



AGENDA

FOR THE REGULAR MEETINGS OF THE:
COMMUNITY DEVELOPMENT COMMISSION
CITY COUNCIL

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

JUNE 10, 2010
6:00 P.M.

Betty Putnam, Mayor
Joseph D. Serrano, Sr., Mayor Pro Tem
Luis M. González, 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.

1. **CALL TO ORDER**

2. **ROLL CALL**

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

COMMUNITY DEVELOPMENT COMMISSION

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

4. **CONSENT AGENDA**

A. **MINUTES**

Minutes of the Regular Community Development Commission Meeting
of May 27, 2010

Recommendation: That the Commission approve the Minutes as submitted.

CITY COUNCIL

5. **CONSENT AGENDA**

A. **MINUTES**

Minutes of the Regular City Council Meeting of May 27, 2010

Recommendation: That the Commission approve the Minutes as submitted.

ORDINANCE FOR INTRODUCTION

6. 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.

PUBLIC HEARING

7. Resolution No. 9262 – Public Hearing for City of Santa Fe Springs Lighting District No. 1 (FY 2010/2011)

Recommendation: That the City Council conduct the Public Hearing and if protests of less than 50% of the area of assessable land within the lighting district are received, adopt Resolution No. 9262 confirming the diagram and assessment, and providing for annual assessment levy.

8. Request for an Appropriation of \$66,800 to install New Communication Link from Police Services Center to Whittier Police Station and award a contract to Advance Electronics for installation of a "Point to Point" Wireless Communication System

Recommendation: That the City Council take the following actions: 1) Open the Public Hearing for those wishing to speak on this matter; and 2) Re-appropriate \$47,900 from the Recovery Act Justice Assistance Grant previously allocated for the Los Angeles Probation Officer and appropriate State COPS Grant funds in the amount of \$18,900 for "Point to Point" wireless communication system; and 3) Award a contract to Advance Electronics for the installation of a "Point to Point" wireless communication system from the Police Services Center to the Whittier Police Station.

NEW BUSINESS

9. Resolution No. 9261 – Declaring Intention to Levy Annual Assessments Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive)

Recommendation: That the City Council adopt Resolution No. 9261, declaring its intention to levy annual assessments and setting the public hearing for the Council meeting of July 6, 2010.

10. Approval of Parcel Map No. 71142 – Northeast Corner of Telegraph Road and Carmenita Road

Recommendation: That the City Council take the following actions: 1) Approve Parcel Map No. 71142; and 2) Find that parcel map No. 71142, together with the provisions for its design and improvement, is consistent with the City's General Plan; and 3) Authorize the City Engineer and City Clerk to sign Parcel Map No. 71142.

City of Santa Fe Springs

Community Development Commission/City Council

June 10, 2010

11. Approval of Resolution No. 9260, which Authorizes Residents of the City of Santa Fe Springs to Participate in the Los Angeles County Energy Program (LACEP)

Recommendation: That the City Council take the following actions: 1) Authorize the City to participate in the Los Angeles County Energy Program (LACEP); and 2) Approve Resolution No. 9260, which offers low-interest loans to property owners for energy efficient improvements to their homes.

12. Solid Waste Collection Rate Adjustments

Recommendation: That the City Council approve an increase in the recycling surcharge on Commercial/Industrial accounts from 8% to 12%, effective July 1, 2010.

13. Request for Out-of-State Travel for Program Coordinator Anita Jimenez to Chaperone the Sister City Student Exchange to Tirschenreuth, Germany from July 15 to August 6, 2010

Recommendation: That the City Council approve the out-of-state travel request for Anita Jimenez to serve as a chaperone for 9 students of the Sister City Student Exchange program in Tirschenreuth, Germany from July 15 to August 6, 2010.

CLOSED SESSION

14. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

One Case: Conditional Use Permit 441, 8851 Dice Road

15. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property: Heritage Corporate Center and
10349 Heritage Park Drive, Suite 1 (Family Center)
Negotiating Parties: Staff and Ground Lessee
Under Negotiation: Terms of Agreement

16. CONFERENCE WITH LABOR NEGOTIATOR

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

Please note: Item Nos. 16-26 will commence in the 7:00 p.m. hour

17. **INVOCATION**

18. **PLEDGE OF ALLEGIANCE** -Youth Leadership Committee Members

INTRODUCTIONS

City of Santa Fe Springs

Community Development Commission/City Council

June 10, 2010

19. Representatives from the Chamber of Commerce

20. Representatives from the Youth Leadership Committee

21. **ANNOUNCEMENTS**

PRESENTATIONS

22. Presentation to Retiring Employees

23. Update on Significant Regional Transportation Projects

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

24. Committee Re-appointments

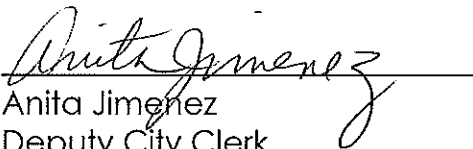
25. **ORAL COMMUNICATIONS**

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

26. **EXECUTIVE TEAM REPORTS**

27. **ADJOURNMENT**

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


Anita Jimenez
Deputy City Clerk

June 4, 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

May 27, 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 6:07 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; Dino Torres sitting in for Fernando Tarin, Director of Police Services; Hilary Keith, Director of Library & Cultural Services; Jose Gomez, Director of Finance & Administrative Services; Stan Klopfenstein sitting in for Alex Rodriguez, Fire Chief

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.

Vice-Chairperson Serrano moved to approve the Minutes of the Public Financing Authority Item No. 3 and Director Trujillo seconded the motion, which carried unanimously.

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.

Vice-Chairperson Serrano moved to approve the Public Financing Authority Item No. 4 and Director Rounds seconded the motion, which carried unanimously.

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.

Director Rounds moved to approve Water Utility Authority minutes; Vice Chairperson Serrano seconded the motion, which carried unanimously.

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.

Director Rounds moved to approve Water Utility Authority Item #6; Vice Chairperson Serrano seconded the motion, which carried unanimously.

COMMUNITY DEVELOPMENT COMMISSION

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

City Manager Fred Latham had no report. Executive Director Paul Ashworth reported that there is an increase in companies moving in to the City creating new business and employment opportunities.

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.

Commissioner Trujillo moved to approve Community Development Commission Consent Agenda items 8A, 8B, and 8C. Commissioner González seconded the motion, which carried unanimously.

Mayor Pro Tem Serrano inquired if Item 8C was included in the budget report; to which Fred Latham, City Manager indicated that it had been included with the budget report.

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.

Councilmember González moved to approve City Council Consent Agenda Items 9A, 9B, 9C, 9D, 9E, and 9F. Councilmember Rounds seconded the motion which carried unanimously.

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.

City Attorney Steve Skolnik read the ordinance by title.

Mayor Pro-Tem Serrano made the motion to waive further reading and adopt Ordinance No. 1010. Councilmember Gonzalez seconded the motion, which carried by the following roll call vote:

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

NOES:
ABSENT:
ABSTAIN:

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.

City Attorney Steve Skolnik read the ordinance by title.

Councilmember Rounds made the motion to waive further reading and adopt Ordinance No. 1011. Mayor Pro-Tem Serrano seconded the motion, which carried by the following roll call vote:

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

NOES:
ABSENT:
ABSTAIN:

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 continuation of dispatch and communication services.

Councilmember Rounds made a motion to approve City Council Item No. 12; Councilmember Trujillo seconded the motion, which carried unanimously.

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.

City Attorney Steve Skolnik gave a brief background description on this requested item.

City Manager Fred Latham indicated that notification would be sent via e-mail to corresponding haulers if there was a change to the Council's previous action with regard to "winding down" the Evergreen provisions of the existing Agreements.

Mayor Pro Tem Serrano stated that he was recommending that the City Council stop the Evergreen "wind down" process for Serv-Wel Disposal Company and for CR & R as of July 1, 2010 and that there be no action taken, beyond that previously authorized, with respect to the Agreement with Consolidated Disposal Company. The result would be that the City would send the annual notice of refusal to extend the franchise term only to Consolidated and not to Serv-Wel or CR&R.

Councilmember Trujillo moved to approve the recommendation by Mayor Pro Tem Serrano; Councilmember Rounds seconded the motion which carried unanimously.

Subsequent Need Items

13A. Resolution No. 9259 Support for Golden State Water Company's Proposal to Seek Grant Funds to Install Fluoridation Infrastructure

Recommendation: That the City Council adopt Resolution No. 9259, supporting Golden State Water Company's Proposal to seek grant funding to install fluoridation infrastructure.

The City Manager advised that this request to the City's Department of Public Works came after publication of the City Council agenda and that due to the grant application deadline, action by the City Council could not wait until the next Council meeting. The request is that the item be placed on the agenda as a Subsequent Need item and that it be considered at this meeting.

Councilmember Gonzalez moved to add Item 13A to the agenda. Councilmember Rounds seconded the motion which carried unanimously.

City Manager Fred Latham indicated that the City is not required to fluoridate its water system and that action would have no impact to the City's system.

Mayor Pro Tem inquired if this would affect the City's residential water.

Don Jensen, Public Works Director responded that this would only affect a few commercial customers at the south side of the City.

Councilmember Trujillo moved to approve City Council item 13A; Councilmember Rounds seconded the motion which carried unanimously.

13B. City Attorney Skolnik requested that the Council consider adding an item to the agenda as a "subsequent need" item (California Government Code, Section 54954.2(b)(2)). He stated that, subsequent to the posting of the agenda, the City became aware of a settlement offer in a matter of anticipated litigation pertaining to a confidential labor and employment issue, and that it was necessary to respond to the offer immediately because of a claim-filing deadline faced by the adverse party. Based thereon, a motion was made by Council Member González to add the item to the agenda. Council Member Rounds seconded the motion. The motion carried unanimously. At 6:28 p.m., the Council commenced a closed session for purposes

of a Conference with Legal Counsel--Anticipated Litigation (Section 54956.9(b)(1)). At 7:05 p.m., the Council reconvened in open session, with all members present.

City Attorney Skolnik announced that there was no action to be reported out of the closed session.

INVOCATION

14. Councilmember Rounds gave the Invocation.

PLEDGE OF ALLEGIANCE

15. Councilmember Rounds led the Pledge of Allegiance.

INTRODUCTIONS

16. Representatives from the Youth Leadership Committee came forward to introduce themselves to council.

17. Representatives from the Chamber of Commerce
Mayor Putnam introduced Paul Hesse, Penta Pacific Properties
Wendy Meador, SFS Chamber President
Sylvia Southerland, Immediate Past President, Southern California Edison
Kathie Fink, Chamber of Commerce CEO

18. **ANNOUNCEMENTS**

Carole Joseph, Director of Parks & Recreation updated the Community Events Calendar.

City Manager Fred Latham shared a PowerPoint presentation highlighting the Four Corners Art Vision on Telegraph Road and Santa Fe Springs Road.

PRESENTATIONS

19. Presentation to Retiring Employees

Jose Gomez presented retiring employees Tina Hong and Bruce Landry with a clock and a jacket each for their many years of valuable service to the City.

Don Jensen, Director of Public Works presented retiring employee Ann Rubin with a clock and a jacket each for her many years of valuable service to City.

22. Introductions of the Destiny Scholarship and Powel Grant Recipients

This Presentation was done out of sequence to accommodate Wendy Meador's flight schedule.

Sylvia Southerland, Immediate Past President – SFS Chamber introduced Karina Franco - Santa Fe High School student with the \$20,000 Destiny Scholarship and Sarah Landauer also a Santa Fe High School student with the \$2,000 Powell Grant. Pictures with council followed the presentation.

21. Santa Fe Springs 2010 Youth Citizenship Award Recipients

Julie Herrera, Public Relations Specialist introduced Rachel Perez and Robinne Ponty, both Santa Fe High School students and Jonathan Jordan, from Cerritos College with the Outstanding Citizenship Award of \$500 each. Josue Diaz from Santa Fe High School was not available but also received the award.

Liliana Leon, Guadalupe Pasillas both students at Santa Fe High School and Jennifer Garcia a Pioneer High School student each received the Excellence in Citizenship Award of \$750. Pictures with council and their families followed the presentations.

20. Introduction of the 2010 Memorial Scholarship Program Recipients

Wayne Bergeron from the Department of Police Services introduced the Armando Mora Scholarship to Jennifer Garcia and Karina Saucedo; the Lorenzo Sandoval Scholarship to Pauline Betancourt; and Josue Diaz, and the Albert L. Sharp Memorial Scholarships to Alexis Guerrero and Nathan Ortiz. The Council presented each recipient with scholarship checks.

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

No appointments were made by council.

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.

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

25. **EXECUTIVE TEAM REPORTS**

Dino Torres, Assistant Police Director announced that the City would sponsor two low cost pet vaccination events on Wednesday, June 9, and Wednesday, July 7. There will be an Olympic Torch run on Telegraph Road on June 10 at 4 pm.

Carole Joseph, Director Parks & Recreation announced the City's 4th of July event to be held at Los Nietos Park.

Mayor Pro Tem Serrano asked that we all kept our thoughts on our servicemen during this Memorial Day Holiday.

27. **ADJOURNMENT**

Mayor Putnam adjourned the meetings in memory of Dorothy "Dody" Bayless a long time resident and member of many service clubs at 8:16 pm.

Betty Putnam
Mayor

ATTEST:

Vivian De Leon, Deputy City Clerk

Please Refer to Item 4A



ORDINANCE FOR INTRODUCTION

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.

RECOMMENDATIONS

Staff recommends that the City Council take the following actions:

1. Find and determine that the proposed ordinance is not subject to the California Environmental Quality Act (CEQA), per CEQA Guidelines sections 15060 (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. Pass the first reading of Ordinance No. 1012, an ordinance permitting the establishment and operation of Medical Marijuana Collectives for Non-Profit use.

BACKGROUND

At the May 13, 2010 City Council meeting staff recommended an Ordinance for introduction that would permit the establishment and operation of Medical Marijuana Collectives for Non-Profit use. During the meeting, several members from the audience voiced their concerns regarding certain regulatory aspects of the Ordinance. Under direction from the City Council, staff has reviewed the initial Ordinance and made revisions in an effort to address the concerns of the Council and members of the community. Some of these revisions include:

- Removal of Section 126.03 (12)(C)(D)(E) which previously required written verification of a Collective's status as a 501 c.3 organization.
- Revision of Section 126.04 (2) to read "Neither the Applicant, nor any prospective manager, shall have had a similar type of permit or license previously revoked or denied, or have been convicted of a felony, a crime of moral turpitude, a crime related to the sale or possession of drugs or narcotics, or have violated any local laws or regulations pertaining to the regulation of Medical Marijuana Collectives in this City or any other city, within the immediate preceding ten years prior to the license application."
- Revision of Section 126.04 (5)(a) which adds the Telegraph Corridor as a prohibited zone.
- Addition of Section 126.04 (7) which prohibits the operation of mobile Medical Marijuana Collectives or any dispensing of marijuana from any mobile

convenience.

- Addition of Section 126.05 (7) which prohibits the sale of paraphernalia identified in Section 11364 of the California Health and Safety Code.
- Addition of Section 126.05 (31) which further explains that collectives shall not operate for profit and must operate within strict compliance with state law; and, establishes a definition for "Reasonable Compensation" in terms of the level of cash, in-kind contributions, and reimbursements that may be provided by collective members.
- Revision of Section 126.05 (34) which allows the City to inspect collective members medical records only by first obtaining a properly executed search warrant, subpoena, or court order; and, gives the City authority to access records sufficient to verify that the collective is not dispensing Medical Marijuana in violation of state law.
- Revision of Section 126.06 which will establish a numerical limit of (4) four collectives to be allowed to operate in the City at any one time.

ANALYSIS

As outlined above, the proposed Ordinance restricts the number of Collectives to a maximum of four. It is the intention of the Ordinance to provide for an adequate number of Collectives to service the Medical Marijuana needs of the City's residents. Given the population of the City, four Collectives should have an aggregate capacity to service substantially more demand than is likely to exist from the City's residents. A greater number of collectives would almost certainly result in a greater number of members from outside the City, and it is neither the City's intent nor desire to provide such services to large numbers of persons living outside the City.

If the City Council passes the first reading, staff will present the proposed application and renewal fee schedule at the time of the second reading of the Ordinance.

FISCAL IMPACT

None

INFRASTRUCTURE IMPACT

None



Frederick W. Latham
City Manager

Attachment(s)

Ordinance No. 1012 with Revisions Underlined
Location Radius Map

ORDINANCE NO. 1012

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS ADDING CHAPTER 126 TO TITLE 11 OF THE SANTA FE SPRINGS CITY CODE RELATING TO THE ESTABLISHMENT AND OPERATION OF MEDICAL MARIJUANA COLLECTIVES FOR NON-PROFIT USE.

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Purpose and Findings. The purpose of this Ordinance is to recognize and protect the right of qualified patients and primary caregivers through implementation of California Health & Safety Code Section 11362.5 (adopted as Proposition 215, the "Compassionate Use Act of 1996") (the "Act") and any State regulations adopted in furtherance thereof, and to promote the safe use of and the safe and affordable access to medical marijuana pursuant to the Act. In support of these purposes, the City Council recognizes that the assistance of medical marijuana collectives, as defined herein, may in some situations help promote that safe and lawful access to and consistent and affordable distribution of medical marijuana as permitted by the Act. In further support of the stated purposes, the City Council additionally recognizes that lawful remuneration consistent with State law may occur between qualified patients and primary caregivers, including those qualified patients and primary caregivers who associate collectively or cooperatively to produce medical marijuana in accordance with State law. Standards are required to assure that the operations of medical marijuana collectives are in compliance with the Act and any State regulations adopted in furtherance thereof, and to mitigate the adverse secondary effects from operations of collectives. This Ordinance is enacted as a health and safety measure pursuant to the City's police powers as prescribed in Art. XI, Sec. 7 of the California Constitution. Nothing in this Ordinance shall permit an activity that is prohibited by the Act, nor is it intended to interfere with a patient's right to cultivate, possess or use medical marijuana as provided for in California Health & safety Code Section 11362. Nothing contained in this Ordinance shall excuse, facilitate or promote a violation of federal law.

SECTION 2. The following new Chapter 126 is hereby added to Title 11 of the Santa Fe Springs City Code:

MEDICAL MARIJUANA COLLECTIVES

126.01 DEFINITIONS.

- A. "Cannabis" or "Marijuana" mean all parts of organically grown Cannabis plants, whether growing or not; the seeds thereof; the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seed or resin. It does not include the mature stalks of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of mature stalks (except the resin extracted there from), fiber, oil, cake or sterilized seed of the plant which is incapable of germination. It shall also have the same meaning as the definition of the word in Health

and Safety Code Section 11018. Nothing in this section shall be interpreted to conflict with the foregoing provisions of the Health and Safety Code.

- B. "Concentrated Cannabis" shall have the same definition as given such term in California Health and Safety Code Section 11006.5, as may be amended, and which defines "Concentrated Cannabis" as the separated resin, whether crude or purified, obtained from marijuana.
- C. "Excessive Profits" mean the receipt of consideration of a value substantially higher than the reasonable costs of operating the facility.
- D. "Identification Card" shall have the same definition as given such term in California Health and Safety Code Section 11362.7, as may be amended, and which defines "Identification Card" as a document issued by the State Department of Health Services which identifies a person authorized to engage in the medical use of marijuana, and identifies the person's designated primary caregiver, if any.
- E. "Medical Marijuana Collective" means a collective, cooperative, association or similar entity that cultivates, distributes, dispenses, stores, exchanges, processes, delivers, makes available or gives away marijuana in the City for medical purposes to qualified patients, or primary caregivers of qualified patients pursuant to Health & Safety Code Section 11362.5, et seq. (adopted as Proposition 215, the "Compassionate Use Act of 1996") or any state regulations adopted in furtherance thereof, including Health & Safety Code Section 11362.7 et seq. (adopted as the "Medical Marijuana Program Act").
- F. "Primary Caregiver" shall have the same definition as California Health and Safety Code Section 11362.7 et seq. and as may be amended, and which defines "Primary Caregiver" as a individual, or "medical cannabis collective" designated by a qualified patient or by a person with a identification card, or a written recommendation, who has consistently assumed responsibility for the housing, health, or safety of that patient or person, and may include any of the following:
 - (1) In cases in which a qualified patient or person with an identification card receives medical care or supportive services, or both, from a clinic licensed pursuant to Chapter 1 (commencing with Section 1200) of Division 2 of the California Health and Safety Code, a health care facility licensed pursuant to Chapter 2 (commencing with Section 1250) of Division 2 of the California Health and Safety Code, a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 (commencing with Section 1568.01) of Division 2 of the California Health and Safety Code, a residential care facility for the elderly licensed pursuant to Chapter 3.2 (commencing with Section 1569) of Division 2 of the California Health and Safety Code, a hospice, or a home health agency licensed pursuant to Chapter 8 (commencing with Section 1725) of Division 2 of the California Health and Safety Code, the owner or operator, of the clinic, facility, hospice, or home health agency, if designated

as a primary care giver by that qualified patient or person with an identification card.

- (2) An individual who has been designated as a primary caregiver by more than one qualified patient or person with an identification card, if every qualified patient or person with an identification card who has designated that individual as a primary caregiver resides in the same city or county as the primary caregiver.
- (3) An individual who has been designated as a primary caregiver by a qualified patient or person with an identification card who resides in a city or county other than that of the primary caregiver, if the individual has not been designated as a primary caregiver by any other qualified patient or person with an identification card.

G. "Property" means the location at which the Medical Marijuana Collective members associate to collectively or cooperatively cultivate Medical Marijuana.

H. "Qualified Patient" shall have the same definition as California Health and Safety Code Section 11362.7 *et seq*, and as may be amended, and which states a person suffering from a serious medical condition who obtains a written recommendation from a physician licensed to practice medicine in the state of California to use marijuana for personal medical purposes.

I. "Serious Medical Condition" shall have the same definition as California Health and Safety Code Section 11362.7 *et seq*, and as may be amended, and which states all of the following medical conditions:

- (1) Acquired immune deficiency syndrome (AIDS);
- (2) Anorexia;
- (3) Arthritis;
- (4) Cachexia;
- (5) Cancer;
- (6) Chronic pain;
- (7) Glaucoma;
- (8) Migraine;
- (9) Persistent muscle spasms, including, but not limited to spasms associated with multiple sclerosis;
- (10) Seizures, including, but not limited to, seizures associated with epilepsy;
- (11) Severe nausea;
- (12) Any other chronic or persistent medical symptom that either:
 - (a) Substantially limits the ability of the person to conduct one or more major life activities as defined in the American with Disabilities Act of 1990 (Public Law 101-336).
 - (b) If not alleviated, may cause serious harm to the patient's safety or physical or mental health.

- J. "Written Recommendation" shall have the same definition as California Health and Safety Code Section 11362.7 *et seq*, and as may be amended, and which states a "Written Recommendation" is an accurate reproduction of those portions of a patient's medical records that have been created by the attending physician, that contain the information required by paragraph (2) of subdivision (a) of California Health and Safety Code Section 11362.715, and that the patient may submit to a county health department or the county's designee as part of an application for a identification card.

126.02 MEDICAL MARIJUANA COLLECTIVE – PERMIT REQUIRED.

No Medical Marijuana Collective or member shall carry on, maintain or conduct any Medical Marijuana related operations in the City without first obtaining a Medical Marijuana Collective Permit (a "Permit") from the City Manager or designee. No property owner, agent, representative, or occupant shall lease, rent, sell, or allow a Medical Marijuana Collective to occupy a site until a Permit has been issued by the City. No Person or entity shall dispense, distribute, sell, convey, exchange or give away Medical Marijuana in the City except in compliance with provisions of this Chapter.

126.03 APPLICATION INFORMATION.

In addition to any additional information which may requested by the City Manager or designee in his/her reasonable discretion, all applications for a Medical Marijuana Collective Permit shall contain the following information:

1. In the event the Applicant is not the owner of record of the real property upon which the collective is, or is to be, located the application must be accompanied by a notarized statement and consent from the owner of the property acknowledging that a collective is or will be located on the property. In addition to furnishing such notarized statement, the Applicant shall furnish the name and address of the owner of record of the property, as well as a copy of the lease or rental agreement pertaining to the premises in which the collective is or will be located.
2. If the property is being rented or leased or is being purchased under contract, a copy of such lease or contract.
3. A security plan, including but not limited to lighting, alarms and security guard arrangement.
4. An executed release of liability and hold harmless in the form set forth in the City's application form.
5. A description of the procedure for documenting the source of the marijuana to be dispensed by the collective. If the marijuana is cultivated off-site, documentation that the off-site location is compliant with the zoning regulations of the jurisdiction in which it is located.

6. A site plan describing the property with fully dimensioned interior and exterior floor plans of the facility including electrical, mechanical, plumbing, and disabled access compliance pursuant to Title 24 of the State of California Code of Regulations and the federally mandated Americans with Disabilities Act.
7. A description of the screening, registration and validation process for qualified patients.
8. A description of qualified patient records acquisition and retention procedures.
9. A description of the process for tracking medical marijuana quantities and inventory controls, including on-site cultivation (if any), processing and medical marijuana products received from outside sources.
10. A description of chemicals stored or used on-site and any effluent proposed to be discharged into the City's waste water or storm water systems.
11. Written confirmation as to whether the Medical Marijuana Collective previously operated in this or any other county, city or state under a similar license/permit, and whether the collective applicant ever had such a license/permit revoked or suspended and the reason(s) therefore.
12. If the Medical Marijuana Collective is a corporation:
 - A. A certified copy of the Collective's Secretary of State Articles of Incorporation, Certificate(s) of Amendment, Statement(s) of Information;
 - B. A copy of the Collective's By laws.
13. If the Medical Marijuana Collective is an unincorporated association, a copy of the Articles of Association or equivalent.
14. A copy of the Medical Marijuana Collective operating requirements, as set forth in this Chapter, containing a statement dated and signed by each member, and employee under penalty of perjury, that each of them read, understand and shall comply with such operating conditions.
15. Authorization for the City to verify the information and representations contained in the application.

126.04 CRITERIA FOR ISSUANCE OF PERMIT

1. The Applicant, and all prospective managers, must be at least twenty-one years of age.
2. Neither the Applicant, nor any prospective manager or employee, shall have had a similar type of permit or license previously revoked or denied, or have been convicted of a felony, a crime of moral turpitude, a crime related to the sale or possession of

drugs or narcotics, or have violated any local laws or regulations pertaining to the regulation of Medical Marijuana Collectives in this City or any other city, within the immediate preceding 10 years prior to the license application.

3. The Applicant and all proposed managers shall undergo background investigations by the Department of Police Services and the Whittier Police Department. Neither the Applicant nor any prospective manager or employee shall have been convicted of:
 - a. Any offense relating to possession, manufacture, sales or distribution of a controlled substance, with the exception of marijuana related offenses;
 - b. Any offense involving the use of force or violence upon the person of another;
 - c. Any offense involving theft, fraud, dishonesty or deceit.

For purposes of this paragraph 3, a conviction includes a plea or verdict of guilty or a conviction following a plea of nolo contendere.

4. The Applicant, all prospective managers, and all persons employed or contracted as security guards by the Collective, shall bear the cost of fingerprinting and background checks, and shall execute all forms and releases required by the DOJ and the DOJ-certified fingerprinting agency.
5. A Medical Marijuana Collective shall not be located:
 - a. In any residential zone, or in the Freeway Overlay Zone.
 - b. Within a one thousand foot (1,000') radius of a school, church, public park, public library, state licensed child care facility, playground, youth center, or other medical marijuana collective, or within a one thousand foot (1,000') radius of any property located in a residential zone, the Telegraph Corridor, or the Freeway Overlay Zone. The distance specified in this subdivision shall be determined by the horizontal distance measured in a straight line from the property line of the school, church, public park, public library, state licensed child care facility, playground, youth center, other medical marijuana collective or property located in a residential or the Freeway Overlay Zone, to the closest property line of the lot on which the Medical Marijuana Collective is located, without regard to intervening structures.
6. A Medical Marijuana Collective shall not occupy a space in excess of 4,500 square feet in size, and any such space shall have sufficient parking to meet the parking requirements for "Medical Offices" as provided in the City Code.

7. It shall be illegal to operate any mobile Medical Marijuana Collective, and any dispensing of marijuana from any mobile convenience shall be illegal.
8. The Applicant must provide a copy of a valid seller's permit issued by the California Board of Equalization.
9. No Permit shall be issued or renewed unless the Applicant carries and maintains in full force and effect a policy of insurance in a form approved by the City of Santa Fe Springs and executed by a licensed insurance broker or agent. The policy of insurance shall insure the Permittee against liability for damage to property and for injury to or death of any person as a result of activities conducted or occurring at the Medical Marijuana Collective.
 - a. The minimum liability limits shall be established by the City Manager or designee, in accordance with recommendations obtained from the California Joint Powers Insurance Authority. The policy shall name the City as an Additional Insured.
 - b. The policy of insurance shall contain an endorsement providing the said policy shall not be canceled until notice in writing has been given to the City Manager or designee at least 30 days prior to the time the cancellation becomes effective.
 - c. If at any time the Permittee's policy of insurance expires or is canceled, the Permit issued or renewed will automatically be suspended until such time as the insurance is reinstated.

126.05 OPERATING REQUIREMENTS.

All Collectives shall operate in conformance with the following operating requirements. Failure to operate in conformity with one or more of these operating requirements shall be grounds for suspending or terminating the Permit.

1. No Collective shall change ownership without notifying the City of the new owner's name and address at least thirty (30) days prior to the effective date of such change of ownership.
2. No cannabis shall be smoked, ingested, or otherwise consumed on the premises.
3. It shall be unlawful for any Collective to employ any person who is not at least 18 years of age.
4. Collectives may possess no more than eight (8) ounces of dried marijuana per qualified patient or caregiver, and maintain no more than six (6) mature and twelve (12) immature plants per qualified patient.

- i. If a qualified patient or primary caregiver has a doctor's recommendation that this quantity does not meet the qualified patient's medical needs, the qualified patient or primary caregiver may possess an amount of marijuana consistent with the patient's needs.
 - ii. Only the dried mature processed flowers of female cannabis plant or the plant conversion shall be considered when determining allowable quantities of marijuana under this section.
- 5. No manufacture of concentrated cannabis in violation of California Health and Safety Code section 11379.6 shall be allowed.
- 6. No dried medical marijuana shall be stored in buildings that are not completely enclosed, or stored in an unlocked vault or safe, or other unsecured storage structure; nor shall any dried medical marijuana be stored in a safe or vault that is not bolted to the floor or structure of the facility.
- 7. No Medical Marijuana Collective, Collective Manager or member shall allow or permit the commercial sale of any product, good or service, including but not limited to drug paraphernalia identified in Section 11364 of the California Health and Safety Code, in or at a Medical Marijuana Collective, or in the parking area of the property at which a Collective is located.
- 8. The City Manager or designee shall set forth in his/her administrative regulations the method and manner in which background checks of applicants, employees and security personnel for Medical Marijuana Collectives will be conducted, and which shall set forth standards for disqualification of an applicant, employee or security personnel based on their criminal history.
- 9. Security shall comply with the following minimum standards:
 - i. Collectives shall provide adequate security and lighting on-site to ensure the safety of persons and protect the premises from theft at all times. Security Plan and Lighting Plan must be reviewed and approved by the City. Applicant must contact City's Department of Police Services to schedule inspection and receive final approval to verify compliance.
 - ii. All security guards employed by collectives shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times. Collectives shall not employ security guards who possess firearms or tasers. Security personnel will be required to go through background check by the City. The City may reject security personnel in accord with standards in the City manager's administrative regulations. Rejected personnel shall not be employed by the collective.
 - iii. Security Plan shall include building lay-out including location of digital recorder and cameras.

10. The property within which the Medical Marijuana is located shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the property is not detected outside the property.
11. The property within which the Medical Marijuana is located shall be monitored at all times by a web-based closed circuit television system for security purposes. The camera and recording system must be of adequate quality, color rendition and resolution to allow the ready identification of any individual committing a crime anywhere on or adjacent to the property. The recordings shall be maintained for a period of not less than thirty (30) days and shall be made available by the collective to the Whittier Police Department and Department of Police Services upon request.
12. The property within which the Medical Marijuana is located shall have a centrally-monitored fire and burglar alarm system.
13. No Written Recommendations for use of Medical Marijuana shall be issued on-site.
14. A Collective shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages, nor shall alcoholic beverages be consumed on the premises or in the public right-of-way within fifty feet of a Collective.
15. No person shall be present on the premises of a Collective at any time while intoxicated and/or under the influence of alcohol or any controlled substance, as defined in California Health & Safety Code Section 11007.
16. The interior of a Collective shall be configured such that there is an unobstructed view by a manager, by use of the naked eye, and unaided by video, closed circuit cameras or any other means, of every public area of the premises. No public area shall be obscured by any door, curtain, wall, two-way mirror, or other device. A manager shall be in the public portion of the collective at all times it is in operation or open to the public in order to enforce all rules and regulations.
17. Buildings and structures shall not be painted or surfaced with any design that would simulate a sign or advertising message and cannot be established or maintained such that the exterior appearance of the structure is substantially inconsistent with the external appearance of structures on abutting properties.
18. Advertisements, displays of merchandise, signs or any other exhibit depicting the activities of the Collective placed within the interior of buildings or premises shall be arranged or screened to prevent public viewing from outside such building or premises.

19. Hours of operation shall be limited to: Monday – Saturday, 10:00 a.m. – 7:00 p.m. and Sunday noon – 7:00 p.m.
20. Collectives shall only dispense Medical Marijuana to qualified patients and their caregivers as defined by California Health and Safety Code Section 11362.5 (Proposition 215) and any state regulations adopted in furtherance thereof, including Health & Safety Code Section 11362.7 et seq. (adopted as the “Medical Marijuana Program Act”) and who are members of the Collective. This shall include possession of a valid doctor’s recommendation, not more than one-year old, for Medical Marijuana use by the patient.
21. A Collective shall notify patrons of the following verbally and through posting of a sign in a conspicuous location readily visible to persons entering the premises, which sign shall state:
 - i. Use of Medical Marijuana shall be limited to the patient identified on the doctor’s recommendation. Secondary sale, barter or distribution of Medical Marijuana is a crime and can lead to arrest.
 - ii. Patrons must immediately leave the site and not consume Medical Marijuana until at home or in an equivalent private location. Collective staff shall monitor the site and vicinity to ensure compliance.
 - iii. Forgery of medical documents is a felony crime.
 - iv. Entry into the premises by any person under the age of 18 is prohibited, except for a qualified patient and accompanied by a parent or legal guardian.
22. Collectives shall only provide Medical Marijuana to an individual in an amount consistent with personal prescribed medical use.
23. Collectives shall not store more than two hundred dollars (\$200.00) in cash reserves overnight on the premises and shall make at least one daily bank drop that includes all cash collected on that business day.
24. Any patient under 18 years of age shall be accompanied by a parent or legal guardian.
25. Collectives shall dispense Medical Marijuana to their members derived or obtained only from the following sources:
 - i. Limited cultivation of marijuana on-site is permitted. The space devoted to cultivation shall not exceed twenty-five percent (25%) of the total floor area, but in no case more than 1,500 square feet nor greater than ten feet in height.

- ii. From an off-site location cultivated by the Collective in accordance with applicable zoning regulations in the jurisdiction in which it is cultivated.
 - iii. From an individual qualified patient who is a member of the Collective. The patient may receive monetary compensation only in accordance with Health & Safety Code Section 11362.765 (c).
 - iv. A Collective shall not acquire marijuana from persons who are not members of the Collective.
26. Santa Fe Springs City Code Enforcement Officers, Whittier Police Officers, Fire Department Personnel, or other agents or employees of the City requesting admission for the purpose of determining compliance with these standards shall be given unrestricted access.
 27. Collectives shall comply with the provisions of Health & Safety Code Section 11362.5 (adopted as Proposition 215, the "Compassionate Use Act of 1996") or any State regulations adopted in furtherance thereof.
 28. Collectives shall have a Manager who is in full compliance with all requirements of same as set forth in this Chapter, on the premises to act as manager and supervise employees at all times during business hours.
 29. Collectives shall comply with all American with Disabilities Act, State, and City regulations. Applicant will contact City to schedule inspection and final approval.
 30. Collectives shall be organized as nonprofit or not-for-profit cooperative, collective or collaborative associations whose constituent members qualify as "primary caregivers" or "qualified patients" within the meaning of California Health & Safety Code Section 11362.7 et seq. these associations shall be formed for the benefit of their members and shall require membership applications and verification. The organization shall verify status as a caregiver or qualified patient, maintain membership records, track expiration of recommendations, and refuse membership to those who divert marijuana for non-medical use. Members shall agree not to distribute the marijuana to non-members or to use the marijuana for non-medicinal purposes.
 31. No Collective shall operate for profit. Cash and in-kind contributions, reimbursements and reasonable compensation provided by collective members towards the Collective's actual expenses incurred for the growth, cultivation and dispensing of Medical Marijuana shall be allowed, in strict compliance with State Law, all to be documented as required by this Chapter. "Reasonable compensation" shall mean compensation commensurate with reasonable wages and benefits paid to employees of IRS-qualified nonprofit organizations who have similar job descriptions, duties, required levels of education and work experience.

prior individual earnings history and number of hours worked. Payment of bonuses shall not be considered "reasonable".

32. Collectives shall meet all the operating criteria for the dispensing of medical cannabis as are required pursuant to California Health and Safety Code Section 11362.7 et seq., by this Article, by the City Manager or designee's administrative regulations for the permitting and operation of Medical Marijuana Collectives and by the Attorney General's Guidelines.
33. All Collectives shall maintain sufficiently detailed written records regarding their verification that medical marijuana is dispensed only to qualified patients and primary caregivers under the California Compassionate Use Act, Health and Safety Code Section 13362.5, et seq. These written records are subject to periodic inspection by the Department of Police Services, in order to ensure compliance with this section, as authorized by state and federal law.
34. Collectives shall allow the City Manager or designee to have access to the entities books, records, accounts, and any and all data relevant to its permitted activities for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data will be produced no later than twenty-four (24) hours after City Manager or his/her designees request. The City shall not inspect or copy private medical records without a properly executed search warrant, subpoena or court order, except that the City shall have access to records sufficient to verify that the Collective is not dispensing Medical Marijuana to any individual who does not have a current, valid prescription for Medical Marijuana on file with the Collective.
35. Collectives shall provide litter removal service at least once a day of operation on and in front of the premises and, if necessary, on public sidewalks within hundred (100) feet of the premises.
36. Signage for the establishment shall be limited to one wall sign not to exceed ten (10) square feet in area; such sign shall not be illuminated and require approval from the City's Department of Planning and Development.
37. A Collective shall meet any specific, additional operation procedures and measures as may be imposed as conditions of approval by the City Manager or designee in order to insure that the operation of the Collective is consistent with protection of the health, safety and welfare of the community, qualified patients and caregivers, and will not adversely affect surrounding uses.
38. The proposed buildings, including any lighting, fences, walls, cabinets, and poles shall be maintained in good repair, free from trash, debris, litter and graffiti and

other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches, as closely as possible, the color of the existing and/or adjacent surfaces.

39. A Collective shall provide an emergency phone number and a contact person to the Department of Police Services and the Fire Department. The name, telephone number, fax number and e-mail address of that person shall be provided to the Director of Police Services and the Fire Chief no later than 30 days from the date of approval of the permit. Emergency information shall allow emergency services to reach the applicant or their representative any time, 24 hours a day.
40. A Collective shall obtain, and shall at all times maintain a Business Operations Tax Certificate (BOTC).
41. A Collective shall post its Permit, as well as its BOTC, in a conspicuous place at the premises, and shall display the same at all times.
42. Collectives shall comply with all applicable requirements of the City Code, as well as applicable State laws and regulations.
43. Collectives shall receive only compensation for actual expenses, including reasonable compensation incurred for services provided to an eligible qualified patient or person with an identification card, or written recommendation, to enable that person to use Medical Marijuana pursuant to California Health and Safety Code Section 11362.7 et seq., or for payment for out-of-pocket expenses incurred in providing those services, or both.
44. Permittees and Collectives shall defend, indemnify, hold harmless and release the City and its officers, employees, or agents, from and against any liability for any injuries or damages that result from, or are in any way related to, the operation of the Collective and any activities appurtenant thereto..

126.06 NUMBER AND DURATION OF PERMITS; RENEWALS AND REVOCATION.

The number of permitted Collectives operating in the City shall not exceed four at any given time. In the event that at any time the number of qualified applicants exceeds the number of available permits, Permits shall be issued based on a lottery system to be devised by the City Manager or designee. Permits issued pursuant to this Chapter shall expire one year after the date of issuance, and may be renewed by the City Manager or designee for additional one-year periods thereafter. The City Manager or designee may revoke a Permit for material cause. Any refusal to renew a Permit or revocation of a Permit is appealable by the Permittee to the City Council. Such appeal shall be untimely unless it is made, in writing, and received by the City Clerk not later than 10 days after receipt by the Permittee of notice of refusal to renew or notice of revocation. In the event of such timely appeal, the decision of the City Council shall be final.

126.07 ASSIGNMENT OF PERMIT PROHIBITED.

The assignment of or attempt to assign any Permit issued pursuant to this Chapter is unlawful and any such assignment or attempt to assign a Permit shall render such Permit null and void.

126.08 REGULATORY FEES.

Each application for a Permit must be accompanied by an Application Fee. Upon approval of an Application, a Permit Fee shall be due, and payable before a Collective commences operations. A Renewal Fee shall be due and payable before the expiration of any Permit Term. The amounts of such fees shall be set by City Council Resolution.

126.09 AUDITS.

No later than February 15 of each year, each Collective shall file with the City's Department of Administrative Services and the Department of Police Services an audit of its operations for the previous calendar year, completed and certified by an independent Certified Public Accountant in accordance with generally accepted auditing and accounting principles. The audit shall include but not be limited to a discussion, analysis, and verification of each of the records required to be maintained by this Chapter.

126.10 VIOLATIONS AND ENFORCEMENT.

Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by this Code. Additionally, as a nuisance per se, any violation of this Chapter shall be subject to injunctive relief, revocation of the Collective's Permit, revocation of the certificate of occupancy for the location, disgorgement and payment to the City of any fees, and any other relief or remedy available at law or equity. The City may also pursue any and all remedies and actions available and applicable under local and State laws for any violations committed by a Collective and/or persons related or associated with a Collective.

126.11 NO PROTECTIONS AGAINST OTHER LIABILITIES.

The provisions of this Chapter shall not be construed to protect Collective owners, operators, and employees, or their clients from prosecution pursuant to any laws that may prohibit the cultivation, sale, use, or possession of controlled substances. Moreover, cultivation, sale, possession, distribution, and use of marijuana remain violations of federal law as of the date of the Ordinance creating this Chapter and this Chapter is not intended to, nor does it, protect any of the above described persons from arrest or prosecution under those federal laws. Owners, operators and Permittees remain subject to any and all risk and any and all liability that may arise or result under State and federal criminal laws from operation of a Medical Marijuana dispensary.

SECTION 3. Any Medical Marijuana Collective, dispensary, operator, establishment or provider which is in operation in the City as of the effective date of this Ordinance is operating illegally, and is subject to abatement or prosecution. Any such Collective, etc., must immediately cease operation until such time, if any, that it complies fully with the requirements of this Chapter. No Medical Marijuana Collective, dispensary, operator, establishment, or provider that existed prior to the enactment of this Chapter shall be deemed to be a legally established use or a legal nonconforming use under the provisions of this Chapter or the City Code.

SECTION 4. Severability. If any part or provision of this Ordinance or the application to any person or circumstance is held invalid, the remainder of this Ordinance, including the application of such part of provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of the Ordinance are severable.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting held this ____s day of _____, 2010 by the following vote:

AYES: Councilmember:

NOES: Councilmember:

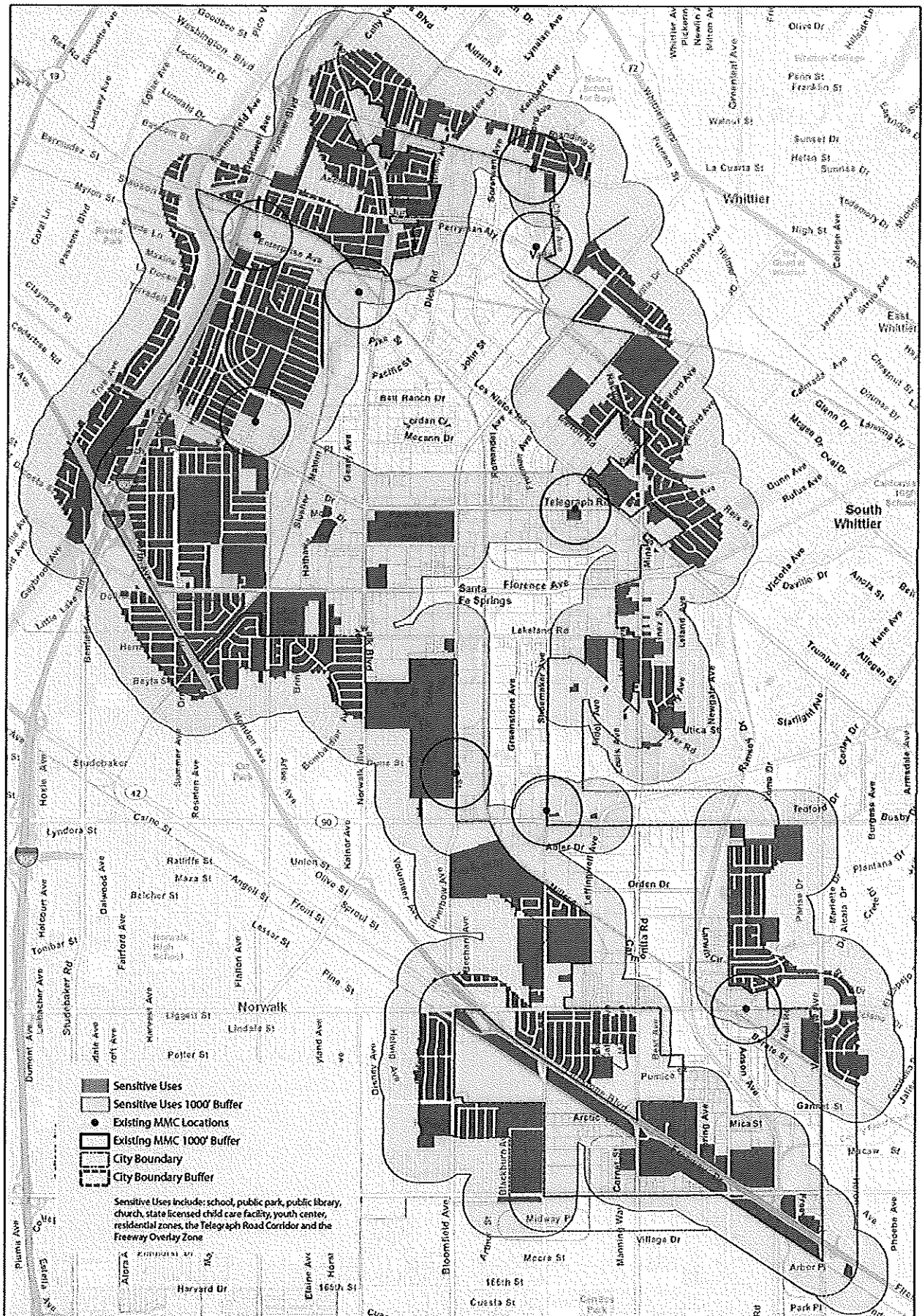
ABSENT: Councilmember:

ABSTAIN: Councilmember:

MAYOR

ATTEST:

CITY CLERK



THE CITY OF SANTA FE SPRINGS Medical Marijuana Collective | Possible Location Criteria



Date: 05.01.10 0 1200 2400 3600'



City of Santa Fe Springs

City Council Meeting

June 10, 2010

PUBLIC HEARING

Resolution No. 9262 – Public Hearing for City of Santa Fe Springs Lighting District No. 1 (FY 2010/2011)

RECOMMENDATION

That the City Council conduct the Public Hearing and if protests of less than 50% of the area of assessable land within the lighting district are received, adopt Resolution No. 9262 confirming the diagram and assessment, and providing for annual assessment levy.

BACKGROUND

At the Council meeting of May 13, 2010, the City Council adopted Resolution No. 9254 declaring its intention to provide an annual levy and collection of assessments for certain maintenance in an existing district, and setting a time and place for a Public Hearing in accordance with the Landscaping and Lighting Act of 1972. Resolution No. 9254 set the Public Hearing for 6:00 p.m., June 10, 2010.

The net assessment to be spread over the district for fiscal year 2010-2011 is \$213,100. This sum of \$213,100 will be assessed according to the benefits received by properties located within Santa Fe Springs Lighting District No. 1, and is dependent upon the use of the property as outlined in Appendix "A" of the Engineer's Report. State law requires spreading assessments based on benefit received; therefore, assessments will vary considerably.

The methodology for spreading assessments and the assessment rates spread over the district remain unchanged from the 2009-2010 assessments and, therefore, comply with the requirements of State Proposition 218.


FISCAL IMPACT

The original establishment of the Assessment District provided the mechanism to off-set the incremental costs of street lighting in the commercial/industrial areas above the base amount of \$169,300. Although the net assessment of \$213,100 does not cover this incremental cost, staff is recommending an assessment at this level to work within the constraints of both the Landscaping and Lighting Act of 1972 and Proposition 218.

INFRASTRUCTURE IMPACT

By special benefit assessments, the Lighting District provides a portion of the funding for the installation, maintenance and operation of the street lighting system in the City of Santa Fe Springs.

Attachment(s)
Resolution No. 9262


Frederick W. Latham
City Manager

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

Date of Report: June 2, 2010

7

RESOLUTION NO. 9262

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
CONFIRMING A DIAGRAM AND ASSESSMENT
AND PROVIDING FOR ANNUAL ASSESSMENT LEVY

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

CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT

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

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

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

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

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

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

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

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

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

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

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

CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT

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

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

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

APPROVED and ADOPTED this 10th day of June, 2010.

MAYOR

ATTEST:

CITY CLERK



City of Santa Fe Springs

City Council Meeting

June 10, 2010

PUBLIC HEARING

Request for an Appropriation of \$66,800 to Install New Communication Link from Police Services Center to Whittier Police Station and award a contract to Advance Electronics for installation of a "Point to Point" Wireless Communication System.

RECOMMENDATION

It is recommended that:

1. The City Council open the Public Hearing for those wishing to speak on this matter.
2. Re-appropriate \$47,900 from the Recovery Act Justice Assistance Grant previously allocated for the Los Angeles Probation Officer and appropriate State COPS Grant funds in the amount of \$18,900 for "Point to Point" wireless communication system.
3. Award a contract to Advance Electronics for the installation of a "Point to Point" wireless communication system from the Police Services Center to the Whittier Police Station.

BACKGROUND

Currently, the City's Department of Police Services (PSC) budget includes the cost of a T-1 connection from the Police Services Center to the Whittier Police Department Station (WPD) for the purpose of transmitting law enforcement information back and forth between both locations. The annual cost of this T-1 connection is approximately \$8,900.

Over the past year, the transmission of law enforcement data between the PSC and WPD has been extremely slow due to the volume of data being transmitted and limited size of the connection. As a result, staff from both cities explored available options and determined that a "Point to Point" wireless connection is the best technology available to address the needs of both departments.



City of Santa Fe Springs

City Council Meeting

June 10, 2010

Staff met with three wireless connection vendors: Advance Electronics, Bear Com Wireless and Embee Technologies to discuss solutions to the department's current needs, as well as allowing for future growth. Advance Electronics was the only responsive bidder that provided a viable solution to the City.

Therefore, staff is recommending the elimination of the existing T-1 connection from the PSC to WPD, and that the City Council award the contract to Advance Electronics. Advance Electronics bid of \$66,787.54 includes an extended warranty (five year coverage) and eliminates the monthly cost of the T-1 connection.

If approved, staff would recommend utilizing two different funding sources to assist with the cost of installing the "Point to Point" wireless system. The City's allocation of Recovery Act Justice Assistance Grant funds in the amount of \$47,900 which was previously allocated for a Los Angeles County Probation Officer assigned to the PSC, and uncommitted State COPS Funds in the amount of \$18,900.

FISCAL IMPACT

There will be an annual cost saving in the amount of \$8,900 as a result of the elimination of the existing T-1 line connection and no on going cost once the "Point to Point" wireless connect is completed.

INFRASTRUCTURE IMPACT

There is no infrastructure impact statement as a result of this action

Frederick W. Latham
City Manager



City of Santa Fe Springs

City Council Meeting

June 10, 2010

NEW BUSINESS

Resolution No. 9261 – Declaring Intention to Levy Annual Assessments Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive)

RECOMMENDATION

That the City Council adopt Resolution No. 9261, declaring its intention to levy annual assessments and setting the public hearing for the Council meeting of July 6, 2010.

BACKGROUND

The Heritage Springs Assessment District was established in May 2001, pursuant to the Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highway Code), to finance the acquisition of various public improvements that were required for the development of the District.

The District also included a mechanism to provide funding on an annual basis for ongoing street maintenance which includes slurry sealing, street resurfacing and street reconstruction as needed. The requirement for a street maintenance district component was a condition of approval for the development. In FY 2007-2008, the two streets within the Heritage Springs Assessment District, Palm Drive and Hawkins Street, were slurry-sealed. Attached is Resolution No. 9261, Intention to Levy Annual Assessments in the Heritage Springs Assessment District and sets the public hearing date for July 6, 2010.

FISCAL IMPACT

The District has a positive financial impact on the City because a benefit assessment district is used to fund the street maintenance costs attributable to this development.

INFRASTRUCTURE IMPACT

No impact.


Frederick W. Latham
City Manager

Attachment(s)

Resolution No. 9261
Exhibit A

Report Submitted By: Don Jensen, Director
Public Works Department

Date of Report: June 2, 2010

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RESOLUTION NO. 9261

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
DECLARING INTENTION TO LEVY ANNUAL ASSESSMENTS
FOR THE HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1 FOR
FISCAL YEAR 2010-2011**

WHEREAS, the City COUNCIL of the CITY OF SANTA FE SPRINGS, CALIFORNIA has conducted proceedings under and pursuant to the Municipal Improvement Act of 1913, Division 12, California Streets and Highways Code (the "Act") and Resolution of Intention No. 6624, adopted May 10, 2001 (the "Resolution of Formation"), to form the Heritage Springs Assessment District 2001-1 (the "Assessment District"), to authorize the levy of special assessment upon the lands within the Assessment District, to acquire and construct public streets and other improvements, all as described therein; in what is known and designated as

**CITY OF SANTA FE SPRINGS
HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1**

WHEREAS, pursuant to Section 10100.8 of the Act and the Resolution of Formation, this Council declared its intention to levy assessments (the "Assessments") for maintenance, repair or improvement, including all expenses required for resurfacing and repair to public streets (the "Maintenance") in and adjacent to the Assessment District to keep such acquisitions and improvements in good operating conditions; and

WHEREAS, under the Act, this Council is authorized to levy the Assessments each year for Maintenance of the Assessment District and by this Resolution expresses its intention to do so for the fiscal year 2010-2011.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The firm of Harris & Associates is designated as the Engineer of Work for these proceedings. The Engineer of Work has caused to be prepared a report, under the Act (the "Engineer's Report") and has filed the Engineer's Report with the City Clerk. The Engineer's Report has been duly considered by this Council with the aid of City staff, and is hereby deemed sufficient and preliminarily approved and shall stand as the Engineer's Report for all subsequent proceedings of the City for the Assessments for the Next Fiscal Year. Reference is hereby made to the Engineer's Report for a full

and detailed description of the budget for the Maintenance for the Next Fiscal Year and the proposed Assessments upon the described, assessable lots and parcels of land within the Assessment District.

PUBLIC HEARING

SECTION 3. NOTICE IS HEREBY GIVEN THAT THURSDAY, THE 6TH DAY OF JULY, 2010 AT THE HOUR OF 6:00 O'CLOCK P.M., WHICH IS THE REGULAR MEETING OF THE CITY COUNCIL, IN THE COUNCIL CHAMBERS, IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS FOR THE HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1, AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION. ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

NOTICE

SECTION 4. The City Clerk is hereby authorized and directed to publish a copy of this Resolution. Said publication shall not be less than ten (10) days before the date for said Public Hearing.

PROCEEDING INQUIRIES

SECTION 5. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

Donald K. Jensen
City Engineer
CITY OF SANTA FE SPRINGS
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511

SECTION 6. This resolution shall take effect from and after its adoption.

APPROVED and ADOPTED on the regular meeting of the City Council of the City of Santa Fe Springs, State of California, on this 10th day of June, 2010.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT "A"

**NOTICE OF INTENTION TO LEVY ANNUAL ASSESSMENTS IN THE CITY OF
SANTA FE SPRINGS FOR THE HERITAGE SPRINGS ASSESSMENT DISTRICT
2001-1 FOR FISCAL YEAR 2010-2011**

THE CITY COUNCIL OF CITY OF SANTA FE SPRINGS GIVES NOTICE THAT:

1. This Council has conducted proceedings under and pursuant to the Municipal Improvement Act of 1913, Division 12, California Streets and Highways Code (the "Act") and Resolution of Intention No. 6624, adopted May 10, 2001 (the "Resolution of Formation"), to form the Heritage Springs Assessment District 2001-1 (the "Assessment District"), to authorize levy of special assessment upon the lands within the Assessment District, to acquire and construct public streets and other improvements and is authorized to levy assessments (the "Assessments") on properties within the Assessment District to pay for certain street maintenance costs (the "Maintenance").
2. Pursuant to the Act, this Council will hold a public hearing on July 6, 2010, in the Council Chambers, City Offices, 11710 Telegraph Road, Santa Fe Springs, California. At the public hearing, the Council will hear all persons interested in the Assessments, consider all objections to the Assessments, if any and take final action on the levy of the Assessments for the Maintenance in accordance with the Engineer's Report for the Fiscal Year shown above. The public hearing may be continued from time to time as determined by the Council, without further published or written notice.
3. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

Donald K. Jensen
City Engineer
CITY OF SANTA FE SPRINGS
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511



City of Santa Fe Springs

City Council Meeting

June 10, 2010

NEW BUSINESS

Approval of Parcel Map No. 71142 – Northeast Corner of Telegraph Road and Carmenita Road

RECOMMENDATION

That the City Council take the following actions:

1. Approve Parcel Map No. 71142;
2. Find that Parcel Map No. 71142 together with the provisions for its design and improvement, is consistent with the City's General Plan; and
3. Authorize the City Engineer and City Clerk to sign Parcel Map No. 71142.

BACKGROUND

Parcel Map No. 71142 is a subdivision that would consolidate 5 (five) parcels of approximately 17.47 acres into a single parcel within a commercial shopping center (Santa Fe Springs Plaza). The parcels are in the C-4-PD, Community Commercial-Planned Development Overlay, Zone, and within the Consolidated Redevelopment Project Area. The subdivision is generally located on the northeast corner of Telegraph Road and Carmenita Road. The purpose of the map is to create a single parcel subdivision to consolidate the various deed-parcels that have been conveyed over time, and also to remove any potential issue of existing buildings or proposed buildings that currently are or maybe constructed crossing an existing deed line.

The Planning Commission approved the tentative map at their meeting of September 14, 2009. A full-sized copy of this map is available in the office of the City Clerk.

FISCAL IMPACT

None.

INFRASTRUCTURE IMPACT

None.


Frederick W. Latham
City Manager

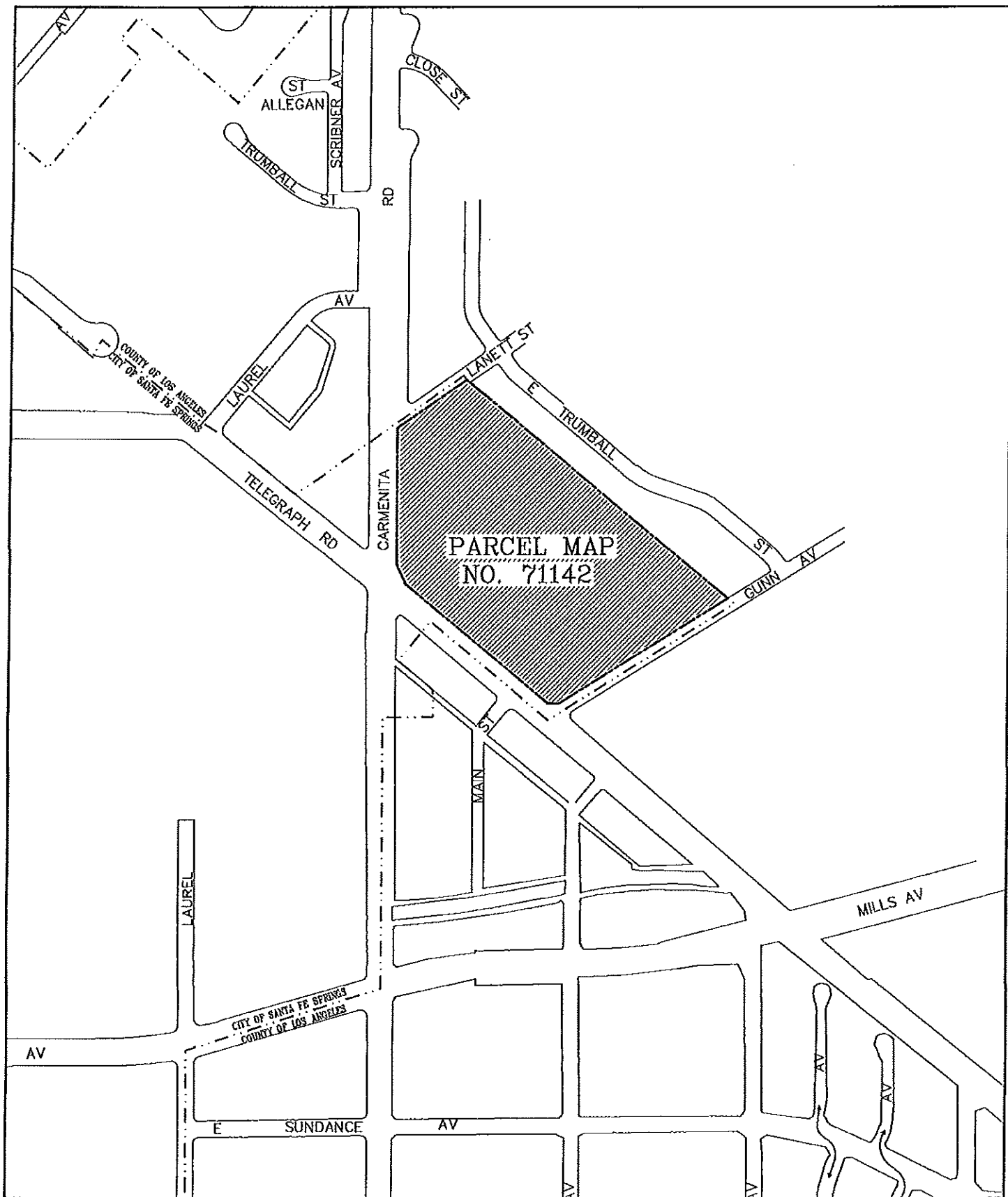
Attachment(s)

Location Map

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

Date of Report: June 2, 2010

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LOCATION MAP



City of Santa Fe Springs

City Council Meeting

June 10, 2010

NEW BUSINESS

Council approval of Resolution No. 9260, which authorizes residents of the City of Santa Fe Springs to participate in the Los Angeles County Energy Program (LACEP).

RECOMMENDATION

That the following actions be taken:

1. That the City Council authorizes the City to participate in the Los Angeles County Energy Program (LACEP); and
2. Approve Resolution No. 9260, which offers low-interest loans to property owners for energy efficient improvements to their homes.

BACKGROUND

Assembly Bill 32 is the State law mandating that California reduce greenhouse gas emissions to 1990 levels by 2020, and 80 percent below 1990 levels by 2050. Energy consumption in homes remains a leading contributor to greenhouse gas emissions. However, the No. 1 reason homeowners don't make energy efficient and renewable energy improvements is because of the high up-front costs. With the funding support from American Recovery and Reinvestment Act grants, the County has devised a program that offers low interest loans to all qualified County homeowners for the purpose of promoting energy efficiency and renewable energy improvements.

On April 6, the Los Angeles County Board of Supervisors approved a resolution to implement an AB 811 Property Assessed Clean Energy (PACE) financing program to benefit homeowners in all 88 cities and unincorporated communities of Los Angeles County by providing loans for water efficiency and energy improvements, including renewable energy, to their properties.

On May 26, the Los Angeles County Board of Supervisors conducted a public hearing and formally approved the Los Angeles County Energy Program. The program will be completely administered by the County at no cost to participating cities. These loans will be tied to property, are transferable upon sale, and will be repaid through a line item assessment on the annual property tax bill. At this time, the loans are only going to be extended to

improvements of single-family units, though commercial properties may be considered at a later date.

The actual financing of the loans to homeowners will come from the bond market, not from the grant funds. The terms of the loans have not been finalized, but it is expected that rates will not exceed 12 percent over a 20 year period.

By the end of 2012, expectations are that more than 15,000 homes will be retrofitted with a 20 percent energy savings, and that it will result in the creation of 2,600 jobs. The program will be officially launched in September. Should a homeowner participate, he or she can expect to see an average cost savings of \$450 a year in utility bills. A basic retrofit costs on average \$6,000, which includes insulations, duct-sealing, weather stripping and easy-to-install measures. The average cost for a basic retrofit and HVAC replacement is estimated at \$15,000, and it could cost an average of \$25,200 for a basic retrofit and the installation of solar panels.

All cities in the County can participate in this program so long as their City Councils adopt a resolution authorizing participation. The County has asked that participating cities work with them on outreach, but that is not a requirement. The County will administer the program in its entirety.

FISCAL IMPACT

The County will administer the program, and therefore there will be no fiscal impacts to the City.

STAFF COMMENTS

Staff recommends that the City Council approve this Resolution.


Frederick W. Latham
City Manager

Attachment(s):

- Resolution No. 9260 including:
Exhibit A – Los Angeles County Energy Program Report

RESOLUTION NO. 9260

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, STATE OF CALIFORNIA,
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE INCORPORATED
AREA OF THE CITY IN THE LOS ANGELES COUNTY ENERGY PROGRAM TO
FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES AND
ENERGY AND WATER EFFICIENCY IMPROVEMENTS, APPROVING THE REPORT
SETTING FORTH THE PARAMETERS OF THE REFERENCED PROGRAM AND
CERTAIN MATTERS IN CONNECTION THEREWITH**

WHEREAS, Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Act") authorizes cities and counties to assist free and willing property owners in financing the installation of distributed generation renewable energy sources and energy and water efficiency improvements (the "Improvements") that are permanently fixed to residential, commercial, industrial or other real property through a contractual assessment program; and

WHEREAS, the Board of Supervisors (the "Board of Supervisors") of the County of Los Angeles, a political subdivision of the State of California (the "County"), has established a contractual assessment program named the Los Angeles County Energy Program ("LACEP") pursuant to the Act; and

WHEREAS, the parameters of LACEP are set forth in the Report attached hereto as Exhibit A (the "Report") and such Report has been prepared by the Director of the Internal Services Department of the County, as Program Administrator (the "Program Administrator"), pursuant to Section 5898.22 of the Act and approved by the Board of Supervisors; and

WHEREAS, the Act authorizes the County to enter into contractual assessments with property owners located within incorporated cities only subsequent to the approval of the legislative body of the related city to participate in LACEP; and

WHEREAS, the City of Santa Fe Springs desires to participate with the County in LACEP, under terms and conditions agreed to by City and the County, and provide for participation in LACEP by property owners located within City limits; and

WHEREAS, the Santa Fe Springs Council (this "City Council") has reviewed the Report;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Council of the City of Santa Fe Springs as follows:

Section 1. The recitals set forth hereinabove are true and correct in all respects.

Section 2. This City Council finds and declares that properties in the City's incorporated area will be benefited by participation in LACEP.

Section 3. This City Council ratifies the resolution adopted by the Board of Supervisors on April 6, 2010 declaring the Board of Supervisors' intention to order the implementation of a contractual assessment program to finance Improvements pursuant to the Act.

Section 4. This City Council hereby approves the Report substantially in the form attached hereto as Exhibit A and finds and determines that changes to the parameters of LACEP that are not material in nature do not require the approval of this Council.

Section 5. This City Council hereby approves the inclusion in LACEP of all of the properties in the incorporated area within the City, as same may be amended through annexation from time to time, the acquisition, construction and installation within City limits of the Improvements set forth in the Report upon the request and agreement of the affected property owner, and the assumption of jurisdiction thereover by the County for the aforesaid purposes. The adoption of this Resolution by this City Council constitutes the approval by the City to participate in the LACEP. This City Council further authorizes the County to set the terms of and implement LACEP and to take each and every action necessary or desirable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance of bonds secured by such contractual assessments.

Section 6. The City Clerk is directed to file a certified copy of this Resolution with the Clerk of the Board of Supervisors of the County.

Section 7. City staff is authorized and directed to coordinate with the County, including the Program Administrator and County staff, to facilitate operation of LACEP. City staff is also authorized and directed to do all acts and things which may be required by this Resolution, or which may be necessary or desirable in carrying out LACEP as described in the Report, as may be amended from time to time, and approved by this Resolution, and all matters incidental thereto.

PASSED, APPROVED, AND ADOPTED this 10th day of June 2010.

MAYOR

ATTEST:

DEPUTY CITY CLERK

*Los Angeles County
Energy Program
(LACEP)*



PROGRAM REPORT

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Appendix A: Area Map

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I. INTRODUCTION

The Los Angeles County Energy Program ("LACEP" or "Program") is intended to help property owners make capital investments in distributed generation renewable energy sources and energy efficiency and water efficiency improvements (collectively known as "Improvements") that will provide long-term benefits and reduced energy bills. The Program will provide a financing mechanism for the Improvements through an assessment contract (the "Assessment Contract") between the County of Los Angeles (the "County") and the property owner, pursuant to which the County will disburse a specified amount to the property owner. The property owner will pay contractual assessments levied against the property through annual installments on the property tax bill. If the owner sells the subject property prior to full repayment of the assessment, the repayment obligation remains a lien on the subject property. The County intends to finance the Program in part by issuing (or causing to be issued) bonds payable from contractual assessment revenues. Participation in the Program is completely voluntary and property taxes for non-participating property owners are unaffected by the Program.

This Program Report ("Report") is prepared pursuant to Section 5898.22 of Chapter 29 of the California Streets and Highways Code ("Chapter 29") in connection the establishment of LACEP. It includes the following:

- 1) A map showing the boundaries of the Program - the territory within which contractual assessments are proposed to be offered. See Appendix A attached hereto.
- 2) A draft Assessment Contract specifying the terms and conditions that would be applicable to the property owner and the County. See Appendix C attached hereto.
- 3) A statement of County policies concerning voluntary contractual assessments, including all of the following:
 - Identification of the types of facilities, distributed generation renewable energy sources, or energy or water efficiency improvements that may be financed through the use of contractual assessments.
 - Identification of one or more County officials authorized to enter into voluntary contractual assessments on behalf of the County.
 - A maximum aggregate dollar amount of voluntary contractual assessments.
- 4) A method for establishing priority order among the requests from property owners for financing through LACEP.
- 5) A financing plan for raising capital.
- 6) A report on the results of consultations with the County Auditor-Controller concerning the additional fees, if any, that will be charged for incorporating the proposed voluntary contractual assessments into the general taxes of the County on real property, and a plan for financing the payment of those fees.

Background

Widespread implementation of distributed generation renewable energy sources and energy efficiency and water efficiency measures in existing buildings within the County will help the State of California ("State") reach the greenhouse gas reduction goals set forth under State Assembly Bill 32 ("AB 32") and help the County and surrounding cities achieve their own targeted reductions. Participating property owners can help to achieve greenhouse gas reductions, reduce water and energy use, and save money by investing in these measures.

Chapter 29 authorizes various public agencies, including counties and cities, to designate areas within which free and willing property owners can enter into contractual assessments to finance the installation of improvements that are permanently fixed to residential, commercial, industrial, agriculture or other real property. LACEP is the voluntary contractual assessment program developed by the County pursuant to

Chapter 29. Any assessments and liens under LACEP are levied only with the consent of free and willing owners of the property on which Improvements are to be made. The Program will provide financing for qualifying property owners within the County to install Improvements pursuant to the terms and conditions of the Assessment Contracts. Property owners will pay contractual assessments levied against their property in installments on their property tax bills. Each contractual assessment is tied directly to the applicable property and any unpaid amount at sale or other disposition of the property will remain on the property and become the responsibility of the subsequent owner.

Program Benefits

LACEP is intended to provide multiple benefits, including the potential for reduced utility bills for participating property owners. LACEP also offers a means of financing Improvements with a lower equity contribution than may be required in a conventional financing and establishes a loan obligation that is attached to the property and not to the individual borrower. The financing is intended to be competitive with conventional fixed-rate loans and provide for a streamlined financing and repayment process. All available State, utility or other energy efficiency, water efficiency or renewable energy rebates, incentives and all State and federal tax credits remain available to the property owner in connection with the Improvements (subject to applicable rules, restrictions, regulations and the current status of programs administered by other such entities), unless otherwise specified.

Incorporated cities may participate in LACEP without incurring the costs of forming separate programs because LACEP's geographical boundary is coterminous with the County's boundaries and includes, subject to such cities' approval of participation in LACEP, all 88 incorporated cities. Having a single program available to all residents of the County is anticipated to increase participation by eliminating confusion for residents in finding the appropriate program. Cities may join LACEP by adopting a resolution allowing property owners in their respective jurisdictions to apply for financing and implement Improvements under LACEP.

The Program seeks to mitigate long-term regional greenhouse gas production through the reduction of energy usage from traditional utility sources and help the County and participating cities satisfy the State's greenhouse gas reduction goals under AB 32. When it was signed into law in 2006, AB 32 established statewide goals for the reduction of greenhouse gas emissions and may yet require counties and cities to adopt regional greenhouse gas emission limits similar to the statewide target of achieving 1990 levels of greenhouse gas emissions by 2020. To the extent permitted by law, the County will hold and retain any carbon credits, offsets, carbon cap allocations, or other benefits attributable to the Improvements financed by LACEP. It is the intention of the County to apply any benefits resulting from such carbon credits to the furtherance of LACEP.

LACEP has the potential to provide a significant industry shift in the region towards an energy efficiency, water efficiency and renewable energy economy. LACEP aims to be a catalyst in spurring a new "green" economy in the County by supporting energy project inspection and installation jobs, job training and workforce development, local manufacturing and distribution, research and development, and marketing and outreach.

For the first few years of the Program, American Recovery and Reinvestment Act ("ARRA") grants will be used to partially fund LACEP. By the end of the ARRA funding term in 2012, LACEP seeks to achieve the following goals:

1. Retrofit 15,000 single-family homes with a 20% average energy reduction.
2. Create 1,600 home energy retrofit jobs and 1,000 ancillary jobs.
3. Reduce annual purchased energy consumption in retrofitted homes by an aggregate 150 billion British Thermal Units and \$2 million in utility charges per year.
4. Reduce the County's annual greenhouse gas emissions attributable to energy consumption in its existing housing stock by 20,000 tons of carbon dioxide.

The benefits to both the regional economy and the environment are expected to increase once individual cities join LACEP, as the above forecasts are quantified solely for unincorporated areas of the County.

Program Administration

The Program will be governed by the Board of Supervisors of the County of Los Angeles, which will approve the Program parameters, approve the issuance of bonds, and delegate authority to authorized officers to administer the Program.

The Director of the County's Internal Services Department will serve as the Program Administrator and will provide day-to-day management of the Program, including design, implementation, and administration. The authority to approve and enter into individual Assessment Contracts will be delegated by the Board of Supervisors to the Program Administrator.

The County Office of Sustainability ("COS"), within the Internal Services Department, and the Program Administrator will manage all Program activities, including, but not limited to, the following:

- Marketing and community outreach;
- Energy surveys and technical support for individual projects;
- Customer service, including question and answer support to interested Program participants;
- Assisting in project development;
- Processing Program applications;
- Managing and tracking funds available for financing Improvements;
- Managing and tracking progress of the Improvements and financing therefor;
- Tracking individual and collective energy and greenhouse gas benefits;
- Integrating LACEP with other County, State, utility and regional rebate/incentive programs;
- Working and coordinating with participating cities and other jurisdictions;
- Providing information on local and regional environmental programs; and
- Reporting progress and expenditures according to mandated reporting methods applicable to appropriated funds, including amounts received pursuant to ARRA.

These activities are intended to provide quality Program design, administration and implementation for qualifying property owners who may otherwise be unable to finance and install the Improvements.

Program Duration

Unless otherwise directed by the Board of Supervisors, the Program will continue as long as there is sufficient demand and funding for the Improvements.

II. PROGRAM REQUIREMENTS

Geographic Parameters and Participating City Requirements

LACEP is available in the unincorporated areas of the County immediately upon establishment of the Program by the Board of Supervisors. Cities within the County may join LACEP and make assessment financing available to qualifying property owners located within their city's boundaries. Anytime after the County's establishment of the Program, a city's legislative body may adopt a resolution requesting inclusion in the County Program. Pursuant to such resolution to participate in the Program, the city will find and declare that the properties in the city's incorporated area will benefit from participation. Further, the city's resolution will authorize the County to set the terms of LACEP, implement the Program, and take action necessary for financing the Improvements.

Participation in LACEP offers cities and their property owners the following advantages:

- An opportunity to save money through energy and water efficiency improvements;
- The ability to take advantage of substantial financial incentives and rebates from multiple sources;
- A financing mechanism that establishes an obligation that remains attached to the property; and
- Job creation and stimulation of the economy.

Cities may elect to withdraw from participation in LACEP by adopting a resolution terminating their involvement. If a participating city elects to withdraw from LACEP, no future assessment financing will be made in that city, but assessment obligations made previous to the city's termination will remain in effect. A map showing the Proposed Program boundaries is attached in Appendix A.

Eligible Owners and Properties

All owners of improved real property within participating areas are eligible to submit an application for LACEP. Qualifying property owners may be individuals, associations, business entities, cooperatives and any owner who pays real property taxes. At this time, financing through LACEP is not available for properties that are not subject to property taxes, such as governmental entities and certain non-profit corporations.

To protect the Program from defaults and to improve access to the capital markets, property owners must meet the following minimum requirements to qualify for financing:

- Property is located within Los Angeles County, and if within the boundaries of a city, the city has adopted a resolution to join the Program;
- Applicant is the legal owner of the property;
- All legal owners of the property agree to participate in the Program;
- The property is not subject to involuntary liens as set forth in the Assessment Contract or any other Program document;
- Property taxes and assessments are current on the property and have not been delinquent for a period up to 5 years (or since the date of the most recent transfer if less than 5 years);
- Property owner certifies that he/she is not in bankruptcy and the property is not an asset in a bankruptcy proceeding;
- Property owner certifies that he/she has not declared bankruptcy within the last 10 years;
- Property owner certifies and demonstrates that he/she is current on his/her mortgage, has not defaulted on the deed(s) of trust and can legally enter into the Program;
- Improvement costs are reasonable to property value. Property must meet a minimum value-to-lien ratio¹;
- Property must meet a positive equity test and not exceed a maximum loan-to-value² ratio; and
- Property is subject to the appropriate jurisdiction's (County, city, or town) permitting and inspections and all other applicable federal, State, and local codes and regulations.

Property owners may submit more than one application for funding under the Program if additional Improvements are desired by the owner. However, all existing criteria must be met at the time of each new application. Valuation of the property will reflect either the assessed value or the market value as determined by using established industry approved methodologies. Costs for the scope of work will be based on contractor estimates, quotes provided by the property owner, and general industry standards. Additional due diligence or underwriting criteria may be required for the financing of large projects.

¹ Value of the property divided by the amount of the contractual assessment.

² Aggregate total of all liens secured by real estate mortgages on the property divided by the value of the property.

The Program Administrator may exercise discretion in determining eligibility and any additional criteria required for financing Improvements. Furthermore, the minimum eligibility requirements provided in this Report are subject to change pursuant to the future financing needs of the Program.

Eligible Improvements

The Program provides property owners the opportunity to take advantage of a wide range of Improvements, subject to the following provisions:

- The Program will only finance distributed generation renewable energy sources and energy efficiency and water efficiency measures that are permanently fixed to the property.
- Property owners who elect to engage in broader retrofit projects (such as residential or nonresidential remodeling) will only be provided financing for costs associated with Improvements available under the Program.
- The Program is intended to finance the replacement of working, inefficient equipment and building materials and the installation of new equipment and building materials that reduce energy consumption (beyond that required by existing, applicable building codes), produce renewable energy, or reduce energy in connection with water usage. The Program will also make financing available for purchasers of residential, commercial or industrial properties who wish to add Improvements after transfer of title is complete.
- Property owners are responsible for the Improvements installed on their property. Property owners must address performance and other system-related issues directly with the installer in accordance with the terms of their contract with the installer. Property owners are responsible for maintenance and repair of the Improvements.

Examples of Improvements available for financing under LACEP are provided in Appendix B.

Eligible Costs

Eligible costs of the Improvements include the cost of surveys and audits, permits³ and inspections, equipment, installation from licensed, approved professionals, and follow-up inspections. Installation costs may include, but are not limited to, energy audit consultations, labor, design, drafting, engineering, permit fees, and inspection charges. A qualified contractor of the property owner's choice can be selected to complete installation of Improvements.

For each property, the Program Administrator will determine whether the estimated equipment and installation costs are reasonable. The Program Administrator will evaluate market conditions and may require the property owner to provide additional bids to determine whether costs are reasonable. While the property owner will be able to choose the contractor of his/her choice, the amount eligible for the LACEP financing may be limited to the amount deemed reasonable by the Program Administrator. Projects that exceed a certain size and dollar amount may be subject to additional review.

III. PROGRAM FINANCING

Strategy to Raise Capital

The County intends to raise capital for the Program through one or more of the following financing arrangements:

- Issuing or causing the issuance of bonds pursuant to Section 5898.28 of the Streets and Highways Code, the principal and interest of which will be repaid from contractual assessments;

³ All Improvements that require permits will be required to obtain such a permit from the local jurisdiction. Final inspection will ensure that the Improvements were completed.

- Advancement of certain County funds or funds held by the County Treasurer and Tax Collector, which will be repaid through contractual assessments or reimbursed from proceeds of a debt issuance;
- Application of funds received pursuant to federal and State programs and available for LACEP financing purposes;
- Issuing debt or entering into loan arrangements to fund the Improvements; and
- Private or owner-arranged financing.

To the extent that the County issues debt, it is expected to include a debt service reserve fund in the amount sufficient to enhance the marketability of the debt. The proceeds of the debt issuance will be applied to cover the costs of Improvements, fund the debt service reserve fund, and pay costs of issuance of the debt. The County may also pursue other financing options not listed above should such options benefit the ongoing viability of the Program.

The Energy Fund

The County will create a special fund, the Energy Fund ("Fund"), which will hold contractual assessments revenues received pursuant to the Assessment Contracts. Moneys in the Fund shall be used to make payments on debt issued by or on behalf of the County, fund certain administrative costs of the Program, replenish the debt service reserve fund, if required, and repay funds advanced by the County. Amounts in the Fund may also be used to finance additional Improvements secured by contractual assessments and any other reasonable activity needed to advance the Program. Payment of the contractual assessments will be made pursuant to Assessment Contracts between the property owner and the County.

Maximum Aggregate Contractual Assessment

The County is authorized to enter into up to \$1.0 billion in aggregate dollar amount of voluntary contractual assessments. The County will coordinate the timing and issuance of debt with the goal of providing the lowest possible interest rate to qualifying property owners and maintaining the long-term financial viability of the Program.

Administrative Costs/Application Fee

The County will offer the Program as an additional County service that will help property owners achieve reductions on their energy bills and other environmental goals, while helping the County achieve its own environmental goals. The County will be responsible for:

- Development and operation of LACEP;
- Acquisition of LACEP financing;
- Overall reporting of Program status and goals, including reports to financing agencies, regulators, and stakeholders;
- Overall structure and enforcement of Program governance; and
- Management and administration of LACEP consultants needed to perform services under the Program.

Certain administrative costs are anticipated in connection with the aforementioned responsibilities. All or a portion of such administrative costs may be financed through the interest component of the contractual assessment. The Program may also assign direct fees or charges to property owners for certain services provided during the process of securing an Assessment Contract. The County will recover a portion of these initial administrative costs through a one-time application fee.

Maximum Disbursement Amounts

The County will set a maximum disbursement amount for individual properties under the Assessment Contract. Where possible, the actual amount disbursed to a participating property owner pursuant to an Assessment Contract will equal the actual cost of Improvements. In the event that the final cost of Improvements exceeds the agreed upon maximum disbursement amount, the property owner will be solely responsible for the payment of excess costs incurred to complete the Improvements.

Single and Multiple Disbursements

Most disbursements will be delivered to property owners in a single payment upon completion of the Improvements. However, upon Program Administrator approval, some projects may qualify for multiple disbursements, which will allow for one or more payments to be made prior to project completion.

Assessment Interest Rate

The County will set a maximum interest rate for individual properties under the Assessment Contract. The final interest rate will be determined such that the total amount of contractual assessment payments (principal and interest) will be sufficient to repay the debt issued to finance the Improvements, pay the financing costs of such debt issuance, finance a debt service reserve fund with respect to such debt and fund eligible administrative costs so that the Program remains financially viable. The County Treasurer and Tax Collector, in conjunction with the Program Administrator, will determine individual contractual assessment interest rates. Under no circumstances will the interest rate exceed the maximum rate allowed by law.

Annual Administrative Assessment; Consultation with County Auditor-Controller

LACEP reserves the right to charge an Annual Administrative Assessment to cover costs incurred by the County for the ordinary and necessary costs of administering the levy and collection of the contractual assessments and all other administrative costs and incidental expenses related to the debt to be issued. Separate from any application fee or administrative cost recovered through amounts paid on the contractual assessment interest rate, the Annual Administrative Assessment will be collected in the same manner as the contractual assessment and may be adjusted annually to reflect changes in costs. The County Auditor-Controller has been consulted regarding any fees resulting from the incorporation of the contractual assessments into the general taxes of the County on real property. It has been determined that any such fees shall be collected pursuant to the Annual Administrative Assessment.

Assessment Term

The term of the contractual assessments will be no greater than the expected useful life of the Improvements for each individual Assessment Contract. In no event will the term of any contractual assessment exceed the maximum term allowed by law. The term of each contractual assessment will be set under the Assessment Contract.

Assessment Collection and Default

The contractual assessments will be collected in the same manner and at the same time as the general property taxes of the County. The contractual assessments are subject to the same penalties, remedies, and lien priorities in the event of delinquency and default. If any contractual assessment becomes delinquent and property taxes remain unpaid, the County shall have the right to initiate foreclosure proceedings on the subject property. The LACEP foreclosure policy will be developed in connection with future financing arrangements and will take into consideration any required covenants associated with a bond issuance.

Rebates and Incentives

Financing through the Program may coincide with current and future distributed generation renewable energy, energy efficiency and water efficiency financial incentives available from utility providers as well as local, State, federal, and other agencies. The value of expected rebates and incentives will be factored into the financing available to the property owner. The Program will advise, and may require that, participants apply for any and all applicable rebates and incentives available at the time of financing. References to rebates and financial incentives in this Report do not include income tax rebates.

Financing Process

The process for property owners to receive financing through LACEP is designed to be helpful, transparent, and straightforward. Presented below are the general procedures for the application, funding, and repayment process:

- **Education.** Property owners may access a variety of resources to learn about the Program, the financing terms, and other details. These resources may include a Program website, service centers staffed to assist property owners, and information made available at community events.
- **Application.** Property owners may apply for a funding reservation from LACEP and pay a non-refundable application fee. Applications must include a proposed project (scope of work) and a contractor bid.
- **Review and Approval.** The Program Administrator will approve an application only after confirming that the applicant and proposed project satisfy the underwriting criteria and other Program requirements.
- **Reservation of Funds.** Once the application is approved, the Program Administrator and the property owner will enter into the Assessment Contract. At this point in time, a maximum disbursement amount, loan term, and maximum interest rate will be set. The property owner will also agree to the terms and conditions of the Assessment Contract. The Program Administrator will provide assessment information to the County and an assessment lien will be filed with the County Registrar-Recorder.
- **Installation.** The property owner will receive a notice to proceed with the Improvements. A qualified installer must complete the installation of authorized Improvements on the property within the required timeframe after receiving the notice. In some cases, the Program Administrator in his/her sole discretion may grant a time extension.
- **Evidence of Compliance/ Disbursement of Funds.** The County is not obligated to disburse funds unless and until each of the requirements set forth under the Assessment Contract are satisfied or waived by the Program Administrator. Upon satisfaction of the above, the Program Administrator will release funds to the property owner in the amount of the actual cost of Improvements, but not exceeding the maximum disbursement amount set forth in the Assessment Contract. At this time, the Program Administrator will notify the property owner of the actual interest rate and amount of the contractual assessment.
- **Repayment.** After the release of funds, the County will place the assessment on the property tax roll for the tax year immediately following the disbursement date. The property owner will be expected to pay the contractual assessment installments in the amounts and at the times specified in the Assessment Contract. Prepayment of the contractual assessment will be permitted, however, penalties may apply. Any applicable penalties resulting from prepayment will be set forth in the Assessment Contract.

Priority of Funding

Applications from property owners for financing will be given priority based on the date on which the application is approved. If a request from a property owner for financing would cause LACEP to exceed the maximum amount of contractual assessments for the Program, then that application will be ineligible for financing. The Program Administrator shall retain the authority to grant exceptions to the priority status of individual applications.

Property Owner Financial Responsibilities

The following types of costs are examples of those that will be the responsibility of the property owner and will not be financed through the Program:

- Application fee;
- If applicable, title insurance and property insurance costs;
- Late payment fees;
- If applicable, costs associated with compliance with the California Environmental Quality Act; and
- Costs associated with repairs and maintenance of the Improvements.

IV. CHANGES TO THE PROGRAM REPORT

The Program Administrator may make changes to this Report that he/she reasonably determines are necessary to clarify its provisions. Any changes made to this Report that materially modify the LACEP shall only be made after approval by the Board of Supervisors.

The Program Administrator may modify the schedule of eligible Improvements attached as Appendix B and the draft Assessment Contract attached as Appendix C as deemed necessary or desirable to effectuate the intent of the Program.

Appendix B: Eligible Improvements

Eligible improvements will include, but are not limited to, the following types of Improvements, subject to approval by the Program Administrator:

Energy Efficiency Improvements

- Air sealing
- Duct sealing and weather stripping
- Attic, duct, floor, roof and wall insulation
- Hot water system insulation
- Fans (Bathroom, ceiling, whole house)
- Energy efficient pool pumps
- HVAC systems
- Programmable thermostats and energy management systems
- Light fixtures
- Energy Star cool roof
- Radiant barriers
- Windows, doors, skylights
- Window film

Water Efficiency Improvements

- Hot water heater
- On-demand water recirculation control pump
- High-efficiency toilets and urinals
- Showerheads and aerators
- Smart irrigation/ Water efficient landscaping
- Rainwater harvesting system
- Grey water system

Distributed Generation Renewable Energy Improvements

- Solar hot water heating systems
- Solar thermal installation
- Solar space heating
- Photovoltaic systems
- Wind energy systems
- Fuel cell power systems

Appendix C: Draft Assessment Contract

(See attached.)

LOS ANGELES COUNTY ENERGY PROGRAM

ASSESSMENT CONTRACT

This Assessment Contract (this "Contract") is made and entered into as of this ____ day of _____, 20__, by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the "County"), and _____ and _____ (collectively, the "Owner").

WHEREAS, the County has established the Los Angeles County Energy Program ("LACEP") pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Act"), in connection with which the County may levy assessments against developed properties in the County, with the free and willing consent of the owners of the properties, to finance the acquisition and construction on and installation in the assessed properties of certain qualifying renewable energy systems and energy and water efficiency improvements.

WHEREAS, the Owner has reviewed the Program participant handbook attached as Exhibit A hereto (the "Participant Handbook") and submitted an application to participate in LACEP (the "Application"; together with Participant Handbook and this Contract, the "Contract Documents") to finance the acquisition, construction and installation of the renewable energy systems, energy efficient improvements and/or water efficiency improvements described in Exhibit B attached hereto (the "Improvements") on that certain real property of the Owner described in Exhibit C attached hereto (the "Property") and the County has approved such Application.

WHEREAS, the County may fund LACEP through a number of financing mechanisms, including with proceeds of bonds to be issued by the County, with proceeds of loans derived from bonds issued by the Los Angeles County Public Works Financing Authority (the "Authority") and from amounts to be advanced through available funds of the County.

WHEREAS, the County wishes to provide for the terms and conditions pursuant to which the Owner will participate in LACEP and pay assessments to finance the Improvements hereunder.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Financing Terms

(a) Disbursement Amount; Maximum Disbursement Amount. Subject to the conditions set forth herein, the County agrees to disburse moneys to the Owner in the amount of the actual cost of the Improvements (the "Disbursement Amount"); provided the Disbursement

Amount shall not exceed the maximum amount set forth in Exhibit B hereto (the "Maximum Disbursement"). LACEP Program Administrator (the "Program Administrator") shall determine the Disbursement Amount on the basis of the best available written evidence of the actual cost of the Improvements and in the exercise of the Program Administrator's reasonable judgment. The Owner agrees to complete the Improvements. The Owner agrees to pay for and shall be solely responsible for the payment of all costs to complete the Improvements described in the Application which exceed the Maximum Disbursement.

(b) Repayment by Owner.

(i) Assessment. In consideration of the disbursement of the Disbursement Amount, the Owner shall pay to the County an amount equal to the Disbursement Amount, certain financing costs, including any capitalized LACEP administrative expenses, and the interest accrued thereon. Such amounts shall be repaid by the Owner to the County by the payment of an aggregate assessment levied against the Property pursuant to Section 5898.30 of the Streets and Highway Code of the State of California (the "Assessment") without deduction or offset for any amounts the Owner may claim due to it by the County, all as set forth in Exhibit B attached hereto.

(ii) Interest on Assessment. Interest shall be payable in installments, computed on the basis of a 360-day year, and shall accrue on the unpaid Assessment from [the date of this contract¹][the date any portion of the Disbursement Amount is disbursed to the Owner] at the rate determined by the Program Administrator in his/her sole discretion at the time of disbursement or final disbursement, as applicable, of the Disbursement Amount. The maximum interest rate applicable to the unpaid Assessment and the interest installments therefor are set forth in Exhibit B hereto. The Program Administrator will give notice to the Owner of the interest rate applicable to the unpaid Assessment and the related interest installments as soon as practicable after its determination, which notice will be substantially in the form attached as Exhibit D hereto (the "Notice of Interest Rate and Payment Schedule").

(iii) Annual Administrative Assessment. The Owner shall pay to the County, without deduction or offset, an annual assessment levied against the Property to pay costs incurred by the County in connection with the administration and collection of the Assessment, the administration or registration of any associated bonds, securities or other financing arrangements, and the administration of any reserve fund or other related funds (the "Annual Administrative Assessment"). The Annual Administrative Assessment shall not exceed the amount set forth in Exhibit B hereto and may be changed from time to time by the Program Administrator, in his sole discretion, subject to the maximum Annual Administrative Assessment.

(iv) Financing Costs in the Event of Noncompletion. If the Owner fails to install the Improvements in compliance with LACEP requirements following execution of this Assessment Contract, the Owner shall pay for all expenses incurred by the County

¹ In the case of a County financing with accrued interest.

or any of its agents in connection with levying or removing the assessments hereunder and financing the Improvements, including costs relating to the redemption of bonds issued to finance the Improvements.

(c) Prepayment. The Owner may prepay the Assessment in whole and in part by paying all or a part of the principal amount owing on the Assessment, plus the applicable prepayment premium set forth in Exhibit B hereto, and accrued interest. Interest on the Assessment may accrue until the next available redemption date for any bonds or other evidences of indebtedness, or other financial arrangements entered into by the County pursuant to LACEP which financed the Assessment in whole or in part. Such redemption date shall not exceed ____ () days from the date of prepayment of the Assessment. The Owner shall notify the Program Administrator in writing of the Owner's determination to prepay the Assessment at least ____ () business days prior to the date the Owner intends to prepay the Assessment.

(d) Term of Contract. The term of this Contract shall be as set forth in Exhibit B hereto, commencing upon the execution hereof and ending on the date the Assessment and any applicable penalties, costs, fees, and charges have been paid in full; provided, however, the estimated payment schedule may be adjusted as provided in this Section 1. The initial amount of each Assessment and Annual Administrative Assessment installment that will be levied is set forth in Exhibit B attached hereto. The amount of each Assessment and Annual Administrative Assessment installment that will be levied each year, as adjusted to reflect the applicable interest rate determined by the Program Administrator but excluding any penalties that may accrue, is set forth in Exhibit D attached hereto.

2. Lien of Assessment and Annual Administrative Assessment; Special Benefit.

(a) Lien Against Property. The execution of this Contract by the parties constitutes the levy of the Assessment and the Annual Administrative Assessment by the Board of Supervisors against the Property without any further action required by the parties. The Owner consents to the levy of the Assessment and the Annual Administrative Assessment, including each installment thereof and any interest and penalties that accrue with respect thereto, on and recordation of a lien against the Property and agrees that, upon the execution of this Contract by the parties, the Property shall be subject to the Assessment and the Annual Administrative Assessment in accordance with and pursuant to this Contract, the Act and applicable law.

(b) Notice of Assessment; Notice of Payment of Contractual Assessment Required. Upon execution of this Contract, the County will execute and cause to be recorded in the Office of the Registrar-Recorder/County Clerk a notice of assessment substantially in the form attached as Exhibit E hereto (the "Notice of Assessment") and a document entitled "Payment of Contractual Assessment Required" substantially in the form attached as Exhibit F hereto (the "Notice of Payment of Contractual Assessment Required"). Upon recordation of the Notice of Assessment in the Office of the Registrar-Recorder/County Clerk, the Assessment and the Annual Administrative Assessment, including each installment thereof and any interest and penalties that accrue with respect to the Assessment and the Annual Administrative Assessment, shall constitute a lien upon the Property until paid. The Notice of Assessment and Notice of Payment of Contractual Assessment Required, as recorded, shall initially reflect the Assessment as set forth in Exhibit B. Following the County's final disbursement of the Disbursement

Amount pursuant to Section 6 hereof, the Assessment shall equal the amount set forth in Exhibit D and the Notice of Assessment and Notice of Payment of Contractual Assessment Required will be supplemented accordingly.

(c) Priority of Lien. The lien of the Assessment and the Annual Administrative Assessment shall be coequal to and independent of the lien for general taxes and prior and superior to all liens, claims and encumbrances on or against the Property except (i) the lien for general taxes or ad valorem assessments in the nature of and collected as taxes levied by the State of California or any county, city, special district or other local agency, (ii) the lien of any special assessment or assessments the lien date of which is prior in time to the lien date of the Assessment and the Annual Administrative Assessment, (iii) easements constituting servitudes upon or burdens to the Property, (iv) water rights, the record title to which is held separately from the title to the Property and (v) restrictions of record.

(d) Special Benefit to Property.

(i) Acknowledgement. The Owner expressly acknowledges that the Improvements confer a special benefit to the Property in an amount at least equal to the Assessment.

(ii) Waiver of Provisions Other Than Those of the Act. The Owner expressly waives to the fullest extent permitted by law the notice, protest and hearing procedures and provisions of any applicable law other than the Act with respect to the levy and collection of the Assessment and the Annual Administrative Assessment, as described in Section 2 and Section 3, respectively, hereof.

3. Collection of Amounts Due; Failure to Pay.

(a) Collection through Property Tax Bill. Annual installments of the Assessment and the Annual Administrative Assessment shall be collected on the property tax bill pertaining to the Property. The annual proportion of the Assessment and the Annual Administrative Assessment coming due in any year shall be payable in the same manner, at the same time and in the same installments as the general taxes of the County on real property are payable, and the assessment installments shall be payable and become delinquent at the same times and the same proportionate amounts and shall bear the same penalties and interest after delinquency, and be subject to the same provisions for redemption and sale, as the general taxes on real property of the County.

(b) Failure to Pay. Failure to pay any installment of the Assessment and the Annual Administrative Assessment, including interest and penalties with respect thereto, shall result in the accrual of penalties and interest on the amounts due and may result in the foreclosure of the lien of the Assessment and the Annual Administrative Assessment, as described in Section 13(e) hereof and provided by law. Except as provided in Government Code Section 53936, the liens of the Assessment and the Annual Administrative Assessment are not subject to extinguishment by judicial foreclosure or the sale of the Property on account of the nonpayment of any taxes.

4. **Commencement and Completion of Improvements.**

(a) **Consent and Authorization.** Upon the availability of funding under LACEP, the Program Administrator will give to the Owner a notice to proceed in the form of Exhibit G hereto (the "Notice to Proceed"), which notice shall constitute consent and authorization pursuant to Section 5898.21 of the Act for the Owner to purchase directly the related equipment and materials for the Improvements and to contract directly for the construction on and/or installation in the Property of the Improvements. The Owner bears the risk of any costs of the Improvements incurred prior to receipt of the Notice to Proceed. The Owner may perform the construction and/or installation on the Property provided that the Owner is deemed a qualified installer by the Program Administrator in his/her sole discretion in accordance with the Participant Handbook.

(b) **Date of Completion of the Improvements.** Subject to Section 13(g) hereof, the Owner agrees to complete installation of the Improvements no later than __ days after the date of the Notice to Proceed of this Contract. The Owner and the Program Administrator may agree to an extension of this completion date for good cause shown, but in no event shall the completion date be more than one year from the date of the Notice to Proceed.

5. **Use of Proceeds.**

The Owner shall use the Disbursement Amount for the sole purpose of paying for the reasonable costs and expenses of the Improvements on the Property, and in connection therewith the Owner shall comply with all requirements set forth in the Contract Documents.

6. **Conditions Precedent to Disbursement of Funds**

(a) **Conditions Precedent to Disbursement of Funds.** Notwithstanding anything to the contrary contained herein, the County shall have no obligation to disburse funds to the Owner unless and until each of the requirements set forth under "_____" of the Participant Handbook and the following conditions are satisfied, or any such requirement or condition is expressly waived by the Program Administrator:

- (i) With respect to the initial disbursement:
 - (A) The Program Administrator shall have received a written request to disburse the Disbursement Amount.
 - (B) The Owner has executed and delivered to the Program Administrator the Contract Documents and such other declarations, certifications, documents or instruments pertaining to the Disbursement Amount or the Improvements as the Program Administrator may require.
 - (C) The Owner will, within _____ () days of presentation by the Program Administrator, execute any and all documents or instruments required by the Contract Documents in connection with the disbursement of funds to the Owner.

- (D) If the Property is a commercial property, the Owner shall have provided all applicable lenders the Notice of Proposed Contractual Assessment set forth as Exhibit H to this Contract and received an executed copy of the Certificate of Lender set forth as Exhibit I to this contract. In addition, the Owner shall have received from the Program Administrator, at the expense of the Owner, a determination that the Improvements to be financed hereunder (a) are within one or more classes of projects exempt from the California Environmental Quality Act (commencing with Section 21000 et seq. of the California Public Resources Code, "CEQA") pursuant to Sections 15301, 15302 or 15303 of the California Public Resources Code, (b) are the appropriate subject of a negative declaration pursuant to CEQA, in which case a negative declaration to that effect will be adopted pursuant to Section 21080 et seq. of the California Public Resources Code and Section 15070 et seq. of the California Code of Regulations, or (c), is the appropriate subject of an environmental impact report pursuant to CEQA, in which case an environmental impact report shall be prepared and certified and amounts hereunder shall be disbursed only if the Improvements are subsequently approved in accordance with CEQA.
- (ii) With respect to the second and final disbursement:
 - (A) The Program Administrator shall have received a copy of a finalized permit issued by the building inspection department of the jurisdiction within which the Property is located, if applicable.
 - (B) The Program Administrator shall have received a written certification from the Owner and the contractor(s) that installed or constructed the Improvements, if any, stating that the Improvements for which disbursement is requested is complete and setting forth the actual cost of the Improvements (exclusive of any cost attributable to labor performed by the Owner pursuant to the terms and conditions of this Contract and the other Contract Documents). Such certification shall be in form and substance acceptable to the Program Administrator.
 - (C) If an inspection is required, an inspection of the Improvements and a determination by the applicable agency, authority or entity that the Improvements have been completed in full compliance with the requirements of applicable law or that any noncompliance has been waived.
 - (D) No stop payment or mechanic's lien notices pertaining to the Improvements has been filed and remain in effect as of the date of disbursement of the Disbursement Amount.

- (E) [If the Property is a commercial property, the Program Administrator shall have received a title insurance policy in form and substance acceptable to the Program Administrator in the Disbursement Amount and insuring the lien of the Assessment.]
- (iii) With respect to each of disbursement:
 - (A) As of the date of disbursement of the Disbursement Amount the representations of the Owner contained in the Contract Documents are true and correct, and no Default (as defined in Section 13(a) below) shall have occurred and be continuing.
 - (B) The Program Administrator shall have received such other documents and instruments as the Program Administrator may require, including but not limited to, if applicable, the sworn statements of contractor(s) or the Owner, if construction and/or installation is performed by the Owner in his/her capacity as a qualified installer pursuant to the Contract Documents, and releases or waivers of lien, all in compliance with the requirements of applicable law.
- (iv) If there shall be a single disbursement under this Assessment Contract, all conditions under (i) through (iii) shall be satisfied by the Owner or waived by the Program Administrator prior to disbursement.

(b) Disbursement by County. Upon satisfaction or waiver of the conditions described in paragraph (a), above, the County will disburse funds to the Owner [as soon as practicable.] The Owner expressly waives the 30-day payment period provided by Section 10403 of the Streets and Highways Code.

7. Representations and Warranties of the Owner.

For purposes of entering into this Contract, the County has relied upon the declarations, warranties and covenants of the Owner in this Contract and in the Application, which are incorporated into this Contract as if fully set forth herein. The Owner promises that each representation and warranty set forth herein is true, accurate and complete as of the date of this Contract. By accepting the disbursement, the Owner shall be deemed to have reaffirmed each and every representation and warranty made by the Owner in this Contract and in the Application as of the date of disbursement. If the Owner is comprised of the trustees of a trust, the following representations shall also pertain to the trustor(s) of the trust.

(a) Formation; Authority. If the Owner is anything other than a natural person, it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business, and is in good standing in each State in which it conducts its business. The Owner is the owner of the Property and is authorized to execute, deliver and perform its obligations under the Contract Documents, and all other documents and instruments delivered by the Owner to the County in connection therewith. The Contract Documents have been duly executed and delivered by the Owner and are valid and binding upon and enforceable against the

Owner in accordance with their terms, and no consent or approval of any third party, which has not been previously obtained by the Owner is required for the Owner's execution thereof or the performance of its obligations contained therein.

(b) Compliance with Law. Neither the Owner nor the Property is in violation of, and the terms and provisions of the Contract Documents do not conflict with, any regulation or ordinance, any order of any court or governmental entity, or any building restrictions or governmental requirements affecting the Owner or the Property.

(c) No Violation. The terms and provisions of the Contract Documents, the execution and delivery of the Contract Documents by the Owner, and the performance by the Owner of its obligations contained in the Contract, will not and do not conflict with or result in a breach of or a default under any of the terms or provisions of any other agreement, contract, covenant or security instrument by which the Owner or the Property is bound.

(d) Other Information. All reports, documents, instruments, information and forms of evidence which have been delivered to the County in connection with the Owner's application for LACEP funding are accurate, correct and sufficiently complete to give the County true and accurate knowledge of their subject matter.

(e) Litigation. There is no litigation, tax claims, actions, proceedings, investigations or other disputes pending or threatened against the Owner or the Property which may impair the Owner's ability to perform its obligations hereunder, or which may impair the County's ability to levy and collect the Assessment and the Annual Administrative Assessment.

(f) No Event of Default. There is no event which is, or with notice or lapse of time or both would be, a Default under this Contract.

8. Covenants of the Owner.

The Owner agrees and covenants to each of the following:

(a) Installation and Maintenance of Improvements. The Owner shall, or shall cause its contractor(s) to, promptly commence the Improvements and diligently continue to completion in a good and workmanlike manner and in accordance with sound construction and installation practices. The Owner shall maintain the Improvements in good condition and repair.

(b) Reports. If the Disbursement Amount is disbursed in more than one installment, the Owner agrees, upon the request of the Program Administrator, to promptly deliver or cause to be promptly delivered to the Program Administrator a written status report of the Improvements, including the acquisition and installation thereof.

(c) Compliance with Law and Agreements. The Owner shall complete all Improvements, or cause the Improvements to be completed, in conformity with all applicable laws, including all applicable federal, state, and local occupation, safety and health laws, rules, regulations, standards, and recorded instruments, covenants or agreements affecting the Property. The Owner shall comply with and keep in effect all permits, licenses, and approvals required to complete installation of the Improvements.

(d) Completion of Work. If the Disbursement Amount is disbursed in more than one installment, subject to any acceptable excuse for failure to complete the Improvements pursuant to Section 13(g) hereof, the Owner shall complete the Improvements within _____ [time period] of the initial disbursement of the Disbursement Amount.

(e) Site Visits; Utility Records; Surveys. For purposes of examining the workmanship of the Improvements, observing the quality of the Improvements and otherwise evaluating LACEP, the Owner grants the County, its agents and representatives, including without limitation the Program Administrator, the right to enter and visit the Property at any reasonable time, after giving reasonable notice to the Owner. For purposes of examining savings derived from the Improvements and other satisfying the requirements relating to grant moneys used to fund LACEP, the Owner shall also allow the County to examine and copy records and other documents of the Owner which relate to the Improvements, including utility records of the Owner and execute any consents, waivers or similar documents required by utility providers in connection therewith through the term of this Contract. The Owner also agrees to participate in any and all surveys conducted in connection with LACEP. The County is under no duty to visit the Property, observe any aspects of the Improvements or examine any records, and the County shall not incur any obligation or liability by reason of not making any such visit or examination. Any site visit, observation or examination by the County shall be solely for the purposes of protecting the County's rights under the Contract Documents.

(f) Protection Against Lien Claims. The Owner shall promptly pay or otherwise discharge any claims and liens for labor done and materials and services furnished to the Property in connection with the Improvements. The Owner shall have the right to contest in good faith any claim or lien, provided that it does so diligently and without delay in completing the Improvements.

(g) Notice to Successors in Interest. The Owner agrees to provide written notice to any subsequent purchaser of the Property that the Property is subject to an LACEP assessment lien, and to provide any subsequent purchaser a copy of this Contract.

(h) Insurance. [If the Maximum Disbursement exceeds \$_____,] the Owner shall provide, maintain and keep in force at all times until the Improvements are completed, builder's all risk property damage insurance on the Property, with a policy limit equal to the amount of the Maximum Disbursement.

(i) Notices. The Owner shall promptly notify the County in writing of any Default under this Contract, or any event which, with notice or lapse of time or both, would constitute a Default hereunder.

9. Mechanic's Lien and Stop Notices.

In the event of the filing of a stop notice or the recording of a mechanic's lien pursuant to applicable law of the State of California and relating to the Improvements, the Program Administrator may refuse to disburse any funds to the Owner, and, in the event the Owner fails to furnish the Program Administrator a bond causing such notice or lien to be released within ____ () days of notice from the Program Administrator to do so, such failure shall at the option of

the County constitute a default under the terms of this Contract. The Owner shall promptly deliver to the Program Administrator copies of all such notices or liens.

10. **Responsibilities of the Owner; Indemnification.**

(a) **Financing by County; No Responsibility for Improvements.** The Owner acknowledges that the County has established LACEP solely for the purpose of assisting the owners of property in the County with the financing of the acquisition, construction, and installation of qualifying renewable energy systems and energy and water efficiency improvements. LACEP is a financing program only. None of the County, the Authority (if bonds are issued by the Authority), their officials, agents, employees, attorneys and representatives, the Program Administrator, or LACEP staff is responsible for selection, management or supervision of the Improvements or of the Improvements' performance.

(b) **Indemnification.** The Owner shall indemnify, defend, protect, and hold harmless the County, the Authority (if bonds are issued by the Authority) and any and all officials, agents, employees, attorneys and representatives of the County and the Authority (collectively, the "Indemnified Parties") and, if the Property is located in an incorporated area, such incorporated city and any and all officials, agents, employees, attorneys and representatives of such city, (the "City Parties"), from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorneys' fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with, (i) the Contract Documents, (ii) disbursement of the Disbursement Amount, (iii) the Improvements, (iv) any breach or Default by the Owner under the Contract Documents, (v) the levy and collection of the Assessment and the Annual Administrative Assessment, (vi) the imposition of the lien of the Assessment and the Annual Administrative Assessment, (vii) any breach or failure of the Owner or its contractor(s) or agents to comply with all applicable laws, including all applicable federal, state and local occupation, safety and health laws, rules, regulations and standards, in connection with the acquisition, installation or completion of the Improvements, and (viii) any other fact, circumstance or event related to the County's payment of the Disbursement Amount to the Owner or the Owner's performance of its obligations under the Contract Documents (collectively, the "Liabilities"), regardless of whether such Liabilities shall accrue or are discovered before or after the Disbursement.

(c) **Survival of Indemnification.** The indemnity obligations described in Section 10(b) shall survive the disbursement of funds to the Owner, the payment of the Assessment in full, the transfer or sale of the Property by the Owner and the termination of this Contract.

11. **Waiver of Claims.**

For and in consideration of the County's execution and delivery of this Contract, the Owner, for itself and for its successors-in-interest to the Property and for any one claiming by, through, or under the Owner, hereby waives the right to recover from and fully and irrevocably releases the Indemnified Parties and, if the Property is located in an incorporated area, the City Parties, from any and all claims, obligations, liabilities, causes of action, or damages, including attorneys' fees and court costs, that the Owner may now have or hereafter acquire against any of

the Indemnified Parties and the City Parties and accruing from or related to (i) the Contract Documents, (ii) the disbursement of any of the Disbursement Amount, including any amounts advanced hereunder, (iii) the levy and collection of the Assessment and the Annual Administrative Assessment, (iv) the imposition of the lien of the Assessment, (v) the issuance and sale of any bonds or other evidences of indebtedness, or other financial arrangements entered into by the County pursuant to LACEP, (vi) the performance of the Improvements, (vii) the Improvements, (viii) any damage to or diminution in value of the Property that may result from construction or installation of the Improvements, (ix) any personal injury or death that may result from the construction or installation of the Improvements, (x) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Improvements, (xi) the merchantability and fitness for any particular purpose, use or application of the Improvements, (xii) the amount of energy savings resulting from the Improvements, (xiii) the workmanship of any third parties, and (xiv) any other matter with respect to LACEP. This release includes claims, obligations, liabilities, causes of action, and damages of which the Owner is not presently aware or which the Owner does not suspect to exist which, if known by the Owner, would materially affect the Owner's release of the Indemnified Parties and the City Parties.

OWNER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, OWNER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

Owner's Initials: _____

The waivers and releases by the Owner contained in this Section 11 shall survive the disbursement of the Disbursement Amount, the payment of the Assessment in full, the transfer or sale of the Property by the Owner, and the termination of this Contract.

12. **Further Assurances.**

The Owner shall execute any further documents or instruments consistent with the terms of this Contract, including documents and instruments in recordable form, as the County shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Contract and disbursing funds to the Owner.

13. **Events of Default.**

(a) **Default.** Subject to the further provisions of this Section 13, the failure of any of the Owner's representations or warranties to be correct in all material respects, or the failure or delay by the Owner to perform any of its obligations under the terms or provisions of the Contract Documents, shall constitute a default hereunder ("Default").

(b) **Notice of Default.** Upon the occurrence of a Default, prior to exercising any remedies under the Contract Documents or the Act, the County shall give written notice of default to the Owner. Delay in giving such notice shall not constitute a waiver of any Default. The Owner must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence, but in any event, within the time set forth herein.

(c) **Cure Period for Monetary Default.** If the Owner fails to timely pay any installment of the Assessment or the Annual Administrative Assessment, the Owner shall have a period of _____ () days after notice is given pursuant to paragraph (b) above within which to cure such default. Following such _____ () day period, the County in its sole discretion may exercise any and all of its available remedies, including its right to foreclose the lien of the Assessment or the Annual Administrative Assessment pursuant to applicable law.

(d) **Cure Period for Non-Monetary Default.** If a non-monetary Default occurs and such Default is reasonably capable of being cured within _____ () days, the Owner shall have such period to effect a cure prior to exercise of remedies by the County under the Contract Documents or the Act. If the Default is such that it is reasonably capable of being cured but not within such _____ () day period and the Owner (i) initiates corrective action within such _____ () day period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the County in its sole discretion may elect to grant the Owner such additional time as is reasonably necessary to cure the Default prior to exercise of any remedies by the County. The foregoing notwithstanding, in no event shall the County be precluded from exercising any of its remedies if the Default is reasonably expected to result in the foreclosure or forfeiture of the Property, or if the Default is not cured within _____ () days after the first notice of Default is given.

(e) **Remedies Upon Default.** Subject to the provisions of paragraphs (b), (c) and (d) above, if any Default occurs the County may exercise any or all of the rights and remedies available to it under applicable law, at equity, or as otherwise provided herein. If no disbursement has occurred hereunder, the County may elect to terminate this Contract and, except as otherwise expressly provided herein, the parties have no further obligations or rights hereunder. If the Disbursement Amount has been disbursed in whole or in part, the County may terminate its obligations to make any further disbursement of the Disbursement Amount and exercise any or all of the rights and remedies available to it under this Contract and applicable law. As a cumulative remedy, if any installment of the Assessment and the Annual Administrative Assessment, together with any penalties, costs, fees, and other charges, accruing under applicable taxation provisions are not paid when due, the Board of Supervisors or its designee may order that the same be collected by an action brought in a court of competent jurisdiction to foreclose the lien of the Assessment and the Annual Administrative Assessment to

the extent permitted, and in the manner provided by, applicable law. Any and all costs and expenses incurred by the County in pursuing its remedies hereunder shall be additional indebtedness of the Owner to the County.

(f) Remedies Cumulative. Except as otherwise expressly stated in this Contract or as otherwise provided by applicable law, the rights and remedies of the County are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise by the County, at the same time or different times, of any other rights or remedies for the same Default or any other Default. No failure or delay by the County in asserting any of its rights and remedies as to any Default shall operate as a waiver of any Default or of any such rights or remedies, or deprive the County of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

(g) Force Majeure. Performance of the covenants and conditions imposed upon the Owner hereunder with respect to the commencement and completion of the Improvements shall be excused while and to the extent that, the Owner, through no fault or negligence of its own, is prevented from complying therewith by war, riots, strikes, lockouts, action of the elements, accidents, or acts of God beyond the reasonable control of the Owner; provided, however, that as soon as the cause or event preventing compliance is removed or ceases to exist the obligations shall be restored to full force and effect and the Owner shall immediately resume installation of the Improvements.

14. Severability.

Each and every provision of this Contract is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Contract or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall, be valid and shall be enforced to the extent permitted by law.

15. Notices.

All notices and demands shall be given in writing by first class mail, postage prepaid, or by personal delivery (by recognized courier service). Notices shall be considered given upon the earlier of (a) personal delivery or (b) __ () business days following deposit in the United States mail, postage prepaid. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

To the County: _____

Attention: Program Administrator

To the Owner: _____

Attention: _____

Notwithstanding anything set forth above, after disbursement of funds to the Owner, all notices regarding the assessment shall be sent only as provided by the laws of the State of California.

16. **No Waiver.**

No disbursement of the Disbursement Amount based upon inadequate or incorrect information shall constitute a waiver of the right of the County to receive a refund thereof from the Owner. No disbursement of any portion of the Disbursement Amount shall constitute a waiver of any conditions to the County's obligation to make further disbursements. No waiver by the County of any failure by the Owner to comply with any provision of this Contract shall in any way preclude the County from thereafter declaring such failure by the Owner a Default hereunder or be deemed a waiver of any other or subsequent Default.

17. **Governing Law.**

This Contract shall be construed and governed in accordance with the laws of the State of California.

18. **Assignment by the County.**

The County, at its option, may (i) assign any or all of its rights and obligations under this Contract, and (ii) pledge and assign its right to receive the Assessment and the Annual Administrative Assessment, and any other payments due to the County hereunder, without obtaining the consent of the Owner.

19. **Assignment by Owner Prohibited.**

The Owner may sell, transfer, rent or otherwise dispose of all or a portion of its interests in the Property so long as the Assessment and the Annual Administrative Assessment, including each installment thereof and the interest and penalties thereon, shall constitute a lien against the Property until the same is paid in full. All other dispositions of all or a portion of the Owner's rights and obligations under this Contract are subject to the prior express written consent of the County, which consent may be granted or withheld in the sole and absolute discretion of the County.

20. **Carbon Credits.**

The Owner agrees that any carbon credits attributable to the Improvements shall be held on behalf of LACEP by the County.

21. **Entire Agreement; Amendment.**

This Contract, together with the other Contract Documents, is the entire agreement between the parties. Any other agreement related to the Improvements, and any amendment to this Contract, must be signed in writing by both parties.

22. **Natural Persons.**

If the Owner of the Property consists of more than one natural person, the obligations hereunder of all the owners shall be joint and several.

23. **Counterparts.**

This Contract may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

24. **Special Termination.**

Notwithstanding anything to the contrary contained herein, this Contract shall terminate and be of no further force or effect if the Owner has submitted to the Program Administrator a notice of its decision to cancel this transaction in the form of the Notice of Cancellation attached as Exhibit J hereto, which notice shall be delivered to the County pursuant to Section 15 hereof no less than _____ () days prior to the disbursement of the Disbursement Amount.

25. **No Third Party Beneficiary Rights.**

This Contract is entered into for the sole benefit of the Owner and the County and, subject to the provisions of Sections 10, 11, 12 and 19, no other parties are intended to be direct or incidental beneficiaries of this Contract and no third party shall have any right in, under or to this Contract.

IN WITNESS WHEREOF, the Owner and the County have entered into this Contract as of the date and year first above written.

THE OWNER:

Date of Execution by the Owner:

_____, 20____

THE COUNTY:

COUNTY OF LOS ANGELES, CALIFORNIA

Name:

Title: _____

ACKNOWLEDGEMENT(S)

STATE OF CALIFORNIA)
 : ss.:
COUNTY OF _____)

On _____, before me, _____
a notary public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

STATE OF CALIFORNIA)
 : ss.:
COUNTY OF _____)

On _____, before me, _____
a notary public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

EXHIBIT A
PARTICIPANT HANDBOOK

[To Come]

EXHIBIT B
CERTAIN FINANCING TERMS

Maximum Disbursement Amount:

Contract Term:

Maximum Interest Rate: ____ Percent (____%) per annum.

Financing Costs in the Event of Noncompletion:

Annual Administrative Assessment⁽¹⁾:

Prepayment Premium: From _____ to _____, a prepayment premium of ____ percent (____%)

From _____ to _____, a prepayment premium of ____ percent (____%)

After _____, a prepayment premium of ____ percent (____%)

Improvements:

Estimated Payment Schedule:

Year ⁽²⁾	Assessment			Maximum	Total
	Disbursement Amount ⁽³⁾	Financing Costs ⁽⁴⁾	Interest	Annual Administrative Assessment ⁽⁵⁾	

⁽¹⁾ Based on the Maximum Annual Administrative Assessment established for LACEP, which amount may be adjusted from time to time by the Program Administrator, provided that the adjusted amount does not exceed the Maximum Annual Administrative Assessment.

⁽²⁾ If funds are disbursed to the Owner before _____, the assessment will appear on the property tax bill for the same tax year. If funds are disbursed after _____, the assessment will appear on the property tax bill for the following tax year.

⁽³⁾ Based on Maximum Disbursement. Subject to revision by the Program Administrator following the disbursement of the Disbursement Amount, if necessary, pursuant to the Contract to reflect the Disbursement Amount.

⁽⁴⁾ Includes capitalized LACEP administrative expenses.

⁽⁵⁾ Based on the Maximum Annual Administrative Assessment established for LACEP, which amount may be adjusted from time to time by the Program Administrator, provided that the adjusted amount does not exceed the Maximum Annual Administrative Assessment.

EXHIBIT C
DESCRIPTION OF THE PROPERTY

EXHIBIT D

LOS ANGELES COUNTY ENERGY PROGRAM NOTICE OF INTEREST AND PAYMENT SCHEDULE

Owner: _____ (the "Owner")

Address: _____
_____ (the "Property")

Assessor's Parcel Number: _____

LACEP Loan Number: _____

Pursuant to Section 1(b)(ii) of that certain Assessment Contract (the "Assessment Contract") executed by and between you, as Owner of the Property, and the County in connection with the Los Angeles County Energy Program, you are hereby notified that the interest rate applicable to the unpaid Assessment (as defined in the Assessment Contract) is ____%. The schedule of Assessment Installments, interest thereon and the Maximum Annual Administrative Assessment with respect to the referenced property is set forth below:

Year ⁽¹⁾	Assessment			Maximum	Total
	Disbursement Amount	Financing Costs ⁽²⁾	Interest	Annual Administrative Assessment ⁽³⁾	

⁽¹⁾ If funds are disbursed to the Owner before _____, the assessment will appear on the property tax bill for the same tax year. If funds are disbursed _____, the assessment will appear on the property tax bill for the following tax year.

⁽²⁾ Includes capitalized LACEP administrative expenses.

⁽³⁾ Based on the Maximum Annual Administrative Assessment established for LACEP, which amount may be adjusted from time to time by the Program Administrator, provided that the adjusted amount does not exceed the Maximum Annual Administrative Assessment.

The Notice of Assessment of record with the Office of the Registrar-Recorder/County Clerk of the County of Los Angeles will be amended to reflect the foregoing payment schedule.

Program Administrator,
Los Angeles County Energy Program

EXHIBIT E

NOTICE OF ASSESSMENT

WHEN RECORDED RETURN TO

County of Los Angeles
Treasurer and Tax Collector
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437
Los Angeles, California 90012
Attention: Los Angeles County Energy Program
– Program Administrator

NOTICE OF ASSESSMENT

Pursuant to the requirements of Section 5898.32 of the Streets and Highways Code of the State of California, the undersigned Clerk of the Board of Supervisors (the "Board of Supervisors") of the County of Los Angeles, a political subdivision of the State of California (the "County"), hereby gives notice that contractual assessments relating to that certain real property described in Appendix A hereto (the "Property"), in the amounts set forth in Appendix B hereto, were recorded in the Office of the Registrar-Recorder/County Clerk of the County, as provided for in said Section 5898.32.

Pursuant to that certain Assessment Contract (the "Assessment Contract") by and between the County and the owner of the Property named herein in connection with the Los Angeles County Energy Program, the several assessments assessed on the Property set forth in Appendix B hereto became a lien upon the Property and the Property became subject to the assessment in accordance pursuant to the Assessment Contract, the Act and applicable law upon the execution of such Assessment Contract.

In addition to the assessment to pay the costs and expenses of the improvements to be acquired, the Property is subject to a separate and additional assessment, as set forth in Appendix B hereto, to be levied annually to pay for costs not otherwise reimbursed which will result from the administration and collection of assessments or from the administration or registration of any associated bonds and reserve or related funds.

Reference is made to the Assessment Contract for the amount of any final and adjusted assessments, including any annual assessment as levied for administrative costs or maintenance, as applicable.

Included in Appendix A hereto is the name(s) of the owner of record of the Property, which is also the assessed owner of the Property as it appears on the latest secured assessment roll, all as required pursuant to Section 27288.1 of the Government Code of the State of California.

Dated: _____

Clerk of the Board of Supervisors of the
County of Los Angeles

By: _____
Deputy

Appendix A to Notice of Assessment

DESCRIPTION OF THE PROPERTY

Appendix B to the Notice of Assessment

Name(s) of Owner of the Property:_____

Assessment Amount:_____

Annual Administrative Assessment Amount:_____

EXHIBIT F

Payment of Contractual Assessment Required

Pursuant to the requirements of Section 5898.24(d) of the Streets and Highways Code of the State of California, the Board of Supervisors (the "Board of Supervisors") of the County of Los Angeles, a political subdivision of the State of California (the "County"), hereby gives notice that the real property described in Appendix A hereto (the "Property") is subject to a contractual assessment that is required to be paid in accordance with that certain Assessment Contract (the "Assessment Contract") by and between the owner of the Property and the County in connection with the Los Angeles County Energy Program. Certain information regarding the contractual assessment assessed on the Property is set forth below.

- (1) The names of all current owners of the real property subject to the contractual assessment:

- (2) Legal description of the Property: See Exhibit Appendix A attached hereto and incorporated herein by this reference.

- (3) Assessor's parcel number for the Property:_____.

- (4) The annual amount of the contractual assessment:_____.

- (5) The contractual assessment referenced (4) above expires on the date such contractual assessment and any applicable penalties, costs, fees, and charges, including the Annual Administrative Assessment (as defined in the Assessment Contract), have been paid in full.

- (6) Funds from the contractual assessment were used to finance the acquisition and construction on and installation in the Property of certain qualifying renewable energy systems and energy and water efficiency improvements, as further described in the Assessment Contract.

- (7) Funds from the contractual assessment should be paid to the following:

[Name of entity to which contractual assessments should be paid]
[Address of entity]
[Contact person]²

² Section 5898.24(d)(2)(E) of the Act requires the document to include "the entity to which funds from the contractual assessment will be paid and specific contact information for that entity".

Date: _____

Treasurer and Tax Collector of the
County of Los Angeles [or Entity to which
Contractual Assessments will be paid]

By: _____³
Name:
Title:

³ Section 5898.24(d)(2)(F) of the Act requires the document to include “the signature of the authorized representative of the legislative body to which funds from the contractual assessment will be paid.”

Appendix A to Notice of Payment of Contractual Assessment Required
DESCRIPTION OF THE PROPERTY

EXHIBIT G

**LOS ANGELES COUNTY ENERGY PROGRAM
NOTICE TO PROCEED**

Date: _____

Owner: _____ (the "Owner")

Address: _____
_____ (the "Property")

Assessor's Parcel Number: _____

LACEP Loan Number: _____

Pursuant to Section 4(a) of that certain Assessment Contract (the "Assessment Contract") executed by and between you, as Owner of the Property, and the County in connection with the Los Angeles County Energy Program, you are hereby given notice to proceed (this "Notice to Proceed") with acquisition, construction and installation of the Improvements and, upon completion of the Improvements, submit a request for funding to LACEP. This Notice to Proceed constitutes consent and authorization pursuant to Section 5898.21 of the Act for the Owner to purchase directly the related equipment and materials for the Improvements and to contract directly for the construction on and/or installation in the Property of the Improvements. The Owner must complete installation of the Improvements no later than ___ days after the date of this Notice to Proceed, provided that the Owner and the Program Administrator may agree to an extension of this completion date for good cause shown pursuant to Section 4(b) and Section 13(g) of the Assessment Contract, but in no event shall the completion date be more than one year from the date of this Notice to Proceed. Disbursement of any amounts pursuant to the Assessment Contract is subject to satisfaction of the terms and conditions thereof.

Program Administrator,
Los Angeles County Energy Program

EXHIBIT H

NOTICE OF PROPOSED CONTRACTUAL ASSESSMENT (Commercial Property Owner)

Notice Date: _____

Lender Address: _____

Property/Loan Information:

Owner: _____

Address: _____

APN: _____

Loan Number(s): _____

To Whom It May Concern:

The undersigned (the "Owner") is the owner of a certain real property located at the above-referenced address (the "Property"). You are the lender (the "Lender") with respect to the above-referenced (the "Loan") that is secured by a lien on the Property.

The Owner is sending this Notice of Proposed Contractual Assessment to Lender to (i) provide notice of the Owner's proposed participation in the Los Angeles County Energy Program ("LACEP"), (ii) request confirmation from the Lender that the levy of the contractual assessment pursuant to the herein described Assessment Contract will not trigger an event of default or the exercise of any remedies under the Loan documents, and (iii) provide notice that the contractual assessment (including any penalties and interest) will be secured by a statutory lien on the Property that is senior to the lien securing the Loan.

Background. The County of Los Angeles, a political subdivision of the State of California (the "County") has established LACEP to help finance the acquisition and construction on and installation in the assessed properties, including the Property, of certain qualifying renewable energy systems and energy and water efficiency improvements (the "Improvements") pursuant to Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Contractual Assessment Law").

In accordance with Contractual Assessment Law, the County will levy a contractual assessment to finance the installation of the Improvements on certain property with the agreement of the applicable property owner pursuant to the terms of an assessment contract (the "Assessment Contract") between such property owner and the County. Pursuant to Section 5898.30 of Contractual Assessment Law, the contractual assessment (including any penalties and interest) is collected on the property tax bill and is secured by a lien on the applicable property

that is (i) senior to all private liens, including private liens that existed prior to levy of the contractual assessment and (ii) cannot be subordinated to the private liens.

Information regarding the purpose and method of administration of the assessments under LACEP can be found at _____ [website].

Participation in LACEP. The Owner has applied to participate in LACEP and intends to finance installation on the Property of the Improvements set forth on Exhibit A hereto. The contractual assessment to be levied on the Property (the "Contractual Assessment") pursuant to the Assessment Contract and the related payment terms are proposed to consist of the following:

Principal amount: \$ _____
Estimated interest rate: _____ %
Term of repayment period: _____
Annual administrative component: \$ _____
Total estimated annual installment: \$ _____

Lender Approval. Please acknowledge that participation of the Property in LACEP is acceptable to the Lender by executing the attached Certificate of Lender and returning it to the undersigned at your earliest convenience.

Very truly yours,

BY: _____
(Signature)

OWNER
NAME: _____

MAILING ADDRESS (if different than
Property address): _____

EXHIBIT I

CERTIFICATE OF LENDER (Commercial Property Owner)

Property/Loan Information

Owner: _____

Address: _____

APN: _____

Loan: _____

In connection with the above-referenced loan (the "Loan") relating to the above-referenced property (the "Property") by the herein referenced lender (the "Lender"), the undersigned hereby certifies, acknowledges, confirms and agrees as follows:

- (1) He/she is duly authorized to execute this Certificate on behalf of the Lender.
- (2) The Lender is in receipt of written notice (the "Notice") from the owner of the Property (the "Owner") that Owner intends to finance installation on the Property of certain renewable energy, energy efficiency and/or water efficiency improvements that will be permanently fixed to the Property (the "Improvements") by participating in the Los Angeles County Energy Program sponsored by the County of Los Angeles, a political subdivision of the State of California (the "County").
- (3) As a result of an Assessment Contract between the County and the Owner (the "Assessment Contract") and pursuant to Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code of the State of California, the Contractual Assessment described in the Notice will be levied on the Property and the Contractual Assessment (including any penalties and interest) will be secured by a statutory lien that is senior to the lien securing the Loan.
- (4) The Lender consents to the levy of the Contractual Assessment pursuant to the Assessment Contract.
- (5) The Lender agrees that the levy of the Contractual Assessment will not constitute an event of default or the exercise of any remedies under the documents relating to the Loan.

The Lender further acknowledges that the Owner and the County will rely on this Certificate in connection with the disposition and administration of the Assessment Contract and the Los Angeles County Energy Program.

[LENDER]

By: _____

Name:

Title:

Date:

EXHIBIT J

**LOS ANGELES COUNTY ENERGY PROGRAM
NOTICE OF CANCELLATION**

_____ [and _____] are the owner[s] of record ([collectively,] the "Owner") of that certain real property located at _____ located in the County of Los Angeles, California. The Owner previously executed that certain Assessment Contract (the "Assessment Contract") with the County of Los Angeles (the "County") in connection with the Los Angeles County Energy Program ("LACEP"). Pursuant to the Assessment Contract, Owner hereby notifies the LACEP Program Administrator in accordance with Sections 15 and 24 of the Assessment Contract no less than _____ () days prior to the disbursement of the Disbursement Amount that the Owner has determined to cancel the transaction described in the Assessment Contract. Accordingly, the Contract shall terminate and be of no further force or effect, except that the Owner agrees to pay amounts due, if any, pursuant to Section 1(b)(iv) of the Assessment Contract relating to financing costs in the event of the improvements are not completed.

Dated: _____

[OWNER]

By: _____
Name: _____

By: _____
Name: _____



City of Santa Fe Springs

City Council Meeting

June 10, 2010

NEW BUSINESS

Solid Waste Collection Rate Adjustments

RECOMMENDATION - That the City Council:

Approve an increase in the recycling surcharge on Commercial/Industrial accounts from 8% to 12%, effective July 1, 2010.

BACKGROUND

In accordance with Resolution No. 5257 adopted June 23, 1988, the Waste Haulers are entitled to a Consumer Price Index (CPI) increase of 1.86% in collection rates effective July 1, 2010. This is based on the CPI change for the March-to-March All-Urban Consumers Index for the Los Angeles/Anaheim/Riverside area. This year the Waste Haulers, in consideration of the fiscal challenges that the City is confronting, have suggested that they forego the CPI rate increase for themselves, and instead allow the City to take a portion of the CPI amount (1% or roughly half) and apply it to the Waste Management surcharge. The remaining 0.86% that would have otherwise been applied to Residential and Commercial and Industrial (C&I) accounts, will not be imposed, thus providing some measure of relief to residents and businesses.

As the Council is aware, the City's Solid Waste Collection Rates for C&I accounts include a Waste Management surcharge that funds the City's Solid Waste Management Fund. Due to increased program costs stemming from state-imposed regulatory obligations relating to waste diversion (i.e., AB 939) and other environmental mandates (e.g., NPDES), this fund is facing an imbalance that ultimately places a burden on the City's General Fund, whose resources are needed to meet programmatic obligations. Accordingly, staff is recommending a 4% increase to the surcharge (inclusive of the 1% that otherwise would have been part of the 1.86% rate increase that the Waste Haulers have agreed not to impose), to be applied only on C&I accounts. This will allow for the creation of additional revenue for the City to continue operating its various Solid Waste and Recycling programs.

Lastly, it should be noted that past City Council action allows the Waste Haulers to automatically pass through future increases to landfill tipping fees to their commercial & industrial (C&I) customers, by increasing C&I



City of Santa Fe Springs

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Solid waste collection rates by 30% of the percentage increase in tipping fees imposed by the County Sanitation District, at such time that tipping fee increases go into effect (typically January). Therefore, C&I customers will likely be subject to a rate increase in January of 2011, assuming tipping fees increase as they are expected to. This tipping fee-related increase will not be imposed on residential customers.

Frederick W. Latham
City Manager

Attachment

Proposed Schedule of Commercial & Industrial Solid Waste Collection Rates

Franchised Haulers	Address	Phone
Consolidated Disposal	12949 Telegraph Rd. SFS	(562) 347-2100
CR&R	12739 Lakeland Rd. SFS	(562) 944-4716
Serv-Wei	901 S. Maple Ave., Montebello	(323) 726-4056

CITY OF SANTA FE SPRINGS
 PROPOSED SCHEDULE OF COMMERCIAL & INDUSTRIAL SOLID WASTE COLLECTION RATES
 EFFECTIVE JULY 1, 2010
 (THESE RATES INCLUDE THE 12% RECYCLING SURCHARGE ON COMMERCIAL/INDUSTRIAL)

RATES CHARGED MAY NOT FALL BELOW MINIMUM OR EXCEED MAXIMUM

	1 CU. YD. BIN		2 CU. YD. BIN		3 CU. YD. BIN		6 CU. YD. BIN	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
1 X WEEK	104.90	131.12	132.75	165.92	160.66	200.83	244.03	305.06
2 X WEEK	174.66	218.34	216.60	270.77	258.50	323.14	374.35	467.95
3 X WEEK	244.60	305.73	300.45	375.59	356.36	445.43	504.66	630.76
4 X WEEK	314.06	392.64	384.23	480.32	454.18	567.74	634.97	793.68
5 X WEEK	384.25	480.32	468.22	585.24	552.06	690.07	765.25	956.58
6 X WEEK	454.18	567.74	552.06	690.07	649.87	812.30	895.62	1119.49

ROLL OFF BOXES

10 CUBIC YARD	618.61	773.18
20 CUBIC YARD	618.61	773.18
30 CUBIC YARD	618.61	773.18
40 CUBIC YARD	618.61	773.18

COMPACTORS

40 CUBIC YARD	801.27	869.82
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MAXIMUM WEIGHT LIMITS

ROLL OFF BOXES	6 TONS*
COMPACTORS	9 TONS*

*A \$55.00/TON CHARGE WILL BE LEVIED ON TONNAGE OVER THESE MAXIMUMS

ANNUAL RESIDENTIAL REFUSE RATE	234.74 (\$19.56/mo)
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City of Santa Fe Springs

City Council Meeting

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NEW BUSINESS

Request for Out-of-State Travel for Program Coordinator Anita Jimenez to Chaperone the Sister City Student Exchange to Tirschenreuth, Germany from July 15 to August 6, 2010.

RECOMMENDATION

That the City Council approve the out-of-state travel request for Anita Jimenez to serve as a chaperone for 9 students of the Sister City Student Exchange Program in Tirschenreuth, Germany from July 15 to August 6, 2010.

BACKGROUND

The City, in conjunction with the Santa Fe Springs Sister City Committee, has coordinated a student Exchange program with its Sister City of Tirschenreuth, Germany since 1986. As was the case for the last two exchanges, staff is recommending that a City staff person accompany the exchange group as a chaperone for this year's exchange. The City representative, Program Coordinator Anita Jimenez, would travel to Germany with the nine (9) local student participants and Sister City Committee Chaperone, Jeannette Wolfe. The estimated cost for staff on this trip is \$2,500.

FISCAL IMPACT

The associated costs will be absorbed by the existing operational budget.

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

Attachment
Travel Request Form



**CITY OF SANTA FE SPRINGS
TRAVEL ADVANCE REQUEST FORM**

NAME & TITLE: Anita Jimenez, Program Coordinator

DATE: 6/3/2010

ACCOUNT NO.: 6330

DESTINATION: Tirschenreuth, Germany

DATE(S) OF TRAVEL:

FROM: 15-Jul-10

TO: 6-Aug-10

PURPOSE OF TRAVEL: Chaperone for Sister City Exchange

BUDGETED: ☒ YES ☐ NO

FUNDS AVAILABLE ☒ YES ☐ NO

ESTIMATED EXPENSES:

(Check items to be prepaid by the City)

<input type="checkbox"/> Transportation	\$ \$1,800.00
<input type="checkbox"/> Meals	
<input type="checkbox"/> Lodging	
<input type="checkbox"/> Registration	
<input type="checkbox"/> Other	\$500.00
Total	\$ \$2,300.00

ADVANCE

REQUESTED:

Expense report for actual expenses incurred must be submitted within sixty (60) days.

Out-of-State travel request must be approved by the City Council.
(Attach Agenda Report)

I believe the requested travel to be necessary and beneficial to the City of Santa Fe Springs.

Employee

Department Head

Frederick W. Latham, City Manager



City of Santa Fe Springs

City Council Meeting

June 10, 2010

PRESENTATION

To the following employees: Terri Bui, Roselyn Escamilla, and Mark Onoda, on their retirement.

RECOMMENDATION

The Mayor may wish to call upon Jose Gomez, Director of Finance and Administrative Services; and Paul Ashworth, Director of Planning and Community Development

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>Director</u>
Terri Bui	26	Accounting Manager	Jose Gomez
Roselyn Escamilla	29	Building Permit Clerk II	Paul Ashworth
Mark Onoda	4	Computer Specialist III	Jose Gomez

Frederick W. Latham
Frederick W. Latham
City Manager



City of Santa Fe Springs

City Council Meeting

June 10, 2010

PRESENTATION

Update on Significant Regional Transportation Projects

RECOMMENDATION

That the City Council receive and file the report.

BACKGROUND

There are a number of significant regional transportation projects in the Gateway Cities Region that are at various stages of planning and/or near implementation that will directly impact the City of Santa Fe Springs. These projects either have segments or sections that extend into or through the City. The projects are as follows:

1. California High Speed Rail Project
2. Eastside Transit Corridor Extension Project
3. I-5 Widening Projects
4. Valley View/Stage Grade Separation

These four projects will have impacts to existing residents and businesses located adjacent to the project in one or more of the following areas:

- a. Partial or full right of way takes
- b. Aesthetics by the addition of overhead power lines or construction of viaducts or new track structures; and
- c. Loss of Mobility due to transit facilities being located on the street surface or above the street surface.

The Mayor may want to call upon Don Jensen, Director of Public Works to provide an update to the City Council on the current status of these four projects and any recent developments that might impact the City of Santa Fe Springs.

Frederick W. Latham
City Manager

Attachment(s):

None.

Report Submitted By: Don Jensen, Director
Public Works Department

Date of Report: June 3, 2010



City of Santa Fe Springs

City Council Meeting

June 10, 2010

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Committee Re-Appointments

According to the standard committee by-laws, one-half of the membership on each committee will have terms expiring June 30 2010. The terms were originally picked by random drawing. For this reason, some Councilmembers may have only one person up for re-appointment on a certain committee while other Councilmembers may have two or three people up for re-appointment on the same committee.

Attached for each individual Councilmember is a sheet listing the names of those committee members whose terms expire this year. There are two columns under each committee heading. The left column lists the names of those members who are requesting re-appointment. The column on the right lists those members whose terms are up but are not interested in re-appointment.

Also attached for your reference are updated Committee Lists as well as an updated Prospective Member List.

Any questions regarding this report can be directed to Anita Jimenez.

Frederick W. Latham
City Manager

Attachments:

Committee Re-Appointment Lists
Committee Lists
Prospective Member List
Resignation Letter from Hilda Zamora

COUNCILMEMBER LOUIE GONZALEZ
RE-APPOINTMENT LIST

Interested

Not Interested

Beautification

Juanita Montes
Irene Pasillas
Vacancies (1)

Community Program Committee

Vacancies (5)

A.J. Hayes

Family and Human Services Advisory Committee

Josephine Santa-Anna
Vacancies (1)

Mercedes Diaz

Historical Committee

Richard Moore

Parks and Recreation Advisory Committee

Jennie Carlos
Frank Leader
Vacancies (1)

Senior Citizens Advisory Committee

Gloria Duran
Josephine Santa-Anna
Vacancies (1)

Sister City Committee

Kim Mette
Vacancies (3)

MAYOR BETTY PUTNAM
RE-APPOINTMENT LIST

Interested

Not Interested

Beautification

Juliet Ray
Vacancies (1)

Community Program Committee

Rosalie Miller
Vacancies (1)

Luigi Trujillo

Family and Human Services Advisory Committee

Arcelia Miranda

Historical Committee

Astrid Gonzalez
Vacancies (3)

Parks and Recreation Advisory Committee

Jimmy Mendoza
Michele Carbajal
Vacancies (2)

Senior Citizens Advisory Committee

Vacancies (4)

Jennie Valli
Martha Ohanesian

Sister City Committee

Martha Villanueva
Gloria Duran

Youth Leadership Committee

Vacancies (2)

COUNCILMEMBER WILLIAM K. ROUNDS
RE-APPOINTMENT LIST

Interested

Not Interested

Beautification

Vacancies (2)

Community Program Committee

Mark Scoggins
Marlene Vernava
Vacancies (1)

Sylvia Takata

Family and Human Services Advisory Committee

Annette Rodriguez

Historical Committee

Art Escobedo
Vacancies (1)

Parks and Recreation Advisory Committee

Kenneth Arnold
Richard Legarretta, Sr.
Luigi Trujillo

Senior Citizens Advisory Committee

Vacancies (2)

Josephine G. Ramirez

Sister City Committee

Manny Zevallos
Susan Johnston
Francis Carbajal

MAYOR PRO TEM JOSEPH D. SERRANO, SR.
RE-APPOINTMENT LIST

Interested

Not Interested

Beautification

Martha Ohanesian
Vacancies (3)

Community Program Committee

Ruth Gray
Vacancies (2)

Family and Human Services Advisory Committee

Lydia Gonzales

Historical Committee

Gloria Duran
Vacancies (2)

Parks and Recreation Advisory Committee

Lynda Short
Bernie Landin
Joe Avila

Senior Citizens Advisory Committee

Gusta Vicuna
Louis Serrano
Vacancies (1)

Mary Bravo

Sister City Committee

Charlotte Zevallos
Cecilia Uribe Gonzalez

COUNCILMEMBER JUANITA TRUJILLO
RE-APPOINTMENT LIST

Interested

Not Interested

Beautification

Sylvia Takata
Eleanor Connelly
Margaret Bustos

Community Program Committee

Naomi Torres
Vacancies (3)

Hilda Zamora

Family and Human Services Advisory Committee

Dolores Romero
Gloria Duran

Historical Committee

Alma Martinez
Vacancies (1)

Marv Clegg

Parks and Recreation Advisory Committee

Andrea Lopez
Vacancies (2)

Senior Citizens Advisory Committee

Julie Butler
James Hogan
Vacancies (1)

Sister City Committee

Alicia Mora
Andrea Lopez
Vacancies (1)

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.
Gonzalez	Juanita Montes	(10)
	Irene Pasillas	(10)
	Vacant	(10)
	May Sharp	(11)
	Marlene Vernava	(11)
Putnam	Juliet Ray	(10)
	Vacant	(10)
	Lupe Lopez	(11)
	Guadalupe Placencia	(11)
	Ruth Gray	(11)
Rounds	Vacant	(10)
	Vacant	(10)
	Annette Ledesma	(11)
	Paula Minnehan*	(11)
	Vacant	(11)
Serrano	Martha Ohanesian	(10)
	Vacant	(10)
	Vacant	(10)
	Vada Conrad	(11)
	Vacant	(11)
Trujillo	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.
Gonzalez	A.J. Hayes	(10)
	Vacant	(10)
	Vacant	(10)
	Vacant	(11)
	Vacant	(11)
Putnam	Rosalie Miller	(10)
	Luigi Trujillo	(10)
	Mary Jo Haller	(11)
	Lynda Short	(11)
	Jose Zamora	(11)
Rounds	Mark Scoggins*	(10)
	Marlene Vernava	(10)
	Sylvia Takata*	(10)
	Denise Vega	(11)
	Annette Rodriguez	(11)
Serrano	Ruth Gray	(10)
	Mary Anderson	(11)
	Dolores H. Romero*	(11)
	Vacant	(11)
	Vacant	(11)
Trujillo	Vacant	(10)
	Vacant	(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.
Gonzalez	Jennie Carlos	(10)
	Frank Leader	(10)
	Paula Minnehan*	(11)
	Vacant	(10)
	Vacant	(11)
Putnam	Jimmy Mendoza	(10)
	Michele Carbajal	(10)
	Frank Regalado	(11)
	Vacant	(11)
	Vacant	(11)
Rounds	Kenneth Arnold	(10)
	Richard Legarreta, Sr.	(10)
	Luigi Trujillo	(10)
	Don Mette	(11)
	Mark Scoggins*	(11)
Serrano	Lynda Short	(10)
	Bernie Landin	(10)
	Joe Avila	(10)
	Sally Gaitan	(11)
	Fred Earl	(11)
Trujillo	Vacant	(10)
	Andrea Lopez	(10)
	Vacant	(11)
	Jose Zamora	(11)
	Arcella 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	(11)
	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.
Gonzalez	Victor Becerra	(11)
	Jessica Aguilar	(11)
	Jeanneth Guerrero	(11)
	Marilyn Llanos	(12)
Putnam	Ashley Ortiz	(10)
	Lupe Pasillas	(10)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rounds	Carina Gonzalez	(11)
	Stephanie Gilbert	(11)
	Karina Saucedo	(12)
	Lisa Baeza	(13)
Serrano	Kimberly Romero	(11)
	Alyssa Trujillo	(11)
	Alyssa Berg	(11)
	Ariana Gonzalez	(13)
Trujillo	Madalin Marquez	(11)
	Martin Guerrero	(13)
	Omar Rodriguez	(12)
	Vacant	(12)

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

May 21, 2010

Dear City Council,

I, Hilda Zamora would like to resign from the Parks and Recreation Advisory Committee and the Community Program Committee effective immediately.

Thank you for the opportunity to serve the Community,

I really enjoy and thanks for everything.

Hilda Zamora

Hilda Zamora