



AGENDA

FOR THE REGULAR MEETINGS OF THE:

COMMUNITY DEVELOPMENT COMMISSION
CITY COUNCIL

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

MARCH 10, 2011
6:00 P.M.

Joseph D. Serrano, Sr., Mayor
William K. Rounds, Mayor Pro Tem
Luis M. González, Councilmember
Richard J. Moore, 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.

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

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

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

1. **CALL TO ORDER**

2. **ROLL CALL**

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

COMMUNITY DEVELOPMENT COMMISSION

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

4. **CONSENT AGENDA**

Consent Agenda items are considered routine matters which may be enacted by one motion and roll call vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.

Approval of Minutes

- A. Minutes of the Adjourned Regular Community Development Commission Meeting of February 10, 2011

Recommendation: That the Community Development Commission approve the minutes as submitted.

Approval of Minutes

- B. Minutes of the Regular Community Development Commission Meeting of February 10, 2011

Recommendation: That the Community Development Commission approve the minutes as submitted.

5. **NEW BUSINESS**

Extension of Section of 1.03 of the Purchase and Sale Agreement between the CDC and Villages at Heritage Springs LLC

Recommendation: That the Community Development Commission approve the extension of the deadline date set forth in Section 1.03 of the Purchase and Sale Agreement regarding Affordable Housing Assistance until September 30, 2012.

6. **CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL- INITIATION OF LITIGATION PURSUANT TO SUBDIVISION (C) OF SECTION 54956.9

One Case: Community Development Commission vs. Ameron

CITY COUNCIL

7. **CONSENT AGENDA**

Consent Agenda items are considered routine matters which may be enacted by one motion and roll call vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.

Approval Minutes

- A. Minutes of the Adjourned Regular City Council Meeting of February 10, 2011

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

- B. Minutes of the Regular City Council Meeting of February 10, 2011

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

8. **FINAL PAYMENT**

Little Lake Park Playground Equipment Replacement - Final Progress Payment (Less 5% Retention)

Recommendation: That the City Council approve the Final Progress Payment (less 5% Retention) to Micon Construction of Placentia, CA, in the amount of \$138,948.16 for the subject project.

NEW BUSINESS

9. Resolutions of Consideration to Amend and Restate the Rate and Method of Apportionment of the Special Tax for Community Facilities District No. 2002-1 and Community Facilities District 2004-1

Recommendation: That the City Council: 1) Adopt Resolution No. 9306, a Resolution of Consideration to amend and restate the rate and method of apportionment of a special tax for Community Facilities District (CFD) 2002-1; and, 2) Adopt Resolution No. 9307, a Resolution of Consideration to amend and restate the rate and method of apportionment of a special tax for Community Facilities District 2004-1.

10. Resolution No. 9308 – Ordering the Preparation of the Engineer's Report for FY 2011/12 in Conjunction with the Annual Levy of Assessments for Street Lighting District No. 1

Recommendation: That the City Council adopt Resolution No. 9308, ordering the preparation of the Engineer's Report for FY 2011/12 in conjunction with the annual levy of assessments for Street Lighting District No. 1.

11. Approval of Utility Agreement with Chevron USA Inc. for the Valley View Avenue Grade Separation Project

Recommendation: That the City Council take the following actions: 1) Approve the Utility Agreement with Chevron USA Inc. for the Valley View Avenue Grade Separation Project; and, 2) Authorize the Director of Public Works to execute the Utility Agreement.

12. Request Approval to Donate a 1982 Van Pelt Fire Engine to the Rio Hondo Fire Academy

Recommendation: That the City Council authorize the Fire Chief to donate a 1982 Van Pelt Fire Engine to the Rio Hondo Fire Academy.

Please note: Item Nos. 13– 23 will commence in the 7:00 p.m. hour.

13. **INVOCATION**

14. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

15. Representatives from the Youth Leadership Committee

16. Representatives from the Chamber of Commerce

17. **ANNOUNCEMENTS**

PRESENTATIONS

18. Introduction of New Santa Fe Springs Policing Team Members

Recommendation: The Mayor may wish to call upon Dino Torres, Director of Police Services, to introduce the newest members of the Santa Fe Springs Policing Team.

19. Proclaiming the Week of March 20-26, 2011 as "Childhood Cancer Awareness Week" in the City of Santa Fe Springs

Recommendation: That the Mayor call upon the City Clerk to read the proclamation and direct staff to send a signed copy to the American Cancer Fund for Children.

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


21. **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.

22. **EXECUTIVE TEAM REPORTS**

23. **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

March 3, 2011
Date

**CITY OF SANTA FE SPRINGS
MINUTES FOR THE REGULAR ADJOURNED
MEETINGS OF THE COMMUNITY DEVELOPMENT
COMMISSION AND CITY COUNCIL**

FEBRUARY 10, 2011

1. CALL TO ORDER

Mayor Serrano called the Community Development Commission and City Council meetings to order at 4:43 p.m.

2. ROLL CALL

Present: Commissioners/Councilmembers González, Moore, Trujillo, Vice Chairperson/Mayor Pro Tem Rounds, and Chairperson/Mayor Serrano

Also present: Thaddeus McCormack, City Manager; Anita Jimenez, Deputy City Clerk; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning & Community Development; Don Jensen, Director of Public Works; Dino Torres, Director of Police Services; Hilary Keith, Director of Library & Cultural Services; Jose Gomez, Director of Finance & Administrative Services; Alex Rodriguez, Fire Chief

BUDGET STUDY SESSION

Mayor Serrano called on City Manager Thaddeus McCormack. Mr. McCormack stated that the focus of the Study Session is on protecting the City's assets pursuant to the Governor's proposal to eliminate Redevelopment Agencies, within the context of memorializing past and current practices through contractual relationships. City Attorney Steve Skolnik stated that if Redevelopment Agencies were eliminated, the City would be faced with a spectrum of potential exposures, ranging from likely-secure assets to clearly-vulnerable assets. For example, the State will not likely be able to take tax increment that is dedicated for the servicing of bonded indebtedness. However, otherwise unallocated funds would be clearly vulnerable to being taken by the State should the Governor's proposal come to fruition.

Rather than attempt to hastily protect the Agency's assets through more "secure" actions vis-à-vis the spectrum of potential exposure (e.g., Going out to Bond or initiating new Capital projects), staff recommended that the Council/Commission formalize certain practices through contracts, in hopes that the State will view existing assets, and to the greatest extent possible, future assets under the sanctity of the contractual relationships between the City and the Commission, which should be noted are two separate and distinct legal entities. The items being considered tonight will memorialize this historical practice. It has been historical past practice to use Redevelopment Agency funds for Capital Improvement projects. We regard these as legal obligations of the Redevelopment Agency, even though heretofore written contracts have not been entered into. The City's Redevelopment Agency funds 20% of employee costs for those employees who work in the Redevelopment Agency. These costs, including retirement costs, will continue in the future. If they are not paid by the Redevelopment Agency, they will have to be paid from the General Fund. The agreed agreements and Resolutions are intended to contractually memorialize these practices.

Mayor Serrano stated that, after his recent trip to Sacramento to testify before an Assembly hearing, many legislators have a much better understanding of how Redevelopment Agencies work and that many cities are taking some of the same actions that are being proposed here tonight. Councilmember González stated that he believes that the Governor's plan to eliminate Redevelopment Agencies is a ploy to get cities to begin spending money to boost the economy. Councilmember González stated that he would prefer to see the CIP projects focus on infrastructure. He stated that the City would not be blackmailed by scare tactics and should move ahead slowly.

The City Manager suggested that the Council name a subcommittee to study the issues further. Mayor Serrano named Councilmembers González and Moore to the subcommittee.

Jose Gomez gave a detailed presentation to the Council.

NEW BUSINESS

3. Consideration of Various Actions to Protect Redevelopment Funding for Essential Expenditures

- A. Resolution No. 9298 – A Resolution of the City Council of the City of Santa Fe Springs, Approving a Cooperation Agreement and Making Findings Pursuant to Section 33445 of the California Health and Safety Code

Recommendation: That the City Council adopt Resolution No. 9298, approving a Cooperation Agreement between the City and the Community Development Commission and making findings pursuant to Section 33445 of the California Health and Safety Code.

- B. Resolution No. 258-2011 – A Resolution of the Community Development Commission of the City of Santa Fe Springs, Approving a Cooperation Agreement and Making Findings Pursuant to Section 33445 of the California Health and Safety Code

Recommendation: That the Community Development Commission adopt Resolution No. 258-11, approving a Cooperation Agreement between the City and the Community Development Commission and making findings pursuant to Section 33445 of the California Health and Safety Code.

- C. Consideration of Agreement for Payment of Proportional Share of Unfunded Liabilities

Recommendation: That the City Council and Community Development Commission approve the Cooperation Agreement for Payment of Proportional Share of Unfunded Liabilities

Councilmember González moved the approval of Items 3A, 3B, and 3C; Councilmember Trujillo seconded. The motion carried by the following roll call vote:

Ayes:	Councilmembers González, Moore, Trujillo, Mayor Pro Tem Rounds, Mayor Serrano
Noes:	None
Abstain:	None

Absent: None

D. Consideration of Exploring Bond Issue Opportunities

Recommendation: That the City Council and Community Development Commission direct Staff to further explore opportunities to pursue a bond issuance as discussed in the body of this report, and bring back recommendations at a subsequent City Council and CDC meeting.

After the agenda was posted, staff was informed that it would not be advisable to pursue a bond issuance at this time. The City would like to contractually bind the tax increment to present and future projects and formalize the past practice of current an on-going Community Development Commission obligations with the City. Councilmember Moore asked if doing so was not considered prioritizing one project over another. The City Manager said it was not and that a more traditional Capital Improvement Project Study Session would be held later on in the year, whereby Council/Commission would be able to formally assess and prioritize capital needs and projects. Councilmember Moore asked what would happen to the projects if the Governor succeeds in eliminating Redevelopment Agencies. The City Manager stated that it would hamper the City's ability to complete the projects, but the project list could still be reprioritized. Councilmember Trujillo asked if there was a time limit to complete the projects. The City Attorney said there was not.

Councilmember Moore moved to change the recommendation to read as follows: That the City Council and Community Development Commission 1) Direct staff to monitor circumstances to determine whether to explore opportunities to pursue a bond issuance as discussed in the body of this report and bring back recommendations at a subsequent City Council and CDC meeting; and, 2) Name a subcommittee to study this issue. Mayor Pro Tem Rounds seconded. The motion carried by the following roll call vote:

Ayes: Councilmembers González, Moore, Trujillo, Mayor Pro Tem Rounds, Mayor Serrano
Noes: None
Abstain: None
Absent: None

Mayor Serrano appointed Councilmember Moore and Mayor Pro Tem Rounds to the subcommittee.

4. Required Payment to SERAF

A. City Resolution No. 9302 - Payment of Required SERAF to State for Fiscal Year 2010-11

Recommendation: That the City Council: 1) Adopt attached Resolution No. 9302, providing for the payment of the Supplemental Educational Revenue Augmentation Fund (SERAF) for FY 2010-11; and 2) Authorize the Director of Finance and Administrative Services to inform the Los Angeles County Auditor-Controller that the CDC will make its required contribution from the Low and Moderate Set Aside Funds.

B. CDC Resolution No. 259-2011 - Payment of Required SERAF to State for Fiscal Year 2010-11

Recommendation: That the Community Development Commission: 1) Adopt attached Resolution No. 259-2011, providing for the payment of the Supplemental Educational Revenue Augmentation Fund (SERAF) for FY 2010-11; and 2) Authorize the Director of Finance and Administrative Services to inform the Los Angeles County Auditor-Controller that the CDC will make its required contribution from the Low and Moderate Set Aside Funds.

Councilmember González moved the approval of Items 4A and 4B; Mayor Pro Tem Rounds seconded. The motion carried by the following roll call vote:

Ayes: Councilmembers González, Moore, Trujillo, Mayor Pro Tem Rounds, Mayor Serrano
Noes: None
Abstain: None
Absent: None

5. **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 Serrano opened Oral Communications at 5:33 p.m. There being no one wishing to speak, Mayor Serrano closed Oral Communications at 5:34 p.m.

6. **ADJOURNMENT**

Mayor Serrano adjourned the meeting at 5:35 p.m.

**CITY OF SANTA FE SPRINGS
MINUTES FOR THE REGULAR MEETINGS OF THE
COMMUNITY DEVELOPMENT COMMISSION
AND CITY COUNCIL**

FEBRUARY 10, 2011

1. CALL TO ORDER

Mayor Serrano called the Community Development Commission and City Council meetings to order at 6:12 p.m.

2. ROLL CALL

Present: Commissioners/Councilmembers González, Moore, Trujillo, Vice Chairperson/Mayor Pro Tem Rounds, and Chairperson/Mayor Serrano

Also present: Thaddeus McCormack, City Manager; Anita Jimenez, Deputy City Clerk; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning & Community Development; Don Jensen, Director of Public Works; Dino Torres, Director of Police Services; Hilary Keith, Director of Library & Cultural Services; Jose Gomez, Director of Finance & Administrative Services; Alex Rodriguez, Fire Chief

COMMUNITY DEVELOPMENT COMMISSION

3. REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR

City Manager Thaddeus McCormack had no report.

Director of Planning & Community Development Paul Ashworth updated the Commission on the sales of the homes in the Villages Project. Mayor Serrano asked if the number of residents who have purchased homes is known. Paul Ashworth will provide that information to the Commission. Commissioner González asked for a monthly report to be provided on this subject.

4. CONSENT AGENDA

- A. **Approval of Minutes**
Minutes of the Regular Community Development Commission Meeting of January 13, 2011

Recommendation: That the Community Development Commission approve the minutes as submitted.

Vice Chairperson Rounds moved the approval of Item 4A. Commissioner González seconded the motion, which carried unanimously.

NEW BUSINESS

5. Resolution No. 255-2011 - Approving the Use of Community Development Commission Funds for the Miscellaneous Water Feature Repairs

Recommendation: That the Community Development Commission take the following actions: 1) Amend the Adopted Capital Improvement Program for FY 2006-07 through FY 2011-12 to include the Miscellaneous Water Feature Repairs; 2) Adopt Resolution No. 255-2011 finding that the Miscellaneous Water Feature Repairs benefit the Consolidated Redevelopment Project Area and that no other reasonable means to complete the financing of this project is available within the Community; and, 3) Appropriate \$100,000 to the Miscellaneous Water Feature Repairs (484-R559) from 2006-A non-taxable unallocated CDC Bond Funds to complete the funding for this project.

Don Jensen informed the Council that four of the City's 27 water features were in desperate need of repair and not on the current Capital Improvement List.

Commissioner González moved the approval of Item 5; Commissioner Moore seconded the motion, which carried by the following roll call vote:

Ayes: Commissioners González, Moore, and Trujillo, Vice Chairperson Rounds, Chairperson Serrano
Noes: None
Abstain: None
Absent: None

6. Resolution No. 256-2011 - Approving the Use of Community Development Commission Funds for the Miscellaneous Park Improvements

Recommendation: That the Community Development Commission take the following actions: 1) Amend the Adopted Capital Improvement Program for FY 2006-07 through FY 2011-12 to include the Miscellaneous Park Improvements; 2) Adopt Resolution No. 256-2011 finding that the Miscellaneous Park Improvements benefit the Consolidated Redevelopment Project Area and that no other reasonable means to complete the financing of this project is available within the Community; and, 3) Appropriate \$150,000 to the Miscellaneous Park Improvements (484-R558) from 2006-A non-taxable unallocated CDC Bond Funds to complete the funding for this project.

Vice Chairperson Rounds moved the approval of Items 6 and 15; Commissioner Trujillo seconded the motion, which carried by the following roll call vote:

Ayes: Commissioners González, Moore, and Trujillo, Vice Chairperson Rounds, Chairperson Serrano
Noes: None
Abstain: None
Absent: None

7. Resolution No. 257-2011 - Approving the Use of Community Development Commission Funds for the Fire Station Roof Improvements

Recommendation: That the Community Development Commission take the following actions: 1) Amend the Adopted Capital Improvement Program for FY 2006-07 through FY 2011-12 to include the Fire Station Roof Improvements; 2) Adopt Resolution No. 257-2011 finding that the Fire Station Roof Improvements benefit the Consolidated Redevelopment Project Area and that no other reasonable means to complete the financing of this project is available within the Community; and, 3) Appropriate \$100,000 to the Fire Station Roof Improvements (484-R560) from 2006-A non-taxable unallocated CDC Bond Funds to complete the funding for this project.

Commissioner González moved the approval of Items 7 and 16; Commissioner Trujillo seconded the motion, which carried by the following roll call vote:

Ayes:	Commissioners González, Moore, and Trujillo, Vice Chairperson Rounds, Chairperson Serrano
Noes:	None
Abstain:	None
Absent:	None

APPROPRIATION OF FUNDS

8. Capital Improvement Projects

Recommendation: That the Community Development Commission take the following actions: 1) Appropriate \$600,000 from 2006-A non-taxable unallocated CDC Bond Funds to the Neighborhood Center Renovation and Modernization Project (484-R545); 2) Appropriate \$150,000 from 2006-A non-taxable unallocated CDC Bond Funds to the Clarke Estate Improvements (488-R557); and, 3) Appropriate \$150,000 from 2006-A non-taxable unallocated CDC Bond Funds to the Florence Avenue and Roseton Avenue Traffic Signal (450-C319).

Don Jensen stated that these three projects need to have additional funds appropriated. Chairperson Serrano stated that staff had previously advised against the traffic signal at Florence and Roseton. Don Jensen stated that the traffic study met State requirements for the installation of a signal. Commissioner Trujillo asked how many accidents have occurred at this location. Staff will provide this information to the Council. Chairperson Serrano asked what specific enhancements were needed at the Clarke Estate. The list included: carpet, interior and exterior paint, grass (possibly artificial). The City Manager stated that they were not enhancements, but rather necessary improvements in order to justify the rental fees. Commissioner González asked if the additional amount needed for the Neighborhood Center Renovation was due to asbestos. Don Jensen stated it was. Commissioner Moore asked for the total cost of the Neighborhood Center Renovation. Total construction cost is between \$3.5 million and \$3.6 million, with an initial projected cost of \$3.1 million. Staff will provide Council with a total project cost, including construction management costs.

Commissioner González moved the approval of Item 8; Commissioner Trujillo seconded the motion, which carried by the following roll call vote:

Ayes: Commissioners González, Moore, and Trujillo, Vice Chairperson Rounds,
Chairperson Serrano
Noes: None
Abstain: None
Absent: None

CITY COUNCIL

9. CONSENT AGENDA

Approval of Minutes

A. Minutes of the Regular City Council Meeting of January 13, 2011

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

Mayor Pro Tem Rounds moved the approval of Item 9A. Councilmember Trujillo seconded the motion, which carried unanimously.

10. PUBLIC HEARING

State of California Citizen's Option for Public Safety (COPS) Grant Program

Recommendation: That the City Council: 1) Open the Public Hearing for those wishing to speak on this matter; and, 2) Approve the expenditure of the State of COPS funds as outlined in the plan contained herein.

Mayor Serrano opened the Public Hearing at 6:30 p.m.

There being no one wishing to speak, Mayor Serrano closed the Public Hearing at 6:31 p.m.

Councilmember González moved the approval of Item 10. Mayor Pro Tem Rounds seconded the motion, which carried unanimously.

11. ORDINANCE FOR PASSAGE

Ordinance No. 1022 – Revising Salaries of City Councilmembers

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1022 revising salaries of City Councilmembers.

Steve Skolnik read the Ordinance by title. Councilmember González moved the approval of Item 11 as written with the addition of cutting the gas allowance Councilmembers receive by half. Steve Skolnik stated that the gas allowance is set by City Council Resolution and is not on this agenda. The item can be added to a future agenda. Steve Skolnik stated that at any time an individual Councilmember may voluntarily lower the amount of gas allowance he/she

receives. Councilmember Moore agreed that the amount of gas allowance should be reviewed. Councilmember González moved the approval of Item 11 as written. Mayor Pro Tem Rounds seconded the motion, which carried by the following roll call vote:

Ayes: Councilmembers González, Moore, and Trujillo, Mayor Pro Tem Rounds, Mayor Serrano
Noes: None
Abstain: None
Absent: None

AWARD OF BID

12. Award Bid to Bauer Compressors for a 6000 PSI Air Compressor

Recommendation: That the City Council award a bid to Bauer Compressors and authorize the Director of Purchasing Services to issue a purchase order to process the transaction.

Councilmember González moved the approval of Items 12 and 13. Mayor Pro Tem Rounds seconded the motion, which carried unanimously.

13. Award Bid to Paratech for High and Low Pressure Air Bags

Recommendation: That the City Council award a bid to Paratech and authorize the Director of Purchasing Services to issue a purchase order to process the transaction.

NEW BUSINESS

14. Resolution No. 9299 - Approving the Use of Community Development Commission Funds for the Miscellaneous Water Feature Repairs

Recommendation: That the City Council take the following actions: 1) Amend the Adopted Capital Improvement Program for FY 2006-07 through FY 2011-12 to include the Miscellaneous Water Feature Repairs; and, 2) Adopt Resolution No. 9299 finding that the Miscellaneous Water Feature Repairs benefit the Consolidated Redevelopment Project Area and that no other reasonable means to complete the financing of this project is available within the Community.

Councilmember González moved the approval of Item 14. Councilmember Trujillo seconded the motion, which carried by the following roll call vote:

Ayes: Councilmembers González, Moore, and Trujillo, Mayor Pro Tem Rounds, Mayor Serrano
Noes: None
Abstain: None
Absent: None

15. Resolution No. 9300 - Approving the Use of Community Development Commission Funds for the Miscellaneous Park Improvements

Recommendation: That the City Council take the following actions: 1) Amend the Adopted Capital Improvement Program for FY 2006-07 through FY 2011-12 to include the Miscellaneous Park Improvements; and, 2) Adopt Resolution No. 9300 finding that the Miscellaneous Park Improvements benefit the Consolidated Redevelopment Project Area and that no other reasonable means to complete the financing of this project is available within the Community.

16. Resolution No. 9301 - Approving the Use of Community Development Commission Funds for the Fire Station Roof Improvements

Recommendation: That the City Council take the following actions: 1) Amend the Adopted Capital Improvement Program for FY 2006-07 through FY 2011-12 to include the Fire Station Roof Improvements; and, 2) Adopt Resolution No. 9301 finding that the Fire Station Roof Improvements benefit the Consolidated Redevelopment Project Area and that no other reasonable means to complete the financing of this project is available within the Community.

17. Stipulation to Interlocutory Judgment in Condemnation – Vicky's Hair Salon and Spa/Valley View Grade Separation Project (APN 8069-006-042)

Recommendation: That the City Council take the following actions: 1) Approve the Stipulation to Interlocutory Judgment in Condemnation for Vicky's Hair Salon (APN 8069-006-042); 2) Authorize the City Manager to execute the Stipulation and to take all actions required by the Stipulation to complete this transaction; and, 3) Authorize the Director of Finance & Administrative Services to issue a check in the amount of \$47,500 to Virginia Servin.

Steve Skolnik stated that this is part of the Valley View Grade Separation and Eminent Domain case. The attorneys have reached a negotiated settlement.

Councilmember González moved the approval of Item 17. Councilmember Moore seconded the motion, which carried by the following roll call vote:

Ayes:	Councilmembers González, Moore, and Trujillo, Mayor Pro Tem Rounds, Mayor Serrano
Noes:	None
Abstain:	None
Absent:	None

Mayor Serrano recessed the meeting at 6:37 p.m.

At 7:02 p.m., Mayor Serrano reconvened the meeting.

18. **INVOCATION**

Councilmember González gave the invocation.

19. **PLEDGE OF ALLEGIANCE**

Councilmember Trujillo led the Pledge of Allegiance.

INTRODUCTIONS

20. No members of the Youth Leadership Committee were present.

21. Kathie Fink, Executive Director of the SFS Chamber of Commerce, is recovering from surgery; the Council extended well wishes to her. Mayor Serrano introduced Lisa Boyajian - Ansa Insurance Services and Carlos Galvan, Jr. – La Amapola, Inc.

22. **ANNOUNCEMENTS**

Mayor Serrano called on Hilary Keith for community announcements.

Mayor Serrano called on Dr. Martinez of Rio Hondo College to give the Council an update on college projects and programs.

PRESENTATIONS

23. Presentation to Tom Lopez upon his Retirement

Recommendation: The Mayor may wish to call upon Don Jensen to assist with this presentation.

Don Jensen gave an account of Tom Lopez's 27-year career with the City. The Council presented Tom with a jacket and crystal clock. Tom thanked the Council for the opportunity to work for the City and stated that he hoped he had made a positive impact on the community.

24. Introduction of New Santa Fe Springs Policing Team Member

Recommendation: The Mayor may wish to call upon Dino Torres, Director of Police Services, to introduce the newest member of the Santa Fe Springs Policing Team.

This item will be presented at an upcoming Council meeting.

25. 2010 Christmas Home Decorating Contest Winners

Recommendation: The Mayor may wish to call upon Anita Jimenez, Deputy City Clerk, to assist with the presentations.

Mayor Serrano called on Mayor Pro Tem Rounds for the presentation. Mayor Pro Tem Rounds recapped the program for the audience and thanked the Beautification Committee.

for assisting with the judging. Mayor Pro Tem Serrano called up the winners of the awards and presented them with plaques.

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

Councilmember González appointed Raul Miranda, Jr. to the Parks & Recreation Committee. Mayor Serrano created a Relay for Life Subcommittee and appointed Councilmembers Moore and Trujillo.

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 Serrano opened Oral Communications at 7:47 p.m.

There being no one wishing to speak, Mayor Serrano closed Oral Communications at 7:48 p.m.

25. **EXECUTIVE TEAM REPORTS**

Don Jensen reported that the Metropolitan Water District completed the scheduled shut down of its water lines without interruption of service to Santa Fe Springs residents.

26. **ADJOURNMENT**

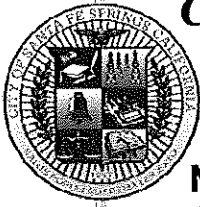
Mayor Serrano adjourned the meeting at 7:50 p.m. in the memory of Mr. De La Mora, husband of Teresa De La Mora, Relay for Life Chairperson.

Joseph D. Serrano, Sr.
Mayor

ATTEST:

Anita Jimenez, Deputy City Clerk

Date _____



City of Santa Fe Springs

Community Development Commission

March 10, 2011

NEW BUSINESS

Extension of Section 1.03 of the Purchase and Sale Agreement between the CDC and Villages at Heritage Springs LLC.

Consideration of an extension of the deadline date set forth in Section 1.03 of the Purchase and Sale Agreement regarding Affordable Housing Assistance.

RECOMMENDATION

It is recommended that the Community Development Commission take the following action:

1. That the Community Development Commission approve the extension of the deadline date set forth in Section 1.03 of the Purchase and Sale Agreement regarding Affordable Housing Assistance until September 30, 2012.

BACKGROUND

At its meeting of July 9, 2009, the Community Development Commission ("CDC") approved Amendment No. 3 to the Disposition and Development Agreement between the CDC and the Villages at Heritage Springs LLC ("VHS") concerning minor changes to the existing DDA and including a purchase and sale agreement involving a 5.8 acre portion of the project site. A condition of this purchase and sale transaction, known as Section 1.03 of the Agreement, establishes that the developer will use one million dollars (\$1,000,000) of the down payment fund involved in this transaction (from the CDC's Low and Moderate Income Housing Fund) to provide sale price "write down" assistance to income eligible Low/Mod buyers. The Agreement states that, "In no event shall the close of escrow for the affordable housing purchasers exceed April 30, 2011."

Since 2009 when the Purchase and Sale Agreement was executed, economic conditions and construction schedules have changed drastically causing the April 30, 2011 deadline to be unattainable.

Despite the economy-induced delay, both the CDC and VHS remain committed to providing affordable housing assistance per the terms of Section 1.03. Accordingly, it is recommended that the deadline set forth in Section 1.03 be extended by seventeen months, to September 30, 2012, during which time staff anticipates assisting between 8-12 income eligible Low/Mod households with their first home purchase.




City of Santa Fe Springs

Community Development Commission

March 10, 2011

FISCAL IMPACT

Home sales generated by Section 1.03 of the Purchase and Sale Agreement will trigger property reassessment, thus extension of the deadline date to facilitate said sales will have a positive fiscal impact on the CDC.


Thaddeus McCormack
City Manager


Paul R. Ashworth
Executive Director

Attachment

Amendment to Purchase and Sale Agreement

Copy of Purchase and Sale Agreement (between CDC and VHS LLC)

AMENDMENT TO PURCHASE AND SALE AGREEMENT

On July 9, 2009, a Purchase and Sale Agreement was entered into by and between the Community Development Commission of the City of Santa Fe Springs, a public entity ("CDC"), and Villages at Heritage Springs, LLC, a California Limited Liability Coporation ("VHS") establishing, among other things, that VHS shall utilize One Million Dollars of the funds used in the transaction toward providing sale price credit (write down) to make the purchase affordable to income eligible Low/Mod income households.

Pursuant to Section 1.03 "Affordable Housing Assistance" of said Purchase and Sale Agreement, escrow for the affordable housing purchases shall not extend beyond April 30, 2012. Due to unforeseen and unfavorable economic conditions, achievement of this deadline date is not possible. However, as both parties remain committed to the terms and intent of the Purchase and Sale Agreement, in particular Section 1.03, the CDC and VHS agree to extend the deadline date under Section 1.03 by seventeen months, until September 30, 2012

At its meeting of March 10, 2011, the CDC approved a seventeen month extension of Section 1.03 of the Purchase and Sale Agreement, until September 30, 2012, and that all other conditions and provisions of the Agreement remain unchanged.

Community Development Commission of the City of Santa Fe Springs, a public entity

By: _____ Date: _____

Print Name: Paul R. Ashworth

Title: Executive Director

Villages at Heritage Springs, LLC a California Limited Liability corporation

By: _____ Date: _____

Print Name: _____

Title: _____

PURCHASE AND SALE AGREEMENT

AND

JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement"), is entered into on July 9, 2009, between Villages at Heritage Springs, LLC, a California Limited Liability corporation ("Seller" or "Developer"), and the Community Development Commission of the City of Santa Fe Springs ("Purchaser"). Hereafter, Seller and Purchaser are sometimes individually referred to as "Party" and collectively as "Parties".

RECITALS

- A. This Agreement is made with reference to the following facts:
- B. Seller owns certain real property Lots 68 and 69 of Tract 63136, within the City's boundaries, ("Property"), which is described in Exhibit "A" attached hereto and by this reference made a part hereof.
- C. Seller desires to sell the Property to the Purchaser and Purchaser desires to purchase the Property on the terms and conditions provided in this Agreement.

ARTICLE I

Purchase Price

1.01 Purchase Price. The "Purchase Price" for the Property shall be determined based upon the appraisal for the Property, prepared by an appraiser mutually acceptable to Seller, Purchaser and the Seller's lender, assuming the land use density of 226 units on Lots 68 and 69. It is assumed by the parties that the appraisal will be approximately Seventeen Million Dollars.

1.02 Payment of Purchase Price. The Purchase Price shall be paid in cash and a promissory note. The first payment shall be a Two Million Dollar (\$2,000,000) cash down payment which shall be due upon the execution of this Agreement. The remaining payments shall be according to the terms of the Purchase Price Note attached hereto as Exhibit "3" and based upon Net Tax Increment after pass throughs and set aside payments received by the Purchaser from that portion of Tract 63136 excluding the Property. The Purchase Price Note payments shall be made each year until such time as the earlier of: (1) Purchase Price amount is reached; or (2) Seller decides to exercise its option to repurchase the Property pursuant to 1.04 below. Notwithstanding the foregoing, in no event shall the CDC be required to pay a greater amount than the Net Tax Increment during the term and any remaining amount still owed after 15 years shall be forgiven. Similarly, should the Developer ask for accelerated payment from a bond issuance, the net amount of bond proceeds available based on the Net Tax Increment flow shall constitute payment in full of the Note.

1.03 Affordable Housing Assistance. One Million dollars(\$1,000,000) of the down payment shall be derived from the CDC's Low/Mod Housing Set Aside funds and shall be

utilized to provide credits to the sales price for moderate income purchasers equal to the difference between the market rate price and the affordable price for that qualified buyer. This assistance shall be provided to qualified buyers for eligible homes sold after Phase 1 of detached homes (18 homes sold – 10 Cluster Homes and 8 Alley Homes) and Phases 1 and 2 of the attached homes (26 – 3 story townhomes and 29 – 2 story townhomes). In no event shall the close of escrow for the affordable housing purchasers exceed April 30, 2011. The number of units shall be the maximum number that may be assisted with the One Million dollars and in the event that there is an amount remaining which does not equal a sufficient amount for a unit then the CDC could at its option elect to provide additional set aside funds to create another affordable unit. All such affordable units shall require a loan agreement, note, deed of trust and regulatory agreement setting forth the terms of the credit between the purchaser and the CDC and the regulatory covenants which shall be for a term of 45 years. All said purchaser documents shall be approved as to form by the CDC counsel. The Developer shall have the right to designate which units are to be affordable subject to the CDC's reasonable approval. The CDC will also have the right to designate how many of such units will be sold in various product types, subject to Developer's reasonable approval. The CDC and Developer shall agree on the affordable unit mix and quantity prior to Developer's loan for such phase of homes which includes an affordable housing component.

1.04 Option to Repurchase. In the event Seller decides to exercise its option to repurchase at any time prior to the completion of the Project, or up to one (1) year after the completion of the Project, or as extended by approval of Director of Planning and Development to accommodate agreed upon and approved project changes, ("Option Period"), the Repurchase Purchase Price shall be the amount that the CDC has already paid for the property less the One Million Dollar payment for the affordable units. Seller shall give a sixty (60) day notice of its intent to exercise the option to repurchase prior to expiration of the Option Period. During the Option Period the Developer shall reasonably maintain the Property (performing weed control, dust control, sandbag replacement, etc. on an as-needed basis) – including maintaining fencing around the property and re-grading to allow Stormwater compliance. Any grading and/or dirt export from Lots 68 and 69 will be mutually agreed to between the Parties prior to commencement and it will be the responsibility of the Developer to return the Property to its original condition. Neither of the parties shall make an assignment, hypothecation or pledge the land or obligation without first obtaining the other party's approval. Developer may submit and have approved by the City a project with lesser density than the current Project. If the Developer retains the existing Project in conformance with existing entitlements no additional City submittals or approvals are necessary with the sole exception of review and approval of the building plans by the Director of Planning and Development.

1.05 Right of First Refusal. After the expiration of the Option period the Developer shall have a first right of refusal to purchase the property. Notice shall be provided in writing to Developer of a third party offer and Developer shall have ten (10) business days to give written notice of its intent to exercise its right of first refusal. In the event the third party purchase price exceeds the original purchase price on the Note, the Developer may exercise its right of first refusal for an amount which would be fifty (50) percent of the additional amount to the original purchase price.

1.06 Escrow. Closing of escrow and transfer of title to CDC shall not occur until the full purchase price has been paid pursuant to the Purchase Price Note terms. Escrow shall be opened sixty (60) days before the final Purchase Price Note payment is due.

ARTICLE II

Condition of the Property

2.01 Disclaimer of Warranties. Purchaser shall acquire the Property in its "AS IS" and "WITH ALL FAULTS" condition; however, until such time as the close of escrow Seller shall indemnify Buyer and shall be responsible for any and all claims related to defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, wells, or other structures located on, under or about the Property. Seller's representation and/or warranty concerning the physical, environmental, geotechnical or other condition of the Property is that all work shall have been completed according to the approved remedial action plan ("RAP"). Upon Close of Escrow, Purchaser releases any claim of liability of Seller for the environmental condition of the Property.

2.02 Review of Documents. Within ten (10) working days after the opening of escrow by both parties, Seller shall make available to Purchaser true, correct and complete copies of all contracts, including any settlement agreements relating to prior litigation (redacted as to consideration paid to Seller), which relate to the Property (together with any amendments or modifications thereto), and any other information in Seller's possession or control reasonably requested by Purchaser regarding the Property. Seller shall make a diligent good faith effort to identify all such contracts, reports and other information, inform Buyer of such information and then provide it to Buyer on request, but nothing herein shall require Seller to provide such information which is not obtainable through such diligent effort. Notwithstanding anything contained herein, Seller makes no other representation or warranty concerning the completeness of any report on the title, physical, environmental, geotechnical or other condition of the Property or that such contracts, reports or other information requested by Purchaser constitute all such contracts, reports and other information requested by Purchaser in Seller's possession or control.

ARTICLE III

Disapproval

3.01 Consequences of Disapproval. In the event of termination of this Agreement by Purchaser for any reason provided in this Section, pursuant to the provisions of Section 3.02, the down payment and all installment payments previously made pursuant to the Purchase Price Note shall be retained by Seller as consideration for holding the Property for sale solely to Purchaser. A termination by Seller shall require repayment of the installment payments unless it is terminated pursuant to exercise of its Option to Repurchase. Apart from those payments each Party shall bear its own costs and neither Party shall have any liability for damages or ongoing liability to the other under this Agreement.

(a) **Cause for Termination.** Cause for termination may include any of the following reasons:

(i) **Title.** Seller is unable to eliminate any disapproved title exceptions after using commercially reasonable efforts to do so.

(ii) **Environmental.** Purchaser determines that the environmental condition of the Property is unacceptable.

(iii) **Failure of Conditions to Close.** Should either Party fail to perform any of its conditions to close and the Party benefiting from the condition refuses to waive the obligation to perform the condition.

(iv) **Option to Repurchase.** Exercise of Seller's Option to Repurchase.

(b) **Options.** In the event any of the foregoing occurrences, the following options shall be available.

(i) The benefited party may waive the matter,

(ii) The benefited party may terminate this Agreement, or

(iii) The benefited party may extend the Closing Date for such reasonable time as may be appropriate to allow the performing party to satisfy the matter.

3.02 Termination. Failure or delay by either Party to timely perform any covenant of this Agreement constitutes a default under this Agreement, but only if the Party who so fails or delays does not commence to cure, correct or remedy such failure or delay within twenty (20) days after receipt of a written notice specifying such failure or delay, and does not thereafter prosecute such cure, correction or remedy with diligence to completion. The injured party shall give written notice of default to the Party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until twenty (20) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

ARTICLE IV

Closing

4.01 Closing. The purchase and sale of the Property, as provided in this Agreement, shall be consummated at a closing ("Closing") which shall be held at the offices of the Escrow Agent. The term "Closing" is used herein to mean the time Seller's Grant Deed is filed for recording by the Escrow Agent in the Office of the County Recorder of Los Angeles County, California.

4.02 Obligations of Seller at Closing. At Closing, Seller shall do the following:

(a) Execute, acknowledge and deliver the Grant Deed to Escrow Agent which shall grant and convey to Purchaser or Purchaser's assignee title to the Property.

(b) Deliver possession of the Property to Purchaser or Purchaser's assignee, in its present condition "AS IS" and "WITH ALL FAULTS".

4.03 Obligations of Purchaser at Closing. At the Closing, Purchaser shall do the following:

(c) Deliver the final installment payment to Escrow Agent.

4.04 Conditions to the Obligation of Seller at Closing. In addition to any other conditions provided in this Agreement for the benefit of Seller, the obligation of Seller to sell the Property to Purchaser shall be subject to the following conditions:

(a) Purchaser shall have performed and complied with all of the terms and conditions provided in this Agreement to be performed or complied with by Purchaser before or at the Closing, and

(b) Purchaser shall have deposited the final installment payment for the Purchase Price into Escrow.

4.05 Conditions to the Obligation of Purchaser at Closing. In addition to any other conditions provided in this Agreement for the benefit of Purchaser, the obligation of Purchaser to purchase the Property from Seller shall be subject to the fulfillment of all of the following conditions no later than the Closing:

(a) Seller shall have performed and complied with all of the terms and conditions provided in this Agreement to be performed or complied with by Seller before or at the Closing.

(b) Purchaser shall have approved any exceptions to title which are identified in the Preliminary Title Report and Unrecorded Exceptions but which are not Permitted Exceptions, as provided in Section 2.03 herein.

(c) Purchaser shall have accepted the environmental condition of the Property.

ARTICLE V

Closing Costs, Prorations

5.01 Closing Costs. Except as otherwise provided in this Agreement: (i) charges of the Escrow Agent, and other costs associated with the Escrow shall be divided equally between the Parties, (ii) costs of the Title Policy, documentary transfer taxes, and recording costs shall be paid by the Purchaser, and (iii) all other expenses incurred by Seller or Purchaser with respect to the transactions contemplated by this Agreement including, without limitation, attorneys' fees, shall be paid by the Party incurring the same.

5.02 Prorations of Taxes. Prior to or concurrent with Closing, Seller shall pay, cancel or terminate all current special taxes, assessments and improvement fees, charges or assessments levied against the Property. Secured property taxes assessed against the Property shall be

prorated at the Closing based upon the latest available tax bill. All prorations shall be based upon a thirty (30) day month.

ARTICLE VI

Miscellaneous.

6.01 Survival of Terms. The terms and provisions of this Agreement shall survive the Closing and shall remain in full force and effect thereafter.

6.02 Modifications. Any alternation, change or modification of or to this Agreement shall be in writing, signed by both Parties.

6.03 Assignment. Purchase Agreement and Note shall be fully assignable to Lender. Neither Party shall have the right to assign this Agreement or any interest or right hereunder or under Escrow to any other party (excluding Lender) without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Purchaser and Seller and their respective heirs, personal representatives, successors and assigns.

6.04 Affidavit of Non-Foreign Status. Seller hereby certifies that it is not a foreign corporation, foreign partnership, foreign trust, foreign estate, or non-resident alien for purposes of the United States Income Taxation (as those terms are defined in the Internal Revenue Code and Income Tax Regulations). Seller shall deliver to Escrow Agent and Purchaser at or before the Closing, such documentation as may be reasonably requested by Purchaser to confirm that it is not a foreign person in compliance with Internal Revenue Code Section 1445.

6.05 Brokers or Finders. Each Party represents to the other Party that no broker has been involved in connection with this transaction. It is agreed that if any claims for brokerage commissions or finder fees are ever made against Seller or Purchaser in connection with the transactions contemplated by this Agreement, all such claims shall be paid by the Party whose actions or alleged commitments form the basis of such claims and the Party whose actions or commitments form the basis of such claims shall indemnify and hold the other Party harmless from and against any and all such claims and demands (including costs and attorneys' fees).

6.06 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6.07 Entire Agreement/Complete Compensation/Release. This Agreement contains the entire agreement between the Parties relative to the subject matter of this Agreement and there are no oral or parol agreements existing between them relative to the same which are not expressly provided in this Agreement. This Agreement may only be modified by a writing executed by both of the Parties.

6.08 Headings. The Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

6.09 Interpretation. Whenever the context so requires, the singular and the plural shall each be deemed to include the other, and each of the masculine, the feminine and the neuter

shall each be deemed to include the other. Should any provision of this Agreement require interpretation, it is agreed that the person or persons interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or counsel prepared the same or caused the same to be prepared. The language in all parts of this Agreement shall be in all cases construed reasonably, according to its plain meaning and not strictly for or against any of the parties.

6.10 Notices. Any notice, consent, approval or other communication required or permitted in connection with this Agreement shall be in writing and shall be personally served or sent by certified United States mail, postage prepaid, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the addresses provided on the signature page hereof. Any such notice, consent, approval or other communication shall be deemed served when received.

6.11 Governing Law. This Agreement shall be construed according to the laws of the State of California.

6.12 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. The parties hereto agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision of this Agreement with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this Agreement, or otherwise to amend this Agreement to achieve such result.

6.13 Waiver. No waiver by either Party of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or of any subsequent breach by the other Party of the same provision.

6.14 Time of Essence. Time is of the essence of this Agreement and each and every provision of the same.

6.15 Further Acts. Each party shall cooperate with the other party to accomplish the transaction described herein including the execution of such additional documents and the performance of such additional acts as may be reasonably required to accomplish the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

**VILLAGES AT HERITAGE SPRINGS,
LLC**

By: 

Its: Mary

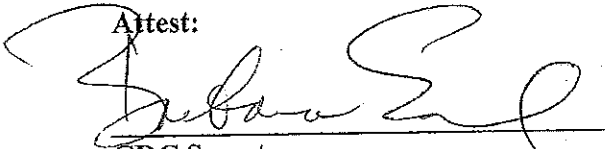
PURCHASER:

**COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF SANTA
FE SPRINGS**


By: 

Chairman

Attest:


CDC Secretary

Approved as to form:


CDC Counsel

REFER TO ITEM 4A

REFER TO ITEM 4B



City of Santa Fe Springs

City Council Meeting

March 10, 2011

FINAL PAYMENT

Little Lake Park Playground Equipment Replacement - Final Progress Payment
(Less 5% Retention)

RECOMMENDATION

That the City Council approve the Final Progress Payment (less 5% Retention) to Micon Construction of Placentia, CA, in the amount of \$138,948.16 for the subject project.

BACKGROUND

At the City Council meeting of January 13, 2011, the City Council awarded a contract to Micon Construction of Placentia, CA, in the amount of \$124,962.51 for the construction of the subject project. The project has now been completed and this report addresses final payment to the contractor.

Funding for this project is from a 2002 State Park per Capita Grant in the amount of \$220,000. Following award of the contract, the City Manager, Director of Parks and Recreation and Director of Public Works collectively agreed to incorporate some additional enhancements into the project. The enhancements included the construction of a four foot-wide sidewalk around the perimeter of the playground area and the replacement of uplifted sidewalk at various locations throughout the park. The total cost for the additional work is \$21,298.72. With those additions, the final construction contract amount increased to a total of \$146,261.23.

The attached payment detail represents the Final Progress Payment (less 5% Retention) that is due per terms of the contract for the work which has been completed and found to be satisfactory.

In addition, the labor for City personnel involved in the project will be included in the request for grant reimbursement. The estimated cost of labor to be reimbursed is approximately \$20,000. This would bring the total project cost to \$166,261.23 which is well within the grant amount of \$220,000.

Thaddeus McCormack
City Manager

Attachments:

Progress Payment Detail

Little Lake Park Playground Equipment Replacement

Micon Construction
1616 Sierra Madre Circle
Placentia, CA 92870

Payment Detail

Item No.	Description	Estimate Quantity	Unit	Contract		Completed This Period Quantity	Completed This Period Amount	Completed To Date Quantity	Completed To Date Amount
				Unit Price	Amount				
1.	Remove and dispose of existing playground equipment, complete in place.	1	L.S.	\$ 8,460.00	\$ 8,460.00	1.00	\$ 8,460.00	100%	\$ 8,460.00
2.	Remove and dispose of existing rubberized playground surfacing, complete in place.	1	L.S.	\$ 721.00	\$ 721.00	1.00	\$ 721.00	100%	\$ 721.00
3.	Remove and dispose of existing playground sand, complete in place.	1	L.S.	\$ 3,605.00	\$ 3,605.00	1.00	\$ 3,605.00	100%	\$ 3,605.00
4.	Provide the design, equipment and installation of playground equipment, complete in place.	1	L.S.	\$ 69,948.51	\$ 69,948.51	1.00	\$ 69,948.51	100%	\$ 69,948.51
5.	Install rubberized playground surfacing including site preparation and installation of sub-base under new surfacing, complete in place.	1	L.S.	\$ 42,228.00	\$ 42,228.00	1.00	\$ 42,228.00	100%	\$ 42,228.00
				\$ 124,962.51		\$ 124,962.51		\$ 124,962.51	

Contract Change Orders

1.	Perimeter Playground Sidewalk								
	Remove/dispose/grade 7 Foot Path	1	L.S.	\$ 1,836.80	\$ 1,836.80	1	\$ 1,836.80	1	\$ 1,836.80
	Construct 4 Foot wide concrete sidewalk	1	L.S.	\$ 5,125.00	\$ 5,125.00	1	\$ 5,125.00	1	\$ 5,125.00
	Salvage and install irrigation heads and laterals	1	L.S.	\$ 2,844.00	\$ 2,844.00	1	\$ 2,844.00	1	\$ 2,844.00
	Furnish and install grass seed and topser	1	L.S.	\$ 735.00	\$ 735.00	1	\$ 735.00	1	\$ 735.00
	Remove and dispose of colored concrete panels (Batting Cages)	1	L.S.	\$ 638.00	\$ 638.00		\$ 638.00		\$ 638.00
	Remove and replace colored concrete to match existing color (Batting Cages)	1	L.S.	\$ 1,160.00	\$ 1,160.00	1	\$ 1,160.00	1	\$ 1,160.00
	Furnish and Install Miracle Full Arch Sign	1	L.S.	\$ 2,939.09	\$ 2,939.09	1	\$ 2,939.09	1	\$ 2,939.09
				\$ 124,962.51		\$ 124,962.51		\$ 124,962.51	
								Sub Total: \$ 15,277.89	
								15% Material Mark-Up (Signs): \$ 440.86	
								Total: \$ 15,718.75	
								Bond (3% of Total): \$ 471.56	
								Contract Change Order No. 1 Total: \$ 16,190.32	

Item No.	Description	Estimate Quantity	Unit	Unit Price	Contract Amount	Completed This Period Quantity	Completed This Period Amount	Completed To Date Quantity	Completed To Date Amount
2.	Remove and Replacement of Existing Park Sidewalks								
	Remove and dispose of concrete	594	S.F.	\$ 2.68	\$ 1,591.92	594	\$ 1,591.92	594	\$ 1,591.92
	Construct four-inch thick concrete	594	S.F.	\$ 5.92	\$ 3,516.48	594	\$ 3,516.48	594	\$ 3,516.48
Contract Change Order No. 2 Total:									\$ 5,108.40

Contract Change Orders Total: \$ 21,298.72

Total Completed Items to Date: \$ 146,261.23

CONTRACT PAYMENTS

Total Items Completed to Date \$ 146,261.23

Less 5% Retention \$ 7,313.06

First/Final Progress Payment \$ 138,948.16

W.O. #: 453-397-B024-4400

Approved: 221



City of Santa Fe Springs

City Council Meeting

March 10, 2011

NEW BUSINESS

Resolutions of Consideration to Amend and Restate the Rate and Method of Apportionment of the Special Tax for Community Facilities District No. 2002-1 and Community Facilities District 2004-1

RECOMMENDATIONS

1. Adopt Resolution No. 9306, a Resolution of Consideration to amend and restate the rate and method of apportionment of a special tax for Community Facilities District (CFD) 2002-1.
2. Adopt Resolution No. 9307, a Resolution of Consideration to amend and restate the rate and method of apportionment of a special tax for Community Facilities District 2004-1.

BACKGROUND

In 2002 and 2004 the City Council formed two separate Community Facilities Districts (CFD) pursuant to the Mello- Roos Community Facilities Act of 1982, as amended:

- (1) Santa Fe Springs Community Facilities District No. 2002-1
(Bloomfield-Lakeland)
- (2) Santa Fe Springs Community Facilities District No. 2004-1
(Bloomfield-Florence)

The purpose of the CFDs was to repay loans made by the Community Development Commission to Saris-Regis, the developer of adjacent industrial parks on Bloomfield, Lakeland and Florence (see attached maps). The loans were used by the developer to complete certain required public infrastructure improvements needed to support the developments and were to be repaid over a 15 year period through the establishment of the CFD special tax on the properties within the developments. The loans were recorded as a lien on the title to each affected parcel within the developments. The 2002 CFD is comprised of three parcels that would repay an \$800,000 loan with a 5.75% interest rate. The 2004 CFD is comprised of eight parcels that would repay a \$700,000 loan with a 5.75% interest rate.



City of Santa Fe Springs

City Council Meeting

March 10, 2011

These special taxes were assessed on a pro-rata portion, based on building area, assigned to each parcel within the development to repay the loans made by the CDC to the developer. Due to an administrative oversight, the special tax was not placed on the property tax roll following the formation of the CFDs. The first levy of the special tax was on the 2010 annual property tax bill. In accordance with the CFD formation documents, this first levy represented a "compressed" repayment schedule over the balance of the remaining 15 year period to repay the loan.

As a result of feedback from affected property owners regarding the assessment of the special taxes, Staff reviewed an alternative course of action. In doing so, it determined that the CDC can consider amending and restating the rate and method of apportionment of the special tax. No portion of the loan would be forgiven as result of this action; only the duration of the repayment period would be modified. The outcome of this action would be to reset the 15-year term beginning with the 2011 property tax bill.

Under the current CFD 2002-1 compressed repayment schedule the three parcel owners have a collective total annual installment payment of \$147,440. Under the proposed changes to the CFD 2002-1 repayment schedule, the collective total annual installment would be \$78,332. Under the current CFD 2004-1 compressed repayment schedule, the eight parcel owners have a collective annual installment payment of \$93,989. Under the proposed changes to the CFD 2004-1 repayment schedule, the collective total annual installment would be \$64,628.

In addition to resetting the 15-year term of the repayment period, the proposed amendment and restatement of the rate and method of apportionment of the special tax for both CFD 2002-1 and CFD 2004-1 contain an annual administrative expenses fee of \$6,500 (with an adjustment based on change in CPI) which is prorated to each of the parcel owners on the same basis (building area) as the special tax. These administrative expenses are directly related to the administration of CFD 2002-1 and CFD 2004-1, including but limited to preparing required collection schedules, complying with disclosure requirements and other required reporting. Both the administrative fee and the CPI adjustment are standard items in most CFDs, however they were not included in the original CFD 2002-1 CFD 2004-1 rate and method of apportionment. Another proposed change to CFD 2002-1 is the addition of a CPI adjustment to the annual maintenance expenses fee of \$5,400. The maintenance expenses fee is also prorated to each of the parcel owners on the same basis (building area) as the special tax. This fee is for the cost of providing services and materials required to maintain certain streets within the development.



City of Santa Fe Springs

City Council Meeting

March 10, 2011

There are specific actions necessary if the current terms of the CFD are to be modified. The Mello-Roos CFD Act authorizes changes to the CFD pursuant to prescribed legislative actions by the City Council. The first legislative action is review and adoption of a Resolution of Consideration (attached). This action is followed by a Public Hearing to hear any protests against the proposed change in the rate and method of apportionment. The Public Hearing would be scheduled for the April 14, 2011 City Council meeting. The Public Hearing would be noticed in the local newspaper at least 7 days prior to the hearing as required by law.

Also scheduled for the April 14, 2011 City Council meeting would be the second legislative action to consider and approve a Resolution Calling Special Election on the matters raised in the Resolution of Consideration. However, if all the eligible voters (property owners) waive the 90-day waiting period otherwise required by the Mello-Roos Act between adoption of the Resolution Calling Special Election and the election, the election is held at the same meeting as the hearing and after the adoption of the Resolution Calling Special Election.

Fiscal Impact

No portion of the loan would be forgiven as result of this action; only the duration of the tax to pay back the loan would be modified. The outcome of this action would be to revise the 15-year tax duration beginning with the 2011 property tax bill.

Infrastructure Impact

The loans were used to complete certain required infrastructure improvements needed to support the developments and will be repaid through the establishment of the CFD special tax on the properties within the developments. CFD 2002-1 includes an on-going infrastructure maintenance tax that extends beyond the 15-year tax repayment schedule.


Thaddeus McCormack
City Manager

Attachments:

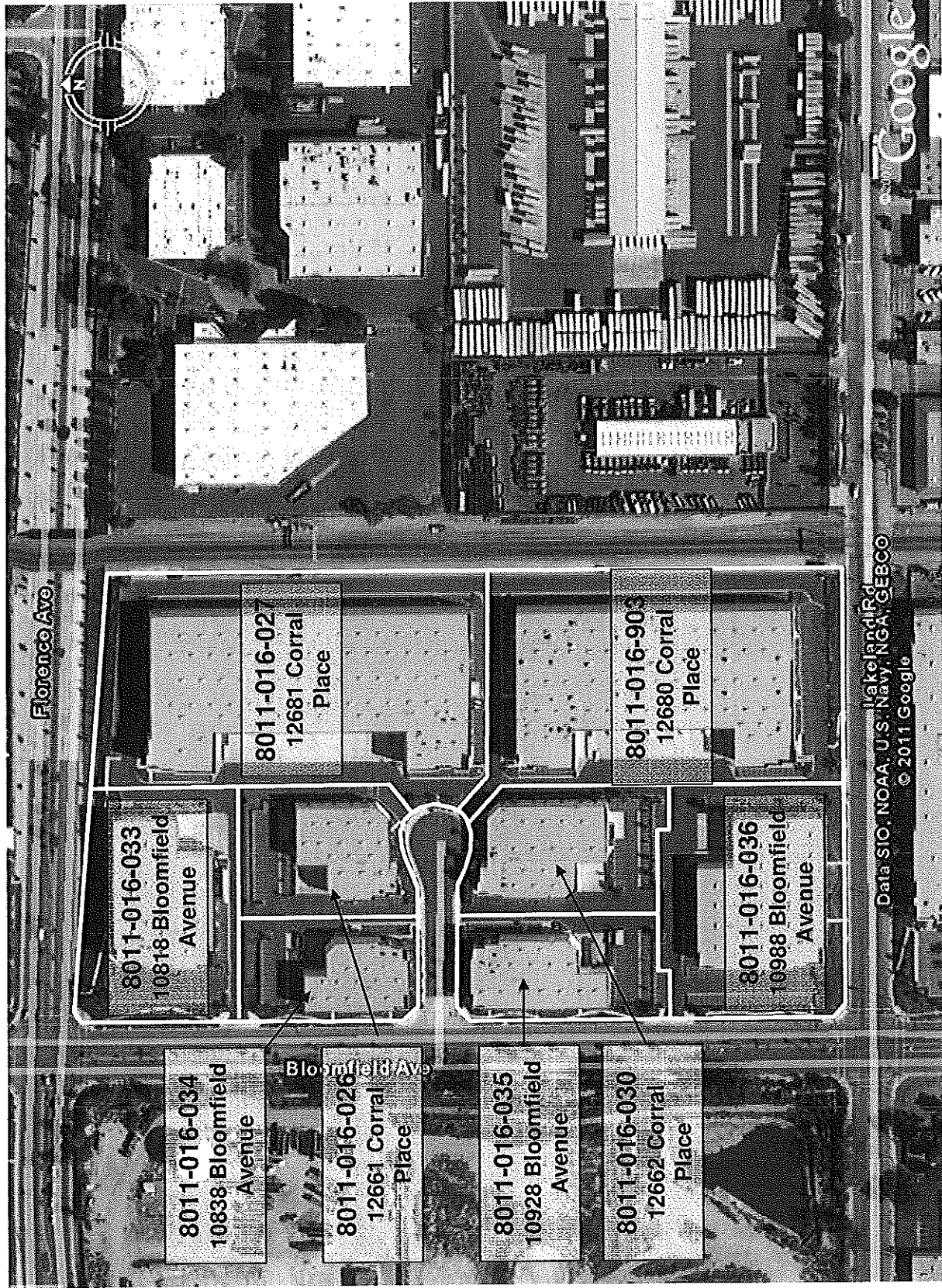
1. Map of CFD 2002-1
2. Map of CFD 2004-1
3. Resolution No.9306 Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax for CFD 2002-1
4. Exhibit A-Amended and Restated Rate and Method of Apportionment for CFD 2002-1
5. Resolution No. 9307 Resolution of Consideration to Amend an Restate the Rate and Method of Apportionment of Special Tax for CFD 2004-1
6. Exhibit A-Amended and Restated Rate and Method of Apportionment for CFD 2004-1

CFD 2002-1



Disclaimer: Property lines are for graphic representation to be used as a reference and are not to be construed as a legal document or survey instrument.

CFD 2004-1



Disclaimer: Property lines are for graphic representation to be used as a reference and are not to be construed as a legal document or survey instrument.

RESOLUTION NO. 9306

**RESOLUTION OF CONSIDERATION
TO AMEND AND RESTATE THE
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

**City of Santa Fe Springs
Community Facilities District No. 2002-1
(Bloomfield-Lakeland)**

RESOLVED, by the City Council (the "Council") of the City of Santa Fe Springs (the "City"), State of California, that:

WHEREAS, the Council has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to form City of Santa Fe Springs Community Facilities District No. 2002-1 (Bloomfield-Lakeland) (the "CFD"), to authorize the levy of a special tax (the "Special Tax") upon the land within the CFD to finance certain public services, all as described in those proceedings; and

WHEREAS, the Rate and Method of Apportionment of Special Tax for the CFD (the "Rate and Method"), was attached as Exhibit B to the City Council's Resolution No. 6791 adopted by the City Council on July 25, 2002; and

WHEREAS, pursuant to petitions received by the City from the owners of 25% or more of the land within the CFD not exempt from the Special Tax, the City has been asked to amend the Rate and Method to extend the period of time in which the Special Tax will be levied and, as a result, reduce the annual amount of the Special Tax, and the City Council has found that the public convenience and necessity require the proposed amendment of the Rate and Method; and

WHEREAS, the proposed changes must occur following a public hearing and must be approved by two-thirds of the votes cast on the proposition at an election of the qualified electors in the CFD.

NOW THEREFORE, IT IS ORDERED as follows:

1. Name of Affected Area. This Resolution relates to the property in the CFD.
2. Boundary Map. The external boundaries of the CFD are as set forth in the map of the CFD previously recorded in the Los Angeles County Recorder's Office as Document No. 03-0075601 in Book 188 at Pages 13 and 14 of Maps and Assessment and Community Facilities Districts.
3. Amendment and Restatement of the Rate and Method. The proposed amended and restated Rate and Method (the "Amended and Restated Rate and Method") in the form attached hereto as Exhibit A and incorporated herein by reference is hereby approved by this City Council, subject to approval by two-thirds of the votes cast on the proposition of amending and restating the Rate and Method at an election of the qualified electors in the CFD.

4. Public Hearing. The City Council hereby sets April 14, 2011 at 6:00 p.m. (which date is at least 30 days and not more than 60 days after the date of this Resolution) or as soon thereafter as possible in the City Council Chambers located at City Hall, 11710 E. Telegraph Road, Santa Fe Springs, California, as the date and time for the public hearing on the question of amending and restating the Rate and Method.

The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD. The publication shall be completed at least 7 days before the date of the public hearing specified above. The notice shall comply with the provisions of Section 53335 of the Act.

5. Effective Date. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Santa Fe Springs, State of California, on this 10th day of March, 2011 by the following vote to wit:

AYES:

NOES:

ABSENT:

By: _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 9307

**RESOLUTION OF CONSIDERATION
TO AMEND AND RESTATE THE
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

**City of Santa Fe Springs
Community Facilities District No. 2004-1
(Bloomfield-Florence)**

RESOLVED, by the City Council (the "Council") of the City of Santa Fe Springs (the "City"), State of California, that:

WHEREAS, the Council has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to form City of Santa Fe Springs Community Facilities District No. 2004-1 (Bloomfield-Florence) (the "CFD"), to authorize the levy of a special tax (the "Special Tax") upon the land within the CFD to finance certain public services, all as described in those proceedings; and

WHEREAS, the Rate and Method of Apportionment of Special Tax for the CFD (the "Rate and Method"), was attached as Exhibit B to the City Council's Resolution No. ____ adopted by the City Council on ____, 20__; and

WHEREAS, pursuant to petitions received by the City from the owners of 25% or more of the land within the CFD not exempt from the Special Tax, the City has been asked to amend the Rate and Method to extend the period of time in which the Special Tax will be levied and, as a result, reduce the annual amount of the Special Tax, and the City Council has found that the public convenience and necessity require the proposed amendment of the Rate and Method; and

WHEREAS, the proposed changes must occur following a public hearing and must be approved by two-thirds of the votes cast on the proposition at an election of the qualified electors in the CFD.

NOW THEREFORE, IT IS ORDERED as follows:

1. Name of Affected Area. This Resolution relates to the property in the CFD.
2. Boundary Map. The external boundaries of the CFD are as set forth in the map of the CFD previously recorded in the Los Angeles County Recorder's Office as Document No. 04-2595127 in Book 326 at Pages 44-47 of Maps and Assessment and Community Facilities Districts.
3. Amendment and Restatement of the Rate and Method. The proposed amended and restated Rate and Method (the "Amended and Restated Rate and Method") in the form attached hereto as Exhibit A and incorporated herein by reference is hereby approved by this City Council, subject to approval by two-thirds of the votes cast on the proposition of amending and restating the Rate and Method at an election of the qualified electors in the CFD.

4. Public Hearing. The City Council hereby sets April 14, 2011 at 6:00 p.m. (which date is at least 30 days and not more than 60 days after the date of this Resolution) or as soon thereafter as possible in the City Council Chambers located at City Hall, 11710 E. Telegraph Road, Santa Fe Springs, California, as the date and time for the public hearing on the question of amending and restating the Rate and Method.

The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD. The publication shall be completed at least 7 days before the date of the public hearing specified above. The notice shall comply with the provisions of Section 53335 of the Act.

5. Effective Date. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Santa Fe Springs, State of California, on this 10th day of March, 2011 by the following vote to wit:

AYES:

NOES:

ABSENT:

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT "A"

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT FOR CITY OF SANTA FE SPRINGS COMMUNITY FACILITIES DISTRICT NO. 2002-1 (Bloomfield-Lakeland)

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

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

"Annual Debt Service" means the annual amount of principal and interest required to satisfy the \$800,000 loan amount set forth in the Payment Agreement, over a 15 year period

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT

commencing Fiscal Year 2011-12 (assuming no delinquencies) at an interest rate of 5.75%, assuming level payments.

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

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

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

"CFD Administrator" means the person or firm that the City chooses to make responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 2002-1" means City of Santa Fe Springs Community Facilities District No. 2002-1 (Bloomfield-Lakeland).

"City" means the City of Santa Fe Springs.

"City Council" means the City Council of the City of Santa Fe Springs, acting as the legislative body of CFD No. 2002-1.

"County" means the County of Los Angeles.

"CPI" means the Consumer Price Index for All Urban Consumers, for the Los Angeles, Riverside and Orange County areas, published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index is no longer published, a reasonably equivalent index selected by the CFD Administrator.

"Exempt Property" means all Assessor's Parcels not subject to the Special Tax for Payment Amount as described under Section I.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Maintenance Expenses" means the expenses of the City, whether incurred by the City or designee of the City, or both, in the furnishing of services (as defined in Section 53317 of the Act) and materials for maintenance of certain streets as specified in condition No. 26 of the Development Plan Approval No. 737-739 approved by the City's Community Development Commission on March 14, 2002 and attached as Exhibit B to the Payment Agreement. The maximum amount for Maintenance Expenses, including reserve funding, is set at \$5,400 for Fiscal Year 2011-12; the maximum amount for subsequent Fiscal Years will be equal to (i) the Maintenance Expenses for the previous year plus (ii) the product of multiplying (A) the Maintenance Expenses for the previous year times (B) the annual percentage change (if positive) in CPI for the preceding year ending in March.

"Maximum Special Tax for Payment Amount" means the maximum Special Tax for Payment Amount, determined in accordance with Section C below that can be levied in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Maintenance" means the maximum Special Tax for Maintenance, determined in accordance with Section G below that can be levied in any Fiscal Year on any Assessor's Parcel.

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT

"Parcel" means Assessor's Parcel.

"Payment Agreement" means that certain Payment Agreement, dated as of March 28, 2002, by and between the City and Bloomfield Partners, LLC, which Payment Agreement is attached as Exhibit A.

"Proportionately" means for Taxable Property, in any Fiscal Year, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Property.

"Public Property" means any Assessor's Parcel within the boundaries of CFD No. 2002-1 that is transferred to a public agency or public utility on or after the date of formation of CFD No. 2002-1 and is used for rights-of-way, or any other purpose and is owned by, dedicated or irrevocably offered for dedication to the federal government, the State of California, the County, the City, a public utility or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use. Privately-owned property that is otherwise constrained by public or utility easements making impractical its utilization for other than the purposes set forth in the easement shall be considered Public Property.

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

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

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

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

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

"State" means the State of California.

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

B. CLASSIFICATION OF PROPERTIES

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

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

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT

C. SPECIAL TAX FOR PAYMENT AMOUNT RATE

Maximum Special Tax for Payment Amount

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

First: the City shall calculate the Annual Debt Service for the Fiscal Year.

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

D. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2002-1 may directly bill the Special Taxes, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

E. PREPAYMENT OF SPECIAL TAX FOR PAYMENT AMOUNT

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

F. TERM OF SPECIAL TAX FOR PAYMENT AMOUNT

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

G. SPECIAL TAX FOR MAINTENANCE RATE

Maximum Special Tax for Maintenance

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

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

H. TERM OF SPECIAL TAX FOR MAINTENANCE

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

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

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT

I. EXEMPTIONS

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

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

J. ENFORCEMENT

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

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT

EXHIBIT A

PAYMENT AGREEMENT

PAYMENT AGREEMENT

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

Recitals

A. Developer intends to develop that certain real property located in City, legally described in Exhibit "A", attached hereto (the "Property").

B. On March 11, 2002, City's Planning Commission granted Development Plan Approval ("DPA No. 737-739") for Developer's proposed development of the Property (the "Project"); on March 14, 2002, the Community Development Commission of the City of Santa Fe Springs also approved DPA No. 737-739. A copy of DPA No. 737-739 is attached hereto as Exhibit "B", and is incorporated by reference as though fully set forth herein.

C. DPA No. 737-739 provides that the parties may enter into this Agreement.

D. Developer intends to apply for a subdivision of the Property ("Proposed Subdivision"), pursuant to which the Property would be divided into three (3) separate legal parcels. A number of the conditions contained in DPA No. 737-739, including, but not limited to, those described in Section 1 below, were imposed in anticipation of said Proposed Subdivision (the "Proposed Subdivision Conditions").

E. The conditions imposed in conjunction with DPA No. 737-739 were intended to address all impacts anticipated by the City and likely to arise in connection with the full permitting and development of the Project ("Anticipated Impacts").

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

1. Developer shall pay to City the principal sum of \$800,000.00 (the "Payment Sum") in accordance with the provisions of this Agreement, which payment shall constitute full satisfaction of the following, except as set forth in Sections 2 and 3, below:

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

(ii) Developer's obligation to pay any City imposed fees or charges in connection with the planning, permitting, or inspection of the Project (collectively, the "Project Fees"), including, without limitation, fees and charges in respect of (a) the City's review, processing and approval of any building, grading, drainage, utility, street and sidewalk, subdivision (including, without limitation, any filing fees or map checking fees required in connection with the Proposed Subdivision), environmental compliance (including, without limitation, any fees required in connection with soil or methane gas monitoring programs), excavation or similar plans, (b) any applications for building, mechanical, electrical, plumbing, structural, occupancy, environmental, or similar permits, (c) any building, grading, fire, health and safety, street and sidewalk or other inspections; and (d) any development impact fees, including the City's Heritage Artwork in Public Places Program.

2. In the event that the total amount chargeable to Developer in Project Fees exceeds \$300,000.00, then Developer shall pay to City the amount by which such Project Fees exceed \$300,000.00, prior to the issuance of any building permits for the Project. The payment of such amount shall be a condition precedent to the issuance of any such permits by City. Such payment shall be separate from, and in addition to, the payment of \$800,000.00, as described in Section 1, above.

3. As to DPA No. 737-738 Condition No. 25, the payment described in Section 1, above, satisfies Developer's obligations, except that it does not satisfy the obligation to agree to adjustments to the existing Street Light Assessment District, as set forth in Condition No. 25.

4. Developer shall pay the Payment Sum to City in accordance with the following:

A. Interest shall accrue at a fixed annual rate of Five and Three Quarters Percent (5.75%), which both the City and Developer agree is the Prime Rate plus One Hundred (100) basis points on the date of this Agreement, and shall be payable in installments as set forth in Section 4B. Interest shall begin to accrue as of the first date any Project Fees would have otherwise been due and payable to the City but for the agreements set forth herein.

B. Developer shall make monthly installment payments of principal and interest of \$6,750.00 ("Installment Payments"), beginning and continuing as provided in Section 4.C. That portion of the Installment Payments not allocated to accrued interest under Section 4.A shall be allocated to the principal amount of the Payment Sum. The parties hereto estimate that the term of the Installment Payments will be 175 months.

C. Payment of Installment Payments shall begin on the first day of the month following the Permit Anniversary Date, and shall continue on the first day of each month thereafter until the Payment Sum has been paid in full.

D. As used herein, "Permit Anniversary Date" shall mean the date 12 months following issuance of first building permit for development of the Property.

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

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

5. In the event that the City approves the Proposed Subdivision, the Payment Sum shall be apportioned between the newly created parcels, based on the relative square footage of the building to be built on each parcel. As of the date of the recording of the final parcel map for the Proposed Subdivision, the owner of each newly created parcel shall be separately obligated to pay to City its apportioned share of the Payment Sum, and shall be relieved of any liability to pay sums allocable to any other parcel owner. In no event shall a default by one parcel owner be attributable to any other parcel owner.

6. Developer shall secure the Payment Sum by providing City with security as follows: a letter of credit in favor of the City obtained by Developer in the amount of \$800,000. The form of the letter of credit and any letter of credit agreement necessary to describe the security arrangement shall be proposed by Developer and approved by the City Attorney, which approval shall not be unreasonably withheld. The letter of credit or letter of credit agreement shall contain customary provisions releasing the security provided thereby proportionately as the principal amount of the Payment Sum is reduced.

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

7. Developer and City have agreed to form a Community Facilities District No. 2002-1 (the "Community Facilities District"). After the Ordinance of the City Council of the City of Santa Fe Springs levying special taxes within such Community Facilities District becomes effective, City acknowledges and agrees that all of Developer's obligations under this Agreement, except as specifically provided in this Section 7 (collectively referred to herein as the "Payment Amount") shall be deemed fully satisfied and complied with including, without limitation, Developer's obligation (i) to pay the Payment Sum to the City or to satisfy the DPA Conditions as described in Section 1, (ii) to provide security for the Payment Sum under Section 6, and any letter of credit issued pursuant thereto shall be released by the City and terminated immediately upon formation of the Community Facilities District, and (iii) to comply with the conditions set forth in DPA No. 737-739 Condition No. 26. Provided, however, Developer acknowledges and agrees that notwithstanding formation of the Community Facilities District, Developer shall not be relieved of its obligation to pay to the City (a) Project Fees in excess of \$300,000 as, and to the extent, described in Section 2 above, or (b) the amount equal to any adjustments to the existing Street Light Assessment District as, and to the extent, described in Section 3 above.

8. This Agreement shall be assignable by Developer and (subject to Section 5 above) shall run with the land, inure to the benefit of and be binding upon the parties, and all of their successors and assigns. In the event of an assignment of all or any portion of Developer's obligations, the assignor shall be relieved of liability as to that portion assigned, but only if the security described in Section 6, above, is left in place, or replaced with equivalent security, or the obligation is deemed satisfied pursuant to Section 7 above.

9. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements. No amendment hereto, or waiver of any provision hereof, can be made except in a writing executed by both parties.

10. This Agreement shall be governed by the laws of the State of California.

11. If any lawsuit, arbitration, or other action is brought by either party against the other party, the prevailing party shall be entitled to recover the reasonable attorneys' fees and court costs it incurred in connection therewith.

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

City of Santa Fe Springs

Mayor

Attest:

City Clerk


Approved as to form:

City Attorney

Bloomfield Partners LLC, a Delaware
limited liability company

By: Calsmart L.L.C., a Delaware limited liability company
its Manager

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

By: 

LEGAL DESCRIPTION OF PROPERTY

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

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

STRIP NO. 1; BLOOMFIELD AVENUE:

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

STRIP NO. 2; LAKELAND ROAD:

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

STRIP NO. 3; CORNER CUT-OFF:

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

THENCE SOUTHERLY 17.00 FEET ALONG SAID EAST LINE;

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

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

DESCRIBED PARCEL CONTAINS 21.35 ACRES MORE OR LESS.



City of Santa Fe Springs

11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org

March 12, 2002

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

RE: Development Plan Approval Case No. 737-739

Dear Mr. Rooney:

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

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

SUGGESTED CONDITIONS OF APPROVAL

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

EXHIBIT B-1

Louie Gonzalez, Mayor • Ronald S. Kernes, Mayor Pro-Tempore
City Council
George Minnehan • Betty Putnam • Gustavo R. Velasco
City Manager
Frederick W. Latham

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

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

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

C. Covenants.

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

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

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

quasi-public agency, for construction of a grade separation on Lakeland Road at the BNSF railroad crossing. Payment shall be provided per terms of the "Agreement" between the Sares-Regis Goup (owner/developer) and the City.

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

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

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

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

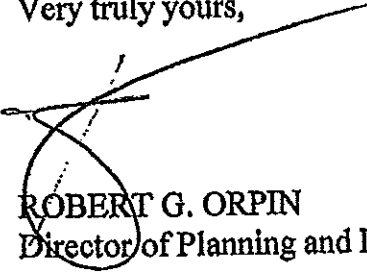
46. The applicant understands that other than indicated within these conditions, the applicant shall comply with the requirements of the City's Zoning Ordinance, Building Code, Property Maintenance Ordinance, Fire Code and all other applicable regulations as pertain to this property.
47. That Development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

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

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

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

Very truly yours,



ROBERT G. ORPIN
Director of Planning and Development

EXHIBIT B-9

cc: City Council
Frederick W. Latham, City Manager
Marina Sueiro, Director of Intergovernmental Relations
Building Division
Fire Department
Property Maintenance Officer
Sue Janikowski, Assistant Planner
Monica Mendoza, Planning Intern

**ACCEPTANCE OF CONDITIONS
IN DEVELOPMENT PLAN APPROVAL CASE**

AFFIDAVIT

I Dwight L. Merriman, HEREBY STATE THAT I am the owner, or the authorized agent of the owner, of property involved in Development Plan Approval Case No. 737-739.

I FURTHER STATE THAT I have read, understand and accept, and will comply with all the conditions of approval established by the Planning Commission at its meeting of March 14, 2002.

I AM ALSO AWARE THAT if any of the provisions of this approval are violated or held to be invalid, or any law, statute or ordinance is violated, the Permit shall be void and the privileges granted thereunder shall lapse.

signature

title (if any)

company name (if any)

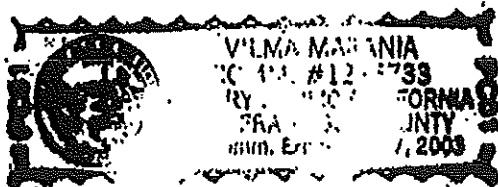
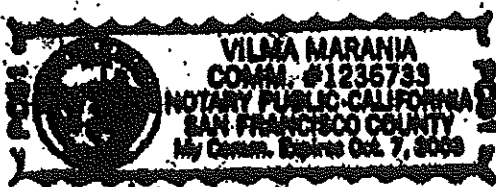
mailing address

city, state, zip

phone

STATE OF CALIFORNIA)
COUNTY OF San Francisco) SS.

On May 13, 2002 before me, Vilma Marania, Notary Public,
personally appeared Dwight L. Merriman
Name(s) of Signer(s)



- ☒ personally known to me
☐ 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,

WITNESS my hand and official seal.

Notary Public

EXHIBIT "A"

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT FOR CITY OF SANTA FE SPRINGS COMMUNITY FACILITIES DISTRICT NO. 2004-1 (Bloomfield-Florence)

This Amended and Restated Rate and Method of Apportionment of Special Tax amends and restates in its entirety that certain Rate and Method of Apportionment of Special Tax (the "Original Rate and Method"). The Original Rate and Method was attached as Exhibit B to the Notice of Special Tax Lien for City of Santa Fe Springs Community Facilities District No. 2004-1 (Bloomfield-Florence) ("CFD No. 2004-1"), which was recorded in the real property records of the County of Los Angeles on November 3, 2004, as Document No. 04-2853634.

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2004-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2004-1 or any designee thereof of complying with disclosure requirements of the City, CFD No. 2004-1 or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2004-1 or any designee thereof related to any appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2004-1 for any other administrative purposes of CFD No. 2004-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes. The maximum amount for the Administrative Expenses is set at \$6,500 for Fiscal Year 2011-12; the maximum amount for subsequent Fiscal Years shall be equal to (i) the maximum amount for the Administrative Expenses for the previous year plus (ii) the product of multiplying (A) the maximum amount for the Administrative Expenses for the previous year times (B) the annual percentage change (if positive) in CPI for the preceding year ending in March.

"Annual Debt Service" means the annual amount of principal and interest required to satisfy the \$700,000 loan amount set forth in the Reimbursement Agreement, over a 15 year period

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT

commencing Fiscal Year 2011-12 (assuming no delinquencies) at an interest rate of 5.75%, assuming level payments.

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

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

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

"CFD Administrator" means the person or firm that the City chooses to make responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 2004-1" means City of Santa Fe Springs Community Facilities District No. 2004-1 (Bloomfield-Lakeland).

"City" means the City of Santa Fe Springs.

"City Council" means the City Council of the City of Santa Fe Springs, acting as the legislative body of CFD No. 2004-1.

"County" means the County of Los Angeles.

"CPI" means the Consumer Price Index for All Urban Consumers, for the Los Angeles, Riverside and Orange County areas, published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index is no longer published, a reasonably equivalent index selected by the CFD Administrator.

"Exempt Property" means all Assessor's Parcels not subject to the Special Tax for Payment Amount as described under Section G.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Maximum Special Tax for Payment Amount" means the maximum Special Tax for Payment Amount, determined in accordance with Section C below that can be levied in any Fiscal Year on any Assessor's Parcel.

"Parcel" means Assessor's Parcel.

"Reimbursement Agreement" means that certain Reimbursement Agreement, dated as of September 23, 2004, by and between the City and Bloomfield Partners II, LLC, which Reimbursement Agreement is attached as Exhibit A.

"Proportionately" means for Taxable Property, in any Fiscal Year, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Property.

"Public Property" means any Assessor's Parcel within the boundaries of CFD No. 2004-1 that is transferred to a public agency or public utility on or after the date of formation of CFD No. 2004-1 and is used for rights-of-way, or any other purpose and is owned by, dedicated or irrevocably offered for dedication to the federal government, the State of California, the County,

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT

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

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

"Special Tax for Payment Amount Requirement" means that amount required in any Fiscal Year for CFD No. 2004-1 equal to the Annual Debt Service and the maximum amount of Administrative Expenses.

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

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2004-1 which are not Exempt Property.

B. CLASSIFICATION OF PROPERTIES

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

Once classified as Taxable Property, a parcel may not be subsequently re-classified or changed to Exempt Property without the Special Tax for Payment Amount being paid off in full in accordance with Section E.

C. SPECIAL TAX FOR PAYMENT AMOUNT RATE

Maximum Special Tax for Payment Amount

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

First: the City shall add the Annual Debt Service plus Administrative Expenses for the Fiscal Year.

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

D. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2004-1 may directly bill the Special Taxes, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT

E. PREPAYMENT OF SPECIAL TAX FOR PAYMENT AMOUNT

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

F. TERM OF SPECIAL TAX FOR PAYMENT AMOUNT

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

G. EXEMPTIONS

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

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

H. ENFORCEMENT

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

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT

EXHIBIT A

REIMBURSEMENT AGREEMENT

REIMBURSEMENT AGREEMENT

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

RECITALS:

A. Developer intends to develop that certain real property located in City, legally described in Exhibit "A" attached hereto (the "Property").

B. On February 23, 2004, City's Planning Commission granted Development Plan Approval No. 778-785 (the "DPA") for Developer's proposed development of the Property (the "Project"); on February 26, 2004, CDC also approved the DPA. A copy of the DPA is attached hereto as Exhibit "B", and is incorporated by reference as though fully set forth herein.

C. The DPA requires that the parties enter into this Agreement.

D. Developer intends to subdivide the Property into eight (8) separate legal parcels.

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

1. City shall pay for and contract for the construction of the following items of public infrastructure pertaining to the Project: (a) the new traffic signal to be located at the intersection of Bloomfield Avenue and the new cul-de-sac street (Corral Place) to be constructed to lead into the Property; and (b) the reclaimed water line to be located beneath Bloomfield Avenue (both set forth in DPA Condition No. 30).

2. CDC shall loan to Developer an amount not to exceed \$700,000 (the "Loan"), to be used by Developer to pay for the construction of the following items of public infrastructure and related costs pertaining to the Project: (a) a public cul-de-sac street (DPA Condition No. 2); (b) the resurfacing of portions of the streets adjacent to the Project (DPA Condition No. 5); (c) a sidewalk on Bloomfield Avenue (DPA Condition No. 6); (d) street sign replacements (DPA Condition Nos. 11 and 12—to be performed by City and reimbursed by Developer); (e) re-striping required by traffic study (DPA Condition No. 13); (f) storm drain costs (DPA Condition No. 20); (g) demolition of existing improvements to make way for new public improvements; (h) landscaping within public right-of-way along Bloomfield, Lakeland and Florence; (i) costs associated with the mitigation of environmental impacts; (j) costs for public storm drain facilities; (k) any other public improvements deemed appropriate by mutual agreement of the parties; (l) all permits, fees, soft costs or other costs associated with the public infrastructure, including City art fees; and (m) interest accruing from the date of funding until the date of issuance of the last of the eight building permits.

3. The loan shall bear simple interest at an annual rate of 5.75%. Principal and interest shall be paid on a 15-year, fully amortized schedule with interest accruing from the date of the loan. Funding of the loan from CDC to Developer shall be completed within ten (10) business days of the submission of a written request for such funding from Developer to CDC.

4. It is the intention of the parties that City will form a Community Facilities District ("CFD") comprised entirely of the eight (8) parcels ("Parcels") to be created by Developer's subdivision of the Property, for the purpose of repaying the Loan. The percentage of the special tax on each subdivided parcel shall be based on the relative size of the building to be constructed on each such parcel. The amount of the special tax for each subdivided parcel shall, in combination with the special tax amounts for the other subdivided parcels, be equivalent to the annual payment obligation of the loan and shall, when delivered to the City, constitute the annual payment of the loan. See the proposed CFD Repayment Allocation Schedule attached as Exhibit "C". It is the intention of the parties that Developer pay the cost of forming such CFD.

5. No funds shall be released until after the CFD is formed. Upon formation of the CFD, the City shall record separate special tax liens against each of the Parcels so the tax can appear on the tax roll. Thereafter, payments on the loan shall be made to City semi-annually, through the property tax bills on the Parcels. The first payment shall be due the later of (i) December 2005 or (ii) the first tax payment date on which the special tax lien is reflected on the tax bills of the Parcels.

6. This Agreement shall be assignable and shall run with the land, inure to the benefit of and be binding upon the parties, and all of their successors and assigns.


7. This document contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements. No amendment hereto, or waiver of any provision hereof, can be made except in a writing executed by both parties.

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

CITY OF SANTA FE SPRINGS


Mayor

Attest:


City Clerk


COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF SANTA FE
SPRINGS


Chairman

Attest:

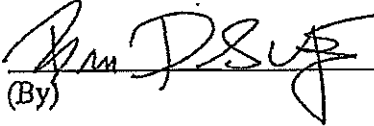

Commission Secretary

Approved as to form.



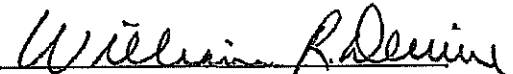
City/CDC Attorney

BLOOMFIELD II, LLC, a Delaware limited liability company



(By)

Approved as to form.



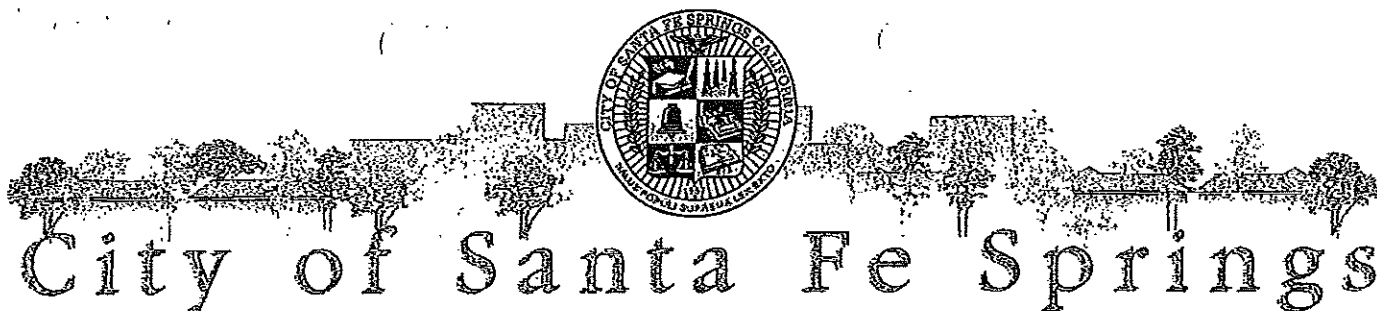
Attorney for Developer

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LYING WEST OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY, AS RECORDED AS PARCEL MAP NO. 06741 IN BOOK _____, PAGES _____ TO _____.

EXCEPT THEREFROM ANY STREETS OF RECORD.



11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
February 27, 2004

Re: Development Plan Approval Case No. 778-785

Modification Permit Case No. 1154

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

Dear Mr. Rooney:

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

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

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

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

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

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

24. Upon completion of public improvements constructed by developers, the developer's civil engineer shall submit Mylar record drawings and AutoCAD V.14 drawing files to the office of the City Engineer.
25. Final parcel map checking of \$3,900 plus \$260 per parcel shall be paid to the City. Developer shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.
26. No common driveways shall be allowed unless approved by the City Engineer. Proposed driveways shall be located to clear existing fire hydrants, streetlights, water meters, etc.
27. All known abandoned oil wells, pipelines, tanks and related lines, between the existing curb and right-of-way, and within the right-of-way line, excluding the two utility casings in Bloomfield Avenue, and one utility casing in Lakeland Road, and within the areas to be dedicated for the right-turn-only lane, new cul-de-sac street, and meandering sidewalk easement, that hinder construction of improvements within those areas shall be removed unless otherwise approved by the City Engineer.
28. Developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMP's) on all construction sites in accordance with Chapter 52 of the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over 5 acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Division of Water Quality at (916) 657-1977 or by downloading the forms from their website, at <http://www.swrcb.ca.gov/stormwtr/construction.html>. The project shall also conform to Ordinance 915 regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"). The SUSMP includes a requirement to implement Post Construction BMP's to mitigate (infiltrate or treat) the first 3/4" of runoff from all storm events and to control peak-flow discharges. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.
29. The owner and/or developer shall provide at no cost to the City one Mylar print of the recorded parcel map from the County of Los Angeles Department of Public Works, P.O. Box 1460, Alhambra, CA 91802-1460, Attention: Bill Slenniken (626) 458-5131.

30. An Agreement shall be executed and recorded in the Office of the Los Angeles County Recorder that addresses the obligations of the owner and/or developer and City regarding the following work that is to be completed and paid for by the City:

- Installation of a traffic signal at the intersection of Bloomfield Avenue and the new cul-de-sac street.
- Extension of a reclaimed water line southerly in Bloomfield Avenue from Florence Avenue to a point south of Lakeland Road.

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

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

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

46. That prior to issuance of building permits, the applicant shall comply with the following conditions to the satisfaction of the City of Santa Fe Springs:
- A. Owner/developer shall obtain a "Closure Letter," "No Further Action Letters" or other appropriate documentation certifying that the required soil remediation standards have been achieved shall be secured from the Los Angeles Regional Water Quality Control Board.
 - B. Owner/developer shall submit a soils management plan (SMP) which addresses site monitoring and potential soil remediation activities during site development is required. The SMP must be approved by the Fire Department prior to the issuance of a grading permit. A final SMP report must be submitted and approved once the grading is complete.
 - C. Permits and approvals. Owner/developer shall, at its own expense, secure or cause to be secured any and all permits or other approvals, which may be required by the City and any other governmental agency having jurisdiction as to the environmental condition of the Property. Permits shall be secured prior to beginning work related to the permitted activity.
 - D. Covenants.
 - 1. Owner/developer shall provide a written covenant to the Planning Commission that, except as may be revealed by the environmental remediation described above and except as applicant may have otherwise disclosed to the City, Commission, Planning Commission or their employees, in writing, applicant has investigated the environmental condition of the property and does not know, or have reasonable cause to believe, that (a) any crude oil, hazardous substances or hazardous wastes, as defined in state and federal law, have been released, as that term is defined in 42 U.S.C. Section 9601 (22), on, under or about the Property, or that (b) any material has been discharged on, under or about the Property that could affect the quality of ground or surface water on the Property within the meaning of the California Porter-Cologne Water Quality Act, as amended, Water Code Section 13000, et seq.
 - 2. Owner/developer shall provide a written covenant to the City that, based on reasonable investigation and inquiry, to the best of owner/developer knowledge, it does not know or have reasonable cause to believe that it is in violation of any notification, remediation or other requirements of any federal, state or local agency having jurisdiction concerning the environmental conditions of the Property.

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

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

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

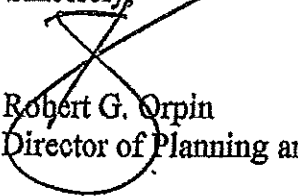
66. That the development shall otherwise be substantially in accordance with the plot plan, floor plan and elevations submitted by the owner and on file with the case.
67. That Development Plan Approval Case Nos. 778-785 shall not be valid until approved by the Community Development Commission and shall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

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

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

If you have any questions regarding this matter, please call Wayne Morrell at (562) 868-0511, Extension 7362.

Sincerely,


Robert G. Orpin
Director of Planning and Development

cc: City Council
Frederick W. Latham, City Manager
Fernando L. Tarin, Director of Police Services
Donald K. Jensen, Director of Public Works
Thomas R. Lopez, Assistant Director of Public Works
Tony Olmos, Principal Civil Engineer
Ron Hughes, Civil Engineer Assistant
Neal Welland, Fire Chief
Bil F. Murphy, Fire Marshall
Tom Hall, Environmental Protection Specialist
Mike Gill, RGA
File

EXHIBIT C

CFD Repayment Allocation Schedule Bloomfield Business Center II NE Corner of Bloomfield Ave. and Lakeland Road, Santa Fe Springs, CA

Repayment Summary

CFD Amount	\$700,000.00
Interest Rate (annual)	5.75%
Repayment Term (In years)	15.00
Annual Payment	\$70,901.26
Per Bldg. SF Per Year	\$0.1837
Per Bldg. SF Per Month	\$0.0153

Allocation

Bldg. No.	Building Sq. Ft.	% of Total	CFD Amount Per Bldg.	Annual Payment	PSF / Year	PSF / Month
1	36,365	9.42%	\$65,939.00	\$6,678.80	\$0.1837	\$0.0153
2	17,303	4.48%	\$31,375.00	\$3,177.90	\$0.1837	\$0.0153
3	20,927	5.42%	\$37,946.00	\$3,843.46	\$0.1837	\$0.0153
4	113,658	29.44%	\$206,092.00	\$20,874.55	\$0.1837	\$0.0153
5	22,346	5.79%	\$40,519.00	\$4,104.07	\$0.1837	\$0.0153
6	27,527	7.13%	\$49,914.00	\$5,055.66	\$0.1837	\$0.0153
7	48,424	12.54%	\$87,806.00	\$8,893.65	\$0.1837	\$0.0153
8	99,494	25.77%	\$180,409.00	\$18,273.18	\$0.1837	\$0.0153
Total	386,044	100.00%	\$700,000.00	\$70,901.26	\$0.1837	\$0.0153



City of Santa Fe Springs

City Council Meeting

March 10, 2011

NEW BUSINESS

Resolution No. 9308 – Ordering the Preparation of the Engineer's Report for FY 2011/12 In Conjunction with the Annual Levy of Assessments for Street Lighting District No. 1

RECOMMENDATION

That the City Council adopt Resolution No. 9308, ordering the preparation of the Engineer's Report for FY 2011/12 In conjunction with the annual levy of assessments for Street Lighting District No. 1.

BACKGROUND

Santa Fe Springs Lighting District No. 1 was formed May 26, 1982, pursuant to the provisions of the Landscaping and Lighting Act of 1972. After the initial formation of the district, it is necessary for the City to annually update the Lighting District. This allows the City to continue levying annual assessments against the properties located within the Lighting District.

The required documents that meet the legal requirements are outlined in Chapter 3 of the Landscaping and Lighting Act of 1972 as contained in the Streets and Highways Code.

The approval of this Initial Resolution orders the preparation of plans, specifications, cost estimate, assessment diagram, assessment, and Engineer's Report for the annual updating of the Lighting District.


Thaddeus McCormack
City Manager

Attachment(s)

Resolution No. 9308
Boundary Map

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

Date of Report: March 2, 2011

RESOLUTION NO. 9308

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR FY 2011-12
IN CONJUNCTION WITH THE ANNUAL UPDATE FOR
STREET LIGHTING DISTRICT NO. 1

WHEREAS, the City Council of the City Of Santa Fe Springs, California, desires to initiate proceedings for the annual levy of assessments for a street lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as

CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT NO. 1

(Hereinafter referred to as the "District"); and,

WHEREAS, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2011 and ending June 30, 2012; and,

WHEREAS, there has been submitted to this City Council, for its consideration at this time, a map showing the boundaries of the area affected by the levy of the assessment for the above reference fiscal year, said map further showing and describing in general the works of improvement proposed to be maintained in said District, and description being sufficient to identify the works of improvement and the areas proposed to be assessed for said maintenance thereof; and

WHEREAS, the provisions of said Division 15, Part 2 require a written "Report" consisting of the following:

1. Plans and specifications of the area of the work improvement to be maintained; and
2. An estimate of the costs for maintaining the improvements for the above referenced fiscal year; and
3. A diagram of the area proposed to be assessed; and
4. An assessment of the estimated costs for maintenance work for said fiscal year.

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 a map entitled "City of Santa Fe Springs Lighting District No. 1 Annual Levy" as submitted to this City Council, showing the boundaries of the proposed

area to be assessed and showing the work of improvement to be maintained, is hereby approved and a copy thereof shall be on file in the Office of the City Clerk and open to public inspection. The proposed parcels and properties within said area are those to be assessed to pay certain costs and expenses for said maintenance work.

Section 3: That the proposed maintenance work within the area proposed to be assessed shall be for certain street lighting improvements, as said maintenance work is set forth in the "Report" to be presented to this City Council for consideration.

Section 4: That Donald K. Jensen, City Engineer, is hereby ordered to prepare and file with this City Council, a "Report" relating to said annual assessment and levy in accordance with the provisions of Article IV, commencing with Section 22565 of Chapter 1 of the Streets and Highways Code of the State of California.

Section 5: That, upon completion, said "Report" shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to section 22623 and 22624 of said Streets and Highways Code.

Section 6: That the City Clerk shall certify to the adoption of this resolution.

APPROVED and ADOPTED this 10th day of March 2011.

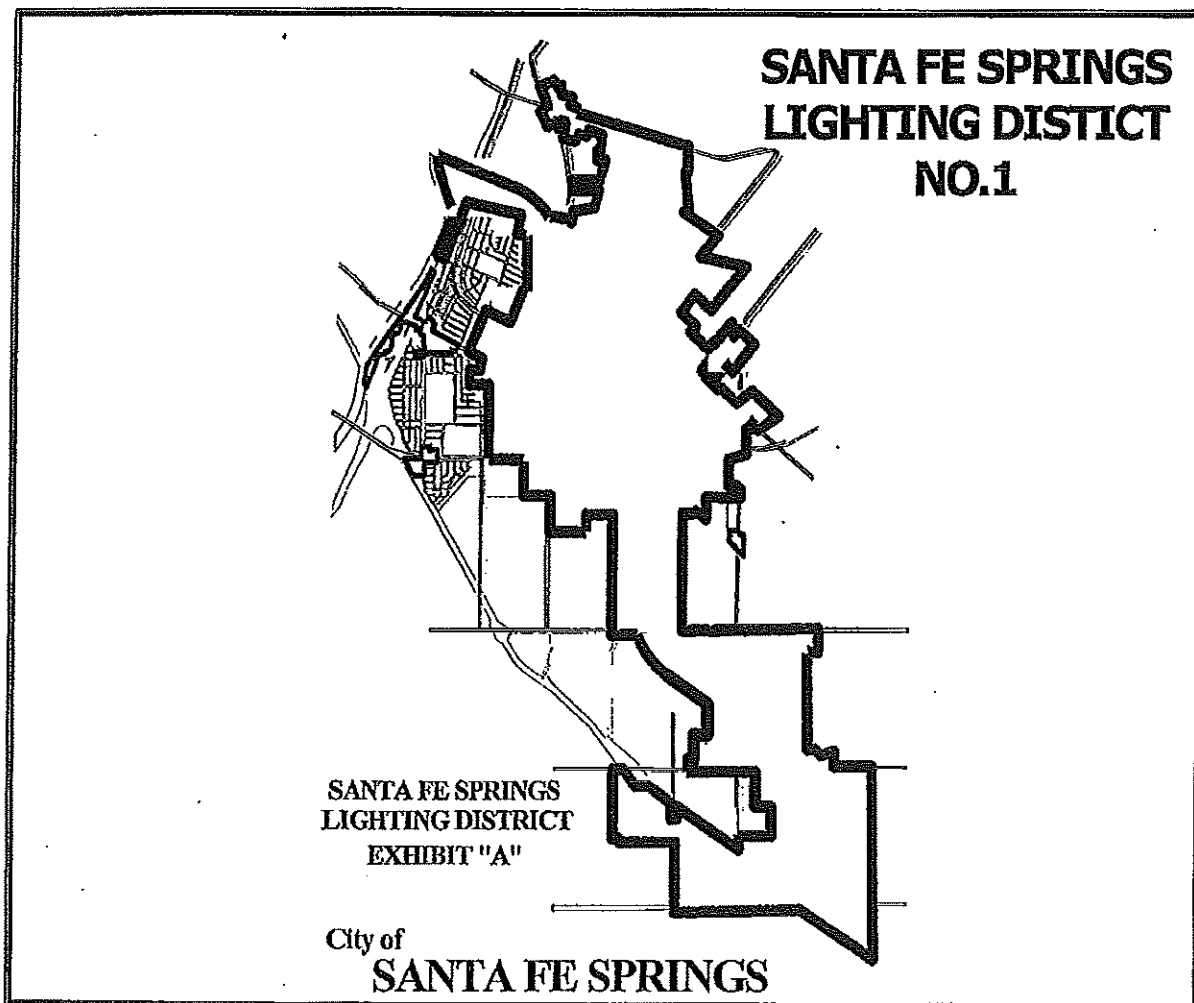
MAYOR

ATTEST:

CITY CLERK

Appendix A – District Assessment Diagram

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





City of Santa Fe Springs

City Council Meeting

March 10, 2011

NEW BUSINESS

Approval of Utility Agreement with Chevron U.S.A. Inc. for the Valley View Avenue Grade Separation Project

RECOMMENDATION

That the City Council take the following actions:

1. Approve the Utility Agreement with Chevron U.S.A. Inc. for the Valley View Avenue Grade Separation Project; and
2. Authorize the Director of Public Works to execute the Utility Agreement.

BACKGROUND

The Valley View Grade Separation Project involves eliminating the existing at-grade crossing of the BNSF Railroad on Valley View Avenue south of Stage Road.

As part of the project, existing underground petroleum facilities owned by Chevron will need to be modified, removed or relocated. Some of this work will be done by Chevron with other work to be done by the City's contractor during the construction of the Valley View Avenue Grade Separation. Engineering plans and a detailed cost estimate for the work that needs to be done were developed jointly by Chevron and consultants working for the City to make sure that the scope of work has been properly determined, designed and estimated.

As indicated in the Utility Agreement, the total estimated cost of the work that needs to be done is \$359,375. Based on the rights that Chevron possesses, it has been determined that Chevron will be responsible for 16% of the cost, with the Project responsible for 84% of the total cost to complete this work.

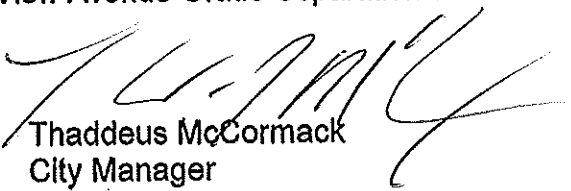
Both the cities of Santa Fe Springs and La Mirada are required to execute the Utility Agreement. However, the City of Santa Fe Springs is the lead agency and will be responsible for the supervision of the construction on the project.

FISCAL IMPACT

As indicated in the Utility Agreement, the cost of this work will be shared between Chevron and the City of Santa Fe Springs. The City's share of the cost is estimated to be \$301,875 and will be reimbursed with State or Federal funds that have been allocated to this project. Local funds will be needed only to make initial payments.

INFRASTRUCTURE IMPACT

Execution of the agreement will allow Chevron facilities that are in conflict with the proposed construction of the Valley View Avenue Grade Separation to be modified, removed or relocated.


Thaddeus McCormack
City Manager

Attachment(s):

Utility Agreement

Wilson & Company Letter

Report Submitted By:

Don Jensen, Director
Department of Public Works

Date of Report: March 1, 2011

**UTILITY AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS, CITY OF LA
MIRADA AND CHEVRON, U.S.A INC.**

The Cities of Santa Fe Springs and La Mirada, California in partnership with the California Department of Transportation "STATE" and Burlington Northern, Santa Fe Railroad Company ("BNSF") are planning to construct the Valley View Avenue Grade Separation Project. The City of Santa Fe Springs ("CITY") is the lead public agency on the project and has the responsibility for supervising the project. The majority of the project is funded by Federal and State sources and the STATE is the oversight agency for all work performed on the project.

Chevron, U.S.A. Inc., hereinafter called "OWNER", owns and maintains underground petroleum pipeline facilities within the limits of the Valley View Avenue Grade Separation, hereinafter called "PROJECT", which requires relocation or removal to accommodate the construction of the grade separation.

It is hereby mutually agreed that:

Work to be Done:

In accordance with Notice to Owner No. 003 dated February 28, 2011; OWNER shall cut, cap and inert the underground petroleum facilities. All work shall be performed substantially in accordance with Wilson and Company's attached letter dated February 7, 2011, consisting of four pages, including a map labeled "3850' of Chevron Pipeline Outside of BNSF RW; 737' of Chevron Pipeline Inside BNSF RW" ("Plans").

Proposed changes from the Plans described above initiated by either the CITY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the CITY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the CITY's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

It is mutually agreed that the CITY will include the work of removing the underground petroleum facilities as part of the CITY's construction contract. OWNER shall have access to all phases of the work to be performed by the CITY for the purpose of inspection to ensure that the work being performed for the OWNER is in accordance with the specifications contained in the contract.

During construction of the Project, when the pipelines are removed by the CITY contractor, OWNER will have a consultant present to witness the excavation and removal of the pipelines by the CITY contractor. If any petroleum contamination is found during the removal of the pipelines, OWNER'S consultant will have the right to perform testing and determine the source of such contamination. If it is determined that the contamination source is OWNER'S pipelines, OWNER will remediate at OWNER'S sole cost.

Liability for Work:

The existing facilities described above will be relocated at 84% CITY expense and 16% OWNER expense in accordance with the following proration:

Three Chevron lines (4", 6" and 8") run the length of the demolition and one additional line (8") is grouped with the pipelines crossing under the BNSF right-of-way.

Footage outside of the BNSF right-of-way in easement (superior right)	3,850 feet
Footage within the BNSF right-of-way in license (inferior right)	<u>737 feet</u>
Total	4,587 feet

CITY's portion - $3,850/4,587 = 84\%$

OWNER's portion - $737/4,587 = 16\%$

Project Cost Estimate

	<u>Cost (Dollar)</u>
Cut, cap, remove and inert pipeline (to be performed by OWNER)	\$207,212
Pipe removal (to be performed by CITY)	\$113,661
Consultant to witness excavation (to be performed by OWNER)	<u>\$ 38,502</u>

Total Cost Estimate \$359,375

CITY's share of estimated cost - $\$359,375 \times 84\% = \$301,875$

OWNER's share of estimated cost - $\$359,375 \times 16\% = \$ 57,500$

An adjustment to the allocation of responsibility for costs as provided above shall be made based on the actual lengths of pipe removed from inside and from outside the BNSF Right of Way as determined in the field. The formulas for determining the cost allocation remains as above:

CITY's percentage is determined by dividing the total footage outside of the BNSF right-of way by the total footage of pipe removed both inside and outside the BNSF right-of-way.

OWNER's percentage is determined by dividing the total footage within the BNSF right of way by the total footage of pipe removed both inside and outside the BNSF right-of-way.

Performance of Work:

OWNER agrees to perform the herein described work, excepting that work being performed by the CITY's contractor, with its own forces and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by CITY's representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary removal costs. OWNER shall include an explanation as to why local employee or contract labor is not considered adequate for the work proposed. Per diem expenses shall not exceed the per diem expense amounts allowed under the STATE's Department of Personnel Administration travel expense guidelines.

Work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

Payment for Work:

The CITY shall pay their share of the actual and necessary cost of the herein described work within 45 days after receipt of one (1) copy of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles. It is understood and agreed that the CITY will not pay for any betterment or increase in capacity of OWNER's facilities and that CITY shall give credit to the OWNER for the salvage value of any material or parts salvaged. No depreciation credit is required as there is no replacement pipeline.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by the CITY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the CITY within 120 days after the completion of the work described above. If the CITY has not received a final bill within 120 days after notification of completion of OWNER's work described in this Agreement, and CITY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the CITY processes a final bill for payment more than 120 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the CITY.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the CITY shall not pay final bills which exceed the estimated cost

of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by CITY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in this Agreement, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the CITY.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in this Agreement shall have the prior concurrence of CITY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by CITY, State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, -Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent CITY, State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse CITY upon receipt of CITY's billing.

The OWNER shall pay its share of the actual cost of said work included in the CITY's construction contract within 45 days after receipt of CITY's bill, compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the CITY's construction contractor is \$18,186 (\$113,661 x 16%).

In the event actual final relocation costs as established herein are less than the sum of money paid by OWNER to CITY, CITY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money paid. In the event that the actual cost of removal work exceeds the amount of money paid to CITY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse CITY said deficient costs upon receipt of an Itemized bill as set forth herein.

Conditions:

If CITY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, CITY will notify OWNER in writing and CITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to the CITY within 30 days of the completion of the work described herein.

The OWNER shall relinquish ownership of the abandoned portion of the existing pipelines to the CITY after completion of the pipeline removal and subsequent execution of the quitclaim documents.

The estimated cost to the CITY is \$301,875 (\$359,375 x 84%).

IN WITNESS WHEREOF, the above parties have executed this Agreement effective upon execution by all parties.

CITY OF SANTA FE SPRINGS

By: _____

Date: _____

Its: _____

CITY OF LA MIRADA

By: _____

Date: _____

Its: _____

CHEVRON, U.S.A. INC.

By: _____

Date: _____

Its: _____

WILSON & COMPANY

625 E. Carnegie Drive, Ste. 100
San Bernardino, CA 92408
909-806-8000 phone
909-806-8099 fax

Albuquerque
Aztec
Colorado Springs
Cuba
Denver
Fort Worth
Houston
Kansas City
Lawrence
Monterey Park
Omaha
Overland Park
Phoenix
Rio Rancho
Salina
Salt Lake City
San Bernardino
San Diego
Santa Fe

February 7, 2011

CHEVRON
9525 Camino Media, A1068
Bakersfield, CA 93311

ATTN: Mr. Roger Buelow, Land Representative, San Joaquin Valley Business Unit

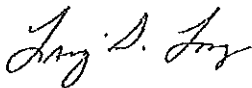
**RE: Valley View Grade Separation – City of Santa Fe Springs
Work Responsibilities**

Mr. Buelow,

I have been asked to memorialize with Chevron the construction responsibilities that Chevron will be performing on the Valley View Grade Separation Project and those of our Contractor will be completing in relationship to the removal of the existing Chevron pipelines affected by the construction of the grade separation project. It is our understanding that the affected Chevron pipelines from Stage Road Sta 132+96 to Valley View Sta 13+60 will be removed as part of the Valley View Grade Separation Project. These limits, number of pipelines and estimated lengths are shown on the attached exhibit. Chevron will perform the general pipeline excavation, tapping, cutting and capping operations as outlined on page 2 and 3 of this letter. The Valley View Grade Separation Contractor will remove and dispose of the pipelines as the phasing of the Valley View Grade Separation Project permits.

If there are any questions or comments concerning our understanding of the work responsibilities please contact me at larry.long@wilsonco.com or call me at 909-806-8002.

Sincerely Yours,



Larry G. Long
Vice President

CC Gary Plunkett – URS
Holly Rockwell – EPIC
Don Jensen – City of SFS
Steve Metro – W

General Pipeline Excavating, Tapping, Cutting and Capping, and Removal Guidelines/Procedures

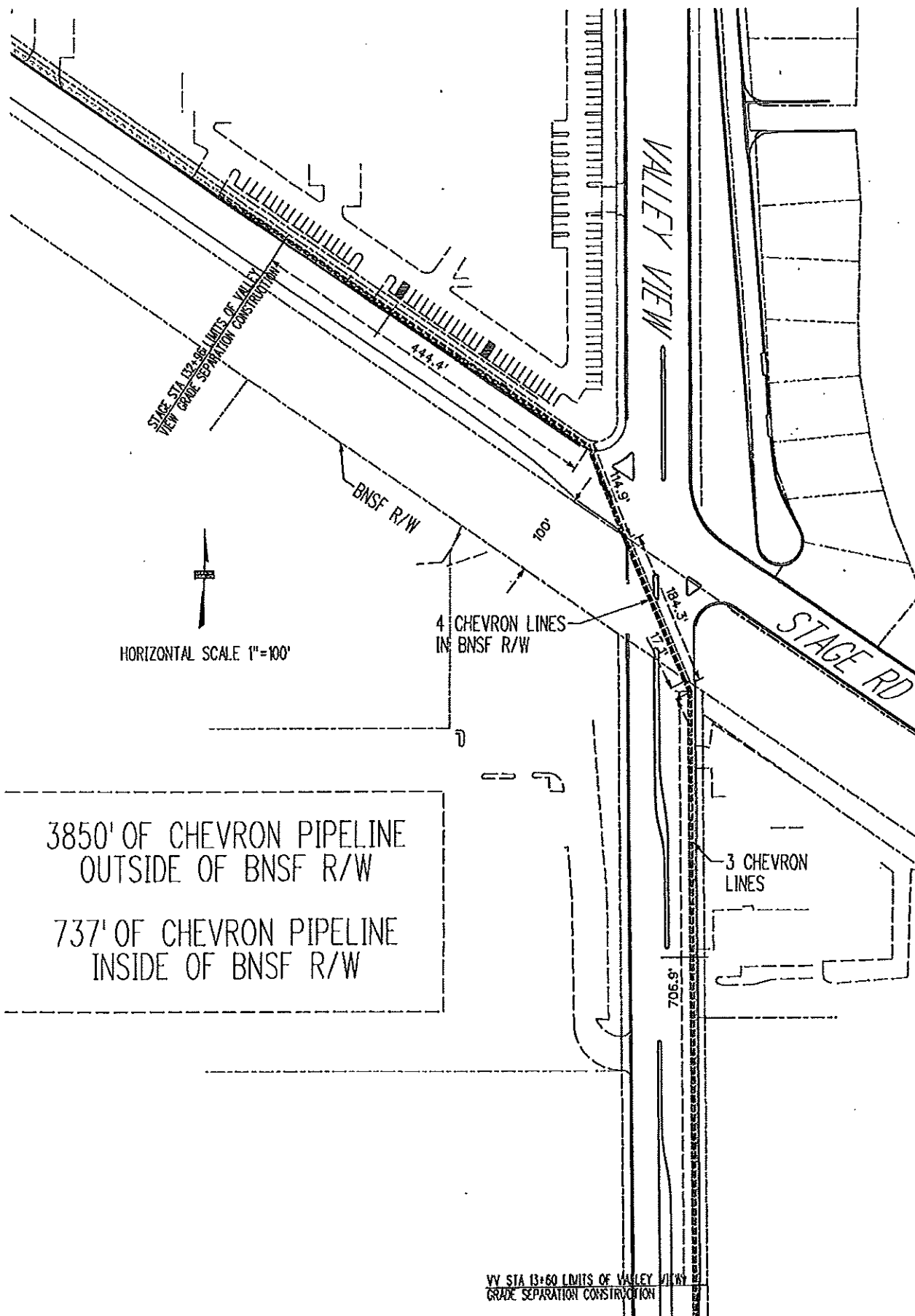
- Chevron Environmental Management Company's (CEMC's) contractor, with the help of the URS Corporation construction project engineer, will determine the locations on Valley View and Avenue and Stage Road where the pipelines will be cut and capped.
- CEMC's contractor will file the necessary permits with the City of Santa Fe Springs and the City of La Mirada to excavate adequate sized bell holes to complete at each of the proposed work locations in Stage Road (sidewalk and partially one driving lane) and Valley View Avenue (parking lane and partially one driving lane).
- Upon approval from the appropriate authorities, CEMC's contractor will call in a USA Dig Alert ticket and schedule the work.
- CEMC's contractor will set up the necessary traffic control and excavate the necessary bell holes (with the appropriate clearances) at each location to execute the expected work.
- CEMC's contractor will install the appropriate saddles and hot tap the pipelines at the Stage Road excavation to verify that the pipelines are not pressurized and do not contain any liquids. The contractor will have a vacuum truck onsite during work operations to extract any recoverable liquids present in the pipelines.
- At each excavation location, CEMC's contractor will cut and remove a roughly 3-foot section from each pipeline present. Once the lines have been cold cut, the contractor will install an appropriate sealant in the ends of the pipelines on the outside edges of the project area (westerly facing in Stage Road and southerly facing in Valley View Avenue), and weld end caps (bull plugs) on the open ends of the pipelines. CEMC's contractor will also wrap the welded ends of the pipelines with an appropriate corrosion protection wrap.
- At each excavation location, CEMC's contractor will install 'roust-about clamps' or weld 'slip flanges' on the interior side of the open ends of the pipelines (easterly facing in Stage Road and northerly facing in Valley View Avenue), install pig launchers and receivers, and 'dry pig' the pipelines. If flanges are welded on the open ends of the pipelines, the contractor will take the appropriate measures to isolate the pipeline interiors (see above bullet). The contractor will use a combination of vacuum and positive pressure to push/pull the pig through each pipeline. The pipelines will be pigged until no, or a negligible amount of liquid is generated — assuming recoverable liquids are present in the pipelines. The contractor will have a vacuum truck onsite during work operations to recover any liquids generated during the pigging process. Following pigging, the contractor will use appropriate field instruments to evaluate the Lower Explosive Limit (LEL) of the air present in the annular space of the pipelines. If unacceptable conditions are present (greater than 10% LEL), the contractor will flush the pipelines with water (preferably hot) to dislodge and remove any residual petroleum

constituents present. The pipeline or pipelines will then be re-plugged to remove the flush water.

- Once the pipelines have been plugged, recoverable liquids removed (if present) and acceptable LEL levels achieved, CEMC's contractor will remove the pig launchers and receivers and allow the pipelines to vent for one day. Following venting, the contractor will install an appropriate sealant in the ends of the pipelines and weld end caps (bull plugs) on the open ends of the pipelines. CEMC's contractor will then install the appropriate fittings and pressurize (roughly 2 to 5 pounds per square inch [psi]) the pipelines with nitrogen. The contractor will also wrap the welded ends of the pipelines with an appropriate corrosion protection wrap.
- At the completion of field operations, and before the excavations are back filled, the URS Corporation construction project engineer will mark up the appropriate construction drawings and will mark the path of the pipelines will be clearly marked out and staked for the remainder of the project.
- At the completion of field operations, CEMC's contractor will back fill the excavations with a 1-sack sand slurry to within 1-foot to 18-inches of existing surface grade. The remaining portion of the excavation within Valley View Avenue will be filled with hot asphalt and finished flush with surface grade. The remaining portion of the excavation within Stage Road (sidewalk) will be filled with gravel, and the gravel compacted.

General

- As needed, a Chevron Pipe Line Company (CPL) or other CEMC representative will be present during field operations.
- Extreme care will be taken to protect against any spills or contamination during field operations.
- All work shall conform to OSHA Safety Standards.





City of Santa Fe Springs

City Council Meeting

March 10, 2011

NEW BUSINESS


Request Approval to Donate a 1982 Van Pelt Fire Engine to the Rio Hondo Fire Academy

RECOMMENDATION

That the City Council authorize the Fire Chief to donate a 1982 Van Pelt Fire Engine to the Rio Hondo Fire Academy.

BACKGROUND

The Fire Department has a 1982 Van Pelt Fire Engine which has been out of service for over 5 years. This Engine has very little resale value if any. The Fire Department would like to donate the apparatus to the Rio Hondo Fire Academy for the use by the Fire Academy Cadets during their training.


Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

March 10, 2011


PRESENTATION

Introduction of New Santa Fe Springs Policing Team Members

RECOMMENDATION

The Mayor may wish to call upon Dino Torres, Director of Police Services, to introduce the newest members of the Santa Fe Springs Policing Team.

Mike Rosario, Whittier Police Officer
Matt Balzano, Whittier Police Officer


Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

March 10, 2011

PRESENTATION

Proclaiming the Week of March 20-26, 2011 as "Childhood Cancer Awareness Week" in the City of Santa Fe Springs

RECOMMENDATION

That the Mayor call upon the Deputy City Clerk to read the proclamation and direct staff to send a signed copy to the American Cancer Fund for Children.

BACKGROUND

Cancer-stricken children struggle each and every day to fight their illness and suffering with strength, courage, and hope. By adulthood, nearly one out of 350 children in the United States will be diagnosed with cancer. For families of children diagnosed with cancer, they must prepare for significant changes in their lives that will test them emotionally, physically, and financially. Childhood Cancer Awareness Week is a national campaign designed to raise awareness of this dreadful situation, in hopes that people will contribute funds to help ease the plight of cancer victims and hopefully one day find a cure.

Thaddeus McCormack
City Manager

Attachment
Proclamation

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among children in the United States. This tragic disease is detected in nearly 15,000 of our nation's young people each and every year; and

WHEREAS, founded nearly twenty years ago by Steven Firestein, a member of the philanthropic Max Factor family, the American Cancer Fund for Children, Inc. and sister organization, Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at the L. A. County - USC Medical Center, City of Hope National Medical Center in Duarte, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, through its uniquely sensitive and comforting Magical Caps for Kids program, the American Cancer Fund for Children and Kids Cancer Connection distributes thousands of beautifully hand made caps and decorated baseball caps to children who want to protect their heads following the trauma of chemotherapy, surgery and/or radiation treatments; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor nationwide Courageous Kid recognition award ceremonies and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

NOW THEREFORE, BE IT PROCLAIMED, the City of Santa Fe Springs does hereby proclaim March 20 through March 26, 2011, as Childhood Cancer Awareness Week in the City of Santa Fe Springs, California.

FURTHERMORE, I encourage the citizens of Santa Fe Springs to support research for the eradication of cancer and encourage donations to worthy causes supporting the elimination of cancer and providing relief for those children suffering from the ravages of cancer.

DATED this 10th day of March, 2011

MAYOR

ATTEST:

CITY CLERK



City of Santa Fe Springs

City Council Meeting

March 10, 2011

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Committee Appointments

Below is a list of current vacancies; attached is a roster for each active committee and a list of prospective members.

Committee	Vacancy	Councilmember
Beautification	1	González
Beautification	2	Moore
Beautification	3	Rounds
Beautification	4	Serrano
Community Program	3	González
Community Program	2	Moore
Community Program	2	Rounds
Community Program	2	Serrano
Community Program	4	Trujillo
Historical	2	Moore
Historical	1	Rounds
Historical	2	Serrano
Historical	1	Trujillo
Parks & Recreation	1	González
Parks & Recreation	2	Moore
Parks & Recreation	1	Trujillo
Senior Citizens Advisory	4	Moore
Senior Citizens Advisory	2	Rounds
Senior Citizens Advisory	1	Trujillo
Sister City	3	González
Sister City	1	Rounds
Sister City	2	Serrano
Youth Leadership	1	Rounds

An application was received from Alexandra Vergara for the Youth Leadership Committee. Please direct any questions regarding this report to the Deputy City Clerk.

Thaddeus McCormack
City Manager

Attachments:

Prospective Members List, Committee Rosters

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Miguel Estevez

Jose Avila

Angelica Miranda

Raul Miranda, Jr.

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Francis Carbajal

Angelica Miranda

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

Alexandra Vergara

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Tall

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Juanita Montes	(12)
	Irene Pasillas	(12)
	Vacant	(12)
	May Sharp	(11)
	Marlene Vernava	(11)
Moore	Juliet Ray	(12)
	Vacant	(12)
	Vacant	(11)
	Guadalupe Placencia	(11)
	Ruth Gray	(11)
Rounds	Vacant	(12)
	Vacant	(12)
	Annette Ledesma	(11)
	Paula Minnehan*	(11)
	Vacant	(11)
Serrano	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vada Conrad	(11)
	Vacant	(11)
Trujillo	Sylvia Takata	(12)
	Eleanor Connelly	(12)
	Margaret Bustos*	(12)
	Rosalie Miller	(11)
	A.J. Hayes	(11)

*Asterisk indicates person currently serves on three committees

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., in City Hall.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jeanne Teran	(12)
	Miguel Estevez	(12)
	Vacant	(12)
	Vacant	(11)
	Vacant	(11)
Moore	Rosalie Miller	(12)
	Vacant	(12)
	Mary Jo Haller	(11)
	Lynda Short	(11)
	Vacant	(11)
Rounds	Mark Scoggins*	(12)
	Marlene Vernava	(12)
	Vacant	(12)
	Denise Vega	(11)
	Vacant	(11)
Serrano	Ruth Gray	(12)
	Mary Anderson	(11)
	Dolores H. Romero*	(11)
	Vacant	(12)
	Vacant	(11)
Trujillo	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Lisa Sanchez	(11)
	Vacant	(11)

*Asterisk indicates person currently serves on three committees

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., 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	(12)
	Josephine Santa-Anna	(12)
	Toni Vallejo	(11)
Moore	Arcelia Miranda	(12)
	Laurie Rios*	(11)
	Margaret Bustos*	(11)
Rounds	Annette Rodriguez	(12)
	Janie Aguirre*	(11)
	Ted Radoumis	(11)
Serrano	Lydia Gonzales	(12)
	Manny Zevallos	(11)
	Gilbert Aguirre*	(11)
Trujillo	Dolores H. Romero*	(12)
	Gloria Duran*	(12)
	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, except Dec., at 9:00 a.m., at the Train Depot

Membership: 9 Voting Members
 6 Non-Voting Members

APPOINTED BY	NAME
Gonzalez	Laurie Rios*
Moore	May Sharp
Rounds	Gustavo Velasco
Serrano	Paula Minnehan*
Trujillo	Amparo Oblea

Committee Representatives

Beautification Committee	Marlene Vernava
Historical Committee	Larry Oblea
Planning Commission	Frank Ybarra
Chamber of Commerce	Tom Summerfield

Council/Staff Representatives

Council	Richard Moore
City Manager	Thaddeus McCormack
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 second Tuesday of Jan. and the first Tuesday of April, July, and Oct., at 5:30 p.m., Carriage Barn

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Ed Duran	(12)
	Gilbert Aguirre*	(11)
	Janie Aguirre*	(11)
	Sally Gaitan	(11)
Moore	Astrid Gonzalez	(12)
	James Berkshire	(12)
	Vacant	(11)
	Vacant	(11)
Rounds	Art Escobedo	(12)
	Vacant	(12)
	Mark Scoggins*	(11)
	Janice Smith	(11)
Serrano	Gloria Duran*	(12)
	Vacant	(12)
	Vacant	(11)
	Larry Oblea	(11)
Trujillo	Vacant	(12)
	Alma Martinez	(12)
	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, except Jul., Aug., and Dec., 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	(12)
	Frank Leader	(12)
	Paula Minnehan*	(11)
	Raul Miranda, Jr.	(12)
	Vacant	(11)
Moore	Jimmy Mendoza	(12)
	Michele Carbajal	(12)
	Janet Rock	(11)
	Vacant	(11)
	Vacant	(11)
Rounds	Kenneth Arnold	(12)
	Richard Legarreta, Sr.	(12)
	Luigi Trujillo	(12)
	Don Mette	(11)
	Mark Scoggins*	(11)
Serrano	Lynda Short	(12)
	Bernie Landin	(12)
	Joe Avila	(12)
	Sally Gaitan	(11)
	Fred Earl	(11)
Trujillo	Miguel Estevez	(12)
	Andrea Lopez	(12)
	Christina Maldonado	(11)
	Vacant	(11)
	Arcelia Miranda	(11)

*Asterisk indicates person currently serves on three committees

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

APPOINTED BY

NAME

Council

Angel Munoz
Ron Biggs

Personnel Advisory Board

Jim Contreras

Firemen's Association

Wayne Tomlinson

Employees' Association

Anita Ayala

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
Moore	Larry Oblea
Rounds	Doug Rodgers
Serrano	Michael Madrigal
Trujillo	Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sep., and Dec., at 10:00 a.m., Neighborhood Center

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Gloria Duran*	(12)
	Josephine Santa-Anna	(12)
	Toni Vallejo	(11)
	Janie Aguirre*	(11)
	Ed Duran	(11)
Moore	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vacant	(11)
	Pete Vallejo	(11)
Rounds	Vacant	(12)
	Vacant	(12)
	Gloria Vasquez	(11)
	Lorena Huitron	(11)
	Berta Sera	(11)
Serrano	Gusta Vicuna	(12)
	Louis Serrano	(12)
	Mary Bravo	(12)
	Amelia Acosta	(11)
	Jessie Serrano	(11)
Trujillo	Julia Butler	(12)
	James Hogan	(12)
	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, except Dec., at 6:30 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(12)
	Kimberly Mette	(12)
	Jimmy Mendoza	(11)
	Vacant	(12)
	Vacant	(11)
Moore	Martha Villanueva	(12)
	Gloria Duran*	(12)
	Mary K. Reed	(11)
	Peggy Jo Radoumis	(11)
	Jeannette Wolfe	(11)
Rounds	Manny Zevallos	(12)
	Susan Johnston	(12)
	Francis Carbajal	(12)
	Ted Radoumis	(11)
	Vacant	(12)
Serrano	Charlotte Zevallos	(12)
	Vacant	(12)
	Laurie Rios*	(11)
	Doris Yarwood	(11)
	Vacant	(11)
Trujillo	Alicia Mora	(12)
	Andrea Lopez	(12)
	Dolores H. Romero*	(11)
	Marcella Obregon	(11)
	Christina Maldonado	(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
Moore	Manny Zevallos
Rounds	Ted Radoumis
Serrano	Sally Gaitan
Trujillo	Greg Berg

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)
Moore	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rounds	Carina Gonzalez	(11)
	Siboney Ordaz	(12)
	Vacant	()
	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)
	Kevin Ramirez	(13)