

# AGENDA

FOR THE REGULAR MEETINGS OF THE:

PUBLIC FINANCING AUTHORITY  
WATER UTILITY AUTHORITY  
COMMUNITY DEVELOPMENT COMMISSION  
CITY COUNCIL

Council Chambers  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

MAY 27, 2010  
6:00 P.M.

Betty Putnam, Mayor  
Joseph D. Serrano, Sr., Mayor Pro Tem  
Luis M. Gonzalez, Councilmember  
William K. Rounds, Councilmember  
Juanita A. Trujillo, Councilmember

**Public Comment:** The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk or a member of staff. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters not listed on the agenda during the Oral Communications period.

**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.

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.

**Please Note:** Staff reports are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m. – 5:30 p.m., Monday – Friday. City Hall is closed every other Friday. Telephone (562) 868-0511.

# *City of Santa Fe Springs*

Public Financing Authority/Water Utility Authority/CDC/City Council

May 27, 2010

1. **CALL TO ORDER**

2. **ROLL CALL**

Luis M. Gonzalez, Director/Commissioner/Councilmember  
William K. Rounds, Director/Commissioner/Councilmember  
Juanita A. Trujillo, Director/Commissioner/Councilmember  
Joseph D. Serrano, Sr., Vice-Chairperson/Mayor Pro Tem  
Betty Putnam, Chairperson/Mayor

## **PUBLIC FINANCING AUTHORITY**

**APPROVAL OF MINUTES**

3. Minutes of the Regular Public Financing Authority Meeting of April 22, 2010

**Recommendation:** That the Public Financing Authority approve the minutes as submitted.

**NEW BUSINESS**

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

**Recommendation:** That the Public Financing Authority receive and file the report.

## **WATER UTILITY AUTHORITY**

**APPROVAL OF MINUTES**

5. Minutes of the Regular Water Utility Authority Meeting of April 22, 2010

**Recommendation:** That the Water Utility Authority approve the minutes as submitted.

**NEW BUSINESS**

6. Update on the Status of Water-Related Capital Improvement Plan Projects

**Recommendation:** That the Water Utility Authority receive and file the report.

**COMMUNITY DEVELOPMENT COMMISSION**

7. **REPORT OF THE CITY MANAGER AND EXECUTIVE DIRECTOR**

8. **CONSENT AGENDA**

**Approval of Minutes**

- A. Minutes of the Regular Community Development Commission Meeting of April 22, 2010

**Recommendation:** That the Commission approve the minutes as submitted.

**Approval of Minutes**

- B. Minutes of the Regular Community Development Commission Meeting of May 13, 2010

**Recommendation:** That the Commission approve the minutes as submitted.

- C. Authorize the Purchase of Technology Equipment for the Library Modernization Project

**Recommendation:** That the Community Development Commission authorize the Director of Purchasing Services to issue purchase orders for the procurement of Computer Technology equipment not to exceed \$87,000.

**CITY COUNCIL**

9. **CONSENT AGENDA**

**Approval of Minutes**

- A. Minutes of the Regular City Council Meeting of April 22, 2010

**Recommendation:** That the City Council approve the minutes as submitted.

**Approval of Minutes**

- B. Minutes of the Regular City Council Meeting of May 13, 2010

**Recommendation:** That the City Council approve the minutes as submitted.

**New Business**

- C. Resolution No. 9248 – Authorizing the Publication Notice to Sell A Franchise to Park Water Company for Maintenance and Operation of Pipelines in City Streets

**Recommendation:** That the City Council approve Resolution No. 9248 setting the date of June 24, 2010 for the public hearing on the granting of a franchise to Park Water Company.

**New Business**

- D. Approval of Subrecipient Agreement with the I-5 Consortium Cities Joint Powers Authority for Use of Prop C Local Return Funds

**Recommendation:** That the City Council authorize the City Manager to execute the Subrecipient Agreement with I-5 Joint Powers Authority for Use of Prop C Local Return Funds on behalf of the City.

- E. Resolution No. 9258 – Authorize and Grant Designated Period for CalPERS Two-Years Additional Service Credit Early Retirement Incentive Program for Safety Personnel

**Recommendation:** That the City Council adopt Resolution No. 9258 authorizing and granting a designated period for the CalPERS Two-Years of Additional Service Credit early retirement incentive program for safety personnel and approve the certification of compliance with Government Code Section 20903.

**Award of Contract**

- F. Norwalk/Santa Fe Springs Transportation Center

**Recommendation:** That the City Council take the following actions: 1) Reject the bid submitted by Pave West of La Habra, California on the grounds that their bid was non-responsive to the Contract Specifications.; 2) Accept the nine bids for the Norwalk/Santa Fe Springs Transportation Center Parking Lot Improvements that remain valid through June 1, 2010; and 3) Award a contract to All American Asphalt of Corona, California, in the Amount of \$950,000.00.



**ORDINANCE FOR PASSAGE**

10. Adoption of Ordinance No. 1010 Which Will Redefine the Amended Consolidated Redevelopment Project Area and Plan Established by Amendment No. 4 (as adopted by Ordinance No. 1000)

**Recommendation:** That the following actions be taken: 1) Perform a Second Reading of Ordinance No. 1010; 2) Adopt Ordinance No. 1010; 3) Direct staff to File a notice of determination with the Los Angeles County Clerk.

**ORDINANCE FOR PASSAGE**

11. Adoption of Ordinance No. 1011 Which Will Redefine the Washington Boulevard Redevelopment Project Area and Plan Established by Amendment No. 2 (as adopted by Ordinance No. 1001)

**Recommendation:** That the following actions be taken: 1) Perform a Second Reading of Ordinance No. 1011; 2) Adopt Ordinance NO. 1011; and 3) Direct Staff to File a Notice of Determination with the Los Angeles County Clerk.

**NEW BUSINESS**

12. Request for Approval to Renew an Agreement with the City of Downey Dispatch and Communication Services

**Recommendation:** That the City Council approve a one-year agreement with the City of Downey for the continuance of dispatch and communication services.

**COUNCILMEMBER REQUESTED ITEM –SERRANO AND ROUNDS**

13. Consideration of Modifying the Solid Waste Collection Permit Granted to City Franchised Waste Haulers in Accordance with the Provisions of Chapter 50 of the Municipal Code and the Agreements Between the City and the Respective Franchised Waste Haulers

**Recommendation:** Consider the request of Councilmen Serrano and Rounds and give staff direction on notification to the City's Solid Waste Haulers as to the disposition of the "wind down" of the Evergreen provision within their respective contracts.

**Please note: Item Nos. 14-26 will commence in the 7:00 p.m. hour.**

14. **INVOCATION**

15. **PLEDGE OF ALLEGIANCE - Youth Leadership Committee**

**INTRODUCTIONS**

16. Representatives from the Youth Leadership Committee

17. Representatives from the Chamber of Commerce

18. **ANNOUNCEMENTS**

**PRESENTATIONS**

19. Presentation to Retiring Employees

20. Introduction of the 2010 Memorial Scholarship Program Recipients

21. Santa Fe Springs 2010 Youth Citizenship Award Recipients

22. Introductions of the Destiny Scholarship and Powel Grant Recipients

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

24. **ORAL COMMUNICATIONS**

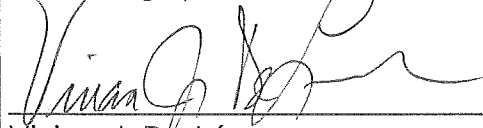
This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.

25. **EXECUTIVE TEAM REPORTS**

26. **ADJOURNMENT**

In memory of Dody Bayless a long time resident and member of many service clubs, she along with her husband rode on the City's 50<sup>th</sup> Anniversary Rose Float.

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



Vivian J. De Léon  
Deputy City Clerk

May 21, 2010

Date

**CITY OF SANTA FE SPRINGS**  
**MINUTES**  
**FOR THE REGULAR MEETINGS OF THE**  
**PUBLIC FINANCING AUTHORITY**  
**WATER UTILITY AUTHORITY**  
**COMMUNITY DEVELOPMENT COMMISSION**  
**CITY COUNCIL**

**April 22, 2010**

**1. CALL TO ORDER**

Chairperson/Mayor Putnam called the Public Financing Authority, Water Utility Authority, Community Development Commission and City Council Meetings to order at 6:05 p.m.

**2. ROLL CALL**

Present: Directors/Commissioners/Councilmembers Gonzalez, Rounds, Trujillo, Vice-Chairperson/Mayor Pro Tem Serrano  
Chairperson/Mayor Putnam

Also present: Fred Latham, City Manager; Vivian De Leon, Deputy City Clerk; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning and Development; Don Jensen, Director of Public Works; Fernando Tarin, Director of Police Services; Hilary Keith, Director of Library & Cultural Services; Jose Gomez, Director of Finance & Administrative Services; Chris Crispo, Division Chief - Operations

**PUBLIC FINANCING AUTHORITY**

**3. NEW BUSINESS**

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

**Recommendation:** That the Public Financing Authority receive and file the report.

Director Gonzalez moved to approve Public Financing Authority Item No. 3 and Director Serrano seconded the motion, which carried unanimously.

## WATER UTILITY AUTHORITY

### **FINAL PAYMENT**

4. Water Reservoir Nos. 1 & 2 Refurbishment – Final Progress Payment (Less 5% Retention)

**Recommendation:** That the Water Utility Authority approve the Final Progress Payment (less 5% Retention) to Cor-Ray Painting Company of Santa Fe Springs, California, in the amount of \$81,046.40 for the subject project.

Director Rounds moved to approve Water Utility Authority Item No. 4. Director Trujillo seconded the motion, which carried unanimously.

## COMMUNITY DEVELOPMENT COMMISSION

### 5. **REPORT OF THE CITY MANAGER AND EXECUTIVE DIRECTOR**

City Manager Fred Latham had nothing to report.

Executive Director Paul Ashworth indicated that the court should have a ruling between May 4 and May 10 on States Takeaway of the Redevelopment fund.

### 6. **CONSENT AGENDA**

#### **Approval of Minutes**

- A. Minutes of the Regular Community Development Commission Meeting of April 8, 2010

**Recommendation:** That the Commission approve the minutes as submitted.

#### **Final Payment**

- B. Commercial/Industrial Street Rehabilitation Project – Federal Project No. 5340 (012) – (Less 10% Retention)

**Recommendation:** That the Community Development Commission approve the Final Progress Payment (less 10% Retention) to R.J. Noble Company of Orange, CA in the amount of \$602,176.79 for the subject project.

Commissioner Serrano moved to approve the Consent Agenda, including items Nos. 6A, and 6B. Commissioner González seconded the motion which carried unanimously.

Item No. 7E is being deferred to the next regular Council Meeting on May 13, 2010 to ensure that MTA funding is locked in before the contract is awarded.

#### **ORDINANCE FOR INTRODUCTION**

8. Ordinance No. 1012 – Adding Chapter 126 to Title XI of the Santa Fe Springs Municipal Code Relating to the Establishment and Operation of Medical Marijuana Collectives for Non-Profit Use

**Recommendation:** That the City Council waive further reading and introduce Ordinance No. 1012, an ordinance amending the City's Municipal Code.

Mayor Putnam called on City Manager Fred Latham who deferred this item to the next Regular City Council Meeting on May 13, 2010 for further map detail.

#### **ORDINANCE FOR INTRODUCTION**

9. Ordinance No. 1013 – Adding Chapter 1010 to Title IX of the Santa Fe Springs Municipal Code, Establishing Residency Restrictions for Registered Sex Offenders

**Recommendation:** 1) Find and determine that the proposed ordinance is not subject to the California Environmental Quality Act (CEQA), per CEQA guidelines Sections 105060(c)(2) since the proposed ordinance merely establishes regulations for medical marijuana collectives, it will not result in a direct or reasonably foreseeable indirect physical change in the environment, 2) It is recommended that the City Council pass the first reading of Ordinance No. 1012, an ordinance permitting the establishment and operation of Medical Marijuana Collectives for Non-Profit Use.

City Attorney Steve Skolnik read the ordinance by title.

Councilmember González moved to approve the recommendation. Councilmember Serrano seconded the motion, which carried unanimously.

#### **NEW BUSINESS**

10. Extension of Joint Memorandum of Understanding Agreement for Presbyterian Intercommunity Hospital (PIH)/Santa Fe Springs Family Health Center

**Recommendation:** That the City Council approve staff's recommendation to extend the termination date of the joint Memorandum of Understanding Agreement between the City and Presbyterian Intercommunity Hospital for the Santa Fe Springs Family Health Center.

Councilmember González moved to approve the recommendation. Councilmember Rounds seconded the motion, which carried unanimously.

11. Approval of Corporate Sponsorship of Community Services Programs

**Recommendation:** That the City Council authorize Department of Community Services Division Heads to partner with Corporate Sponsors to provide financial support to certain Community Services Events.

## CITY COUNCIL

### 7. CONSENT AGENDA

#### **Approval of Minutes**

- A. Minutes of the Regular City Council Meeting of April 8, 2010

**Recommendation:** That the City Council approve the minutes as submitted.

#### **New Business**

- B. Resolution No. 9250 - A Resolution of the City of Santa Fe Springs Establishing Fees for the Aboveground Petroleum Storage Tank Program within the Santa Fe Springs Department of Fire – Rescue

**Recommendation:** That the City Council adopt Resolution No. 9250 establishing fees for the Aboveground Petroleum Storage Tank Program.

- C. Resolution No. 9251- Approval of A Letter of Agreement Between the City of Santa Fe Springs and the City of La Mirada Regarding the Exchange of Community Development Block Grant (CDBG) Funds for Fiscal Year 2010-2011

**Recommendation:** That the Council adopt Resolution No. 9251; and 2) That the Council authorize the City Manager to execute any and all documents necessary to complete the exchange of funds on behalf of the City.

- D. Resolution No. 9252 Setting and Revising Development Fees

**Recommendation:** That the City Council adopt Resolution No. 9252 – setting and revising development fees.

#### **Award of Contract**

- E. Norwalk/Santa Fe Springs Transportation Center

**Recommendation:** That the City Council accept the bids for the subject project and award the contract to the lowest responsible bidder, if possible.

Councilmember Serrano moved to approve the Consent Agenda, including items Nos. 7A, 7B, 7C, and 7D. Councilmember Rounds seconded the motion, which carried unanimously.

On Item 7C Councilmember Gonzalez inquired on the actual amount agreed upon, Thaddeus McCormack, Assistant to the City Manager indicated that it was .60¢ on the dollar.

Councilmember González moved to approve the recommendation. Councilmember Rounds seconded the motion, which carried unanimously.

12. Reconsideration of Alcohol Sales Conditional Use Permit Case No. 48

**Recommendation:** Staff recommends that the City Council take the following actions: 1) Find and determine that the proposed project is a categorically-exempt project pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA); consequently, no other environmental documents are required by law.; and 2) Approve the Reconsideration of Alcohol Sales Conditional Use Permit Case No. 48 for a period of three years until April 22, 2013, subject to the listed conditions of approval as contained in this staff report.

Councilmember González moved to approve the recommendation. Councilmember Rounds seconded the motion, which carried unanimously.

**UNFINISHED BUSINESS**

13. Approval of Contract with Fairbank, Maslin, Maullin, Metz & Associates to Conduct Public Opinion Survey Research Regarding Potential Revenue Enhancements

**Recommendation:** It is recommended that the City Council authorize the City Manager and Director of Finance & Administrative Services to take the following actions: 1) Approve a contract with Fairbank, Maslin, Maullin, Metz & Associates to conduct an opinion survey within the residential community to determine attitudes toward adopting new revenue enhancements in the future, and appropriate \$25,750 in funds for this effort.; 2) Approve a contract with Fairbank, Maslin, Maullin, Metz & Associates to conduct an opinion survey within the business community to determine attitudes toward adopting new revenue enhancements in the future, and appropriate \$10,000 in funds for this effort. This contract would be executed only if the work product from Item #1 (above) indicates a ballot measure is viable.

Councilmember Serrano moved to approve the recommendation. Councilmember Rounds seconded the motion, which carried unanimously.

**RECESS**

Mayor Putnam at 6:15 p.m. recessed the Community Development Commission and City Council Meetings to go into Closed Session.

**CLOSED SESSION**

14. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property:	Heritage Corporate Center
Negotiating Parties:	Staff and Ground Lessee
Under Negotiation:	Terms of Agreement

15. CONFERENCE WITH LABOR NEGOTIATOR

Agency Negotiator:	City Manger
Employee Organizations:	Santa Fe Springs Firemen's Association
	Santa Fe Springs Employee's Association

## **RECONVENE**

At 7:08 p.m., Mayor Putnam reconvened the City Council Meeting with all Councilmembers present.

### **16. INVOCATION**

Councilmember González gave the Invocation.

### **17. PLEDGE OF ALLEGIANCE**

Councilmember Gonzalez led the Pledge of Allegiance.

## **INTRODUCTIONS**

### **18. Representatives from the Youth Leadership Committee**

Madaline Marquez, Jeanneth Guerrero, Lupe Pasillas, Ariana Gonzalez, Jessica Aguilar and Ashley Ortiz came forward to introduce themselves to council.

### **19. Representatives from the Chamber of Commerce**

Mayor Putnam introduced Kathie Fink, Chamber of Commerce CEO

### **20. ANNOUNCEMENTS**

Mayor Putnam announced that Councilmember Serrano will celebrate his birthday on April 26; a cake was brought out, and the audience sang Happy Birthday.

Mayor Putnam also announced that today Carole Joseph, Director of Parks and Recreation celebrated her birthday; the audience sang Happy Birthday.

Maricela Balderas updated the Family and Human Services calendar of events.

## **PRESENTATIONS**

### **21. Youth Leadership Committee Retreat to Green Valley by the Youth Leadership Committee**

Mayor Putnam called on Mrs. Joseph to introduce the Youth Leadership Committee consisting of Madaline Marquez, Jeanneth Guerrero, Lupe Pasillas, Ariana Gonzalez, Jessica Aguilar and Ashley Ortiz to present a PowerPoint presentation of their trip. Pictures with Council followed.

### **22. 2009 California Parks and Recreation Society (CPRS) Awards of Excellence Presentation**

Mayor Putnam called on Eddie Ramirez who gave an overview of the award and shared a PowerPoint presentation with Council. Natalie Kubes and Benjamin Gonzalez both participants in the program expressed their appreciation for the program.

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

#### **Committee Appointments**

Councilmember Gonzalez appointed Paula Minnehan to the Parks and Recreation Advisory Committee. No other appointments were made.



24. Appointment of City Council Liaison to the Chamber Youth Enrichment Foundation and SASSFA.

The City Manager announced that due to schedule conflicts, Mr. Serrano had expressed an interest in resigning from the Chamber Board Youth Enrichment Program and SASSFA board; Councilmember Trujillo expressed an interest as a delegate to both organizations and was appointed as such by Council.

25. **ORAL COMMUNICATIONS**

This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.

Mayor Putnam opened Oral Communications and invited interested parties to come forward to address the Council.

Having no one come forward, Mayor Putnam closed Oral Communications

26. **EXECUTIVE TEAM REPORTS**

Chris Crispo, Division Chief – Operations invited council to attend the Security and Safety Briefing at Fire Headquarters on Tuesday, April 27 at 8:00 am. He also invited Council to attend the Formal Fire Inspections being conducted at the Fire Department Headquarters the following week.

Councilmember Serrano announced that Lakeview Elementary, Jersey Elementary and William Orr Elementary Schools received Distinguished School status from the State of California.

City Manager, Fred Latham gave appreciation to both Councilmember Serrano and Mayor Putnam for their efforts in participating in the schools validation process.

Councilmember Gonzalez congratulated Mayor Putnam who will be honored by the Hispanic Outreach Taskforce (HOT) on Sunday, May 16, 2010.

There were no additional announcements

27. **ADJOURNMENT**

Mayor Putnam adjourned the meetings at 7:50 p.m.

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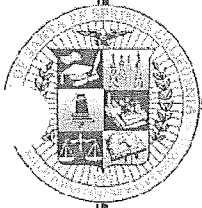
Betty Putnam  
Mayor

ATTEST:

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Vivian De Leon, Deputy City Clerk





# City of Santa Fe Springs

Santa Fe Springs Public Financing Authority Meeting

May 27, 2010

## NEW BUSINESS

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

## RECOMMENDATION

That the City Council receive and file the report.

## BACKGROUND

The Santa Fe Springs Public Financing Authority is the City entity that is utilized to facilitate the issuance of public purpose debt in Santa Fe Springs. The following is a brief status report on the debt instruments currently outstanding that were issued through this financing authority.

### Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 4/30/10	None
Outstanding principal at 4/30/10	\$22,475,000

### Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 4/30/10	None
Outstanding principal at 4/30/10	\$23,535,000

### Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 4/30/10	None
Outstanding principal at 4/30/10	\$4,965,000

### Water Revenue Bonds, 2003 Series A

Financing proceeds available for appropriation at 4/30/10	None
Outstanding principal at 4/30/10	\$4,420,000

### Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 4/30/10	None
Outstanding principal at 4/30/10	\$3,200,000

### Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 4/30/10	\$ 1,475,408*
Outstanding principal at 4/30/10	\$27,563,493

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 4/30/10

None\*\*

Outstanding principal at 4/30/10

\$16,280,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

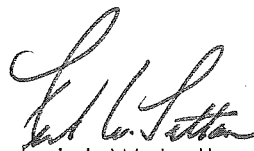
Financing proceeds available for appropriation at 4/30/10

None

Outstanding principal at 4/30/10

\$42,145,000

The City and Community Development Commission budgets include sufficient appropriations to meet the debt service obligations associated with these issues and it is anticipated that the Fiscal Year 2009-10 revenue sources funding these appropriations will be sufficient as well.



Frederick W. Latham

City Manager/Executive Director

\* \$1,538,121 of 2006-A tax exempt bond funds has been used for property acquisitions in relation to the Valley View Grade Separation Project. These funds are not included but will eventually be reimbursed from Federal, State and County sources and will again be available for appropriation.

\*\* \$10,654,000 of 2006-B taxable bond funds are not included and were reserved to pay SERAF (State take-away) on May 10, 2010. The Community Redevelopment Association lost the lawsuit declaring this take-away illegal, but is still pursuing legal action to reverse the decision.

**PLEASE SEE ITEM 3**





# City of Santa Fe Springs

Water Utility Authority Meeting

May 27, 2010

## NEW BUSINESS

### Update on the Status of Water-Related Capital Improvement Plan Projects

#### RECOMMENDATION

That the Water Utility Authority receive and file the report.

#### BACKGROUND

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

##### 4" Main Replacement - Phase 1

This project involves the replacement of existing 4" water mains with new 8" water mains on portions of Cedardale Drive, Crossdale Avenue, Mondon Avenue, Lakeland Road, Elkhurst Street, Elgrace Street, and Hollyhock Street. Bids were opened for this project on February 10, 2010. On February 25, 2010 the Water Utility Authority awarded a contract to Conengr Corporation of Upland in the amount of \$684,065.67. Construction began on this project on May 10, 2010 and is scheduled to be completed in mid July 2010.

#### FISCAL IMPACT

This project has been budgeted and is included in the City's FY 2006-07 through FY 2011-12 Capital Improvement Program.

#### INFRASTRUCTURE IMPACT

The completion of this improvement will improve the integrity of the City's water system and enhance the ability of the City to deliver potable water to its residents.

  
Frederick W. Latham  
Executive Director

#### Attachment(s):

None.





PLEASE SEE ITEM 3



## CITY OF SANTA FE SPRINGS

### MINUTES FOR THE REGULAR MEETINGS OF THE COMMUNITY DEVELOPMENT COMMISSION CITY COUNCIL

MAY 13, 2010

1. **CALL TO ORDER**

Chairperson/Mayor Putnam called the Community Development Commission and City Council Meetings to order at 6:05 p.m.

2. **ROLL CALL**

Present: Commissioners/Councilmembers Gonzalez, Rounds, Trujillo  
Vice-Chairperson/Mayor Pro Tem Serrano, Chairperson/Mayor  
Putnam

Also present: Fred Latham, City Manager, Thaddeus McCormack, Assistant City Manager; Steve Skolnik, City Attorney; Wayne Morrell, Principle Planner; Steve Masura, Redevelopment Manager; Don Jensen, Director of Public Works; Fernando Tarin, Director of Police Services; Carol Joseph, Director of Recreation Services; Jose Gomez, Director of Finance & Administrative Services; Alex Rodriguez, Fire Chief and Susan Beasley, Executive Secretary.

### COMMUNITY DEVELOPMENT COMMISSION

3. **REPORT OF THE CITY MANAGER AND EXECUTIVE DIRECTOR**

City Manager, Fred Latham, had nothing to report.  
Wayne Morrell, Principle Planner, had nothing to report.

**NEW BUSINESS**

4. Authorize the Appropriation of \$40,000 from Community Development Commission Funds for the Purchase and Installation of Park Benches at Santa Fe Springs Park

**Recommendation:** That the Community Development Commission authorize the appropriation of \$40,000 from CDC funds for the purchase and installation of park benches at Santa Fe Springs Park.

Commissioner Rounds moved approval of the recommendation. Commissioner Trujillo seconded the motion, which carried unanimously.

## CITY COUNCIL

### ORDINANCE FOR INTRODUCTION

7. Ordinance No. 1012 - Adding Chapter 126 to Title XI of the Santa Fe Springs Municipal Code Relating to the Establishment and Operation of Medical Marijuana Collectives for Non-Profit Use.

**Recommendation:** 1) Find and determine that the proposed ordinance is not subject to the California Environmental Quality Act (CEQA), per CEQA guidelines Sections 105060(c)(2) since the proposed ordinance merely establishes regulations for medical marijuana collectives, it will not result in a direct or reasonably foreseeable indirect physical change in the environment, 2) It is recommended that the City Council pass the first reading of Ordinance No. 1012, an ordinance permitting the establishment and operation of Medical Marijuana Collectives for Non-Profit Use.

City Attorney Steve Skolnik read the ordinance by title.

Councilmember Rounds moved to approve CEQA and first reading. Mayor Pro-Tem Serrano seconded the motion.

Mr. Richard Brizendine, representing Santa Fe Compassionate Health Center Collective, 13128 Telegraph Road, Unit #C, addressed his objections, which included immediately ceasing current operations, 501(C)(3) limitations, Site Manager prior convictions, and patient privacy rights.

Mr. Kevin Alleva, 12513 Shoemaker, current collective owner spoke of his desire to follow the city's ordinance.

Mr. Carl Kemp, 5321 E. 2<sup>nd</sup> Street Long Beach, spoke of his objections and compliance issues.

Mr. Craig Cole, 12606 Carmenita, spoke of collective requirements.

Mr. Brian Morales, 11414 ½ Fidel, Whittier, spoke as a United States Veteran and medical marijuana user.

Councilmember Gonzalez stated that the more restrictive the better.

Mayor Pro-Tem Serrano asked for clarification of how many collectives are currently operating illegally in the city.

Mr. Phillip DeRousse answered nine locations have been identified.

Following discussion, Councilmember Rounds withdrew his motion and Council unanimously agreed to continue to a later date to address issues brought to their attention.

8. Ordinance No. 1013 – Adding Chapter 1010 to Title IX of the Santa Fe Springs Municipal Code, Establishing Residency Restrictions for Registered Sex Offenders.

**Recommendation:** That the City Council waive further reading and adopt Ordinance No. 1013.

City Attorney Steve Skolnik read the ordinance by title.

Mayor Pro-Tem Serrano made the motion to adopt Ordinance No. 1013. Councilmember Rounds seconded the motion, which carried by the following roll call vote:

AYES: Councilmembers Gonzalez, Rounds, Trujillo, Mayor Pro-Tem Serrano, Mayor Putnam

NOES:

ABSENT:

ABSTAIN:

#### **PUBLIC HEARING**

9. Public Hearing to Consider Adoption of Ordinance No. 1010 which will Redefine the Amended Consolidated Redevelopment Project Area and Plan Established by Amendment No. 4 (as adopted by Ordinance No. 1000).

**Recommendation:** That the following actions be taken: 1) City Council hold a public hearing to consider adoption of Ordinance No. 1010 and approval of Amendment No. 4A to the Amended Consolidated Redevelopment Project Area and Plan; 2) Approval the Addendum to the Subsequent EIR; and 3) City Council introduce Ordinance No. 1010 approving Amendment No. 4A to the Amended Consolidated Redevelopment Plan and Project Area.

Mayor Putnam opened the public hearing and invited interested parties to come forward and address the council. There being no one wishing to speak, Mayor Putnam closed the public hearing.

Councilmember Gonzalez moved approval of Addendum to the subsequent EIR. Councilmember Trujillo seconded the motion, which carried unanimously.

Councilmember Gonzalez moved to waive further reading and introduce Ordinance 1010. Councilmember Rounds seconded the motion, which carried unanimously.

10. Public Hearing to Consider Adoption of Ordinance No. 1011 which will Redefine the Washington Boulevard Redevelopment Project Area and Plan Established by Amendment No. 2 (as adopted by Ordinance No. 1001)

**Recommendation:** That the following actions be taken: 1) City Council hold a public hearing to consider adoption of Ordinance No. 1011 and approval of Amendment No. 2A to the Washington Boulevard Redevelopment Project Area and Plan; 2) Approval the Addendum to the Subsequent EIR; and 3) City Council introduce Ordinance No. 1011 approving Amendment No. 2A to the Washington Boulevard Redevelopment

Plan and Project Area.

Mayor Putnam opened the public hearing and invited interested parties to come forward and address the council. There being no one wishing to speak, Mayor Putnam closed the public hearing.

Mayor Pro-Tem Serrano moved approval of Addendum to the subsequent EIR. Councilmember Gonzalez seconded the motion, which carried unanimously.

Councilmember Rounds moved to waive further reading and introduce Ordinance 1011. Councilmember Gonzalez seconded the motion, which carried unanimously.

## **NEW BUSINESS**

11. Approval of Lease Water Rights to the Los Angeles County Rancho Los Amigos in the City of Downey

**Recommendation:** That the City Council approve the Water Right and License Agreement with the Los Angeles County Rancho Los Amigos and authorize the Director of Public Works to execute the agreement.

12. Approval of Infrastructure Maintenance Agreement with the Villages at Heritage Springs Homeowners Association

**Recommendation:** That the City Council approve the Infrastructure Maintenance Agreement (Villages at Heritage Springs Project – Tract Map No. 63136 and 71030) with the Villages at Heritage Springs Homeowners Association and authorize the Director of Public Works to execute the agreement.

13. Resolutions Nos. 9253 and 9254 – Lighting District No. 1

**Recommendation:** That the City Council take the following actions: 1) Adopt Resolution No. 9253, approving the Engineer's Report for annual levy of assessment for Santa Fe Springs Lighting District No. 1; and 2) Adopt Resolution No. 9254, declaring its 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 of June 10, 2010

14. Resolutions Nos. 9255 and 9256 – Request for Parking Restrictions on Navojoa Place and Placita Place

**Recommendation:** That the City Council adopt Resolution No. 9255 to implement a parking

15. Resolution No. 9257 – Appointment of an Interim Assistant Treasurer

**Recommendation:** That the City Council adopt Resolution No. 9257 Appointing an Assistant Treasurer on an interim basis for the City, Community Development Commission, Public Finance Authority, Water Utility Authority and any other related City entity.

Councilmember Gonzalez asked if the city was making money leasing water rights in reference to Item No. 11.

Mr. Don Jensen answered that we do charge market rates for the lease.

Councilmember Gonzalez asked if there was a fee on the business community in relationship to Item No.13.

Mr. Don Jensen answered no.

Councilmember Rounds moved to approve Items No.11-15 in one motion. Councilmember Trujillo seconded the motion, which carried unanimously.

16. Adoption of CalPERS Two-Years Additional Service Credit Early Retirement Incentive Program for Safety Personnel and Receipt of Related Cost Information

**Recommendation:** That the City Council adopt the CalPERS Two-Years Additional Service Credit Early Retirement Incentive Program (ERIP), receive related cost information, and authorize the City Manager and staff to prepare a resolution and require certifications for adoption by the City Council on May 27, 2010.

Councilmember Rounds moved to approve Item No. 16. Councilmember Trujillo seconded the motion, which carried unanimously.

17. Reconsideration of Alcohol Sales Conditional Use Permit Case No. 29

**Recommendation:** Staff recommends that the City Council take the following actions: 1) Find and determine that the proposed project is a categorically-exempt project pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA); consequently, no other environmental documents are required by law.; 2) Approve the Reconsideration of Alcohol Sales Conditional Use Permit Case No. 29 for a period of five (5) years until May 13, 2015, subject to the listed conditions of approval contained within this staff report.

Councilmember Rounds made a motion to approve Item No.17. Councilmember Gonzalez seconded the motion, which carried unanimously.

18. Direction to Staff on Decisions of US Postal Service Rejection of Request to Consolidate Santa Fe Springs ZIP Codes

**Recommendation:** There are two possible actions: 1) Accept the USPS Decision as outlined in attached letter; or 2) Direct Staff to convey City's disapproval of USPS decision, and to work aggressively with Congresswoman Napolitano's office to overturn the decision and work towards implementation of the ZIP Code consolidation.

Mr. Steve Skolnik clarified recommendations that Council accept Post Office Decision and work with Congresswomen Napolitano's office to overturn the decision.

Mayor Pro Tem Serrano made the motion to accept USPS decision and work with Congresswomen Napolitano's office to overturn the decision to continue the efforts to implement the Zip Code consolidation. Councilmember Trujillo seconded the motion, which passed unanimously.

19. Request for Approval to Renew an Agreement with the City of Downey Establishing Access to a Library Automation System

**Recommendation:** That the City Council approve a one-year agreement with the City of Downey for the continuance of a Consortium for Automated Library Management and to provide access to an integrated Library System.

Councilmember Gonzalez made the motion to approve Item No. 19. Councilmember Rounds seconded the motion, which passed unanimously.

20. Extension of City Manager Employment Agreement to January 31, 2011 – Fifth Amendment

**Recommendation:** That the City Council approve the Fifth Amendment to the City Council's Employment Agreement with the City Manager, the effect of which would be to extend the Agreement to January 31, 2011.

Councilmember Rounds made the motion to approve Item No. 20. Mayor Pro Tem Serrano seconded the motion, which carried by the following roll call vote:

AYES: Councilmembers, Rounds, Trujillo, Mayor Pro-Tem Serrano,  
Mayor Putnam  
NOES: Councilmember Gonzalez  
ABSENT:  
ABSTAIN:

21. Approval of Various Employment Classification Modifications Related to Organizing the City Manager's Office, the Finance, Police Services, and Public Works Departments

**Recommendation:** That the City Council authorize various City employment classification modifications as set forth herein the effect of which is to assist in the organization of City functions in response to City Budget requirements.

Councilmember Gonzalez moved to approve Item No. 21. Councilmember Rounds seconded the motion, which passed unanimously.

**COUNCILMEMBER REQUESTED ITEM – SERRANO**

22. Naming the Library Reading Garden after Cesar E. Chavez

**Actions:** Officially name the Library Reading Garden after Cesar E. Chavez; and 2) Direct staff to develop ideas as to how to incorporate Cesar E. Chavez's name into the signage for the Reading Garden and bring those ideas back to Council within 30 days for approval.



Councilmember Rounds made the comment that only two buildings have been named after a leader in the community; others have put up bronze plaques. He also stated that the Heritage Art Committee had already approved a bronze plaque with Cesar Chavez' name. He feels council needs to be consistent and not name the gardens.

Mr. Richard Moore, 11219 Joslin Street, spoke of the tension between residents in the community over this issue and felt the city should have a policy.

Ms. Marian Putnam, 10208 Flallon Avenue, spoke in favor of naming the Reading Gardens after her mother, mentioning the petition that had been circulating within the community and support from the Women's Club.

Councilmember Gonzalez was against the gardens in the first place.

Mayor Pro Tem Serrano made the motion to approve Item No. 22. Councilmember Gonzalez seconded the motion, which carried by the following roll call vote:

AYES: Councilmembers Gonzalez, Trujillo, Mayor Pro-Tem Serrano,  
NOES: Mayor Putnam, Councilmember Rounds  
ABSENT:  
ABSTAIN:

#### **COUNCILMEMBER REQUESTED ITEM – ROUNDS**

#### **23. Creation of Policy Relating to Dedication of Benches at the Library Reading Garden**

**Actions:** 1) Adopt the Policy as outlined conceptually in the body of this report; 2) Direct staff to bring back a formal policy to the City Council for approval; and 3) Allow the Woman's Club to purchase a bench and plaque honoring Mayor Putnam for placement in the Library Garden.

Councilmember Rounds made the motion to approve Item No 22. Councilmember Gonzalez seconded the motion, which carried by the following roll call vote:

AYES: Councilmembers Gonzalez, Rounds, Trujillo, Mayor Pro-Tem Serrano,  
NOES: Mayor Putnam  
ABSENT:  
ABSTAIN:

#### **25. INVOCATION**

Mayor Pro-Tem Serrano gave the Invocation at 7:45pm.

#### **26. PLEDGE OF ALLEGIANCE**

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

#### **INTRODUCTIONS**

#### **27. Representatives from the Youth Leadership Committee**

Alyssa Burg and Victor Baccera, along with other members, introduced themselves to the City Council.

28. Representatives from the Chamber of Commerce  
Mayor Putnam introduced Kathie Fink, Chamber of Commerce CEO, Wendi Meador, Chamber of Commerce President, and Sylvia Southerland, Southern California Edison.

29. **ANNOUNCEMENTS**

Carole Joseph, Director of Recreation Services, updated the Community Calendar.

Mr. Fred Latham called on Julie Herrera who accepted the CAPIO Award on behalf of the City for the quarterly activities book.

Mr. Steve Masura announced Bike to Work Week May 17-21.

**PRESENTATIONS**

30. Recognition of Santa Fe Springs Resident and IBF Bantamweight Champion Yonhhy Perez  
Yonhhy thanked the city for the use of the Activities Center. It was announced that the City Readerboard would note Yonhhy Perez's Title Fight at Staples Center on May 22. Photos were taken with Councilmembers.
31. Presentation from SCE by Sylvia Southerland  
Ms. Southerland passed out conservation materials and gave a brief overview of Edison's programs.
32. Proclaiming the Week of May 16-22 as "National Public Works Week"  
Mr. Fred Latham called on Don Jensen for the presentation. Mr. Ted Spaseff accepted the award. It was also announced that Ted was the Chamber's Volunteer of the Year recipient. Photos were taken with the Councilmembers.
33. Proclaiming May 19, 2010 as "National Arbor Day"  
Mr. Forrest Kammerzell accepted the award for Tree City USA Program. Photos were taken with the Councilmembers.
34. Saint Paul High School "Best of LA" Video  
Mayor Putnam called on Lois McMillan Maldonado, St Paul's Director of Public elations, who showed the short video. Mayor Putnam also made a special presentation to Mrs. Maldonado who will be retiring at the end of this school year. Mayor Putnam read the certificate and photos were taken with the Councilmembers.
35. Presentation of the New Online Service Request System  
Mr. Jeff Bailey, IT Department, showed a PowerPoint demonstration of the system.
36. Presentation of the New City Facilities Online Reservation System  
Mr. Anthony Triolo, IT Department, showed a PowerPoint demonstration of the system.

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

Councilmember Rounds made a correction, indicating Paula Minnehan should be on the Parks and Recreation Advisory Committee.

38. **ORAL COMMUNICATIONS**

This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.

Mayor Putnam opened Oral Communications.

Mr. Gus Velasco congratulated Council in their efforts to honor Cesar Chavez.

Mayor Putnam closed Oral Communications.

39. **EXECUTIVE TEAM REPORTS**

There were no reports given.

**CLOSED SESSION**

Mayor Putnam at 8:52 p.m. recessed the Community Development Commission and City Council Meetings to go into Closed Session.

40. **RECONVENE/ADJOURNMENT**

Mayor Putnam reconvened the Community Development Commission and City Council Meetings at 9:25 p.m. and immediately adjourned the Community Development and City Council meetings.

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Betty Putnam  
Mayor

ATTEST:

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Susan R. Beasley  
Executive Secretary





# *City of Santa Fe Springs*

Community Development Commission Meeting

May 20, 2010

## **NEW BUSINESS**

### Authorize the Purchase of Technology Equipment for the Library Modernization Project

#### RECOMMENDATION

That the Community Development Commission authorize the Director of Purchasing Services to issue purchase orders for the procurement of Computer Technology equipment not to exceed \$87,000.

#### BACKGROUND

The Library Modernization Project includes the replacement of computer-related equipment. Staff has identified new technology solutions that will help upgrade and create efficiencies for the renovated facility.

The proposed computers and wireless network upgrades will offer greater expandability, enhanced processing speeds, improved management features, and lower power consumption costs. The new system will offer new rich media features and the wireless enhancement will expand the coverage of the free wireless internet access for all our patrons.

In lieu of a formal bid, Technology Services utilized an existing government purchasing contract which allows the City to leverage the buying power of contract participants to receive volume discount pricing. The Western States Contracting Alliance (WSCA) program (A63309-CA) is solely dedicated to allow state, county and local government agencies throughout a large part of the country to purchase information technology goods and services. WSCA is similar to the California Multiple Award Schedule (CMAS) and the Federal General Services Administration (GSA).

Based on the contract pricing, the technology upgrades for the Library Modernization Project will cost \$86,655.45 including tax and shipping.

#### FISCAL IMPACT

The funding for this procurement will come from a previously approved CIP project (Library Modernization Project).

A handwritten signature in black ink, appearing to read "F. Latham", is positioned above the printed name.

Frederick W. Latham  
City Manager



PLEASE SEE ITEM 3





**PLEASE SEE ITEM 8A**

9B





# City of Santa Fe Springs

City Council Meeting

May 27, 2010

## NEW BUSINESS

Resolution No. 9248 - Authorizing the Publication of Notice to Sell a Franchise to Park Water Company for Maintenance and Operation of Pipelines in City Streets

### RECOMMENDATION

That the City Council approve Resolution No. 9248 setting the date of June 24, 2010 for the public hearing on the granting of a franchise to Park Water Company.

### BACKGROUND

Park Water Company is a private water purveyor that operates pipelines within the City of Santa Fe Springs. The area presently being served by Park Water Company is properties along Firestone Boulevard from Bloomfield Avenue to west of Carmenita Road and Shoemaker Avenue from Firestone Boulevard to Excelsior Drive. Park Water Company has requested a renewal of their existing franchise with the City in order to continue operating their pipelines in the City and provide water service to specific properties within the City not served by the City of Santa Fe Springs Municipal Water System. Park Water Company was first granted a 25-year franchise in the City per Ordinance No. 613 approved by the City Council on March 13, 1982. This franchise expired in 2007 but Park Water has continued to make their annual payments to the City.

After reviewing Park Water Company's previous franchise, it is proposed to grant them a similar franchise incorporating the City's latest requirements:

1. The City reserves the right to revise the annual franchise fee following one year's written notice to Park Water Company.
2. The term of the franchise will be ten (10) years.
3. Annual franchise fee of 2% of gross annual receipts.
4. Park Water Company shall pay to the City the franchise application fee of \$4,576.
5. The proposed franchise provides for the method of abandonment of pipelines and the payment of a fee to the City of one-half the estimated cost of removal.
6. Park Water Company shall maintain an insurance policy at all times with minimum liability coverage of \$1,000,000 and also name the City as additional insured.

### FISCAL IMPACT

None.

Report Submitted By:

Don Jensen, Director  
Department of Public Works

Date of Report: May 20, 2010

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INFRASTRUCTURE IMPACT

The Park Water Company franchise includes provisions for the removal or relocation of their facilities at their cost in the event of any change or grade, alignment or width of any street or the construction of any sewer, water, storm drain pipeline or other improvement initiated by the City of Santa Fe Springs.



Frederick W. Latham  
City Manager

Attachment(s)  
Resolution No. 9248

RESOLUTION NO. 9248

A RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE TO GRANT A FRANCHISE FOR A PERIOD OF 10 YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, RENEW, REPAIR, CHANGE THE SIZE OF, REMOVE AND/OR ABANDON IN PLACE PIPELINES FOR THE TRANSPORTATION OF WATER, TOGETHER WITH ALL MANHOLES, VALVES, COMMUNICATION CABLES, APPURTENANCES AND SERVICE CONNECTIONS USED IN CONNECTION THEREWITH, NECESSARY OR CONVENIENT FOR THE OPERATION OF SUCH LINES, IN, UNDER, ALONG AND ACROSS ANY AND ALL PUBLIC STREETS, ALL ALLEYS AND HIGHWAYS NOW OR HEREAFTER DEDICATED TO PUBLIC USE IN THE CITY OF SANTA FE SPRINGS (PARK WATER COMPANY)

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

WHEREAS, PARK WATER COMPANY, a corporation has made application to the City Council of the City of Santa Fe Springs for a franchise more particularly described in the "Notice of Grant of Franchise" hereinafter set forth:

NOW, THEREFORE, BE IT RESOLVED that the City Council proposed to grant said franchise in the manner provided by law, substantially in the form and upon the terms and conditions hereinafter set forth in the "Notice of Grant of Franchise,"

BE IT FURTHER RESOLVED that the City Clerk of the City of Santa Fe Springs is hereby, authorized and directed to publish the following Notice of Grant of Franchise in a newspaper of general circulation within the City at least once within fifteen (15) days after the passage of this resolution, substantially in the following form, to wit:

NOTICE OF GRANT OF FRANCHISE

NOTICE IS HEREBY GIVEN that an application has heretofore been made to the City Council of the City of Santa Fe Springs, State of California, by PARK WATER COMPANY, a corporation, for the franchise hereinafter described, and it is proposed by said City Council to grant said application on the terms and conditions hereinafter mentioned.

Said franchise is described and will be granted substantially in the following form:

The franchise is hereby granted to PARK WATER COMPANY, a corporation, its successors and assigns, for a period of ten (10) years, to construct, maintain, operate, renew, repair, change the size of, remove and/or abandon in place pipelines for the transportation of water, together with all manholes, valves, communication cables,

appurtenances and service connections used in connection therewith, necessary or convenient for the operation of such lines, in, under, along and across any and all public streets, alleys and highways now or hereafter dedicated to public use in the City of Santa Fe Springs.

The grantee shall, during the life of this franchise, pay to the City of Santa Fe Springs, in lawful money of the United States, and in the manner provided by law, an annual franchise fee of two percent (2%) of the gross annual receipts of the Grantee arising from the use, operation or possession of the franchise ; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of the Grantee derived from the sale of water within the limits of the City. Any neglect, omission or refusal by said Grantee to pay said percentage, the Grantee shall pay a late charge of ten percent (10% ) of the amount due, said ten percent (10%) being due on the forty-fifth (45<sup>th</sup>) day after the due date. In the event full payment of any rate, payment or fee including the ten percent (10%) late charge is not received within ninety (90) days after the due date, an assessment of interest shall accrue on the unpaid balance at one percent (1%) per month beginning on the ninety-first date after the due date.

The City reserves the right, upon one year's written notice to the Grantee to revise the foregoing annual franchise fee to any fee or fee basis which is then allowable under the laws of the State of California and of the City. If the franchise fee as determined by the City is unacceptable to Grantee, Grantee shall have the right, upon six months advance written notice to City, to terminate this franchise. Any such change shall be prospective in operation.

Abandonment of pipelines shall be done according to City specifications. Said specifications shall include that all pipes, valves, etc., shall be removed, ends shall be plated after filling pipes with slurry sand, and a fee of one-half (1/2) the estimated cost of removal shall be paid to the City of Santa Fe Springs. The franchise holder shall then have no further responsibility for the abandoned facilities, nor shall Grantee pay any annual fees for such facilities. If these conditions are not satisfied, the proposed abandoned facilities shall be considered as being deactivated and shall remain the responsibility of the Grantee and shall remain on their records and maps and the annual fees shall be paid. In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited and Grantee shall pay to the City all costs for removal of the pipelines and appurtenances.

This franchise will be issued subject to and pursuant to the provisions of Chapter 114 of the Santa Fe Springs City Code of Ordinances entitled "Franchises," except as otherwise specified herein. Said Chapter 114 shall be deemed to be a part of any franchise granted hereunder.

NOTICE IS HEREBY GIVEN that any person interested may make written protest, stating objections against the granting of the franchise, which written protest must be filed with the City Clerk not later than 6:00 o'clock p.m. on the 24<sup>th</sup> day of June

2010. At the time abovementioned in the Council Chambers of the City Council of the City of Santa Fe Springs, the City Council shall proceed to hear and pass upon all protests so made.

Such franchise shall also be subject to the provisions of the Franchise Act of 1937 (Sections 6201, et seq. of the Public Utilities Code of the State of California).

Prior to the issuance of any excavation permit or the construction of any pipeline, the Grantee shall obtain approval from the Director of Public Works of the City. In granting or withholding such approval, the Director of Public Works shall take into consideration the following factors:

- (a) Whether or not the proposed route or location of the pipeline will create excessive problems during construction or during maintenance of said pipelines.
- (b) Traffic density along the proposed route.
- (c) The condition of existing pavement in the public right-of-way when pavement reconstruction is required for the installation of the proposed pipeline.
- (d) The density of population or structural development in the area through which the pipeline is proposed to be routed.
- (e) The extent of other subsurface structures in the vicinity of the proposed route.
- (f) The need for the City to install City facilities within the trench.

By Order of the City Council of the City of Santa Fe Springs, California.

APPROVED and ADOPTED this 27<sup>th</sup> day of May 2010.

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MAYOR

ATTEST:

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CITY CLERK







# City of Santa Fe Springs

City Council Meeting

May 27, 2010

## NEW BUSINESS

### Approval of a Subrecipient Agreement with the I-5 Consortium Cities Joint Powers Authority for Use of Prop C Local Return Funds

#### RECOMMENDATION

That the City Council authorize the City Manager to execute the Subrecipient Agreement with I-5 Joint Powers Authority for Use of Prop C Local Return Funds on behalf of the City.

#### BACKGROUND

The I-5 Consortium Cities Joint Powers Authority has entered into a Memorandum of Understanding (Grant Agreement) with the Los Angeles County Metropolitan Transportation Authority for the use of \$6,645,000 of certain Proposition C funds to be used for the funding of specified I-5 pre-construction mitigation projects to be completed within the Cities of Santa Fe Springs, Norwalk and La Mirada (Subrecipients). The Consortium desires to contract with the Subrecipients at a total cost of \$6,645,000 for the engineering, construction and management of all phases of the mitigation projects as described in Attachment B of the Grant Agreement.

Per the attached Subrecipient Agreement Santa Fe Springs will coordinate the design and construction of Sub-Project 200 and Sub-Project 400 as described in Attachment B of the Grant Agreement and use the MTA funds solely to reimburse the actual expenses incurred by the City to implement Sub-Project 200 and 400. For Sub-Project 200, the Consortium shall reimburse Santa Fe Springs an amount not to exceed \$2,076,300 and an amount not to exceed \$1,050,000 for Sub-Project 400. If MTA funds are not forthcoming from MTA for any reason, the Consortium shall not have any obligation to reimburse Santa Fe Springs through any other source of Consortium funds. Any cost overruns are the responsibility of the City. All Sub-Projects must be completed and all funds distributed no later than March 1, 2011.

#### FISCAL IMPACT

The agreement allows the City to be reimbursed for any costs associated with the design and construction of Sub-Projects 200 and 400.

#### INFRASTRUCTURE IMPACT

Several streets adjacent to the I-5/Carmenita Road will be rehabilitated in advance of traffic diversion that will result from the I-5 Freeway widening project.

  
Frederick W. Latham  
City Manager

Attachment(s):

Subrecipient Agreement

Report Submitted By: Don Jensen, Director  
Department of Public Works

Date of Report: May 12, 2010

AD

## THE CITY OF SANTA FE SPRINGS

### **SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF NORWALK, CITY OF LA MIRADA, CITY OF SANTA FE SPRINGS AND THE I-5 CONSORTIUM CITIES JOINT POWERS AUTHORITY**

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 ("Effective Date") by and between the CITY of NORWALK, a California municipal corporation ("Norwalk" or "Subrecipient City"), the CITY of SANTA FE SPRINGS, a California municipal corporation ("Santa Fe Springs" or "Subrecipient City"), and the CITY of LA MIRADA, a California municipal corporation ("La Mirada" or "Subrecipient City") (together "Subrecipients") and the I-5 CONSORTIUM CITIES JOINT POWERS AUTHORITY, a California Joint Powers entity ("the Consortium").

#### RECITALS

A. The Consortium has entered into that certain Proposition C Memorandum of Understand ("Grant Agreement") with the Los Angeles County Metropolitan Transportation Authority ("MTA"), by which the Consortium will receive six million six-hundred and forty-five thousand dollars (\$6,645,000.00) for the I-5 pre-construction mitigation project ("Project"). The Grant Agreement is attached hereto as Exhibit A and incorporated herein by reference.

B. The Consortium wishes to contract with the Subrecipients at a total cost of six million six hundred and forty-five thousand dollars (\$6,645,000.00) ("Funds") for the engineering, construction and management of all phases of the Project as described in Attachment B to the Grant Agreement.

C. The Subrecipients desire to provide engineering, construction, and management services to implement the Project.

NOW, THEREFORE, the parties hereto agree as follows:

#### **1. SUBRECIPIENT OBLIGATIONS**

##### 1.1 Implementation of Sub-Projects.

(a) Norwalk hereby agrees to coordinate the design and construction of Sub-Project 100 pursuant to Attachment B of the Grant Agreement.

(b) Santa Fe Springs hereby agrees to coordinate the design and construction of Sub-Project 200 and Sub-Project 400 pursuant to Attachment B of the Grant Agreement.

(c) La Mirada hereby agrees to coordinate the design and construction of Sub-Project 300 pursuant to Attachment B of the Grant Agreement.

1.2 Use of MTA Funds. The Subrecipients hereby agree to use the Funds solely to implement their respective Sub-Projects as detailed under Section 1.1 of this Agreement pursuant to all of the terms and conditions of this Agreement and the applicable terms and conditions of the Grant Agreement. The Funds shall be used solely to reimburse the actual expenses incurred by the Subrecipients to implement their respective Sub-Projects.

1.3 Compliance with Grant Agreement. Each Subrecipient City shall perform their respective obligations under the Grant Agreement. In the event that MTA determines one or more Subrecipient City/Cities has breached its obligations under the Grant Agreement, the City/Cities in breach will be solely responsible for complying with any MTA demands, determinations, fines, or other such actions or penalties initiated by MTA because of the breach. No non-breaching Subrecipient City, non-participating cities, or the Consortium as a whole shall be in any way responsible for satisfying any MTA demands made in response to a breach of the Grant Agreement. Any City/Cities found in breach of the Grant Agreement shall remain obligated under this Agreement and remain responsible to fulfill its obligations under this Agreement, including those obligations under Section 1.1.

1.4 Compliance with Law. The Subrecipients shall perform their respective Sub-Projects as detailed under Section 1.1 of this Agreement in accordance with all ordinances, resolutions, statutes, rules, and regulations of any federal, state or local government agency having jurisdiction at the time service is rendered.

## 2. **DISBURSEMENT OF FUNDS**

2.1 Maximum Amount of Funds. Upon Compliance with the requirements set forth herein, Consortium shall make the following reimbursements to the Subrecipients:

(a) For Sub-Project 100, the Consortium shall reimburse Norwalk an amount not to exceed two million four hundred and fifty seven thousand and five hundred dollars (\$2,457,500.00), which shall constitute the Consortium's full obligation to Norwalk and other Consortium service providers, unless the Consortium receives additional funds from MTA for the completion of Sub-Project 100 or unless the Consortium opts to shift funds currently allocated under this Agreement from another Sub-Project to Sub-Project 100. In such case, the parties shall amend the Agreement to reflect the additional sum and, if applicable, the additional services Norwalk shall provide. If the funds are insufficient to complete Sub-Project 100, Norwalk shall secure and provide such additional non-Grant funds necessary to complete Sub-Project 100. Reimbursement, if any, by the Consortium is conditioned upon receipt of such funds by the Consortium from MTA and obtaining all required approvals from MTA, including, but not limited to, environmental clearances. If MTA funds are not forthcoming from MTA

for any reason, the Consortium shall not have any obligation to reimburse Norwalk through any other source of Consortium funds.

(b) For Sub-Project 200, the Consortium shall reimburse Santa Fe Springs an amount not to exceed two million seventy-six thousand and three hundred dollars (\$2,076,300.00), which shall constitute the Consortium's full obligation to Santa Fe Springs and other Consortium service providers under Sub-Project 200, unless Consortium receives additional funds from MTA for the completion of Sub-Project 200 or unless Consortium opts to shift funds current allocated under this Agreement from another Sub-Project to Sub-Project 200. In such case, the parties shall amend the Agreement to reflect the additional sum and, if applicable, the additional services Santa Fe Springs shall provide. If the funds are insufficient to complete Sub-Project 200, Santa Fe Springs shall secure and provide such additional non-Grant funds necessary to complete Sub-Project 200. Reimbursement, if any, by the Consortium is conditioned upon receipt of such funds by the Consortium from MTA and obtaining all required approvals from MTA, including, but not limited to, environmental clearances. If MTA funds are not forthcoming from MTA for any reason, the Consortium shall not have any obligation to reimburse Santa Fe Springs through any other source of Consortium funds.

(c) For Sub-Project 300, Consortium shall reimburse La Mirada an amount not to exceed one million sixty-one thousand and two hundred dollars (\$1,061,200.00), which shall constitute the Consortium's full obligation to La Mirada and other Consortium service providers under Sub-Project 300, unless the Consortium receives additional funds from MTA for the completion of Sub-Project 300 or unless the Consortium opts to shift funds currently allocated under this Agreement from another Sub-Project to Sub-Project 300. In such case, the parties shall amend the Agreement to reflect the additional sum and, if applicable, the additional services La Mirada shall provide. If the funds are insufficient to complete Sub-Project 300, La Mirada shall secure and provide such additional non-Grant funds necessary to complete Sub-Project 300. Reimbursement, if any, by Consortium is conditioned upon receipt of such funds by the Consortium from MTA and obtaining all required approvals from MTA, including, but not limited to, environmental clearances. If MTA funds are not forthcoming from MTA for any reason, the Consortium shall not have any obligation to reimburse La Mirada through any other source of Consortium funds.

(d) For Sub-Project 400, the Consortium shall reimburse Santa Fe Springs an amount not to exceed one million and fifty thousand dollars (\$1,050,000.00), which shall constitute the Consortium's full obligation to Santa Fe Springs and other Consortium service providers under Sub-Project 400, unless the Consortium receives additional funds from MTA for the completion of Sub-Project 400 or unless the Consortium opts to shift funds currently allocated under this Agreement from another Sub-Project to Sub-Project 400. In such case, the parties shall amend the Agreement to reflect the additional sum and, if applicable, the additional services Santa Fe Springs shall provide. If the funds are insufficient to complete Sub-Project 400, Santa Fe Springs shall secure and provide such additional non-Grant funds necessary to complete Sub-Project 400.

Reimbursement, if any, by the Consortium is conditioned upon receipt of such funds by the Consortium from MTA and obtaining all required approvals from MTA, including, but not limited to, environmental clearances. If MTA funds are not forthcoming from MTA for any reason, the Consortium shall not have any obligation to reimburse Santa Fe Springs through any other source of Consortium funds.

2.2 Cost Overruns. At no time shall the Consortium or a non-participating member city be liable for any cost associated with the Project. In the event that MTA Funds are not forthcoming from MTA for any reason, or if the funds allocated to Subrecipients are insufficient to cover the Sub-Project costs in any way, the member cities of the Consortium that are not named as Subrecipients under this Agreement will not be held liable for any costs.

2.3 Method of Payment. The Consortium shall make reimbursements to Subrecipients upon Subrecipients' submittal of, and Consortium's approval of, (i) a detailed invoice; and (ii) the program performance reports required by the Grant Agreement. To the extent the MTA funds actually have been received from MTA, the Consortium shall pay Subrecipients for all expenses stated on the invoice, which are approved by Consortium pursuant to this Agreement no later than two weeks after receipt of payment from MTA, provided the program performance reports are also timely submitted and approved.

### 3. **PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Subrecipients shall commence, prosecute, and complete their respective Sub-Projects as detailed under Section 1.1 of this Agreement within the time periods established in the "Schedule" in Attachment B to the Grant Agreement, which is attached hereto as part of Exhibit A and is incorporated herein by reference, unless extensions of such time periods have been approved in writing by the Consortium. All Sub-Projects must be completed and all Funds must be distributed no later than March 1, 2011, as required by Section 8 of the Grant Agreement. Notwithstanding any provisions in this Agreement to the contrary, any Funds not distributed by March 1, 2011, are subject to lapse.

3.3 Force Majeure. The time period(s) specified in the Schedule for performance of the work shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Subrecipients, including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riot, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Consortium and MTA, if the Subrecipients shall, within ten (10) days of the commencement of such delay, notify the Consortium Representative in writing of the causes of the delay.

3.4 Term. This Agreement is effective as of the Effective Date written above, and shall be terminated when all of the following have occurred, unless earlier terminated in accordance with Section 7.2: (i) the entirety of the Sub-Projects have been completed, (ii) all audits and reports have been submitted by Subrecipients to the Consortium pursuant to MTA requirements, and (iii) MTA has released final disbursement to Consortium and Subrecipients have received final disbursement of Funds from Consortium pursuant to this Agreement; or by March 1, 2011, whichever event occurs first. In the event that the March 1, 2011 deadline is extended pursuant to any agreement between the Subrecipient Cities, the new deadline shall take the place of "March 1, 2011" in the preceding sentence.

3.5 Reversion of Assets Upon the expiration or sooner termination of this Agreement, Subrecipients shall transfer to the Consortium: (i) any and all Funds on hand that Subrecipients are not already obligated to pay to others pursuant to their respective Sub-Projects; and (ii) any accounts receivable attributable to the use of the Funds that Subrecipients are not already obligated to pay to others pursuant to their respective Sub-Projects.

#### 4. COORDINATION OF WORK

4.1 Subrecipient Representatives. The Subrecipient Representatives shall be the City Manager of each respective Subrecipient City or such person as may be designated by the City Manager of each respective Subrecipient City in writing. The Consortium shall refer any decisions which must be made by the Subrecipients to the Subrecipient Representatives. Any approval of Subrecipients required hereunder shall mean the approval of the Subrecipient Representatives, unless the Subrecipient Representative shall inform the Consortium that the decision must be made by the Subrecipient City Councils.

4.2 Consortium Representative. The Consortium Representative shall be the Executive Director, or such person as may be designated by the Executive Director in writing. It shall be the Subrecipients' responsibility to ensure that the Consortium Representative is kept informed of the progress of the performance of the services and the Subrecipients shall refer any decisions, which must be made by Consortium or the Consortium Representative. Any approval of Consortium required hereunder shall mean the approval of the Consortium Representative, unless the Consortium Representative shall inform the Subrecipients that the decision must be made by the Board of Directors.

4.3 Independent Contractor. The Subrecipients are, and shall at all times remain as to Consortium, to each other, and to all member cities of the Consortium, not named as Subrecipients under this Agreement, wholly independent contractors. Subrecipients shall have no power to incur any debt, obligation, or liability on behalf of Consortium, on behalf of another Subrecipient City, or on behalf of any member city of the Consortium not named as a Subrecipient City under this Agreement.

Neither Consortium nor any of its agents shall have control over the conduct of Subrecipients or any of Subrecipients' employees, except as set forth in this Agreement. Subrecipients shall fully comply with the worker's compensation laws regarding Subrecipient Cities and Subrecipients' employees. Subrecipients further agree to indemnify and hold Consortium, the other Subrecipient Cities, and all member cities of the Consortium not named as Subrecipients under this Agreement harmless from any failure of Subrecipients to comply with applicable workers compensation laws.

## **5. MANDATORY LIABILITY COVERAGE**

5.1 General Liability Coverage. Each Subrecipient City shall obtain, at its sole cost and keep in full force and effect during the term of this Agreement, commercial general liability coverage in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage.

5.2 Professional Liability Coverage. Each Subrecipient City shall obtain, at its sole cost and keep in full force and effect, for a period of five (5) years following the termination of this Agreement, errors and omissions liability insurance appropriate for each of the professions involved in the engineering, design, and construction of their respective Sub-Projects in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) annual aggregate. The professional liability coverage shall provide: (i) that the coverage shall extend to the Consortium and each of its officers, agents, employees, and volunteers, and (ii) that the coverage shall extend to each of the member cities of the Consortium not named as Subrecipients in this Agreement.

5.3 Memorandum of Coverage. Each Subrecipient City shall file with Consortium upon the execution of this Agreement, a memorandum of coverage issued by the California Joint Powers Insurance Authority which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days written notice to the Consortium prior to the effective date of such cancellation, or change in coverage.

5.4 Subrecipient Insurance. The general liability coverage shall provide (i) that the coverage shall extend to the Consortium, and each of its officers, agency, employees, and volunteers, (ii) that the coverage shall operate as primary coverage, and (iii) that no coverage effected by the Consortium will be called upon to cover a loss covered thereunder.

5.5 Coverage Requirements. Each Subrecipient City shall require each consultant or contractor retained by each Subrecipient City to implement their respective Sub-Projects to obtain liability coverage at least as comprehensive as required under Section 5.1-5.4 hereunder and shall require the Consortium and its officers, agents, employees, and volunteers to be named as additional named insured on such coverage. Each Subrecipient City shall also require each consultant and

contractor to obtain Worker's Compensation coverage at not less than the minimum required under California law.

## 6. RECORDS AND REPORTS

6.1 Reports. Each Subrecipient City shall prepare and submit detailed invoices regarding the Sub-Projects to the Consortium on a monthly basis. The Joint Powers Authority Engineer (or his or her designee) shall prepare and submit monthly progress reports on behalf of the Subrecipient Cities, which shall be submitted to MTA, the Subrecipient Cities' city managers, and the Subrecipient Cities' elected officials, to fulfill the Consortium's reporting obligations under the Grant Agreement.

## 7. ENFORCEMENT OF CONTRACT

7.1 Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of Los Angeles, State of California, the United States District, or any other appropriate court in Los Angeles County, and each Subrecipient City covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Termination. Consortium may terminate this Agreement if Consortium receives notice from MTA that the Grant Agreement has been terminated by giving thirty (30) days notice to Subrecipients. The Consortium shall reimburse each Subrecipient City for all costs incurred prior to the termination date, in accordance with Part II, Section 1.2 of the Grant Agreement.

7.3 Waiver. Waiver by any party of any of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement.

7.4 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other parties.

7.5 Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.



7.6 Attorneys' Fees. If any party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to actual attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other costs for investigating such action, taking depositions and discovery and all other costs incurred in such litigation. All such fees shall be deemed to have accrued or commenced

## 8. INDEMNIFICATION

8.1 Neither Consortium nor any officer or employee thereof, nor any member of the Consortium which is not named as a Subrecipient City in this Agreement, shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Subrecipients, their officers, agents, employees, contractors and subcontractors under this Agreement. Subrecipients shall fully indemnify, defend, and hold harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees, and any claims for damages of any nature whatsoever arising out of this Agreement, including without limitation: (i) misuse of the Funds by Subrecipients, or their officers, agents, employees, contractors or subcontractors; (ii) breach of Subrecipients' obligations under this Agreement; or (iii) any act or omission of Subrecipients, or their officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of services, in connection with this Agreement and, without limitation, implementation of their respective Sub-Projects.

## 9. MISCELLANEOUS PROVISIONS

9.1 Notices. Any notices, bills, invoices or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during Subrecipients' and Consortium's regular business hours or by facsimile before or during regular business hours; or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be delivered the parties at the following addresses:

If to Norwalk:           City Clerk  
                                  City of Norwalk  
                                  12700 Norwalk Boulevard  
                                  Norwalk, California 90650  
                                  Fax: (562) 929-5773

*With a copy to:*

Ernie Garcia, City Manager  
City of Norwalk  
12700 Norwalk Boulevard  
Norwalk, California 90650  
Fax: (562) 929-5773

If to La Mirada: City Clerk  
City of La Mirada  
13700 La Mirada Boulevard  
La Mirada, California 90638  
Fax: (562) 943-1463

*With a copy to:*

Tom Robinson, City Manager  
City of La Mirada  
13700 La Mirada Boulevard  
La Mirada, California 90638  
Fax: (562) 943-1463

If to Santa Fe Springs: City Clerk  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, California 90670  
Fax: (562) 868-7112

*With a copy to:*

Fred Latham, City Manager  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, California 90670  
Fax: (562) 868-7112

If to Consortium: I-5 Consortium Cities Joint Powers Authority  
12700 Norwalk Boulevard  
P.O. Box 1030  
Norwalk, California 90651-1030  
Fax: (626) 737-8495

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be

construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and non shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrants that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement, on behalf of said party; (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

9.5 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated here by reference, the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have signed this document as of the date written in the introductory paragraph.

**CITY OF SANTA FE SPRINGS**

By: \_\_\_\_\_  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**I-5 CONSORTIUM CITIES JOINT  
POWERS AUTHORITY**

By: \_\_\_\_\_  
Executive Director

**ATTEST:**

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

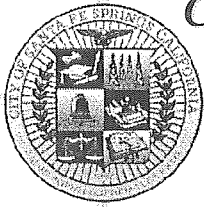
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Special Counsel for the Authority

**EXHIBIT A**

**GRANT AGREEMENT**





# *City of Santa Fe Springs*

City Council Meeting

May 27, 2010

## **NEW BUSINESS**

Resolution No. 9258 – Authorize and Grant Designated Period for CalPERS Two-Years Additional Service Credit Early Retirement Incentive Program for Safety Personnel

### RECOMMENDATION

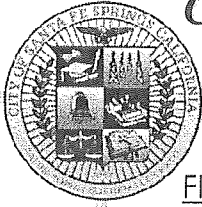
That the City Council adopt Resolution No. 9258 authorizing and granting a designated period for the CalPERS Two-Years of Additional Service Credit early retirement incentive program for Safety personnel and approve the certification of compliance with Government Code Section 20903.

### BACKGROUND

As a result of unprecedented budget challenges, on February 16, 2010 the City Council approved the implementation of a retirement incentive program providing two years of CalPERS service credits to eligible Miscellaneous employees (essentially non-Safety employees, as defined by CalPERS).

On May 13, 2010 the City Council approved the implementation of an identical retirement incentive program for eligible Safety personnel. That was the first of a two-step process in which the cost of the increase in retirement benefits must first be made public at least two weeks prior to the adoption of the implementing resolution. Therefore, the next step is for the Council to adopt a resolution granting final approval and establishing a designated period for employees to formally retire from the City. The proposed period is 90 days, from June 1, 2010 to August 29, 2010.

Staff has met with representatives from the Firefighters' Association and engaged in conversations regarding the availability and implementation of the incentive program.



## *City of Santa Fe Springs*

City Council Meeting

May 27, 2010

### FISCAL IMPACT

The cost of the program is based on the number of employees who will participate in the program. It will be payable by way of increased annual CalPERS contributions over a twenty year period beginning in Fiscal Year 2012-13. Obviously, annual salary savings from resulting position vacancies would more than offset future costs.

A handwritten signature in black ink, appearing to read "F. W. Latham", is written over the printed name.

Frederick W. Latham  
City Manager

### Attachments:

Resolution No. 9258

Certification of Compliance – Section 20903



CITY COUNCIL  
OF THE  
CITY OF SANTA FE SPRINGS  
RESOLUTION No. 9258  
TO  
GRANT ANOTHER DESIGNATED PERIOD  
FOR  
TWO YEARS ADDITIONAL SERVICE CREDIT

WHEREAS, the City Council of the City of Santa Fe Springs is a contracting Public Agency of the Public Employees' Retirement System; and

WHEREAS, said Public Agency desires to provide another designated period for Two Years Additional Service Credit, Section 20903, based on the contract amendment included in said contract which provided for Section 20903, Two Years Additional Service Credit, for eligible members;

NOW, THEREFORE, BE IT RESOLVED, that said City Council does seek to add another designated period, and does hereby authorize this Resolution, indicating a desire to add a designated period from June 1, 2010 through August 29, 2010 for eligible Safety Employee\* members in the City of Santa Fe Springs.

Adopted and approved this 27th day of May, 2010.

\* as defined by CalPERS

CITY COUNCIL  
OF THE  
CITY OF SANTA FE SPRINGS

BY \_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
Clerk/Secretary

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
Employer Services Division  
Contract Maintenance Unit  
P.O. Box 942709  
Sacramento, CA 94229-2709

**CERTIFICATION OF COMPLIANCE WITH  
GOVERNMENT CODE SECTION 20903**

In accordance with Government Code Section 20903 and the contract between the Public Employees' Retirement System, the City Council of the City of Santa Fe Springs hereby certifies that:

1. Because of an impending curtailment of, or change in the manner of performing service, the best interests of the agency will be served by granting such additional service credit.
2. The added cost to the retirement fund for all eligible employees who retire during the designated window period will be included in the contracting agency's employer contribution rate for the fiscal year that begins two years after the end of the designated period.
3. It has elected to become subject to Section 20903 because of impending mandatory transfers, demotions, and layoffs that constitute at least 1 percent of the job classification, department or organizational unit, as designated by the governing body, resulting from the curtailment of, or change in the manner of performing, its services.
4. Its intention at the time Section 20903 becomes operative is to keep all vacancies created by retirements under this section or at least one vacancy in any position in any department or other organizational unit permanently unfilled thereby resulting in an overall reduction in the work force of such department or organizational unit.

THEREFORE, the City Council of the City of Santa Fe Springs hereby elects to provide the benefits of Government Code Section 20903 to all eligible members who retire within the designated period, June 1, 2010 through August 29, 2010.

CITY COUNCIL  
OF THE  
CITY OF SANTA FE SPRINGS

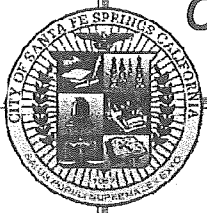
BY \_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
Clerk/Secretary

May 27, 2010

\_\_\_\_\_  
Date



# City of Santa Fe Springs

City Council Meeting

May 27, 2010

## AWARD OF CONTRACT

### Norwalk/Santa Fe Springs Transportation Center Parking Lot Improvements

#### RECOMMENDATION

That the City Council take the following actions:

1. Reject the bid submitted by Pave West of La Habra, California on the grounds that their bid was non-responsive to the Contract Specifications.
2. Accept the nine bids for the Norwalk/Santa Fe Springs Transportation Center Parking Lot Improvements that remain valid through June 1, 2010; and
3. Award a contract to All American Asphalt of Corona, California, in the amount of \$950,000.00.

#### BACKGROUND

The City Council, at their meeting of September 24, 2010 authorized the City Engineer to advertise for construction bids for the subject project. Bids were opened on March 30, 2010 and the following 12 bids were received.

<u>Company Name</u>	<u>Bid Amount</u>
1. Pave West	\$ 806,196.90
2. All American Asphalt	\$ 950,000.00
3. EC Construction	\$ 950,319.65
4. R.J. Noble Company	\$ 957,065.25
5. Terra Pave	\$ 986,782.50
6. Adams/Mallory Construction	\$ 1,024,697.20
7. Doja, Inc.	\$ 1,062,416.00
8. EBS, Inc.	\$ 1,121,592.00
9. Y & M Construction	\$ 1,261,062.00
10. Excel Paving Company	\$ 1,285,417.00
11. Yakar	\$ 1,291,510.64
12. G Coast Construction, Inc.	\$ 1,298,644.00

At the time the bids were opened, the apparent low bidder was Pave West of La Habra. Due to an error in their bid Pave West asked that the City allow them to withdraw their bid.

Report Submitted By:

Don Jensen, Director  
Department of Public Works

Date of Report: May 21, 2010

9F

Due to a delay in the transfer of funding from the I-5 JPA to the City of Santa Fe Springs for this project, the other eleven bidders were initially asked to extend their bid through May 17, 2010 and then again through June 1, 2010. Letters were subsequently received from nine of the eleven remaining bidders confirming that their bids were valid through June 1, 2010. The bidders that did not agree to extend their bids were the following:

▪ Doja, Inc.	\$ 1,062,416.00
▪ G Coast Construction, Inc.	\$ 1,298,644.00

The following bids remain valid through June 1, 2010:

<u>Company Name</u>	<u>Bid Amount</u>
1. All American Asphalt	\$ 950,000.00
2. EC Construction	\$ 950,319.65
3. R.J. Noble Company	\$ 957,065.25
4. Terra Pave	\$ 986,782.50
5. Adams/Mallory Construction	\$ 1,024,697.20
6. EBS, Inc.	\$ 1,121,592.00
7. Y & M Construction	\$ 1,261,062.00
8. Excel Paving Company	\$ 1,285,417.00
9. Yakar	\$ 1,291,510.64

As indicated above, the apparent low bid for the project was submitted by All American Asphalt, of Corona, California in the amount of \$950,000.00. That bid is 6% below the Engineer's Estimate of \$1,010,368. The Department of Public Works has reviewed the bids and has determined the bid submitted by All American Asphalt to be satisfactory and responsive to the Project specifications.

The total construction cost, including all engineering, inspection and related costs, is estimated to be \$1,181,580. Staff believes that cost can be covered with budgeted City and committed County funds and no additional City funds will be needed.



Frederick W. Latham  
City Manager

Attachment: None



# City of Santa Fe Springs

City Council Meeting

May 27, 2010

## NEW BUSINESS

Perform a Second Reading of Ordinance No. 1010 Which Will Redefine the Amended Consolidated Redevelopment Project Area and Plan Established by Amendment No. 4 (as adopted by Ordinance No. 1000)

### RECOMMENDATION

That the following actions be taken:

1. Perform a Second Reading of Ordinance No. 1010
2. Adopt Ordinance No. 1010
3. Direct Staff to File a Notice of Determination with the Los Angeles County Clerk

### BACKGROUND

The City Council on May 13, 2010, unanimously approved Ordinance No. 1010, which redefines the amended Consolidated Redevelopment Project Area and Plan. Amendment No. 4A of the Consolidated Redevelopment Project Area will increase the total project area size by 30.81 acres.

Under State law, the Council's action on May 13, 2010, must be followed by a second reading of the Ordinance. Once this is completed, the Ordinance can be adopted. It is also required that a Notice of Determination be filed with the Los Angeles County Clerk within five working days of its action, according to the California Environmental Quality Act.

### FISCAL IMPACT

The cost to file a Notice of Determination with the County clerk is \$75.

### STAFF COMMENTS

Staff recommends that the City Council perform a second reading of the Ordinance, adopt Ordinance No. 1010, and authorize staff to file a Notice of Determination.

Frederick W. Latham  
City Manager

Consideration of Ordinance No. 1010, Adopting and Implementing Amendment  
No. 2A to the Consolidated Redevelopment Project Area and Plan

Page 2 of 2

Attachment(s):

- Ordinance No. 1010

## **ORDINANCE NO. 1010**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING ORDINANCE NO. 1000 (ADOPTING A REDEVELOPMENT PLAN FOR AND APPROVING AMENDMENT NO. 4 TO THE AMENDED CONSOLIDATED REDEVELOPMENT PROJECT AREA) TO REDEFINE THE PROJECT AREA FOR AMENDMENT NO. 4 TO THE AMENDED CONSOLIDATED REDEVELOPMENT PROJECT AREA (AMENDMENT NO. 4A)**

#### **Recitals:**

A. In June 2008 the City Council of the City of Santa Fe Springs adopted Resolution No. 9113 and began proceedings to amend the Amended Consolidated Redevelopment Project Area by adding additional area.

B. In July 2008 the Planning Commission adopted Resolution No. 17-2008 and selected the project area boundaries for Amendment No. 4 to the Amended Consolidated Redevelopment Project Area and approved a preliminary plan for the same. At the request of the City Council, this project area was later revised.

C. On October 9, 2008 the City Council adopted Resolution No. 9148 authorizing and directing the Community Development Commission to consult with and obtain the advice of tenants and community organizations within the proposed Amendment No. 4 project area in accordance with the procedures of the Community Redevelopment Law.

D. On October 9, 2008 the Community Development Commission adopted Resolution No. 215-08 establishing Fiscal Year 2008-2009 as the base year roll.

E. On or about March 9, 2009 the Notice of Availability of the Supplemental Environmental Impact Report ("FSEIR") was published and the document was made available for public review in accordance with the time frames set forth by CEQA.

F. On April 23, 2009 the Community Development Commission approved rules governing participation by property owners and business occupants and adopted relocation rules by Resolution Nos. 223-09 and 225-09.

G. On May 7, 2009 the City Council and the Community Development Commission each adopted resolutions consenting to a joint public hearing regarding the proposed Amendment No. 4 to the Amended Consolidated Redevelopment Project Area and directing that notices of the hearing be given as required.

H. On May 11, 2009 the Planning Commission adopted Resolution No. 22-09, finding that the proposed Amendment No. 4 conformed to the General Plan of the City.

I. A noticed public information meeting on the proposed Amendment No. 4 was held on May 18, 2009.

J. On June 24, 2009 a letter of objection was received by the City from the County of Los Angeles.

K. On June 25, 2009 the City Council and the Community Development Commission held a duly, noticed joint public hearing on proposed Amendment No. 4 to the Amended Consolidated Redevelopment Project. Notice of the joint public hearing was given by publication and mailing as required by the Community Redevelopment Law. At the close of the public hearing the Community Development Commission adopted Resolution No. 233-2009 finding that the use of low-and moderate-income housing funds outside the boundaries of Amendment No. 4 would be of benefit to the Amended Consolidated Redevelopment Project. At the close of the public hearing the City Council: adopted Resolution No. 9195 finding that the use of low-and moderate-income housing funds outside the boundaries of Amendment No. 4 would be of benefit to the Amended Consolidated Redevelopment Project Area; adopted Resolution No. 9196 certifying the FSEIR for Amendment No. 4 to the Amended Consolidated Redevelopment Project Area; and introduced Ordinance 1000 approving Amendment No. 4 to the Amended Consolidated Redevelopment Project Area.

L. On July 9, 2009 the City Council approved Resolution No. 9203, approving responses to the County Objections.

M. On July 15, 2009, the City Council adopted Ordinance No. 1000.

N. On or about October 6, 2009 the County of Los Angeles initiated a validation action against the City of Santa Fe Springs, the Community Development Commission of the City of Santa Fe Springs, the City Council of the City of Santa Fe Springs and All Persons Interested in the Matter of Amendment Number Four to the Consolidated Redevelopment Project Area alleging that the amendment was invalid due to various violations of the Community Redevelopment Law.

O. The City Council and Community Redevelopment Commission deny the allegations contained in the County's complaint and contend that all procedures of the Community Redevelopment Law were properly followed in adopting Amendment No. 4 to the Amended Consolidated Redevelopment Project Area.

P. Without admitting liability or error, the Parties have determined that it was in the best interest of all concerned to settle the litigation and on April 13, 2010, the Parties entered into a Stipulation for Settlement whereby it was agreed that the City would amend Ordinance No. 1000 to redefine the boundaries of the area added as set forth herein.



Q. On May 13, 2010 the City Council held a duly noticed public hearing to consider the amendment to Ordinance 1000 to redefine the Project Area for Amendment No. 4 to the Amended Consolidated Redevelopment Project Area.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY FIND, DETERMINE AND ORDAIN AS FOLLOWS:

SECTION 1. All facts set forth in the Recitals of this Ordinance are hereby found to be true and correct.

SECTION 2. Ordinance No. 1000 and the Project Area for the Redevelopment Plan for Amendment No. 4 are hereby amended as set forth herein. The amendment to the Amended Consolidated Redevelopment Project Area shall hereafter be referred to as Amendment No. 4A. The changes that are made by Amendment No. 4A are not substantial changes which affect any plan adopted by the Planning Commission or City Council and do not require submission to the Planning Commission for a report or recommendation.

SECTION 3. The Project Area established by Amendment No. 4 is hereby reduced to include only that added area as shown on the maps attached as Exhibits A and B to the Redevelopment Plan for Amendment No. 4A and as described in the legal description attached as Exhibit C to the Redevelopment Plan for Amendment No. 4A for a total of \_\_\_\_ acres (the "Added Area"). The Redevelopment Plan for Amendment No. 4 is amended by revising Section 100 to reflect the correct amount of acreage and changing the Exhibits; no other changes have been made.

SECTION 4. The City Council hereby finds and determines that in adopting this Ordinance, it may rely on the administrative proceedings and CEQA determination that was prepared for Amendment No. 4 to the Amended Consolidated Redevelopment Project Area, as this is a reduction to the project area proposed by Amendment No. 4A and therefore all previous proceedings covered the Added Area.

SECTION 5. In accordance with California Health and Safety Code section 33367(a), the City Council finds that the purpose and intent of the City Council with respect to the Redevelopment Plan for Amendment No. 4A is to promote the welfare of the citizens of Santa Fe Springs by enhancing the tax base, creating jobs, increasing the supply of affordable housing in the City (but outside of the Added Area), aesthetically improving commercial and industrial properties and eliminating hazardous contamination. The Council seeks to protect and promote the sound development of the Added Area and the general welfare of the inhabitants of the City by remedying the injurious conditions presently existing in the Added Area and by providing needed public facilities in the area through the application of all appropriate means. The purposes and intent are more fully set forth in the Administrative Record, including but not limited to the Preliminary Plan for Amendment No. 4, the Supplemental Environmental Impact Report, the Preliminary Report

and the Final Plan for Amendment No. 4, as well as the Final Plan for Amendment No. 4A (collectively the "Final Plans").

SECTION 6. In accordance with California Health and Safety Code section 33367(b) the Redevelopment Plan for Amendment No. 4A to the Amended Consolidated Redevelopment Project Area is attached hereto as Exhibit 1 and is incorporated herein by reference.

SECTION 7. In accordance with California Health and Safety Code section 33367(d), the City Council hereby reiterates with respect to the Added Area the following findings and determinations made upon adoption of Ordinance 1000 which were based on the evidence in the administrative record which includes the files of the Community Development Commission:

A. As evidenced by the blight surveys, as well as other information in the administrative record including the Preliminary Report, the Added Area is a blighted area and in order to effectuate the purposes set forth in Section 4 above, it is necessary to redevelop the area in accordance with the Community Redevelopment Law. Among other things, the existing land use patterns are based on outdated development concepts and not well laid out for current market conditions, properties are subject to multiple ownerships, and properties are undersized and irregularly shaped. The physical condition of many of the properties has contributed to vacancies, maintenance problems and a decline of the economic viability of the area. There is environmental contamination on a number of properties in the area and the entire area is in a "Methane Zone" which is subject to additional, more expensive and cumbersome regulations for development. There is also a problem with properties being of inadequate size and shape.

B. The Redevelopment Plan for Amendment No. 4A will redevelop the Added Area in conformance with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. Under the Redevelopment Plan: dilapidated and deteriorated structures and structures with inefficient designs will be eliminated; hazardous environmental conditions will be remediated; public infrastructure will be reconfigured; incompatible uses will be eliminated along with parcels of inadequate shape and size; adequate parking will be required. A more thorough discussion of the redevelopment to take place is documented in the administrative record.

C. As shown by the administrative record, including the Preliminary Report and the Final Plans, the adoption and carrying out of the Redevelopment Plan for the Added Area is economically sound and feasible.

D. As found by the Planning Commission, the Redevelopment Plan for the Added Area is consistent with the General Plan of the City, including, but not limited to the City's Housing Element, which substantially complies with the provisions of law. The proposed land uses shows commercial and industrial uses which are consistent with the existing General Plan designations for that area. The Housing Element does not designate

any of the Added Area as sites for residential development. A more thorough discussion of General Plan conformity can be found in the administrative record, including the Preliminary Plan for Amendment No. 4, the Supplemental Environmental Impact Report, and the Final Plans.

E. Carrying out the Redevelopment Plan for the Added Area will promote the public peace, health, safety and welfare of the community and will effectuate the purposes and policy of the Community Redevelopment Law and improve or alleviate the physical and economic conditions of blight in the Added Area as more fully discussed in the administrative record, including the Preliminary Report for Amendment No. 4 and the Final Plans.

F. The condemnation of real property in the Added Area is necessary to the execution of the Redevelopment Plan and adequate provisions have been made for payment for property to be acquired as provided by law.

G. As established by the Final Plans, there are no residents living within the Added Area; the former homes in the area have been converted to commercial and industrial purposes and therefore no families or persons will be displaced. However, even if there were such persons, the Community Redevelopment Commission has a feasible plan for the relocation of families and persons displaced from the Added Area covered by Amendment No. 4A should the execution of the Plan result in the temporary or permanent displacement of any occupants of housing facilities in the Added Area. Additionally, there are no nonprofit local community institutions in the Added Area that would be displaced.

H. Even without residents in the area, the Redevelopment Plan deals with relocation of housing and occupants. Moreover, there is or will be in other areas not generally less desirable in regard to public utilities and public and commercial facilities and at reasonable rents, decent, safe, and sanitary dwellings equal in number to the number of and available to such displaced families and persons which would be available for rent and which would be reasonably accessible to their places of employment. Families and persons will not be displaced prior to the adoption of a relocation plan pursuant to Health and Safety Code sections 33411 and 33411.1. Dwelling units housing persons and families of low or moderate income shall not be removed or destroyed prior to the adoption of a replacement housing plan pursuant to Health and Safety Code sections 33334.5, 33413 and 33413.5

I. Noncontiguous areas, if any, are included because they are blighted and necessary for the effective redevelopment of the Project Area and are not included for the purpose of obtaining the allocation of tax increment revenues from the Added Area without other substantial justification.

J. The inclusion of any lands, buildings, or improvements which are not blighted and therefore not detrimental to the public health, safety or welfare, is necessary for the effective redevelopment of the Added Area and such properties are

not included for the purpose of obtaining the allocation of tax increment revenues without other substantial justification.

K. As evidenced by the lack of recent development in the area and as documented in the Administrative Record, including the Preliminary Report, the elimination of blight and redevelopment of the Added Area could not be reasonably expected to be accomplished by private enterprise acting alone without the aid and assistance of the Community Development Commission. The situation that existed in 2008 when this process began has only been exacerbated by the current economic conditions.

L. As shown on Exhibit A to this Ordinance and as set forth in the Preliminary Report, the area covered by Amendment No. 4A is predominantly urbanized as defined by Health and Safety Code section 33320.1(b) as the areas have either been developed for urban uses or are integral parts of surrounding areas that have been developed for urban uses.

M. The time limitations contained in the Redevelopment Plan for the Added Area are in compliance with the Community Redevelopment Law. The time limitations and limitations on the dollars to be allocated to the agency are reasonably related to the proposed projects in the Redevelopment Plan and the ability of the Community Development Commission to eliminate blight within the Project Area.

N. Implementation of the Redevelopment Plan for the Added Area will improve or alleviate the physical and economic conditions of blight in the Project Area, as described in the administrative record, including the report from the Community Development Commission to the City Council and the Final Plans for Amendment Nos. 4 and 4A.

SECTION 8. The City Council is satisfied that if any residents were to be displaced, permanent housing facilities will be available within three years from the time that occupants of the Project Area are displaced and that there are adequate temporary housing facilities available for such persons at rents comparable to those in the area at the time of their displacement pending the development of such facilities.

SECTION 9. The City Council hereby designates the Redevelopment Plan attached as Exhibit A as the official Redevelopment Plan for the Added Area shown in Amendment No. 4A.

SECTION 10. The City Council intends to undertake and complete any proceedings that are necessary to be carried out by the City under the provisions of the Redevelopment Plan for Amendment No. 4A.

SECTION 11. The City Clerk shall transmit an executed copy of Ordinance 1000 as amended by this Ordinance to the Building Department. For two years from the date of

adoption of Ordinance 1000, all applicants for building permits or other improvements for property in the Redevelopment Plan area shall be advised by the building department that the site is within a redevelopment project area.

SECTION 12. An executed copy of Ordinance 1000 as amended by this Ordinance shall be sent to the Community Development Commission and the Community Development Commission is vested with the responsibility for carrying out the Redevelopment Plan.

SECTION 13. Within 60 days of the adoption of this Ordinance, the Executive Director of the Community Development Commission shall record the appropriate documents and appropriate statements in accordance with Health and Safety Code section 33373.

SECTION 14. Within 30 days of the adoption of this Ordinance, the City Clerk shall transmit a copy of the description and statements required by Section 13 above, along with a copy of Ordinance 1000 as amended by this Ordinance with Exhibits, to the County Assessor and State Board of Equalization as required by Health and Safety Code section 33375.

SECTION 15. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed not later than fifteen (15) days after passage hereof.

PASSED AND APPROVED THIS 27th DAY OF MAY 2010 BY THE FOLLOWING ROLL CALL VOTE:

AYES:  
NOES:  
ABSENT:

---

Betty Putnam,  
Mayor

ATTEST:

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Vivian De Leon,  
Deputy City Clerk, City of Santa Fe Springs



REDEVELOPMENT PLAN  
FOR  
AMENDMENT NO. 4A  
TO THE  
AMENDED CONSOLIDATED REDEVELOPMENT PROJECT

February 23, 2010

ADOPTED:  
ORDINANCE NO: 1000  
SANTE FE SPRINGS COMMUNITY REDEVELOPMENT AGENCY  
SANTA FE SPRINGS, CALIFORNIA

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FOR  
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TO THE  
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REDEVELOPMENT PLAN	

FOR

AMENDMENT NO. 4A

TO THE

CONSOLIDATED REDEVELOPMENT PROJECT

1.0

(100) INTRODUCTION

The Consolidated Redevelopment Project in the City of Santa Fe Springs was formed in December, 1980 by merging what were four existing smaller redevelopment projects in the City. The merged redevelopment project areas were named the Consolidated Redevelopment Project and the four existing Redevelopment Plans for those areas became "Specific Plans". In July of 1981, an Amendment to the Consolidated Redevelopment Project Area was adopted which added additional area to the Project. A second Amendment to the Project Area was adopted in April of 1984. Amendment No. 2 did not alter any project boundaries, but made changes with certain specific land uses within the Project Area. Amendment No. 4A to the Consolidated Redevelopment Project will add more or less 30.807 acres of land to the Consolidated Project.

This Plan provides the Agency with powers, duties and obligations to implement and further the program generally established for the redevelopment, rehabilitation and revitalization of the area within the boundaries of the Amended Consolidated Redevelopment Project Area. This Plan does not present a specific plan or establish specific projects for the redevelopment, rehabilitation and revitalization of any area within the Project Area. Indeed, specific redevelopment activities are necessarily dependent and conditioned upon the desires and abilities of Project Area property owners and tenants to participate in the project. Nor does this Plan present specific proposals in an attempt to solve or alleviate the concerns and problems of the community relating to the Project Area. Instead, this Plan presents a process and a basic framework within which specific activities will be presented, specific projects will

be established and specific solutions will be proposed, and by which tools are provided to the Agency to fashion, develop and process with such specific plans, projects and solutions.

The accomplishment of redevelopment of the Project Area may depend upon and include the provision of proposed public improvements specified in this Plan. However, this Plan is neither dependent nor conditioned upon any specific project or activity; rather this Plan provides a means to implement specific projects and activities as these can be fully identified.

This Plan constitutes the Redevelopment Plan for Amendment No. 4A to the Amended Consolidated Redevelopment Project as is illustrated on the attached map as "Exhibit A". Amendment No. 4A is specifically illustrated on the attached legal map as "Exhibit B" and is described in the legal description as "Exhibit C". It reflects the City of Santa Fe Springs' continuing desire to improve and revitalize those areas within the City, which are still suffering from physical, social, and economic blighting conditions.

## 2.0

### (200) GENERAL DEFINITIONS

The following definitions will govern the construction of this Plan unless the context otherwise requires:

- A. "Agency" means the Community Development Commission of the City of Santa Fe Springs, California.
- B. "Amendment No. 4A" means the City of Santa Fe Springs Amendment No. 4A to the Amended Consolidated Redevelopment Project.
- C. "Amended Consolidated Redevelopment Project" means the City of Santa Fe Springs Consolidated Redevelopment Project as has been amended thrice, and is hereby being further Amended.
- D. "City" means the City of Santa Fe Springs, California.
- E. "City Council" means the City Council of the City of Santa Fe Springs, California.
- F. "Code" means the California Health and Safety Code, Sections 33000 et seq. Also referred to herein as the Community Redevelopment Law.
- G. "Community" means the City of Santa Fe Springs.
- H. "County" means the county of Los Angeles, California.
- I. "Person" means individual, or any public or private entity.

- J. "Planning Commission" means the Planning Commission of the City of Santa Fe Springs.
- K. "Plan" means the Amended Consolidated Redevelopment Plan which is a redevelopment plan as described in the California Redevelopment Law.
- L. "Project" means the Amended Consolidated Redevelopment Project.
- M. "Project Area" means the area included within the boundaries of the Amended Consolidated Redevelopment Project Area as depicted on the project map as "Exhibit A".
- N. "Redevelopment Law" means the Community Redevelopment Law of the State of California (California Health and Safety Code, Sections 33000 et. seq.).
- O. "State" means the State of California.

### 3.0

#### (300) PROJECT AREA BOUNDARIES

The Amended Consolidated Redevelopment Project is depicted on the project map as "Exhibit A". The boundaries of Amendment No. 4A to the Amended Consolidated Redevelopment Project are described in the legal description attached as Exhibit "C", and are illustrated on the Map, attached as Exhibit "B".

## 4.0

### (400) REDEVELOPMENT PLAN GOALS

To encourage and assist in the development of new commercial uses on underutilized, vacant, economically and physically blighted parcels, in such a manner that will strengthen, rather than detract from, the economic vitality of the community.

To rehabilitate conforming buildings and uses in order to extend the life and quality of such existing structures.

To selectively assemble economically and physically blighted, nonconforming, or underutilized parcels, to facilitate redevelopment.

To provide adequate public improvements and utilities to better serve the community, and to improve the quality of the area's environment for the business community and the citizens of Santa Fe Springs.

To mitigate severe development limitations which result in the lack of proper utilization of the land to such an extent that it constitutes a serious physical, social or economic burden on the community which cannot reasonably be expected to be reversed or alleviated by private enterprise acting alone.

To establish development criteria and controls in accordance with modern and competitive development practices for land within redevelopment project areas.

To encourage the continued beautification of the City of Santa Fe Springs.

To further stabilize the City's tax base.

To implement the land uses and concepts of the City's General Plan and the City's Zoning Ordinance as they may be amended from time to time.

To encourage cooperation and participation of residents, business persons, public agencies, and community organizations in revitalizing the area.

To eliminate blighting influences, including deteriorating buildings, incompatible and uneconomic land uses, obsolete structures, and other environmental, economic and social deficiencies; improve the overall appearance of existing buildings, streets, parking areas and other facilities, public and private; and assure that all buildings, new and old, are safe for persons and businesses to occupy.

To provide adequate parcels and required public improvements so as to encourage new construction by private enterprise.

To provide a procedural and financial mechanism by which the Agency can assist, complement and coordinate the public and private development, redevelopment, revitalization and enhancement of the community.

To maintain a balanced community, which meets the local needs of all residents.

## 5.0

### (500) PROPOSED REDEVELOPMENT ACTIVITIES

#### A. (501) General

The Agency proposes to eliminate and prevent the spread of blight and blighting influences, and to strengthen the economic base of the Project Area and the community by:

1. Permitting participation in the redevelopment process by owners and occupants properties located in the Project Area, and consistent with this Plan and rules adopted by the Agency;
2. Acquisition of real property;
3. Management of property under the ownership and control of the Agency;
4. Providing relocation assistance to displaced occupants of property in the Project Area;
5. Demolition or removal of buildings and improvements;
6. Installation, construction, or re-construction of streets, utilities, and other public facilities and improvements;
7. Disposition of property uses in accordance with this Plan and the adopted General Plan of the City;
8. Redevelopment of land by private enterprise and public agencies for uses in accordance with this Plan;
9. Rehabilitation of structures and improvements by present owners, their successors, and the Agency;
10. Rehabilitation, development or construction of low and moderate income housing within the Project and/or the City; and
11. Providing for the retention of controls and establishment of restrictions or covenants running with the land so that property will continue to be used in accordance with this Plan.

In accomplishing these purposes and activities and in the implementation of furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and all powers now or hereafter permitted by law.

B. (502) Owner Participation and Business Re-Entry Preferences

1. (503) Opportunities for Owner Participation

The Agency is authorized to permit persons who are owners of commercial and other types of real property in the Project Area to be given the opportunity to participate in redevelopment by rehabilitation, by retention of improvements, or by new development by retaining all or a portion of their properties, by acquiring adjacent properties from the Agency or by purchasing other properties in the Project Area.

Persons and firms who own property within the Project Area shall be afforded the opportunity to retain and redevelop their properties consistent with the objectives and proposals of this Plan and implementation rules adopted by the Agency.

In addition to opportunities for participation by individual persons and firms, participation to the extent it is feasible shall be available for two or more persons, firms or institutions, to join together in partnership, corporations, or other joint entities.

Participation opportunities shall necessarily be subject to and limited by factors including but not limited to the following: (1) the elimination and changing of some land uses; (2) the construction, realignment, abandonment, widening, opening and/or other alteration or elimination of rights-of-way; (3) the removal, relocation, and/or installation of public utilities and public facilities; (4) the ability of participants to finance the proposed acquisition, development or rehabilitation in accordance with this Redevelopment Plan; (5) the ability and experience of participants to undertake and complete the proposed development; (6) any reduction in the total number of individual parcels in the Project Area; (7) the construction or expansion of public improvements and facilities, and the necessity to assemble areas for such; (8) any change in orientation and character of the Project Area; and (9) the necessity to assemble areas for public and/or private development.

2. (504) Preferences for Persons Engaged in Business in the Project Area

The Agency shall extend reasonable preferences to persons who are engaged in business in the Project Area to re-enter in the business within the redevelopment area if they otherwise meet the requirements prescribed by this Plan.

3. (505) Participation Agreements

The Agency may require that, as a condition to participate in redevelopment, each participant shall enter into a binding agreement with the Agency by which the participant agrees to acquire, rehabilitate, develop or use the property in conformance with this Plan and to be subject to provisions hereof. In such agreements, participants



who retain real property may be required to join in the recordation of such documents as is necessary to make the provisions of this Plan applicable to their properties. In the event the owner or participant fails or refuses to develop, or use and maintain, its real property pursuant to this Plan and a participation agreement, the real property or any interest therein may be acquired by the Agency and sold or leased for development in accordance with this Plan.

Whether or not a participant enters in a participation agreement with the Agency, the provisions of this plan are applicable to all public and private property in the Project Area.

#### 4. (506) Implementing Rules

The provisions of Sections 502 through 505 shall be implemented according to the rules adopted by the Agency prior to the approval of this Plan, and the same may be from time to time amended by the Agency.

#### C. (507) Property Acquisition

##### 1. (508) Acquisition of Real Property

The Agency may acquire, but is not required to acquire, any real property located in the Project Area by gift, devise, exchange, lease, purchase, eminent domain or any other lawful method.

It is in the public interest and is necessary in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in all portions of the Project Area.

No eminent domain proceeding to acquire property within the Project Area shall be commenced after twelve (12) years following the date of adoption of the ordinance approving and adopting this Plan. Such time limitation may be extended only by amendment of this Plan.

The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is also authorized to acquire any other interest in real property less than a fee.

The Agency shall not acquire property to be retained by an owner pursuant to a participation agreement if the owner fully performs under the agreement. The Agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner, unless such building requires the structural alteration, improvement, modernization, or rehabilitation, or the site or lot on which the building is situated requires modification in size, shape or use, or it is necessary to impose upon such property any of the

standards, restrictions and controls of this Plan and the owner fails or refuses to participate in the Plan by executing a participation agreement.

Any covenants, conditions, or restrictions existing on any real property within the Project Area prior to the time the Agency acquires title to such property, which covenants, conditions, or restrictions restrict or purport to restrict the use of, or building upon, such real property, shall when the Agency complies with the procedures of Section 33397 of the Community Redevelopment Law, be void and unenforceable as to the Agency and any other subsequent owners, tenants, lessees, easement holders, mortgages, trustees, beneficiaries under a deed of trust, or any other persons or entities acquiring an interest in such real property from such time as title to the real property is acquired by the Agency.

2. (509) Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means, including eminent domain.

D. (510) Property Management

During such time as property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

E. (511) Relocation of Occupants Displaced by Agency Acquisition

1. (512) Relocation Housing Requirements

No persons or families of low and moderate income shall be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person or family at rents comparable to those at the time of their displacement. Such housing units shall be suitable to the needs of such displaced persons or families and must be decent, safe, sanitary, and otherwise standard dwelling. The Agency shall not displace such person or family until such housing units are available and ready for occupancy.

In accordance with Section 33412 of the Code, permanent housing facilities shall be made available within three years from the time occupants are displaced. Pending the development of such facilities, there will be available to such displaced occupants adequate temporary housing facilities at rents comparable to those in the community at the time of their displacement.

It is important to note that there are no permanent residential dwelling units currently within the boundaries of the Amendment No.4A Project Area. There is a transitional housing facility for the treatment of persons recovering from drug additions; this facility is located on property zoned for heavy manufacturing and has a permit to operate approved by the Planning Commission and City. While Section 512 of this Plan is written in accordance with California Health and Safety Code, the relocation of residents as a result of project implementation is not anticipated.

## 2. (513) Replacement Housing

Not less than thirty days prior to the execution of an agreement for acquisition of real property, or the execution of an agreement for the disposition and development of property, or the execution of an owner participation agreement, which agreement would lead to the destruction or removal of dwelling units from the low and moderate income housing market, the Agency shall adopt by resolution a replacement housing plan.

The replacement housing plan shall include: (1) the general location of housing to be rehabilitated, development, or constructed pursuant to Section 33413 of the Community Redevelopment Law; (2) an adequate means of financing such the rehabilitation, development, or construction; (3) a finding that the replacement housing does not require the approval of the voters pursuant to Article XXXIV of the California Constitution, or that such approval has been obtained; (4) the number of dwelling units housing persons and families of low- or moderate-income planned for construction or rehabilitation; and (5) the timetable for meeting the plan's relocation, rehabilitation, and replacement housing objectives. A dwelling unit whose replacement is required by Section 33413 of the Code but for which no replacement housing plan has been prepared, shall not be destroyed or removed from the low and moderate income housing market until the Agency has by resolution adopted a replacement housing plan.

Nothing in this section shall prevent the Agency from destroying or removing the low- and moderate-income housing market a dwelling unit which the Agency owns and which is an immediate danger to health and safety. The Agency shall, as soon as practicable, adopt by resolution a replacement housing plan with respect to such dwelling unit.

## 3. (514) Assistance in Finding Other Locations

The Agency shall assist all persons (including individuals and families), business concerns, and other displaced in the Project in finding other locations and facilities. In order to carry out the Project with a minimum of hardship to persons (including individuals and families), business concerns, and others, if any, displaced from their respective places of residences or business, the Agency shall assist such persons, business concerns and others in finding new locations that are decent, safe, sanitary, within their respective financial means, in reasonably convenient locations, and otherwise suitable to their respective needs. The Agency may also provide housing inside or outside the Project Area for displaced persons.

#### 4. (515) Relocation Payments

The Agency shall make all relocation payments required by law to persons (including individuals and families), business concerns, and others displaced from property in the Project. Such relocation payments shall be made pursuant to the California Relocation Assistance Law (Government Code Section 7460 et seq.) and Agency rules and regulations adopted pursuant thereto as such may be amended from time to time. The Agency may make such other payments as it may deem appropriate and for which funds are available.

#### F. (516) Payments to Taxing Agencies to Alleviate Financial Burden

Subject to the provision of Section 33401 of the Community Redevelopment Law, the Agency may make the payments specified in this Section 516. In any year during which it owns property in the Project Area, the Agency is authorized, not required, to pay directly to any City, County, District, including, but not limited to, a School District, or other public corporation for whose benefit a tax would have been levied upon such property had it not been exempt, an amount of money in lieu of taxes. The Agency may also pay to any taxing agency with territory located within the Project Area (other than the City), any amounts of money which, in the Agency's determination, are appropriate to alleviate any financial burden or detriment caused to such taxing agency by the Project.

#### G. (517) Demolition, Clearance, Public Improvements, Building and Site Preparation

##### 1. (518) Demolition and Clearance

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan.

##### 2. (519) Public Improvements

The Agency is authorized to install and construct, or to cause to be installed and constructed, the public improvements, facilities and utilities (within or outside the Project Area) necessary to carry out this Plan. Such public improvements, facilities and utilities include, but are not limited to, the following: (1) street and circulation improvements; (2) storm drains; (3) sewers; (4) over-and under-passes; (5) electrical, natural gas, telephone and water distribution systems; (6) parks and plazas; (7) playgrounds; (8) parking and transportation facilities; (9) landscaped areas; and (10) flood control improvements and facilities.

Specific improvements proposed at this time are listed on Table 1 of this Plan. Improvements will not be limited to those listed on Table 1; the Agency is permitted to

add additional projects as required for the orderly implementation of this Plan. Table 1 is attached to the back of this Plan.

3. (520) Preparation of Building Sites

The Agency is authorized to prepare, or cause to be prepared, as building sites any real property in the Project Area owned by the Agency. The Agency is also authorized to construct foundations, platforms, and other structural forms necessary for the provision or utilization of air rights sites for buildings to be used for commercial, public, and other uses provided in this Plan.

H. (521) Property Disposition and Development

1. (522) Real Property Disposition and Development

a. (523) General-

For the purpose of this Plan, the Agency is authorized to sell, lease for a period not to exceed 99 years, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding but only after public hearing.

Before any interest in real property of the Agency acquired in whole or in part, directly or indirectly, with tax increment moneys is sold, leased, or otherwise disposed of for development pursuant to this Plan, such sale, lease or disposition shall be first approved by the City Council after public hearing in conformance with Section 33433 of the Community Redevelopment Law. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan. Real property may be conveyed by the Agency to the City and, where beneficial to the Project Area, to any other public body without charge or for an amount at less than fair market value.

All purchasers or lessees of property from the Agency shall be obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

During the period of development in the Project Area, the Agency shall ensure that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules.

b. (524) Disposition and Development Documents-

The Agency shall reserve powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is expeditiously carried out pursuant to this Plan. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations or restrictions, provisions of the zoning ordinance, conditional use permits, and other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the Recorder of the County.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary to carry out this Plan.

All Property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon sex, marital status, race, color, religion, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement, by or through the Agency, shall be expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project Area shall contain such non-discrimination and non-segregation clauses as are required by law.

c. (525) Development by the Agency or Other Public Bodies or Entities-

To the extent now or hereafter permitted by law, the Agency may, with the consent of the City council of the City of Santa Fe Springs, pay all or part of the value of the land and for the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or outside the Project Area, if the City Council determines: (1) that such buildings, facilities, structures, or other improvements are of benefit to the Project Area or the immediate neighborhood in which the Project is located, regardless of whether such improvement is within another project area; and (2) that no other reasonable means of financing such buildings, facilities, structures or other improvements are available to the community. Such determinations by the Agency and the City Council shall be final and conclusive.

Specifically, the Agency may pay all or part of the value of the land and for the cost of the installation and construction of any building, facility, structure or other improvement set forth in Section 519 of this Plan, including those set forth in "Table 1", Proposed Public Improvements. When the value of such land or the cost of the installation and construction of such building, facility, structure, or other improvement, or both, has been, or will be paid or provided for initially by the City or other public corporation, the Agency may enter into contract with the City or either public corporation

under which it agrees to reimburse the City or either public corporation for all or part of the value of such land or all or part of the cost of the building, facility, structure, or other improvement, or both, by periodic payments over a period of years.

The obligation of the Agency under such contract shall constitute an indebtedness of the Agency for the purpose of carrying out the redevelopment project the Project Area, which indebtedness may be made payable out of taxes levied in the Project Area and allocated to the Agency under subdivision (b) of the Section 33670 of the California Redevelopment Law and Section 702 of this Plan, or out of any other available funds.

In a case where such land has been or will be acquired by, or the cost of the installation and construction of such building, facility, structure or other improvement has been paid by, a parking authority, joint powers entity, or other public corporation to provide a building, facility, structure, or other improvement which has been or will be leased to the City such contract may be made with, and such reimbursement may be made payable to, the City.

Before the Agency commits to use the portion of taxes to be allocated and paid to the Agency pursuant to subdivision (b) of Section 33670 for the purpose of paying all or part of the value of the land for, and the cost of the installation and construction of, any publicly owned building, other than parking facilities, the City Council shall hold a public hearing.

d. (526) Development Plans

All development plans (whether public or private) shall be processed in the manner provided by applicable City Codes as they are or as they may be amended from time to time. All development in the Project area must conform to the City and Agency design review procedures.

2. (527) Personal Property Disposition

For the purposes of this Plan, the Agency is authorized to lease, sell, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property which is acquired by the Agency.

I. (528) Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate with or without consideration in the planning, undertaking, construction, or operation of this Project. The Agency may seek the aid and cooperation of such public bodies and attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by the public bodies without the consent of such public bodies. The Agency, however, will see the cooperation of all public bodies which own or intend to acquire property in the Project Area. Any public body which owns or leases property in the Project Area will be afforded all the privileges of owner and tenant participation if such public body is willing to enter into a participation agreement if such public body is willing to enter into a participation agreement with the Agency. All plans for development of property in the Project Area by a public body shall be subject to the Agency approval.

The Agency may impose on all public bodies the planning and design controls contained in this Plan to ensure that present uses and any future development by the public bodies will conform to the requirements of this Plan. The Agency is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structure, or other improvements (within or outside the Project Area) which land, buildings, facilities, structures, or other improvements are of benefit to the Project.

J. (529) Rehabilitation, Conservation, and Moving of Structures

1. (530) Rehabilitation and Conservation

The Agency is authorized to rehabilitate and conserve, or to cause to be rehabilitated in the Project Area owned by the Agency. The Agency is also authorized to advise, encourage, and assist (through a loan program or otherwise) in the rehabilitation and conservation of the property in the Project Area not owned by the Agency. The Agency is also authorized to acquire, restore, rehabilitate, move and conserve buildings of historic or architectural significance.

It shall be the purpose of this Plan to allow for the retention of as many existing businesses as possible and to add the other economic life of these businesses by a program of voluntary participation in their conservation and rehabilitation. The Agency is authorized to conduct a program or assistance and enforcement to encourage owners or property consistent with this Plan and such standards as may be developed for the Project Area.

The extent of rehabilitation in the Project Area shall be subject to the following limitations:

- a. The rehabilitation of the structure must be compatible land uses as provided for in this Plan.
- b. Rehabilitation and conservation activities on a structure must be carried out in an expeditious manner and in conformance with the requirements of this Plan and such property rehabilitation standards as may be adopted by the Agency and the City.
- c. The expansion of public improvements, facilities and utilities.



- d. The assembly and development of area in accordance with this Plan.

The Agency may adopt property rehabilitation standards for the rehabilitation of properties in the Project Area. Where there is a conflict between the building requirements set forth in this Plan and such property rehabilitation standards as may be adopted, the property rehabilitation standards shall prevail.

The Agency shall not assist in the rehabilitation or conservation of properties which, in its option, it not economically and/or structural feasible.

2. (531) Moving Structures

As necessary to carry out this Plan, the Agency is authorized to move or to cause to be moved, any standard structure or building or any structure or building which can be rehabilitated to a location within or outside the Project Area.

- K. (532) Low and Moderate Income Housing

1. (533) Authority Generally

The Agency may, inside or outside the Project Area and in accordance with the city's General Plan, acquire land, improve sites, or construct or rehabilitate structures in order to provide housing for the persons and facilities of low or moderate income. The Agency may also provide subsidies to, or for the benefit of, such persons and families or households to assist them in obtaining housing. The Agency may also sell, lease, grant, or donate real property owned or acquired by the Agency to the Santa Fe Springs Housing Authority and may otherwise cooperate with the Housing Authority in carrying out the provisions of Section 535 herein below.

2. (534) Replacement Housing

In accordance with Sections 33334.5 and 33413 of the Community Redevelopment Law, where dwelling units housing persons and families of low- or moderate-income are destroyed or removed from the low- and moderate-income housing market as part of a redevelopment project, the Agency shall, within four years of such destruction or removal, rehabilitate, develop, or construct, or cause to be rehabilitated, developed, or constructed, for rental or sale to persons and families of low or moderate income an equal number of replacement dwelling units at affordable housing costs within the territorial jurisdiction of the Agency, in accordance with all of the provisions of Sections 33413 and 33413.5 of the community Redevelopment Law.

3. (535) Increased and Improved Supply

Pursuant to Section 33334.2 of the Community Redevelopment Law, not less than 20 percent of all taxes which are allocated to the Agency pursuant to subdivision

(b) of Section 33670 of the Community Redevelopment Law and Section 702 of this Plan shall be used by the Agency for the purposes of increasing and improving the City's supply of low- and moderate-income housing available at affordable housing cost, as defined by Section 50052.5 of Health and Safety Code, to persons and families of low- or moderate-income, as defined in Section 55093 of the Health and Safety Code, unless on or more of the following findings are made: (1) that no need exists in the city, the provision of which would benefit the Project Area to improve or increase the supply of housing for persons and families of low- or moderate-income or very low-income households; or (2) that some percentage less than 20 percent of the taxes which are allocated to the Agency pursuant to Section 702 is sufficient to meet such housing need; or (3) that a substantial effort to meet low and moderate income housing needs in the City is being made and that this effort, including the obligation of funds currently available for the benefit of the City from the state, local, and federal sources for low- and moderate-income housing alone or in combination with the taxes allocated under Section 33334.2, is equivalent in impact to the funds other required to be set aside pursuant to said Section.

In carrying out the purposes of Section 33334.2, the Agency may exercise any or all of its powers, including, but not limited to, the following:

- a. Acquire land or building sites;
- b. Improve land or building sites with on-site or off-site improvements;
- c. Donate land to private or public persons or entities;
- d. Finance insurance premiums pursuant to Section 33136;
- e. Construct buildings or structures;
- f. Acquire building or structures;
- g. Rehabilitate buildings or structures;
- h. Provide subsidies to or for the benefit of persons or families of very low-, low-, or moderate-incomes; and
- i. Develop plans, pay principal and interest on bonds, loans advances, or other indebtedness, or pay financing or carrying charges.

The Agency may use these funds to meet, in whole or in part, the placement housing provisions in Section 534 above. These funds may be used inside or outside the Project Area provided, however, that funds may be used outside the Project Area only if findings of benefit to the Project are made as required by said Section 33334.2 of the Community Redevelopment Law.

The funds for this purpose shall be held in a separate Low and Moderate Income Housing Fund until used. Any interest earned by such Low and Moderate Income Housing shall accrue to the fund.

4. (536) New or Rehabilitated Dwelling Units Development Within the Project Area

As required by Section 33413 (b) of the Code, at least thirty percent (30) of all new or rehabilitated dwelling units developed by the Agency, if any, shall be available at affordable housing cost to person and families of low- or moderate-income. Not less than 50 percent (50 %) of the dwelling units required to be available at affordable housing cost to persons and families of low- or moderate-income shall be available at affordable housing cost to, and occupied by, very low-income households.

At least 15 percent (15 %) of all new or rehabilitated units developed within the Project Area by public or private entities or person other than the Agency, if any, shall be available at affordable housing cost to persons and families of low- or moderate-income. Not less than forty percent (40 %) of dwelling units required to be available at affordable income shall be available at affordable housing costs to very low-income households.

The percentage requirements set forth in this Section shall apply in the aggregate to housing made available pursuant to the first and second paragraphs, respectively, independently of the requirements of Section 534 and of this Section 536 and not to each individual case of rehabilitation, development or construction of dwelling units.

If all or any portion of the Project Area is developed with low- or moderate-income housing units, the agency shall require by contract or other appropriate means that such housing be made available for rent or purchase to the persons and families of low- and moderate-income displaced by the Project. Such persons and families shall be given priority in renting or buying such housing; provided, however, failure to give such priority shall not affect the validity of title to real property.

5. (537) Duration of Dwelling Unit Availability

The Agency shall require that the aggregate number of replacement dwelling units and other dwelling units rehabilitated, developed or constructed pursuant to Sections 534 and 536 shall remain available at affordable housing cost to persons and families of low-income, moderate-income and very low-income households, respectively, for not less than the period set forth in Section 1000 for the duration of this Plan's development controls.

6.0

(600) LAND USES AND DEVELOPMENT REQUIREMENTS

A. (601) Major Land Use

Permitted land uses throughout the Amended Consolidated Redevelopment Project are those residential, commercial, industrial and other uses as shall be designated from time to time in the General Plan of the City. Specific permitted uses within the Project Area are those that are permitted, or conditionally permitted, by the City's zoning ordinance when the zoning ordinance conforms to the General Plan.

The Project Map attached for Amendment No. 4A as Exhibit B illustrates the location of the Project boundary being added and identifies the major streets within the Project Area. The proposed land uses for Amendment No. 4A are described herein below.

1. (602) Commercial

Principal uses could include shopping center facilities, neighborhood convenience stores, doctors, dentists, general and business offices, and other uses specified for or permitted within such areas by the General Plan and local codes and ordinances.

2. (603) Residential

At the present time, permanent residential uses are not permitted to be developed within the proposed Amendment No. 4A. The General Plan and the City codes do not designate any area where residential units could be developed. This could change in the future if the Planning Commission and the City Council chose to amend the General Plan.

3. (604) Industrial

The majority of the land in Amendment is designated for heavy manufacturing. Principal uses in this category include warehouse-distribution, fabrication and assembly, manufacturing and processing, and other similar uses specified for or permitted within such areas by the General Plan and local codes and ordinances.

B. (605) Other Land Uses

1. (606) Public Rights-of-Way

Public streets within Amendment No. 4A are: portions of Telegraph Road, Los Nietos Road, Florence Avenue, and Shoemaker/Greenleaf. Additional public streets, alleys and easements may be created in the Project Area as needed for proper use and/or development. Existing streets and alleys may be abandoned, closed or modified as necessary for property use and/or development.

Throughout the Amended Consolidated Redevelopment Project, any changes in the existing street layout shall be in accord with the General Plan, the objectives of this Plan, and the City's design standards, shall be effectuated in the manner prescribed by state and local law, and shall be guided by the following criteria:

- a. A balancing of needs of proposed and potential new development for adequate pedestrian and vehicular access, vehicular parking, and delivery loading docks with similar needs of existing development proposed or potentially proposed to remain. Such balancing shall take into consideration the rights of existing owners and tenants under the participation and preferences rules adopted by the agency for the Project, and any participation agreements executed there under;
- b. The requirements imposed by such factors as topography, traffic safety and aesthetics;
- c. The potential need to serve not only the Project Area and new or existing developments, but to also serve areas outside the Project by providing convenient, efficient vehicular access and movement; and
- d. The potential need or desire to accommodate the facilities and/or equipment of mass transportation modes.

The public rights-of-way may be used for vehicular and/or pedestrian traffic as well as for public improvements, public and private utilities, and activities typically founding public rights-of-way. In addition, all necessary easements for public uses, public facilities, and public utilities may be retained or created.

## 2. (607) Other Public, Quasi-Public, Institutional and Non-Profit Uses

Throughout the Amended Consolidated Redevelopment Project, the Agency is authorized to permit the maintenance, establishment or enlargement of public, quasi-public, institutional, or non-profit uses, including park and recreational facilities, libraries, educational, fraternal, employee, philanthropic, religious and charitable institutions, utilities, railroad rights of way, and facilities of other similar associations or organization. All such uses shall conform so far as possible to the provisions of this Plan applicable to the uses in the specific area involved. The Agency may impose such other reasonable restrictions as are necessary to protect the development and uses in the Project Area.

### C. (608) Conforming Properties

The Agency may, at its sole and absolute discretion, determine that certain real properties within the Project Area meet the requirements of this Plan, and the owners of such properties may be permitted to remain as owners conforming properties without a participation agreement with the Agency, provided such owners continue to operate, use, and maintain the real properties within the requirements of this Plan. A certificate

of conformance to this effect may be issued by the Agency and recorded. A conforming owner may be required by the Agency to enter into a participation agreement with the Agency in the event that such owner desires to (1) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming; or (2) acquire additional property within the Project Area.

D. (609) Interim Uses

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or permit the use of any land in the Project Area for the interim uses not in conformity with the uses permitted in this Plan. Such interim use shall conform to all applicable City codes.

E. (610) Nonconforming Uses

The Agency is authorized to permit an existing use to remain in an existing building in good condition, which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Project Area, and abatement of such uses is not required by applicable City codes. The owner of such a property may be required to enter into a participation agreement, to record a covenant of restrictions against the property, and agree to the imposition of such reasonable restrictions as may be necessary to protect the development and uses in the Project Area.

The Agency may authorize additions, alterations, repairs or other improvements in the Project Area for uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Project where, in the determination of the agency, such improvements would be compatible with surrounding uses and development and are permitted under applicable City codes.

F. (611) General Controls and Limitations

All real property in the Project Area is hereby made subject to the controls and requirements of this Plan. No real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of this Plan, except in conformance with the provisions of this Plan.

1. (612) Construction

All construction in the Project Area shall comply with all applicable state and local laws in effect at such time.

In addition to applicable codes, ordinances, or other requirements governing development in the Project Area, additional specific performance and development

standards may be adopted by the Agency to control and direct redevelopment activities in the Project Area.

2. (613)      Limitation on the Number of Buildings

The approximate number of buildings in the Project Area shall not exceed the maximum number allowed under the densities permitted under the City's General Plan, as implemented and applied by local codes and ordinances.

3. (614)      Number of Dwelling Units

The approximate number of dwelling units in the Project Area shall not exceed the maximum number allowed under the densities permitted under the City's General Plan, as implemented and applied by local codes and ordinances.

4. (615)      Limitations on Type, Size and Height of Buildings

Except as set forth in other sections of this Plan, the type, size, and height of buildings shall be as prescribed by the applicable federal, state and local statutes, ordinances and regulations.

5. (616)      Open Spaces, Landscaping, Light, Air and Privacy

The approximate amount of open space to be provided in the Project Area is the total of all area which will be in the public rights-of-way, the public grounds, the space around the buildings, and all other outdoor areas not permitted to be covered by buildings. Landscaping shall be developed in the Project Area to insure optimum use of living plant material.

6. (617)      Signs

All signs shall conform to City requirements. Design of all proposed new signs shall be submitted prior to installation to the Agency and/or City for review and approval pursuant to the procedures permitted by this Plan.

7. (618)      Utilities

The agency shall require that all utilities be placed underground whenever physically and economically feasible.

8. (619)      Incompatible Uses

No use or structure which by reason or appearance, traffic, smoke, glare, noise, odor, or similar factors would be incompatible with the surrounding areas or structures shall be permitted in any part of the Project Area.

9. (620) Non-Discrimination and Non-Segregation

There shall be no discrimination or segregation based upon race, color, creed, sex, marital status, religion, national origin, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area.

10. (621) Subdivision of Parcels

No parcels in the Project Area, including any parcel retained by a participant, shall be consolidated, subdivided, or re-subdivided without the approval of the Agency and the appropriate City bodies.

11. (622) Minor Variations

Under exceptional circumstances, the Agency is required to permit a variation from the limits, restrictions and controls established by this Plan. In order to permit such variation, the Agency must determine that:

- a. The application of certain provisions of the Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Plan.
- b. There are exceptional circumstances or conditions applicable to the property or the intended development of the property which do not apply generally to the other properties having the same standards, restrictions, and controls.
- c. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the Project.
- d. Permitting a variation will not be contrary to the objectives of the Plan.

No variation shall be granted which changes a basic land use or which permits other than a minor departure from the provisions of this Plan. In permitting any such variation, the Agency shall impose such conditions as are necessary to protect the public health, safety, or welfare, and to assure compliance with the purposes of the Plan. Any variation permitted by the Agency hereunder shall not supersede any other approval required under City codes and ordinances.

12. (623) Design Guide

Within the limits, restrictions, and controls established in this Plan, the Agency is authorized to establish heights of buildings, land coverage, setback requirements, design criteria, traffic circulation, traffic access, and other development and design controls necessary for property development of both private and public areas within the



Project Area. These may be established by the approval of specific developments or by the adoption of general restrictions and controls by resolution of the Agency.

No new improvement shall be constructed and no existing improvement shall be substantially modified, altered, repaired or rehabilitated except in accordance with architectural, landscape, and site plans submitted to and approved in writing by the Agency and the Planning Commission unless allowed pursuant to the procedures of Section 623. One of the objectives of this Plan is create an attractive and pleasant environment in the Project Area. Therefore, such plans shall give consideration to good design, open space, and other amenities to enhance the aesthetic and otherwise architectural quality of the Project Area. The Agency and Planning Commission shall not approve any plans that do not comply with this Plan.

### 13. (624) Building Permits

No new permit shall be issued for the construction of any new building or any addition, construction, moving, conversion or alteration to any existing building in the Project Area from the date of adoption of this Plan until the application for such permit has been processed in the manner provided. Any permit that is issued hereunder must be in conformance with the provisions of this Plan.

Upon receipt of such an application, the City shall request the Agency to review the application to determine what effect, if any, the issuance thereof would have upon the Plan for said Project Area. Within 45 days thereafter the Agency shall file with the City a written report setting forth its findings of fact, including but not limited to, the following:

- a. Whether the proposed improvements would be compatible with the standards and other requirements set forth in the Plan and in terms of design; and
- b. What modifications, if any, in the proposed improvements would be necessary in order to meet the requirements of the Plan and in terms of design; and
- c. Whether the applicant has entered into an agreement with the Agency for the development of said improvements and submitted architectural landscape and site plans to the Agency.

The Agency is authorized to establish permit procedures and approvals in addition to those set forth above where required for purposes of this Plan. A building permit shall be issued only after the applicant for the same has been granted all approvals required by the City and the Agency at the time of the application

## 7.0

### (700) METHOD OF FINANCING THE PROJECT

#### A. (701) General Description of the Proposed Financing Method

The Agency is authorized to finance this Project with tax increment funds, interest income, Agency bonds, donations, loans from private financial institutions, the lease or sale of agency-owned property, participation in development, or with financial assistance from the City, State of California, the federal government, or any other available source, public or private.

The Agency is also authorized to obtain advances, borrow funds, issue bonds, and create indebtedness in carrying out this Plan. The principal and interest on such indebtedness may be paid from tax increments or any other funds available to the Agency. Advances and loans for survey and planning and for the operating capital for administration of this Project may be provided by the city until adequate tax increment or other funds are available or sufficiently assured to repay the advances and loans and to permit borrowing adequate working capital from sources other than the City. The City, as it is able, may also supply additional assistance through issuance of bonds, loans and grants and in-kind assistance.

Tax increment financing, as authorized by Section 702 of this Plan, is intended as a source of financing in combination with other sources of financing that may be available for specific Project activities.

#### B. (702) Tax Increment Funds

All taxes levied upon taxable property within the Project Area each year, by or for the benefit of the State of California, the County of Los Angeles, the City of Santa Fe Springs, and district or any other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Plan, shall be divided as follows:

- a. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the total sum of the assessed value of the taxable property in the Project Area as show upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid to the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory of the Project on the effective date of such ordinance but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of the County of Los Angles last equalized on the effective date of said ordinance shall be use din determining the

assessed valuation of the taxable property in the Project Area on said effective date); and

- b. That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of the interest on bonds, loans, monies advanced to, or indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Project. Unless and until the total assessed valuation of the taxable property in the Project Area exceeds the total assessed value of the taxable property in the Project Area as shown by the last equalized assessment roll referred to in subdivision (1) hereof, all of the taxes levied and collected upon the taxable property in the Project Area shall be paid into the funds of the respective taxing agencies. When said bonds, loans, advances and indebtedness, if any, and interest thereon, have been paid, all monies thereafter received from taxes upon the taxable property in the Project Area shall be paid to the respective taxing agencies as taxes on all other property are paid.

The portion of taxes mentioned in subdivision (2) above is hereby irrevocably pledged for the payment of the principal of and interest on the advance of monies, or making of loans, or the incurring of any indebtedness (whether funded, refunded, assumed or otherwise) by the Agency to finance or refinance the Project, in whole or in part.

The Agency is authorized to make such pledges as to specific advances, loans and indebtedness as appropriate in carrying out the Project.

The portion of taxes divided and allocated to the Agency pursuant to subdivision (2) of this section shall not exceed a cumulative total of \$9,993,000,000, except by amendment of this Plan. Such limitation is exclusive of (1) any payments to taxing agencies to alleviate financial burden made by the Agency pursuant to Section 33401 of the Community Redevelopment Law and Section 516 of this Plan; and (2) any funds required by Section 33334.2 of the Community Redevelopment Law and Section 535 of this Plan to be deposited by the Agency to a Low and Moderate Income Housing Plan as a result of such payments to taxing agencies.

The time limit to collect tax increment shall be 25 years from the date of adoption of this Plan.

#### C. (703) Agency Bonds

The Agency is authorized to issue bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the Project. Neither the members of the Agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

The bonds and other obligations of the Agency are not a debt of the City, or the State, nor are any of its political subdivisions liable for them, nor in any event shall the bonds or obligations be payable out of any funds or properties other than those of the Agency; and such bonds and other obligations shall so state on their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The amount of bonded indebtedness to be repaid in whole or part from the allocation of taxes described in subdivisions (2) of Section 702 above which can be outstanding at any one time shall not exceed \$850,000,000 in principal amount, except by amendment of this Plan. Such limitation is exclusive of: (1) any payments to be made from such principal amount by the Agency to any taxing agency pursuant to Section 33401 of the Community Redevelopment Law and Section 516 of this Plan to alleviate financial burden and (2) any funds required by Section 33334.2 of the Community Redevelopment Law and Section 535 of this Plan to be deposited by the Agency in a Low and Moderate Income Housing Fund as a result of such payments to taxing agencies.

D. (704) Time Limit on Established Indebtedness

The Agency shall not establish or incur loans, advance, or indebtedness to finance in whole or in part the Project beyond 20 years from the date of adoption of this Plan. Loans, advances, or indebtedness may be repaid over a period of time beyond said time limit. Such time limitation may be extended only by amendment of this Plan.

E. (705) Other Loans and Grants

Any other loans, grants, guarantees, or financial assistance from the United States, the State of California, or any other public or private source will be utilized if available as appropriate in carrying out the Project.

(800) ACTIONS OF THE CITY

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing blight. Actions by the City may include, but are not limited to, the following:

- a. Institution and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way, and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project Area. Such action by the city shall include the requirement of abandonment, removal, and relocation by the public utility companies of their operations in public rights-of-way as appropriate to carry out this Plan, provided that nothing in this Plan shall be construed to require the cost of such abandonment, removal, and relocation be borne by others than those legally required to bear such costs.
- b. Institution and completion of proceedings necessary for changes and improvements in private and publicly-owned public utilities within or affecting the Project Area.
- c. Revision of Zoning Ordinance and/or the General Plan within the Project Area to permit the land uses and development authorized by this Plan.
- d. Imposition wherever necessary (by covenants of restrictions, conditional use permits or other means) of appropriate controls within the limits of this Plan upon parcels in the Project Area to ensure their proper development and use.
- e. Provision for administrative enforcement of this Plan by the City after development.
- f. Performance of the above actions and of all other functions and services relating to public health, safety, and physically development normally rendered in accordance with a schedule which will permit the redevelopment of the Project area to be commenced and carried to completion without unnecessary delays.
- g. Provision of services and facilities and the various officials, offices and departments of the City for the Agency's purposes under this Plan.
- h. Provision of financial assistance in accordance with Section 700 of this Plan.
- i. The undertaking and completing of any other proceedings necessary to carry out the Project.

The foregoing actions to be taken by the City may involve financial outlays by the City, but do not constitute a commitment to make such outlays.

9.0

#### (900) ENFORCEMENT

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to other purpose of this Plan. In addition, any recorded provisions, which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners.

## 10.0

### (1000) DURATION OF THIS PLAN

Except for the non-discrimination and non-segregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for 25 years from the effective date of adoption of this Plan by the City Council; provided, however, that the Agency may issue bonds and incur obligations pursuant to this Plan which extend beyond the termination date, and in such event, this Plan shall continue in effect for the purpose of repaying such bonds or other obligations until the date of retirement of such bonds or other obligations, as determined the City Council.

## 11.0

### (1100) PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in Sections 33450-33458 of the Community Redevelopment Law, or by any other procedure hereafter established by law.

TABLE 1  
PROPOSED PUBLIC IMPROVEMENTS AND ESTIMATED COSTS

Proposed Amendment No. 4A  
to the  
Consolidated Redevelopment Project Area

Activity	Estimated Cost	Potential Funding Source	Status
Replace Water Well No. 1	\$3,500,000	RDA/Water Fund	Unfunded
Street Lighting Deficiencies	\$1,000,000	RDA/Light District	Unfunded
Drainage Problem Painter SO Telegraph	\$1,000,000	RDA/General Fund	Unfunded
<b>Totals</b>	<b>\$5,000,000</b>		

Source: City of Santa Fe Springs



EXHIBIT A

Map of the Consolidated Redevelopment Project Area  
(Showing location of proposed Amendment No. 4A)

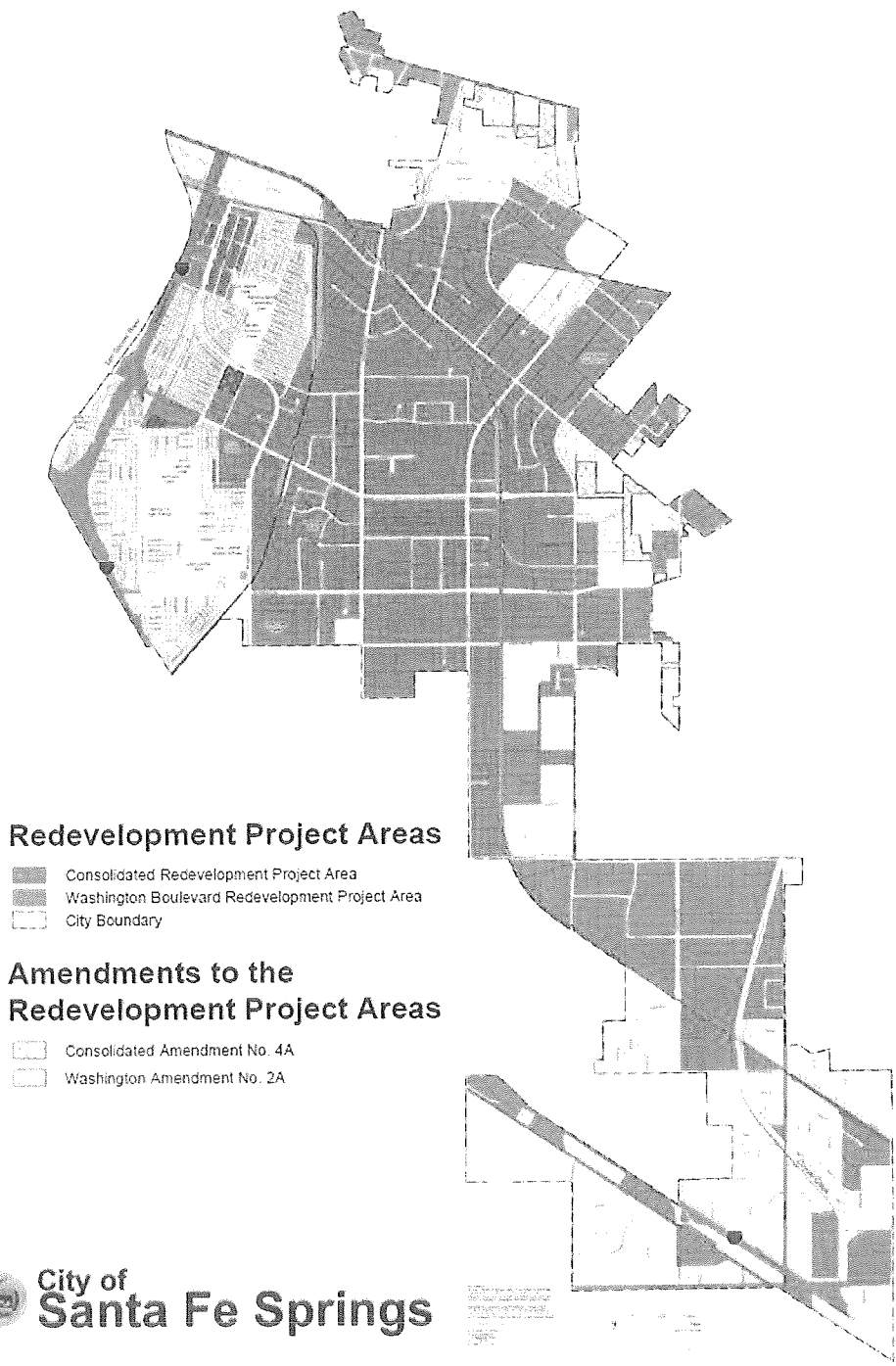


EXHIBIT B  
Official Map Showing Location of Proposed Amendment No. 4A  
to the  
Consolidated Redevelopment Project Area



## EXHIBIT C

### Legal Description for Proposed Amendment No. 4A to the Consolidated Redevelopment Project Area

#### Boundary Description:

That real property in the City of Santa Fe Springs, County of Los Angeles, and State of California described as follows:

**AMENDMENT No. 4-A TO THE  
CONSOLIDATED REDEVELOPMENT AREA  
CITY OF SANTA FE SPRINGS, CALIFORNIA**

**AREA "1"**

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 6 OF PARCEL MAP No. 8147 AS PER MAP FILED IN BOOK 111 PAGES 22, 23 AND 24 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY, STATE OF CALIFORNIA; THENCE **COURSE 1**, NORTH 56°21'22" EAST 47.14 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL 6 TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF SHOEMAKER AVENUE AS SHOWN ON SAID MAP, SAID POINT IS THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 56.00 FEET, AND TO WHICH POINT A RADIAL LINE BEARS SOUTH 51°26'03" WEST; THENCE **COURSE 2**, EASTERLY AND NORTHERLY 138.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 141°41'43" TO THE BEGINNING OF A TANGENT LINE, SAID LINE IS THE EASTERLY RIGHT-OF-WAY LINE OF SAID SHOEMAKER AVENUE; THENCE **COURSE 3**, ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°15'40" WEST 209.29 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE, **COURSE 4**, NORTH 89°40'10" EAST 485.96 FEET TO A POINT IN WESTERLY LINE OF PARCEL MAP No. 25637 AS PER MAP FILED IN BOOK 294, PAGES 1, 2 AND 3 OF PARCEL MAPS, RECORDS OF SAID COUNTY; THENCE **COURSE 5**, ALONG SAID WESTERLY LINE SOUTH 00°31'26" EAST 788.51 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD, 100 FEET WIDE; THENCE **COURSE 6**, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 89°41'40" EAST 68.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 29°11'05" WEST; THENCE **COURSE 7**, EASTERLY 125.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°04'44" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 134.01 FEET; THENCE **COURSE 8**, EASTERLY 89.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°24'09" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE **COURSE 9**, EASTERLY 109.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°39'15" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE **COURSE 10**, EASTERLY 24.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°27'58" TO THE BEGINNING OF A NON-TANGENT LINE AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 11°40'47" WEST; THENCE **COURSE 11**, ALONG LAST SAID NON-TANGENT LINE NORTH 89°41'40" EAST 290.33 FEET; THENCE **COURSE 12**, NORTH 45°15'10" WEST 24.02 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF PAINTER AVENUE, 80.00 FEET WIDE; THENCE **COURSE 13**, ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°11'59" WEST 278.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 690.00 FEET; THENCE **COURSE 14**, NORTHERLY 135.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'39" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE **COURSE 15**, NORTHERLY AND EASTERLY 37.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°11'34" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 115.00 FEET; THENCE **COURSE 16**, EASTERLY 111.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°47'54"; THENCE **COURSE 17**, ON A TANGENT LINE SOUTH 50°28'10" EAST 360.00 FEET, SAID LINE IS THE SOUTHERLY RIGHT-OF-WAY LINE OF LOS NIETOS ROAD, 70.00 FEET WIDE, TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 60.00 FEET; THENCE **COURSE 18**,

SOUTHEASTERLY 62.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°00'00" TO THE BEGINNING OF A NON-TANGENT LINE; THENCE **COURSE 19**, ALONG SAID LINE SOUTH 50°28'10" EAST 359.32 FEET TO A POINT OF CUSP WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE **COURSE 20**, WESTERLY 220.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°02'58" TO THE BEGINNING OF A TANGENT LINE; THENCE **COURSE 21**, ALONG LAST SAID TANGENT LINE SOUTH 89°41'40" WEST 298.30 FEET, LAST SAID LINE IS THE NORTHERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD, 100 FEET WIDE; THENCE **COURSE 22**, DEPARTING FROM SAID RIGHT-OF-WAY LINE, ALONG THE WESTERLY LINE OF PARCEL 1 AND ITS NORTHERLY PROLONGATION OF PARCEL MAP No. 26522 AS PER MAP FILED IN BOOK 346, PAGES 51, 52 AND 53 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY; SOUTH 00°13'00" EAST 1,018.13 FEET; THENCE **COURSE 23**, NORTH 89°41'44" EAST 210.94 FEET; THENCE **COURSE 24**, SOUTH 00°13'00" EAST 171.38 FEET; THENCE **COURSE 25**, NORTH 89°41'45" EAST 38.23 FEET; THENCE **COURSE 26**, SOUTH 00°13'00" EAST 284.72 FEET; THENCE **COURSE 27**, NORTH 89°41'47" EAST 238.50 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF LAUREL AVENUE, 60.00 FEET WIDE; THENCE **COURSE 28**, ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 00°13'26" EAST 203.66 FEET; THENCE **COURSE 29**, SOUTH 89°41'47" WEST 701.45 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF PAINTER AVENUE, 66 FEET WIDE; THENCE **COURSE 30**, ALONG LAST SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°13'00" WEST 1,560.88 FEET; THENCE **COURSE 31**, NORTH 44°44'20" EAST 24.06 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD, 100 FEET WIDE; THENCE **COURSE 32**, ALONG LAST SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 89°41'40" WEST 1,163.97 FEET; THENCE **COURSE 33**, SOUTH 44°43'00" WEST 24.05 FEET; THENCE **COURSE 34**, NORTH 00°15'40" WEST 172.07 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF GREENLEAF AVENUE, 80 FEET WIDE, AS SHOWN ON TRACT No. 31869, AS PER MAP FILED IN BOOK 859 PAGES 74, 75 AND 76 OF MAPS, RECORDS OF SAID COUNTY, SAID POINT IS THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 840 FEET; THENCE **COURSE 35**, NORTHERLY 489.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°22'58" TO THE BEGINNING OF A TANGENT LINE; THENCE **COURSE 36**, ALONG LAST SAID TANGENT LINE NORTH 33°38'38" WEST 1.31 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 29.125 ACRES, MORE OR LESS.

Description prepared by:

*Samir M. Khoury*

Samir M. Khoury  
R.C.E. No. 30567

*2/18/10*

Date



**AMENDMENT No. 4-A TO THE  
CONSOLIDATED REDEVELOPMENT AREA  
CITY OF SANTA FE SPRINGS, CALIFORNIA**

**AREA "2"**

BEING PARCEL 3 OF PARCEL MAP No. 23072 AS PER MAP FILED IN BOOK 247, PAGES 14 AND 15 OF PARCEL MAPS, RECORDS OF COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWESTERLY CORNER OF SAID PARCEL 3; THENCE **COURSE 1**, NORTH 89°41'49" EAST 327.32 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE **COURSE 2**, ALONG THE EASTERLY LINE OF SAID PARCEL SOUTH 00°07'55" EAST 180.15 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF FLORENCE AVENUE, 100 FEET WIDE AS SHOWN ON SAID MAP; THENCE **COURSE 3**, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 74°14'59" WEST 223.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,950.00 FEET; THENCE **COURSE 4**, WESTERLY 78.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°19'15" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 29.00 FEET; THENCE **COURSE 5**, WESTERLY AND NORTHERLY 52.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 103°12'20" TO THE BEGINNING OF A TANGENT LINE, SAID LINE IS THE EASTERLY RIGHT-OF-WAY LINE OF LAUREL AVENUE, 60 FEET WIDE AS SHOWN ON SAID MAP; THENCE **COURSE 6**, ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°13'26" WEST 230.76 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.682 ACRES, MORE OR LESS.

Description prepared by:

Samir M. Khoury  
Samir M. Khoury  
R.C.E. No. 30567

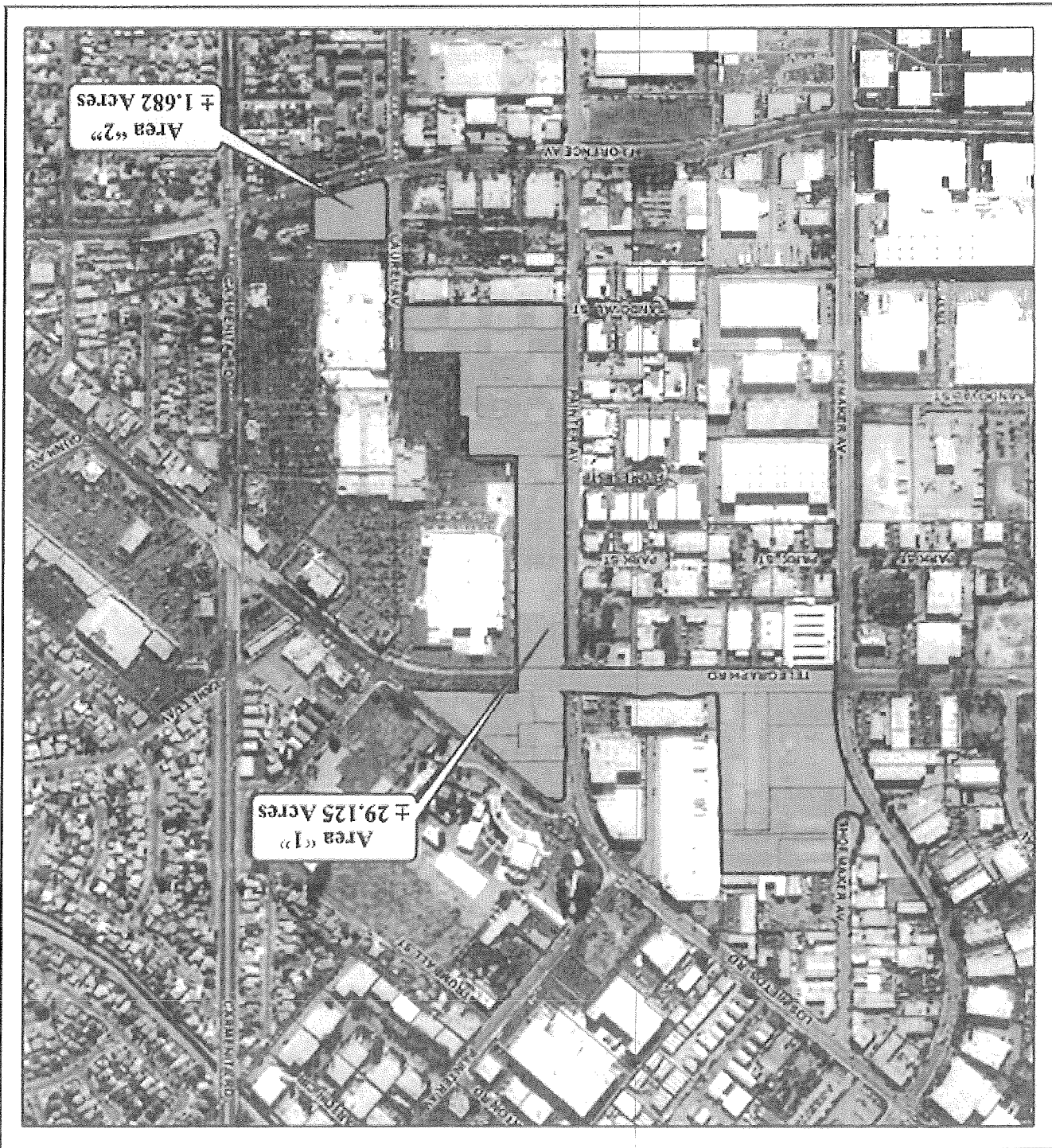
2/18/10  
Date



City of Santa Fe Springs Community Development Commission  
Final Boundaries of Proposed Amendment No 4A to the Amended CRPA

PPCS

Redev Project Area  
City Boundary







# City of Santa Fe Springs

City Council Meeting

May 27, 2010

## NEW BUSINESS

Perform a Second Reading of Ordinance No. 1011 Which Will Redefine the Amended Washington Boulevard Redevelopment Project Area and Plan Established by Amendment No. 2 (as adopted by Ordinance No. 1001)

### RECOMMENDATION

That the following actions be taken:

1. Perform a Second Reading of Ordinance No. 1011
2. Adopt Ordinance No. 1011
3. Direct Staff to File a Notice of Determination with the Los Angeles County Clerk

### BACKGROUND

The City Council on May 13, 2010, unanimously approved Ordinance No. 1011, which redefines the amended Washington Boulevard Redevelopment Project Area and Plan. Amendment No. 2A of the Washington Boulevard Redevelopment Project Area will increase the total project area size by 33.98 acres.

Under State law, the Council's action on May 13, 2010, must be followed by a second reading of the Ordinance. Once this is completed, the Ordinance can be adopted. It is also required that a Notice of Determination be filed with the Los Angeles County Clerk within five working days of its action, according to the California Environmental Quality Act.

### FISCAL IMPACT

The cost to file a Notice of Determination with the County clerk is \$75.

### STAFF COMMENTS

Staff recommends that the City Council perform a second reading of the Ordinance, adopt Ordinance No. 1011, and authorize staff to file a Notice of Determination.

  
Frederick W. Latham  
City Manager

Attachment(s):

- Ordinance No. 1011

**ORDINANCE NO. 1011**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
SANTA FE SPRINGS  
AMENDING ORDINANCE NO. 1001 (ADOPTING A REDEVELOPMENT  
PLAN FOR AND APPROVING AMENDMENT NO. 2 TO THE  
WASHINGTON BOULEVARD REDEVELOPMENT PROJECT AREA) TO  
REDEFINE THE PROJECT AREA FOR AMENDMENT NO. 2 TO THE  
WASHINGTON BOULEVARD REDEVELOPMENT PROJECT AREA  
(AMENDMENT NO. 2A)**

**Recitals:**

A. In June 2008 the City Council of the City of Santa Fe Springs adopted Resolution No. 9112 and began proceedings to amend the Washington Boulevard Redevelopment Project Area by adding additional area.

B. In July 2008 the Planning Commission adopted Resolution No. 18-2008 and selected the project area boundaries for Amendment No. 2 to the Washington Boulevard Redevelopment Project Area and approved a preliminary plan for the same.

C. On October 9, 2008 the City Council adopted Resolution No. 9147 authorizing and directing the Community Development Commission to consult with and obtain the advice of tenants and community organizations within the proposed Amendment No. 2 project area in accordance with the procedures of the Community Redevelopment Law.

D. On October 9, 2008 the Community Development Commission adopted Resolution No. 214-08 establishing Fiscal Year 2008-2009 as the base year roll.

E. On or about March 9, 2009 the Notice of Availability of the Supplemental Environmental Impact Report ("FSEIR") was published and the document was made available for public review in accordance with the time frames set forth by CEQA.

F. On April 23, 2009 the Community Development Commission approved rules governing participation by property owners and business occupants and adopted relocation rules by Resolution Nos. 224-09 and 226-09.

G. On May 7, 2009 the City Council and the Community Development Commission each adopted resolutions consenting to a joint public hearing regarding the proposed Amendment No. 2 to the Washington Boulevard Redevelopment Project Area and directing that notices of the hearing be given as required.

H. On May 11, 2009 the Planning Commission adopted Resolution No. 23-09,

finding that the proposed Amendment No. 2 conformed to the General Plan of the City.

I. A noticed public information meeting on the proposed Amendment No. 2 was held on May 19, 2009.

J. On June 24, 2009 a letter of objection was received by the City from the County of Los Angeles.

K. On June 25, 2009 the City Council and the Community Development Commission held a duly, noticed joint public hearing on proposed Amendment No. 2 to the Washington Boulevard Redevelopment Project. Notice of the joint public hearing was given by publication and mailing as required by the Community Redevelopment Law. At the close of the public hearing the Community Development Commission adopted Resolution No. 234-2009 finding that the use of low-and moderate-income housing funds outside the boundaries of Amendment No. 2 would be of benefit to the Washington Boulevard Redevelopment Project. At the close of the public hearing the City Council: adopted Resolution No. 9197 finding that the use of low-and moderate-income housing funds outside the boundaries of Amendment No. 2 would be of benefit to the Washington Boulevard Redevelopment Project Area; adopted Resolution No. 9198 certifying the FSEIR for Amendment No. 2 to the Washington Boulevard Redevelopment Project Area; and introduced Ordinance 1001 approving Amendment No. 2 to the Washington Boulevard Redevelopment Project Area.

L. On July 9, 2009 the City Council approved Resolution No. 9203, approving responses to the County Objections.

M. On July 15, 2009, the City Council adopted Ordinance No. 1001.

N. On or about October 6, 2009 the County of Los Angeles initiated a validation action against the City of Santa Fe Springs, the Community Development Commission of the City of Santa Fe Springs, the City Council of the City of Santa Fe Springs and All Persons Interested in the Matter of Amendment Number Four to the Consolidated Redevelopment Project Area alleging that the amendment was invalid due to various violations of the Community Redevelopment Law.

O. The City Council and Community Redevelopment Commission deny the allegations contained in the County's complaint and contend that all procedures of the Community Redevelopment Law were properly followed in adopting Amendment No. 2 to the Washington Boulevard Redevelopment Project Area.

P. Without admitting liability or error, the Parties have determined that it was in the best interest of all concerned to settle the litigation and on April 13, 2010, the Parties entered into a Stipulation for Settlement whereby it was agreed that the City would amend Ordinance No. 1001 to redefine the boundaries of the area added as set forth herein.

Q. On May 13, 2010 the City Council held a duly noticed public hearing to consider the amendment to Ordinance 1001 to redefine the Project Area for Amendment No. 2 to the Washington Boulevard Redevelopment Project Area.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY FIND, DETERMINE AND ORDAIN AS FOLLOWS:

SECTION 1. All facts set forth in the Recitals of this Ordinance are hereby found to be true and correct.

SECTION 2. Ordinance No. 1001 and the Project Area for the Redevelopment Plan for Amendment No. 2 are hereby amended as set forth herein. The amendment to the Washington Boulevard Redevelopment Project Area shall hereafter be referred to as Amendment No. 2A. The changes that are made by Amendment No. 2A are not substantial changes which affect any plan adopted by the Planning Commission or City Council and do not require submission to the Planning Commission for a report or recommendation.

SECTION 3. The Project Area established by Amendment No. 2 is hereby reduced to include only that added area as shown on the maps attached as Exhibits A and B to the Redevelopment Plan for Amendment No. 2A and as described in the legal description attached as Exhibit C to the Redevelopment Plan for Amendment No. 2A for a total of 33.98 acres (the "Added Area"). The Redevelopment Plan for Amendment No. 2 is amended by: revising Section 100 to reflect the correct amount of acreage; changing the Exhibits referenced in Section 300; and making changes in Section 606 to delete areas no longer in the Added Area. No other changes have been made.

SECTION 4. The City Council hereby finds and determines that in adopting this Ordinance, it may rely on the administrative proceedings and CEQA determination that was prepared for Amendment No. 2 to the Washington Boulevard Redevelopment Project Area, as this is a reduction to the project area proposed by Amendment No. 2 and therefore all previous proceedings covered the Added Area.

SECTION 5. In accordance with California Health and Safety Code section 33367(a), the City Council finds that the purpose and intent of the City Council with respect to the Redevelopment Plan for Amendment No. 2A is to promote the welfare of the citizens of Santa Fe Springs by enhancing the tax base, creating jobs, increasing the supply of affordable housing in the City (but outside of the Added Area), aesthetically improving commercial and industrial properties and eliminating hazardous contamination. The Council seeks to protect and promote the sound development of the Added Area and the general welfare of the inhabitants of the City by remedying the injurious conditions presently existing in the Added Area and by providing needed public facilities in the area through the application of all appropriate means. The purposes and intent are more fully set forth in the Administrative Record, including but not limited to the Preliminary Plan for Amendment No. 2, the Supplemental Environmental Impact Report, the Preliminary Report

and the Final Plan for Amendment No. 2, as well as the Final Plan for Amendment No. 2A (collectively the "Final Plans").

SECTION 6. In accordance with California Health and Safety Code section 33367(b) the Redevelopment Plan for Amendment No. 2A to the Washington Boulevard Redevelopment Project Area is attached hereto as Exhibit 1 and is incorporated herein by reference.

SECTION 7. In accordance with California Health and Safety Code section 33367(d), the City Council hereby reiterates with respect to the Added Area the following findings and determinations made upon adoption of Ordinance 1001 which were based on the evidence in the administrative record which includes the files of the Community Development Commission:

A. As evidenced by the blight surveys, as well as other information in the administrative record including the Preliminary Report, the Added Area is a blighted area and in order to effectuate the purposes set forth in Section 4 above, it is necessary to redevelop the area in accordance with the Community Redevelopment Law. Among other things, the existing land use patterns are based on outdated development concepts and not well laid out for current market conditions, properties are subject to multiple ownerships, and properties are undersized and irregularly shaped. The physical condition of many of the properties has contributed to vacancies, maintenance problems and a decline of the economic viability of the area. There is environmental contamination on a number of properties in the area which will make redevelopment more expensive and cumbersome. There is also a problem with properties being of inadequate size and shape.

B. The Redevelopment Plan for Amendment No. 2A will redevelop the Added Area in conformance with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. Under the Redevelopment Plan: dilapidated and deteriorated structures and structures with inefficient designs will be eliminated; hazardous environmental conditions will be remediated; public infrastructure will be reconfigured; incompatible uses will be eliminated along with parcels of inadequate shape and size; adequate parking will be required. A more thorough discussion of the redevelopment to take place is documented in the administrative record.

C. As shown by the administrative record, including the Preliminary Report and the Final Plans, the adoption and carrying out of the Redevelopment Plan for the Added Area is economically sound and feasible.

D. As found by the Planning Commission, the Redevelopment Plan for the Added Area is consistent with the General Plan of the City, including, but not limited to the City's Housing Element, which substantially complies with the provisions of law. The proposed land uses shows commercial and industrial uses which are consistent with the existing General Plan designations for that area. The Housing Element does not designate any of the Added Area as sites for residential development. A more thorough discussion of

General Plan conformity can be found in the administrative record, including the Preliminary Plan for Amendment No. 2, the Supplemental Environmental Impact Report, and the Final Plans.

E. Carrying out the Redevelopment Plan for the Added Area will promote the public peace, health, safety and welfare of the community and will effectuate the purposes and policy of the Community Redevelopment Law and improve or alleviate the physical and economic conditions of blight in the Added Area as more fully discussed in the administrative record, including the Preliminary Report for Amendment No. 2 and the Final Plans.

F. The condemnation of real property in the Added Area is necessary to the execution of the Redevelopment Plan and adequate provisions have been made for payment for property to be acquired as provided by law.

G. As established by the Final Plans, the Community Redevelopment Commission has a feasible plan for the relocation of families and persons displaced from the Added Area covered by Amendment No. 2A should the execution of the Plan result in the temporary or permanent displacement of any occupants of housing facilities in the Added Area. There are no nonprofit local community institutions in the Added Area that would be displaced.

H. The Redevelopment Plan deals with relocation of housing and occupants. Moreover, there is or will be in other areas not generally less desirable in regard to public utilities and public and commercial facilities and at reasonable rents, decent, safe, and sanitary dwellings equal in number to the number of and available to such displaced families and persons which would be available for rent and which would be reasonably accessible to their places of employment. Families and persons will not be displaced prior to the adoption of a relocation plan pursuant to Health and Safety Code sections 33411 and 33411.1. Dwelling units housing persons and families of low or moderate income shall not be removed or destroyed prior to the adoption of a replacement housing plan pursuant to Health and Safety Code sections 33334.5, 33413 and 33413.5

I. Noncontiguous areas, if any, are included because they are blighted and necessary for the effective redevelopment of the Project Area and are not included for the purpose of obtaining the allocation of tax increment revenues from the Added Area without other substantial justification.

J. The inclusion of any lands, buildings, or improvements which are not blighted and therefore not detrimental to the public health, safety or welfare, is necessary for the effective redevelopment of the Added Area and such properties are not included for the purpose of obtaining the allocation of tax increment revenues without other substantial justification.

K. As evidenced by the lack of recent development in the area and as documented in the Administrative Record, including the Preliminary Report, the elimination of blight and redevelopment of the Added Area could not be reasonably expected to be accomplished by private enterprise acting alone without the aid and assistance of the Community Development Commission. The situation that existed in 2008 when this process began has only been exacerbated by the current economic conditions.

L. As shown on Exhibit A to this Ordinance and as set forth in the Preliminary Report, the area covered by Amendment No. 2A is predominantly urbanized as defined by Health and Safety Code section 33320.1(b) as the areas have either been developed for urban uses or are integral parts of surrounding areas that have been developed for urban uses.

M. The time limitations contained in the Redevelopment Plan for the Added Area are in compliance with the Community Redevelopment Law. The time limitations and limitations on the dollars to be allocated to the agency are reasonably related to the proposed projects in the Redevelopment Plan and the ability of the Community Development Commission to eliminate blight within the Project Area.

N. Implementation of the Redevelopment Plan for the Added Area will improve or alleviate the physical and economic conditions of blight in the Project Area, as described in the administrative record, including the report from the Community Development Commission to the City Council and the Final Plans for Amendment Nos. 2 and 2A.

SECTION 8. The City Council is satisfied that if any residents were to be displaced, permanent housing facilities will be available within three years from the time that occupants of the Project Area are displaced and that there are adequate temporary housing facilities available for such persons at rents comparable to those in the area at the time of their displacement pending the development of such facilities.

SECTION 9. The City Council hereby designates the Redevelopment Plan attached as Exhibit 1 as the official Redevelopment Plan for the Added Area shown in Amendment No. 2A.

SECTION 10. The City Council intends to undertake and complete any proceedings that are necessary to be carried out by the City under the provisions of the Redevelopment Plan for Amendment No. 2A.

SECTION 11. The City Clerk shall transmit an executed copy of Ordinance 1001 as amended by this Ordinance to the Building Department. For two years from the date of adoption of Ordinance 1001, all applicants for building permits or other improvements for property in the Redevelopment Plan area shall be advised by the building department that the site is within a redevelopment project area.



SECTION 12. An executed copy of Ordinance 1001 as amended by this Ordinance shall be sent to the Community Development Commission and the Community Development Commission is vested with the responsibility for carrying out the Redevelopment Plan.

SECTION 13. Within 60 days of the adoption of this Ordinance, the Executive Director of the Community Development Commission shall record the appropriate documents and appropriate statements in accordance with Health and Safety Code section 33373.

SECTION 14. Within 30 days of the adoption of this Ordinance, the City Clerk shall transmit a copy of the description and statements required by Section 13 above, along with a copy of Ordinance 1001 as amended by this Ordinance with Exhibits, to the County Assessor and State Board of Equalization as required by Health and Safety Code section 33375.

SECTION 15. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed not later than fifteen (15) days after passage hereof.

PASSED AND APPROVED THIS 27th DAY OF MAY 2010 BY THE FOLLOWING  
ROLL CALL VOTE:

AYES:  
NOES:  
ABSENT:

---

Betty Putnam,  
Mayor

ATTEST:

---

Vivian De Leon,  
Deputy City Clerk



REDEVELOPMENT PLAN  
FOR  
AMENDMENT NO. 2A  
TO THE  
WASHINGTON BOULEVARD REDEVELOPMENT PROJECT

February 23, 2010

ADOPTED:  
ORDINANCE NO: 1001  
SANTE FE SPRINGS COMMUNITY REDEVELOPMENT AGENCY  
SANTA FE SPRINGS, CALIFORNIA

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FOR  
AMENDMENT NO. 2A  
TO THE  
WASHINGTON BOULEVARD REDEVELOPMENT PROJECT

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REDEVELOPMENT PLAN  
FOR  
AMENDMENT NO. 2A  
TO THE  
WASHINGTON BOULEVARD REDEVELOPMENT PROJECT

1.0

(100) INTRODUCTION

The Washington Boulevard Redevelopment Project in the City of Santa Fe Springs was formed on July 16, 1986, when the City Council adopted the Ordinance No. 696. Amendment No. 1 was approved by the City Council on May 12, 2001, by Ordinance No. 917, and did not alter any project boundaries, but made changes to the Redevelopment Plan by extending the powers of eminent domain for a period of twelve (12) years within the Project Area. Amendment No. 2A to the Washington Boulevard Redevelopment Project will add more or less 33.981 acres of land to the Washington Boulevard Project.

This Plan provides the Agency with powers, duties and obligations to implement and further the program generally established for the redevelopment, rehabilitation and revitalization of the area within the boundaries of the Washington Boulevard Redevelopment Project Area. This Plan does not present a specific plan or establish specific projects for the redevelopment, rehabilitation and revitalization of any area within the Project Area. Indeed, specific redevelopment activities are necessarily dependent and conditioned upon the desires and abilities of Project Area property owners and tenants to participate in the project. Nor does this Plan present specific proposals in an attempt to solve or alleviate the concerns and problems of the community relating to the Project Area. Instead, this Plan presents a process and a basic framework within which specific activities will be presented, specific projects will be established and specific solutions will be proposed, and by which tools are provided to the Agency to fashion, develop and process with such specific plans, projects and solutions.

The accomplishment of redevelopment of the Project Area may depend upon and include the provision of proposed public improvements specified in this Plan. However, this Plan is neither dependent nor conditioned upon any specific project or activity; rather this Plan provides a means to implement specific projects and activities as these can be fully identified.

This Plan constitutes the Redevelopment Plan for Amendment No. 2A to the Washington Boulevard Redevelopment Project as is illustrated on the attached map as "Exhibit A". Amendment No. 2A is specifically illustrated on the attached legal map as

"Exhibit B" and is described in the legal description as "Exhibit C". It reflects the City of Santa Fe Springs' continuing desire to improve and revitalize those areas within the City, which are still suffering from physical, social, and economic blighting conditions.

2.0

## (200) GENERAL DEFINITIONS

The following definitions will govern the construction of this Plan unless the context otherwise requires:

- A. "Agency" means the Community Development Commission of the City of Santa Fe Springs, California.
- B. "Amendment No. 2A" means the City of Santa Fe Springs Amendment No. 2A to the Washington Boulevard Redevelopment Project.
- C. "Washington Boulevard Redevelopment Project" means the City of Santa Fe Springs Washington Boulevard Redevelopment Project as has been amended and is hereby being further Amended.
- D. "City" means the City of Santa Fe Springs, California.
- E. "City Council" means the City Council of the City of Santa Fe Springs, California.
- F. "Code" means the California Health and Safety Code, Sections 33000 et seq. Also referred to herein as the Community Redevelopment Law.
- G. "Community" means the City of Santa Fe Springs.
- H. "County" means the county of Los Angeles, California.
- I. "Person" means individual, or any public or private entity.
- J. "Planning Commission" means the Planning Commission of the City of Santa Fe Springs.
- K. "Plan" means the Washington Boulevard Redevelopment Plan which is a redevelopment plan as described in the California Redevelopment Law.
- L. "Project" means the Washington Boulevard Redevelopment Project.
- M. "Project Area" means the area included within the boundaries of the Washington Boulevard Redevelopment Project Area as depicted on the project map as "Exhibit A".



N. "Redevelopment Law" means the Community Redevelopment Law of the State of California (California Health and Safety Code, Sections 33000 et. seq.).

O. "State" means the State of California.

3.0

### (300) PROJECT AREA BOUNDARIES

The Washington Boulevard Redevelopment Project is depicted on the project map as "Exhibit A". The boundaries of Amendment No. 2A to the Washington Boulevard Redevelopment Project are described in the legal description attached as Exhibit "C", and are illustrated on the Map, attached as Exhibit "B".

## 4.0

### (400) REDEVELOPMENT PLAN GOALS

To encourage and assist in the development of new commercial uses on underutilized, vacant, economically and physically blighted parcels, in such a manner that will strengthen, rather than detract from, the economic vitality of the community.

To rehabilitate conforming buildings and uses in order to extend the life and quality of such existing structures.

To selectively assemble economically and physically blighted, nonconforming, or underutilized parcels, to facilitate redevelopment.

To provide adequate public improvements and utilities to better serve the community, and to improve the quality of the area's environment for the business community and the citizens of Santa Fe Springs.

To mitigate severe development limitations which result in the lack of proper utilization of the land to such an extent that it constitutes a serious physical, social or economic burden on the community which cannot reasonably be expected to be reversed or alleviated by private enterprise acting alone.

To establish development criteria and controls in accordance with modern and competitive development practices for land within redevelopment project areas.

To encourage the continued beautification of the City of Santa Fe Springs.

To further stabilize the City's tax base.

To implement the land uses and concepts of the City's General Plan and the City's Zoning Ordinance as they may be amended from time to time.

To encourage cooperation and participation of residents, business persons, public agencies, and community organizations in revitalizing the area.

To eliminate blighting influences, including deteriorating buildings, incompatible and uneconomic land uses, obsolete structures, and other environmental, economic and social deficiencies; improve the overall appearance of existing buildings, streets, parking areas and other facilities, public and private; and assure that all buildings, new and old, are safe for persons and businesses to occupy.

To provide adequate parcels and required public improvements so as to encourage new construction by private enterprise.

To provide a procedural and financial mechanism by which the Agency can assist, complement and coordinate the public and private development, redevelopment, revitalization and enhancement of the community.

To maintain a balanced community, which meets the local needs of all residents.

who retain real property may be required to join in the recordation of such documents as is necessary to make the provisions of this Plan applicable to their properties. In the event the owner or participant fails or refuses to develop, or use and maintain, its real property pursuant to this Plan and a participation agreement, the real property or any interest therein may be acquired by the Agency and sold or leased for development in accordance with this Plan.

Whether or not a participant enters in a participation agreement with the Agency, the provisions of this plan are applicable to all public and private property in the Project Area.

#### 4. (506) Implementing Rules

The provisions of Sections 502 through 505 shall be implemented according to the rules adopted by the Agency prior to the approval of this Plan, and the same may be from time to time amended by the Agency.

#### C. (507) Property Acquisition

##### 1. (508) Acquisition of Real Property

The Agency may acquire, but is not required to acquire, any real property located in the Project Area by gift, devise, exchange, lease, purchase, eminent domain or any other lawful method.

It is in the public interest and is necessary in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in all portions of the Project Area.

No eminent domain proceeding to acquire property within the Project Area shall be commenced after twelve (12) years following the date of adoption of the ordinance approving and adopting this Plan. Such time limitation may be extended only by amendment of this Plan.

The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is also authorized to acquire any other interest in real property less than a fee.

The Agency shall not acquire property to be retained by an owner pursuant to a participation agreement if the owner fully performs under the agreement. The Agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner, unless such building requires the structural alteration, improvement, modernization, or rehabilitation, or the site or lot on which the building is situated requires modification in size, shape or use, or it is necessary to impose upon such property any of the

standards, restrictions and controls of this Plan and the owner fails or refuses to participate in the Plan by executing a participation agreement.

Any covenants, conditions, or restrictions existing on any real property within the Project Area prior to the time the Agency acquires title to such property, which covenants, conditions, or restrictions restrict or purport to restrict the use of, or building upon, such real property, shall when the Agency complies with the procedures of Section 33397 of the Community Redevelopment Law, be void and unenforceable as to the Agency and any other subsequent owners, tenants, lessees, easement holders, mortgages, trustees, beneficiaries under a deed of trust, or any other persons or entities acquiring an interest in such real property from such time as title to the real property is acquired by the Agency.

2. (509) Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means, including eminent domain.

D. (510) Property Management

During such time as property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

E. (511) Relocation of Occupants Displaced by Agency Acquisition

1. (512) Relocation Housing Requirements

No persons or families of low and moderate income shall be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person or family at rents comparable to those at the time of their displacement. Such housing units shall be suitable to the needs of such displaced persons or families and must be decent, safe, sanitary, and otherwise standard dwelling. The Agency shall not displace such person or family until such housing units are available and ready for occupancy.

In accordance with Section 33412 of the Code, permanent housing facilities shall be made available within three years from the time occupants are displaced. Pending the development of such facilities, there will be available to such displaced occupants adequate temporary housing facilities at rents comparable to those in the community at the time of their displacement.

It is important to note that although there are a few residential dwelling units currently within the boundaries of the Amendment No.2A Project Area, all the dwelling units are contained in a travel trailer park. While Section 512 of this Plan is written in accordance with California Health and Safety Code, the relocation of residents as a result of project implementation is not anticipated.

## 2. (513) Replacement Housing

Not less than thirty days prior to the execution of an agreement for acquisition of real property, or the execution of an agreement for the disposition and development of property, or the execution of an owner participation agreement, which agreement would lead to the destruction or removal of dwelling units from the low and moderate income housing market, the Agency shall adopt by resolution a replacement housing plan.

The replacement housing plan shall include: (1) the general location of housing to be rehabilitated, development, or constructed pursuant to Section 33413 of the Community Redevelopment Law; (2) an adequate means of financing such the rehabilitation, development, or construction; (3) a finding that the replacement housing does not require the approval of the voters pursuant to Article XXXIV of the California Constitution, or that such approval has been obtained; (4) the number of dwelling units housing persons and families of low- or moderate-income planned for construction or rehabilitation; and (5) the timetable for meeting the plan's relocation, rehabilitation, and replacement housing objectives. A dwelling unit whose replacement is required by Section 33413 of the Code but for which no replacement housing plan has been prepared, shall not be destroyed or removed from the low and moderate income housing market until the Agency has by resolution adopted a replacement housing plan.

Nothing in this section shall prevent the Agency from destroying or removing the low- and moderate-income housing market a dwelling unit which the Agency owns and which is an immediate danger to health and safety. The Agency shall, as soon as practicable, adopt by resolution a replacement housing plan with respect to such dwelling unit.

## 3. (514) Assistance in Finding Other Locations

The Agency shall assist all persons (including individuals and families), business concerns, and other displaced in the Project in finding other locations and facilities. In order to carry out the Project with a minimum of hardship to persons (including individuals and families), business concerns, and others, if any, displaced from their respective places of residences or business, the Agency shall assist such persons, business concerns and others in finding new locations that are decent, safe, sanitary, within their respective financial means, in reasonably convenient locations, and otherwise suitable to their respective needs. The Agency may also provide housing inside or outside the Project Area for displaced persons.

## 4. (515) Relocation Payments

The Agency shall make all relocation payments required by law to persons (including individuals and families), business concerns, and others displaced from property in the Project. Such relocation payments shall be made pursuant to the California Relocation Assistance Law (Government Code Section 7460 et seq.) and Agency rules and regulations adopted pursuant thereto as such may be amended from time to time. The Agency may make such other payments as it may deem appropriate and for which funds are available.

F. (516) Payments to Taxing Agencies to Alleviate Financial Burden

Subject to the provision of Section 33401 of the Community Redevelopment Law, the Agency may make the payments specified in this Section 516. In any year during which it owns property in the Project Area, the Agency is authorized, but not required, to pay directly to any City, County, District, including, but not limited to, a School District, or other public corporation for whose benefit a tax would have been levied upon such property had it not been exempt, an amount of money in lieu of taxes. The Agency may also pay to any taxing agency with territory located within the Project Area (other than the City), any amounts of money which, in the Agency's determination, are appropriate to alleviate any financial burden or detriment caused to such taxing agency by the Project.

G. (517) Demolition, Clearance, Public Improvements, Building and Site Preparation

1. (518) Demolition and Clearance

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan.

2. (519) Public Improvements

The Agency is authorized to install and construct, or to cause to be installed and constructed, the public improvements, facilities and utilities (within or outside the Project Area) necessary to carry out this Plan. Such public improvements, facilities and utilities include, but are not limited to, the following: (1) street and circulation improvements; (2) storm drains; (3) sewers; (4) over-and under-passes; (5) electrical, natural gas, telephone and water distribution systems; (6) parks and plazas; (7) playgrounds; (8) parking and transportation facilities; (9) landscaped areas; and (10) flood control improvements and facilities.

Specific improvements proposed at this time are listed on Table 1 of this Plan. Improvements will not be limited to those listed on Table 1; the Agency is permitted to add additional projects as required for the orderly implementation of this Plan. Table 1 is attached to the back of this Plan.

### 3. (520) Preparation of Building Sites

The Agency is authorized to prepare, or cause to be prepared, as building sites any real property in the Project Area owned by the Agency. The Agency is also authorized to construct foundations, platforms, and other structural forms necessary for the provision or utilization of air rights sites for buildings to be used for commercial, public, and other uses provided in this Plan.

### H. (521) Property Disposition and Development

#### 1. (522) Real Property Disposition and Development

##### a. (523) General

For the purpose of this Plan, the Agency is authorized to sell, lease for a period not to exceed 99 years, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding but only after public hearing.

Before any interest in real property of the Agency acquired in whole or in part, directly or indirectly, with tax increment moneys is sold, leased, or otherwise disposed of for development pursuant to this Plan, such sale, lease or disposition shall be first approved by the City Council after public hearing in conformance with Section 33433 of the Community Redevelopment Law. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan. Real property may be conveyed by the Agency to the City and, where beneficial to the Project Area, to any other public body without charge or for an amount at less than fair market value.

All purchasers or lessees of property from the Agency shall be obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

During the period of development in the Project Area, the Agency shall ensure that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules.

##### b. (524) Disposition and Development Documents

The Agency shall reserve powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of



property for speculative purposes and to ensure that development is expeditiously carried out pursuant to this Plan. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations or restrictions, provisions of the zoning ordinance, conditional use permits, and other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the Recorder of the County.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary to carry out this Plan.

All Property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon sex, marital status, race, color, religion, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement, by or through the Agency, shall be expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project Area shall contain such non-discrimination and non-segregation clauses as are required by law.

c. (525) Development by the Agency or Other Public Bodies of Entities

To the extent now or hereafter permitted by law, the Agency may, with the consent of the City council of the City of Santa Fe Springs, pay all or part of the value of the land and for the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or outside the Project Area, if the City Council determines: (1) that such buildings, facilities, structures, or other improvements are of benefit to the Project Area or the immediate neighborhood in which the Project is located, regardless of whether such improvement is within another project area; and (2) that no other reasonable means of financing such buildings, facilities, structures or other improvements are available to the community. Such determinations by the Agency and the City Council shall be final and conclusive.

Specifically, the Agency may pay all or part of the value of the land and for the cost of the installation and construction of any building, facility, structure or other improvement set forth in Section 519 of this Plan, including those set forth in "Table 1", Proposed Public Improvements. When the value of such land or the cost of the installation and construction of such building, facility, structure, or other improvement, or both, has been, or will be paid or provided for initially by the City or other public corporation, the Agency may enter into contract with the City or either public corporation under which it agrees to reimburse the City or either public corporation for all or part of

the value of such land or all or part of the cost of the building, facility, structure, or other improvement, or both, by periodic payments over a period of years.

The obligation of the Agency under such contract shall constitute an indebtedness of the Agency for the purpose of carrying out the redevelopment project the Project Area, which indebtedness may be made payable out of taxes levied in the Project Area and allocated to the Agency under subdivision (b) of the Section 33670 of the California Redevelopment Law and Section 702 of this Plan, or out of any other available funds.

In a case where such land has been or will be acquired by, or the cost of the installation and construction of such building, facility, structure or other improvement has been paid by, a parking authority, joint powers entity, or other public corporation to provide a building, facility, structure, or other improvement which has been or will be leased to the City such contract may be made with, and such reimbursement may be made payable to, the City.

Before the Agency commits to use the portion of taxes to be allocated and paid to the Agency pursuant to subdivision (b) of Section 33670 for the purpose of paying all or part of the value of the land for, and the cost of the installation and construction of, any publicly owned building, other than parking facilities, the City Council shall hold a public hearing.

d. (526) Development Plans

All development plans (whether public or private) shall be processed in the manner provided by applicable City Codes as they are or as they may be amended from time to time. All development in the Project area must conform to the City and Agency design review procedures.

2. (527) Personal Property Disposition

For the purposes of this Plan, the Agency is authorized to lease, sell, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property which is acquired by the Agency.

I. (528) Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate with or without consideration in the planning, undertaking, construction, or operation of this Project. The Agency may seek the aid and cooperation of such public bodies and attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by the public bodies without the consent of such public bodies. The Agency, however, will see

the cooperation of all public bodies which own or intend to acquire property in the Project Area. Any public body which owns or leases property in the Project Area will be afforded all the privileges of owner and tenant participation if such public body is willing to enter into a participation agreement if such public body is willing to enter into a participation agreement with the Agency. All plans for development of property in the Project Area by a public body shall be subject to the Agency approval.

The Agency may impose on all public bodies the planning and design controls contained in this Plan to ensure that present uses and any future development by the public bodies will conform to the requirements of this Plan. The Agency is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structure, or other improvements (within or outside the Project Area) which land, buildings, facilities, structures, or other improvements are of benefit to the Project.

J. (529) Rehabilitation, Conservation, and Moving of Structures

1. (530) Rehabilitation and Conservation

The Agency is authorized to rehabilitate and conserve, or to cause to be rehabilitated in the Project Area owned by the Agency. The Agency is also authorized to advise, encourage, and assist (through a loan program or otherwise) in the rehabilitation and conservation of the property in the Project Area not owned by the Agency. The Agency is also authorized to acquire, restore, rehabilitate, move and conserve buildings of historic or architectural significance.

It shall be the purpose of this Plan to allow for the retention of as many existing businesses as possible and to add the other economic life of these businesses by a program of voluntary participation in their conservation and rehabilitation. The Agency is authorized to conduct a program or assistance and enforcement to encourage owners or property consistent with this Plan and such standards as may be developed for the Project Area.

The extent of rehabilitation in the Project Area shall be subject to the following limitations:

- a. The rehabilitation of the structure must be compatible land uses as provided for in this Plan.
- b. Rehabilitation and conservation activities on a structure must be carried out in an expeditious manner and in conformance with the requirements of this Plan and such property rehabilitation standards as may be adopted by the Agency and the City.
- c. The expansion of public improvements, facilities and utilities.
- d. The assembly and development of area in accordance with this Plan.

The Agency may adopt property rehabilitation standards for the rehabilitation of properties in the Project Area. Where there is a conflict between the building requirements set forth in this Plan and such property rehabilitation standards as may be adopted, the property rehabilitation standards shall prevail.

The Agency shall not assist in the rehabilitation or conservation of properties which, in its option, it not economically and/or structural feasible.

2. (531) Moving Structures

As necessary to carry out this Plan, the Agency is authorized to move or to cause to be moved, any standard structure or building or any structure or building which can be rehabilitated to a location within or outside the Project Area.

K. (532) Low and Moderate Income Housing

1. (533) Authority Generally

The Agency may, inside or outside the Project Area and in accordance with the city's General Plan, acquire land, improve sites, or construct or rehabilitate structures in order to provide housing for the persons and facilities of low or moderate income. The Agency may also provide subsidies to, or for the benefit of, such persons and families or households to assist them in obtaining housing. The Agency may also sell, lease, grant, or donate real property owned or acquired by the Agency to the Santa Fe Springs Housing Authority and may otherwise cooperate with the Housing Authority in carrying out the provisions of Section 535 herein below.

2. (534) Replacement Housing

In accordance with Sections 33334.5 and 33413 of the Community Redevelopment Law, where dwelling units housing persons and families of low- or moderate-income are destroyed or removed from the low- and moderate-income housing market as part of a redevelopment project, the Agency shall, within four years of such destruction or removal, rehabilitate, develop, or construct, or cause to be rehabilitated, developed, or constructed, for rental or sale to persons and families of low- or moderate-income an equal number of replacement dwelling units at affordable housing costs within the territorial jurisdiction of the Agency, in accordance with all of the provisions of Sections 33413 and 33413.5 of the community Redevelopment Law.

3. (535) Increased and Improved Supply

Pursuant to Section 33334.2 of the Community Redevelopment Law, not less than 20 percent of all taxes which are allocated to the Agency pursuant to subdivision (b) of Section 33670 of the Community Redevelopment Law and Section 702 of this Plan shall be used by the Agency for the purposes of increasing and improving the

City's supply of low- and moderate-income housing available at affordable housing cost, as defined by Section 50052.5 of Health and Safety Code, to persons and families of low- or moderate-income, as defined in Section 55093 of the Health and Safety Code, unless on or more of the following findings are made: (1) that no need exists in the city, the provision of which would benefit the Project Area to improve or increase the supply of housing for persons and families of low- or moderate-income or very low income households; or (2) that some percentage less than 20 percent of the taxes which are allocated to the Agency pursuant to Section 702 is sufficient to meet such housing need; or (3) that a substantial effort to meet low- and moderate-income housing needs in the City is being made and that this effort, including the obligation of funds currently available for the benefit of the City from the state, local, and federal sources for low- and moderate-income housing alone or in combination with the taxes allocated under Section 33334.2, is equivalent in impact to the funds other required to be set aside pursuant to said Section.

In carrying out the purposes of Section 33334.2, the Agency may exercise any or all of its powers, including, but not limited to, the following:

- a. Acquire land or building sites;
- b. Improve land or building sites with on-site or off-site improvements;
- c. Donate land to private or public persons or entities;
- d. Finance insurance premiums pursuant to Section 33136;
- e. Construct buildings or structures;
- f. Acquire building or structures;
- g. Rehabilitate buildings or structures;
- h. Provide subsidies to or for the benefit of persons or families of very low-, low-, or moderate-incomes; and
- i. Develop plans, pay principal and interest on bonds, loans advances, or other indebtedness, or pay financing or carrying charges.

The Agency may use these funds to meet, in whole or in part, the placement housing provisions in Section 534 above. These funds may be used inside or outside the Project Area provided, however, that funds may be used outside the Project Area only if findings of benefit to the Project are made as required by said Section 33334.2 of the Community Redevelopment Law.

The funds for this purpose shall be held in a separate Low and Moderate Income Housing Fund until used. Any interest earned by such Low and Moderate Income Housing shall accrue to the fund.

4. (536) New or Rehabilitated Dwelling Units Development Within the Project Area

As required by Section 33413 (b) of the Code, at least thirty percent (30) of all new or rehabilitated dwelling units developed by the Agency, if any, shall be available at affordable housing cost to person and families of low or moderate income. Not less than 50 percent (50 %) of the dwelling units required to be available at affordable housing cost to persons and families of low- or moderate-income shall be available at affordable housing cost to, and occupied by, very low-income households.

At least 15 percent (15 %) of all new or rehabilitated units developed within the Project Area by public or private entities or person other than the Agency, if any, shall be available at affordable housing cost to persons and families of low- or moderate-income. Not less than forty percent (40 %) of dwelling units required to be available at affordable income shall be available at affordable housing costs to very low-income households.

The percentage requirements set forth in this Section shall apply in the aggregate to housing made available pursuant to the first and second paragraphs, respectively, independently of the requirements of Section 534 and of this Section 536 and not to each individual case of rehabilitation, development or construction of dwelling units.

If all or any portion of the Project Area is developed with low- or moderate-income housing units, the agency shall require by contract or other appropriate means that such housing be made available for rent or purchase to the persons and families of low- and moderate-income displaced by the Project. Such persons and families shall be given priority in renting or buying such housing; provided, however, failure to give such priority shall not affect the validity of title to real property.

5. (537) Duration of Dwelling Unit Availability

The Agency shall require that the aggregate number of replacement dwelling units and other dwelling units rehabilitated, developed or constructed pursuant to Sections 534 and 536 shall remain available at affordable housing cost to persons and families of low-income, moderate-income and very low-income households, respectively, for not less than the period set forth in Section 1000 for the duration of this Plan's development controls.

6.0

(600) LAND USES AND DEVELOPMENT REQUIREMENTS

A. (601) Major Land Use

Permitted land uses throughout the Washington Boulevard Redevelopment Project are those residential, commercial, industrial and other uses as shall be designated from time to time in the General Plan of the City. Specific permitted uses within the Project Area are those that are permitted, or conditionally permitted, by the City's zoning ordinance when the zoning ordinance conforms to the General Plan.

The Project Map attached for Amendment No. 2A as Exhibit B illustrates the location of the Project boundary being added and identifies the major streets within the Project Area. The proposed land uses for Amendment No. 2A are described herein below.

1. (602) Commercial

Principal uses could include shopping center facilities, neighborhood convenience stores, doctors, dentists, general and business office, and other uses specified for or permitted within such areas by the General Plan and local codes and ordinances.

2. (603) Residential

At the present time, permanent residential uses are permitted within an existing travel trailer park. No new residential uses are expected to be developed within the proposed Amendment No. 2A. The General Plan and the City codes do not designate any area where residential units could be developed. This could change in the future if the Planning Commission and the City Council chose to amend the General Plan.

3. (604) Industrial

The majority of the land in Amendment is designated for heavy manufacturing. Principal uses in this category include warehouse-distribution, fabrication and assembly, manufacturing and processing, and other similar uses specified for or permitted within such areas by the General Plan and local codes and ordinances.

B. (605) Other Land Uses

1. (606) Public Rights-of-Way

Public streets within Amendment No. 2A are portions of: Washington Boulevard and Sorensen Avenue. Additional public streets, alleys and easements may be created in the Project Area as needed for proper use and/or development. Existing streets and alleys may be abandoned, closed or modified as necessary for property use and/or development.

Throughout the Washington Boulevard Redevelopment Project, any changes in the existing street layout shall be in accord with the General Plan, the objectives of this Plan, and the City's design standards, shall be effectuated in the manner prescribed by state and local law, and shall be guided by the following criteria:

- a. A balancing of needs of proposed and potential new development for adequate pedestrian and vehicular access, vehicular parking, and delivery loading docks with similar needs of existing development proposed or potentially proposed to remain. Such balancing shall take into consideration the rights of existing owners and tenants under the participation and preferences rules adopted by the agency for the Project, and any participation agreements executed there under;
- b. The requirements imposed by such factors as topography, traffic safety and aesthetics;
- c. The potential need to serve not only the Project Area and new or existing developments, but to also serve areas outside the Project by providing convenient, efficient vehicular access and movement; and
- d. The potential need or desire to accommodate the facilities and/or equipment of mass transportation modes.

The public rights-of-way may be used for vehicular and/or pedestrian traffic as well as for public improvements, public and private utilities, and activities typically founding public rights-of-way. In addition, all necessary easements for public uses, public facilities, and public utilities may be retained or created.

## 2. (607) Other Public, Quasi-Public, Institutional and Non-Profit Uses

Throughout the Washington Boulevard Redevelopment Project, the Agency is authorized to permit the maintenance, establishment or enlargement of public, quasi-public, institutional, or non-profit uses, including park and recreational facilities, libraries, educational, fraternal, employee, philanthropic, religious and charitable institutions, utilities, railroad rights of way, and facilities of other similar associations or organization. All such uses shall conform so far as possible to the provisions of this Plan applicable to the uses in the specific area involved. The Agency may impose such other reasonable restrictions as are necessary to protect the development and uses in the Project Area.

## C. (608) Conforming Properties

The Agency may, at its sole and absolute discretion, determine that certain real properties within the Project Area meet the requirements of this Plan, and the owners of such properties may be permitted to remain as owners conforming properties without a participation agreement with the Agency, provided such owners continue to operate, use, and maintain the real properties within the requirements of this Plan. A certificate



of conformance to this effect may be issued by the Agency and recorded. A Conforming owner may be required by the Agency to enter into a participation agreement with the Agency in the event that such owner desires to (1) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming; or (2) acquire additional property within the Project Area.

D. (609) Interim Uses

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or permit the use of any land in the Project Area for the interim uses not in conformity with the uses permitted in this Plan. Such interim use shall conform to all applicable City codes.

E. (610) Nonconforming Uses

The Agency is authorized to permit an existing use to remain in an existing building in good condition, which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Project Area, and abatement of such uses is not required by applicable City codes. The owner of such a property may be required to enter into a participation agreement, to record a covenant of restrictions against the property, and agree to the imposition of such reasonable restrictions as may be necessary to protect the development and uses in the Project Area.

The Agency may authorize additions, alterations, repairs or other improvements in the Project Area for uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Project where, in the determination of the agency, such improvements would be compatible with surrounding uses and development and are permitted under applicable City codes.

F. (611) General Controls and Limitations

All real property in the Project Area is hereby made subject to the controls and requirements of this Plan. No real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of this Plan, except in conformance with the provisions of this Plan.

1. (612) Construction

All construction in the Project Area shall comply with all applicable state and local laws in effect at such time.

In addition to applicable codes, ordinances, or other requirements governing development in the Project Area, additional specific performance and development

standards may be adopted by the Agency to control and direct redevelopment activities in the Project Area.

2. (613) Limitation on the Number of Buildings

The approximate number of buildings in the Project Area shall not exceed the maximum number allowed under the densities permitted under the City's General Plan, as implemented and applied by local codes and ordinances.

3. (614) Number of Dwelling Units

The approximate number of dwelling units in the Project Area shall not exceed the maximum number allowed under the densities permitted under the City's General Plan, as implemented and applied by local codes and ordinances.

4. (615) Limitations on Type, Size and Height of Buildings

Except as set forth in other sections of this Plan, the type, size, and height of buildings shall be as prescribed by the applicable federal, state and local statutes, ordinances and regulations.

5. (616) Open Spaces, Landscaping, Light, Air and Privacy

The approximate amount of open space to be provided in the Project Area is the total of all area which will be in the public rights-of-way, the public grounds, the space around the buildings, and all other outdoor areas not permitted to be covered by buildings. Landscaping shall be developed in the Project Area to insure optimum use of living plant material.

6. (617) Signs

All signs shall conform to City requirements. Design of all proposed new signs shall be submitted prior to installation to the Agency and/or City for review and approval pursuant to the procedures permitted by this Plan.

7. (618) Utilities

The agency shall require that all utilities be placed underground whenever physically and economically feasible.

8. (619) Incompatible Uses

No use or structure which by reason or appearance, traffic, smoke, glare, noise, odor, or similar factors would be incompatible with the surrounding areas or structures shall be permitted in any part of the Project Area.

9. (620) Non-Discrimination and Non-Segregation

There shall be no discrimination or segregation based upon race, color, creed, sex, marital status, religion, national origin, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area.

10.(621) Subdivision of Parcels

No parcels in the Project Area, including any parcel retained by a participant, shall be consolidated, subdivided, or re-subdivided without the approval of the Agency and the appropriate City bodies.

11.(622) Minor Variations

Under exceptional circumstances, the Agency is required to permit a variation from the limits, restrictions and controls established by this Plan. In order to permit such variation, the Agency must determine that:

- a. The application of certain provisions of the Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Plan.
- b. There are exceptional circumstances or conditions applicable to the property or the intended development of the property which do not apply generally to the other properties having the same standards, restrictions, and controls.
- c. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the Project.
- d. Permitting a variation will not be contrary to the objectives of the Plan.

No variation shall be granted which changes a basic land use or which permits other than a minor departure from the provisions of this Plan. In permitting any such variation, the Agency shall impose such conditions as are necessary to protect the public health, safety, or welfare, and to assure compliance with the purposes of the Plan. Any variation permitted by the Agency hereunder shall not supersede any other approval required under City codes and ordinances.

12.(623) Design Guide

Within the limits, restrictions, and controls established in this Plan, the Agency is authorized to establish heights of buildings, land coverage, setback requirements, design criteria, traffic circulation, traffic access, and other development and design controls necessary for property development of both private and public areas within the

Project Area. These may be established by the approval of specific developments or by the adoption of general restrictions and controls by resolution of the Agency.

No new improvement shall be constructed and no existing improvement shall be substantially modified, altered, repaired or rehabilitated except in accordance with architectural, landscape, and site plans submitted to and approved in writing by the Agency and the Planning Commission unless allowed pursuant to the procedures of Section 623. One of the objectives of this Plan is create an attractive and pleasant environment in the Project Area. Therefore, such plans shall give consideration to good design, open space, and other amenities to enhance the aesthetic and otherwise architectural quality of the Project Area. The Agency and Planning Commission shall not approve any plans that do not comply with this Plan.

### 13.(624) Building Permits

No new permit shall be issued for the construction of any new building or any addition, construction, moving, conversion or alteration to any existing building in the Project Area from the date of adoption of this Plan until the application for such permit has been processed in the manner provided. Any permit that is issued hereunder must be in conformance with the provisions of this Plan.

Upon receipt of such an application, the City shall request the Agency to review the application to determine what effect, if any, the issuance thereof would have upon the Plan for said Project Area. Within 45 days thereafter the Agency shall file with the City a written report setting forth its findings of fact, including but not limited to, the following:

- a. Whether the proposed improvements would be compatible with the standards and other requirements set forth in the Plan and in terms of design; and
- b. What modifications, if any, in the proposed improvements would be necessary in order to meet the requirements of the Plan and in terms of design; and
- c. Whether the applicant has entered into an agreement with the Agency for the development of said improvements and submitted architectural landscape and site plans to the Agency.

The Agency is authorized to establish permit procedures and approvals in addition to those set forth above where required for purposes of this Plan. A building permit shall be issued only after the applicant for the same has been granted all approvals required by the City and the Agency at the time of the application

## 7.0.

### (700) METHOD OF FINANCING THE PROJECT

#### A. (701) General Description of the Proposed Financing Method

The Agency is authorized to finance this Project with tax increment funds, interest income, Agency bonds, donations, loans from private financial institutions, the lease or sale of agency-owned property, participation in development, or with financial assistance from the City, State of California, the federal government, or any other available source, public or private.

The Agency is also authorized to obtain advances, borrow funds, issue bonds, and create indebtedness in carrying out this Plan. The principal and interest on such indebtedness may be paid from tax increments or any other funds available to the Agency. Advances and loans for survey and planning and for the operating capital for administration of this Project may be provided by the city until adequate tax increment or other funds are available or sufficiently assured to repay the advances and loans and to permit borrowing adequate working capital from sources other than the City. The City, as it is able, may also supply additional assistance through issuance of bonds, loans and grants and in-kind assistance.

Tax increment financing, as authorized by Section 702 of this Plan, is intended as a source of financing in combination with other sources of financing that may be available for specific Project activities.

#### B. (702) Tax Increment Funds

All taxes levied upon taxable property within the Project Area each year, by or for the benefit of the State of California, the County of Los Angeles, the City of Santa Fe Springs, and district or any other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Plan, shall be divided as follows:

- a. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the total sum of the assessed value of the taxable property in the Project Area as show upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid to the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory of the Project on the effective date of such ordinance but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of the County of Los Angles last equalized on the effective date of said ordinance shall be use din determining the

assessed valuation of the taxable property in the Project Area on said effective date); and

- b. That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of the interest on bonds, loans, monies advanced to, or indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Project. Unless and until the total assessed valuation of the taxable property in the Project Area exceeds the total assessed value of the taxable property in the Project Area as shown by the last equalized assessment roll referred to in subdivision (1) hereof, all of the taxes levied and collected upon the taxable property in the Project Area shall be paid into the funds of the respective taxing agencies. When said bonds, loans, advances and indebtedness, if any, and interest thereon, have been paid, all monies thereafter received from taxes upon the taxable property in the Project Area shall be paid to the respective taxing agencies as taxes on all other property are paid.

The portion of taxes mentioned in subdivision (2) above is hereby irrevocably pledged for the payment of the principal of and interest on the advance of monies, or making of loans, or the incurring of any indebtedness (whether funded, refunded, assumed or otherwise) by the Agency to finance or refinance the Project, in whole or in part.

The Agency is authorized to make such pledges as to specific advances, loans and indebtedness as appropriate in carrying out the Project.

The portion of taxes divided and allocated to the Agency pursuant to subdivision (2) of this section shall not exceed a cumulative total of \$50,200,000, except by amendment of this Plan. Such limitation is exclusive of (1) any payments to taxing agencies to alleviate financial burden made by the Agency pursuant to Section 33401 of the Community Redevelopment Law and Section 516 of this Plan; and (2) any funds required by Section 33334.2 of the Community Redevelopment Law and Section 535 of this Plan to be deposited by the Agency to a Low and Moderate Income Housing Plan as a result of such payments to taxing agencies.

The time limit to collect tax increment shall be 28 years from the date of adoption of this Plan.

#### C. (703) Agency Bonds

The Agency is authorized to issue bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the Project. Neither the members of the Agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

The bonds and other obligations of the Agency are not a debt of the City, or the State, nor are any of its political subdivisions liable for them, nor in any event shall the bonds or obligations be payable out of any funds or properties other than those of the Agency; and such bonds and other obligations shall so state on their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The amount of bonded indebtedness to be repaid in whole or part from the allocation of taxes described in subdivisions (2) of Section 702 above which can be outstanding at any one time shall not exceed \$9,500,000 in principal amount, except by amendment of this Plan. Such limitation is exclusive of: (1) any payments to be made from such principal amount by the Agency to any taxing agency pursuant to Section 33401 of the Community Redevelopment Law and Section 516 of this Plan to alleviate financial burden and (2) any funds required by Section 33334.2 of the Community Redevelopment Law and Section 535 of this Plan to be deposited by the Agency in a Low and Moderate Income Housing Fund as a result of such payments to taxing agencies.

D. (704) Time Limit on Established Indebtedness

The Agency shall not establish or incur loans, advance, or indebtedness to finance in whole or in part the Project beyond 20 years from the date of adoption of this Plan. Loans, advances, or indebtedness may be repaid over a period of time beyond said time limit. Such time limitation may be extended only by amendment of this Plan.

E. (705) Other Loans and Grants

Any other loans, grants, guarantees, or financial assistance from the United States, the State of California, or any other public or private source will be utilized if available as appropriate in carrying out the Project.

## 8.0

### (800) ACTIONS OF THE CITY

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing blight. Actions by the City may include, but are not limited to, the following:

- a. Institution and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way, and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project Area. Such action by the city shall include the requirement of abandonment, removal, and relocation by the public utility companies of their operations in public rights-of-way as appropriate to carry out this Plan, provided that nothing in this Plan shall be construed to require the cost of such abandonment, removal, and relocation be borne by others than those legally required to bear such costs.
- b. Institution and completion of proceedings necessary for changes and improvements in private and publicly-owned public utilities within or affecting the Project Area.
- c. Revision of Zoning Ordinance and/or the General Plan within the Project Area to permit the land uses and development authorized by this Plan.
- d. Imposition wherever necessary (by covenants of restrictions, conditional use permits or other means) of appropriate controls within the limits of this Plan upon parcels in the Project Area to ensure their proper development and use.
- e. Provision for administrative enforcement of this Plan by the City after development.
- f. Performance of the above actions and of all other functions and services relating to public health, safety, and physically development normally rendered in accordance with a schedule which will permit the redevelopment of the Project area to be commenced and carried to completion without unnecessary delays.
- g. Provision of services and facilities and the various officials, offices and departments of the City for the Agency's purposes under this Plan.
- h. Provision of financial assistance in accordance with Section 700 of this Plan.
- i. The undertaking and completing of any other proceedings necessary to carry out the Project.



The foregoing actions to be taken by the City may involve financial outlays by the City, but do not constitute a commitment to make such outlays.

9.0

#### (900) ENFORCEMENT

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to other purpose of this Plan. In addition, any recorded provisions, which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners.

## 10.0

### (1000) DURATION OF THIS PLAN

Except for the non-discrimination and non-segregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for 28 years from the effective date of adoption of this Plan by the City Council; provided, however, that the Agency may issue bonds and incur obligations pursuant to this Plan which extend beyond the termination date, and in such event, this Plan shall continue in effect for the purpose of repaying such bonds or other obligations until the date of retirement of such bonds or other obligations, as determined the City Council.

## 11.0

### (1100) PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in Sections 33450-33458 of the Community Redevelopment Law, or by any other procedure hereafter established by law.

TABLE 1  
PROPOSED PUBLIC IMPROVEMENTS AND ESTIMATED COSTS

Proposed Amendment No. 2A  
to the  
Washington Boulevard Redevelopment Project Area

Activity	Estimated Cost	Possible Funding Sources	Status
Replace Water Well No. 1	\$3,500,000	RDA/Water Fund	Unfunded
Street Deficiencies-Allport Ave.	\$2,000,000	RDA and Gas Tax Fund	Unfunded
Street Deficiencies-Freestone Ave.	\$1,400,000	RDA and Gas Tax Fund	Unfunded
Drainage Deficiencies-Allport/ Freestone Ave	\$250,000	RDA/General Fund	Unfunded
Right-of-Way Acquisition- Allport/ Freestone Ave	\$3,000,000	RDA and Gas Tax Fund	Unfunded
Street Deficiencies-Secura Way	\$1,000,000	RDA and Gas Tax Fund	Unfunded
Drainage Deficiencies-Secura Way	\$550,000	RDA/General Fund	Unfunded
Right-of-Way Acquisition-Secura Way	\$3,800,000	RDA and Gas Tax Fund	Unfunded
<b>Totals</b>	<b>\$15,500,000</b>		

Source: City of Santa Fe Springs

EXHIBIT A

Location Map of the Washington Boulevard Redevelopment Project Area  
(Showing location of proposed Amendment No. 2A)

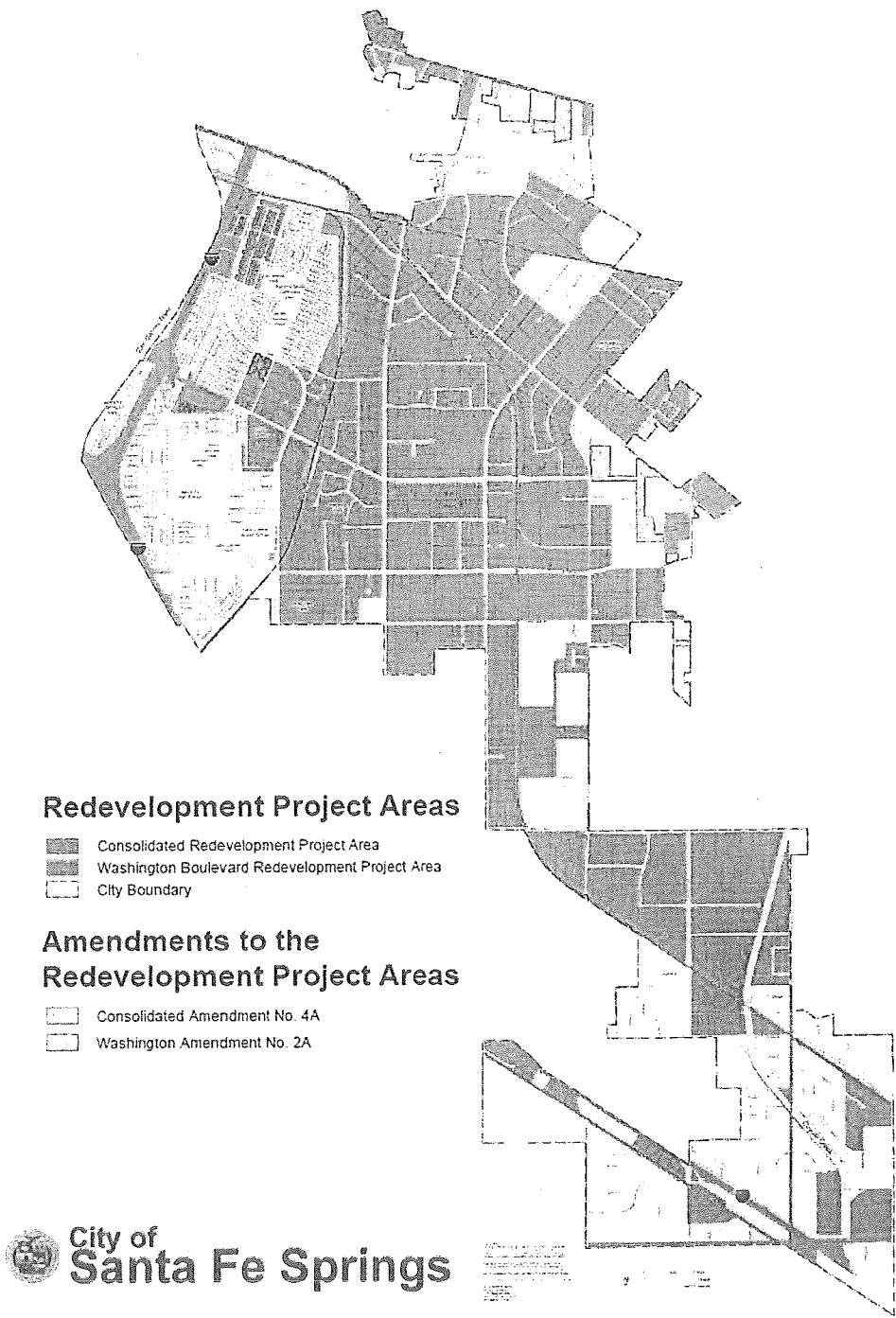
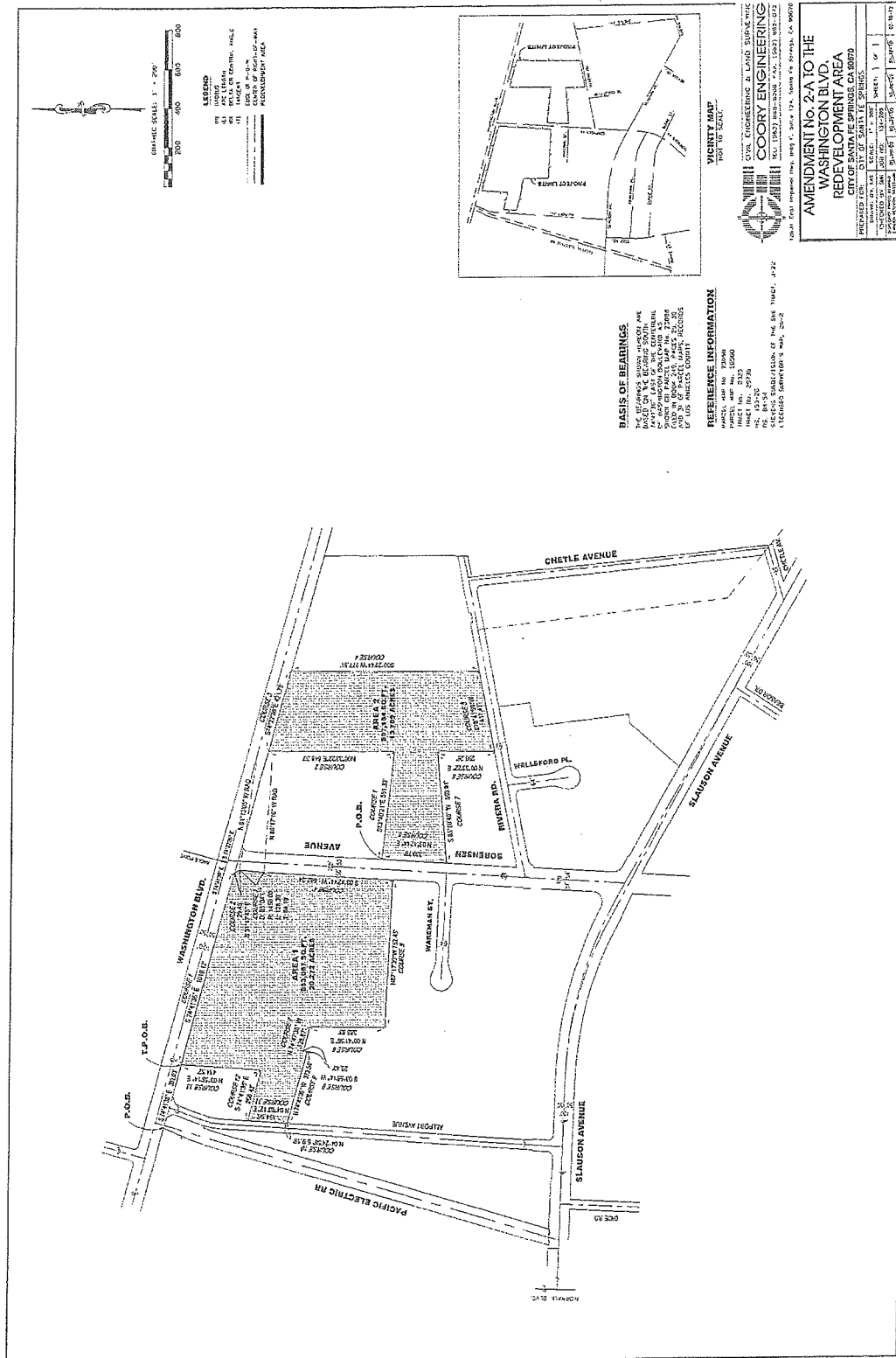


EXHIBIT B  
Official Map Showing Location of Proposed Amendment No. 2A  
to the  
Washington Boulevard Redevelopment Project Area



## EXHIBIT C

### Legal Description for Proposed Amendment No. 2A to the Washington Boulevard Redevelopment Project Area

#### Boundary Description:

That real property in the city of Santa Fe Springs, County of Los Angeles, State of California described as follows (refer to subsequent pages):

**AMENDMENT No. 2-A TO THE  
WASHINGTON BOULEVARD  
REDEVELOPMENT AREA  
CITY OF SANTA FE SPRINGS, CALIFORNIA**

**AREA "1"**

BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 2 OF PARCEL MAP No. 23098 AS PER MAP FILED IN BOOK 249, PAGES 29, 30 AND 31 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY, STATE OF CALIFORNIA, SAID CORNER BEING A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF WASHINGTON BOULEVARD AS SHOWN ON SAID MAP; THENCE SOUTH 74°41'36" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 332.03 TO THE TRUE POINT OF BEGINNING; THENCE COURSE 1, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 74°41'36" EAST 1,010.12 FEET; THENCE COURSE 2, SOUTH 31°42'45" EAST 29.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,450 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 81°13'05" WEST; SAID BEGINNING IS A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF SORENSON AVENUE, 100 FEET WIDE AS SHOWN ON PARCEL MAP No. 26560 AS PER MAP FILED IN BOOK 315, PAGES 16 AND 17 OF PARCEL MAPS, RECORDS OF SAID COUNTY; THENCE COURSE 3, SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE 128.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°04'11"; THENCE COURSE 4, ALONG A TANGENT LINE AND CONTINUING ON SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 03°42'44" WEST 662.34 FEET TO THE NORTHEASTERLY CORNER OF LOT 1 OF TRACT No. 29736, AS PER MAP FILED IN BOOK 837, PAGES 27 AND 28 OF MAPS, RECORDS OF SAID COUNTY; THENCE COURSE 5, ALONG THE NORTHERLY LINE OF SAID TRACT NORTH 87°17'39" WEST 752.45 FEET TO THE EASTERLY LINE OF STEVENS SUBDIVISION OF THE SEE TRACT PER MAP RECORDED IN BOOK 3, PAGE 22 OF THE RECORD OF SURVEYS, RECORDS OF SAID COUNTY; THENCE COURSE 6, ALONG SAID EASTERLY LINE NORTH 00°41'56" EAST 385.83 FEET; THENCE COURSE 7, NORTH 74°47'36" WEST 128.67 FEET; THENCE COURSE 8, SOUTH 03°55'14" WEST 20.40 FEET; THENCE COURSE 9, NORTH 74°41'36" WEST 373.54 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF ALLPORT AVENUE, 50 FEET WIDE AS SHOWN ON THE MAP OF RECORD OF SURVEY AS RECORDED IN BOOK 84, PAGE 54 OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY; THENCE COURSE 10, ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 04°24'58" EAST 9.16 FEET; THENCE COURSE 11, CONTINUING ALONG LAST SAID LINE NORTH 04°03'12" EAST 194.96 FEET; THENCE COURSE 12, DEPARTING FROM LAST SAID LINE SOUTH 74°41'36" EAST 266.42 FEET; THENCE COURSE 13, NORTH 03°55'14" EAST 414.52 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 20.272 ACRES, MORE OR LESS.

Description prepared by:

Samir M. Khoury      2/18/10  
Samir M. Khoury      Date  
R.C.E. No. 30567

C:\Coory\Legal\134-209 Washington No 2-A Area 1 Legal Description 2-18-10.doc





**AMENDMENT No. 2-A TO THE  
WASHINGTON BOULEVARD  
REDEVELOPMENT AREA  
CITY OF SANTA FE SPRINGS, CALIFORNIA**

**AREA "2"**

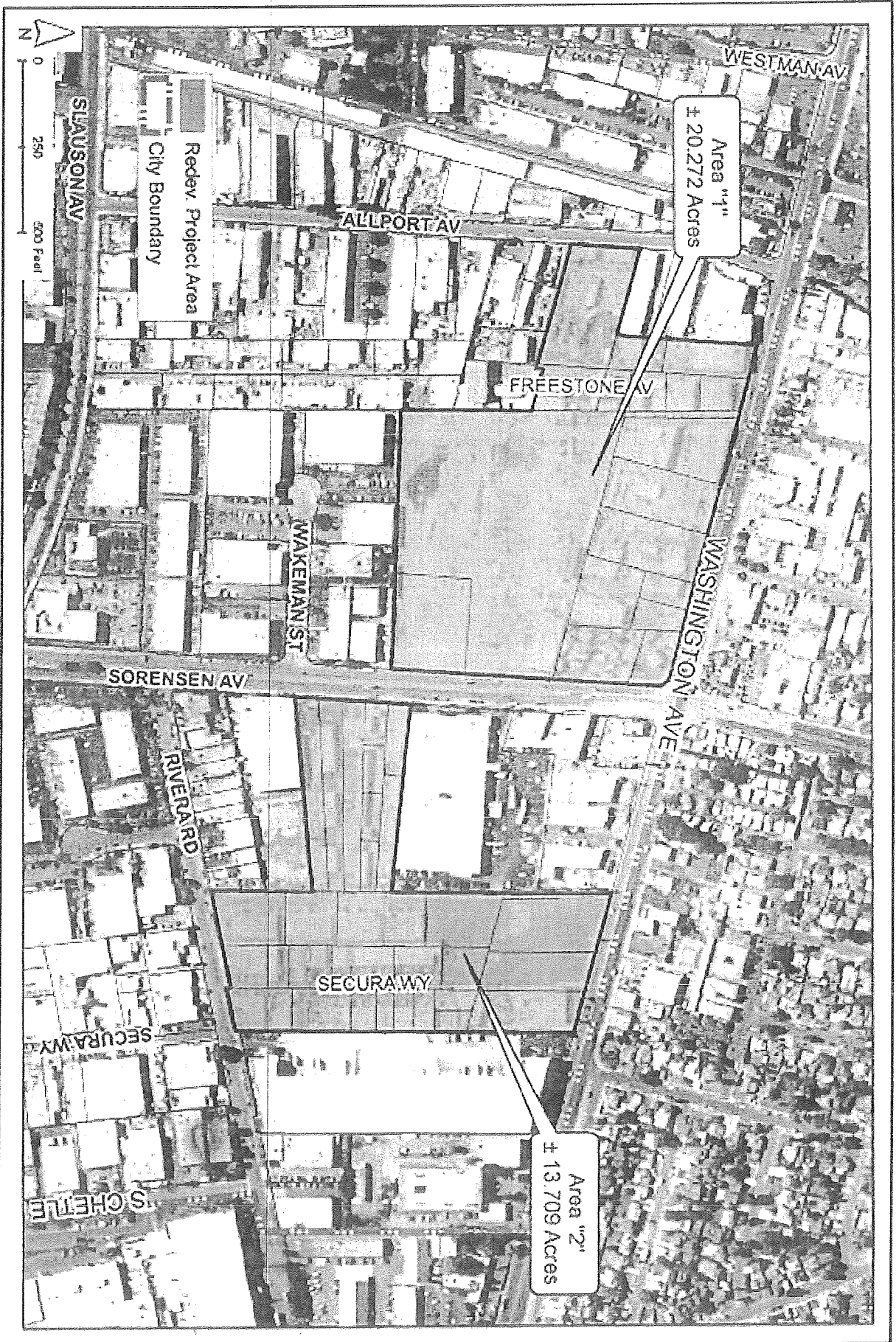
BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 3 OF PARCEL MAP No. 26560 AS PER MAP FILED IN BOOK 315, PAGES 16 AND 17 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY, STATE OF CALIFORNIA; THENCE **COURSE 1**, ALONG THE SOUTHERLY LINE OF SAID PARCEL 3 SOUTH 83°40'21" EAST 551.33 FEET; THENCE **COURSE 2**, ALONG THE EASTERLY LINE OF SAID PARCEL MAP No. 26560 NORTH 00°33'22" EAST 646.30 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF WASHINGTON BOULEVARD, 100 FEET WIDE AS SHOWN ON SAID PARCEL MAP No. 26560; THENCE **COURSE 3**, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 74°22'36" EAST 421.75 FEET TO THE WESTERLY LINE OF LOT 1 OF TRACT No. 2329 AS PER MAP RECORDED IN BOOK 26, PAGE 2, RECORDS OF SAID COUNTY; THENCE **COURSE 4**, SOUTH 00°28'44" WEST ALONG THE WESTERLY LINE OF SAID LOT 1, 977.91 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF RIVERA ROAD, 66.00 FEET WIDE AS SHOWN ON RECORD OF SURVEY AS PER MAP FILED IN BOOK 153, PAGE 26 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY; THENCE **COURSE 5**, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 78°41'59" WEST 417.47 FEET; THENCE **COURSE 6**, ALONG THE EASTERLY LINE OF LICENSED SURVEYOR'S MAP AS PER MAP RECORDED IN BOOK 26, PAGE 2 OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY NORTH 00°33'22" EAST 298.26 FEET; THENCE **COURSE 7**, ALONG THE NORTHERLY LINE OF LOT 16 OF SAID LICENSED SURVEYOR'S MAP SOUTH 85°00'40" WEST 569.91 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF SORENSEN AVENUE, 100 FEET WIDE AS SHOWN ON SAID PARCEL MAP No. 26560; THENCE **COURSE 8**, ALONG LAST SAID EASTERLY RIGHT-OF-WAY LINE NORTH 03°42'44" EAST 339.78 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 13.709 ACRES, MORE OR LESS.

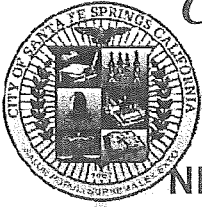
Description prepared by:

Samir M. Khoury      2/18/10  
Samir M. Khoury      Date  
R.C.E. No. 30567





City of Santa Fe Springs Community Development Commission  
Final Boundaries of Proposed Amendment No. 2A to the Amended WBP



# City of Santa Fe Springs

City Council

May 27, 2010

## **NEW BUSINESS**

### Request for Approval to Renew an Agreement with the City of Downey Dispatch and Communication Services

#### RECOMMENDATION

That the City Council approve a one-year agreement with the City of Downey for the continuance of dispatch and communication services.

#### BACKGROUND

The Downey Fire Department has provided dispatch and communication services to Santa Fe Springs since the late 1970's. Through this agreement Downey maintains and provides dispatch and communication services. This service now includes pre-arrival instructions and tiered dispatching.

#### FISCAL IMPACT

The fiscal impact of continuing this agreement for the 2010-2011 fiscal year is approximately \$230,000. This cost has already been identified in the fire department budget.

#### INFRASTRUCTURE IMPACT

No impact.

Frederick W. Latham  
City Manager

#### Attachment

Service Agreement between the City of Downey and the City of Santa Fe Springs

## DISPATCH SERVICES JOINT POWERS AGREEMENT

This Dispatch Services Joint Powers Agreement ("Agreement") is hereby made and entered into this 13th day of October, 2009, by and between the CITY OF DOWNEY, a California municipal corporation ("Downey"), CITY OF COMPTON, a California municipal corporation ("Compton"), CITY OF SANTA FE SPRINGS, a California municipal corporation ("Santa Fe Springs") (collectively, the "Parties" and each of whom is a party ("Party") to this Agreement).

### WITNESSETH:

WHEREAS, Government Code Sections 53100 et seq. require California cities to implement local emergency telephone systems through which citizens can request and receive emergency aid; and

WHEREAS, Government Code Section 53109 provides that such a system may include the territory of more than one public agency; and

WHEREAS, In 1978 Downey implemented a Joint Powers Communication Center to provide services to other similar-sized fire departments; and

WHEREAS, Downey has developed an efficient fire dispatch and alarm system ("the System") with the capacity to meet the requirements of Government Code Sections 53100 et seq. for the Parties; and

WHEREAS, it is more economical and efficient for Downey to dispatch emergency fire equipment for the Parties; and

WHEREAS, Government Code Sections 6500, et seq. provide that one or more public agencies may contract for the joint exercise of any power common to the contracting parties; and

WHEREAS, Downey has provided emergency fire equipment dispatch services to various cities. Pursuant to that certain agreement entitled "Agreement", dated December, 2004, ("the 2004 Agreement") and the Parties desire to continue using the services of Downey for dispatching emergency fire equipment and to contribute to the development, operation, use and maintenance of the System in order to reduce capital and operational costs.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Purpose. The 2004 Agreement is hereby terminated. The purpose of this adopted Agreement is to improve coordination at an emergency scene of fire apparatus used by the Parties and to consolidate fire reporting and dispatching into one facility along with a centralization of a dispatching system for fire and other emergencies, thereby meeting the requirements imposed on the Parties by

Government Code Sections 53100 et seq. Said purpose shall be accomplished by Downey's exercise of the powers specified in Government Code Sections 53100 et seq. (*i.e.*, the provision of emergency dispatch services as further delineated herein) on behalf of the Parties. Pursuant to Government Code Sections 6500 et seq., Downey shall provide fire reporting and dispatching services to the Parties through the System and communication facility located in and operated by Downey (the "Joint Powers Communications Center" or "JPCC"), all under direct control and supervision of Downey.

2. Cost of the System. The cost of maintaining and operating the System and JPCC will be paid by the Parties in accordance with the following formula:

- 2.1. Total operating costs (called "Total Costs") shall be apportioned to each Party according to the following four factors:

- 2.1.1 Costs for supplies and services, other than direct charges, shall be divided equally among the Parties. Supplies and services shall not include City of Downey building rental charges.

- 2.1.2 Costs for personnel shall be divided among the Parties in proportion to the Recorded Incidents of each Member City.

- 2.1.3 Equipment costs (non-operating costs) will be charged to each Party on an equal basis. For example, if there are three Parties, each Party will be charged for 33.33% of the cost of equipment.

- 2.1.4 The cost for direct telephone line charges will be charged to each Party based on their individual telephone line charge.

- 2.2 See Appendix for an example of how the calculations are made in accordance with Sections 2.1 .

3. Commencement and Termination. This Agreement shall commence July 1, 2009, and shall continue in effect until terminated by unanimous consent of all Parties to the Agreement that have not withdrawn as provided in Section 8, provided, however, that this Agreement shall terminate upon withdrawal of Downey. Upon termination, (1) surplus money contributed pursuant to this Agreement shall be returned to the Parties in proportion to the contributions made, and (2) Downey shall retain any property acquired for use in the JPCC during the term of this Agreement and, if such property is sold, shall pay to each Party then participating in the Agreement that Party's proportional share of the depreciated value of such property and shall not include any value in the real property owned by Downey.

4. A proposed budget for the fiscal year will be forwarded to all Parties by March 1<sup>st</sup> prior to said fiscal year.

5. Downey shall provide an accounting of funds and shall provide an annual report of all receipts and disbursements made pursuant to this Agreement. Downey shall calculate each Party's shared cost as of December 31st for each fiscal year based on the adopted budget for the JPCC and the most current annual data available for the number of incidents. These calculations will be prepared by Downey and shared with each Party as of January 15th of each year. Downey will invoice each Party for their share of the JPCC cost. Each Party will pay Downey within 30 days of receipt of invoice. In the event any Party signs the agreement and commences participation in the use of the facility at a time other than as of July 1st of any year, percentages shall be adjusted on a pro rata basis depending upon the portion of the year remaining at the time any such new Party commences participation.
6. For each fiscal year, Downey will calculate the difference between each Party's payment and the actual cost for each Party based on actual fiscal year end expenditures. These calculations of actual costs will use the same apportionment formula when each Party's shared costs was originally calculated and billed. If there is a surplus, then each Party's surplus amount will be identified and held in a special reserve. The maximum held in any individual Parties reserve account will be \$50,000. Any surplus in excess of the \$50,000 maximum will be returned or deducted from the following years payment. This reserve shall be used as determined by the majority of Parties then participating in this Agreement. If there is a deficit, each Party will be immediately invoiced for their respective amount due. Any available surplus held from previous fiscal years, once the \$50,000 is reached, may be used to pay the deficit amount as directed by the Party in writing to the Downey Fire Chief.
7. Determination of the Total Costs of the JPCC, including equipment, shall be limited to the following items:
  - (a) Telephone Service Fees at the JPCC
    - (1) Two (2) fire-reporting trunk lines from each Party.
    - (2) One (1) station telephone plus line charges of each fire station which is part of the system.
    - (3) Rental of emergency telephone reporting system and equipment directly related to its function.
  - (b) Vocal Alarm System:

One (1) vocal-alarm speaker plus line charges to each fire station.
  - (c) Personnel:

Two (2) qualified fire dispatchers continuously on duty at the communications center plus one (1) Supervisor (40 hour week) and (1) Network Administrator (40 hour week).

- (d) Other components or equipment agreed to be installed by the Parties.
8. Any Party may withdraw from this Agreement at any time upon One Hundred and Twenty (120) days written notice to all of the other Parties, provided, however, that withdrawal by Downey shall require 365 days written notice. In the event that a Party other than Downey withdraws pursuant to this Section, the percentage cost share of each remaining Party shall be readjusted upon the effective date of withdrawal so that the amount to be paid by each remaining Party shall be prorated and shall equal the percentage that each remaining Party bears of the accumulated total as calculated in the manner set out in Section 2 of this Agreement.
  9. Each Party shall install the following minimum communication equipment for each fire station:
    - (a) Direct telephone line with handset terminating at the communication center in Downey.
    - (b) Vocal or paging line and speaker terminating at the communication center in Downey.
    - (c) Two (2) emergency reporting trunk lines terminating at the communication center in Downey.
  10. Parties may install special or extra telephone equipment or electronic equipment in addition to the standard equipment required by this Agreement, provided that the installing Party shall pay, as its sole cost, for all such special or extra equipment.
  11. All installation, maintenance and repair orders for any communication equipment used in the performance of the obligations imposed by this Agreement shall be directed through Downey.
  12. The staff members in charge of implementing this Agreement shall be the City Manager or City Administrator of each Party and the Fire Chief of each Party. Operational procedure shall be agreed upon by a majority of the Fire Chiefs of the Parties and the Fire Chiefs of the Parties shall meet not less than quarterly to consider revisions to operational procedure or other matters regarding the JPCC. Each Party shall be responsible for the proper disposition of its business telephone calls. In the event that it is necessary in an emergency to change operational

procedure, or in the event operational procedure cannot be agreed upon by a majority, then the procedure shall be determined by the Fire Chief of Downey.

13. Each Party shall provide and maintain accurate mapping and related fire protection information necessary for efficient fire dispatching and each Party shall be responsible for all such information and for maintaining such mapping and shall cause changes therein to be sent to the JPCC, and in the event any damage is caused or delay in responding to any emergency is caused by the inaccuracy of such information so supplied, or the failure to supply changes therein, the Party whose responsibility it is to provide such information shall be responsible for any damage or delay caused thereby and shall indemnify Downey and each other Party from any claim of damage, or damages, or cause of action arising therefrom.
14. Except as stated otherwise specifically herein, it is the intent of the Parties that each Party indemnify the other Parties with respect to liability resulting from each Party's conduct. Accordingly, each Party shall defend, indemnify and hold harmless the other Parties, their officers, employees and agents, against any claims, actions, losses, damages, liability, costs, attorney's fees and litigation expenses that result from any actions or inactions of such indemnifying Party, its officers, employees or agents, taken pursuant to the Agreement.
15. Subject to the continual approval by Downey, which may use its sole discretion without limitation, any Party may assign any qualified person, who is an employee of the Party, to the JPCC to perform the duties and functions of a dispatcher. Such person shall be under the supervision and control of Downey while performing such services but such person shall remain an employee of the assigning Party. At any time and without cause, Downey may decide to cancel the assignment after giving ten days written notice to the Fire Chief of the respective Party. The cost of maintaining such a person so assigned may be credited by the assigning Party against its pro rata share of costs to be paid to Downey hereunder, provided, however, that such costs shall not exceed the compensation level of such Party for a dispatcher unless such person is qualified as, and is assigned as, a communications supervisor by Downey.
16. Amendment. This Agreement represents the entire agreement among the Parties. This Agreement shall not be amended, except by written agreement of all Parties that have not withdrawn pursuant to Section 8.
17. Prior Agreements. This Agreement supersedes all prior agreements among the Parties for the maintenance and operation of the System and the JPCC.
18. Governing Law/Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county.



19. Counterparts. This document may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one Agreement.
20. Authority. The persons signing below represent and warrant that all hearings have been conducted and findings made to enter into this Agreement and that they have authority to enter into this Agreement on behalf of the entities for which they are signing this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed the day and year opposite each of their respective signatures.

ATTEST:

CITY OF DOWNEY, a municipal corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

ATTEST:

CITY OF COMPTON, a municipal corporation

APPROVED AS TO FORM:

\_\_\_\_\_  
City Manager

ATTEST:

CITY OF SANTA FE SPRINGS, a municipal corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# APPENDIX

## JPCC Formula (Sample)

City	Supplies & Serv. \$235,250	Total S&S Costs	Incident Volumes	Personnel Cost \$1,118,999	Total Personnel Costs	Tele Costs	Equip Costs	Total Costs
Compton	0.333333	\$ 78,416.66	10,670	.47416	\$ 530,583	\$10,000	0	\$ 618,999.66
Santa Fe Springs	0.333333	\$ 78,416.67	3,227	.14340	\$ 160,468	\$10,000	0	\$ 248,884.67
Downey	0.333333	\$ 78,416.67	8,606	.38244	\$ 427,948	\$10,000	0	\$ 516,364.67
Total	1.0	\$235,250.00	22,503	1.0	\$1,118,999	\$30,000	0	\$1,384,249.00

RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF COMPTON AUTHORIZING AN AGREEMENT  
AND PURCHASE ORDER WITH THE CITY OF DOWNEY  
FOR FIRE AND EMERGENCY MEDICAL DISPATCHING  
SERVICES

WHEREAS, the City of Compton has been a member of the Joint Powers of Authority (JPA) with three other cities for Fire and Emergency Medical dispatching; and

WHEREAS, the aforesaid dispatching services are provided by the Downey Communications Center; and

WHEREAS, each member of the JPA share in the cost of providing this service; and

WHEREAS, funds for this payment have been allocated in the Fire Department's 2009/10 Fiscal Year budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

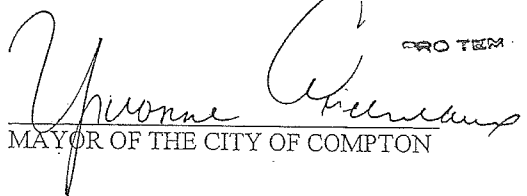
Section 1. That the City Manager is authorized to execute a purchase order to the City of Downey in an amount not to exceed \$618,999.66

Section 2. The funds for said services are appropriated in account 1001-69-0000-4269 of the Fire Department's budget for fiscal year 2009/10.

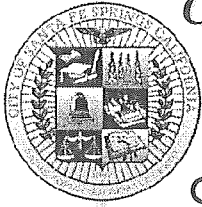
Section 3. That a certified copy of this resolution shall remain on file in the offices of the City Manager, City Clerk, City Controller and the Fire Department.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this 12th day of January, 2010.

  
MAYOR OF THE CITY OF COMPTON





## City of Santa Fe Springs

City Council Meeting

May 27, 2010

### **COUNCILMEMBER REQUESTED ITEM – SERRANO & ROUNDS**

Consideration of Modifying the Solid Waste Collection Permit Granted to City Franchised Waste Haulers in Accordance with the Provisions of Chapter 50 of the Municipal Code and the Agreements Between the City and the Respective Franchised Waste Haulers

#### **RECOMMENDATION:**

Consider the request of Councilmen Serrano and Rounds and give staff direction on notification to the City's Solid Waste Haulers as to the disposition of the "wind down" of the Evergreen provision within their respective contracts.

#### **BACKGROUND**

The City currently has three franchised waste haulers (Haulers); Consolidated Disposal Service, CR&R, Inc., and Serv-Wel Disposal Service. Each has permits to provide both residential and commercial waste disposal services.

In April 2002, the City Council granted 10-year renewable contracts to both Consolidated Disposal and CR&R. Serv-Wel was granted a 10-year renewable contract in April 2004. A so called "Evergreen" provision in all three agreements provides that the termination date may be extended automatically by one (1) year, unless prior to June 1 of any year, either party gives notice to the other that it does not consent to such annual extension. In May 2008, the Council gave notice to all three haulers that they did not intend to grant the one year extension, and that, in so doing, it was the City Council's intent to eliminate the annual automatic extension of the terms of the agreements through and up until the expiration dates of the various contracts, all of which are currently scheduled to terminate on of June 30, 2017, in effect allowing for the Evergreen provision to wind down.

Councilmen Serrano and Rounds have asked that the City Council reconsider the decision of May 22, 2008, as it relates to the Evergreen. If it is the Council's desire to continue the wind down of the Evergreen, staff would need direction from the Council to send notification to the various Haulers. If the Council wishes to act otherwise, staff needs direction in that regard.

A handwritten signature in black ink, appearing to read "Fred Latham", is positioned above the printed name.

Frederick W. Latham  
City Manager





# City of Santa Fe Springs

City Council Meeting

May 27, 2010

## PRESENTATION

To the following employees Tina Hoang, Bruce Landry, Ann Rubin, and Herlinda Reynoso on their retirement.

## BACKGROUND

The following employees have recently retired from service to the City of Santa Fe Springs. They have been invited, together with their families, to tonight's Council meeting to be recognized for their years of service to our community.

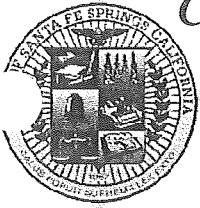
To assist with the presentations, the Mayor may wish to call upon their respective Department Directors.

<u>Employee</u>	<u>Yrs of Service</u>	<u>Position</u>	<u>Department Director</u>
Tina Hoang	29	Account Clerk III	Jose Gomez
Bruce Landry	11	Storekeeper	Jose Gomez
Ann Rubin	30	Maintenance Worker	Don Jensen
Herlinda Reynoso	27	Account Clerk III	Jose Gomez

Frederick W. Latham  
City Manager







# *City of Santa Fe Springs*

City Council Meeting

May 27, 2010

## **PRESENTATION**

### Introduction of the 2010 Memorial Scholarship Program Recipients

## **BACKGROUND**

The Memorial Scholarship Program began in the year 1985, primarily through the efforts of Ms. Thelma Montgomery, the former Principal of Santa Fe High School, in an effort to remember the contributions and legacy of Councilmember Armando J. Mora. Through the years, the program has expanded to include two additional Councilmembers who have also passed away: Lorenzo Sandoval and Albert L. Sharp. This year, the Memorial Scholarship Program celebrates its 25<sup>th</sup> anniversary by continuing to recognize outstanding young men and women in our community who wish to fulfill their dream of continuing their education beyond high school.

The three Memorial Scholarships each present two recipients with a \$1,000 award to be used towards the cost of their college education. Students applying for the Memorial Scholarships must meet the basic requirements: 1) Reside in the City of Santa Fe Springs; 2) be a senior in high school attending Santa Fe, St. Paul, or Pioneer High Schools; and 3) currently maintain a 3.0 grade point average (GPA). In addition, the Memorial Scholarships each have a particular area of focus as determined by the respective families, as follows:

### **Armando Mora Scholastic & Service Memorial Scholarships**

The Armando Mora Scholastic & Service Memorial Scholarship identifies high school seniors attending Santa Fe, St. Paul, or Pioneer High Schools who maintain above average grades while providing and promoting outstanding service to their high school and community. The aspects of service to community and education was of particular interest to Councilmember Mora as he dedicated himself to serving his community and promoted youth development through service to others.

### **Lorenzo Sandoval Athletic Memorial Scholarships**

The Lorenzo Sandoval Athletic Memorial Scholarships rewards Santa Fe High School seniors who work diligently to maintain a 3.0 or better GPA and are participants in varsity athletics. Not only do the applicants play on a team, but they must also be leaders and describe their leadership traits, but how they came to foster and utilize them. High school athletics was a genuine love of Councilmember Sandoval as he was a high school principal and promoted athletic involvement by community youth throughout the City.

**Albert L. Sharp Memorial Scholarships**

The Albert L. Sharp Memorial Scholarships seeks to identify and reward Santa Fe High School seniors that are not only strong performers in the classroom and in the athletic arena, but is also dedicated to improving their community through involvement in school service groups and/or student government. A connection between theory and application through business was of interest to Councilmember Sharp, as promoted in the Albert Sharp Memorial Scholarship criteria.

A total of fourteen applicants were interviewed by the respective representatives of the Memorial Scholarships families with the support of Councilmembers William Rounds and Louie González, as well as the participation of Mayor Pro Tem Joseph Serrano. The final candidate interviews were conducted from April 28 through May 11, 2010 by the selection committees, which also included the participation of representatives from the high schools, and the Director of Police Services and his designee.

The recipients and their families have been invited to tonight's meeting to be recognized for their academic accomplishments, athletic achievements, leadership, and service to the community.

The Mayor may wish to call upon Management Assistant Wayne Bergeron, who also serves as the Program Coordinator for the Memorial Scholarships Program, to assist with the presentation of the Memorial Scholarships recipients.



Frederick W. Latham  
City Manager

**Attachment(s)**

None



# *City of Santa Fe Springs*

City Council Meeting

May 27, 2010

## **PRESENTATION**

### Santa Fe Springs 2010 Youth Citizenship Award Recipients

#### RECOMMENDATION

The Mayor may wish to call upon Julie Herrera, Public Relations Specialist, to assist with this presentation.

#### BACKGROUND

Each year, the City sponsors the Youth Citizenship Awards to recognize youth in the community who are active citizens in their school and/or community, a high school senior or community college student, and City resident.

This year's recipients included:

#### \$500 Outstanding Citizenship

Josue Diaz, Santa Fe High School • Jonathan Jordan, Cerritos College

Rachel Perez, Santa Fe High School • Robinne Ponty, Santa Fe High School

#### \$750 Excellence in Citizenship

Jennifer Garcia, Pioneer High School • Liliana Leon, Santa Fe High School

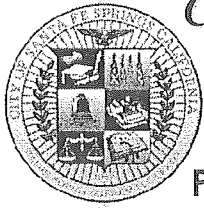
Guadalupe Pasillas, Santa Fe High School

They have been invited to tonight's meeting to be recognized for their good citizenship, leadership, and service in the community. The recipients' families and respective School Principals were also invited to attend.

A handwritten signature in black ink, appearing to read "F. Latham", is positioned above the printed name of the City Manager.

Frederick W. Latham  
City Manager





# City of Santa Fe Springs

City Council Meeting

May 27, 2010

## PRESENTATION

Introductions of the 2010 Destiny Scholarship and Powell Grant Recipients

## RECOMMENDATION

The Mayor call upon Chamber of Commerce Representative Sylvia Southerland to make the presentation.

## BACKGROUND

The Chamber of Commerce has requested that they be given the opportunity to introduce this year's Destiny Fund scholarship and Powell Grant recipients. Sylvia Southerland, Regional Public Affairs Manager for Southern California Edison and President of the Santa Fe Springs Chamber/League Youth Enrichment Fund, will make the introductions. This year's recipients are as follows:

### \$20,000 Destiny Scholarship

Karina Franco, Santa Fe High School

### \$2,000 Powell Grant

Sarah Landauer, Santa Fe High School

The 2010 Annual Destiny dinner and Scholarship Auction will be held on June 4 at an undisclosed location\*. The theme is "A 1920's Celebration."

A handwritten signature in black ink, appearing to read "Fred Latham".

Frederick W. Latham  
City Manager

\*consistent with 1920's "speakeasy" lore, the location of the event is being kept secret until the day prior to the event, when the location will be revealed on the Chamber's website ([www.sfschamber.com](http://www.sfschamber.com))





# City of Santa Fe Springs

City Council

May 27, 2010

## APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

### Committee Appointments

Attached is a roster for each active committee, and listed below are current vacancies. Also included for your review is the list of prospective members.

Committee	Vacancy	Councilmember
Beautification	1	Gonzalez
Beautification	1	Putnam
Beautification	3	Rounds
Beautification	3	Serrano
Community Program	4	Gonzalez
Community Program	2	Serrano
Community Program	2	Trujillo
Historical	3	Putnam
Historical	2	Serrano
Historical	1	Rounds
Parks & Recreation	2	Gonzalez
Parks & Recreation	1	Putnam
Parks & Recreation	2	Trujillo
Senior Citizens Advisory	1	Gonzalez
Senior Citizens Advisory	2	Putnam
Senior Citizens Advisory	1	Rounds
Senior Citizens Advisory	1	Trujillo
Sister City	3	Gonzalez
Sister City	1	Serrano
Sister City	1	Trujillo
Youth Leadership Committee	1	Trujillo

Paula Minnehan has been appointed to the Parks & Recreation Advisory Committee.

Please direct any questions regarding this report to the Deputy City Clerk.

Frederick W. Latham  
City Manager

### Attachments:

Active Committee Lists

Submitted By:

Vivian J. De León  
Deputy City Clerk

May 20, 2010

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## Prospective Members for Various Committees/Commissions

### **Beautification**

### **Community Program**

### **Family & Human Services**

### **Heritage Arts**

### **Historical**

### **Personnel Advisory Board**

### **Parks & Recreation**

Cecilia Uribe Gonzalez  
Christina Avila  
Fred Earl

### **Planning Commission**

Lynda Short

### **Senior Citizens Advisory**

### **Sister City**

### **Traffic Commission**

Lynda Short

### **Youth Leadership**

Gabriela Rodriguez  
Ignacio Herrera



## BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, at 9:30 a.m., Town Center Hall

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
<b>Gonzalez</b>	Juanita Montes	(10)
	Irene Pasillas	(10)
	Vacant	(10)
	May Sharp	(11)
	Marlene Vernava	(11)
<b>Putnam</b>	Juliet Ray	(10)
	Vacant	(10)
	Lupe Lopez	(11)
	Guadalupe Placencia	(11)
	Ruth Gray	(11)
<b>Rounds</b>	Vacant	(10)
	Vacant	(10)
	Annette Ledesma	(11)
	Paula Minnehan*	(11)
	Vacant	(11)
<b>Serrano</b>	Martha Ohanesian	(10)
	Vacant	(10)
	Vacant	(10)
	Vada Conrad	(11)
	Vacant	(11)
<b>Trujillo</b>	Sylvia Takata*	(10)
	Eleanor Connelly	(10)
	Margaret Bustos*	(10)
	Rosalie Miller	(11)
	A.J. Hayes	(11)

\*Asterisk indicates person currently serves on three committees

## COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday of every other month, at 7:00 p.m., in City Hall.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
<b>Gonzalez</b>	A.J. Hayes	(10)
	Vacant	(10)
	Vacant	(10)
	Vacant	(11)
	Vacant	(11)
<b>Putnam</b>	Rosalie Miller	(10)
	Luigi Trujillo	(10)
	Mary Jo Haller	(11)
	Lynda Short	(11)
	Jose Zamora	(11)
<b>Rounds</b>	Mark Scoggins*	(10)
	Marlene Vernava	(10)
	Sylvia Takata*	(10)
	Denise Vega	(11)
	Annette Rodriguez	(11)
<b>Serrano</b>	Ruth Gray	(10)
	Mary Anderson	(11)
	Dolores H. Romero*	(11)
	Vacant	(11)
	Vacant	(11)
<b>Trujillo</b>	Vacant	(10)
	Hilda Zamora	(10)
	Naomi Torres	(10)
	Lisa Sanchez	(11)
	Vacant	(11)

\*Asterisk indicates person currently serves on three committees

## FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of every month at 5:30 p.m., Neighborhood Center

Membership: 15 Residents Appointed by City Council  
5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Mercedes Diaz	(10)
	Josephine Santa-Anna	(10)
	Toni Vallejo	(11)
Putnam	Arcelia Miranda	(10)
	Laurie Rios*	(11)
	Margaret Bustos*	(11)
Rounds	Annette Rodriguez	(10)
	Janie Aguirre*	(11)
	Michele Carbajal	(11)
Serrano	Lydia Gonzales	(10)
	Francis Carbajal	(11)
	Gilbert Aguirre*	(11)
Trujillo	Dolores H. Romero*	(10)
	Gloria Duran*	(10)
	Alicia Mora	(11)

Organizational Representatives: Nancy Stowe  
Evelyn Castro-Guillen  
Irene Redondo Churchward  
(SPIRRIT Family Services)

*\*Asterisk indicates person currently serves on three committees*

## HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the Month at 9:00 a.m., at the Train Depot

Membership:      9 Voting Members  
                         6 Non-Voting Members

APPOINTED BY	NAME
Gonzalez	Laurie Rios*
Putnam	May Sharp
Rounds	Gustavo Velasco
Serrano	Paula Minnehan*
Trujillo	Amparo Oblea

### Committee Representatives

Beautification Committee	Sylvia Takata*
Historical Committee	Larry Oblea
Planning Commission	Richard Moore
Chamber of Commerce	Tom Summertield

### Council/Staff Representatives

Council	Betty Putnam
City Manager	Frederick W. Latham
Director of Library & Cultural Services	Hilary Keith
Director of Planning & Development	Paul Ashworth

*\*Asterisk indicates person currently serves on three committees*

## HISTORICAL COMMITTEE

Meets Quarterly - The First Tuesday of the Month in April, July, October, and January at 5:30 p.m., Carriage Barn

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Richard Moore	(10)
	Gilbert Aguirre*	(11)
	Janie Aguirre*	(11)
	Sally Gaitan	(11)
Putnam	Astrid Gonzalez	(10)
	Vacant	(10)
	Vacant	(11)
	Vacant	(11)
Rounds	Art Escobedo	(10)
	Vacant	(10)
	Mark Scoggins*	(11)
	Janice Smith	(11)
Serrano	Gloria Duran*	(10)
	Vacant	(10)
	Vacant	(10)
	Larry Oblea	(11)
Trujillo	Marv Clegg	(10)
	Alma Martinez	(10)
	Merrie Hathaway	(11)
	Susan Johnston	(11)

*\*Asterisk indicates person currently serves on three committees*

## PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, 7:00 p.m., Council Chambers.

Subcommittee Meets at 6:00 p.m., Council Chambers

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
<b>Gonzalez</b>	Jennie Carlos	(10)
	Frank Leader	(10)
	Paula Minnehan*	(11)
	Vacant	(10)
	Vacant	(11)
<b>Putnam</b>	Jimmy Mendoza	(10)
	Michele Carbajal	(10)
	Frank Regalado	(11)
	Hilda Zamora	(11)
	Vacant	(11)
<b>Rounds</b>	Kenneth Arnold	(10)
	Richard Legarreta, Sr.	(10)
	Luigi Trujillo	(10)
	Don Mette	(11)
	Mark Scoggins*	(11)
<b>Serrano</b>	Lynda Short	(10)
	Bernie Landin	(10)
	Joe Avila	(10)
	Sally Gaitan	(11)
	Fred Earl	(11)
<b>Trujillo</b>	Vacant	(10)
	Andrea Lopez	(10)
	Vacant	(11)
	Jose Zamora	(11)
	Arcelia Miranda	(11)

\*Asterisk indicates person currently serves on three committees



## PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

APPOINTED BY	NAME
Council	Angel Munoz Ron Biggs
Personnel Advisory Board	Jim Contreras
Firemen's Association	Wayne Tomlinson
Employees' Association	Donn Ramirez

*\*Asterisk indicates person currently serves on three committees*

## PLANNING COMMISSION

Meets the Second and Fourth Mondays of every Month at 4:30 p.m.,  
Council Chambers

Membership: 5

APPOINTED BY	NAME
Gonzalez	Laurie Rios
Putnam	Larry Oblea
Rounds	Richard Moore
Serrano	Michael Madrigal
Trujillo	Frank Ybarra

*\*Asterisk indicates person currently serves on three committees*



## SENIOR CITIZENS ADVISORY COMMITTEE

Meets the second Wednesday of the month at 10:00 a.m.,  
Neighborhood Center

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Gloria Duran*	(10)
	Josephine Santa-Anna	(10)
	Toni Vallejo	(11)
	Janie Aguirre*	(11)
	Vacant	(11)
Putnam	Jennie Valli	(10)
	Martha Ohanesian	(10)
	Vacant	(10)
	Vacant	(10)
	Pete Vallejo	(11)
Rounds	Josephine G. Ramirez	(10)
	Vacant	(10)
	Gloria Vasquez	(11)
	Lorena Huitron	(11)
	Berta Sera	(11)
Serrano	Gusta Vicuna	(10)
	Louis Serrano	(10)
	Mary Bravo	(10)
	Amelia Acosta	(11)
	Jessie Serrano	(11)
Trujillo	Julia Butler	(10)
	James Hogan	(10)
	Gilbert Aguirre*	(11)
	Margaret Bustos*	(11)
	Vacant	(11)

\*Asterisk indicates person currently serves on three committees

## SISTER CITY COMMITTEE

Meets the First Monday of every month at 6:30 p.m., Town Center Hall, Mtg. Room #1.  
When there is a Monday holiday, the meeting is held on the second Monday of the month.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(10)
	Kimberly Mette	(10)
	Jimmy Mendoza	(11)
	Vacant	(11)
	Vacant	(11)
Putnam	Martha Villanueva	(10)
	Gloria Duran*	(10)
	Mary K. Reed	(11)
	Peggy Jo Radoumis	(11)
	Jeannette Wolfe	(11)
Rounds	Manny Zevallos	(10)
	Susan Johnston	(10)
	Francis Carbajal	(10)
	Ted Radoumis	(11)
	Jose Avila	(11)
Serrano	Charlotte Zevallos	(10)
	Cecilia Uribe Gonzalez	(10)
	Laurie Rios*	(11)
	Doris Yarwood	(11)
	Vacant	(11)
Trujillo	Alicia Mora	(10)
	Andrea Lopez	(10)
	Dolores H. Romero*	(11)
	Marcella Obregon	(11)
	Vacant	(11)

\*Asterisk indicates person currently serves on three committees

## TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 7:00 p.m., Council Chambers

Membership: 5

### APPOINTED BY

### NAME

Gonzalez

Arcelia Valenzuela

Putnam

Manny Zevallos

Rounds

Ted Radoumis

Serrano

Sally Gaitan

Trujillo

Donn Ramirez

*\*Asterisk indicates person currently serves on three committees*

## YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:00 p.m., Council Chambers

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
<b>Gonzalez</b>	Victor Becerra	(11)
	Jessica Aguilar	(11)
	Jeanneth Guerrero	(11)
	Marilyn Llanos	(12)
<b>Putnam</b>	Ashley Ortiz	(10)
	Lupe Pasillas	(10)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
<b>Rounds</b>	Carina Gonzalez	(11)
	Stephanie Gilbert	(11)
	Karina Saucedo	(12)
	Lisa Baeza	(13)
<b>Serrano</b>	Kimberly Romero	(11)
	Alyssa Trujillo	(11)
	Alyssa Berg	(11)
	Ariana Gonzalez	(13)
<b>Trujillo</b>	Madalin Marquez	(11)
	Martin Guerrero	(13)
	Omar Rodriguez	(12)
	Vacant	(12)