public safety.

J. MAINTENANCE OF HARDSCAPE

Contractor shall maintain all hardscape areas identified in the Detailed Service Area Fee Schedule in a clean and safe condition. All litter shall be manually

removed or vacuumed. Contractor shall not be permitted to use water to clean hardscape surfaces. Contractor shall not blow dirt or debris into traffic lanes, walking paths, parking lots, planters, or pool decking.

Contractor shall maintain monument signs clean of dirt and debris. Vandalism of monument signs shall be reported to the Contract Administrator.

K. IRRIGATION SYSTEM MAINTENANCE

In accordance with State water regulations, Contractor shall be responsible for irrigating all landscaped areas as required to maintain vigorous growth rate and appearance. Consideration shall be given to the soil conditions, seasonal temperatures, wind conditions, humidity, minimizing runoff, and the relationship of conditions that affect day and night watering.

Contractor shall be responsible for maintaining all systems within the areas identified in the Detailed Service Area Fee Schedule and for the correction of coverage, sprinkler adjustments, nozzle replacements, head cleaning, minor valve and controller maintenance.

Contractor shall perform the following irrigation system maintenance services:

1. Perform periodic irrigation system checks and adjust sprinkler system function and coverage following mowing or recurring maintenance activity.
2. Establish and maintain a schedule of performing irrigation system checks.
3. Flag broken sprinkler heads for repair or replacement with each mowing or recurring maintenance activity.
4. Manually irrigate areas that do not have automatic sprinkler systems, or during periods of prolonged heat.
5. Program irrigation controllers and adjust sprinkler frequency and duration of cycle length.
6. Program controllers such that irrigation occurs between midnight and 5:00 a.m. Frequent repeat cycles may be required to germinate grass seed or reduce irrigation runoff.

L. IRRIGATION SYSTEM REPAIRS

Contractor shall perform minor (routine) repairs to the irrigation system arising from normal wear and tear at no additional cost to the City.

Minor repairs shall include but not limited to:

1. Replacement of nozzles, pop-up spray heads, rotary sprinkler heads, drip irrigation emitters, tubing and filters.
2. Repair/replacement of automatic control valve solenoids, bleed screws, diaphragms, etc.
3. Repair/replacement of broken swing joint assemblies, risers, quick couplers, etc.
4. Replacement of automatic controller batteries and other minor adjustments.

Contractor shall perform major (extraordinary) repairs, as determined by the Contract Administrator, to the irrigation system not described above for additional compensation by the City. Major repairs shall be performed as follows:

1. Contractor shall provide the City with a written estimate price to perform the major repairs. Major repairs will be billed as Extra Work following completion of the work and approval by the City.
2. The Contractor will provide all irrigation system parts for major repairs.
3. The City reserves the right to perform major repairs with its own staff or a third party.
4. Any necessary repairs to main lines over 2" will be considered as major repairs to the irrigation system. An estimate, with approval from Contract Administrator, will be required to use the extra work rate schedule before work can be performed.

V. Instructions to Bidders

Interested prospective contractors should submit a complete bid for the items/services they can provide to the city. When preparing your submittal, please refer to the list below to ensure all items have been included. All submissions must consist of the following:

- A. Cover/Introductory Letter that includes the following:
 - Business name
 - Address
 - Contact Person Name/Title
 - E-mail Address
 - Phone Number
 - Statement of Capabilities (description of your firm's ability to provide the items/services described in the scope of work/services, number of years in service/operation, number of personnel, and describe any relevant experience)

- B. Cost Proposal (Please use the Line-Item Tab in PlanetBids to submit your pricing for the requested items. Supplemental attachments that provide additional information are acceptable)
- C. References (See Attachment A)
- D. Non-Collusion Affidavit (See Attachment B)

VI. Process for Submitting Bids

All bids must be submitted electronically via PlanetBids. Submissions must be received by Tuesday, August 5, 2025, at 2 pm Pacific. Submissions will not be accepted after this deadline. Faxed, mailed, or e-mailed submissions will not be accepted.

To access the City's PlanetBids website, please visit:

<https://vendors.planetbids.com/portal/65093/portal-home>

Prospective bidders must register with PlanetBids before being able to view or submit a response.

VII. Inquiries/Questions

Inquiries/questions regarding this solicitation must be submitted via PlanetBids by Tuesday, July 22, 2025, at 2 pm Pacific.

VIII. Submission Criteria

The city may contact and evaluate the bidder's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of submission; and seek and review any other information deemed pertinent to the evaluation process.

After submissions have been reviewed, discussions with bidders may or may not be required. An electronic notice may be sent to the selected contractors. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing contractors unless an agreement is reached. If contract negotiations cannot be concluded successfully and expeditiously, the City may negotiate with another bidder or withdraw the solicitation.

IX. Prevailing Wages (If Applicable)

Legislation by the State of California imposes prevailing wage requirements on the work to be performed by the vendor/contractor during the term of this Agreement.

Department of Industrial Relations (DIR) Registration Requirements:

No vendor/contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations under

Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No vendor/contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5.

This vendor/contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Vendor/Contractor acknowledges and agrees that it is responsible for compliance with all state law requirements governing employment and payment of apprentices, as outlined in Labor Code section 1777.5, and elsewhere, which are fully incorporated herein by this reference.

X. Wage Rates for State-funded Projects/Contracts (if Applicable)

Bid specifications require the vendor/contractor and any subcontractors to pay prevailing wage ("Prevailing Wage Rates") to persons employed by them for work under this contract. Following the provisions of Section 1773 of the Labor Code of the State of California, the City has ascertained the general prevailing wage scales applicable to the work to be done. The prevailing wage scales are those determined by the Director of Industrial Relations, State of California.

The State prevailing wage rates determination is available directly from the State of California Director of Industrial Relation's home page, www.dir.ca.gov/dlsr/.

XI. Standard Terms and Conditions

- A. Specifications and Qualifications:** Bidders shall carefully review all specifications, drawings, scopes of work, and any other bid requirements, including but not limited to insurance, bonding, licensing, references, affidavits, certifications, etc. that may be called for in the bid documents, to ensure qualifications and submission of a responsive bid or proposal. All requirements specified in the bid documents will be made a part of any contract with the successful bidder.
- B. Questions:** Any questions concerning this bid request are to be directed in writing to the City's Procurement Manager or the person named in the bid documents electronically by the date indicated in the bid. In the event no specific date is indicated, questions are due no later than seven (7) calendar days prior to the scheduled bid submittal date. Attempts to obtain information from other City employees or representatives during the bid cycle may disqualify a bidder. Answers to such inquiries, as well as any revision, deletion, or addition to the bid, will be posted on the City's PlanetBids website. Bidders should check the website for any addendums prior to submitting their bid.

- C. Price Errors/Discrepancies:** In the event of discrepancies between totals, unit price extensions, and summaries of totals, the unit price correctly extended will control.
- D. Single or Multiple Awards:** If more than one item appears on the bid proposal form and no statement to the contrary is set forth therein, the City reserves the right to:
1. Make multiple awards based on prices submitted; or
 2. Make one award based on the total price of all items.
- E. Open Competition:** The city encourages all qualified business firms to submit proposals. The Department of Finance will assist by providing detailed instructions, procurement policies, and other relevant information upon request to any potential bidder seeking assistance.
- F. Federally Funded Purchases:** For projects designated as federally funded, the successful bidder will be required to certify prior to award that it has a written affirmative action program and complies with all federal, state, and local laws and regulations about affirmative action and non-discrimination.
- The vendor/contractor must also certify that they have not been disbarred and comply with any additional Federal regulations that may be indicated within the specific bid documents. When this provision applies to the bid, this certification shall be made on the bid form that will be provided with the bid documents.
- G. New Materials:** Unless a bid specification calls for used, refurbished or recycled materials, all items or materials bid and supplied to the city are to be new, unused products.
- H. Alternates/Substitutions:** When bidding for an item believed to be equal to that specified where equals are called for, sufficient supporting data to enable the City to determine whether the proposed item is equal must accompany your bid. Vendors/contractors should refer to the specification pages to determine if alternate products or specifications will be considered, and to determine any pre-qualification requirements that may be applicable.
- I. Exceptions:** Exceptions to the City's specifications, terms, or conditions taken at the time of or after bid submittal may render the bid non-responsive and result in disqualification. Vendors/contractors wishing to request such exceptions are asked to notify the city of such a request prior to the bid due date to allow for consideration and notification of acceptance or rejection of such request.
- J. Scoring/Rating:** The evaluation is based on weighted scores for various categories including price. Scoring criteria is summarized below:

- Experience in performing similar work for other Municipalities (35 percent)
- Capability to perform the work based on staffing and equipment (25 percent)
- Quality of work previously performed by the contractor as verified by reference checks (20 percent)
- Annual total fee proposal (20 percent).

- K. Lowest Responsive, Responsible Bidder:** It is understood that, except as may be otherwise expressly provided in the bid documents, the award will be made to the lowest responsive, responsible bidder where the bids are for identical items or supplies, subject to the right to reject any bids. When bids call for articles or supplies that are similar but of different brands or make, the city may accept the bid of the bidder who submits the article or supply which, in the City's judgment, is deemed best for the city, although it may not be the lowest bid.
- L. Sales Tax/Taxes:** The City's sales tax rate is 10.75%. When submitting their response, bidders should submit their bid prices without including sales taxes, unless requested to do so. The city is exempt from Federal Excise tax.
- M. Informality or Irregularity:** The City reserves the right to waive any informality or irregularity in a bid when it is to the City's advantage and best interest to do so. It is further understood that if the bidder to whom any award is made fails to enter into an agreement in a timely manner, the award may be made to the next lowest responsible bidder, who shall be bound to perform as if he had received the award in the first instance.
- N. Discounts/Rebates:** All discounts or proposed rebates must be incorporated as reductions in the bid prices and not shown separately. The price shown in the unit price and its extension shall be used in determining the award.
- O. Payment Terms:** The City's standard payment terms are net 30 days. Payment will be made within thirty days of acceptance of goods or services and receipt of invoice, whichever occurs last. Discount payment terms may be offered; however, they will not be considered in determining the lowest responsive bid award.
- P. Non-Collusion:** By submitting a bid, the bidder certifies that they have not divulged, discussed, or compared their bid with other bidders, nor colluded with any other bidder or parties to the request for bid.
- Q. Applicable Laws:** All applicable laws and regulations of the State of California, County of Los Angeles, and City of Santa Fe Springs will apply to any resulting agreement, contract, or purchase order. Bidders are responsible to comply with all Federal, State and local rules, regulations and requirements applicable to their provision of the items and/or services to the City.

- R. Patents, Royalties, and License Fees:** Should any articles being bid be protected by patent, copyright, royalties, and/or license fees, the successful bidder shall include any such royalties or license fees in their bid price and defend all suits or claims for infringement of any patent right against the City. The successful bidder shall hold the City of Santa Fe Springs harmless from any loss on account thereof and cost and attorney's fees incurred, therefore.
- S. Quality Guaranty:** All items furnished shall be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the city. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards represented by the supplier, the City shall reject same. The supplier will refund the money which has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a warranty of at least twelve (12) months on workmanship, parts, and labor.
- T. Hold Harmless and Indemnification:** The successful bidder shall agree to indemnify, defend, and hold harmless the City (including its officers and employees) from and against any claims of any kind or nature presented against the City arising out of vendor/contractor's (including employees, representatives, products and subcontractors) performance under any purchase order or Agreement resulting from this bid, excepting only such claims, costs or liability which may arise out of the sole negligence of the City.
- U. Bonding and Insurance Requirements:** Some purchases may require bonding and/or insurance. Specific requirements will be stated in the applicable bid documents. In the event bonding is required, bonds shall be submitted in a form acceptable to the City. When work is performed on City property, the City's standard insurance requirements (shown below) will apply unless otherwise indicated.

Commercial General Liability	\$2,000,000
Business Automobile Liability	\$1,000,000
Professional Liability or Errors and Omissions	\$2,000,000
Workers' Compensation and Employer's Liability	\$1,000,000
Cyber Liability Insurance	\$1,000,000
Tech. Professional Liability Errors & Omissions	\$2,000,000

City of Santa Fe Springs to be named as an Additional Insured. In addition, coverage shall be primary non-contributory. All policies shall provide for a minimum of thirty (30) days written notice of any change or cancellation. Insurance policies to be in form and written through companies acceptable to the City.

Vendors/contractors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The

request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

V. Addenda: Any changes, deletions, or additions to this bid solicitation will be made by addendum numbered sequentially and posted via PlanetBids.

W. Right to Reject: The City of Santa Fe Springs reserves the right to accept or reject any/all bids.

X. Extension to Other Public Agencies: The awarded vendor/contractor(s), at their discretion, offer the prices, terms, and conditions of this bid may be extended to governmental agencies with the mutual Agreement of both the entity and vendor/Contractor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the Contractor. The city will not be held responsible for any dispute arising from such an agreement.

Please review:

Attachment A – References

Attachment B – Non-Collusion Affidavit

Attachment C – Draft GSA



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RFB 25-2
Landscape Maintenance Services
ATTACHMENT A – References
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____



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

**RFB 25-2
Landscape Maintenance Services
ATTACHMENT B – Non-Collusion Affidavit**

PLEASE SUBMIT THIS NONCOLLUSION DECLARATION WITH YOUR BID DOCUMENTS/PROPOSAL

The undersigned declares:

I, _____ [your name], am a representative
of _____ [entity bidding], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], a _____ [city],
_____ [state].

Bidder's Name (Printed): _____

Bidder's Entity Name: _____

Bidder's Signature: _____

Bidder's Title: _____

[Insert City Mark]

2025
CONTRACT SERVICES AGREEMENT
(Contractor: [NAME])
(Nature of Engagement: Landscape Maintenance Services)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2025 (the "Effective Date") by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and [CONTRACTOR NAME] (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services and tasks necessary to achieve its purpose; and

WHEREAS, CITY requires landscape maintenance services; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement.

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

Section 1. Recitals

The Recitals set forth above and true and correct and incorporated herein to this Agreement by this reference.

Section 2. Term.

- A. This Agreement shall have a term of three (3) years commencing on the Effective Date. Time is of the essence for this Agreement.
- B. The City shall have the sole option to extend the Agreement term for two (2) additional, one (1) year terms. CITY will provide CONTRACTOR with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto. CONTRACTOR shall provide CITY written acceptance to extend the Agreement term within ten (10)

days of service of CITY's written notice to extend the term.

- C. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

Section 3. Scope of Work.

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "**INSERT TITLE OF CITY REQUEST FOR PROPOSAL**" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "**INSERT TITLE OF CONSULTANT PROPOSAL**" (hereinafter, the "CONTRACTOR Proposal"). The term "Scope of Services" shall be a collective reference to the CITY RFP and CONTRACTOR Proposal. The capitalized term "Work" or "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services, attached hereto as **Exhibit "A"** to this Agreement and incorporated herein by this reference. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONTRACTOR Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.
- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- C. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Work to be performed under this Agreement; and (ii) has carefully considered how the Work should be performed. CONTRACTOR will inspect any location where the Work is to be performed and acquaint itself with the conditions of the location before commencing any of the Work requested by CITY. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Work, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.
- D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and/or acceptance of the Work performed by CITY, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or

additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

Section 4. Performance of Work.

- A. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
1. A detailed description of the specific services or tasks requested;
 2. The location of where the particular services or tasks are to be performed, if applicable;
 3. A timeline for completing the requested services or tasks;
 4. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 5. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONTRACTOR shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth above. Once a written Work Order is received, CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the tasks and services as set forth in the Work Order or the Scope of Work. CONTRACTOR shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents.
- C. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.
- D. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- E. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- F. CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, including all applicable Cal/OSHA and wage law and regulations in the performance of this Agreement.

Section 5. Compensation.

- A. CONTRACTOR shall be compensated for Work performed in accordance with the Schedule of Compensation, attached hereto as **EXHIBIT "B"** (the "Approved Rate Schedule") and incorporated herein by this reference. The foregoing notwithstanding, CONTRACTOR's total compensation may not exceed the aggregate sum of **[TYPE OUT DOLLAR AMOUNT] (\$number)** (hereinafter, the "Not-to-Exceed Sum"). In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior

to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- B. CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work requested by CITY.
- C. Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the Work performed and completed during the recently concluded calendar month, including the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice should identify the request or work order under which the Work was provided; the number of hours worked in the recently concluded calendar month; the personnel responsible for performing the Work performed; the rate of compensation at which such Work was performed, the subtotal for each Work performed and a grand total for all Work performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

Section 6. Standard of Care.

- A. CONTRACTOR represents, acknowledges, and agrees as follows:
 - 1. CONTRACTOR shall perform all Work consistent with and adhering to the professional standard of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
 - 2. CONTRACTOR represents all personnel assigned to perform the Work for CITY under this Agreement shall possess the skill, training, and experience necessary to competently perform the Work and shall at all times possess and maintain all licenses, permits, certifications and/or qualifications legally required to perform the Work and make the same available to CITY for copying and inspection;
 - 3. CONTRACTOR shall perform and complete all Work in a manner that is reasonably satisfactory to CITY;
 - 4. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all applicable schedules of performance; and
 - 5. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools, and materials necessary, in the

reasonable opinion of CITY, to perform all Work in compliance with the standard of care set forth in this Section and time to complete all Work as specified by the Scope of Work or other written order.

6. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the CITY Representative's sole and absolute discretion.
- B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any Work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR further acknowledges, understands, and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.

Section 7. Representatives.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be James Enriquez, Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to keep the City Representative informed of the progress of all Work provided. CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative. Except as otherwise provided under this Agreement, written notice to City Representatives shall constitute notice to the CITY.
- B. Contractor Representative. For the purposes of this Agreement, [NAME, TITLE], is hereby designated as the primary representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the performance of all Work, using his/her best skill and attention. The Contractor Representative shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Work under this Agreement.

Section 8. Contractor's Personnel.

- A. CONTRACTOR shall be solely responsible for the satisfactory performance of all

personnel working on CONTRACTOR's behalf in the performance of this Agreement.

- B. If at any time during the term of this Agreement, CITY requests the removal of any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants assigned by CONTRACTOR to perform on CONTRACTOR's behalf under this Agreement, CONTRACTOR shall remove such officers, employees, agents, contractors, subcontractors or subconsultants immediately upon receiving notice from CITY.
- C. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

Section 9. Provisions Applicable to Work Constituting Public Works Under Labor Code Section 1720.

- A. The provisions of this Section shall apply to the extent any of the Work to be performed by CONTRACTOR constitute a "public work" within the meaning of Sections 1720 *et seq.* of the Labor Code. CONTRACTOR is responsible for complying with Labor Code Sections 1720 *et seq.*, which is briefly summarized in this Section.
- B. Hours of Work.
 - 1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work subject to this Section shall constitute a legal day's work under this Agreement.
 - 2. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work subject to this Section is limited to eight (8) hours during any one calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with Labor Code Section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week at not less than one-and-one-half times the basic rate of pay.
 - 3. CONTRACTOR and its subcontractors shall forfeit as a penalty to the CITY Twenty Five Dollars (\$25) for each worker employed in the performance of the Work subject to this Section for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of Labor Code Section 1810 *et seq.*

C. Wages.

1. In accordance with Labor Code Section 1773.2, the CITY has determined the general prevailing wages for the locality in which Work subject to the Section are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file at the CITY and shall be made available on request. CONTRACTOR and subcontractors engaged in the performance of the Work subject to this Section shall pay no less than these rates to all persons engaged in performance of the Work subject to this Section.
2. CONTRACTOR and any subcontractors engaged in performance of the Work subject to Labor Code Sections 1720 *et seq.* shall comply with Labor Code Section 1775, which establishes a penalty of up to Two Hundred Dollars (\$200) per day for each worker engaged in the performance of the Work and where CONTRACTOR or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of CONTRACTOR or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if CONTRACTOR or subcontractor had knowledge of their obligations under the California Labor Code. CONTRACTOR or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work subject to Labor Code Sections 1720 *et seq.* is not paid the general prevailing per diem wages by the subcontractor, CONTRACTOR is not liable for any penalties therefore unless CONTRACTOR had knowledge of that failure or unless CONTRACTOR fails to comply with all of the following requirements:
 - (i) The contract executed between CONTRACTOR and the subcontractor for the performance of part of the Work subject to Labor Code Sections 1720 *et seq.* shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (ii) CONTRACTOR shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 - (iii) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not

limited to, retaining sufficient funds due the subcontractor for performance of the Work subject to this Section.

- (iv) Prior to making final payment to a subcontractor, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the Work subject to this Section and any amounts due pursuant to California Labor Code Section 1813.
3. In accordance with Labor Code Section 1776, CONTRACTOR and each subcontractor engaged in performance of the Work subject to Labor Code Sections 1720 *et seq.* shall keep accurate payroll records showing the name, address, social security number, work, straight time, and overtime hours worked each day and week, and the actual *per diem* wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work subject to Labor Code Sections 1720 *et seq.* Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (i) The information contained in the payroll record is true and correct.
 - (ii) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to Labor Code Section 1776 shall be certified and shall be available for inspection by the CITY and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with Labor Code Section 1776.

4. In accordance with Labor Code Section 1777.5, CONTRACTOR, on behalf of itself and any subcontractors acting on CONTRACTOR's behalf in performance of the Work subject to Labor Code Sections 1720 *et seq.*, shall be responsible for ensuring compliance with Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
5. In case it becomes necessary for CONTRACTOR and any subcontractors performing Work on CONTRACTOR's behalf to employ for the Work subject to Labor Code Sections 1720 *et seq.* any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, CONTRACTOR shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to specific Work subject to Labor Code Sections 1720 *et seq.* to be performed by that person. The minimum rate thus

furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Section 10. Conflicts of Interest.

- A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONTRACTOR in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- B. CONTRACTOR will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*). CONTRACTOR shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code Section 1090 *et seq.* CONTRACTOR warrants and represents that no owner, principal, partner, officer, or employee of CONTRACTOR is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONTRACTOR was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code Section 1090 *et seq.*, the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090.
- C. CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid, nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty.

Section 11. Independent Contractor. CONTRACTOR shall at all times in the performance of this Agreement be an independent contractor and shall not be an employee of CITY or engaged in any joint venture relationship with the CITY. CONTRACTOR shall determine the method, details, and means of performing all of the Work to be performed by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement

and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors performing the Work under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

Section 12. Non-Discrimination.

- A. CONTRACTOR represents that it is an equal opportunity employer and shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any Work provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Work that is the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.
- B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 *et seq.*) and the applicable regulations promulgated hereunder (Cal. Code Regs., Title 2, §11000 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 *et seq.*, set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to provide the Work under this Agreement.

Section 13. Indemnification and Duty to Defend.

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to

arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants, or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify the Indemnitees against any such negligence. The foregoing notwithstanding, nothing in this Section shall be construed to encompass (i) Indemnitees' sole negligence or willful misconduct to the extent that the Agreement is subject to Civil Code Section 2782(a), or (ii) CITY's active negligence to the extent that the underlying Agreement is subject to Civil Code Section 2782(b).

- B. CONTRACTOR agrees, at its sole cost and expenses, to promptly defend Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever. The duty of CONTRACTOR to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees. CONTRACTOR's obligation to defend the Indemnitees shall be at CONTRACTOR's sole expense, and not be excused because of CONTRACTOR's inability to evaluate liability or because the CONTRACTOR evaluates liability and determines that the CONTRACTOR is not liable. This duty to defend shall apply whether a claim, demand, cause of action, or proceeding has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively or concurrently negligent, or which otherwise assert that the Indemnitees are responsible, in whole or in part, for any damage, cost, expense, liability, claim, demand, cause of action, proceeding, expense, judgement, penalty, or lien. CONTRACTOR agrees to provide this defense immediately upon written notice from CITY with well qualified, adequately insured and experienced legal counsel acceptable to the CITY. Should conflict of interest principles preclude a single attorney from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's attorney unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the Indemnitees with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless, or wrongful act, omission, or performance.
- C. Attorneys and other professionals employed by CONTRACTOR to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from

CONTRACTOR because of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

- D. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend Indemnitees from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- E. CITY does not and shall not waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement.
- F. The indemnification duty established under this Section is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. The hold harmless and indemnification provisions of this Section shall apply regardless of whether any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- G. Payment is not required as a condition precedent to an Indemnitee's right to recover under the indemnification provisions of this Section, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under such indemnification provisions. CONTRACTOR shall pay Indemnities for any attorney's fees and costs incurred in enforcing this indemnification provision.
- H. CONTRACTOR's obligations under this Section or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws.
- I. The provisions of this Section shall survive the termination or expiration of this Agreement and the completion of all Work contemplated under this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement.

Section 14. Insurance.

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss, or damage.
 2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII.
- D. Prior to commencement of any Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement. CONTRACTOR warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Section on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested. CONTRACTOR acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement.
- E. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- F. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot

be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- G. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- H. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- I. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- J. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- K. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 13 of this Agreement.
- L. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- M. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Section shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

Section 15. Records and Inspection. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the

performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the Work hereunder, and the CITY shall have access to such records in the event any audit is required. This Section shall survive the termination or expiration of the Agreement.

Section 16. Termination.

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Upon such termination for convenience, CONTRACTOR will be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager, or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause as provided herein. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of the Services. CONTRACTOR will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this

Agreement is false or erroneous in any material respect.

1. CONTRACTOR shall cure the following Event of Default within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default; that the Event of Default cannot be reasonably cured within the 30-day cure period; and CONTRACTOR is diligently pursuing to cure the Event of Default. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iii. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Work required by this Agreement.

Section 17. Force Majeure. Performance of Work under this Agreement may be waived in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

Section 18. Confidentiality. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONTRACTOR without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

Section 19. Notices. Except as otherwise expressly provided in this Agreement, all notices permitted or required under this Agreement shall be given to the respective Parties must be in writing and may be given personally, by registered or certified mail (return receipt requested), Federal Express, UPS or other similar couriers. If notice is personally delivered, the notice shall be deemed to have been given and received on the date notice was given. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received three (3) days after the notice is deposited in the United States mail. If notice is given by Federal Express, UPS, or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on the receipt issued by the courier. Notice shall be provided to the following addresses:

If to CITY:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: James Enriquez,
Director of Public Works
Phone: (526) 868-0511

If to CONTRACTOR:

[CONTRACTOR NAME]
[ADDRESS]
Attn: [NAME, TITLE]
Phone: (xxx) xxx-xxx

Section 20. Assignment. The skills, training, knowledge, and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 21. Attorneys' Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

Section 22. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document attached or incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 23. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of CONTRACTOR each represent and warrant that they have the legal power, right and actual authority to bind CONTRACTOR to the terms and conditions of this Agreement.

Section 24. Governing Law; Jurisdiction. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 25. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 26. Captions. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 27. Counterparts. This Agreement may be executed in any number of

counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

Section 28. No Third-Party Benefit. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SANTA FE SPRINGS:

[CONTRACTOR]:

By: _____
René Bobadilla
City Manager

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____
Fernando Muñoz
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Rick Olivarez
City Attorney

Date: _____

EXHIBIT “A”
SCOPE OF SERVICES

DRAFT

EXHIBIT “B”
SCHEDULE OF COMPENSATION

DRAFT

PROPOSER NAME: _____

**CITY OF SANTA FE SPRINGS
LANDSCAPE MAINTENANCE SERVICES
FEE SCHEDULE**

SERVICE AREA	MONTHLY TOTAL	ANNUAL TOTAL
#1 – MEDIANS AND PARKWAYS	\$	\$
#2 - PARKS AND PARKETTES	\$	\$
#3 - FACILITIES	\$	\$
GRAND TOTAL	\$	\$

To view city landscape maintenance area maps please access the link below:

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fapp.box.com%2Fs%2Fcrn700xu9kmmm2uwuph2hl2n3ahgp0hh&data=05%7C02%7Ckevinperiman%40santafesprings.gov%7C824806dd684c49c1701208dda382d0a4%7C5075696da75240d9ac6ea2e89a21c92f%7C0%7C0%7C638846504432920049%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIlwLjAuMDAwMCIslIAiOiJXaW4zMlIsIkFOljoitW FpbCIsIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=MZ17kgIU72QNZV8%2Fhovk5JgBTay789Kx1d0DQtSjh3g%3D&reserved=0>

The Contract will be awarded based on the Grand Total

PROPOSER NAME _____

**DETAILED SERVICE AREA FEE SCHEDULE
SERVICE AREA #1 – MEDIANS AND PARKWAYS**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-01	Alondra Blvd (weekly) Median Shoemaker Rd to Valley View Ave (45,432 SF)	\$ _____	\$ _____
M-02	Bloomfield Ave (weekly) Greenbelt Telegraph Rd to Heritage Springs Dr (18,357 SF)	\$ _____	\$ _____
M-03	Bloomfield Ave (weekly) Median Telegraph Rd to Lakeland Ave (23,165 SF)	\$ _____	\$ _____
M-04	Broaded St (weekly) Greenbelt Millergrove Dr to Alburtis Ave (16,569 SF)	\$ _____	\$ _____
M-05	Carmenita Road – South Center Median (weekly) Median Alondra Blvd to Imperial Hwy (26,623 SF)	\$ _____	\$ _____
M-06	Carmenita Road (weekly) Hardscape/Planters Foster Rd to Cambridge St (36,546 SF)	\$ _____	\$ _____
M-07	Florence Ave (weekly) Hardscape/Planter Bloomfield Ave to Norwalk Blvd (61,727 SF)	\$ _____	\$ _____
M-08	Florence Ave (weekly) Median West City Boundary to Carmenita Rd (77,928 SF)	\$ _____	\$ _____

PROPOSER NAME _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-09	Florence Ave (weekly) Greenbelt Orr & Day Rd to Ringwood Ave (24,878 SF)	\$ _____	\$ _____
M-10	Getty Drive (weekly) Planter Cul-de-sac to Lakeland Dr (5,707 SF)	\$ _____	\$ _____
M-11	Imperial Highway (weekly) Hardscape/Planter Bloomfield Ave to Transportation Dr (18,354 SF)	\$ _____	\$ _____
M-12	Imperial Highway (weekly) Median Bloomfield to Transportation Dr (10,000 SF)	\$ _____	\$ _____
M-13	Los Nietos Sound Wall (weekly) Greenbelt/Planter Pioneer Blvd to Railroad Tracks (8,788 SF)	\$ _____	\$ _____
M-14	Meyer Road (weekly) Median Shoemaker Ave to Painter Ave. (5,335 SF)	\$ _____	\$ _____
M-15	Motor Center (weekly) Greenbelt Firestone Blvd and Bloomfield Ave (12,746 SF)	\$ _____	\$ _____
M-16	N/E Corner of Florence & Laurel (weekly) Greenbelt Florence Ave and Laurel Ave (7,713 SF)	\$ _____	\$ _____
M-17	Norwalk Blvd (weekly) Median North City Boundary to Clark St (5,256 SF)	\$ _____	\$ _____

PROPOSER NAME _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-18	Orr & Day Road (weekly) Greenbelt Otto St to Davenrich St (19,221 SF)	\$ _____	\$ _____
M-19	Orr & Day Road (weekly) Median/Planter Florence Ave to Pioneer Blvd (50,756 SF)	\$ _____	\$ _____
M-20	Orr & Day Road (weekly) Greenbelt Florence Ave to Pioneer Blvd (20,512 SF)	\$ _____	\$ _____
M-21	Pioneer Blvd (weekly) Greenbelt Navojoa Pl to Mersin Pl (4,972 SF)	\$ _____	\$ _____
M-22	Pioneer Blvd (weekly) Median Florence Ave to Rivera Rd (95,900 SF)	\$ _____	\$ _____
M-23	Pioneer Blvd (weekly) Greenbelt Florence Ave to Dunning St (15,111 SF)	\$ _____	\$ _____
M-24	Santa Fe Springs Parking Lot (weekly) Planter Davenrich St (58,400 SF)	\$ _____	\$ _____
M-25	Santa Fe Springs Road (weekly) Median Telegraph Rd to Los Nietos Rd (29,985 SF)	\$ _____	\$ _____
M-26	Santa Fe Springs Road (weekly) Greenbelt/Planter McCann Dr to Los Nietos Rd (73,408 SF)	\$ _____	\$ _____

PROPOSER NAME _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-27	Slauson Ave (weekly) Median/Planter Sorensen Ave to Santa Fe Springs Rd (35,022 SF)	\$ _____	\$ _____
M-28	Sorenson Ave (weekly) Median Washington Blvd to Slauson Ave (3,981 SF)	\$ _____	\$ _____
M-29	Telegraph Road (weekly) Greenbelt NW Corner of Telegraph Rd and Laurel Ave (8,411 SF)	\$ _____	\$ _____
M-30	Telegraph Road (weekly) Median Cedardale Dr to City Boundary (117,554 SF)	\$ _____	\$ _____
M-31	Telegraph Road (weekly) Greenbelt/Planter NW Corner of Telegraph Rd and Bloomfield Ave (9,909 SF)	\$ _____	\$ _____
M-32	Telegraph Road (weekly) Greenbelt/Planter Bloomfield Ave to 1400 feet east (76,547 SF)	\$ _____	\$ _____
M-33	Telegraph Road (weekly) Greenbelt/Planter Telegraph Rd @ Railroad Overpass (13,993 SF)	\$ _____	\$ _____
M-34	Telegraph Road (weekly) Greenbelt/Planter Telegraph Rd to Pioneer Blvd (13,993 SF)	\$ _____	\$ _____
M-35	Washington Blvd (weekly) Median Norwalk Blvd to City Boundary (8,568 SF)	\$ _____	\$ _____

		PROPOSER NAME _____	
<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-36	Valley View Ave (weekly) Parkway NW Corner Valley View Ave and Stage Rd (1,525 SF)	\$ _____	\$ _____
M-37	Borate St (weekly) Parkway Frontage of Water Well No. 12 (1,765 SF)	\$ _____	\$ _____
M-38	Heritage Corporate Center (weekly) Flag Court and Parkway Norwalk Blvd and Telegraph Rd (19,389 SF)	\$ _____	\$ _____
M-39	Carmenita Overpass South of 5 Freeway (weekly) Parkway Eastside of bridge at Freeway Drive (16,400 SF)	\$ _____	\$ _____
M-40	Firestone Blvd at Carmenita Pl (weekly) Median South of 5 Freeway (7,200SF)	\$ _____	\$ _____
M-41	Shoemaker Bridge at Firestone Blvd. (weekly) Parkway South of 5 Freeway Eastside of Bridge (22,500SF)	\$ _____	\$ _____
M-42	Los Nietos Rd. (South HOA Area) (weekly) Southside Los Nietos Rd Pioneer to Morrill Planter (8,139 SF)	\$ _____	\$ _____
M-43	Norwalk Business Center Art Walkway (weekly) Telegraph Rd and Norwalk Blvd NE Corner Parking Lot area Planter (6,304 SF)	\$ _____	\$ _____
M-44	Florence Ave Median Planter (weekly) Overpass of 5 freeway (3,645 SF)	\$ _____	\$ _____
SUBTOTAL M-01 thru M-44		\$ _____	\$ _____
<u>ENTER SUBTOTAL M-01 THRU M-44 IN THE FEE SCHEDULE UNDER MEDIANS AND PARKWAYS</u>			

PROPOSER NAME _____

DETAILED SERVICE AREA FEE SCHEDULE
SERVICE AREA #2 – PARKS AND PARKETTES

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-01	Alburtis Ave Walkway (weekly) Hardscape/Landscape Alburtis Ave to Fallon Ave (9,906 SF)	\$ _____	\$ _____
P-02	Bradwell (weekly) Parkette Hardscape/Landscape Bradwell Ave @ Terradell St (12,912 SF)	\$ _____	\$ _____
P-03	Davenrich Cul-De-Sac (weekly) Parkette Cul-de-sac to 605 Freeway Sound Wall (5,984)	\$ _____	\$ _____
P-04	Davenrich (weekly) Parkette Davenrich St at Longworth Ave (10,285)	\$ _____	\$ _____
P-05	Florence Avenue (weekly) Parkette/City Monument Sign NW Corner of Florence Ave and Pioneer Blvd (5,144 SF)	\$ _____	\$ _____
P-06	Florence Avenue (weekly) Parkette SW Corner of Florence Ave and Pioneer Blvd (4,122 SF)	\$ _____	\$ _____
P-07	Heritage Park –Groundskeeper Services Park Parking Lots (daily-except Wednesdays)	\$ _____	\$ _____
P-08	Heritage Park –Groundskeeper Services Special Events On-Call Services Sat/Sun (4 hr. minimum) April – November (8 mos.)	\$ _____	\$ _____

PROPOSER NAME _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-09	Jersey/Clarkman Walkway (weekly) Hardscape Jersey Ave to Clarkman St (14,262 SF)	\$ _____	\$ _____
P-10	Lake Center Park (weekly- Athletic Fields) Park Florence Ave to Clarkman St (510,000 SF)	\$ _____	\$ _____
P-11	Lake Center Park Entry (weekly) Greenbelt/Planter Florence Ave to Clarkman St (8,788 SF)	\$ _____	\$ _____
P-12	Lakeview Park (weekly) Park Joslin Street/Jersey Ave (255,500 SF)	\$ _____	\$ _____
P-13	Little Lake Park (weekly – Athletic Fields) Park Pioneer Blvd/Lakeland Rd (786,057 SF)	\$ _____	\$ _____
P-14	Longworth Ave (weekly) Parkette Darcy St at Longworth Ave (13,989 SF)	\$ _____	\$ _____
P-15	Los Nietos Park (weekly – Athletic Fields) Park Charlesworth Rd to Broaded St (549,000 SF)	\$ _____	\$ _____
P-16	Mersin Garden (weekly) Parkette Telegraph Rd and Bartley Ave (11,532 SF)	\$ _____	\$ _____
P-17	Santa Fe Springs Park (weekly) Park Davenrich St to San Gabriel River (538,000 SF)	\$ _____	\$ _____

		PROPOSER NAME _____	
<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-18	SFS Athletic Fields (weekly – Athletic Fields) Park Jersey Ave and Pioneer Blvd (275,999 SF)	\$ _____	\$ _____
P-19	Smith Ave Triangle (weekly) Parkette Alburtis Ave to 750 feet East (31,400 SF)	\$ _____	\$ _____
P-20	Sculpture Gardens (weekly) Park Mora Dr at Ontiveros Pl (189,964 SF)	\$ _____	\$ _____
P-21	Neighborhood Center (weekly) Greenbelt/Planter Navojoa Pl to Placita Pl (28,290 SF)	\$ _____	\$ _____
P-22	Post Office (weekly) Greenbelt Telegraph Rd (8,807 SF)	\$ _____	\$ _____
P-23	Town Center Walkway (weekly) Greenbelt/Hardscape/Planter (38,012 SF)	\$ _____	\$ _____
P-24	Telegraph Rd & Norwalk (Bi-Monthly) Empty Lot (NW corner) (38,012 SF)	\$ _____	\$ _____
P-25	Lakeland & Laurel (Bi-Monthly) Empty Lot (NE Corner) (32,307 SF)	\$ _____	\$ _____
SUBTOTAL P-01 thru P-25		\$ _____	\$ _____

ENTER SUBTOTAL P-01 THRU P-25 IN THE FEE SCHEDULE SUMMARY UNDER PARKS AND PARKETTES

PROPOSER NAME _____

**DETAILED SERVICE AREA FEE SCHEDULE
SERVICE AREA # 3 – FACILITIES**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
F-01	Aquatic Center (weekly) Greenbelt/Planter Pioneer Blvd to Clarke Estate (18,867 SF)	\$ _____	\$ _____
F-02	City Hall – Groundskeeper Services Parking Lots Planters/Hardscape	\$ _____	\$ _____
F-03	City Yard (weekly/ bi-weekly Nov-Feb) Greenbelt Emmens Way (11,538 SF)	\$ _____	\$ _____
F-04	Civic Center (weekly) Greenbelt/Hardscape Telegraph Rd and Pioneer Blvd (85,406 SF)	\$ _____	\$ _____
F-05	Clarke Estate – Groundskeeper Services Park/Planters/Hardscape	\$ _____	\$ _____
F-06	Clark Estate –Groundskeeper Services Special Events On-Call Services – 4 hr. minimum (After normal work hours, weekends and holidays) April – November (8 mos.)	\$ _____	\$ _____
F-07	Fire Station Headquarters (weekly) Greenbelt Greenstone Ave (11,762 SF)	\$ _____	\$ _____
F-08	Fire Station No. 4 (weekly) Greenbelt Telegraph Rd (2,400 SF)	\$ _____	\$ _____

		PROPOSER NAME _____	
<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
F-09	Fire Station No.1 (weekly) Patios, Pond and Back Parking Areas 11300 Greenstone (43,518 SF)	\$ _____	\$ _____
F-10	Fire Station No. 2 (weekly) Front Landscape 8634 Dice Rd. (4,404 SF)	\$ _____	\$ _____
F-11	Fire Station No. 3 (weekly) Front Landscape 15517 Carmenita Rd (2,061 SF)	\$ _____	\$ _____
SUBTOTAL F-01 thru F-11		\$ _____	\$ _____

To view city landscape maintenance area maps please access the link below:

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fapp.box.com%2Fs%2Fcrn700xu9kmmm2uwuph2hl2n3ahgp0hh&data=05%7C02%7Ckevinperiman%40santafesprings.gov%7C824806dd684c49c1701208dda382d0a4%7C5075696da75240d9ac6ea2e89a21c92f%7C0%7C0%7C638846504432920049%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlslkFOljoITWFpbCIsIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=MZ17kgIU72QNZV8%2Fhovk5JgBTay789Kx1d0DQtSjh3g%3D&reserved=0>

ENTER SUBTOTAL F-01 THRU F-11 IN THE FEE SCHEDULE SUMMARY UNDER FACILITIES

PROPOSER NAME: _____

**CITY OF SANTA FE SPRINGS
LANDSCAPE MAINTENANCE SERVICES – EXTRA WORK RATE SCHEDULE**

EXTRA WORK HOURLY RATE SCHEDULE

<u>POSITION</u>	<u>Regular/Hr.</u>	<u>Overtime/Hr.</u>
Supervisor	\$ _____	\$ _____
Foreman	\$ _____	\$ _____
Groundskeeper	\$ _____	\$ _____
Laborer	\$ _____	\$ _____
Irrigation Specialist	\$ _____	\$ _____
Irrigation Laborer	\$ _____	\$ _____
Pesticide Applicator	\$ _____	\$ _____

TURF MAINTENANCE RATES

Mowing	\$ _____ per sq. ft.
Edging	\$ _____ per 1000 liner feet
Fertilization	\$ _____ per acre
Hollow Core Aerification (with removal of cores)	\$ _____ per acre
De-thatching	\$ _____ per acre
Weed Control (including material)	\$ _____ per acre

PROPOSER NAME: _____

LANDSCAPE MAINTENANCE RATES

Edge and Trim	\$_____ per 1000 linear feet
Weed Removal and Clean-up	\$_____ per 1000 sq. ft.
Fertilization (placement only)	\$_____ per acre
Pest Control-Chemical (including material)	\$_____ per hour
Pruning/Shearing Shrubs	\$_____ per 1000 sq. ft.
Vertical Mulch Trees	\$_____ each
Vegetation Removal	\$_____ per sq. ft.
Clean Hardscape/Sidewalks	\$_____ per sq. ft.

PLANT MATERIAL (INSTALLED)

Annual Color (labor only)	\$_____ flat
Annual Color (material only)	\$_____ flat
Ground Cover	\$_____ flat
One (1) gallon	\$_____ each
Five (5) gallon	\$_____ each
Fifteen (15) gallon	\$_____ each
24" Box Size Tree w/ Triple Staking System	\$_____ each
Seeded and Top Dressed Turf Repair	\$_____ per sq. ft.
Sodded Turf (remove, prep soil, replace)	\$_____ per sq. ft.
Hydro-seeding (binder and fertilizer-exclude seed)	\$_____ per sq. ft.
Seasonal Overseeding	\$_____ per sq. ft.

PROPOSER NAME: _____

**CITY OF SANTA FE SPRINGS
PESTICIDE AND FERTILIZER SCHEDULE**

JANUARY	Provide City with copies of all pesticide licenses, permits, pesticide labels, Safety Data Sheets and pest control recommendations that will be used during the year.
FEBRUARY	Fertilizer plus Herbicide for pre-emergent weed control.
MARCH	Blanket spray all turf areas City-wide with Speed Zone pesticide for broad leaf weeds.
APRIL	Fertilize with 16-06-08 to stimulate growth and green-up of permanent grasses.
MAY	Spot spraying of broadleaf weeds City-wide.
JUNE	Spot spraying of broadleaf weeds City-wide.
JULY	Spot spraying of broadleaf weeds City-wide.
AUGUST	Fertilize with 16-06-08.
SEPTEMBER	Spot spraying of broadleaf weeds City-wide.
OCTOBER	Spot spraying of broadleaf weeds City-wide.
NOVEMBER	Fertilize with 6-20-20 to enhance the turf from the fall over seeding. Spot spraying of broadleaf weeds City-wide.
DECEMBER	Spot spraying of broadleaf weeds City-wide.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **RESOLUTION NO. 9971 – ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

DATE: July 1, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Adopt Resolution No. 9971 approving the Commercial Street Improvement Slauson Ave (Sorensen Ave to Santa Fe Springs Rd) Project to be partially funded by RMRA, the Road Repair and Accountability Act (SB1); and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The Commercial Street Improvement Slauson Avenue (Sorensen Ave to Santa Fe Springs Rd) Project is an approved \$2,500,000 Capital Improvement Project. Staff is requesting adoption of Resolution No. 9971 which will provide \$508,301 from the Road and Maintenance Rehabilitation Account (RMRA) towards the project. RMRA will partially fund the project and will reduce the required contribution from other local sources of funding.

BACKGROUND

On April 28, 2017, Governor Brown signed Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017. SB-1 was created to address basic road maintenance, rehabilitation, and critical safety needs on the State highway and local road systems.

The State Controller will apportion, by formula, a percentage of RMRA funds to eligible cities and counties in accordance with the Streets and Highways Code Section 2032.

Pursuant to Streets and Highways Code Section 2030, RMRA funds must be used for projects that include but are not limited to:

- Road maintenance and rehabilitation.
- Safety projects.
- Railroad grade separations.
- Complete street components including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water capture projects in conjunction with any other allowable project; and;
- Traffic control devices.

To receive additional RMRA funds, SB-1 imposes several requirements on public agencies that are contained in the Streets and Highways Code Section 2034. As set forth in the statute, the road repair and maintenance project must be approved by a Resolution of the City Council held at a regular public meeting. The resolution must contain a description and location of each proposed project, a proposed completion schedule, and the estimated useful life of each improvement.

The Commercial Street Improvement Slauson Ave (Sorensen Ave to Santa Fe Springs) Project has been determined by City staff to meet the SB-1 requirements and recommends listing the project for SB-1 funding for FY 2025/26.

ANALYSIS

Approving Resolution No. 9971 will allow the City to provide partial funding to the Commercial Street Improvement Slauson Ave (Sorensen Ave to Santa Fe Springs) Project in the amount of \$508,301.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval by the City Council, City Staff will submit Resolution No. 9971 to the Local Streets and Roads Program allowing the RMRA funding of \$508,301 to be received for Fiscal Year 2025-2026.

ATTACHMENTS:

A. Resolution No. 9971

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**APPROVED:
ITEM NO.:****RESOLUTION NO. 9971****RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26
FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$508,301 in RMRA funding in Fiscal Year 2025-2026 from SB 1; and

WHEREAS, this is the ninth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets, roads, and add active transportation infrastructure throughout the City this year and similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "low risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following previously proposed and adopted projects may also utilize Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City of Santa Fe Springs is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title: Commercial Street Improvement Slauson Ave (Sorensen Ave to Santa Fe Springs)

Project Description: The project will consist of the grind and cap asphalt concrete pavement for specific streets and a slurry seal for the remaining streets. The new paving section will support vehicular carloads and increase pavement service life. Additionally, the project also includes the removal and replacement of curb and gutter, sidewalks, curb ramps, driveways, culverts and the installation of storm water screen covers, as needed.

Project Location: The project limits encompass Slauson Ave, from Sorensen Avenue to Santa Fe Springs Road.

Estimated Project Schedule: Start August 2025 – Completion August 2026 based on the component being funded with RMRA funds.

Estimated Project Useful Life: The City's Pavement Management System calculates a useful life of 20 years added to the current roadway lifecycle.

APPROVED:

ITEM NO.:

PASSED AND ADOPTED by the City Council of the City of Santa Fe Springs,
State of California this 1st day of July 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William K. Rounds, Mayor

ATTEST:

Fernando N. Muñoz, City Clerk



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **SANTA FE SPRINGS PARK PLAYGROUND REPLACEMENT – AWARD OF CONTRACT TO DAVE BANG ASSOCIATES, INC.**

DATE: July 1, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Adopt Resolution No. 9966 approving a cooperative purchase contract with Dave Bang Associates, Inc. of Tustin, CA in the amount of \$455,719.20 for the purchase and installation of playground equipment in accordance with Santa Fe Springs Municipal Code §34.18; and
- 2) Authorize the City Manager to execute the agreement with Dave Bang Associates, Inc.; and
- 3) Appropriate \$185,000 from the Capital Improvement Program Reserve Fund to the Santa Fe Springs Park Playground Improvement Project (Account No. PW230006); and
- 4) Authorize the City Clerk to file a Notice of Exemption for the subject project with the Los Angeles Registrar-Recorder; and
- 5) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The Santa Fe Springs Park Playground Replacement Project is an approved Capital Improvement Project with an original budget of \$530,000. Staff is recommending an additional appropriation in the amount of \$185,000 from the Capital Improvement Program Reserve Fund to the Santa Fe Springs Park Playground Replacement Project

(Account No. PW230006) to cover soft costs (design, engineering, and inspection) and contingency funds for the project.

The total project cost breakdown is as follows:

ITEM	ESTIMATED AMOUNT
Construction	\$ 455,719.20
Design	\$ 33,206.05
Engineering	\$ 68,000.00
Inspection	\$ 68,000.00
Contingency	\$ 90,074.75
Estimated Total Project Cost:	\$ 715,000.00

PROJECT FUNDING	AMOUNT
Santa Fe Springs Park Playground Replacement Project	\$ 530,000.00
Approved Budget	

PROJECT FUNDING SHORTFALL	AMOUNT
Estimated Total Project Cost	\$ (715,000.00)
Project Approved Budget	\$ 530,000.00
Shortfall and Recommended Appropriation:	\$ (185,000.00)

BACKGROUND

On March 1, 2022, the City Council approved the replacement of the playground equipment at Santa Fe Springs Park as a Capital Improvement Project. Staff identified a Sourcewell Cooperative Purchasing Contract that was awarded to Playworld, the same manufacturer that provided the playground equipment for Lakeview Park. As an authorized representative of Playworld Equipment in California, Dave Bang and Associates, Inc. designed the playground and provides installation and site work for the project.

The project will consist of the removal of all existing playground equipment and surfacing and installation of a new playground set for 2-5 year old children, a playground set for 5-12 year old children, climbing equipment, swings, and new rubber surfacing.

ANALYSIS

N/A

ENVIRONMENTAL

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the Santa Fe Springs Park Playground Replacement project is categorically exempt under Section 15301, class 1(d) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety.

DISCUSSION

City Staff recommends utilizing a cooperative purchase contract with Sourcewell (Contract No. 010521-LTS) for the purchasing and installation of playground equipment. All Sourcewell contracts are competitively solicited in compliance with public procurement laws, ensuring transparency and fairness. As a member of Sourcewell, the City can use this contract to purchase items and services using the same terms, conditions, and pricing and is approved under Santa Fe Springs Municipal code Section 34.18(B).

SUMMARY/NEXT STEPS

Upon City Council approval of the recommended actions, City Staff will enter into an agreement for the purchase and installation of playground equipment with Dave Bang Associates, Inc.

ATTACHMENTS:

- A. Resolution No. 9966
- B. Agreement with Exhibits (Quote, RFP, Contract)

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

RESOLUTION NO. 9966

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE SPRINGS AND DAVE BANG ASSOCIATES, INC. (CERTIFIED AUTHORIZED REPRESENTATIVE FOR PLAYPOWER, INC.)

WHEREAS, per Section 34.18(B)(3) (Purchase by Bidding Required Generally; Exceptions) of Chapter 34 (Finance and Revenue) of the Santa Fe Springs Municipal Code (hereinafter, "Section 34.18"), the purchasing policy may be dispensed with when provided competitive purchasing procedures, similar to those required in the City, were employed to create such bid award lists; and

WHEREAS, Sourcewell (formerly National Joint Powers Alliance NJPA) is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members; and

WHEREAS, on November 10, 2020, Sourcewell (hereinafter, "Sourcewell") issued a Request for Proposals for Playground and Water Play Equipment with Related Accessories and Services, RFP #010521 ("Sourcewell RFP"); and

WHEREAS, on January 5, 2021, PlayPower, Inc. (hereinafter, "PlayPower") submitted a proposal; and

WHEREAS, on February 15, 2021, PlayPower and Sourcewell entered into Contract Number 010521-LTS (hereinafter, "Sourcewell Contract") with an effective date of February 15, 2021, and expiration date of February 17, 2025; and

WHEREAS, PlayPower sells their equipment through a national network; and

WHEREAS, Dave Bang Associates, Inc. is PlayPower's authorized vendor in California and therefore is permitted to avail itself of the Sourcewell Contract; and

WHEREAS, the City of Santa Fe Springs ("City") is a member of Sourcewell and membership entitles the City to access competitively bid national contracts; and

WHEREAS, the City requires the purchase and installation of playground equipment at Santa Fe Springs Park; and

WHEREAS, the City Council finds that the City has complied with the procurement process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Fe Springs as follows:

SECTION 1. The City Council, after consideration of the staff report and presentation, discussion, oral testimony and evidence presented to the City Council, finds that the above recitals are true and correct and incorporate them herein.

SECTION 2. The City Council finds that the City has complied with local, state and federal requirements for procurement as members of Sourcewell.

SECTION 3. The City Council hereby approves an agreement with Dave Bang Associates, Inc. for the purchase and installation of playground equipment at Santa Fe Springs Park for a total cost of \$455,719.20.

SECTION 4. The City Council further authorizes the City Manager to execute the agreement with Dave Bang Associates, Inc., consistent with this Resolution along with any ancillary documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 5. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

APPROVED and ADOPTED this 1st day of July 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William K. Rounds, Mayor

ATTEST:

Fernando Muñoz, City Clerk

2025

EQUIPMENT PROCUREMENT AGREEMENT

(Procurement: Purchase and Installation of Playground Equipment at Santa Fe Springs Park
Playground)

(Parties: City of Santa Fe Springs and Dave Bang Associates, Inc. (Certified Authorized
Representative for PlayPower, Inc.))

THIS EQUIPMENT PROCUREMENT AGREEMENT (hereinafter, "Agreement") is made and entered into this ____ day of _____ 2025 by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "City") and DAVE BANG ASSOCIATES, INC. (CERTIFIED AUTHORIZED REPRESENTATIVE FOR PLAYPOWER, INC.) (hereinafter, "Vendor"). For the purposes of this Agreement, City and Vendor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Vendor interchangeably.

RECITALS

WHEREAS, City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, City requires the purchase and installation of playground equipment at Santa Fe Springs Park playground; and

WHEREAS, per Section 34.18(B)(3) (Purchase by Bidding Required Generally; Exceptions) of Chapter 34 (Finance and Revenue) of the Santa Fe Springs Municipal Code (hereinafter, "Section 34.18"), the purchasing policy may be dispensed with when provided competitive purchasing procedures similar to those required in the City were employed to create such bid award lists; and

WHEREAS, on November 10, 2020, Sourcewell (hereinafter, "Sourcewell") issued a Request for Proposals for Playground and Water Play Equipment with Related Accessories and Services, RFP #010521 (hereinafter, "Sourcewell RFP"); and

WHEREAS, on January 5, 2021, PlayPower, Inc. (hereinafter, "PlayPower") submitted a proposal; and

WHEREAS, on February 15, 2021, PlayPower and Sourcewell entered into Contract Number 010521-LTS (hereinafter, "Sourcewell Contract") with an effective date of February 15, 2021, and expiration date of February 17, 2025; and

WHEREAS, on September 25, 2023, the Sourcewell Contract was extended to February 17, 2026; and

WHEREAS, PlayPower sells their equipment through a national network; and

WHEREAS, Vendor is PlayPower's authorized vendor in California and therefore

is permitted to avail itself of the Sourcewell Contract; and

WHEREAS, authorized under Section 34.18(B)(3) of the Santa Fe Springs Municipal Code but such to certain terms and conditions set forth, City wishes to avail itself to the opportunity to purchase certain equipment and services that meet the specifications of the Sourcewell Contract at the same unit pricing and rates given to Sourcewell under the Sourcewell Contract; and

WHEREAS, the City as a public agency will be able to utilize Vendor's cooperative agreement with Sourcewell, to purchase directly from Vendor; and

WHEREAS, City desires to enter into an agreement with Vendor for the purchase and installation of playground equipment at Santa Fe Springs Park, upon the conditions set forth below.

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

Section 1. DESCRIPTION OF MATERIALS AND SERVICES

- A. Subject to all the terms and conditions of this Agreement, Vendor agrees to sell and install new playground equipment at Santa Fe Springs Park as described in Vendor's "Estimate Santa Fe Springs Park – Revision 9 with Bond CA266511" dated May 28, 2025 (hereinafter, the "Estimate"), which is attached and incorporated hereto as **Exhibit "A"**. For purposes of this Agreement, the capitalized term "Equipment" shall refer to the purchase and installation of the outdoor fitness equipment as listed in the Sourcewell RFP. The unit prices charged by Vendor to City for the Equipment listed in the Estimate shall be no greater than the unit prices charged to Sourcewell under the Sourcewell RFP. Except as otherwise provided herein the Equipment shall, in all respects, meet the specifications for identical Equipment set forth under the Sourcewell RFP and shall be subject to all warranties set forth under the Sourcewell RFP and Sourcewell Contract (Collectively referred to as "Sourcewell Documents"). A true and correct copy of the Sourcewell Documents are attached and incorporated hereto as **Exhibit "B"**.
- B. Vendor's performance under this Agreement includes all transportation services, labor, material, tools and equipment necessary for Vendor to complete its delivery and installation at the location(s) specified by the City Representatives in a good workmanlike manner. Vendor shall not commence the delivery and installation of the Equipment until such time as City issues a written notice to proceed (hereinafter, the "Notice to Proceed") with the delivery, which notice shall specify the date, time and location of the delivery along with such other written instructions as may be provided by the City Representatives.
- C. Vendor shall perform all services and tasks contemplated under this Agreement continuously and with due diligence. Vendor shall, among other things, be

responsible for the delivery and installation of the Equipment to City and shall also provide its delivery personnel with all equipment and tools necessary to move the Equipment to the location(s) specified by the City Representative. City shall in no way be responsible for undertaking the delivery or installation of the Equipment with its own personnel or any other contracted third-party, nor shall City be responsible for providing Vendor's personnel with training, tools or equipment required to deliver the Equipment. The Equipment installation shall be completed by October 17, 2025.

- D. The liquidated damage for this Equipment installation is Five Hundred Dollars (\$500.00) per calendar day for each calendar day the project is not completed to the satisfaction of the City within the contract time including any extension of time granted by the City.
- E. The Equipment installation shall be subject to inspection by City and may be rejected by City if the Equipment does not meet the specifications called for under this Agreement or is otherwise defective. The Equipment installation shall be considered accepted upon City's issuance of a written Notice of Acceptance, which shall not be unreasonably withheld or delayed. At any time prior to the issuance of a Notice of Acceptance, City may reject, return and demand the replacement of the Equipment which does not meet the required specifications or is defective and the cost of returning and replacing the Equipment shall be borne solely and exclusively by Vendor. At City's option, Equipment that is rejected and returned by City shall be promptly replaced by Vendor or the cost of such Equipment shall be credited or refunded to City. No payment shall be required until replacement is complete. Vendor shall replace any and all Equipment lost during delivery. Prior to the issuance of such Notice of Acceptance, Vendor, at Vendor's sole cost and expense, shall be required to make all such repairs, modifications or corrections to the Equipment installation as may be necessary to ensure that the Equipment installation is performed in accordance with the agreed specifications or replace any and all defective or incompatible parts as may be necessary to ensure that the Equipment installation is performed in accordance with the established specifications.
- F. City's acceptance of the Equipment installation shall be conditioned upon the final inspection by City, as specified under Section 5 of this Agreement, below, to ensure that the Equipment installation satisfies the requirements of the City and is capable of performing in accordance with performance standards set forth in the specifications of the Sourcewell RFP. City reserves the right to direct to replace, at no additional cost to City, any Equipment which is determined to be damaged, defective or other non-compliant with such specifications.
- G. Coordinated Equipment will take place during the standard business hours.

Section 2. STANDARD OF CARE

- A. Vendor represents, acknowledges and agrees as follows:

1. Vendor shall perform all work and services contemplated under this Agreement skillfully, competently and to the highest standards applicable to the Vendor's field;
2. Vendor shall perform all work in a manner reasonably satisfactory to the City;
3. Vendor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
4. Vendor understands the nature and scope of the work to be performed under this Agreement as well as any and all schedules of performance;
5. All of Vendor's employees and agents (including but not limited to Vendor's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement; and
6. All of Vendor's employees and agents (including but not limited to Vendor's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that Vendor's acceptance of any work performed by or on Vendor's behalf shall not constitute a release of any defects or damage to the Equipment undetectable or otherwise unknown to City at the time of acceptance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Vendor, including but not limited to the representation that possesses the skills, training, knowledge and experience necessary to perform all services and tasks contemplated under this Agreement in a skillful and competent manner.

Section 3. REPRESENTATIVES

- A. City Representative. For the purposes of this Agreement, the Agreement administrator and City's representative shall be the Director of Public Works/City Engineer (hereinafter, the "City Representative"). It shall be Vendor's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services and Vendor shall refer any decisions which must be made by City to the City Representative. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.

- B. Vendor Representative. For the purposes of this Agreement, Brittany Bourbonnais, Salesperson, is hereby designated as the principal and representative of Vendor authorized to act on its behalf with respect to Vendor's performance under this Agreement and to make all decisions in connection therewith (the "Vendor Representative"). Notice to the Vendor Representative shall be written to constitute notice to Vendor.

Section 4. VENDOR'S PERSONNEL

- A. Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services and tasks required under this Agreement. All such services will be performed by or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.
- B. Vendor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- C. In the event that City, in its sole and absolute discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned to perform services pursuant to this Agreement, Vendor shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
- D. Vendor shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- E. Permits and Licenses. Vendor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City business license.

Section 5. INSTRUCTION ON MAINTENANCE

City's personnel in coordination with Vendor's personnel shall have a period of thirty (30) calendar days from the date the Equipment is delivered and installed to run performance tests of the Equipment in order to determine whether or not the Equipment meets specifications, is not damaged and is functioning properly. Vendor, during the testing and inspection period contemplated herein, shall also provide City personnel with instruction and training on maintenance of the Equipment and shall supply City with true and correct copies of all technical specifications, operating manuals and other materials relating to the maintenance and upkeep of the Equipment. The foregoing shall be in addition to and not in lieu of any training program specified under the Sourcewell RFP. Unless otherwise notified in writing, the Equipment shall be deemed accepted following the end of the 30-day testing and instruction period. City's issuance of notification of conditions,

circumstances or other factors which make the City unwilling to accept the Equipment installation shall toll, the expiration of the 30-day testing and instruction period as to all Equipment.

Section 6. WARRANTIES

Vendor shall extend to City all such warranties for the Equipment provided to Sourcewell under the Sourcewell RFP and Sourcewell Contract subject to the same terms and conditions set forth therein, including but not limited to the warranties referenced under Section 2(B) of the Sourcewell Contract.

Section 7. COMPENSATION

- A. Compensation. Vendor shall sell, deliver and install the Equipment as referenced in the Scope of Work at unit pricing that is no greater than the unit pricing provided to Sourcewell for identical services under the Sourcewell Documents. The foregoing notwithstanding, in no event may Vendor's total aggregate compensation for the sale, delivery and installation of the Equipment exceed the aggregate sum of **Four Hundred Fifty-five Thousand Seven Hundred Nineteen Dollars and Twenty Cents (\$455,719.20)** (hereinafter, the "Not-to-Exceed Amount").

Section 8. SURETY BOND

- A. Payment and Performance Bond. Vendor shall execute and provide to City concurrently with this Agreement a Payment and Performance Bond in the amount of the total Not-to-Exceed Sum. The Payment and Performance Bond shall be in a form approved by City. No payment shall be made to Vendor until the Payment and Performance Bond has been received and approved by the City or the requirement for the Payment and Performance Bond has been waived.

Section 9. PREVAILING WAGES AND GENERAL LABOR COMPLIANCE AND REPORTING

- A. The provisions of this Section shall apply to the extent any of the Equipment installation to be performed by Vendor constitutes a "public work" within the meaning of Section 1720(a)(1) of the Labor Code. Vendor shall comply with the provisions of the Labor Code applicable to public works, in the manner set forth under this Section. In addition to any other indemnification obligation set forth under this Agreement, Vendor shall indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*
- B. Vendor and any subcontractor performing or contracting any portion of the Equipment installation shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Equipment installation shall constitute a legal day's work under this Contract. Vendor and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. Vendor and any subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
 2. Pursuant to the provisions of California Labor Code, Sections 1770 *et. seq.*, Vendor and any subcontractor under Vendor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, Vendor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Agreement, are on file at the Public Works Yard, which copies shall be made available to any interested party on request. Vendor shall post a copy of said prevailing rate of per diem wages at each job site.
- C. As required by Section 1773.1 of the California Labor Code, Vendor shall pay travel and subsistence payments to each worker needed to execute the Equipment installation, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- D. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.
- E. Vendor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to City, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Vendor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. Vendor is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and Vendor and any subcontractor shall fully

comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.

- F. Vendor and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. Vendor is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.
- G. Vendor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving Vendor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR knowingly fails to comply with the provisions of California Labor Code Section 1777.5, civil penalties will be assessed. Vendor shall also be subject to California Labor Code Section 1777.1.
- H. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, Vendor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If Vendor, in the sole discretion of the City satisfies the City of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, Vendor may so act, and in such case, the insurance required by this paragraph need not be provided. Vendor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Work of this Agreement. The Notice to Proceed with the Equipment installation under this Agreement will not be issued, and Vendor shall not commence the Work, until Vendor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Equipment installation under this Agreement. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, Vendor in signing this Agreement certifies to the City as true the following statement: "I am aware of the provisions

of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement." A subcontractor is not allowed to commence the Equipment installation on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by Vendor and submitted to the Public Work's Director for the City's review and records.

- I. In accordance with the provisions of Section 1727 of the California Labor Code, the City, before making payment to Vendor of money due under a contract for public work, shall withhold and retain therefrom all amounts required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner, along with the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the City.

Section 10. PROHIBITED INTERESTS

Vendor warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 11. INDEPENDENT CONTRACTOR

Vendor will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute as an agent, servant, or employee of City and shall not and is not intended to create the relationship of partnership, joint venture or association between City and Vendor.

Section 12. RECORDS AND INSPECTION

Vendor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. City shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. This right inspection shall not extend to the makeup of lump sum prices, day rates, or profit margins.

Section 13. CONFLICTS OF INTEREST

Vendor hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with in connection with this project. Vendor hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any City ordinance, state law or federal statute. Vendor agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that executes in connection with the performance of this Agreement.

Section 14. INDEMNIFICATION

Vendor shall indemnify, defend and hold harmless the City, its elected and appointed officials, commissioners, officers, employees, agents and volunteers for the same types of loss, claims, suits, actions, damages and causes of action to the extent caused by the acts or omissions of Vendor and to the same extent afforded the Sourcewell, Sourcewell's officials, commissioners, officers, agents, employees and volunteers.

Section 15. INSURANCE

Vendor shall at all times during its period of performance under this Agreement maintain all policies of insurance at the same coverage levels and of the same type and scope as set forth under Section 18 of the Sourcewell Contract.

Section 16. MUTUAL COOPERATION

- A. City shall provide all pertinent data, documents and other requested information as is reasonably available for the proper performance of Vendor services.
- B. In the event any claim or action is brought against City relating to Vendor performance in connection with this Agreement, Vendor shall render any reasonable assistance that City may require.

Section 17. TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

- A. Termination for Convenience. Prior to the issuance of City's written Notice to Proceed, City may immediately terminate this Agreement, inclusive of the purchase of the Equipment, without cause, without liability and free of any charge or cost to City. After the City's issuance of a written Notice to Proceed, City may terminate this Agreement for convenience and without cause upon fifteen (15) days of written notice to Vendor. Such termination for convenience shall be made in writing signed by the City Representative specifying the effective date of such termination. Vendor may only terminate this Agreement for cause. Except as otherwise provided herein, in the event of City's termination of this Agreement for

convenience, Vendor shall be compensated for such Equipment delivered to and accepted by City and for such services performed up to the effective date of the termination.

- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under subsection 17(C) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) Vendor's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) Vendor's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to Vendor, whether voluntary or involuntary; (iv) Vendor's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) City's discovery that a statement representation or warranty by relating to this Agreement is false or erroneous in any material respect.
- C. Vendor shall cure the following Events of Defaults within the following time periods:
1. Within ten (10) calendar days of City's issuance of a Default Notice for any failure to timely provide City or its agents with any information and/or written reports, documentation or work product which Vendor is obligated to provide to City or its agents under this Agreement. Prior to the expiration of the 10-day cure period, Vendor may submit a written request for additional time to cure the Event of Default upon a showing that it has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 10-day cure period; or
 2. Within fifteen (15) calendar days of City's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 15-day cure period, may submit a written request for additional time to

cure the Event of Default upon a showing that has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds fifteen (15) calendar days from the end of the initial 15-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in the Surfacing specifications that is not susceptible to a cure, City in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by City.

- D. Except as otherwise specified in this Agreement, City shall cure any Event of Default asserted by within thirty (30) calendar days of Vendor's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, City may submit a written request for additional time to cure the Event of Default upon a showing that City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with City's failure to timely pay any undisputed sums to Vendor shall be cured by City within thirty (30) calendar days from the date of Vendor's Default Notice to City.
- E. City, in its sole and absolute discretion, may also immediately suspend Vendor's performance under this Agreement (or the performance of any specific task or function performed by under this Agreement) pending Vendor's cure of any Event of Default by giving written notice of City's intent to suspend Vendor's performance (hereinafter, a "Suspension Notice"). City may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Vendor shall be compensated only for those services and tasks which have been rendered by to the reasonable satisfaction of City up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of City shall operate to prohibit or otherwise restrict City's ability to suspend this Agreement as provided herein.
- F. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- G. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to City at law or under this Agreement in

the event of any breach of this Agreement, City, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

1. Upon fifteen (15) day written notice to Vendor, the City may terminate this Agreement in whole or in part;
 2. Upon written notice to Vendor, the City may extend the time of performance;
 3. The City may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Vendor's breach of the Agreement, obtain specific performance from Vendor or to terminate the Agreement; or
 4. The City may exercise any other available and lawful right or remedy.
- H. In the event City is in breach of this Agreement, Vendor's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to under this Agreement for completed services and tasks. In no event shall Vendor be entitled to receive more than the amount that would be paid to for the full performance of the services required by this Agreement.
- I. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 18. FORCE MAJEURE

Vendor shall not be liable for any failure to perform if presents acceptable evidence, in City's reasonable judgment, that such failure was due to causes beyond the control and without the fault or negligence of Vendor. In the event that a FORCE MAJEURE event materially increases the Vendor's costs of performance hereunder then City shall make an equitable contribution to all such increased costs of performance to the extent that such costs are not covered by Vendor's insurances.

Section 19. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during Vendor and City's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of Santa Fe Springs
11710 Telegraph Road

If to VENDOR:

Dave Bang Associates, Inc.
P.O. Box 1088

Santa Fe Springs, CA 90670
Attn: Director of Public Works/City
Engineer

Tustin, CA 92781
Attn: Brittany Bourbonnais, Salesperson

Section 20. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, Vendor shall not deny the contract's benefits to any person on the basis of nor shall they discriminate unlawfully against any employee, subcontractor, or applicant for employment because of: race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status or other basis prohibited by law. Vendor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

Section 21. PROHIBITION AGAINST ASSIGNMENT

Vendor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, which shall not be unreasonably withheld or delayed and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Vendor.

Section 22. ATTORNEY FEES

In the event that City or Vendor commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 23. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between City and Vendor with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both City and Vendor.

Section 24. GOVERNING LAW; JURISDICTION

This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the

City of Los Angeles, California.

Section 25. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 26. AMENDMENT; MODIFICATION

No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

Section 27. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 28. AUTHORIZATION

Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.

Section 29. SURVIVAL OF PROVISIONS AND OBLIGATIONS

Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

Section 30. EXECUTION

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

[SIGNATURES ON FOLLOWING PAGE]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY OF SANTA FE SPRINGS

**DAVE BANG ASSOCIATES, INC.
(CERTIFIED AUTHORIZED
REPRESENTATIVE FOR PLAYPOWER,
INC.**

By: _____
René Bobadilla, P.E., City Manager

By: _____

Date: _____

Date: _____

Approved as to form:

By: _____
Rick R. Olivarez, City Attorney

**EXHIBIT “A”
ESTIMATE**

To: **City of Santa Fe Springs**
Attn: Alex Flores
11710 Telegraph Road
Santa Fe Springs, CA 90670-3658

Estimate Date	Salesperson
05/28/2025	Brittany Bourbonnais

Santa Fe Springs Park - Revision 9 with Bond

Estimated Shipping Date 14 - 22 Weeks		Shipped Via Truck - CA	FOB Santa Fe Spgs	Terms Net 30	Bid ID # Sourcewell #010521-LTS
Quantity	Description			Unit Price	Total Extended
1	Playworld # C23118SPR7, Custom Site Plan with powder coated galvanized steel posts with cast aluminum caps, one piece powder coated aluminum hinged clamps and one piece Eco-Armor coated perforated steel decks, (1) Square Shade Hat, (1) Hex Shade Hat with (33) Active Play Events to accommodate (112) users, Ages 2-12			\$158,247.00	\$158,247.00
1	Playworld # ZZXX0843Z, Risk Management Sign, Ages 2-12 *FREE with qualifying purchase of list price over \$10,000			\$0.00	\$0.00
2	Playworld #ZZXX0260, BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL			\$176.00	\$352.00
1	Playworld #ZZXX0265, INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL			\$306.00	\$306.00
1	Playworld #ZZXX0661, CONCERTO MEDIUM CABASA			\$1,365.00	\$1,365.00
1	Playworld #ZZXX0892, ACCESSIBLE SWING SEAT- 8ft TOP RAIL			\$1,591.00	\$1,591.00
1	Playworld #ZZXX0930, 3.5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL			\$2,753.00	\$2,753.00
1	Playworld #ZZXX0932, 3.5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY			\$1,652.00	\$1,652.00
1	Playworld# ZZXX0150, OVERDRIVE			\$6,366.00	\$6,366.00
	Subtotal				\$172,632.00
	Less Sourcewell Discount on Playworld				(\$17,263.20)
	Less Special Discount				(\$9,813.48)
5,151	Poured-in-Place New Rubber Surfacing, 3.5" thickness for a 8' critical fall height. *To use Polycoat Products for the surfacing Color: 50% BLACK / 50% STANDARD COLOR OF CHOICE *To INCLUDE prevailing wages			\$18.93	\$97,508.43
	Subtotal				\$97,508.43
1	Shipping *Due to current freight cost volatility, please contact us to confirm shipping price is valid prior to ordering.			\$5,744.00	\$5,744.00
1	Site Prep by a Licensed Contractor to INCLUDE prevailing wages: • Demo/remove existing equipment. • Demo/remove EWF for 4,681 sqft at 12" depth. • Demo/remove PIP for 470 sqft of PIP for 3.5" • Demo/remove PIP sub-base for 470 sqft. • Provide/install CMB materials compacted to 90% for 5,151 sqft at 10" depth. • Remove and dispose spoils.			\$65,000.00	\$65,000.00

Quantity	Description	Unit Price	Total Extended
1	Installation by a Factory Certified Licensed Contractor to INCLUDE prevailing wages: • Installation only of (1) Playworld structure #C23118SPR7 • Footings excavation, and concrete. • Equipment assembly. • Removal of spoils.	\$65,214.00	\$65,214.00
1	Installation by a Factory Certified Licensed Contractor to INCLUDE prevailing wages: • Installation of grounding equipment including grounding rods and wire for (1) Playworld structure #C23118SPR6. • Provide equipment: o Grounding Rod ¾" DIA x 10' with Ground wire clamp. o Bi Metallic post ground clamp BURNDY #GAR3905 o Bare conductor wire 1#2/0 • Wire to be installed 24" below surface. • Equipment assembly. • Includes temporary fencing on stands with wind screen around playground area only: 400'LF • Removal of spoils. *Please reference PBK Design Plans - Santa Fe springs Park - Playground Modernization The above price is based on utilizing the Fence Builder / Resilient Tile Layer labor rate classification(s). If this job requires DIR project registration (PWC-100) please list this classification. If another labor classification is required, please let us know so we can revise this quote, if needed.	\$58,125.00	\$58,125.00
1	Payment & Performance Bond	\$2,925.25	\$2,925.25
		Discount Total	(\$27,076.68)
<i>THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS</i>		Subtotal	\$440,072.00
THANK YOU FOR THIS CHANCE TO ESTIMATE		Tax (10.75%)	\$15,647.20
Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 14 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.		Total	\$455,719.20

Accepted By
 Print Name: _____ Signature: _____ Date: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!

Terms & Conditions

1. General Notes

- *Assembly and Installation NOT included unless otherwise noted
- *Payment and Performance bonds are NOT included unless otherwise stated.
- If required, additional charges will apply. Please call for details!
- *Customer responsible for quoted quantities and model numbers, please check!
- *Price reflects quoted quantity. Please request revision if alternate quantity is desired
- *Engineering, if required, is NOT included - please call for details!.

2. Payment / Ordering

*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Orange, CA.

3. Shipping / Unloading

- *Shipped by Common Carrier – Customer will need 2-4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- **IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery - Please note any shortages or damages on delivery copy.
- *Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments

4. Engineered Wood Fiber

- *Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- *Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- *Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal. If Compaction of the Engineered Wood Fiber was purchased, a high capacity water source such as a hydrant must be available. If applicable, the cost of a meter and / or the cost of the water is NOT included in the proposal. If we need to acquire the meter and / or pay for the water, please request an updated proposal

5. General Notes for Purchased Installation

- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- *Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal
- *ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
- *ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- *UTILITY CLAUSE: Installation to include marking of utilities by Dig Alert. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- *Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2-ton bobcat needed to complete project.
- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- *Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- *Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.
- *Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- *Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- *Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- *Installation does NOT include jackhammering. Please call for details.
- *Area MUST have normal soil conditions and be level.

*All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased

6. Temporary Fencing

*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

*Play Equipment MUST be installed over an impact-absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.

*This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. Poured-in-Place Rubber Surfacing

*Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.

*Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.

*48-Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

*Shade Shelter installation price EXCLUDES - unless otherwise stated in this quote - engineering, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City.

*Shade Shelter manufacture time is 6-8 weeks. Permitting can add 2-4 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!

*Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

10. Shade Shelters (DSA)

**6-8 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

*DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included - Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Insurance

Available Insurance

Umbrella / Excess Liability:

Each Occurrence - \$5,000,000.00

Aggregate - \$5,000,000.00

General Liability Limits:

Deductible - \$5,000.00



Estimate

CA266511

Each Occurrence - \$1,000,000.00
Damage to Rented Premises - \$100,000.00
Medical Expense - \$5,000.00
Personal & Adv Injury - \$1,000,000.00
General Aggregate (per project) - \$2,000,000.00
Products Comp/OP Agg - \$2,000,000.00
Excludes Contractual Liability
Available Endorsements:
Additional Insured Ongoing Operations CG2010 0704
Additional Insured Completed Operations CG2037 0704
Primary Noncontributory IFG-G-0094
Waiver of Subrogation CG 2404
Per Project Aggregate IFG-G-0065
Per Location Aggregate IFG-G-0064
Auto Liability Limits:
(Any Auto, Hired Autos, Non-Owned Autos)
Combined Single Limit \$1,000,000.00
Available Endorsements:
Auto Blanket Additional Insured CNA71527XX
Auto Blanket Waiver of Subrogation CA 0444
Workers Compensation and Employers Liability:
Each Accident - \$1,000,000.00
Disease (Ea Employee) - \$1,000,000.00
Disease (Policy Limit) - \$1,000,000.00
Waiver of Subrogation Endorsement available upon request
CA WCO000313

Initial: _____

EXHIBIT “B”
SOURCEWELL DOCUMENTS



RFP #010521
REQUEST FOR PROPOSALS
for
Playground and Water Play Equipment with Related Accessories and Services

Proposal Due Date: January 5, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	November 10, 2020
Pre-proposal Conference:	December 3, 2020, 10:00 a.m., Central Time
Question Submission Deadline:	December 23, 2020, 4:30 p.m., Central Time
Proposal Due Date:	January 5, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 5, 2021, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Playground and Water Play Equipment with Related Accessories and Services, including, but not to be limited to:

- a. Playground equipment, site furnishings, site amenities, and accessories;

- b. Water play and aquatic recreational structures and equipment, such as splash pads, waterparks, waterslides, playable fountains, ground sprays and activity towers;
 - c. Playground surfacing and fall protection, and water play and aquatic recreational surfacing; and,
 - d. Services related to the solutions described in subsections 1. a. - c. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
1. Athletic Surfacing with Related Materials, Supplies, Installation, and Services (RFP #060518)
 2. Athletic and Physical Education Equipment and Supplies with Related Accessories (RFP #071819)
 3. Flooring Materials, with Related Supplies and Services (RFP #080819)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$70 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Rev. 2/2020

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;

- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



11/12/2020

Addendum No. 1

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We manufacture site amenities such as tables, bollards, benches, trash receptacles and more. We do not manufacture playgrounds or water play equipment. Based on this, can we bid as a provider of the equipment and installation of our product scope?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services).

Question 2:

Do we need to be able to provide all the items listed in the Requested Equipment, Products, or Services to respond to the RFP?

Answer 2:

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed ... to the largest possible cross-section of Sourcewell current and future Participating Entities." A proposer is not required to offer all possible products or services within the scope of the solicitation to be considered for award.

Only those products and services within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/12/2020, is required at the time of proposal submittal.



11/13/2020

Addendum No. 2

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are a manufacturer's representative in New York. Will that disqualify us from an award?

Answer 1:

A proposer is not required to cover every geographic region to be considered for award. Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell Participating Entities. Refer to the RFP Article on Participating Entities and Use of the Resulting Contracts for details. Each proposal is evaluated based on the criteria stated in the RFP.

Question 2:

Are you looking for pour in place rubber surfacing? This will be hard to provide, as it is dependent on the equipment being used for fall height and location of the playground or park.

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A proposer can propose its entire line of equipment, products, and services falling within the scope of the RFP. Section II. B. of the RFP addresses the Requested Equipment, Products, or Services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/13/2020, is required at the time of proposal submittal.



11/19/2020

Addendum No. 3

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is this RFP the same as the previous Recreation and Playground Equipment, Accessories, and Supplies contract that expires on 4/14/21?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP. Each RFP is an opportunity independent of any other prior, current or future RFPs.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/19/2020, is required at the time of proposal submittal.



12/7/2020

Addendum No. 4

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are a manufacturer with dealers and sales partners in many states and provinces. If awarded a contract, are we able to assign the contract to the local partner so that we do not need to be registered to collect tax in every state and province?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “... If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements of the RFP and the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

For additional detail on the requirement for awarded suppliers with respect to distributor/dealer networks, refer to Sourcewell Contract Template Section 2. C. – Dealers, Distributors, and/or Resellers.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/7/2020, is required at the time of proposal submittal.



12/18/2020

Addendum No. 5

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Table 5 required for submission? Will bid be considered incomplete without it?

Answer 1:

It is left to the discretion of each proposer to determine the documentation necessary to satisfy all the requirements included in the questionnaire tables. All proposals are evaluated based on the criteria as stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/18/2020, is required at the time of proposal submittal.



12/22/2020

Addendum No. 6

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can we email our financial statements to a procurement representative for review rather than submitting in the portal?

Answer 1:

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.) It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

Question 2:

Are you selecting multiple suppliers for award?

Answer 2:

Refer to RFP Section VI. - EVALUATION AND AWARD, subsections A. and B., for information regarding Sourcewell's intent with respect to awards. No limit (floor or ceiling) on the number of awards has been imposed.

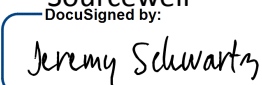
End of Addendum

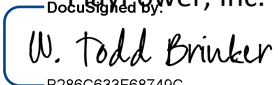
Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/22/2020, is required at the time of proposal submittal.

**CONTRACT EXTENSION****Contract Number: #010521-LTS**

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc. (Vendor) 11515 Vanstory Drive, Huntersville, NC 28078 have entered into Contract #010521-LTS for the procurement of Playground and Water Play Equipment with Related Accessories and Services. The Contract has an expiration date of February 17, 2025, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of February 17, 2026. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/23/2023 | 10:52 AM CDT

PlayPower, Inc.
DocuSigned by:

By: B286C633F68749C...
W. Todd Brinker
Title:
Date: 9/25/2023 | 4:14 PM CDT

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

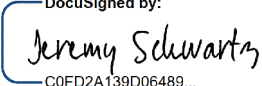
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

PlayPower, Inc.

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

DocuSigned by:

B286C633F68749C...
By: _____
W. Todd Brinker
Title: Senior Vice President Global Sales &
Marketing Outdoor Play

2/15/2021 | 10:36 PM CST
Date: _____

2/15/2021 | 2:23 PM CST
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
2/15/2021 | 10:46 PM CST
Date: _____

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: PlayPower
Address: 11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
Contact: Christine Stepp
Email: christine.stepp@playpower.com
Phone: 570-259-5466
HST#: 431681424

Submission Details

Created On: Tuesday November 17, 2020 12:27:42
Submitted On: Tuesday January 05, 2021 16:13:14
Submitted By: Christine Stepp
Email: christine.stepp@playpower.com
Transaction #: 21ef8062-9c3f-45fb-8ccb-e615e3baf910
Submitter's IP Address: 149.20.204.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.	*
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078	*
3	Proposer website address:	www.PlayPower.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com Brock Hodge - Soft Play Phone: 704-948-3430 Mobile: 704-904-4067 Email: Brock.Hodge@playpower.com Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include: - o Miracle Recreation Equipment Company - o Little Tikes Commercial - o Playworld - o Wabash Valley - o EZ Dock - o USA Shade & Fabric Structures - o Soft Play - o Playtime - o No Fault - o Tayplay - o HAGS (international only) PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.
8	What are your company's expectations in the event of an award?	• We will launch our contract heavily by targeting Sourcewell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault • We will continue to lead Sourcewell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows • Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcewell contract sales would exceed \$100M over the term of the contract.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PlayPower, Inc. Is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																																																				
16	Describe any relevant industry awards or recognition that your company has received in the past five years	• PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect's newspaper best products of 2016 award • PlayCubes – Playworld – Winner of Architectural Records 2016 Product of the Year • The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020. • NRPA Best Booth – Miracle - 2018																																																				
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as as follows: 2020 - 62% 2019 - 66% 2018 - 71%																																																				
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%																																																				
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table><tr><td></td><td>2018</td><td>2019</td><td>2020</td></tr><tr><td>CMAS</td><td>\$429,901.58</td><td>-</td><td>-</td></tr><tr><td>COA</td><td>-</td><td>\$205,565.74</td><td>\$55,895.35</td></tr><tr><td>COSTARS</td><td>\$102,812.68</td><td>\$376,404.54</td><td>\$351,116.88</td></tr><tr><td>DE USAGE</td><td>\$5,690.00</td><td>\$17,322.82</td><td>\$10,690.00</td></tr><tr><td>NJ STATE</td><td>\$295,687.34</td><td>\$442,753.06</td><td>\$239,850.35</td></tr><tr><td>PREP</td><td>-</td><td>\$237,565.00</td><td>\$561,812.00</td></tr><tr><td>SOURCEWEL</td><td>\$38,840,671.82</td><td>\$29,092,389.51</td><td>\$26,043,818.71</td></tr><tr><td>HGAC</td><td>\$1,192,953</td><td>\$236,858</td><td>\$87,436</td></tr><tr><td>NASPO</td><td>\$2,256,692</td><td>\$946,192</td><td></td></tr><tr><td>\$288,288</td><td></td><td></td><td></td></tr><tr><td>KPN</td><td>\$212,068</td><td>\$15,496</td><td></td></tr><tr><td>\$2,703</td><td></td><td></td><td></td></tr></table>		2018	2019	2020	CMAS	\$429,901.58	-	-	COA	-	\$205,565.74	\$55,895.35	COSTARS	\$102,812.68	\$376,404.54	\$351,116.88	DE USAGE	\$5,690.00	\$17,322.82	\$10,690.00	NJ STATE	\$295,687.34	\$442,753.06	\$239,850.35	PREP	-	\$237,565.00	\$561,812.00	SOURCEWEL	\$38,840,671.82	\$29,092,389.51	\$26,043,818.71	HGAC	\$1,192,953	\$236,858	\$87,436	NASPO	\$2,256,692	\$946,192		\$288,288				KPN	\$212,068	\$15,496		\$2,703			
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Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
ABC Unified School District School	Education	California - CA	Surfacing	\$580,000	\$580,000	*
Northside ISD	Education	Texas - TX	Playground Equipment	\$25,000	\$1,200,000	*
Fulton County School District	Education	Georgia - GA	Playground Equipment	\$16,666	\$1,200,000	*
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	\$15,833	\$3,800,000	*
NASA	Government	Florida - FL	Indoor Play Equipment	\$2,200,000	#2,300,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	PlayPower's 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower.	*
24	Dealer network or other distribution methods.	The majority of PlayPower's representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees.	*
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly. • Little Tikes - Claims can be submitted via email to lrc_customer_care@playpower.com where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386) • Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day • Playworld –Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have info@playworld.com for requests and we also have online chat available 8:00am-4:30pm EST on our website. • Wabash Valley – Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F • USA Shade – Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F • EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PlayPower serves all participating entity sectors and does not have any limitations to do so.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows: Catalogs/Brochures • SOURCEWELL Brochures • We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows. • Full Line Catalogs • Our full line product catalog is produced and distributed annually and is available in January. • We include information regarding the SOURCEWELL program within the catalogs. Websites: • Features SOURCEWELL in our partner and funding pages on each of our brand websites • https://www.miracle-recreation.com/planning/our-partners/sourcewell/ • https://littletikescommercial.com/sourcewell/ • https://playworld.com/sourcewell • https://www.softplay.com/capabilities/njpa/ • https://www.ez-dock.com/resources/njpa/ Email/PR: • Email Campaigns • SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications. Social: • Social Media Campaigns • Posts on various social platforms, including Facebook and LinkedIn, per brand Trade Shows • We have a trade show plan in place and shall include representation of the program at each trade show including product brochures. • The 3 outdoor play brands have large booths at the annual NRPA & ASLA tradeshow. Sales Tools/Training • PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives. • Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract. • Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services. Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including: • Brand websites, on partner and funding pages • Email marketing campaigns • Social media, including Facebook and LinkedIn
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls & visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives. PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.
37	Describe any technological advances that your proposed products or services offer.	Pride in Engineering and Design: Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes. Quality Products, Manufacturing, and Installation: PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to: • Powder-coating paint system • Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs • Rotational molding machines, including the largest in the industry-- which provide the capacity for more innovative and fun products • Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste. • Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs • MIG/TIG weld stations • Robotic welding • Fiberglass fabrication • Custom manufacturing – one of only a few playground manufacturers in the world to offer this • In-house CAD design team to help create your dream playground • All PlayPower representatives and installers are factory trained and certified • PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members • PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. Materials and Innovation: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are: • Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant. • GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands. • Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements. • Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors. • Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers. • Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual

look and feel of real rocks, trees and stumps. This product is unlike any other.

- Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
- EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
- EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
- NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
- PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

Product Testing & Conformance:

PlayPower has developed and maintained one the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.

- PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
- PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's playground equipment is produced from at least 50% recyclable materials. • PlayPower meets ISO 9001, ISO 14001 Standards • Other environmental initiatives: • All packing and shipping materials are 100% recyclable. • Recycling 95%+ of our waste. • Many of our raw materials contain 25% to 100% recycled content. • Reduced energy usage through conservation and lean manufacturing implementation. • Audits material content and operations for safety and environmental concerns	*																																							
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower meets ISO 9001, ISO 14001 Standards	*																																							
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies: <table><tr><td>Happy Playgrounds</td><td>WBE</td><td>AR, OK</td></tr><tr><td>Imagine Nation</td><td>WBE</td><td>IL</td></tr><tr><td>Jefcoat Recreation</td><td>WBE</td><td>MS</td></tr><tr><td>Metro Recreation</td><td>VOSB</td><td>MD, WV</td></tr><tr><td>Miracle of KY & TN</td><td>WBE</td><td>KY, TN</td></tr><tr><td>Playworx</td><td>VOSB</td><td>FL, GA</td></tr><tr><td>Recreation Plus</td><td>DBE, SBE, WMBE</td><td>CO, WY</td></tr><tr><td>Site Specifics</td><td>WBE</td><td>MA</td></tr><tr><td>Hahn Enterprises</td><td>WMBE</td><td>LA, AR</td></tr><tr><td>MTS Recreation</td><td>WBE</td><td>VA</td></tr><tr><td>Pelican Playground</td><td>WMBE</td><td>LA, MS</td></tr><tr><td>Hasley Recreation</td><td>WBE</td><td>AI, GA</td></tr><tr><td>Miller Recreation</td><td>VOSB</td><td>C. FL</td></tr></table>	Happy Playgrounds	WBE	AR, OK	Imagine Nation	WBE	IL	Jefcoat Recreation	WBE	MS	Metro Recreation	VOSB	MD, WV	Miracle of KY & TN	WBE	KY, TN	Playworx	VOSB	FL, GA	Recreation Plus	DBE, SBE, WMBE	CO, WY	Site Specifics	WBE	MA	Hahn Enterprises	WMBE	LA, AR	MTS Recreation	WBE	VA	Pelican Playground	WMBE	LA, MS	Hasley Recreation	WBE	AI, GA	Miller Recreation	VOSB	C. FL	*
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41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	• PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower. • PlayCreator - Proprietary Software with Safety & ADA Accessibility in mind • PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas. • Design for Safety • Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification. • Financing • Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets • World's Largest, Fully Integrated Manufacturer • Rotational Molding – not all manufacturers do this in-house • Soft Goods Assembly • PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods • David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network. • PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members. • We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.	*
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.	*
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$35,000 so the real benefits of P-card would not be recognized.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcwell RFP 010521 Pricing-Discount File.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. \$500,000 - \$999,999 1% rebate 2. \$1,000,000 - \$1,499,99 2% rebate 3. \$1,500,000+ 3% rebate	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcwell members during the quote process.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcwell member during the quote process.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	• PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance. • All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. • In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. • Sourcewell sales tracking is included in PlayPower's corporate budgeting process.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	• Playground Equipment • Shade – freestanding and playground equipment integrated • Surfacing – unitary, loose fill, tile • Docking Systems – boat & PWC lifts, swim platforms • Indoor contained play systems	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Custom Play Equipment • ADA/Inclusive Playground Equipment • Rope Play • Nature Play • Play Sculptures • Musical Play • Early Childhood Play Equipment • Park Benches • Tables • Litter Receptacles • Bollards • Planters • Grills • Adult & Youth Outdoor Fitness Equipment • Sports Equipment • Surfacing – unitary, loose fill, tile • Slides • Sports Courts • Modular Docking Systems • Boat Lifts • PWC Lifts • Kayak & Canoe ADA Accessible Launches • Access Walkways & Floats • Habitat Observation Platforms • Waterway Work Platforms • Mining Platforms • Wetlands Walking Trails • Fishing Piers • Swimming Platforms • Campsite Platforms • Specialty Equipment • ADA Accessible Ramps • Concrete Curbing • Sidewalks • Site Inspections • Equipment Installation & All Corresponding Site Work	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	☒ Yes ☐ No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.	*
67	Water play and aquatic recreational structures and equipment.	☒ Yes ☐ No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	☒ Yes ☐ No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.	*
69	Services related to the solutions above.	☒ Yes ☐ No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcwell customers	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly reporting will offer a precise measure of our success with the Sourcwell contract	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.	*
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.	*
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christine Stepp, Sales, Marketing and Contract Administrator, PlayPower, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☒	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☒	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☒	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☒	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☒	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☒	2



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **RESOLUTION NO. 9953 – INTENT TO VACATE TWO PUBLIC RIGHT-OF-WAY EASEMENTS AT THE SOUTHEASTERN CORNER OF CARMENITA ROAD AND EXCELSIOR DRIVE AND A PORTION OF FREEWAY DRIVE**

DATE: July 1, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Adopt Resolution No. 9953 declaring City Council's intention to vacate two public right-of-way easements at the southeastern corner of Carmenita Road and Excelsior Drive and a portion of Freeway Drive; and
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

N/A

BACKGROUND

Carmenita Road is a commercial street that runs north and south through the middle of Santa Fe Springs. The portion of Carmenita Road that is the subject of the street vacation is approximately 140 feet north of the Santa Ana Freeway (Interstate 5), and just south of Excelsior Drive. This portion of road was a part of a larger relinquishment of City streets from the California Department of Transportation ("Caltrans") in 1963.

Freeway Drive is a commercial street that runs northwesterly and southeasterly along the I-5 Interstate. The portion of Freeway Drive that is the subject of the street vacation is approximately 700 feet southeast of Carmenita Road. This portion of the road was built in the 1960s.

Resolution No. 9953 – Intent to Vacate Two Public Right-Of-Way Easements at the Southeastern Corner of Carmenita Road and Excelsior Drive and a Portion of Freeway Drive

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These segments of Carmenita Road and Freeway Drive were recently realigned to improve and widen the existing freeway and bridge crossing. The improved bridge crossing required a retaining wall that created a substantial elevation difference between the new bridge and a portion of the existing City right-of-way for Carmenita Road. Also, with the new bridge, a part of Freeway Drive was acquired by Caltrans to construct an on-ramp. Under current conditions, the subject area to be vacated is land locked in between the aforementioned retaining wall, the new freeway on-ramp and adjacent private parcels, and can no longer be used as a public right-of-way. Due to this portion of Carmenita Road and Freeway Drive no longer being needed as a public street, the areas can be vacated.

These right-of-way easements were last used by the public in 2015 when Caltrans began construction on the new Carmenita Road bridge and I-5 offramp and were, therefore, not included in City's 2022 General Plan Circulation Element.

Attached to the Resolution for the Intent to Vacate (Resolution No. 9953, Attachment A) is a copy of the Carmenita Road legal description and map showing the area to be vacated, Exhibits "A-1" and "B-1", and a copy of the Freeway Drive legal description and map showing the area to be vacated, Exhibits "A-2" and "B-2".

ANALYSIS

As a result of utility and access easements existing and/or remaining within the areas to be vacated, general procedures for a full vacation are to be followed. These utility and access easements will be reserved from the vacation.

ENVIRONMENTAL

N/A

DISCUSSION

Commencing with Section 8320 of the Streets and Highways Code, the City Council must first adopt a Resolution of the Intention to Vacate any public street, highway, or public easement and a public hearing must be held prior to the finalization of the street vacation.

In adopting this Resolution, the public hearing date for all persons interested in the proposed vacation of the two public right-of-way easements will be set for August 19, 2025, at 6:00 p.m. in the Council Chambers of the Santa Fe Springs City Hall located at 11710 Telegraph Road, Santa Fe Springs, California.

Resolution No. 9953 – Intent to Vacate Two Public Right-Of-Way Easements at the Southeastern Corner of Carmenita Road and Excelsior Drive and a Portion of Freeway Drive

Page 3 of 3

SUMMARY/NEXT STEPS

Upon adoption of this Resolution and in compliance with Streets and Highways Code Section 8320 *et seq.*, City staff will issue notices of the public hearing with the adopted resolution to the public and utility owners within the intended vacated public right-of-way.

The City Engineer will then post at least three public hearing notices, not more than 300 feet apart, around each street that is to be vacated.

Lastly, the City Clerk will publish the resolution of the intention to vacate in a public newspaper for at least two successive weeks prior to the hearing.

ATTACHMENTS:

A. Resolution No. 9953

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

RESOLUTION NO. 9953

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA DECLARING ITS INTENTION TO VACATE TWO PUBLIC RIGHT-OF-WAY EASEMENTS; THE FIRST AT THE SOUTHEASTERN CORNER OF CARMENITA ROAD AND EXCELSIOR DRIVE AND THE SECOND AT FREEWAY DRIVE SOUTH OF THE PARCEL IDENTIFIED AS APN 8069-016-910, AND TO SET A DATE, HOUR, AND PLACE OF HEARING PURSUANT TO PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS VACATION LAW

BE IT RESOLVED by the City Council of the City of Santa Fe Springs, California as follows:

SECTION 1. That the City Council of the City of Santa Fe Springs hereby declares its intention to set a date, hour, and place for a public hearing to vacate two public right-of-way easements ("ROW"); the first located at the southeastern corner of Carmenita Road and Excelsior Drive and west of three parcels identified as APNs 8069-016-036, 035, and 034, and the second located at Freeway Drive south of the parcel identified as APN 8069-016-910, both described in Exhibits "A-1" and "B-1" and depicted in Exhibits "A-2" and "B-2," respectively, all attached hereto and incorporated by this reference.

SECTION 2. The City Council hereby elects to initiate the vacation proceeding pursuant to Chapter 3 of California Streets and Highways Code Section 8320 *et seq.*

SECTION 3. The date, hour, and place for hearing all persons interested in the proposed vacation of the ROWs is set for August 19, 2025, at 6:00 p.m. in the Council Chambers of the Santa Fe Springs City Council located at 11710 Telegraph Road, Santa Fe Springs, California.

SECTION 4. At the hearing, the City Council shall consider evidence and make findings to determine whether the ROWs are unnecessary for present or prospective public use and shall reserve and except from the vacation public utility and access easements, which shall be recited in the resolution to vacate as provided in Streets and Highways Code Section 8341.

SECTION 5. Notice of the hearing on the proposed vacation shall be posted conspicuously along both public right-of-way easements proposed to be vacated at least two (2) weeks before the date set for the hearing. At least three (3) notices shall be posted not more than three (300) hundred feet apart. The notices shall state the date, hour, and place of hearing; shall refer to the adoption of this Resolution of Intention; shall include a general location, lawful or official name, and the extent the public ROWs will be vacated and reference a map or plan that shows the area to be vacated; and shall state that the proceeding is pursuant to Chapter 3 of California Streets and Highways Code beginning with Section 8320 *et seq.*

SECTION 6. The City Clerk shall cause notice of the date, hour, and place of the hearing on the proposed vacations to be published for at least two (2) successive weeks prior to the hearing in the Whittier Daily News. The notice shall refer to the adoption of this Resolution of Intention; shall include a general location, lawful or official name, and the extent the public ROWs will be vacated and reference a map or plan that shows the area to be vacated; and shall state that the proceeding is pursuant to Chapter 3 of California Streets and Highways Code beginning with Section 8320 *et seq.*

APPROVED and ADOPTED by the City Council at the regular meeting of this 1st day of July 2025 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William K. Rounds, Mayor

ATTEST:

Fernando Munoz, City Clerk

Attachments:

Exhibit A-1 & B-1 – Carmenita Road Legal Description and Right-of-Way Map

Exhibit A-2 & B-2 – Freeway Drive Legal Description and Right-of-Way Map

APPROVED:
ITEM NO.:

Exhibit "A-1"

Carmenita Road Legal Description

EXHIBIT "A-1"

LEGAL DESCRIPTION

VACATION OF A POR. OF THE S/E COR. OF CARMENITA RD / EXCELSIOR DR:

THAT PORTION OF LAND SITUATED AT CARMENITA ROAD, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS DESCRIBED IN PARCEL 5 OF RELINQUISHMENT NO. 251, OF THE HIGHWAY RIGHT OF WAY RELINQUISHED TO THE CITY OF SANTA FE SPRINGS, BY RESOLUTION OF THE CALIFORNIA HIGHWAY COMMISSION, A CERTIFIED COPY OF WHICH RESOLUTION IS RECORDED ON OCTOBER 15, 1963, AS INSTRUMENT NO. 4459, IN BOOK D2219, PAGES 787 TO 807 INCLUSIVE, OF OFFICIAL RECORDS, IN THE OFFICE OF THE REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN STATE PARCEL NO. 78266-1 OF THE FINAL ORDER OF CONDEMNATION, FILED IN SUPERIOR COURT CASE NO. BC 419206, IN SAID COUNTY, A CERTIFIED COPY OF SAID FINAL ORDER BEING RECORDED JANUARY 4, 2012, AS DOCUMENT NO. 20120012740, OF OFFICIAL RECORDS, IN SAID OFFICE; THENCE S 5°24'45" E, 346.32 FEET (105.558 M) ALONG THE EASTERLY LINE OF SAID PARCEL 5 TO THE NORTHERLY CORNER OF THE LAND DESCRIBED IN STATE PARCEL NO. 77071-1 OF THE FINAL ORDER OF CONDEMNATION, FILED IN SUPERIOR COURT CASE NO. NC 057474, IN SAID COUNTY, A CERTIFIED COPY OF SAID FINAL ORDER BEING RECORDED ON APRIL 25, 2018, AS DOCUMENT NO. 20180400617, OF OFFICIAL RECORDS, IN SAID OFFICE, SAID NORTHERLY CORNER BEING THE NORTHWESTERLY TERMINUS OF A CERTAIN CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3,342.68 FEET (1,018.850 M) TO WHICH A RADIAL LINE TO SAID CORNER BEARS N 35°20'10" E; THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY CONTINUATION OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°07'39", AN ARC LENGTH OF 65.78 FEET (20.050 M) TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 81.86 FEET (24.950 M), A RADIAL LINE OF SAID NON-TANGENT CURVE BEARS

S 33°43'45" W; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 48' 49", AN ARC LENGTH OF 91.17 FEET (27.788 M); THENCE TANGENT N 7°32'33" E, 10.91 FEET (3.324 M); THENCE N 82°27'27" W, 13.37 FEET (4.076 M) TO THE MOST WESTERLY LINE OF SAID PARCEL 5; THENCE SAID MOST WESTERLY LINE N 0°15'33" W, 12.83 FEET (3.910 M); THENCE N 7°28'49" E, 75.30 FEET (22.952 M); THENCE N 5°44'32" E, 82.46 FEET (25.133 M) TO A LINE BEING THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID PARCEL 78266-1, HAVING A BEARING OF S 47°40'56" W; THENCE ALONG SAID LINE N 47°40'56" E, 68.82 FEET (20.979 M) TO THE **POINT OF BEGINNING**.

RESERVING UNTO SOUTHERN CALIFORNIA EDISON COMPANY, A NON-EXCLUSIVE UTILITY EASEMENT AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING PUBLIC UTILITY FACILITIES, NAMELY, DISTRIBUTION LINE AND POLES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UNDER, UPON, OVER AND ACROSS THAT PORTION OF THE HEREINABOVE DESCRIBED PARCEL AND DEPICTED ON THE ATTACHED EXHIBIT PLAT MAP AND BY THIS REFERENCE MADE A PART HEREOF.

ALSO RESERVING UNTO THE CITY OF SANTA FE SPRINGS, A NON-EXCLUSIVE SANITARY SEWER EASEMENT, WITHIN A STRIP OF LAND 10.00 FEET (3.048M) WIDE, AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING SANITARY SEWER FACILITIES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UNDER, ALONG, UPON AND ACROSS THAT PORTION OF THE HEREINABOVE DESCRIBED PARCEL AND DEPICTED ON THE ATTACHED EXHIBIT PLAT MAP AND BY THIS REFERENCE MADE A PART HEREOF.

ALSO RESERVING UNTO THE CITY OF SANTA FE SPRINGS, A NON-EXCLUSIVE FOOTING AND MAINTENANCE EASEMENT AND RIGHT AT ANY

TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING FOOTING FACILITIES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UNDER, ALONG, UPON AND ACROSS THAT PORTION OF THE HEREINABOVE DESCRIBED PARCEL AND DEPICTED ON THE ATTACHED EXHIBIT PLAT MAP AND BY THIS REFERENCE MADE A PART HEREOF.

ALSO RESERVING UNTO THE CITY OF SANTA FE SPRINGS, A NON-EXCLUSIVE WATER AND IRRIGATION EASEMENT AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING WATER/IRRIGATION FACILITIES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UNDER, ALONG, UPON AND ACROSS THAT PORTION OF THE HEREINABOVE DESCRIBED PARCEL AND DEPICTED ON THE ATTACHED EXHIBIT PLAT MAP AND BY THIS REFERENCE MADE A PART HEREOF.

THERE SHALL BE NO ABUTTER'S RIGHTS OF ACCESS OVER AND ACROSS THE COURSES DESCRIBED ABOVE WITH LENGTHS OF 65.78 FEET, 91.17 FEET, 10.91 FEET, 13.37 FEET, 12.83 FEET, 75.30 FEET, AND 82.46 FEET.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

SIGNATURE: *Samir M. Khoury*
SAMIR M. KHOURY, P.E.

DATE: *5/22/2025*



OF A CERTAIN CURVE ON THE WESTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN STATE PARCEL DD 77064-05-01 BY DEED RECORDED DECEMBER 12, 2018 AS DOCUMENT NO. 20180144668 OF OFFICIAL RECORDS IN SAID OFFICE; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $7^{\circ}32'39''$, AN ARC LENGTH OF 48.56 FEET (14.800 M) TO A POINT; THENCE WESTERLY ALONG PROLONGATION OF THE RADIAL LINE FROM SAID POINT S $77^{\circ}22'09''$ W, 5.00 FEET (1.524 M) TO A CURVE HAVING A RADIUS OF 373.77 FEET (113.924 M) CONCENTRIC WITH THE PREVIOUS CURVE; THENCE SOUTHEASTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF $6^{\circ}11'30''$, AN ARC LENGTH OF 40.39 FEET (12.311 M) TO A LINE PARALLEL WITH AND NORTHWESTERLY 10.00 FEET (3.048 M) MEASURED AT RIGHT ANGLE FROM THE ABOVE DESCRIBED COURSE HAVING A LENGTH OF "57.01 FEET (17.378 M)"; THENCE ALONG SAID PARALLEL LINE S $33^{\circ}09'20''$ W, 24.75 FEET (7.543 M) TO SAID NORTHERLY LINE OF FREEWAY DRIVE; THENCE ALONG SAID NORTHERLY LINE N $57^{\circ}01'37''$ W, 43.76 FEET (13.339 M) TO THE POINT OF BEGINNING.

THERE SHALL BE NO ABUTTER'S RIGHT OF ACCESS OVER AND ACROSS THE COURSES DESCRIBED ABOVE WITH LENGTHS OF 147.83 FEET, 81.85 FEET AND 141.30 FEET.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS 'ACT.

SIGNATURE: _____

Samir M. Khoury

SAMIR M. KHOURY, P.E.

DATE: _____

5/28/2025



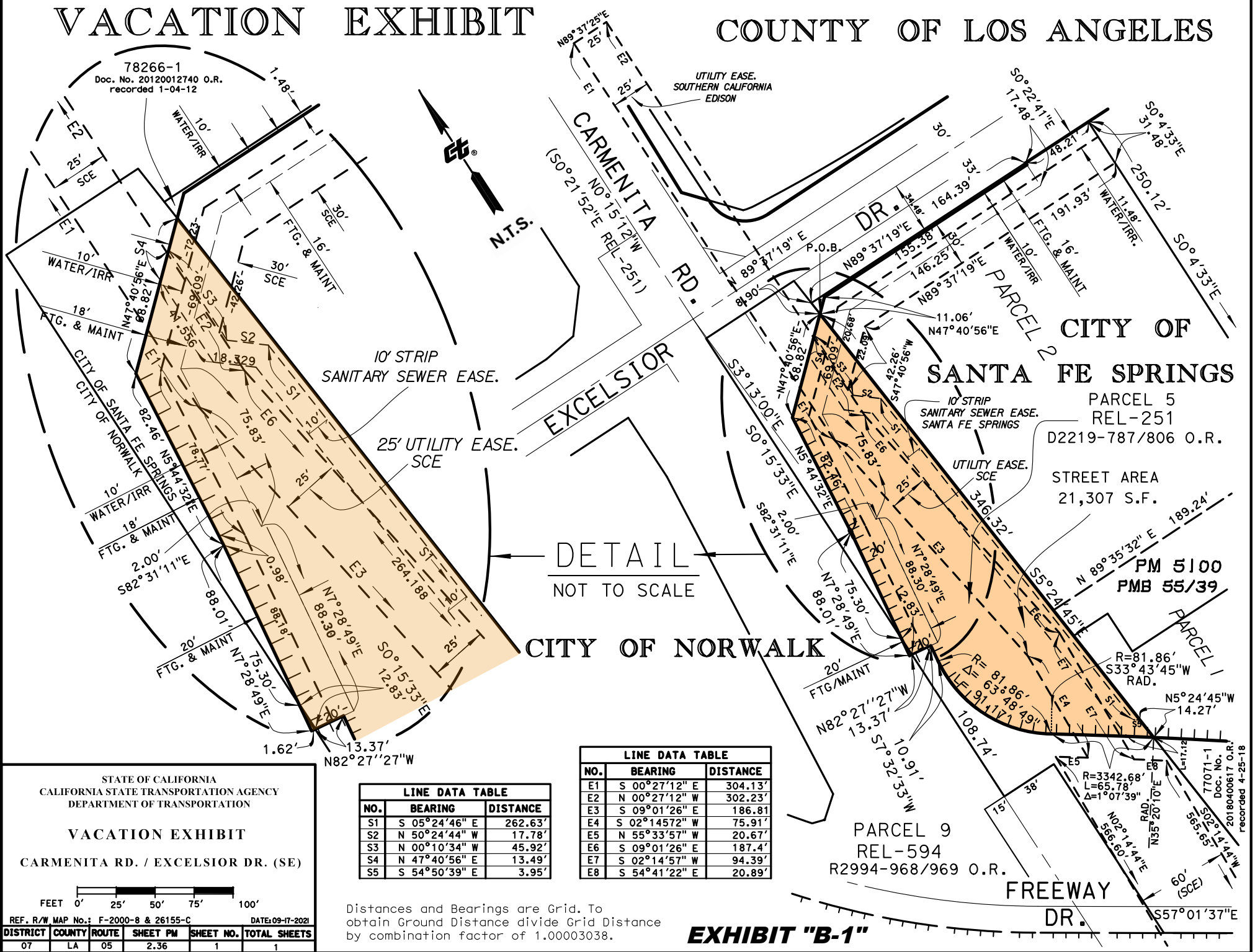
APPROVED:
ITEM NO.:

Exhibit "B-1"

Carmenita Road Right-of-Way Map

VACATION EXHIBIT

COUNTY OF LOS ANGELES



STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

VACATION EXHIBIT
CARMENITA RD. / EXCELSIOR DR. (SE)

FEET 0' 25' 50' 75' 100'

REF. R/W MAP No.: F-2000-8 & 26155-C DATE: 09-17-2021

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
07	LA	05	2.36	1	1

LINE DATA TABLE		
NO.	BEARING	DISTANCE
S1	S 05°24'46" E	262.63'
S2	N 50°24'44" W	17.78'
S3	N 00°10'34" W	45.92'
S4	N 47°40'56" E	13.49'
S5	S 54°50'39" E	3.95'

LINE DATA TABLE		
NO.	BEARING	DISTANCE
E1	S 00°27'12" E	304.13'
E2	N 00°27'12" W	302.23'
E3	S 09°01'26" E	186.81'
E4	S 02°14'52" W	75.91'
E5	N 55°33'57" W	20.67'
E6	S 09°01'26" E	187.4'
E7	S 02°14'52" W	94.39'
E8	S 54°41'22" E	20.89'

Distances and Bearings are Grid. To
obtain Ground Distance divide Grid Distance
by combination factor of 1.00003038.

EXHIBIT "B-1"

APPROVED:
ITEM NO.:

Exhibit "A-2"

Freeway Drive Legal Description

EXHIBIT "A-2"

LEGAL DESCRIPTION

VACATION OF A PORTION OF FREEWAY DRIVE:

THAT PORTION OF FREEWAY DRIVE 45.00 FEET WIDE, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON PARCEL MAP NO. 1307 IN BOOK 29, PAGES 41 AND 42 OF PARCEL MAPS IN THE OFFICE OF THE REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FREEWAY DRIVE WITH THE WESTERLY LINE OF PARCEL 1 AS SHOWN ON SAID PARCEL MAP 1307; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE N 57°01'37" W, 170.92 FEET (52.097 M) TO A LINE HAVING A BEARING OF N 46°06'33" W, THE SOUTHEASTERLY TERMINUS OF SAID LINE TERMINATES ON THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 28.00 FEET (8.534 M) OF SAID 45.00 FOOT (13.716 M) FREEWAY DRIVE, SAID TERMINUS DISTANT S 57°01'37" E, 732.10 FEET (223.143 M) ALONG SAID SOUTHWESTERLY LINE FROM INTERSECTION THEREOF WITH THE CENTERLINE OF CARMENITA ROAD AS SHOWN ON SAID PARCEL MAP NO. 1307; THENCE ALONG SAID LINE S 46°06'33" E, 147.83 FEET (45.060 M) TO SAID SOUTHEASTERLY TERMINUS, BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3257.70 FEET (992.95 M), A RADIAL LINE OF SAID NON-TANGENT CURVE BEARS S 37°44'01" W; THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 1°26'23", AN ARC DISTANCE OF 81.85 FEET (24.949 M); THENCE TANGENT S 53°42'22" E, 141.30 FEET (43.069 M) TO THE INTERSECTION THEREOF WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 368.77 FEET (112.400 M), SAID CURVE BEING THE SOUTHEASTERLY CONTINUATION OF A CERTAIN CURVE ON THE WESTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN STATE PARCEL DD 77064-05-01 BY DEED RECORDED DECEMBER 12, 2018 AS DOCUMENT NO. 20180144668 OF OFFICIAL RECORDS IN

SAID OFFICE, A RADIAL LINE OF SAID INTERSECTION OF SAID CURVE BEARS S 45°11'34" W; THENCE NORTHWESTERLY ALONG SAID LAST CURVE THROUGH A CENTRAL ANGLE OF 18° 03' 35", AN ARC DISTANCE OF 116.24 FEET (35.429 M) TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE N 57°01'37" W, 89.06 FEET (27.147 M) TO THE **POINT OF BEGINNING**.

RESERVING TO THE STATE OF CALIFORNIA, A FOOTING EASEMENT AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, AND RENEW, AND ENLARGE THE EXISTING FOOTING FACILITIES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UNDER, UPON, OVER AND ACROSS THAT PORTION OF THE NORTHEASTERLY 28.00 FEET (8.634 M) OF THE 45.00 FEET (13.716 M) WIDE FREEWAY DRIVE, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON PARCEL MAP NO. 1307 IN BOOK 29, PAGES 41 AND 42 OF PARCEL MAPS IN THE OFFICE OF THE REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY, A STRIP OF LAND 1.80 FEET WIDE (0.550 M), THE SOUTHWESTERLY SIDELINE OF SAID STRIP DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 28.00 FEET (8.534 M) OF SAID FREEWAY DRIVE WITH THE CENTERLINE OF CARMENITA ROAD AS BOTH SHOWN ON SAID PARCEL MAP NO. 1307; THENCE ALONG SAID SOUTHWESTERLY LINE S 57°01'37" E; 732.10 FEET (223.143 M); THENCE N 46°06'33" W, 30.56 FEET (9.316 M) TO THE TRUE POINT OF BEGINNING OF SAID STRIP; THENCE ALONG THE PROLONGATION OF SAID LAST COURSE N 46°06'33" W, 117.27 FEET (35.744 M) TO THE NORTHEASTERLY LINE OF SAID FREEWAY DRIVE.

THE NORTHEASTERLY SIDELINE OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO TO TERMINATES NORTHWESTERLY AT SAID NORTHEASTERLY LINE OF FREEWAY DRIVE.

ALSO RESERVING TO THE STATE OF CALIFORNIA, A MAINTENANCE EASEMENT AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING MAINTENANCE FACILITIES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN AND TO THAT PORTION OF THE FREEWAY DRIVE 45.00 FEET (13.716 M) WIDE, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON PARCEL MAP NO. 1307 IN BOOK 29, PAGES 41 AND 42 OF PARCEL MAPS IN THE OFFICE OF THE REGISTRAR- RECORDER/COUNTY CLERK OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 28.00 FEET (8.534 M) OF SAID 45.00 FEET WIDE (13.716 M) FREEWAY DRIVE DISTANT S 57°01'37" E, 732.10 FEET (223.143 M) ALONG SAID SOUTHWESTERLY LINE FROM THE CENTERLINE OF CARMENITA ROAD AS SHOWN ON SAID PARCEL MAP NO. 1307, SAID POINT BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3257.70 FEET (992.950 M) TO WHICH A RADIAL LINE BEARS S 37°44'01" W; THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 1°26'23", AN ARC LENGTH OF 81.85 FEET (24.949 M); THENCE TANGENT S 53°42'22" E, 141.30 FEET (43.069 M) TO THE INTERSECTION THEREOF WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 368.77 FEET (112.400 M), SAID CURVE BEING THE SOUTHEASTERLY CONTINUATION OF A CERTAIN CURVE ON THE WESTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN STATE PARCEL DD 77064-05-01 BY DEED RECORDED DECEMBER 12, 2018 AS DOCUMENT NO. 20180144668 OF OFFICIAL RECORDS IN SAID OFFICE, A RADIAL LINE OF SAID INTERSECTION OF SAID CURVE BEARS S 45°11'34" W; THENCE NORTHWESTERLY ALONG SAID LAST CURVE THROUGH A CENTRAL ANGLE OF 16°21'30", AN ARC LENGTH OF 105.29 FEET (32.091 M); THENCE NON TANGENT S 57°52'41" W, 9.50 FEET (2.894 M); THENCE N 53°33'44" W; 165.44 FEET (50.425 M); THENCE N 46°06'23" W; 21.09 FEET (6.428 M) TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FREEWAY

DRIVE; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE N 57°01'37" W, 79.69 FEET (24.288 M) TO A LINE HAVING A BEARING OF N 46°06'33" W PASSING THROUGH POINT OF BEGINNING; THENCE ALONG SAID LINE S 46°06'33" E, 147.83 FEET (45.060 M) TO THE POINT OF BEGINNING.

ALSO RESERVING TO THE CITY OF SANTA FE SPRINGS, A SANITARY SEWER EASEMENT AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING SANITARY SEWER FACILITIES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UNDER, ALONG, UPON AND ACROSS THAT PORTION OF THE NORTHEASTERLY 28.00 FEET (8.534 M) OF THE 45.00 FEET (13.816 M) WIDE FREEWAY DRIVE, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON PARCEL MAP NO. 1307 IN BOOK 29, PAGES 41 AND 42 OF PARCEL MAPS IN THE OFFICE OF THE REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY, A STRIP OF LAND 10.00 FEET (3.048 M) WIDE, THE SOUTHWESTERLY LINE OF SAID STRIP DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID FREEWAY DRIVE DISTANT ALONG SAID LINE N 57°01'37" W, 128.61 FEET (39.200 M) FROM THE WESTERLY LINE OF PARCEL 1 AS SHOWN ON SAID PARCEL MAP NO. 1307; THENCE S 45°17'00" E, 83.50 FEET (25.451 M); THENCE S 57°01'37" E, 168.69 FEET (51.418 M) TO A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 368.77 FEET (112.400 M), SAID CURVE BEING THE SOUTHEASTERLY CONTINUATION OF A CERTAIN CURVE ON THE WESTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN STATE PARCEL DD 77064-05-01 BY DEED RECORDED DECEMBER 12, 2018 AS DOCUMENT NO. 20180144668 OF OFFICIAL RECORDS IN SAID OFFICE AND THE END OF DESCRIBED LINE.

THE NORTHEASTERLY LINE OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AT THE INTERSECTION OF ITS ANGLE POINT AND TERMINATES

NORTHWESTERLY AT SAID NORTHEASTERLY LINE OF SAID FREEWAY DRIVE AND SOUTHEASTERLY AT SAID CONTINUED CURVE.

ALSO RESERVING TO THE CITY OF SANTA FE SPRINGS, A DRAINAGE EASEMENT AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING DRAINAGE FACILITIES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN AND TO THAT PORTION OF THE FREEWAY DRIVE 45.00 FEET (13.716 M) WIDE, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON PARCEL MAP NO. 1307 IN BOOK 29, PAGES 41 AND 42 OF PARCEL MAPS IN THE OFFICE OF THE REGISTRAR-RECORDER/ COUNTY CLERK OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 28.00 FEET (8.534 M) OF SAID 45.00 FEET (13.716 M) WIDE FREEWAY DRIVE WITH THE CENTERLINE OF CARMENITA ROAD AS BOTH SHOWN ON SAID PARCEL MAP NO. 1307; THENCE ALONG SAID SOUTHWESTERLY LINE S 57°01'37" E, 732. 10 FEET (223.143 M) TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3257.70 FEET (992.950 M), A RADIAL LINE OF SAID CURVE BEARS S 37°44'01" W; THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 0°31'53", AN ARC LENGTH OF 30.22 FEET (9.211 M) TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°13'43", AN ARC LENGTH OF 13.00 FEET (3.962 M); THENCE N 37°21'49" E, 17.23 FEET (5.252 M); THENCE N 52°55'00" W, 13.00 FEET (3.962 M) TO A LINE PARALLEL WITH THE SECOND PREVIOUS COURSE PASSING THROUGH THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL S 37°21'49" W, 17.23 FEET (5.252 M) TO THE TRUE POINT OF BEGINNING.

ALSO RESERVING TO VERIZON, A UTILITY EASEMENT AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING UTILITY FACILITIES, NAMELY,

DISTRIBUTION LINE AND POLES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UNDER, UPON, OVER AND ACROSS THAT PORTION OF FREEWAY DRIVE 45.00 FEET WIDE IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON PARCEL MAP NO. 1307 IN BOOK 29, PAGES 41 AND 42 OF PARCEL MAPS IN THE OFFICE OF THE REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED PARCEL AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID FREEWAY DRIVE WITH THE WESTERLY LINE OF SAID PARCEL 1 AS BOTH SHOWN ON SAID PARCEL MAP 1307; THENCE ALONG SAID NORTHEASTERLY LINE N 57°01'37" W, 76.44 FEET (23.300 M); THENCE AT RIGHT ANGLE S 32°58'23" W, 7.00 FEET (2.134 M); THENCE PARALLEL WITH SAID NORTHEASTERLY LINE S 57°01'37" E, 120.18 FEET (36.632 M); THENCE S 33°09'20" W, 26.03 FEET (7.935 M) TO A POINT ON A CURVE BEING A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3257.70 FEET (992.950M) TO WHICH A RADIAL LINE OF SAID POINT BEARS S 36°30'34" W, THE NORTHWESTERLY TERMINUS OF SAID CURVE TERMINATES ON THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 28.00 FEET OF SAID 45.00 FEET WIDE FREEWAY DRIVE, DISTANT S 57°01'37" E, 732.10 FEET ALONG SAID SOUTHWESTERLY LINE FROM THE CENTERLINE OF CARMENITA ROAD SHOWN ON SAID PARCEL MAP NO. 1307 TO WHICH A RADIAL LINE OF SAID TERMINUS BEARS S 37°44'01" W; THENCE FROM SAID POINT OF A CURVE, SOUTHEASTERLY ALONG THE CONTINUATION OF SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 0°10'34", AN ARC LENGTH OF 10.02 FEET (3.053 M) TO A LINE PARALLEL WITH AND SOUTHEASTERLY 10.00 FEET MEASURED AT RIGHT ANGLE FROM ABOVE DESCRIBED COURSE AS "S 33°09'20" W"; THENCE ALONG SAID PARALLEL LINE N 33°09'20" E, 57.01 FEET (17.378 M) TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 368.77 FEET (112.400 M) TO WHICH A RADIAL LINE OF SAID POINT BEARS S 69°49'30" W, SAID CURVE BEING THE SOUTHEASTERLY CONTINUATION

APPROVED:
ITEM NO.:

Exhibit "B-2"

Freeway Drive Right-of-Way Map

EXHIBIT "B-2"

COUNTY OF LOS ANGELES CITY OF SANTA FE SPRINGS

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

EXHIBIT PLAT MAP FREEWAY DRIVE

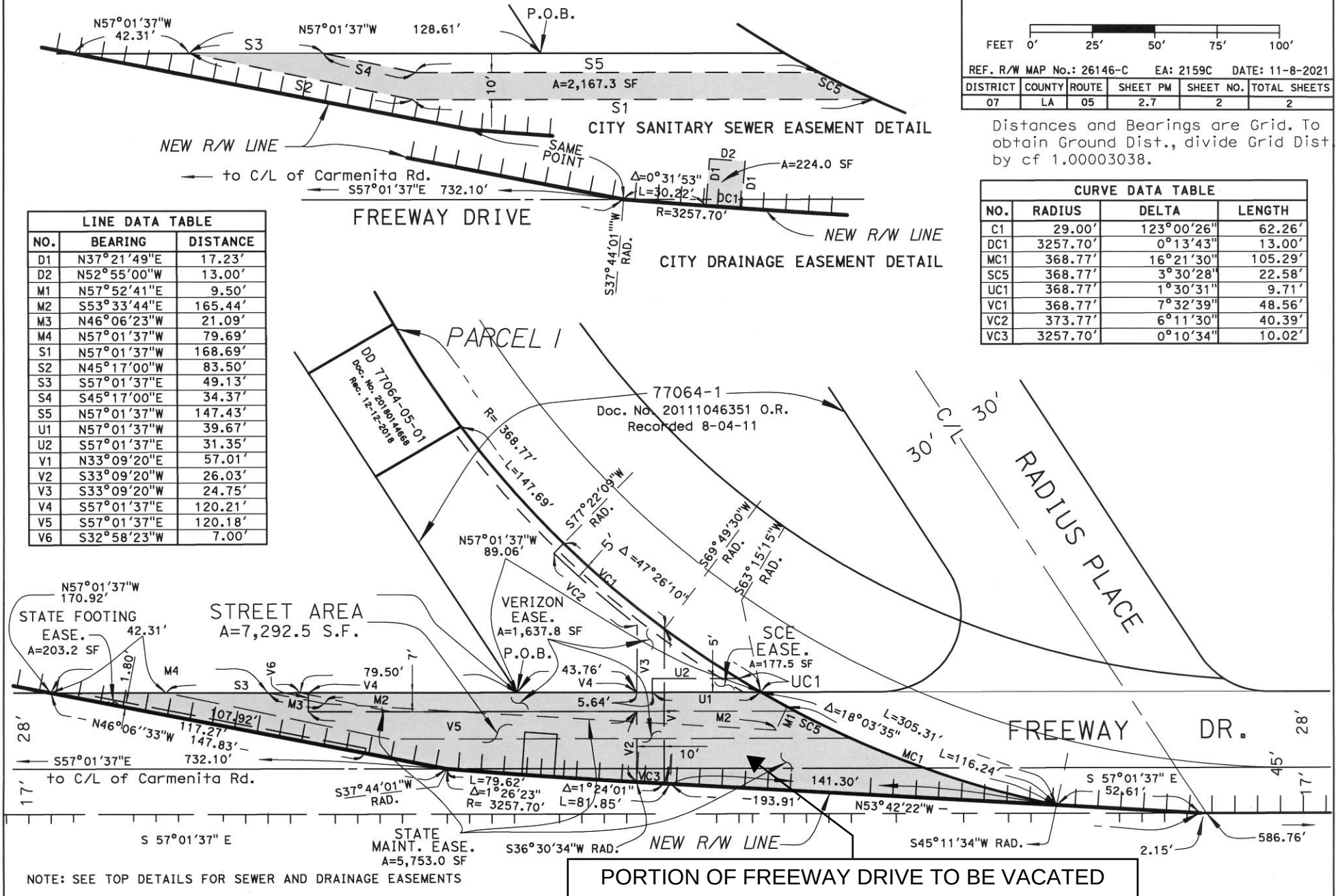


REF. R/W MAP No.: 26146-C			EA: 2159C	DATE: 11-8-2021	
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
07	LA	05	2.7	2	2

Distances and Bearings are Grid. To obtain Ground Dist., divide Grid Dist. by cf 1.00003038.

CURVE DATA TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	29.00'	123°00'26"	62.26'
DC1	3257.70'	0°13'43"	13.00'
MC1	368.77'	16°21'30"	105.29'
SC5	368.77'	3°30'28"	22.58'
UC1	368.77'	1°30'31"	9.71'
VC1	368.77'	7°32'39"	48.56'
VC2	373.77'	6°11'30"	40.39'
VC3	3257.70'	0°10'34"	10.02'

LINE DATA TABLE		
NO.	BEARING	DISTANCE
D1	N37°21'49"E	17.23'
D2	N52°55'00"W	13.00'
M1	N57°52'41"E	9.50'
M2	S53°33'44"E	165.44'
M3	N46°06'23"W	21.09'
M4	N57°01'37"W	79.69'
S1	N57°01'37"W	168.69'
S2	N45°17'00"W	83.50'
S3	S57°01'37"E	49.13'
S4	S45°17'00"E	34.37'
S5	N57°01'37"W	147.43'
U1	N57°01'37"W	39.67'
U2	S57°01'37"E	31.35'
V1	N33°09'20"E	57.01'
V2	S33°09'20"W	26.03'
V3	S33°09'20"W	24.75'
V4	S57°01'37"E	120.21'
V5	S57°01'37"E	120.18'
V6	S32°58'23"W	7.00'



NOTE: SEE TOP DETAILS FOR SEWER AND DRAINAGE EASEMENTS

PORTION OF FREEWAY DRIVE TO BE VACATED



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Julio Morales, Director of Finance

SUBJECT: **RESOLUTION NO. 9965 – ADOPTION OF ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEAR 2025-26**

DATE: July 1, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Adopt Resolution No. 9965 setting the appropriation limit for Fiscal Year 2025-26.

FISCAL IMPACT

N/A

BACKGROUND

As required by Article XIII B of the State Constitution, the City Council annually revises the appropriation limit for each upcoming fiscal year. The limit establishes the maximum amount of taxes the City is allowed to collect and appropriate.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

We recently received information regarding the various factors that we may use to adjust the appropriations limit for Fiscal Year 2025-26.

The limit is adjusted each year based on two categories of adjustments, changes in (1) cost of living and (2) population. Within each adjustment category there are two factors from which the City can choose in calculating the new limit.

For the cost of living adjustment, the law allows a choice between the following:

- The increase in California per capita income (6.44%)
- The percentage change in the local assessment roll due to the addition of non-residential new construction (7.58%)

For the population growth adjustment, the law allows a choice between the following:

- Los Angeles County population change (increase of 0.30%).
- The City of Santa Fe Springs' own population change (increase of 0.90%).

Using the most advantageous factors above (change in the local assessment roll due to the addition of non-residential new construction and the change in the City of Santa Fe Springs' own population change), the City's appropriation limit for Fiscal Year 2025-26 is calculated to be \$3,755,077,240. The City's Fiscal Year 2025-26 budget subject to this limit is calculated at \$76,455,909.

The majority of California cities report appropriation limits well in excess of actual appropriations subject to the limit. For the City of Santa Fe Springs, the large excess of the limit over subject appropriations is primarily a result of the fact that the change in local assessment roll due to the addition of non-residential new construction ranged from 7.33% to 33.15% between fiscal years 2006-07 and 2024-25.

The appropriations limit, which seeks to cap increases in government spending, was established by the passage of Proposition 4 in 1979. The limit was put in place one year following the passage of Proposition 13 in 1978, which limited cities' ability to increase property tax revenue. Proposition 218, passed in November 1996, also limited cities' ability to implement or raise general-purpose taxes, assessments, and certain property-related fees without voter approval. Although the City has the capacity to increase spending under the appropriations limit restriction, the City's budget is constrained by limits on increasing revenues.

The appropriation limit calculation and appropriations subject to the limit are detailed in Exhibit A of Resolution No. 9965.

SUMMARY/NEXT STEPS

The GANN appropriation limit will be added to the budget document.

ATTACHMENT(S):

- A. Resolution No. 9965 (including Exhibit A)
- B. Adjustment factors information from the State of California and the County of Los Angeles

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

RESOLUTION NO. 9965

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
ADOPTING THE ANNUAL APPROPRIATION LIMIT FOR THE FISCAL YEAR 2025-26**

WHEREAS, the City Council must annually adjust the appropriation limit based on either the change in the California per capita personal income or the percentage change in local assessment roll from the preceding year due to the addition of local non-residential construction in the City and either the City's own population growth or the population growth of the entire county; and

WHEREAS, the decision as to which of the options to select must be done by a recorded vote of the City Council;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

Section 1: In calculating the appropriation limit, the City has utilized the percentage change in the California per capita income applicable to the fiscal year 2025-26 limit of 6.44%.

Section 2: In calculating the appropriation limit, the City has utilized the population growth factor for the County of Los Angeles population from January 1, 2024 to January 1, 2025 of 0.30%.

Section 3: The appropriation limit for Fiscal Year 2025-26 is \$3,755,077,240 as calculated on Exhibit "A" attached hereto.

Section 4: The City reserves the right to change or revise any growth factors associated with the calculation of the appropriation limit in the present or future.

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

PASSED, APPROVED and ADOPTED this 1st day of July 2025 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William Rounds, Mayor

ATTEST:

Fernando Munoz, City Clerk

EXHIBIT A

CALCULATION OF APPROPRIATION LIMIT FISCAL YEAR 2025-26

	Amount
Fiscal Year 2024-25 Appropriation Limit	\$ 3,517,307,269
Adjustment Factor (Rounded to 4 Decimal Places)	1.0676 (A)
Adjustment	237,769,971
Fiscal Year 2025-26 Appropriation Limit	\$ 3,755,077,240 (B)

		Change
	%	As a Ratio
Adjustment Factor Calculation:		
Adjustment for increase in California Per Capita Income:	6.44%	1.0644
Adjustment for growth in County of Los Angeles:	0.30%	1.0030
Combined Adjustment Factor	1.0644 X 1.0030	1.0676 (A)

Appropriations Subject to the Limit (2025-26 Proposed Budget Figures):

Property Tax	\$ 5,778,508
Utility User's Tax	8,240,000
Sales & Transaction & Use Tax	56,204,735
Transient Occupancy Tax	145,887
Business Operations Tax	701,882
Property Transfer Tax	232,733
Barrel Tax	113,468
Vehicle in Lieu Tax	2,943,696
Interest (50% allocated to proceeds from taxes)	1,750,000
Public Safety Augmentation Fund	245,000
Supplemental Law Enforcement Services Fund	100,000
Total Appropriations Subject to the Limit	76,455,909
Appropriations Limit	3,755,077,240 (B)
Amount Under the Limit	\$ 3,678,621,331

FISCAL YEAR 2025-26
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Alameda City	Alameda	-0.22	78,406	78,236	79,020
Albany City	Alameda	0.28	20,520	20,578	20,578
Berkeley City	Alameda	1.32	126,676	128,348	128,348
Dublin City	Alameda	2.17	72,462	74,031	74,691
Emeryville City	Alameda	-0.28	13,509	13,471	13,471
Fremont City	Alameda	0.16	232,241	232,619	232,619
Hayward City	Alameda	0.24	161,977	162,359	162,359
Livermore City	Alameda	-0.23	86,094	85,899	85,899
Newark City	Alameda	1.04	48,382	48,886	48,886
Oakland City	Alameda	0.52	424,015	426,237	426,457
Piedmont City	Alameda	-0.28	10,836	10,806	10,806
Pleasanton City	Alameda	-0.38	77,526	77,232	77,232
San Leandro City	Alameda	-0.35	88,124	87,813	87,813
Union City	Alameda	-0.36	66,898	66,657	66,657
Unincorporated	Alameda	-0.27	147,978	147,579	147,646
Incorporated	Alameda	0.37	1,507,666	1,513,172	1,514,836
County Total	Alameda	0.31	1,655,644	1,660,751	1,662,482
Unincorporated	Alpine	-0.42	1,181	1,176	1,177
County Total	Alpine	-0.42	1,181	1,176	1,177
Amador City	Amador	-0.51	197	196	196
Ione City	Amador	-0.19	5,173	5,163	9,037
Jackson City	Amador	-1.69	4,905	4,822	4,822
Plymouth City	Amador	1.17	1,109	1,122	1,122
Sutter Creek City	Amador	-1.63	2,580	2,538	2,538
Unincorporated	Amador	-1.63	22,167	21,805	21,848
Incorporated	Amador	-0.88	13,964	13,841	17,715
County Total	Amador	-1.34	36,131	35,646	39,563
Biggs City	Butte	-1.25	1,998	1,973	1,973
Chico City	Butte	2.59	110,971	113,847	113,847
Gridley City	Butte	-1.10	7,383	7,302	7,302
Oroville City	Butte	2.25	19,221	19,653	19,653
Paradise Town	Butte	7.83	10,283	11,088	11,088
Unincorporated	Butte	-7.51	58,017	53,662	53,662
Incorporated	Butte	2.67	149,856	153,863	153,863
County Total	Butte	-0.17	207,873	207,525	207,525
Angels City	Calaveras	-0.42	3,585	3,570	3,570
Unincorporated	Calaveras	-0.21	41,183	41,096	41,152
Incorporated	Calaveras	-0.42	3,585	3,570	3,570
County Total	Calaveras	-0.23	44,768	44,666	44,722
Colusa City	Colusa	-0.18	6,548	6,536	6,536
Williams City	Colusa	-0.48	5,616	5,589	5,589
Unincorporated	Colusa	-0.28	9,929	9,901	9,901
Incorporated	Colusa	-0.32	12,164	12,125	12,125
County Total	Colusa	-0.30	22,093	22,026	22,026
Antioch City	Contra Costa	0.52	116,177	116,781	116,781
Brentwood City	Contra Costa	0.60	65,353	65,747	65,747
Clayton City	Contra Costa	-0.46	10,793	10,743	10,743
Concord City	Contra Costa	-0.34	123,074	122,650	122,650
Danville Town	Contra Costa	-0.16	43,030	42,960	42,960
El Cerrito City	Contra Costa	-0.31	25,943	25,862	25,862
Hercules City	Contra Costa	-0.50	26,357	26,225	26,225
Lafayette City	Contra Costa	-0.08	25,073	25,054	25,054
Martinez City	Contra Costa	-0.15	36,871	36,817	36,817
Moraga City	Contra Costa	-1.98	16,973	16,637	16,637
Oakley City	Contra Costa	1.32	46,218	46,826	46,826
Orinda City	Contra Costa	-0.23	19,395	19,351	19,351
Pinole City	Contra Costa	-0.45	18,344	18,261	18,261
Pittsburg City	Contra Costa	0.64	75,887	76,374	76,374
Pleasant Hill City	Contra Costa	-0.28	33,694	33,601	33,601
Richmond City	Contra Costa	-0.24	113,872	113,594	113,594
San Pablo City	Contra Costa	0.18	31,450	31,507	31,507
San Ramon City	Contra Costa	0.18	83,245	83,391	83,391
Walnut Creek City	Contra Costa	-0.44	70,238	69,927	69,927
Unincorporated	Contra Costa	-0.20	176,178	175,833	175,917
Incorporated	Contra Costa	0.03	981,987	982,308	982,308
County Total	Contra Costa	0.00	1,158,165	1,158,141	1,158,225
Crescent City	Del Norte	-0.69	4,064	4,036	6,056
Unincorporated	Del Norte	-1.44	20,738	20,439	20,488
Incorporated	Del Norte	-0.69	4,064	4,036	6,056
County Total	Del Norte	-1.32	24,802	24,475	26,544
Placerville City	El Dorado	0.14	10,617	10,632	10,642
South Lake Tahoe City	El Dorado	-0.05	21,033	21,022	21,022
Unincorporated	El Dorado	0.09	158,862	159,009	159,106
Incorporated	El Dorado	0.01	31,650	31,654	31,664

FISCAL YEAR 2025-26
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
County Total	El Dorado	0.08	190,512	190,663	190,770
Clovis City	Fresno	1.13	127,674	129,121	129,121
Coalinga City	Fresno	0.00	13,419	13,419	17,608
Firebaugh City	Fresno	2.40	8,510	8,714	8,714
Fowler City	Fresno	3.11	7,436	7,667	7,667
Fresno City	Fresno	0.77	552,416	556,690	557,032
Huron City	Fresno	7.96	6,421	6,932	6,932
Kerman City	Fresno	0.76	17,403	17,535	17,535
Kingsburg City	Fresno	0.90	13,167	13,285	13,285
Mendota City	Fresno	0.89	12,598	12,710	12,710
Orange Cove City	Fresno	0.99	9,622	9,717	9,717
Parlier City	Fresno	0.78	14,535	14,649	14,649
Reedley City	Fresno	2.52	25,950	26,603	26,603
Sanger City	Fresno	1.44	26,652	27,037	27,037
San Joaquin City	Fresno	0.03	3,653	3,654	3,654
Selma City	Fresno	0.40	24,487	24,585	24,585
Unincorporated	Fresno	0.17	158,883	159,148	160,204
Incorporated	Fresno	0.97	863,943	872,318	876,849
County Total	Fresno	0.84	1,022,826	1,031,466	1,037,053
Orland City	Glenn	1.17	8,603	8,704	8,704
Willows City	Glenn	1.62	6,372	6,475	6,475
Unincorporated	Glenn	1.33	14,004	14,190	14,190
Incorporated	Glenn	1.36	14,975	15,179	15,179
County Total	Glenn	1.35	28,979	29,369	29,369
Arcata City	Humboldt	1.66	18,691	19,001	19,001
Blue Lake City	Humboldt	-0.70	1,144	1,136	1,136
Eureka City	Humboldt	0.00	25,966	25,967	26,122
Ferndale City	Humboldt	-0.44	1,367	1,361	1,361
Fortuna City	Humboldt	-0.38	12,245	12,198	12,198
Rio Dell City	Humboldt	-0.71	3,255	3,232	3,232
Trinidad City	Humboldt	-0.67	298	296	296
Unincorporated	Humboldt	-0.73	70,625	70,107	70,471
Incorporated	Humboldt	0.36	62,966	63,191	63,346
County Total	Humboldt	-0.22	133,591	133,298	133,817
Brawley City	Imperial	0.84	28,710	28,952	28,952
Calexico City	Imperial	0.78	39,762	40,073	40,073
Calipatria City	Imperial	0.69	3,646	3,671	6,061
El Centro City	Imperial	1.12	45,456	45,966	46,007
Holtville City	Imperial	0.57	5,653	5,685	5,685
Imperial City	Imperial	1.98	22,422	22,866	22,866
Westmorland City	Imperial	0.39	2,076	2,084	2,084
Unincorporated	Imperial	0.59	31,371	31,557	34,771
Incorporated	Imperial	1.06	147,725	149,297	151,728
County Total	Imperial	0.98	179,096	180,854	186,499
Bishop City	Inyo	-0.10	3,854	3,850	3,850
Unincorporated	Inyo	-0.31	14,938	14,892	14,950
Incorporated	Inyo	-0.10	3,854	3,850	3,850
County Total	Inyo	-0.27	18,792	18,742	18,800
Arvin City	Kern	0.99	19,796	19,991	19,991
Bakersfield City	Kern	1.16	414,451	419,238	419,238
California City	Kern	0.97	13,189	13,317	13,317
Delano City	Kern	1.15	46,036	46,566	52,831
Maricopa City	Kern	0.59	1,018	1,024	1,024
McFarland City	Kern	2.24	13,902	14,213	14,213
Ridgecrest City	Kern	0.25	27,664	27,732	28,386
Shafter City	Kern	4.72	22,356	23,412	23,455
Taft City	Kern	-0.03	7,089	7,087	7,087
Tehachapi City	Kern	0.64	9,372	9,432	11,476
Wasco City	Kern	-2.55	23,447	22,850	26,235
Unincorporated	Kern	0.05	304,188	304,351	306,708
Incorporated	Kern	1.09	598,320	604,862	617,253
County Total	Kern	0.74	902,508	909,213	923,961
Avenal City	Kings	1.07	9,431	9,532	13,315
Corcoran City	Kings	0.88	13,547	13,666	21,612
Hanford City	Kings	2.31	59,856	61,238	61,238
Lemoore City	Kings	2.10	27,122	27,692	27,692
Unincorporated	Kings	1.45	25,135	25,500	30,158
Incorporated	Kings	1.98	109,956	112,128	123,857
County Total	Kings	1.88	135,091	137,628	154,015
Clearlake City	Lake	1.01	16,367	16,533	16,533
Lakeport City	Lake	-0.85	5,069	5,026	5,026
Unincorporated	Lake	-0.61	45,889	45,607	45,695
Incorporated	Lake	0.57	21,436	21,559	21,559
County Total	Lake	-0.24	67,325	67,166	67,254

FISCAL YEAR 2025-26
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Susanville City	Lassen	1.90	9,199	9,374	12,270
Unincorporated	Lassen	1.77	14,802	15,064	16,446
Incorporated	Lassen	1.90	9,199	9,374	12,270
County Total	Lassen	1.82	24,001	24,438	28,716
Agoura Hills City	Los Angeles	-0.18	19,940	19,904	19,904
Alhambra City	Los Angeles	0.22	82,176	82,353	82,374
Arcadia City	Los Angeles	0.13	56,044	56,116	56,116
Artesia City	Los Angeles	1.33	16,060	16,273	16,359
Avalon City	Los Angeles	-0.12	3,387	3,383	3,383
Azusa City	Los Angeles	-1.50	49,736	48,988	48,988
Baldwin Park City	Los Angeles	0.23	70,685	70,848	70,848
Bell City	Los Angeles	-0.15	33,366	33,315	33,315
Bellflower City	Los Angeles	-0.32	76,902	76,656	76,656
Bell Gardens City	Los Angeles	0.09	38,438	38,471	38,471
Beverly Hills City	Los Angeles	-0.12	31,984	31,945	31,945
Bradbury City	Los Angeles	0.78	895	902	902
Burbank City	Los Angeles	0.29	105,842	106,146	106,146
Calabasas City	Los Angeles	-0.26	22,856	22,797	22,797
Carson City	Los Angeles	0.07	91,745	91,808	91,812
Cerritos City	Los Angeles	-0.28	48,005	47,871	47,871
Claremont City	Los Angeles	-0.02	37,305	37,299	37,299
Commerce City	Los Angeles	-0.32	12,185	12,146	12,146
Compton City	Los Angeles	-0.01	93,699	93,692	93,692
Covina City	Los Angeles	0.92	50,625	51,090	51,090
Cudahy City	Los Angeles	-0.34	22,208	22,132	22,132
Culver City	Los Angeles	0.16	40,340	40,403	40,403
Diamond Bar City	Los Angeles	-0.07	53,577	53,539	53,539
Downey City	Los Angeles	-0.02	111,891	111,871	111,871
Duarte City	Los Angeles	-0.22	23,798	23,746	23,746
El Monte City	Los Angeles	0.82	107,056	107,938	107,986
El Segundo City	Los Angeles	-0.11	16,976	16,958	16,983
Gardena City	Los Angeles	0.14	60,176	60,263	60,263
Glendale City	Los Angeles	0.26	191,706	192,212	192,212
Glendora City	Los Angeles	-0.07	51,289	51,254	51,254
Hawaiian Gardens City	Los Angeles	0.07	13,552	13,561	13,561
Hawthorne City	Los Angeles	-0.25	85,868	85,653	85,653
Hermosa Beach City	Los Angeles	-0.22	19,055	19,014	19,014
Hidden Hills City	Los Angeles	0.23	1,742	1,746	1,746
Huntington Park City	Los Angeles	-0.32	53,213	53,041	53,051
Industry City	Los Angeles	-0.23	432	431	431
Inglewood City	Los Angeles	-0.29	106,617	106,305	106,305
Irwindale City	Los Angeles	-0.07	1,510	1,509	1,509
La Canada Flintridge City	Los Angeles	0.05	20,149	20,160	20,160
La Habra Heights City	Los Angeles	-0.13	5,510	5,503	5,503
Lakewood City	Los Angeles	0.10	80,517	80,596	80,596
La Mirada City	Los Angeles	-0.17	48,315	48,233	48,233
Lancaster City	Los Angeles	1.62	170,661	173,424	177,768
La Puente City	Los Angeles	0.10	37,508	37,546	37,546
La Verne City	Los Angeles	0.59	32,111	32,300	32,300
Lawndale City	Los Angeles	-0.20	30,921	30,860	30,860
Lomita City	Los Angeles	0.04	20,398	20,407	20,407
Long Beach City	Los Angeles	0.44	460,230	462,246	462,561
Los Angeles City	Los Angeles	0.44	3,813,575	3,830,479	3,835,263
Lynwood City	Los Angeles	0.45	66,360	66,660	66,660
Malibu City	Los Angeles	-0.18	10,623	10,604	10,604
Manhattan Beach City	Los Angeles	-0.18	34,111	34,051	34,051
Maywood City	Los Angeles	-0.25	24,557	24,496	24,496
Monrovia City	Los Angeles	1.94	38,181	38,920	38,920
Montebello City	Los Angeles	0.79	62,243	62,732	62,732
Monterey Park City	Los Angeles	-0.13	59,342	59,262	59,269
Norwalk City	Los Angeles	-0.32	100,585	100,265	101,075
Palmdale City	Los Angeles	0.31	166,580	167,097	167,097
Palos Verdes Estates City	Los Angeles	-0.12	13,014	12,999	12,999
Paramount City	Los Angeles	-0.08	52,415	52,371	52,371
Pasadena City	Los Angeles	0.41	140,054	140,631	140,631
Pico Rivera City	Los Angeles	0.00	60,859	60,858	60,858
Pomona City	Los Angeles	0.68	152,005	153,042	153,042
Rancho Palos Verdes City	Los Angeles	-0.25	40,831	40,727	40,727
Redondo Beach City	Los Angeles	-0.33	68,319	68,091	68,091
Rolling Hills City	Los Angeles	0.24	1,673	1,677	1,677
Rolling Hills Estates City	Los Angeles	-0.14	8,557	8,545	8,545
Rosemead City	Los Angeles	0.41	50,296	50,501	50,501
San Dimas City	Los Angeles	-0.05	34,226	34,209	34,209
San Fernando City	Los Angeles	0.62	23,546	23,692	23,692

FISCAL YEAR 2025-26
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
San Gabriel City	Los Angeles	1.00	38,569	38,953	38,953
San Marino City	Los Angeles	-0.09	12,341	12,330	12,330
Santa Clarita City	Los Angeles	0.35	231,573	232,377	232,377
Santa Fe Springs City	Los Angeles	0.90	18,341	18,506	18,680
Santa Monica City	Los Angeles	0.19	93,034	93,212	93,212
Sierra Madre City	Los Angeles	-0.30	10,903	10,870	10,870
Signal Hill City	Los Angeles	-0.31	11,457	11,421	11,421
South El Monte City	Los Angeles	-0.02	19,538	19,535	19,535
South Gate City	Los Angeles	0.08	92,883	92,955	92,955
South Pasadena City	Los Angeles	0.06	26,272	26,287	26,287
Temple City	Los Angeles	0.70	36,069	36,322	36,322
Torrance City	Los Angeles	-0.10	143,410	143,261	143,261
Vernon City	Los Angeles	-0.48	208	207	207
Walnut City	Los Angeles	0.74	28,008	28,214	28,214
West Covina City	Los Angeles	-0.21	109,657	109,428	109,428
West Hollywood City	Los Angeles	0.10	35,250	35,284	35,284
Westlake Village City	Los Angeles	-0.31	7,943	7,918	7,918
Whittier City	Los Angeles	0.03	87,820	87,850	87,850
Unincorporated	Los Angeles	0.18	1,001,862	1,003,674	1,004,490
Incorporated	Los Angeles	0.31	8,834,429	8,861,693	8,872,321
County Total	Los Angeles	0.30	9,836,291	9,865,367	9,876,811
Chowchilla City	Madera	-1.64	13,729	13,504	18,742
Madera City	Madera	-0.85	67,013	66,443	66,443
Unincorporated	Madera	2.24	75,718	77,414	77,414
Incorporated	Madera	-0.98	80,742	79,947	85,185
County Total	Madera	0.58	156,460	157,361	162,599
Belvedere City	Marin	0.29	2,052	2,058	2,058
Corte Madera City	Marin	0.09	9,947	9,956	9,966
Fairfax City	Marin	0.09	7,400	7,407	7,407
Larkspur City	Marin	-0.15	12,750	12,731	12,731
Mill Valley City	Marin	0.07	13,679	13,688	13,688
Novato City	Marin	0.22	51,372	51,486	51,690
Ross City	Marin	0.83	2,290	2,309	2,309
San Anselmo City	Marin	0.26	12,519	12,551	12,551
San Rafael City	Marin	-0.05	59,917	59,885	59,885
Sausalito City	Marin	0.07	6,936	6,941	6,941
Tiburon Town	Marin	0.18	8,894	8,910	8,910
Unincorporated	Marin	0.29	63,257	63,441	66,414
Incorporated	Marin	0.09	187,756	187,922	188,136
County Total	Marin	0.14	251,013	251,363	254,550
Unincorporated	Mariposa	-0.21	16,897	16,861	16,917
County Total	Mariposa	-0.21	16,897	16,861	16,917
Fort Bragg City	Mendocino	-0.10	7,194	7,187	7,187
Point Arena City	Mendocino	1.57	445	452	452
Ukiah City	Mendocino	0.60	16,227	16,325	16,325
Willits City	Mendocino	-0.31	4,853	4,838	4,838
Unincorporated	Mendocino	-0.09	61,031	60,975	61,025
Incorporated	Mendocino	0.29	28,719	28,802	28,802
County Total	Mendocino	0.03	89,750	89,777	89,827
Atwater City	Merced	-0.18	31,921	31,862	31,862
Dos Palos City	Merced	-0.28	5,728	5,712	5,712
Gustine City	Merced	-0.23	6,035	6,021	6,021
Livingston City	Merced	-0.07	14,451	14,441	14,441
Los Banos City	Merced	1.42	48,213	48,896	48,896
Merced City	Merced	5.26	93,138	98,039	98,039
Unincorporated	Merced	-4.65	91,101	86,861	88,109
Incorporated	Merced	2.75	199,486	204,971	204,971
County Total	Merced	0.43	290,587	291,832	293,080
Alturas City	Modoc	-0.19	2,662	2,657	2,657
Unincorporated	Modoc	-0.22	5,847	5,834	5,834
Incorporated	Modoc	-0.19	2,662	2,657	2,657
County Total	Modoc	-0.21	8,509	8,491	8,491
Mammoth Lakes Town	Mono	-1.47	7,145	7,040	7,040
Unincorporated	Mono	-1.75	5,647	5,548	5,644
Incorporated	Mono	-1.47	7,145	7,040	7,040
County Total	Mono	-1.59	12,792	12,588	12,684
Carmel-by-the-Sea City	Monterey	-0.23	3,056	3,049	3,049
Del Rey Oaks City	Monterey	-0.32	1,551	1,546	1,546
Gonzales City	Monterey	-0.30	8,459	8,434	8,434
Greenfield City	Monterey	1.18	20,543	20,785	20,785
King City	Monterey	1.09	14,189	14,344	14,344
Marina City	Monterey	1.12	22,831	23,086	23,086
Monterey City	Monterey	-0.33	24,282	24,202	27,273
Pacific Grove City	Monterey	-0.43	14,935	14,871	14,871

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City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Salinas City	Monterey	-0.24	161,039	160,645	160,645
Sand City	Monterey	-0.27	374	373	373
Seaside City	Monterey	1.35	26,367	26,724	32,019
Soledad City	Monterey	1.80	20,005	20,366	27,310
Unincorporated	Monterey	-0.14	105,111	104,962	105,096
Incorporated	Monterey	0.25	317,631	318,425	333,735
County Total	Monterey	0.15	422,742	423,387	438,831
American Canyon City	Napa	2.94	21,757	22,396	22,396
Calistoga City	Napa	-0.41	5,181	5,160	5,160
Napa City	Napa	0.28	77,520	77,736	77,736
St Helena City	Napa	-0.13	5,356	5,349	5,349
Yountville City	Napa	-0.54	2,056	2,045	2,638
Unincorporated	Napa	-0.30	21,840	21,775	22,845
Incorporated	Napa	0.73	111,870	112,686	113,279
County Total	Napa	0.56	133,710	134,461	136,124
Grass Valley City	Nevada	-0.72	13,461	13,364	13,364
Nevada City	Nevada	-0.86	3,365	3,336	3,336
Truckee Town	Nevada	0.03	16,923	16,928	16,928
Unincorporated	Nevada	-0.63	67,092	66,667	66,726
Incorporated	Nevada	-0.36	33,749	33,628	33,628
County Total	Nevada	-0.54	100,841	100,295	100,354
Aliso Viejo City	Orange	-0.45	50,442	50,213	50,213
Anaheim City	Orange	-0.08	341,967	341,686	341,773
Brea City	Orange	-0.42	48,101	47,900	47,900
Buena Park City	Orange	-0.13	82,772	82,667	82,667
Costa Mesa City	Orange	0.25	110,048	110,321	110,321
Cypress City	Orange	-0.13	49,563	49,499	49,499
Dana Point City	Orange	-0.37	32,850	32,730	32,730
Fountain Valley City	Orange	-0.09	56,612	56,560	56,560
Fullerton City	Orange	-0.31	141,909	141,469	141,469
Garden Grove City	Orange	0.12	171,260	171,470	171,492
Huntington Beach City	Orange	-0.19	193,510	193,134	193,134
Irvine City	Orange	0.79	316,119	318,629	318,629
Laguna Beach City	Orange	0.02	22,759	22,763	22,763
Laguna Hills City	Orange	-0.41	30,435	30,309	30,309
Laguna Niguel City	Orange	0.65	64,834	65,257	65,257
Laguna Woods City	Orange	-0.46	17,262	17,183	17,183
La Habra City	Orange	-0.06	61,236	61,202	61,202
Lake Forest City	Orange	0.10	87,553	87,639	87,639
La Palma City	Orange	-0.44	15,177	15,110	15,110
Los Alamitos City	Orange	-0.32	12,044	12,006	12,006
Mission Viejo City	Orange	-0.28	91,993	91,740	91,740
Newport Beach City	Orange	-0.41	82,995	82,654	82,654
Orange City	Orange	0.95	138,403	139,724	139,724
Placentia City	Orange	2.52	52,653	53,982	53,982
Rancho Santa Margarita City	Orange	-0.46	46,553	46,341	46,341
San Clemente City	Orange	-0.35	63,085	62,865	62,865
San Juan Capistrano City	Orange	0.23	35,247	35,329	35,329
Santa Ana City	Orange	0.68	313,210	315,325	315,325
Seal Beach City	Orange	-0.47	24,439	24,325	24,400
Stanton City	Orange	-0.06	40,576	40,552	40,552
Tustin City	Orange	-0.15	79,449	79,326	79,326
Villa Park City	Orange	-0.21	5,750	5,738	5,738
Westminster City	Orange	0.13	90,181	90,295	90,295
Yorba Linda City	Orange	-0.46	66,573	66,267	66,267
Unincorporated	Orange	0.54	132,313	133,023	133,033
Incorporated	Orange	0.15	3,037,560	3,042,210	3,042,394
County Total	Orange	0.17	3,169,873	3,175,233	3,175,427
Auburn City	Placer	-1.27	13,457	13,286	13,286
Colfax City	Placer	-1.48	2,026	1,996	1,996
Lincoln City	Placer	0.65	54,167	54,520	54,520
Loomis Town	Placer	-0.59	6,729	6,689	6,689
Rocklin City	Placer	0.28	72,967	73,172	73,172
Roseville City	Placer	0.76	157,304	158,494	158,494
Unincorporated	Placer	-0.44	113,786	113,289	113,289
Incorporated	Placer	0.49	306,650	308,157	308,157
County Total	Placer	0.24	420,436	421,446	421,446
Portola City	Plumas	-0.94	2,118	2,098	2,098
Unincorporated	Plumas	0.62	16,684	16,787	16,787
Incorporated	Plumas	-0.94	2,118	2,098	2,098
County Total	Plumas	0.44	18,802	18,885	18,885
Banning City	Riverside	-0.37	32,068	31,949	31,949
Beaumont City	Riverside	1.78	58,665	59,708	59,708
Blythe City	Riverside	-0.95	12,593	12,473	15,400

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City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Calimesa City	Riverside	-0.79	11,082	10,994	10,994
Canyon Lake City	Riverside	-0.74	11,086	11,004	11,004
Cathedral City	Riverside	-0.67	51,962	51,615	51,651
Coachella City	Riverside	0.76	44,050	44,384	44,384
Corona City	Riverside	-0.32	159,667	159,157	159,157
Desert Hot Springs City	Riverside	0.02	33,255	33,262	33,262
Eastvale City	Riverside	-0.68	70,274	69,799	69,799
Hemet City	Riverside	0.20	91,751	91,934	91,934
Indian Wells City	Riverside	0.06	4,859	4,862	4,862
Indio City	Riverside	-0.17	92,693	92,539	92,539
Jurupa Valley City	Riverside	-0.90	106,830	105,870	105,928
Lake Elsinore City	Riverside	0.97	72,934	73,638	73,783
La Quinta City	Riverside	-0.90	39,148	38,796	38,796
Menifee City	Riverside	1.30	113,837	115,316	115,316
Moreno Valley City	Riverside	-0.27	211,389	210,823	210,823
Murrieta City	Riverside	0.44	111,299	111,789	111,789
Norco City	Riverside	-0.63	22,563	22,421	25,221
Palm Desert City	Riverside	0.04	51,961	51,980	51,980
Palm Springs City	Riverside	-0.63	44,760	44,476	44,476
Perris City	Riverside	0.36	80,947	81,240	81,240
Rancho Mirage City	Riverside	-0.62	17,227	17,120	17,120
Riverside City	Riverside	-0.37	321,479	320,278	320,337
San Jacinto City	Riverside	0.10	54,936	54,990	54,990
Temecula City	Riverside	1.19	110,898	112,220	112,220
Wildomar City	Riverside	0.05	37,060	37,077	37,077
Unincorporated	Riverside	1.53	411,338	417,646	417,901
Incorporated	Riverside	0.02	2,071,273	2,071,714	2,077,739
County Total	Riverside	0.27	2,482,611	2,489,360	2,495,640
Citrus Heights City	Sacramento	-0.43	86,655	86,280	86,280
Elk Grove City	Sacramento	1.24	180,599	182,842	182,842
Folsom City	Sacramento	3.69	84,416	87,532	92,577
Galt City	Sacramento	1.38	25,738	26,092	26,092
Isleton City	Sacramento	-0.65	769	764	764
Rancho Cordova City	Sacramento	3.16	82,837	85,451	85,451
Sacramento City	Sacramento	0.31	526,327	527,979	527,979
Unincorporated	Sacramento	-0.26	604,360	602,760	602,760
Incorporated	Sacramento	0.97	987,341	996,940	1,001,985
County Total	Sacramento	0.50	1,591,701	1,599,700	1,604,745
Hollister City	San Benito	0.51	43,272	43,492	43,492
San Juan Bautista City	San Benito	-0.81	2,095	2,078	2,078
Unincorporated	San Benito	0.50	21,147	21,252	21,252
Incorporated	San Benito	0.45	45,367	45,570	45,570
County Total	San Benito	0.46	66,514	66,822	66,822
Adelanto City	San Bernardino	1.42	36,629	37,150	37,150
Apple Valley Town	San Bernardino	-0.11	75,339	75,255	75,262
Barstow City	San Bernardino	-0.55	24,634	24,498	24,811
Big Bear Lake City	San Bernardino	-0.48	4,977	4,953	4,953
Chino City	San Bernardino	1.76	90,123	91,712	95,206
Chino Hills City	San Bernardino	-0.18	77,452	77,314	77,314
Colton City	San Bernardino	-0.42	53,505	53,278	53,278
Fontana City	San Bernardino	0.96	217,084	219,172	219,172
Grand Terrace City	San Bernardino	-0.51	12,868	12,803	12,803
Hesperia City	San Bernardino	0.54	101,248	101,792	101,792
Highland City	San Bernardino	1.16	56,436	57,088	57,088
Loma Linda City	San Bernardino	-0.19	25,323	25,276	25,322
Montclair City	San Bernardino	-0.38	37,670	37,526	37,526
Needles City	San Bernardino	-0.54	4,817	4,791	4,791
Ontario City	San Bernardino	0.84	182,875	184,404	184,404
Rancho Cucamonga City	San Bernardino	0.44	175,227	175,992	175,992
Redlands City	San Bernardino	0.10	73,416	73,488	73,488
Rialto City	San Bernardino	1.09	104,426	105,565	105,565
San Bernardino City	San Bernardino	0.08	221,218	221,387	222,727
Twentynine Palms City	San Bernardino	7.84	14,775	15,934	24,257
Upland City	San Bernardino	-0.23	79,326	79,140	79,140
Victorville City	San Bernardino	0.49	135,981	136,652	141,013
Yucaipa City	San Bernardino	0.51	54,561	54,838	54,838
Yucca Valley Town	San Bernardino	0.03	22,021	22,027	22,027
Unincorporated	San Bernardino	-0.22	290,454	289,811	297,505
Incorporated	San Bernardino	0.54	1,881,931	1,892,035	1,909,919
County Total	San Bernardino	0.44	2,172,385	2,181,846	2,207,424
Carlsbad City	San Diego	-0.24	116,652	116,368	116,368
Chula Vista City	San Diego	0.19	280,590	281,137	281,401
Coronado City	San Diego	-0.41	17,471	17,400	22,610
Del Mar City	San Diego	0.05	3,948	3,950	3,950

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City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
El Cajon City	San Diego	-0.47	105,429	104,932	104,932
Encinitas City	San Diego	0.17	61,851	61,956	61,956
Escondido City	San Diego	-0.63	151,386	150,425	150,425
Imperial Beach City	San Diego	-0.35	26,462	26,369	26,369
La Mesa City	San Diego	-0.27	61,072	60,908	60,908
Lemon Grove City	San Diego	0.93	27,903	28,163	28,163
National City	San Diego	0.07	56,900	56,941	58,965
Oceanside City	San Diego	0.44	173,569	174,340	174,340
Poway City	San Diego	0.86	49,948	50,379	50,379
San Diego City	San Diego	1.15	1,378,448	1,394,234	1,408,937
San Marcos City	San Diego	-0.14	97,261	97,123	97,123
Santee City	San Diego	-0.60	59,928	59,568	59,568
Solana Beach City	San Diego	-0.52	13,054	12,986	12,986
Vista City	San Diego	-0.14	101,740	101,599	101,599
Unincorporated	San Diego	-0.19	470,041	469,135	509,160
Incorporated	San Diego	0.54	2,783,612	2,798,778	2,820,979
County Total	San Diego	0.44	3,253,653	3,267,913	3,330,139
San Francisco City	San Francisco	-0.39	844,789	841,467	842,027
Incorporated	San Francisco	-0.39	844,789	841,467	842,027
County Total	San Francisco	-0.39	844,789	841,467	842,027
Escalon City	San Joaquin	-1.43	7,337	7,232	7,232
Lathrop City	San Joaquin	4.03	37,102	38,596	38,596
Lodi City	San Joaquin	-0.25	67,262	67,093	67,093
Manteca City	San Joaquin	1.76	92,116	93,733	93,733
Mountain House City	San Joaquin	0.00		28,795	28,795
Ripon City	San Joaquin	-1.33	15,966	15,753	15,753
Stockton City	San Joaquin	-0.77	323,325	320,847	320,877
Tracy City	San Joaquin	0.73	97,501	98,215	98,215
Unincorporated	San Joaquin	-16.29	159,392	133,422	135,562
Incorporated	San Joaquin	4.63	640,609	670,264	670,294
County Total	San Joaquin	0.46	800,001	803,686	805,856
Arroyo Grande City	San Luis Obispo	-0.64	18,025	17,910	17,910
Atascadero City	San Luis Obispo	-0.72	29,305	29,093	30,134
El Paso de Robles City	San Luis Obispo	0.24	30,988	31,061	31,061
Grover Beach City	San Luis Obispo	-0.35	12,455	12,411	12,411
Morro Bay City	San Luis Obispo	0.00	10,404	10,404	10,404
Pismo Beach City	San Luis Obispo	-0.69	7,858	7,804	7,804
San Luis Obispo City	San Luis Obispo	1.52	48,791	49,534	49,534
Unincorporated	San Luis Obispo	-0.61	118,580	117,852	120,079
Incorporated	San Luis Obispo	0.25	157,826	158,217	159,258
County Total	San Luis Obispo	-0.12	276,406	276,069	279,337
Atherton Town	San Mateo	-0.33	7,030	7,007	7,007
Belmont City	San Mateo	3.90	27,146	28,206	28,206
Brisbane City	San Mateo	-0.51	4,700	4,676	4,676
Burlingame City	San Mateo	2.55	30,768	31,552	31,552
Colma Town	San Mateo	-0.70	1,421	1,411	1,411
Daly City	San Mateo	-0.16	102,315	102,155	102,155
East Palo Alto City	San Mateo	-0.65	29,325	29,133	29,133
Foster City	San Mateo	-0.60	32,856	32,658	32,658
Half Moon Bay City	San Mateo	-0.26	11,333	11,303	11,303
Hillsborough Town	San Mateo	0.38	11,211	11,254	11,254
Menlo Park City	San Mateo	-0.35	33,291	33,175	33,311
Millbrae City	San Mateo	-0.53	23,288	23,164	23,164
Pacifica City	San Mateo	-0.41	37,365	37,212	37,217
Portola Valley Town	San Mateo	-0.02	4,286	4,285	4,285
Redwood City	San Mateo	-0.57	82,546	82,073	82,073
San Bruno City	San Mateo	0.29	42,507	42,631	42,631
San Carlos City	San Mateo	-0.45	29,669	29,535	29,535
San Mateo City	San Mateo	0.09	104,221	104,315	104,315
South San Francisco City	San Mateo	0.39	65,146	65,397	65,397
Woodside Town	San Mateo	0.58	5,176	5,206	5,206
Unincorporated	San Mateo	-0.32	62,047	61,848	61,848
Incorporated	San Mateo	0.11	685,600	686,348	686,489
County Total	San Mateo	0.07	747,647	748,196	748,337
Buellton City	Santa Barbara	2.23	4,980	5,091	5,091
Carpinteria City	Santa Barbara	0.09	12,723	12,735	12,735
Goleta City	Santa Barbara	0.45	32,601	32,747	32,747
Guadalupe City	Santa Barbara	1.81	8,694	8,851	8,851
Lompoc City	Santa Barbara	0.05	40,518	40,538	43,424
Santa Barbara City	Santa Barbara	0.31	86,159	86,422	86,451
Santa Maria City	Santa Barbara	1.19	110,885	112,208	112,208
Solvang City	Santa Barbara	0.47	5,728	5,755	5,755
Unincorporated	Santa Barbara	0.52	136,287	136,992	139,870
Incorporated	Santa Barbara	0.68	302,288	304,347	307,262

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City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
County Total	Santa Barbara	0.63	438,575	441,339	447,132
Campbell City	Santa Clara	-0.22	43,377	43,281	43,281
Cupertino City	Santa Clara	-0.09	59,887	59,831	59,831
Gilroy City	Santa Clara	1.10	61,402	62,076	62,205
Los Altos City	Santa Clara	0.62	31,523	31,720	31,720
Los Altos Hills Town	Santa Clara	0.33	8,520	8,548	8,548
Los Gatos Town	Santa Clara	-0.43	33,500	33,355	33,355
Milpitas City	Santa Clara	-0.59	82,401	81,915	81,915
Monte Sereno City	Santa Clara	0.66	3,613	3,637	3,637
Morgan Hill City	Santa Clara	0.06	46,573	46,599	46,599
Mountain View City	Santa Clara	-0.19	86,674	86,513	86,513
Palo Alto City	Santa Clara	0.31	68,550	68,763	68,794
San Jose City	Santa Clara	-0.08	980,174	979,415	979,415
Santa Clara City	Santa Clara	0.57	133,829	134,587	134,587
Saratoga City	Santa Clara	0.29	31,020	31,110	31,110
Sunnyvale City	Santa Clara	0.46	158,948	159,673	159,673
Unincorporated	Santa Clara	-0.21	90,602	90,412	91,076
Incorporated	Santa Clara	0.06	1,829,991	1,831,023	1,831,183
County Total	Santa Clara	0.04	1,920,593	1,921,435	1,922,259
Capitola City	Santa Cruz	-0.35	9,704	9,670	9,670
Santa Cruz City	Santa Cruz	0.18	62,861	62,972	62,972
Scotts Valley City	Santa Cruz	-0.04	11,836	11,831	11,831
Watsonville City	Santa Cruz	0.47	50,860	51,101	51,101
Unincorporated	Santa Cruz	-0.04	128,130	128,079	128,136
Incorporated	Santa Cruz	0.23	135,261	135,574	135,574
County Total	Santa Cruz	0.10	263,391	263,653	263,710
Anderson City	Shasta	-0.73	11,048	10,967	10,967
Redding City	Shasta	0.09	93,330	93,413	93,534
Shasta Lake City	Shasta	-0.74	10,209	10,133	10,133
Unincorporated	Shasta	-0.49	65,836	65,514	65,567
Incorporated	Shasta	-0.06	114,587	114,513	114,634
County Total	Shasta	-0.22	180,423	180,027	180,201
Loyalton City	Sierra	-0.27	732	730	730
Unincorporated	Sierra	-0.20	2,445	2,440	2,440
Incorporated	Sierra	-0.27	732	730	730
County Total	Sierra	-0.22	3,177	3,170	3,170
Dorris City	Siskiyou	-0.84	837	830	830
Dunsmuir City	Siskiyou	-0.91	1,643	1,628	1,628
Etna City	Siskiyou	-0.75	667	662	662
Fort Jones City	Siskiyou	-0.75	668	663	663
Montague City	Siskiyou	-0.42	1,200	1,195	1,195
Mount Shasta City	Siskiyou	-0.72	3,202	3,179	3,179
Tulelake City	Siskiyou	-0.82	858	851	851
Weed City	Siskiyou	0.30	2,708	2,716	2,716
Yreka City	Siskiyou	0.64	7,829	7,879	7,879
Unincorporated	Siskiyou	-0.49	23,772	23,656	23,708
Incorporated	Siskiyou	-0.05	19,612	19,603	19,603
County Total	Siskiyou	-0.29	43,384	43,259	43,311
Benicia City	Solano	-0.58	26,347	26,195	26,195
Dixon City	Solano	2.89	19,608	20,174	20,174
Fairfield City	Solano	-0.07	116,199	116,112	120,720
Rio Vista City	Solano	1.78	10,157	10,338	10,338
Suisun City	Solano	-0.13	29,074	29,036	29,036
Vacaville City	Solano	0.04	97,347	97,382	103,181
Vallejo City	Solano	-0.48	122,791	122,207	122,207
Unincorporated	Solano	-0.27	17,285	17,238	17,988
Incorporated	Solano	-0.02	421,523	421,444	431,851
County Total	Solano	-0.03	438,808	438,682	449,839
Cloverdale City	Sonoma	-0.97	8,763	8,678	8,678
Cotati City	Sonoma	-0.86	7,353	7,290	7,290
Healdsburg City	Sonoma	-0.35	11,010	10,972	10,972
Petaluma City	Sonoma	0.40	58,858	59,094	59,094
Rohnert Park City	Sonoma	-0.06	44,089	44,062	44,062
Santa Rosa City	Sonoma	0.80	177,043	178,452	178,452
Sebastopol City	Sonoma	0.40	7,338	7,367	7,367
Sonoma City	Sonoma	-0.83	10,595	10,507	10,507
Windsor Town	Sonoma	-0.17	25,669	25,625	25,625
Unincorporated	Sonoma	-0.46	130,591	129,985	130,801
Incorporated	Sonoma	0.38	350,718	352,047	352,047
County Total	Sonoma	0.15	481,309	482,032	482,848
Ceres City	Stanislaus	-0.35	49,480	49,305	49,305
Hughson City	Stanislaus	2.26	7,801	7,977	7,977
Modesto City	Stanislaus	0.03	219,705	219,765	219,765
Newman City	Stanislaus	1.05	12,260	12,389	12,389

FISCAL YEAR 2025-26
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Oakdale City	Stanislaus	0.28	23,167	23,231	23,231
Patterson City	Stanislaus	3.57	24,977	25,868	25,868
Riverbank City	Stanislaus	3.16	25,290	26,090	26,090
Turlock City	Stanislaus	0.31	71,997	72,219	72,219
Waterford City	Stanislaus	0.09	9,161	9,169	9,169
Unincorporated	Stanislaus	-0.02	109,776	109,752	109,752
Incorporated	Stanislaus	0.49	443,838	446,013	446,013
County Total	Stanislaus	0.39	553,614	555,765	555,765
Live Oak City	Sutter	0.58	9,602	9,658	9,658
Yuba City	Sutter	0.96	69,781	70,453	70,453
Unincorporated	Sutter	0.49	20,048	20,146	20,146
Incorporated	Sutter	0.92	79,383	80,111	80,111
County Total	Sutter	0.83	99,431	100,257	100,257
Corning City	Tehama	1.30	8,162	8,268	8,268
Red Bluff City	Tehama	0.11	14,450	14,466	14,466
Tehama City	Tehama	0.23	427	428	428
Unincorporated	Tehama	-0.41	41,702	41,532	41,665
Incorporated	Tehama	0.53	23,039	23,162	23,162
County Total	Tehama	-0.07	64,741	64,694	64,827
Unincorporated	Trinity	-0.16	15,850	15,825	15,884
County Total	Trinity	-0.16	15,850	15,825	15,884
Dinuba City	Tulare	0.67	25,852	26,025	26,025
Exeter City	Tulare	-0.19	10,252	10,233	10,233
Farmersville City	Tulare	-0.29	10,422	10,392	10,392
Lindsay City	Tulare	-0.07	12,734	12,725	12,725
Porterville City	Tulare	0.04	63,427	63,455	63,622
Tulare City	Tulare	2.02	71,557	73,002	73,002
Visalia City	Tulare	0.69	145,714	146,722	146,978
Woodlake City	Tulare	2.72	7,793	8,005	8,005
Unincorporated	Tulare	0.54	135,452	136,180	136,227
Incorporated	Tulare	0.81	347,751	350,559	350,982
County Total	Tulare	0.73	483,203	486,739	487,209
Sonora City	Tuolumne	-0.74	5,154	5,116	5,116
Unincorporated	Tuolumne	-0.27	46,963	46,836	49,241
Incorporated	Tuolumne	-0.74	5,154	5,116	5,116
County Total	Tuolumne	-0.32	52,117	51,952	54,357
Camarillo City	Ventura	-0.78	69,467	68,927	68,927
Fillmore City	Ventura	-0.35	17,095	17,035	17,035
Moorpark City	Ventura	-0.77	35,023	34,754	34,754
Ojai City	Ventura	0.04	7,556	7,559	7,559
Oxnard City	Ventura	0.18	198,384	198,733	198,733
Port Hueneme City	Ventura	-0.81	19,024	18,870	20,838
San Buenaventura (Ventura) City	Ventura	0.58	108,304	108,930	108,985
Santa Paula City	Ventura	0.47	31,511	31,658	31,658
Simi Valley City	Ventura	0.00	124,640	124,645	124,815
Thousand Oaks City	Ventura	-0.73	123,372	122,468	122,468
Unincorporated	Ventura	1.49	90,070	91,416	93,233
Incorporated	Ventura	-0.11	734,376	733,579	735,772
County Total	Ventura	0.07	824,446	824,995	829,005
Davis City	Yolo	-0.43	65,708	65,423	65,423
West Sacramento City	Yolo	0.85	54,938	55,403	55,403
Winters City	Yolo	4.14	7,702	8,021	8,021
Woodland City	Yolo	0.35	61,406	61,623	61,623
Unincorporated	Yolo	1.83	34,334	34,963	34,963
Incorporated	Yolo	0.38	189,754	190,470	190,470
County Total	Yolo	0.60	224,088	225,433	225,433
Marysville City	Yuba	-0.84	12,825	12,717	12,717
Wheatland City	Yuba	2.29	3,922	4,012	4,012
Unincorporated	Yuba	0.57	65,454	65,828	68,294
Incorporated	Yuba	-0.11	16,747	16,729	16,729
County Total	Yuba	0.43	82,201	82,557	85,023

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and

May 2025

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code Section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2025, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2025-26. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2025-26 appropriations limit. Attachment B provides the city and unincorporated county population percentage change along with the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code Section 2228 provides additional information regarding the appropriations limit. Article XIII B, Section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code Section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2025.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE STEPHENSHAW
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2025-26 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2025-26	6.44

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2025-26 appropriation limit.

2025-26:

Per Capita Cost of Living Change = 6.44 percent
Population Change = 0.28 percent

Per Capita Cost of Living converted to a ratio: $\frac{6.44 + 100}{100} = 1.0644$

Population converted to a ratio: $\frac{0.28 + 100}{100} = 1.0028$

Calculation of factor for FY 2025-26: $1.0644 \times 1.0028 = 1.0674$



**OFFICE OF THE ASSESSOR
COUNTY OF LOS ANGELES**

500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012-2770
assessor.lacounty.gov
1(888) 807-2111



June 16, 2025

Mr Jaime De Guzman, Jr.
Principal Accountant
City of Santa Fe Springs
11710 Telegraph Rd.
Santa Fe Springs, CA 90670

Dear Mr. De Guzman, Jr.:

Your agency, the City of Santa Fe Springs, in order to effect an adjustment of its Gann Limit, has requested that the Assessor's Office supply the percentage change in total assessed valuation for the city over that of the preceding year, due to nonresidential new construction.

For the City of Santa Fe Springs, the 2024-2025 net change in nonresidential new construction, applicable to the 2025-2026 budget, is 7.58%.

If we can be of further service, please call Kevin Quon at (213) 974-4877.

Sincerely,

Kevin Quon
Appraiser
Quality Assurance

Enclosures

COUNTY OF LOS ANGELES - OFFICE OF THE ASSESSOR

Proposition 111 Analysis

Non-Residential New Construction (SE City Report) Current - 7/3/24		New Construction	Lesser Maintenance	Other Construction	Total New Construction
Commercial - Industrial	Authorizations	\$0	\$0	\$0	\$0
	Current	(\$1,789,674)	\$0	\$0	(\$1,789,674)
Other	Authorizations	\$0	\$77,724	\$0	\$77,724
	Current	\$0	\$1,113,692	\$0	\$1,113,692
Total New Construction		(\$1,789,674)	\$1,191,416	\$0	(\$598,258)
Add Fixtures (SV16 Report) Current - 7/18/24				\$677,189,232	
Less Fixtures (SV16 Report) Prior - 7/11/23				\$618,642,321	
Net Fixtures Adjustment					\$58,546,911
Net Increase in New Non-Res Construction from Prior Year					\$57,948,653
City Total (SV 16 Report)		Secured RE & PP Exemptions	Unsecured PP Exemption	Net Assessed Values	Total Assessed Values
Current Year - 7/18/24		\$142,552,659	\$591,703	\$11,604,010,760	\$11,747,155,122
Prior Year - 7/11/23		\$59,165,980	\$24,000	\$10,922,993,645	\$10,982,183,625
Net Increase in Local Assessment Roll From Prior Year					\$764,971,497
Percentage Increase Allowable = New Non-Res Growth / Total Roll Growth X 100				=	7.58%
Percentage Increase Allowable (without Fixtures)					-0.08%

YEAR	2024-2025	AGENCY	City of Santa Fe Springs	AGENCY NO.	250.00