



AGENDA

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

May 23, 2013 – 6:00 P.M.

Council Chamber
11710 Telegraph Road
Santa Fe Springs, CA 90670

Richard J. Moore, Mayor/Chair
Juanita A. Trujillo, Mayor Pro Tem/Vice Chair
Luis M. González, Councilmember/Director
Laurie M. Rios, Councilmember/Director
William K. Rounds, Councilmember/Director

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 and every other Friday. Telephone (562) 868-0511.

1. CALL TO ORDER

2. ROLL CALL

Luis M. González, Councilmember/Director
Laurie M. Rios, Councilmember/Director
William K. Rounds, Councilmember/Director
Juanita A. Trujillo, Mayor Pro Tem/Vice Chair
Richard J. Moore, Mayor/Chair

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

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

Approval of Minutes

- A. Minutes of the April 11, 2013 Adjourned Public Financing Authority Meeting

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

Monthly Report

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

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

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

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

Approval of Minutes

- A. Minutes of the April 11, 2013 Adjourned Water Utility Authority Meeting

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

Monthly Report

- B. Status Update of Water-Related Capital Improvement Projects

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

UNFINISHED BUSINESS

5. Approval of Amendment No. 7 with Central Basin Municipal Water District

Recommendation: That the Water Utility Authority: 1). Approve Amendment No. 7 to Memorandum of Understanding (MOU) with Central Basin Municipal Water District; and 2). Authorize the City Manager to execute Amendment No. 7 with the Central Basin Municipal Water District which extends the MOU until December 31, 2013.

HOUSING SUCCESSOR

There are no items on the Housing Successor agenda for this meeting.

SUCCESSOR AGENCY

6. Satisfaction, Termination, and Release of the Purchase and Sale Agreement Between the Successor Agency to the Community Development Commission of the City of Santa Fe Springs, Villages at Heritage Springs, LLC, and RCS – Villages Apartments, LLC

Recommendation: That the Successor Agency approve the satisfaction, termination, and release of the purchase and sale agreement.

CITY COUNCIL

7. **CITY MANAGER REPORT**

8. **CONSENT AGENDA**

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

Approval Minutes

- A. Minutes of the April 11, 2013 Regular City Council Meeting

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

PUBLIC HEARING/ORDINANCE FOR INTRODUCTION

9. Zone Change Case No. 133 – Ordinance No. 1043

A request for approval to change the existing BP, Buffer Parking Zoning, on portions of the 1.124-acre property at 11318 Norwalk Boulevard (APN: 8025-001-016) to M-2, Heavy Manufacturing. The property is zoned C-4, M-2 and BP, Community Commercial, Heavy Manufacturing and Buffer Parking, with a General Plan Land Use designation of Commercial and Industrial, and is located within the Consolidated Redevelopment Project Area. (Verizon Wireless)

Recommendation: That the City Council: 1). Open the Public Hearing and receive any comments from the public regarding Zone Change Case No. 133 and thereafter close the Public Hearing; 2). Find that Zone Change Case No. 133 satisfies the criteria and conditions set forth in Section 155.825 et seq of the City Code for the granting of a Change of Zone; 3). Find that Zone Change Case No. 133 involving the proposed Change of Zone from BP, Buffer Parking Zoning, to M-2, Heavy Manufacturing is consistent with the City's General Plan; 4). Find that the portion of the 1.124-acre property that is the subject of the requested Change of Zone is suitable for a change in zone from BP, Buffer Parking to M-2, Heavy Manufacturing; 5). Introduce Ordinance No. 1043 and pass its first reading on Zone Change Case No. 133.

UNFINISHED BUSINESS

10. Authorization to Execute an Agreement with the City of La Mirada to Provide Aquatic Program Services

Recommendation: That the City Council: 1). Authorize the Mayor to execute an Agreement with the City of La Mirada to provide Aquatic Program Services; and 2). Authorize the Director of Public Works to advertise for bids to remove the Aquatic Center spa and related equipment.

NEW BUSINESS

11. City Hall, South Section Heating, Ventilation, and Air Conditioning System Upgrade – Authorization to Advertise for Construction Bids

Recommendation: That the City Council: 1). Authorize the City Hall, South Section Heating, Ventilation, and Air Conditioning System Upgrade Project to be included in the Capital Improvement Program FY 2006-07 through 2011-12; 2). Approve the Plans and Specifications; and 3). Authorize the City Engineer to advertise for construction bids.

12. Interstate 5 Water Main Relocation for the Carmenita Road Segment Project – Approval of Contract Change Order No. 4

Recommendation: That the City Council: 1). Approve Contract Change Order No. 4 in the amount of \$288,467.35; and 2). Authorize the Director of Public Works to execute Contract Change Order No. 4.

Please note: Items 13 – 23 will occur in the 7:00 P.M. hour.

City of Santa Fe Springs

Regular Meetings

May 23, 2013

13. INVOCATION

14. PLEDGE OF ALLEGIANCE

INTRODUCTIONS

15. Representatives from the Youth Leadership Committee

16. Representatives from the Chamber of Commerce

ANNOUNCEMENTS

17. Representatives from Lake Center Middle School

18. Destiny Scholarship and the Powell Grant

PRESENTATIONS

19. 2013 Youth Citizenship Award Recipients

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSION

20. Committee Appointments

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, CMC

Deputy City Clerk

May 17, 2013

Date

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

APRIL 11, 2013

1. CALL TO ORDER

Mayor Moore called the meetings to order at 6:03 p.m.

2. ROLL CALL

Present: Councilmembers González, Rios, Rounds, Mayor Pro Tem Trujillo, Mayor Moore

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Wayne Morrell, Director of Planning; Noe Negrete, Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Community Services; Jose Gomez, Asst. City Manager/Director of Finance; Mike Crook, Fire Chief; Anita Jimenez, Deputy City Clerk

The Deputy City Clerk announced that members of the Public Finance Authority and Water Utility Authority receive \$150 for their attendance at meetings.

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the March 26, 2013 Special Public Financing Authority Meeting

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

Monthly Report

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

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

Director Rounds moved the approval of Items 3A and B; Director Rios seconded the motion which passed unanimously.

NEW BUSINESS

- 4. Resolution No. PFA-01-2013 – Approval of the 2013 Water Revenue Bonds Issuance**

Recommendation: That the Public Financing Authority adopt Resolution No. PFA-01-2013 approving an Escrow Agreement and authorizing official actions and execution of documents related thereto.

Director González moved the approval of Item 4; Vice Chair Trujillo seconded the motion which passed unanimously.

WATER UTILITY AUTHORITY

5. **CONSENT AGENDA**

Approval of Minutes

- A. Minutes of the March 26, 2013 Special Water Utility Authority Meeting

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

Monthly Report

- B. Status Update of Water-Related Capital Improvement Projects

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

Vice Chair Trujillo moved the approval of Items 5A & B; Director Rios seconded the motion which passed unanimously.

NEW BUSINESS

6. Resolution No. WUA-01-2013 – Approval of the 2013 Water Revenue Bonds Issuance

Recommendation: That the Water Utility Authority adopt Resolution No. WUA-01-2013 authorizing the issuance and delivery of its Santa Fe Springs Water Utility Authority 2013 Water Revenue Bonds, Approving a First Amendment to Water Enterprise Lease Agreement, an Indenture of Trust, an Escrow Agreement, a Bond Purchase Contract and A Preliminary Official Statement and a Final Official Statement and Authorizing Official Actions and Execution of Documents Relate Thereto.

Director González moved the approval of Item 6; Director Rounds seconded the motion which passed unanimously.

7. Approval of Amendment No. 7 with Central Basin Municipal Water District

Recommendation: That the Water Utility Authority: 1). Approve Amendment No. 7 to Memorandum of Understanding (MOU) with Central Basin Municipal Water District; and 2). Authorize the City Manager to execute Amendment No. 7 with the Central Basin Municipal Water District which extends the MOU until December 31, 2013.

Director González moved the approval of Item 7; Director Rios seconded the motion. Chair Moore asked what contaminants needed to be removed from the water. Noe Negrete stated that he would follow up on the actual contaminants and provide the information to the Council. Chair Moore asked if the water was from a superfund site. Mr. Negrete stated that it was not. The City Manager stated that the water was from the Upper San Gabriel River. Chair Moore stated that according to the Central Basin website, the water comes from a superfund site and that the Council should have been made aware of this. Director González requested a quarterly water report to make the Council aware of water board issues and related legislation. The City Attorney stated that the issue is very complicated and suggested that a study session be scheduled. Many of the current issues could be dealt with in closed session because they concern litigation.

Chair Moore tabled this item until additional information regarding the contaminants and cleanup process can be provided to the Council.

HOUSING SUCCESSOR

There were no items on the Housing Successor agenda for this meeting.

SUCCESSOR AGENCY

8. CONSENT AGENDA

Approval Minutes

- A. Minutes of the March 26, 2013 Adjourned Successor Agency Meeting

Recommendation: That the Successor Agency approve the minutes as submitted.

Councilmember Rounds moved the approval of Item 8A; Councilmember Rios seconded the motion which passed unanimously.

CITY COUNCIL

9. CITY MANAGER REPORT

The City Manager reminded the audience of the upcoming Town Hall Budget Meeting on April 17 at 6:00 p.m. at Town Center Hall. He reported that the US Postal Service has pulled back on their intent to stop Saturday mail delivery. He reported that a power outage due to tree roots had occurred in the Civic Center. In order to deal with the repair, the power will be out in the entire Civic Center area on Friday and Saturday. The Library will be closed. The Fire Station and Town Center will operate on generators. Security will be provided in the Plaza until the repair is completed.

10. CONSENT AGENDA

Approval Minutes

- A. Minutes of the March 12, 2013 Adjourned City Council Meeting

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

- B. Minutes of the March 14, 2013 Regular City Council Meeting

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

- C. Minutes of the March 26, 2013 Adjourned City Council Meeting

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

Mayor Pro Tem Trujillo moved the approval of Items 10A, B & C; Councilmember Rios seconded the motion which passed unanimously.

ORDINANCE FOR PASSAGE

11. Ordinance No. 1042 - An Ordinance of the City of Santa Fe Springs, amending Title 15 of the Code of Ordinances of City, "the Zoning Ordinance" of the City, by placing certain properties within the City into the R-3-PD, "Multi-Family Residential-Planned Development" Zone. The subject 2.67-acre site consists of three existing parcels located at 9830 Jersey Avenue (APN: 8005-002-059), 9841 Alburdis Avenue (APN: 8005-002-016) and 9851 Alburdis Avenue (APN: 8005-002-058). See attached aerial photograph. (Keana Development, LLC)

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1042 adopting the proposed change of zone.

The City Attorney read Ordinance 1042 by title.

Councilmember Rios moved to waive further reading and adopt Ordinance 1042; Councilmember Rounds seconded the motion which passed unanimously.

UNFINISHED BUSINESS

12. National Pollutant Discharge Elimination Systems (NPDES) – Municipal Permit Status Update

Recommendations: This report is for informational purposes only and does not require any action by the Council.

Noe Negrete gave a presentation on this item.

NEW BUSINESS

13. I-5 Pre-construction Mitigation Phase II - Telegraph Road, Orr & Day Road, Pioneer Boulevard, and Florence Avenue "Resurfacing & Reconstruction" – Authorization to Advertise

Recommendation: That the City Council: 1). Authorize the I-5 Pre-construction Mitigation Phase II Project to be included in the Capital Improvement Program; 2). Approve the Plans and Specifications; and, 3). Authorize the City Engineer to advertise for construction bids.

This item was pulled in order to gather more information.

14. Proposed League of California Cities Bylaws Amendments

Recommendation: That the City Council discuss and provide direction to staff on the City's position on the two proposed amendments to the League Bylaws, as outlined in the alternative actions below.

The City Manager stated the League would like to amend their bylaws as indicated in the report.

Councilmember Rounds moved to approve both proposed amendments; Mayor Pro Tem Trujillo seconded the motion which passed unanimously.

15. Resolution No. 9409 – Approval of the 2013 Water Revenue Bonds Issuance

Recommendation: That the City Council adopt Resolution No. 9409 approving the issuance and delivery by the Santa Fe Springs Water Utility Authority of the 2013 Water Revenue Bonds, approving a first amendment to the Water Enterprise Lease Agreement, an Indenture of Trust, Escrow Agreement, Bond Purchase Contract, and a Preliminary Official Statement and authorizing official actions and execution of documents related thereto.

Councilmember González moved the approval of Item 15; Councilmember Rounds seconded the motion which passed unanimously.

CLOSED SESSION

16. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Subdivision (d)(1) of Section 54956.9

Name of Case: Alhambra, et al., vs. County of Los Angeles
Case No. BS 116375

Mayor Moore recessed the meetings for the Closed Session at 6:53 p.m.

Mayor Moore reconvened the meetings at 7:11 p.m. There was no report from the Closed Session.

17. INVOCATION

Councilmember Rounds gave the Invocation.

18. PLEDGE OF ALLEGIANCE

The Pledge was led by the Youth Leadership Committee.

INTRODUCTIONS

19. Representatives from the Youth Leadership Committee

Members of the Youth Leadership Committee introduced themselves.

20. Representatives from the Chamber of Commerce

The Mayor introduced Sharon Wu of Roquemore, Pringle & Moore, Inc.

The Mayor introduced Angelica Mancillas of Congresswoman Linda Sánchez's office.

21. ANNOUNCEMENTS

The Mayor announced Councilmember Gonzalez's birthday and invited the audience to join in singing "Happy Birthday."

The Mayor called on Maricela Balderas for community announcements.

The Mayor called on Dino Torres who introduced Youth & Family Intervention Program Coordinator Rick Brown. Mr. Brown announced that 60 students participated in the Cesar Chavez Day of Service project and that the students were invited to see President Obama announce the establishment of the Cesar E. Chavez National Monument. Paul Chavez invited the group to preview the trailer for the upcoming movie "Chavez." A recognition ceremony for the students will take place at the Clarke Estate on May 8.

Councilmembers commended Rick Brown for his work on this program.

Dino Torres introduced Whittier Police Captain Bar who spoke about crime prevention education.

Mayor Moore introduced Whittier Police Chief Jeff Piper.

PRESENTATIONS

22. Recognition of Whittier Police Officer Lily Guzman
Captain Bar introduced Officer Lily Guzman. Mayor Moore presented Officer Guzman with a Certificate of Recognition.
23. Proclaiming the Week of April 14-20, 2013, as "National Library Week"
Maricela Balderas introduced Hilary Keith who spoke about the programs available at the City's Library. Ms. Keith asked the Friends of the Library to accept the proclamation from the Mayor.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

24. Committee Appointments
None.

25. ORAL COMMUNICATIONS

Mayor Moore opened Oral Communications at 7:35 p.m.

There being no one wishing to speak, Mayor Moore closed Oral Communications at 7:36 p.m.

26. EXECUTIVE TEAM REPORTS

Noe Negrete informed the Council that property owners had received information through the mail from Water Replenishment District (WRD) regarding assessment rate adjustments. Five cities have sued the WRD claiming that Proposition 218 regulations were not followed. The Court ruled that the WRD should have complied with Prop 218. A Public Hearing has been set for May 18. Staff will attend the Public Hearing; the outcome will have a significant effect on our rate increase. A vote of more than 50% is needed to oppose. The City Attorney stated that one reason for the rate increase is that the five cities that have sued have not been paying anything to the WRD since filing their suit. The City of Santa Fe Springs and other cities have been making payments.

Chief Crook stated the Fire Station 2 will reopen on May 6; an Open House is scheduled on May 8. The Firemen's Association will donate the BBQ lunch.

The Council thanked Director of Recreation Services Carole Joseph and Recreation staff for the excellent Easter event. They also thanked Rick Brown for the Every 15 Minutes program and added that it was a tremendous effort on the part of many agencies.

Councilmember Rounds stated that the water issues that had been discussed are very important and will continue to affect the City in the future. He stated that he has gotten positive feedback regarding the Valley View Grade Separation Project and thanked Noe Negrete for the good job.

Mayor Moore called on Recreation Leader Matt Zamora and presented him with a letter of commendation for attempting lifesaving measures on a patron at the Activity Center.

27. ADJOURNMENT

At 7:56 p.m., Mayor Moore adjourned the meetings.

Richard J. Moore, Mayor

ATTEST:

Anita Jimenez, CMC
Deputy City Clerk

Date



NEW BUSINESS

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

RECOMMENDATION

That the Public Financing Authority receive and file the report.

BACKGROUND

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

Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 4/30/13	None
Outstanding principal at 4/30/13	\$18,240,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 4/30/13	None
Outstanding principal at 4/30/13	\$10,785,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 4/30/13	None
Outstanding principal at 4/30/13	\$3,690,000

Water Revenue Bonds, 2003 Series A

Financing proceeds available for appropriation at 4/30/13	None
Outstanding principal at 4/30/13	\$4,270,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 4/30/13	None
Outstanding principal at 4/30/13	\$2,780,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 4/30/13	1,538,121*
Outstanding principal at 4/30/13	\$32,512,769

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

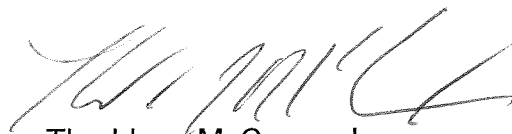
Financing proceeds available for appropriation at 4/30/13	None
Outstanding principal at 4/30/13	\$12,045,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 4/30/13	None
Outstanding principal at 4/30/13	\$40,700,000

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

The former Community Development Commission was dissolved by State law effective 2/1/12 and is administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency will no longer receive tax increment. It is anticipated that sufficient allocations from the Redevelopment Property Tax Trust Fund will be made to Successor Agency to meet the debt service obligations.



Thaddeus McCormack
City Manager/Executive Director

* \$1,538,121 of 2006-A tax exempt bond funds had been used for property acquisitions in relation to the Valley View Grade Separation Project. These funds were reimbursed from Federal, State and County sources in May 2011. However, due to the Supreme Court decision upholding AB1X 26 it is recommended that the Commission does not spend any additional bond proceeds until clarification is reached about the impact of AB1X 26 on the use of unspent bond proceeds.

Additionally, appropriated but unspent proceeds on hand are currently not being spent pending further clarification about the future of unspent bond proceeds.

SEE ITEM 3A



City of Santa Fe Springs

Water Utility Authority Meeting

May 23, 2013

CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

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

Interstate 5 Water Main Relocation for the Carmenita Road Segment

Staff continues to coordinate with Caltrans and the City's construction contractor, Vido Artukovich & Son, on completing the I-5 water main relocation project. At the request of Caltrans, Vido Artukovich have been contracted to complete additional work on the I-5 water main relocation project to address unforeseen site conflicts. Staff continues to coordinate with local business owners affected by the I-5 widening project.

FISCAL IMPACT

Caltrans will reimburse the water main relocation project costs.

INFRASTRUCTURE IMPACT

The relocated water main will enhance the reliability of the City's water system, support fire suppression demands, and provide a higher level of water quality in the area serviced by the Carmenita Road segment.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack
Executive Director

Attachment:

None

Report Submitted By:

Noe Negrete, Director
Department

Date of Report: May 13, 2013

4B



City of Santa Fe Springs

Water Utility Authority Meeting

May 23, 2013

UNFINISHED BUSINESS

Approval of Amendment No. 7 with Central Basin Municipal Water District

RECOMMENDATION

That the Water Utility Authority take the following actions:

1. Approve Amendment No. 7 to Memorandum of Understanding (MOU) with Central Basin Municipal Water District; and
2. Authorize the City Manager to execute Amendment No. 7 with the Central Basin Municipal Water District which extends the MOU until December 31, 2013.

BACKGROUND

The Water Quality Protection Plan (WQPP) began operations in December 2004. The facilities are owned by Central Basin Municipal Water District (Central Basin) and operate under contract by the Whittier Utilities Authority (WUA). The purpose of the WQPP is to safeguard the Central Groundwater Basin from contaminants migrating from the Upper San Gabriel Basin by acting as a second line of defense to the Whittier Narrows Operational Unit (WNOU).

The Environmental Protection Agency (EPA) discovered the ground water contamination problem in the San Gabriel Valley as a result of several businesses improperly disposing of Volatile Organic Compounds (VOC) found in paints, solvents, degreasers, and metal cleaning compounds. The VOCs included Trichloroethylene (TCE), and Polychloroethylene (PCE), which generally found their way into ground water aquifers by being dumped onto the surrounding land and leaching through the soil. The VOC's rapid rate of decent through the soil prompted the EPA to provide a quick solution, resulting in the construction of the WNOU. The Whittier Narrows site area is one of four superfund sites in the region that make up the San Gabriel Valley Water cleanup effort.

Prior to the WNOU going online, the EPA determined that the leading edge of the main basin contamination had traveled past the WNOU extraction wells and was heading towards the Central Basin. The migration of the contaminants is accomplished by the natural flow within the aquifers from the upper San Gabriel Valley Main Basin to the Central Basin. In order to protect the quality of ground water in the Central Basin, a Federal grant was received to design and construct the WQPP facilities.

A handwritten signature in dark ink, appearing to be "N. Negrete", is written above the signature line.

Report Submitted By:

Noe Negrete, Director
Public Works

Date of Report: Thursday, May 16, 2013

The WQPP consists of two wells that can produce on the average 2,000 to 3,000 gallons per minute. The original plant design pumps water into a set of primary pressure vessels with Granular Activated Carbon (GAC) acting as the filtering media. The GAC removes the VOCs from the water meeting Public Health requirements. The plant was designed with redundant pressure vessels to ensure that the VOCs are completely removed. The water is then treated with Sodium Hypochlorite (liquid chlorine) for disinfectant purposes. The finished water then leaves the plant and is stored in the City of Whittier's clear well. The WQPP water is blended with all water produced by the City of Whittier and then pumped to the Whittier Hills storage facility. The water is then distributed throughout the Whittier water system. The City of Santa Fe Springs receives water from the City of Whittier through the Whittier Connection. The Whittier connection is approximately located at Chetle Avenue and Rivera Road. On an annual basis, the City receives approximately 1,800 – 2,000 acre feet per year of water from the Whittier Connection.

WQPP facility construction and operations were envisioned to be funded entirely by the federal government via the Bureau of Reclamation and was to last a period of ten years. Construction funding fell far short of what was needed and as a result, annual operations could only be funded for three years. In June of 2007, the cities of Santa Fe Springs, Pico Rivera, Whittier, and Central Basin developed a purchase agreement to keep the WQPP in operation covering the annual maintenance and operation costs.

At their December 19, 2012 Board Meeting, Central Basin approved an extension of the purchase agreement to December 31, 2013. The current agreement expired on December 31, 2012. The WQPP has proven to be a reliable source of potable water since commencing operations in 2004.

FISCAL IMPACT

A minimum of nineteen hundred acre feet (1,900 ac-ft) of potable water will be extracted as ground water consumption at an amount of four hundred ninety four dollars (\$494) per metered acre foot as compared to purchasing surface water from the Metropolitan Water District (MWD) at a rate of nine hundred sixty seven dollars (\$967) per acre foot. The funds are available within the current Water Utility Authority fiscal budget.

INFRASTRUCTURE IMPACT

The WQPP provides a reliable and economical source of potable water for all customers within Zone I.



Thaddeus McCormack
City Manager

Attachment:

1. Purchase Agreement
2. Memorandum of Understanding dated June 25, 2007
3. Amendment No. 6 dated July 1, 2012

Amendment No. 7
to
Memorandum of Understanding (MOU)
Among
the Central Basin Municipal Water District, City of Whittier, City of
Pico Rivera, and City of Santa Fe Springs
Regarding the Re-Commissioning of the Water Quality Protection Plan

Effective July 1, 2010, the Central Basin Municipal Water District (hereinafter "CBMWD"), City of Whittier (hereinafter "Whittier"), City of Pico Rivera (hereinafter "Pico Rivera"), and City of Santa Fe Springs (hereinafter "Santa Fe Springs") hereby agree as follows:

Purpose

CBMWD, Whittier, Pico Rivera, and Santa Fe Springs retain to re-commission the Water Quality Protection Plan (hereinafter "WQPP") under Obligations as described under Memorandum of Understanding (MOU) dated June 25, 2007 herein called "Original MOU". The purpose of this Amendment is to modify the "Original MOU", Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No.4, Amendment No.5 and Amendment No. 6 to reflect an extended term.

Amended Term

Obligation No. 1 of the "Original MOU" shall be amended to read as follows:

1. CBMWD, Whittier, Pico Rivera and Santa Fe Springs agree that the term of this MOU will be extended on a month to month basis for a period not to exceed twelve (12) months or December 31, 2013.

[SIGNATURES ON THE FOLLOWING PAGE]

In Witness Whereof, the parties hereto have caused this MOU to be executed the date first written above.

CITY OF PICO RIVERA

City Manager

CITY OF SANTA FE SPRINGS

City Manager

CITY OF WHITTIER

City Manager

CENTRAL BASIN MUNICIPAL WATER DISTRICT

David Hill, Chief Operating Officer

Memorandum of Understanding (MOU)
Among
the Central Basin Municipal Water District, City of Whittier, City of Pico Rivera,
and City of Santa Fe Springs
Regarding the Re-Commissioning of the Water Quality Protection Plan

As of June 25, 2007, the Central Basin Municipal Water District (hereinafter "CBMWD"), City of Whittier (hereinafter "Whittier"), City of Pico Rivera (hereinafter "Pico Rivera"), and City of Santa Fe Springs (hereinafter "Santa Fe Springs") hereby agree as follows:

Purpose:

CBMWD, Whittier, Pico Rivera, and Santa Fe Springs desire to re-commission the Water Quality Protection Plan (hereinafter "WQPP") under Obligations as described below.

Definitions:

BANKED WATER shall mean the positive difference between the amount of WQPP water provided to Whittier and the combined amount of water transferred to Pico Rivera and Santa Fe Springs as part of the WQPP Project.

DEFICIT WATER shall mean the negative difference between the amount of WQPP water provided to Whittier and the combined amount of water transferred to Pico Rivera and Santa Fe Springs as part of the WQPP Project.

Obligations:

- 1) CBMWD, Whittier, Pico Rivera and Santa Fe Springs agree that the term of this MOU will be three (3) months, with said term commencing on the day the WQPP begins to provide water suitable for public consumption and concluding 90 calendar days thereafter or on September 30, 2007, whichever date is later;
- 2) CBMWD and Whittier agree to amend terms within the provisions of Agreement No. C 1167 "Central Basin Water Quality Protection Plan" dated January 1, 2002 to be consistent with the Obligations described herein this MOU;
- 3) CBMWD and Pico Rivera agree to amend terms within the provisions of Agreement No. C 1180 "Central Basin Water Quality Protection Plan" dated December 17, 2001 to be consistent with the Obligations described herein this MOU;
- 4) CBMWD and Santa Fe Springs agree to amend terms within the provisions of Agreement No. C 1168 "Central Basin Water Quality Protection Plan" dated November 20, 2001 to be consistent with the Obligations described herein this MOU;
- 5) CBMWD will make all reasonable efforts to operate WQPP to deliver a "target effluent flow rate" of 2,900 gpm (measured as an average over a 24-hour, 7-day a week basis). CBMWD will change this "target effluent flow rate" only 1) upon the written request (electronic mail is sufficient) by either Santa Fe Springs or Pico Rivera or 2) if CBMWD or Whittier deems it necessary for operational

reasons. CBMWD, Whittier, Pico Rivera, and Santa Fe Springs acknowledge that due to the nature of operating a water system, there will be some variance between the "target effluent flow rate" and the actual effluent flow rate;

- 6) Whittier desires to purchase no WQPP water during the term of this MOU, but will purchase up to 4 acre-feet, if needed, in order to balance water quantities as a result of the transfer of BANKED WATER or DEFICIT WATER as described herein. CBMWD, Whittier, Pico Rivera, and Santa Fe Springs acknowledge that there will be BANKED WATER or DEFICIT WATER, but never both simultaneously;
- 7) In the event that there is BANKED WATER at the end of this MOU, Santa Fe Springs and Pico Rivera will each take and pay for half of the BANKED WATER. CBMWD, Whittier, Pico Rivera, and Santa Fe Springs acknowledge that it is not practical to transfer the exact amount of water. As a result, Whittier will purchase up to 4 acre-feet of water, if needed, in order to balance water quantities;
- 8) In the event that there is DEFICIT WATER at the end of this MOU, CBMWD will deposit additional WQPP water in an amount equal to or up to 4 acre-feet above the quantity of DEFICIT WATER. Alternatively, Whittier at its sole discretion and at no cost to CBMWD, Santa Fe Springs, or Pico Rivera may decline taking the additional WQPP water and cover the DEFICIT WATER out of Whittier's water supply;
- 9) Whittier, Pico Rivera, and Santa Fe Springs will pay to CBMWD \$250 per acre-foot for WQPP water;
- 10) Based on an estimated total of 1125 acre-feet of WQPP water to be provided by CBMWD, Santa Fe Springs and Pico Rivera agree to "take or pay" WQPP water in the amount of 425 acre-feet per 90 days and 700 acre-feet during the 90-day term of this MOU, respectively. If the actual term of this MOU is greater or less than 90 days, the "take or pay" amount of water will be proportionally adjusted. Santa Fe Springs and Pico Rivera acknowledge that the "take or pay" amounts of water is a significant factor in keeping the CBMWD's WQPP operational costs at a reasonable enough level such that CBMWD is able to sell WQPP water at \$250 per acre-foot;
- 11) CBMWD, Whittier, Pico Rivera, and Santa Fe Springs acknowledge that Whittier is not committing to any "take or pay" amount of WQPP water as Whittier has elected to rely on other sources of water to supply its system. Whittier further acknowledges that this non-commitment to a "take or pay" amount of WQPP water does not relieve Whittier of the obligation to purchase up to 4 acre-feet to balance water quantities related to BANKED WATER or DEFICIT WATER as described herein this MOU;
- 12) The water that is flushed to waste in the process to start-up WQPP, which CBMWD has estimated to be 200 acre-feet, will be charged against the water rights of Pico Rivera and Santa Fe Springs in the amount of 50% and 50%, respectively, of the actual quantity of water that is flushed to waste in the start-up process. CBMWD will reimburse, at cost, to Pico Rivera and Santa Fe Springs the Replenishment Assessment incurred by Pico Rivera and Santa Fe Springs in

amounts equivalent to the actual quantity of water that is flushed to waste in the start-up process. The reimbursement will be based on the WRD Replenishment Assessment rate in effect at that time and shall be in the form of a credit in the monthly water bill. The start-up process is expected to commence on or about June 25, 2007. CBMWD, Whittier, Pico Rivera and Santa Fe Springs acknowledge that no water rights will be charged against Whittier in said flush to waste start-up process;

- 13) On or about August 31, 2007, CBMWD, Whittier, Pico Rivera, and Santa Fe Springs will jointly assess status of WQPP to determine whether or not the facility stays in operation;
- 14) Whittier, Pico Rivera, and Santa Fe Springs agree to work with CBMWD to pursue additional grant funding for the operations of WQPP. At a minimum, the level of support shall be in the form of providing a Letter of Support. Any additional support beyond the said minimum is at the sole discretion of each individual city; and
- 15) CBMWD, Whittier, Pico Rivera, and Santa Fe Springs agree that by September 30, 2007, if there are no changes (i.e. budgetary constraints, no JPA, no new funding sources/partners), WQPP will be demolished according to USBR guidelines.

Except as provided herein, the provisions of Agreement Nos. 1167, 1180, and 1168 are affirmed.

SIGNATURES ON THE FOLLOWING PAGE

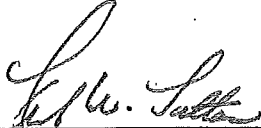
In witness whereof, the parties hereto have caused this MOU to be executed the date first written above.

CITY OF PICO RIVERA

Chuck Fuentes, City Manager

Date: _____

CITY OF SANTA FE SPRINGS



Fred Latham, City Manager

Date: 6/25/07

CITY OF WHITTIER

Steve Helvey, City Manager

Date: _____

CENTRAL BASIN MUNICIPAL WATER DISTRICT

Art Aguilar, General Manager

Date: _____

Amendment No. 6
to
Memorandum of Understanding (MOU)
Among
the Central Basin Municipal Water District, City of Whittier, City of Pico Rivera,
and City of Santa Fe Springs
Regarding Continued Operation of the Water Quality Protection Plan

As of July 1, 2012, the Central Basin Municipal Water District (hereinafter "CBMWD"), City of Whittier (hereinafter "Whittier"), City of Pico Rivera (hereinafter "Pico Rivera"), and City of Santa Fe Springs (hereinafter "Santa Fe Springs") hereby agree to the obligations set forth in this Memorandum of Understanding.

Purpose:

CBMWD, Whittier, Pico Rivera, and Santa Fe Springs (jointly referred to as "Parties", and individually as "Party") desire to continue operation of the Water Quality Protection Plan (hereinafter "WQPP") under Obligations as described below.

Definitions:

BANKED WATER shall mean the positive difference between the amount of WQPP water provided to Whittier and the combined amount of water transferred Santa Fe Springs as part of the WQPP Project.

DEFICIT WATER shall mean the negative difference between the amount of WQPP water provided to Whittier and the combined amount of water transferred to Santa Fe Springs as part of the WQPP Project.

Obligations:

- 1) CBMWD, Whittier, Pico Rivera and Santa Fe Springs agree that the term of this MOU will be for six (6) months.
- 2) CBMWD and Whittier agree to amend the provisions of Agreement No. C 1167 "Central Basin Water Quality Protection Plan", dated January 1, 2002, to be consistent with the Obligations described in this MOU, and agree that the term of Agreement No. C 1167 will be extended for six months.
- 3) CBMWD and Pico Rivera agree to amend the provisions of Agreement No. C 1180 "Central Basin Water Quality Protection Plan", dated December 17, 2001, to be consistent with the Obligations described in this MOU, and agree that the term of Agreement No. C 1180 will be extended for six months.
- 4) CBMWD and Santa Fe Springs agree to amend the provisions of Agreement No. C 1168 "Central Basin Water Quality Protection Plan", dated November 20, 2001, to be consistent with the Obligations described in this MOU, and agree that the term of Agreement No. C 1168 will be extended for six months.
- 5) CBMWD will make all reasonable efforts to operate WQPP to deliver a "target effluent flow rate" of 2,900 gpm (measured as an average over a 24-hour, 7-day

a week basis). CBMWD will change this "target effluent flow rate" only: 1) upon the written request (electronic mail is sufficient) by Santa Fe Springs; or 2) if CBMWD, Pico Rivera, Santa Fe Springs or Whittier deems it necessary for operational reasons. CBMWD, Whittier, Pico Rivera, and Santa Fe Springs acknowledge that due to the nature of operating a water system, there will be some variance between the "target effluent flow rate" and the actual effluent flow rate.

- 6) Whittier and Pico Rivera have no desire to purchase WQPP water during the term of this MOU. Whittier will, however, purchase up to 4 acre-feet, if needed, in order to balance water quantities as a result of the transfer of BANKED WATER or DEFICIT WATER as described herein. CBMWD, Whittier, Pico Rivera, and Santa Fe Springs acknowledge that there will be BANKED WATER or DEFICIT WATER, but never both simultaneously.
- 7) In the event that there is BANKED WATER at the end of this MOU, Santa Fe Springs will take and pay for the BANKED WATER. CBMWD, Whittier, Pico Rivera, and Santa Fe Springs acknowledge that it is not practical to transfer the exact amount of water. As a result, Whittier will purchase up to 4 acre-feet of water, if needed, in order to balance water quantities.
- 8) In the event that there is DEFICIT WATER at the end of this MOU, CBMWD will deposit additional WQPP water in an amount equal to or up to 4 acre-feet above the quantity of DEFICIT WATER. Alternatively, Whittier, at its sole discretion, and at no cost to CBMWD, Santa Fe Springs, or Pico Rivera, may decline taking the additional WQPP water and cover the DEFICIT WATER out of Whittier's water supply.
- 9) Santa Fe Springs will pay to CBMWD \$250 per acre-foot for WQPP water. Whittier, Santa Fe Springs and Pico Rivera acknowledge that CBMWD will utilize funding from the WQPP reserve account, which is held by CBMWD, to subsidize the cost of each AF of water down to \$250 per AF for the 180-day term of this MOU. Any subsidy of Santa Fe Springs's WQPP water that is paid out of the WQPP reserve account shall be paid only out of Santa Fe Springs's share of the WQPP reserve account and shall not, in any amount, decrease Pico Rivera's or Whittier's share of funds in the WQPP reserve account. Pico Rivera's and Whittier's share of funds in the WQPP reserve account shall not be applied towards the subsidy of Santa Fe Springs's WQPP water costs.
- 10) Based on an estimated total of 1,000 acre-feet of WQPP water to be provided by CBMWD, Santa Fe Springs agrees to "take or pay" WQPP water in the amount of not less than 475 acre-feet per 90 days during the 180-day term of this MOU and not more than 500 AF. If the actual term of this MOU is greater or less than 180 days, the "take or pay" amount of water will be proportionally adjusted. Santa Fe Springs acknowledges that the "take or pay" amount of water is a significant factor in keeping CBMWD's WQPP operational costs at a reasonable enough level such that CBMWD is able to sell WQPP water at \$250 per acre-foot.
- 11) CBMWD, Whittier, Pico Rivera, and Santa Fe Springs acknowledge that Whittier and Pico Rivera are not committing to any "take or pay" amount of WQPP water, as Whittier and Pico Rivera have elected to rely on other sources of water to

supply their systems. Whittier further acknowledges that this non-commitment to a "take or pay" amount of WQPP water does not relieve Whittier of the obligation to purchase up to 4 acre-feet to balance water quantities related to BANKED WATER or DEFICIT WATER as described herein this MOU.

12) On or about November 1, 2012, CBMWD, Whittier, Pico Rivera, and Santa Fe Springs will jointly assess status of WQPP to determine whether or not the facility stays in operation.

13) Whittier, Pico Rivera, and Santa Fe Springs agree to work with CBMWD to pursue additional grant funding for the operations of WQPP. At a minimum, the level of support shall be in the form of providing a Letter of Support. Any additional support beyond the said minimum is at the sole discretion of each individual city.

Additional Provisions

1. Indemnification. To the full extent permitted by law, each Party shall indemnify, defend and hold harmless the other Parties against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of the indemnifying Party's performance of this MOU. Each Party shall not, however, be obligated to indemnify or defend any other Party for claims, demands, lawsuits, causes of action, losses, costs, or expenses arising (in whole or in part) due to the negligence or willful misconduct of the other Party.
2. Severability. If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.
3. Notice. All notices, demands, consents and other communications required in the performance of the Parties' obligations in this MOU shall be in writing and shall be deemed properly given and received when actually given and received or three business days after mailing, if sent by registered or certified mail, postage prepaid, addressed to the party to receive the notice at the following addresses:

To Pico Rivera: Art Cervantes, Director of Public Works
City of Pico Rivera
PO Box 1016
Pico Rivera, CA 90660

To Whittier: Dan Wall, Assistant Director of Public Works
City of Whittier
13230 East Penn Street
Whittier, CA 90602

To Santa Fe Springs: Noe Negrete, Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

To Central Basin Municipal Water District:

David Hill, Manager of Water Resources & Planning
Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040,

4. Governing Law. This MOU shall be governed and construed in accordance with the laws of the State of California.
5. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this MOU are intended for the specific Parties hereto as identified in the preamble of this MOU. Notwithstanding anything stated to the contrary in this MOU, it is not intended that any rights or interests in this MOU benefit or flow to the interest of any third parties.
6. Compliance with Laws. In providing the services required under this MOU, the Parties shall at all times comply with all applicable laws, including, but not limited, the law of the United States and the State of California.
7. Governing Law. This MOU shall be construed in accordance with and governed by the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.
8. Severability. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision(s) nevertheless will continue in full force and effect without being impaired or invalidated in any way.
9. Nonwaiver of Terms, Rights and Remedies. Waiver by either Party of any conditions of performance shall not be a waiver of any other condition of performance.
10. Headings. Paragraph headings are only for convenience and shall not be used to construe meaning or intent.
11. Entire Agreement; Modifications. This MOU shall constitute the entire agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this MOU shall be effective unless made in writing and signed by both Parties.

Except as provided herein, the provisions of Agreements C1167, C1180, and C1168 are affirmed.

[SIGNATURES ON THE FOLLOWING PAGE]

In witness whereof, the parties hereto have caused this MOU to be executed on the date first written above.

CITY OF PICO RIVERA



Ronald Bates, City Manager

CITY OF SANTA FE SPRINGS

Thaddeus McCormack, City Manager

CITY OF WHITTIER

Jeffrey W. Collier, City Manager

CENTRAL BASIN MUNICIPAL WATER DISTRICT

Art Aguilar, General Manager

In witness whereof, the parties hereto have caused this MOU to be executed on the date first written above.

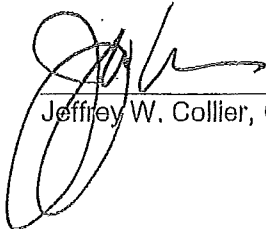
CITY OF PICO RIVERA

Ronald Bates, City Manager

CITY OF SANTA FE SPRINGS

Thaddeus McCormack, City Manager

CITY OF WHITTIER



Jeffrey W. Collier, City Manager

CENTRAL BASIN MUNICIPAL WATER DISTRICT

Art Aguilar, General Manager

In witness whereof, the parties hereto have caused this MOU to be executed on the date first written above.

CITY OF PICO RIVERA

Ronald Bates, City Manager

CITY OF SANTA FE SPRINGS

Thaddeus McCormack, City Manager

CITY OF WHITTIER

Jeffery Collier, City Manager

CENTRAL BASIN MUNICIPAL WATER DISTRICT

Art Aguilar, General Manager



NEW BUSINESS

Satisfaction, Termination, and Release of the Purchase and Sale Agreement Between the Successor Agency to the Community Development Commission of the City of Santa Fe Springs, Villages at Heritage Springs, LLC, and RCS – Villages Apartments, LLC

RECOMMENDATION

That the Successor Agency approve the satisfaction, termination, and release of the purchase and sale agreement.

BACKGROUND

The Community Development Commission of the City of Santa Fe Springs (CDC) and Villages at Heritage Springs, LLC (Villages) entered into a Disposition and Development Agreement (DDA) in November 2005. Pursuant to the DDA, Villages was responsible for development of a master-planned residential community of over 500 dwelling units on approximately 55 acres of land.

The DDA has been amended several times over the years. In July 2009, Amendment No. 3 was executed and included a purchase and sale agreement (PSA) between the parties and structuring the CDC's purchase of 5.86 acres of land (known as Lots 68 and 69 of Tract 63136) by providing a \$1 million down payment. The PSA called for the total purchase price to be the fair value of the property, not to exceed the CDC's net tax increment generated from the project for a 15 year period. At the time, the amendment and PSA were agreed to as a means to finance the initial phases of construction due to the overall economic uncertainty and lack of available financing for new residential construction. The PSA also included an option that provided Villages the ability to repurchase the 5.86 acres of land from the CDC for the \$1 million the CDC had already provided as a down payment for the property.

The Villages and RCS-Villages Apartments, LLC (a new partner in the development and transaction) are now desirous of exercising and satisfying the option to repurchase pursuant to the terms included in the PSA. The sum of \$1,000,000 would be payment in full to the Successor Agency (as the CDC no longer exists), cancelling the purchase of Lots 68 and 69.

The above described action is part and parcel to the PSA and in-and-of-itself does not require action by the City Council or Successor Agency. However, with the elimination of redevelopment, the Successor Agency is limited in its ability to take certain actions without new approval and subsequent approval by the Oversight Board and Department of Finance (DOF), such as the acceptance of the \$1,000,000 payment associated with the canceling of the specified lots. Accordingly, the Successor

Agency is being asked to approve satisfaction, termination, and release of the purchase and sale agreement.

Please note that, because of the elimination of redevelopment, the \$1 million in sale proceeds will not remain with the City/Successor Agency, but rather will go back to the DOF for distribution among the various taxing entities. Also, the above mentioned has no relation to the Affordable Housing component of the project.



Thaddeus J. McCormack
City Manager

Attachments:

DDA Amendment #3

Purchase and Sale Agreement

SATISFACTION, TERMINATION AND RELEASE OF PURCHASE AND SALE AGREEMENT

THIS SATISFACTION, TERMINATION AND RELEASE OF PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of this ____ day of May, 2013, by and among **the Successor Agency to the Community Development Commission of the City of Santa Fe Springs**, as Purchaser (the "Successor Agency"), **Villages at Heritage Springs, LLC**, a California limited liability company, as Seller ("Heritage") and **RCS – Villages Apartments, LLC**, a Colorado limited liability company, as successor in interest to Heritage ("RCS – Villages") and together with Heritage, the "Village Parties").

WHEREAS, the Successor Agency's predecessor and Heritage entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated July 9, 2009, as such agreement may have been amended from time to time (the "PSA") regarding the purchase and sale of that certain real property legally described on Exhibit A attached hereto (the "Property").

WHEREAS, RCS – Villages is the successor in interest to Heritage as to certain portions of the Property.

WHEREAS, Section 1.04 of the PSA provides for an option to repurchase the Property on the terms and conditions therein set forth.

WHEREAS, the Village Parties are now desirous of exercising and satisfying the option to repurchase on the terms herein provided, and the parties shall thereafter mutually waive and release each other of all rights, obligations and claims thereunder on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements of the parties contained herein, the parties hereby agree as follows:

1. Consideration. Concurrently with the mutual execution hereof, RCS - Village has delivered to the Successor Agency a payment in the total sum of \$1,000,000, which payment is in full and final accord and satisfaction of all amounts due from the Village Parties to the Successor Agency under the PSA.
2. Termination. The Successor Agency hereby acknowledges receipt of payment in full as provided in Section 1 above and the parties agree that the PSA has been satisfied in full and is hereby terminated in all respects and none of the parties shall have any further rights or obligations thereunder or with respect thereto.
3. Mutual Waiver and Release. Each of the parties hereby waives and releases the other party from any and all claims, demands, causes of action, judgments, losses, liabilities, damages, costs or other expenses, whether or not now known, suspected or claimed, which either party ever had, now has, or may claim to have against the other arising out of, based on, relating to or resulting from the PSA.

4. Authority. Each person executing this Agreement on behalf of the parties hereto hereby represents and warrants that he/she has the requisite authority to so execute this Agreement on behalf of such party and each party has the authority to perform its covenants and actions set forth in this Agreement.

5. Release of Lien. To the extent that any lien has been or is created against the Property by virtue of the PSA, the Successor Agency expressly acknowledges and agrees that (a) any lien created by the PSA is hereby satisfied and released in all respects and (b) the Village Parties are hereby permitted and authorized to record this Agreement.

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

HERITAGE:

VILLAGES AT HERITAGE SPRINGS, LLC,
a California limited liability company

By: _____
Name: _____

RCS - VILLAGE:

RCS – VILLAGES APARTMENTS, LLC,
a Colorado limited liability company

By: _____
Sharon K. Eshima, Manager

SUCCESSOR AGENCY:

SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF SANTA FE SPRINGS

By: _____
Chairman

Attest:

Secretary

Approved as to form:

Successor Agency Counsel

AMENDMENT NO. 3 TO DISPOSITION AND DEVELOPMENT AGREEMENT

This Third Amendment to Disposition and Development Agreement (the "Third Amendment") is entered into on this 9th day of July, 2009 ("Effective Date"), by and between the COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, a public body, corporate and politic ("the CDC") and VILLAGES AT HERITAGE SPRINGS, LLC, a California limited liability company ("Developer") with respect to the following:

RECITALS

WHEREAS, Agency and Developer entered into that certain Disposition and Development Agreement dated November 17, 2005, as amended on November 21, 2006 and on May 29, 2007, (collectively the "Agreement"), which provided for financial assistance for costs incurred in remediating the Site and developing a residential project; and

WHEREAS, the Project financing and the original schedule for construction of the residential units has been revised due to the current economic uncertainty and lack of available financing for new residential construction; and

WHEREAS, the uncertainties have led to a need for a sale of certain residential property to the CDC at the appraised value for the approved density of 226 market rate developable units; and

WHEREAS, the Project's completion remains essential for the economic revitalization and redevelopment of the overall Project Area and the City.

NOW, THEREFORE, based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the parties hereto agree as follows:

Section 1. Developer and CDC agree that a new Exhibit "K" entitled "Purchase and Sale Agreement For Lots 68 and 69 of Tract 63136" shall be added to the Agreement, the form of Exhibit "K" is attached hereto as Attachment No. 1 and shall be incorporated herein by this reference. Included in the Purchase and Sale Agreement shall be a requirement for utilization of \$1,000,000.00 of the cash down payment provided from CDC's Low/Mod Set Aside funds to operate as a credit for qualified moderate income purchasers in the first phase.

Section 2. Section 7. "The CDC Loan" shall be revised in its entirety as follows:

"The Developer Loan to the CDC for property acquisition in the amount of \$3,152,000 ("CDC Note") shall be repaid in part with a credit of payment on the \$1,800,000 loan ("Developer Note") from CDC to Developer upon return of the original Developer Note to Developer by the CDC. The remainder of the CDC Note shall be due from the CDC to the Developer upon the completion of the construction of the first eleven (11) model units for the Project."

Section 3. Exhibit "F" "Schedule of Performance" shall be revised in its entirety as set forth in Attachment No. 2 attached hereto and incorporated herein by this reference.

Section 4. Section 11 A. and B. shall be revised in their entirety as follows:

"Developer shall pay the following City fees at the earlier of (i) the time of issuance of the Mello-Roos bonds or (ii) June 30, 2014:

Art in Public Places	\$500,000;
Traffic Impact Fees	\$149,262;
Water Trunkline Connection Fees	\$ 83,000

The parties agree that the foregoing remaining fees shall replace any prior fee requirement by the City or Agency as to any condition of approval for the Project. The above fee amounts shall bear simple interest at 4.5% from the issuance of building permits for the housing units until paid.

Section 5. Section 11 shall be amended to include the addition of the following:

Upon completion of the Art Project, the parties agree that the City shall retain ownership and maintenance responsibility for all Hardscape elements of the Art Project, and the Developer and subsequently the HOA shall retain ownership and maintenance responsibility for all Softscape elements. Hardscape includes the fountain, all associated pumps, piping and foundation, the decorative mosaic columns, any decorative or enhanced paving, lighting and/or benches. Softscape includes all plants, grass, trees, shrubs, electricity and water usage, and the irrigation system installed as part of the Art Project. Until such time as Lots 68 and 69 of Tract No. 63136 are developed with housing units and 100% of the units are annexed into the HOA for the Project as a whole, the City shall be responsible for all Hardscape maintenance costs of the Art Project, except that the Developer will be responsible for all electrical energy and water costs upon completion of the Art Project. From that point forward, the City will continue with the Hardscape maintenance, but the HOA will be responsible for reimbursing the City annually for the cost of said Hardscape maintenance and shall be responsible for reserving against future replacement or repair costs to the Art Project as determined by Dept of Real Estate. Developer also agrees to grant an easement to the City over Lot 72 of Tract 63136 for the purpose of allowing the City access to maintain the Art Project Hardscape.

D. In addition to the Art Project described above, any/all custom-fabricated, decorative lanterns/fixtures at the project entries and the pedestrian-entry mosaic tiles shall be maintained, owned and reserved by the HOA as of the first close of escrow.

Section 6. Section 14 "Mello-Roos district" shall be replaced in its entirety as follows:

The parties intend to form a Mello-Roos District to offset increased cost to provide necessary public services, such as police and fire protection, that are required to support the development. Until such time as the District is formed, a payment of \$1,302.00 per unit (\$500,000 / 384 units) shall be made by Developer on an annualized pro-rata basis from the close of escrow date of each unit sold until June 30th from the year in which escrow closes.

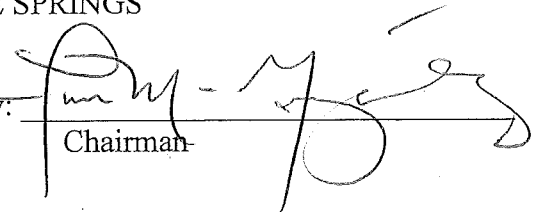
Subsequently, Developer shall make annualized payment on these sold units for the period from July 1st to June 30 of the following year – until such time as the District is formed. The parties agree to meet before August 1st each year to agree on the number of sold units from the previous year and to agree on the total annual amount due to City by Developer based on units already sold. Developer shall make payment by September 1st. For clarification, although the parties contemplate that the Option parcel will eventually be developed and annexed into the HOA at a future date and will also be included in the Mello-Roos District, but the parties agree that the total overall annual payment to City for public services will not exceed the agreed to base amount despite any increased number of units. The funding of this obligation shall include annual inflation adjustments over the base amount based on regional consumer price index in perpetuity.

Section 7. Due Execution. The person(s) executing this Third Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Third Amendment on behalf of said party, (iii) by so executing this Third Amendment, such party is formally bound to the provisions of this Third Amendment, and (iv) the entering into this Third Amendment does not violate any provision of any other agreement to which said party is bound.

Section 8. Full Force and Effect. The parties further agree that, except as specifically provided in this Third Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date of execution by the CDC.

COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF SANTA
FE SPRINGS

By: 
Chairman

Attest:



CDC Secretary

Approved as to form:


CDC COUNSEL

"DEVELOPER"

VILLAGES AT HERITAGE SPRINGS,
LLC, a California limited liability company

By: 
Its: Manager

ATTACHMENT NO. 1

EXHIBIT "K"

PURCHASE AND SALE AGREEMENT

AND

JOINT ESCROW INSTRUCTIONS

PURCHASE AND SALE AGREEMENT

AND

JOINT ESCROW INSTRUCTIONS

BETWEEN

VILLAGES AT HERITAGE SPRINGS, LLC

a limited liability company

("SELLER")

AND

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

("PURCHASER")

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.

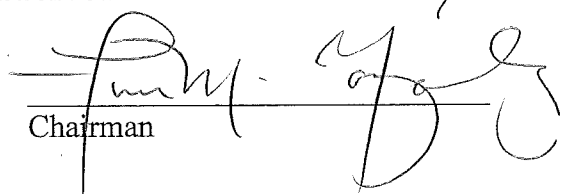
SELLER:

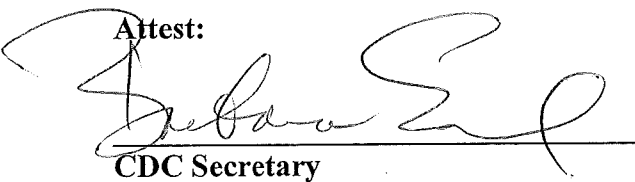
**VILLAGES AT HERITAGE SPRINGS,
LLC**

By: 
Its: Mary Jo

PURCHASER:

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

By: 
Chairman

Attest:

CDC Secretary

Approved as to form:

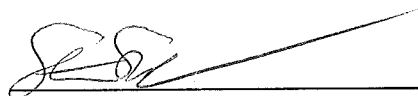

CDC Counsel

Exhibit "A"

Legal Description of the Property

Lots 68 and 69 of Tract 63136

Exhibit "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Community Development Commission of the City of Santa Fe Springs

Attn: Executive Director

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code § 6103)

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, VILLAGES AT HERITAGE SPRINGS LLC, a California limited liability company("Grantor"), hereby grants to the COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, a public body, corporate and politic ("Grantee") acting under the Community Redevelopment Law of the State of California, the real property, hereinafter referred to as the "Property," in the City of Santa Fe Springs, County of Los Angeles, State of California, as more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference. Grantor specifically reserves all rights below the depth of 500 feet from the surface of the earth.

This conveyance is subject to all items listed on Exhibit "2" attached hereto and all matters appearing of record or that can be ascertained by an inspection of said real property. This conveyance is made without any warranty, express or implied, as to the suitability of said real property for any purpose whatsoever.

By acceptance and recordation of this deed, Grantee covenants for itself, its successors and assigns that said real property is acquired by Grantee "AS IS" and "WITH ALL FAULTS" without any representations or warranties whatsoever, express or implied, and hereby releases Grantor from any and all liability on account of the condition of said real property,

Subject to the terms and conditions of that certain Purchase and Sale Agreement and Joint Escrow Instructions between Grantor and Grantee dated _____, 2009.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

Dated effective _____, 200__.

"GRANTOR":

**VILLAGES AT HERITAGE SPRINGS,
LLC**

By: _____

"GRANTEE":

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

By: _____

Exhibit "1"

Legal Description of the Property

Lots 68 and 69 of Tract 63136

Exhibit "2"

Certificate of Acceptance

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Villages at Heritage Springs, LLC a California Limited Liability Company by the Grant Deed to the COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, a public body, corporate and politic, is hereby accepted by the undersigned officer and agent of the COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, pursuant to the authority conferred by a Resolution of the COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS dated _____, 200_, and that the COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS consents to the recording of the Grant Deed.

Signed and dated at Santa Fe Springs, California on _____, 200_.

"GRANTEE"

COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF SANTA
FE SPRINGS

Date: _____

By: _____
Chair

ATTEST:

By: _____
Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2009, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2009, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "C"

PURCHASE PRICE NOTE

\$ _____

FOR VALUE RECEIVED, Community Development Commission of the City of Santa Fe Springs ("CDC"), a public body corporate and politic ("Maker"), promises to pay the Villages at Heritage Springs, LLC, a California limited liability company ("Holder") at _____, or at such other address as Holder may direct from time to time in writing, the sum of _____ Million _____ Hundred Thousand Dollars (\$ _____) (the "Note Amount"), together with interest thereon at the rate set forth herein. All sums payable hereunder shall be payable in lawful money of the United States of America. This Promissory Note ("Purchase Price Note") is made in connection with the purchase and sale agreement by and between Maker and Holder, dated as of _____ (the "Agreement").

1. Interest Rate.

Interest shall accrue at the rate of Prime + 1 adjusted annually on the Note Amount during the term of the Purchase Price Note. In the event of a default of the Agreement all interest and principal shall be immediately due.

2. Payment.

The initial payment shall be Two Million Dollars (\$2,000,000) due at execution of Purchase and Sale Agreement. Subsequent payments based on a fifteen year repayment schedule based on the actual net TI generated from the entire Tract 63136 (less Lots 68 and 69).

3. Term.

The Purchase Price Note shall commence upon the execution by both Parties and terminate 15 years from the commencement date or earlier in the event of full payment from bond proceeds or exercise of the Repurchase Option ("Term"). In no event shall the CDC be required to pay a greater amount than the net tax increment. Any amount unpaid after 15 years shall be forgiven. In the event Developer asks for earlier payment from bond proceeds, any short fall amount remaining from the proceeds bonds sized on the net tax increment shall be forgiven.

4. Application of Payments.

Each payment hereunder shall be credited first to interest then accrued and the remainder, if any, to principal. Interest shall cease to accrue upon principal so credited.

5. Holder May Assign.

Holder may, at its option, assign its right to receive payment under this Purchase Price Note without necessity of obtaining the consent of the Maker.

6. Maker Assignment Prohibited.

In no event shall Maker assign or transfer any portion of this Purchase Price Note without the prior express written consent of the Holder, which consent may be given or withheld in the Holder's sole discretion.

7. Attorneys' Fees and Costs.

In the event that any action is instituted with respect to this Purchase Price Note, the prevailing party promises to pay such sums as a court may fix for court costs and reasonable attorneys' fees. Holder's right to such fees shall not be limited to or by its representation by staff counsel, and such representation shall be valued at customary and reasonable rates for private sector legal services.

8. Non-Waiver.

Failure or delay in giving any notice required hereunder shall not constitute a waiver of any default or late payment, nor shall it change the time for any default or payment.

9. Successors Bound.

This Agency Note shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

10. Terms.

Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

11. Monetary Default. If a monetary event of default occurs under the terms of the Agreement or the Agency Note, prior to exercising any remedies thereunder, Holder shall give Maker and any of the general or noticed limited partners of the Maker, listed below, simultaneous written notice of such default. Maker shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Holder.

12. Non-Monetary Default. If a non-monetary event of default occurs under the terms of any of the Agreement, prior to exercising any remedies thereunder, Holder shall give Maker and any general or limited partners of the Maker, listed below, simultaneous written notice of such default. If Maker fails to take corrective action or to cure the default within the initial thirty (30) day cure period, Holder shall give Maker and any general or limited partners of Maker listed in the Agreement written notice thereof, whereupon the limited partner(s) may remove and replace the general partner with a substitute general partner, reasonably acceptable to Holder, who shall effect a cure within a reasonable time thereafter, as determined by Holder, in accordance with the foregoing provisions. In no event shall Holder be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within the period of time specified in the Agreement.

"MAKER"

Community Development Commission of
the City of Santa Fe Springs
A California limited liability company

Date: _____

By: _____

Its: _____

1350/18

SCALE: 1"=150'

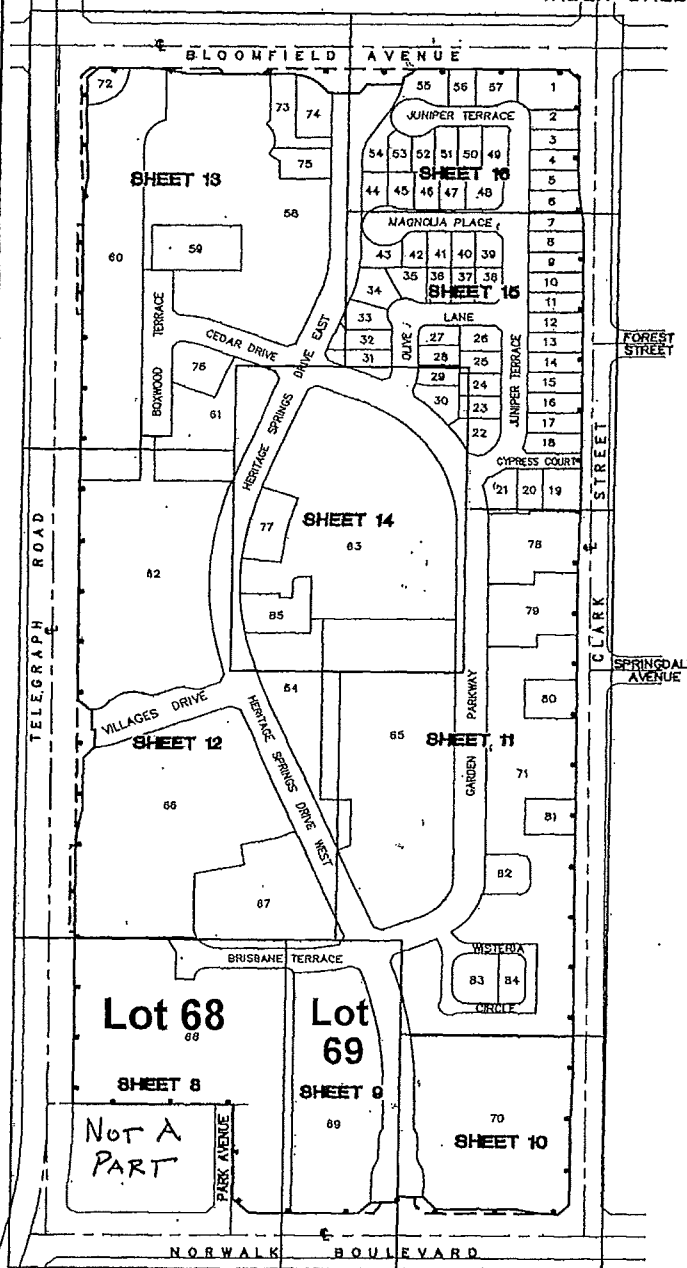
TRACT NO. 63136

SHEET 3 OF 29 SHEETS

IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

LOTS 60 THROUGH 72 AND LOTS 76 THROUGH 85 FOR RESIDENTIAL CONDOMINIUM PURPOSES

INDEX SHEET



SIGNATURE OMISSION NOTES (CONTINUED)

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED PURSUANT TO THE PROVISIONS OF SECTION 844361(a)(3) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT FIT INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

C.T. MONEY, ET AL., TRUSTEES OF FULTON WELLS HEALTH AND PLEASURE RESORT TO E.C. KNOTT, AS HOLDER OF ALL MINERAL OR MEDICINAL WATERS RECORDED IN BOOK 211 PAGE 302 OF DEEDS.

C.T. MONEY, J.M. PIRTE AND CHAS BUSEY, TRUSTEES OF FULTON WELLS HEALTH AND PLEASURE RESORT, AS HOLDER OF ALL MINERAL OR MEDICINAL WATERS RECORDED IN BOOK 492 PAGE 206, OF DEEDS AND IN BOOK 211 PAGE 291, OF DEEDS AND IN BOOK 270 PAGE 81 OF DEEDS.

THE BIBLICAL RESEARCH SOCIETY, A CALIFORNIA CORPORATION, AS HOLDER OF ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS RECORDED MAY 26, 1983 AS INSTRUMENT NO. 83-58949 OF OFFICIAL RECORDS.

R.F. GILMORE COMPANY, A CORPORATION, AS HOLDER OF ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS RECORDED SEPTEMBER 8, 1973 AS INSTRUMENT NO. 34 OF OFFICIAL RECORDS.

JOHN H. BATSON, AS HOLDER OF ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS AND OTHER HYDROCARBON SUBSTANCES RECORDED DECEMBER 17, 1985 AS INSTRUMENT NO. 85-1485498 AND AS INSTRUMENT NO. 85-1485494 OF OFFICIAL RECORDS.

JAMES WEAVER AND REBECCA WEAVER, AS HOLDER OF ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES RECORDED OCTOBER 24, 1922 AS INSTRUMENT NO. 1194 IN BOOK 1550 PAGE 142 OF OFFICIAL RECORDS.

GENEWEVE L. DUNLAP, A MARRIED WOMAN, AS HOLDER OF ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM, AND ALL KINDRED SUBSTANCES AND OTHER MINERALS RECORDED MARCH 19, 1968 AS INSTRUMENT NO. 1846 OF OFFICIAL RECORDS.

JOHN H. BATSON, AS HOLDER OF ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS AND OTHER HYDROCARBON SUBSTANCES RECORDED DECEMBER 17, 1985 AS INSTRUMENT NO. 85-1485491 OF OFFICIAL RECORDS.

DONALD IRVING WARDMAN, BONNIE JEAN WARDMAN NEWSOME, MARILYN MAE WARDMAN SUTTON, PATRICIA WARDMAN SMITH, AND GWYN ELLEN WARDMAN DIETRICK, AS HOLDER OF OIL, GAS, HYDROCARBONS AND RELATED SUBSTANCES RECORDED OCTOBER 2, 1974 AS INSTRUMENT NO. 225 OF OFFICIAL RECORDS.

LEO GOODMAN, ET UX., AS HOLDER OF OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES RECORDED JANUARY 15, 1954 AS INSTRUMENT NOS. 3727 AND 3728 OF OFFICIAL RECORDS.

NORMAN O. LANGSTAFF AND GOLDIE B. LANGSTAFF, AS HOLDER OF ALL OIL, GAS, AND MINERAL SUBSTANCES RECORDED SEPTEMBER 25, 1934 IN BOOK 13008 PAGE 140 OF OFFICIAL RECORDS.

JOHN H. SCHOETTLER, AS HOLDER OF ALL THE OIL AND GAS RECORDED OCTOBER 10, 1973 AS INSTRUMENT NO. 2190 OF OFFICIAL RECORDS.

TRINITY UNITED METHODIST CHURCH OF WHITTIER, A CALIFORNIA CORPORATION, AS HOLDER OF ALL OIL, GAS, AND/OR OTHER HYDROCARBON SUBSTANCES RECORDED MARCH 3, 1988 AS INSTRUMENT NO. 88-271214 OF OFFICIAL RECORDS.

THOMAS A. BEWLEY AND J. KENT BEWLEY AND KAREN A. BEWLEY, AS CO-TRUSTEES OF THE BEWLEY REVOCABLE TRUST DATED OCTOBER 15, 1991, AS HOLDER OF ALL MINERALS, HYDROCARBONS AND LIKE KIND SUBSTANCES RECORDED JUNE 23, 2004 AS INSTRUMENT NO. 04-1590582 OF OFFICIAL RECORDS.

FRED L. ELLIS AND ALEXANDRA J. ELLIS, AS HOLDER OF ALL OIL, MINERALS AND OTHER HYDROCARBON SUBSTANCES RECORDED MAY 1, 1970 AS INSTRUMENT NO. 84 OF OFFICIAL RECORDS.

FLORA DORA MCNALL, AS HOLDER OF ALL OIL, MINERALS, HYDROCARBONS AND LIKE KIND SUBSTANCES RECORDED NOVEMBER 22, 2005 AS INSTRUMENT NO. 05-2837847 OF OFFICIAL RECORDS.

FEDERICO C. VARGAS AND SILVIA VARGAS, AS HOLDER OF ALL OIL, MINERALS, HYDROCARBONS AND LIKE KIND SUBSTANCES RECORDED NOVEMBER 17, 2005 AS INSTRUMENT NO. 05-2783101 OF OFFICIAL RECORDS.

DONALD IRVING WARDMAN, ET AL, AS HOLDER OF ALL OIL, MINERALS, HYDROCARBONS AND LIKE KIND SUBSTANCES RECORDED MAY 9, 2005 AS INSTRUMENT NO. 05-536275 OF OFFICIAL RECORDS.

PACIFIC ENERGY RESOURCES, A CALIFORNIA LIMITED PARTNERSHIP, AS HOLDER OF ALL OIL, GAS, MINERAL AND HYDROCARBON RECORDED JUNE 29, 2001 AS INSTRUMENT NO. 01-1121823 OF OFFICIAL RECORDS.

HEIRS OF THE ESTATE OF A. WARDMAN, DECEASED, DONALD IRVING WARDMAN, MAE WARDMAN SUTTON, GWYN ELLEN WARDMAN, PATRICIA WARDMAN SMITH, BONNIE JEAN WARDMAN NEWSOME AND THEIR SUCCESSORS IN INTEREST AS HOLDER OF ALL MINERALS RECORDED SEPTEMBER 11, 1987 AS INSTRUMENT NO. 87-1484578 OF OFFICIAL RECORDS.

STELLA MEYER MARTIN AND/OR HER SUCCESSORS IN INTEREST, MARIE L. GREATHOUSE AND/OR HER SUCCESSORS IN INTEREST, AS HOLDER OF ANY MINERALS IN SAID PROPERTY RECORDED SEPTEMBER 11, 1987 AS INSTRUMENT NO. 87-1484578 OF OFFICIAL RECORDS.

JAMES H. BLAKEMORE AND LUDILE M. BLAKEMORE, AS HOLDER OF ALL OIL, GAS, AND ALL KINDRED SUBSTANCES RECORDED JUNE 20, 1979 AS INSTRUMENT NO. 79-665636 OF OFFICIAL RECORDS.

TOWN LOT FEE, LLC, AS HOLDER OF ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES, AND ALL OTHER MINERAL AND OTHERWISE VALUABLE SUBSTANCES RECORDED DECEMBER 30, 2005 AS INSTRUMENT NO. 05-3229972 OF OFFICIAL RECORDS.

THE TRUSTEES OF THE BEAUMON FAMILY TRUST DATED NOVEMBER 14, 1979, AS HOLDER OF ALL RIGHTS TO OIL, GAS, AND HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER RECORDED NOVEMBER 5, 1997 AS INSTRUMENT NO. 97-1761583 OF OFFICIAL RECORDS.

FLORENCE K. BEAUMON, ANTHONY L. BEAUMON AND MONIQUE BAUMANN MAGOLSKIE WERE NAMED AS SUCCESSOR TRUSTEES, AS HOLDER OF ALL RIGHTS TO OIL, GAS, AND HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER RECORDED FEBRUARY 10, 2005 AS INSTRUMENT NO. 05-314772 OF OFFICIAL RECORDS.

H.F. MORGAN, AS HOLDER OF AN OIL LEASE PER DOCUMENT RECORDED JUNE 3, 1922 AS INSTRUMENT NO. 308 OF OFFICIAL RECORDS.

H.F. STREETER AND ZELBA B. STREETER, ZELBA B. STREETER, AS HOLDER OF AN OIL LEASE PER DOCUMENT RECORDED IN BOOK 8269, PAGE 120 AND BOOK 7282, PAGE 113 OF OFFICIAL RECORDS.

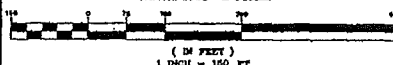
BREITBURN ENERGY COMPANY L.P., AS HOLDER OF ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES RECORDED DECEMBER 30, 2005 AS INSTRUMENT NO. 05-3229989, AS AMENDED BY FIRST AMENDMENT TO SURFACE AND SUBSURFACE RIGHTS AGREEMENT RECORDED AUGUST 15, 2006 AS INSTRUMENT NO. 06-1810629, AND AS AMENDED BY SECOND AMENDMENT TO SURFACE AND SUBSURFACE RIGHTS AGREEMENT RECORDED JUNE 27, 2008 AS INSTRUMENT NO. 08-1147614, ALL OF OFFICIAL RECORDS.

PRIVATE STREET AND FIRE LANES

THE FOLLOWING ROADWAYS CREATED ON THIS MAP ARE TO BE CONSIDERED PRIVATE STREETS AND FIRE LANES:

- BOXWOOD TERRACE
- BRISBANE TERRACE
- CEDAR DRIVE
- CYPRESS COURT
- GARDEN PARKWAY
- HERITAGE SPRINGS DRIVE WEST & EAST
- JUNIPER TERRACE
- MAGNOLIA PLACE
- OLIVE LANE
- VILLAGES DRIVE
- WISTERIA CIRCLE

GRAPHIC SCALE



LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

ATTACHMENT NO. 2

SCHEDULE OF PERFORMANCE

Activity	Time Frame
Detached Homes Models and Phase 1 Permits	May 2009
DDA Amendment #3 Approval	July 2009
1st Payment to VHS, LLC for Downpayment on Lots 68 and 69 (totaling \$2,000,000)	After DDA Amendment #3 Approval
Attached Homes -- Models and Phase 1 Permits	July 2009
Mello-Roos (CFD) Bond Formation	October 2009
Eleven (11) Model Units completed	Estimated December 2009
Balance of CDC Loan Payment to VHS, LLC -- (totaling \$1,352,000)	Upon completion of 11 Model Units
Acquisition of Beaumon / Ameron Property from City	Est Fall 2009 (need concurrence from DTSC)
Recordation of Final Tract Map 71030	Est 1 month after acquisition of Beaumon/Ameron property by VHS, LLC.
Mello-Roos (CFD) Bond Issuance (includes payment to City of balance of Fees owing)	Est. at Spring 2012 (Required to be issued by June 30, 2014)
Completion of 384 Units at Villages Project (Except those Units on Lots 68 and 69 of Tract 63136)	Est. Spring 2013
VHS, LLC 1-Year Option To Repurchase Lots 69 and 69 of Tract 63136	1-Year from date of final sale of last unit in project except for units in Lots 68 and 69 of Tr. 63136

SEE ITEM 3A



PUBLIC HEARING/ORDINANCE FOR INTRODUCTION

Zone Change Case No. 133 – Ordinance No. 1043

A request for approval to change the existing BP, Buffer Parking Zoning, on portions of the 1.124-acre property at 11318 Norwalk Boulevard (APN: 8025-001-016) to M-2, Heavy Manufacturing. The property is zoned C-4, M-2 and BP, Community Commercial, Heavy Manufacturing and Buffer Parking, with a General Plan Land Use designation of Commercial and Industrial, and is located within the Consolidated Redevelopment Project Area. (Verizon Wireless)

RECOMMENDATIONS

Staff recommends that the City Council take the following actions:

1. Open the Public Hearing and receive any comments from the public regarding Zone Change Case No. 133 and thereafter close the Public Hearing.
2. Find that Zone Change Case No. 133 satisfies the criteria and conditions set forth in Section 155.825 et seq of the City Code for the granting of a Change of Zone.
3. Find that Zone Change Case No. 133 involving the proposed Change of Zone from BP, Buffer Parking Zoning, to M-2, Heavy Manufacturing is consistent with the City's General Plan.
4. Find that the portion of the 1.124-acre property that is the subject of the requested Change of Zone is suitable for a change in zone from BP, Buffer Parking to M-2, Heavy Manufacturing.
5. Introduce Ordinance No. 1043 and pass its first reading on Zone Change Case No. 133.

BACKGROUND/DESCRIPTION OF REQUEST

The subject 1.12±-acre property (APN: 8025-001-016) is on the east side of Norwalk Boulevard at 11318 Norwalk Boulevard, which is north of 1st Street (City of Norwalk), and east of Shy Street (City of Norwalk). The property has three zoning designations: C-4, Community Commercial; M-2, Heavy Manufacturing and BP, Buffer Parking. The portion of the property zoned M-2 and BP have a General Plan Land Use designation of Industrial while the area zoned C-4 has a General Plan Land Use designation of Commercial.

The property measures 165 sq ft x 295 sq ft with the first \pm 140 sq ft x 165 sq ft zoned C-4. The M-2 area of the property measures 95 sq ft x 155 sq ft and the BP measures 70 sq ft x 155 sq ft. The site is further compounded in that it consists of four different lot ties, 1 vacated alley, 1 vacated Avenue (Topeka Avenue), and is also developed with a single-family dwelling that is located in the area of the property zoned M-2.

The applicant, Verizon Wireless, is requesting approval to change the portion of the property that is zoned BP, Buffer Parking to M-2, Heavy Manufacturing. Changing the zone would allow Verizon Wireless to construct a wireless telecommunication facility, stealth as a monopalm, on the property. It should be noted that on March 11, 2013, the Planning Commission approved Conditional Use Permit (CUP) Case No. 721, a request by Verizon Wireless to construct, operate and maintain a 70 sq ft-high monopalm on the property. Condition No. 42 of the conditions of approval states "Conditional Use Permit Case No. 721 shall not be effective until such time that Zone Change Case No. 133 has been approved by the Planning Commission and City Council."

ZONING ORDINANCE REQUIREMENTS

Section 155.825 of the Zoning Regulations stipulates that, in considering any request for a change of zone, the Commission shall satisfy itself that the following conditions prevail before recommending that the change be granted:

1. That there is a real need in the community for more of the types of uses permitted by the zone requested than can be accommodated in the areas already zoned for such use.
 - Although most of the City is zoned M-2, this particular location was chosen to address a significant gap in service coverage to the area surrounding the property. Moreover, per the applicant, there are currently no existing wireless sites in the immediate vicinity that are co-locatable.
2. That the property involved in the proposed change of zone is more suitable for the uses permitted in the proposed zone than for the uses permitted in the present zone classification.
 - There is another area of the site zoned M-2 that would allow a wireless telecommunication facility; however, that area is developed with a single-family dwelling. To accommodate the wireless facility, the single-family dwelling would have to be demolished and the tenants relocated. The alternate location, and present zoning classification, is within an area of the property zoned BP. As already noted, the BP zone does not allow wireless telecommunication facilities.

3. That the proposed change of zone would not be detrimental in any way to persons or property in the surrounding area, nor to the community in general.
 - Since their introduction, wireless telecommunication systems have proven to be an invaluable communication tool in the event of emergencies (traffic accidents, fire, etc.) and natural disasters (earthquake, floods, etc.) where normal land line communications are often disrupted, overlooked, or inaccessible during and/or after an event has occurred. This service and similar technology are utilized by numerous governmental and quasi-governmental agencies that provide emergency service. Wireless telecommunication systems, including cellular telephone, have also proven to be invaluable tools in business communications and everyday personal use. In this sense, wireless telecommunication system networks are desirable in the interest of public convenience, health, safety, and thus are proper in relation to the development of the community.
 - The City is also expected to experience future growth in population and employment; thus necessitating the need for more wireless facilities to meet the needs of a growing population. Table 1 outlines The Southern California Association of Government, (SCAG), population, housing and employment forecast for City.

Table 1
City of Santa Fe Springs
Population, Housing and Employment Forecast

Year	Population	Housing Units	Employment
2005	17,547	4,995	60,833
2010	18,263	5,201	64,732
2015	19,113	5,451	65,703
2020	19,949	5,702	66,617

Source: SCAG 2004 RTP Growth Forecast, website:
<http://www.scag.ca.gov/forecast/rtpgf2004.htm>

As seen in the table, between 2005 and 2010, the population is projected to increase by 716 individuals, housing is projected to increase by 206 units, and employment is projected to increase by 3,900 jobs. Between 2010 and 2015, the population is projected to increase by 850 individuals, housing is projected to increase by 250 units, and employment is projected to increase by 971 jobs. Moreover, between 2015 and 2020, the population is projected to increase by 836 individuals, housing is projected to increase by 251 units and employment is projected to increase by 914 jobs.

With the projected increase in population and employment, there is a definite need for more wireless telecommunication facilities.

In an article from *Noozhawk* (Internet Source) it was noted that soon the commercial cell sites will have some new tenants: public safety, fire, EMS, sheriffs, and police. In February 2012, President Barack Obama signed the Middle Class Tax Relief and Job Creation Act of 2012 that contained provisions for the establishment of a new public safety network for data and video services and \$7 billion to build out this network nationwide. This new network is needed because commercial networks are not capable of meeting public safety's needs. The public safety community and commercial broadband operators will work together to build out this Nationwide Public Safety Broadband Network (NPSBN).

This new network will provide interoperability, enabling first responders and various agencies across the United States and locally to be able to communicate via text, data, and video. This will help first responders serve all of us better and more safely. The NPSBN is a cellular-type network that will require many more cell sites than we currently have allocated for public safety.

4. That the proposed change of zone will not adversely affect the master plan of the City.
- The City of Santa Fe Springs has adopted a general plan to provide an overall direction for the future development of the City. The general plan's land use element describes the general location, distribution, and various types of land uses found within the City, and sets forth goals and policies for future development in the City.

The change of zone would not adversely affect the General Plan, since the General Plan land use designation for the exiting Buffer Parking zone is already Industrial. Upon the change, the General Plan Land Use designation of Industrial and the new zoning designation of M-2, Heavy Manufacturing, would be consistent.

STREETS AND HIGHWAYS

The subject property has frontage on Norwalk Boulevard, a designated "Major Highway" on the City's General Plan Map.

ZONING AND LAND USE

The property is zoned C-4, M-2 and BP, Community Commercial, Heavy Manufacturing and Buffer Parking. The properties to west, across Norwalk Boulevard and located in the city of Norwalk is zoned R-1 and developed with single-family dwellings. The property to the south, also in the city of Norwalk, is zoned R-1 and developed with a State hospital. The property to the east is zoned M-2-BP and

is developed with a large industrial building that houses a logistic company. The property to the north is zoned C-4, BP and developed with industrial buildings housing a water well supply company.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

Legal notice of the Public Hearing for the proposed change of zone was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property and all the tenants of the businesses on the site on May 2, 2013. The legal notice was also posted in Santa Fe Springs City Hall, the City Library, and Town Center on May 2, 2013, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

STAFF REMARKS

Staff believes that Zone Change Case No. 133 meets and satisfies the criteria for the subject change of zone request.



Thaddeus McCormack
City Manager

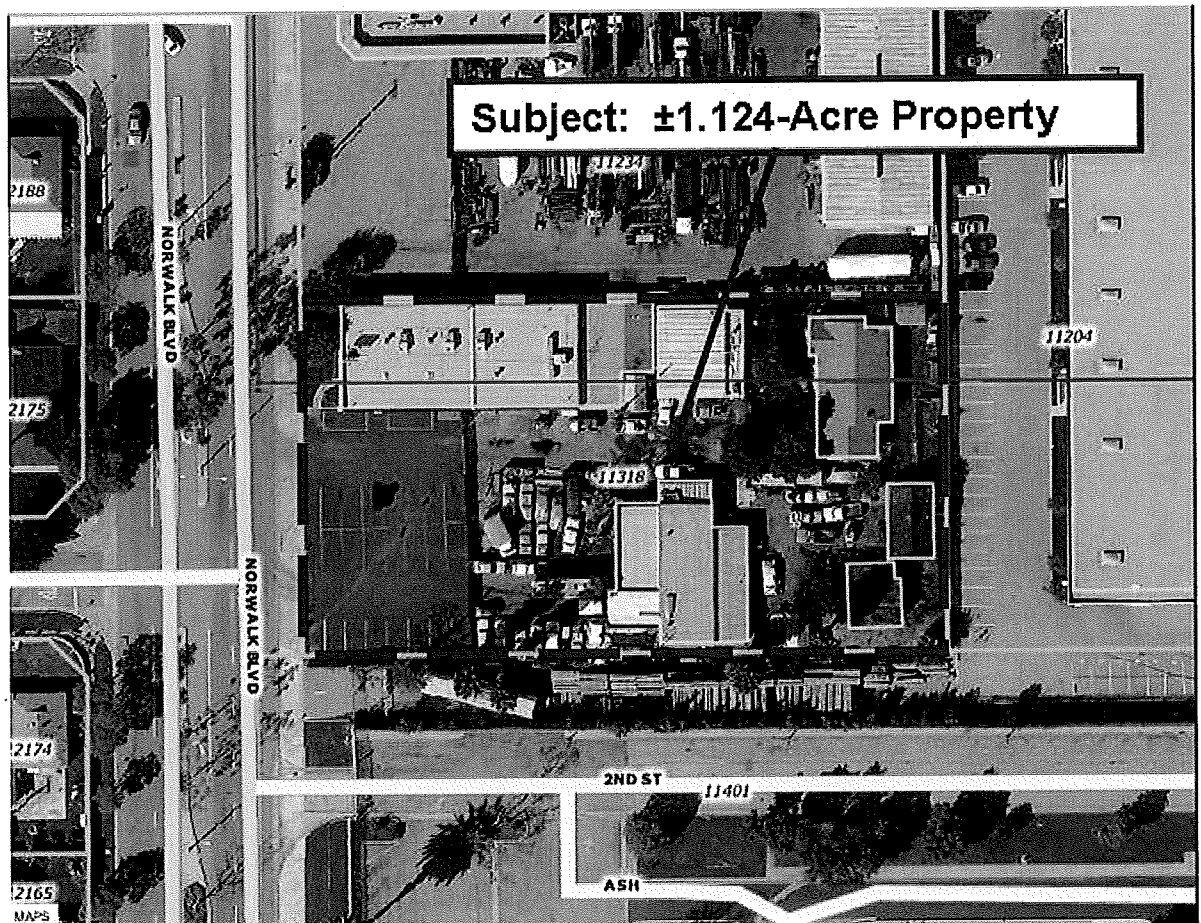
Attachments:

1. Location Map - Aerial Photograph
2. Zone Change Map (existing and proposed)
3. Application



CITY OF SANTA FE SPRINGS

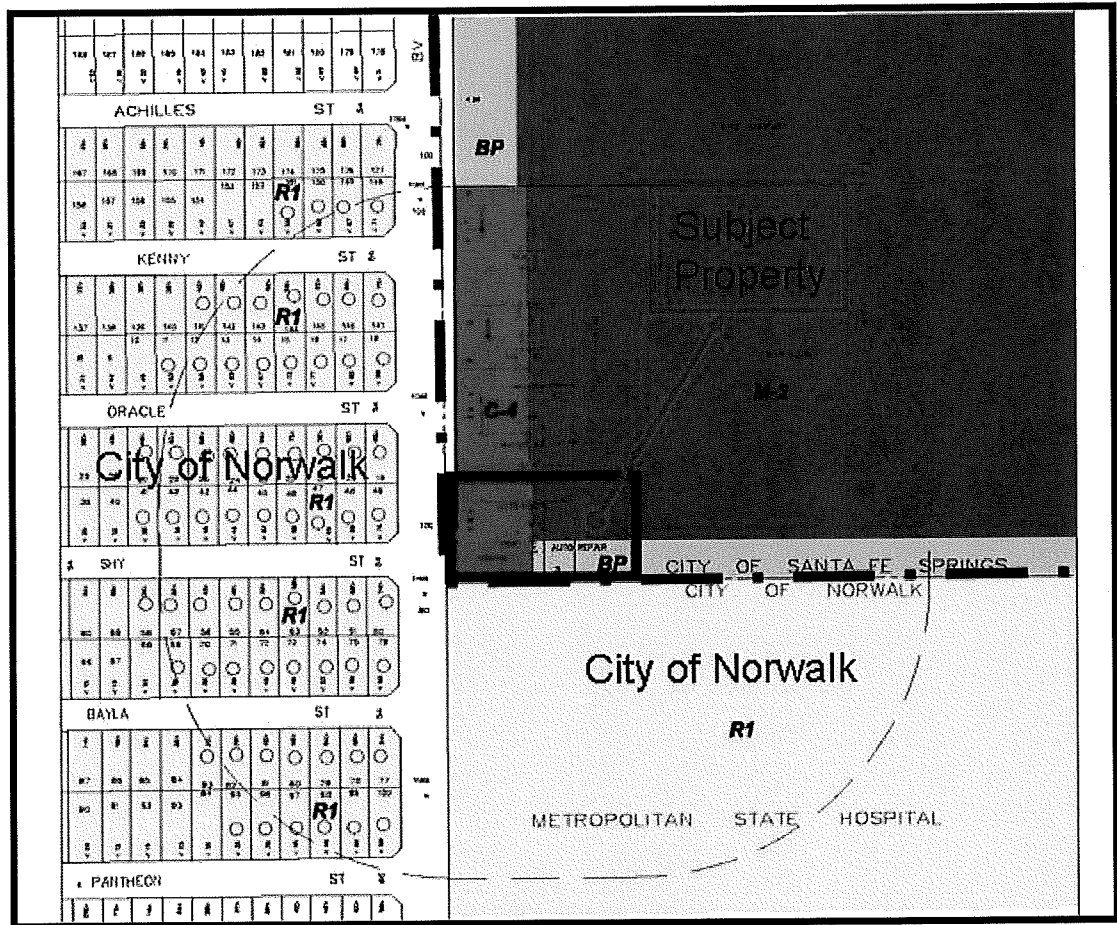
AERIAL PHOTOGRAPH



Subject Property: 11318 Norwalk Boulevard
ZONE CHANGE CASE NO. 133
Verizon Wireless



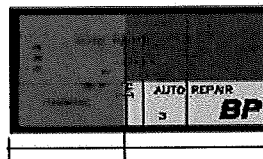
EXHIBIT "A" **ZONE CHANGE CASE NO. 133 (EXISTING ZONE)**



Existing Zoning:

11318 Norwalk Blvd

City Boundary:



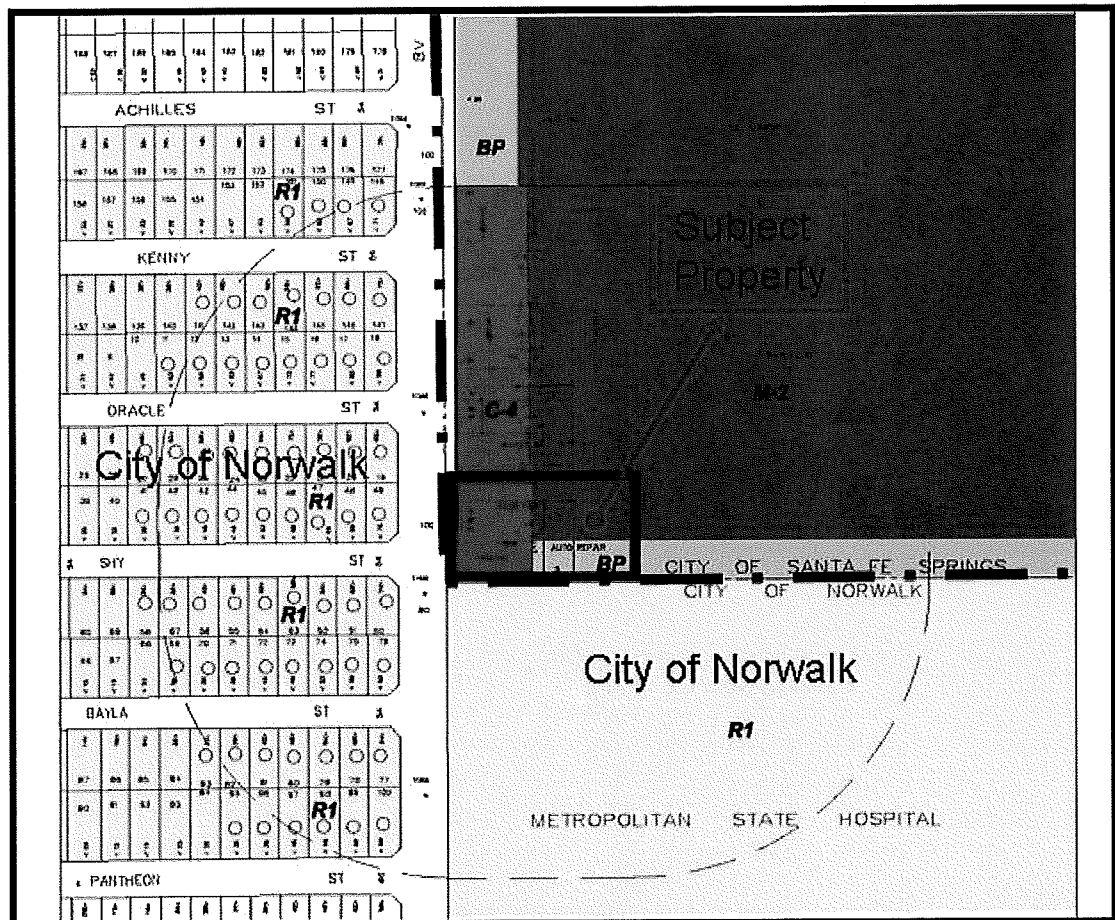
- M-2 - HEAVY MANUFACTURING**
- C-4 - COMMUNITY COMMERCIAL**
- BP - BUFFER PARKING**

City of Norwalk:

- R1 - LOW DENSITY RESIDENTIAL**

EXHIBIT "A"

ZONE CHANGE CASE NO. 133 (PROPOSED)



Existing Zoning:

11318 Norwalk Blvd




City Boundary:

City of Norwalk:

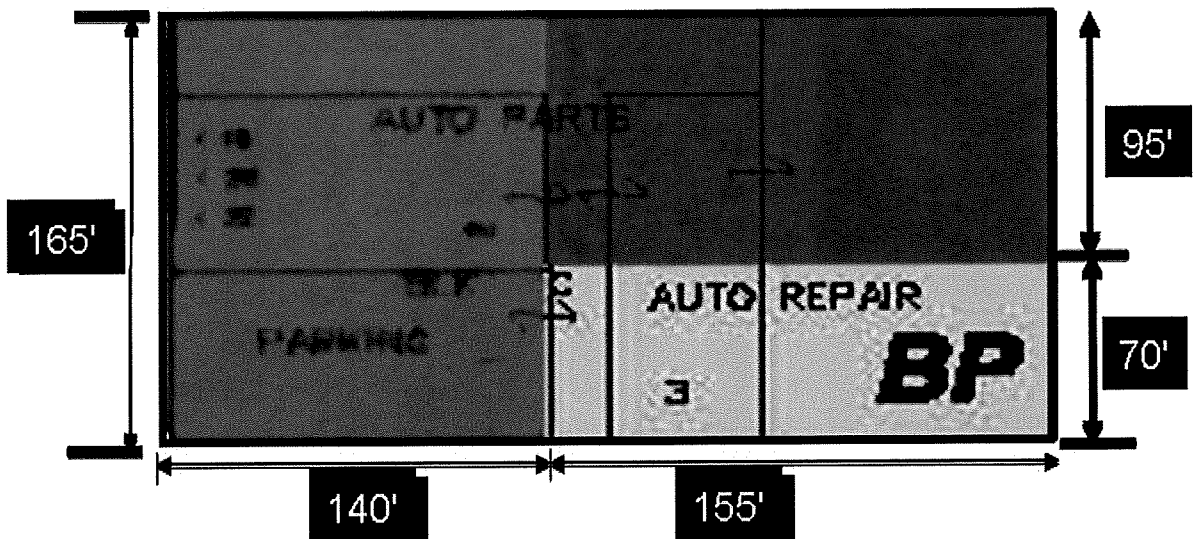
R1 R1 - LOW DENSITY RESIDENTIAL

EXHIBIT "A"

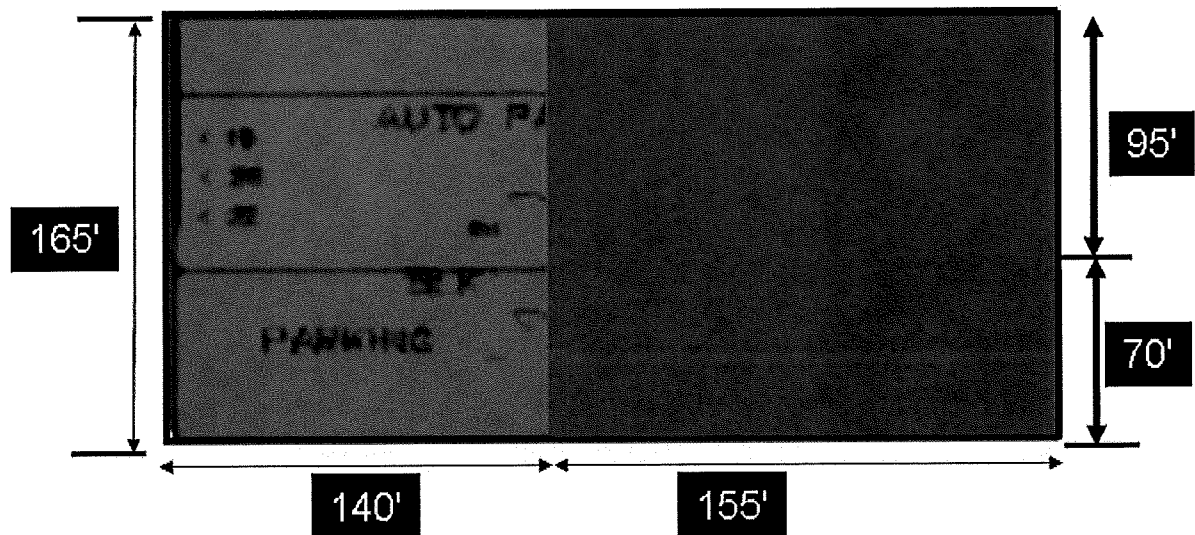
ZONE LEGEND:

	M-2 - HEAVY MANUFACTURING
	C-4 - COMMUNITY COMMERCIAL
	BP - BUFFER PARKING

ZONE CHANGE CASE NO. 133 (EXISTING ZONE)



ZONE CHANGE CASE NO. 133 (PROPOSED)





City of Santa Fe Springs
Application for
ZONE CHANGE

The undersigned hereby petitions that the Zoning Ordinance be amended by changing the Zoning Map as outlined in this application.

Location of property involved (give street address or distance from nearest cross streets): 11318/11324 NORWALK BLVD - APN 8025-001-012

Legal description of property (attach supplemental sheet if necessary):
ATTACHED

Change Requested: From Zone BP to Zone M2

The application is being filed by:

☒ Record Owner of the Property
☒ Authorized Agent of the Owner
(Written authorization must be attached to application.)

Status of Authorized Agent (engineer, attorney, purchaser, lessee, etc.):
LESSOR

Describe any easements, covenants or deed restrictions controlling the use of the property: NONE

Present use of property: GARAGE - AUTO PARTS STORE

Purpose for which the Change of Zone is requested (Explain fully the intended use of the property if the Change of Zone is granted): THE ADDITION OF A NEW VERIZON WIRELESS CELL SITE.

NOTE

This application must be accompanied by the filing fee, map and other data specified in "Information on Zone Changes"

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JUN 14 2012
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**Verizon Wireless
Request for Zone Change
Findings for Change in Zoning**

1. Demonstrate how the proposed Change of Zone would be in accordance with the principles of good land use planning. (For example, would the proposed use serve a desirable function in the area, harmonize with adjoining zoning, promote sound development and not impose undue traffic burdens or cause traffic hazards, etc.)

The proposed Zone Change would reduce the number of current zones on this property from three separate zones to two. This Change would convert the outdated BP – Buffer Parking Zone to M2 which would be consistent with the adjoining zone. These two separate zones bisect the property and the intent is to create a consistent M2 Zone across the back portion of the property. As noted above, the change in Zoning will “harmonize” the zoning on the property and will allow additional uses for the property. This proposed Zone Change will not increase traffic or burden the surrounding community in any way. There is still a buffer between the property and the hospital on the south side, we are only requesting that since this current fenced buffer existing that the zoning designation be changed

2. Is there a justifiable need in the community for more of the types of uses permitted in the zone requested than can be accommodated in the areas already zoned for such uses? (The justification for a Zone Change must be a community need. The fact that the requested zone would be financially beneficial to the property owner is not sufficient grounds for granting the change.)

The initial reason for the submittal of this Zone Change Application is to allow the Property Owner to fully realize the use of the property. Although this change would allow the Property Owner to lease out a portion of this space to Verizon Wireless for the installation of a new Wireless Telecommunications Facility, this site will provide much needed coverage as well as capacity and data relief to the Community and surrounding areas. By changing the Zone for this property it will allow Verizon to locate at the rear portion of the property in an area that is not currently in use.

3. Why is this particular property more suitable for the use permitted in the proposed zone than for the use permitted in the present zone.

The proposed Verizon site is most certainly much more suitable in this location of the property, while the use is allowed in the C-4 and M2 Zones which are both

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Planning Dept.

currently on the property, the Zone Change would allow the flexibility to locate this site in the back corner of the property away from the existing uses.

4. Indicate how the use permitted in the proposed zone would be compatible to existing permitted uses in the same neighborhood. Show that they would not in any way be detrimental to persons and property in the same general area.

The proposed Verizon Wireless site is certainly compatible to the existing permitted uses on the property. The primary use of the property is auto garages for repair and manufacturing. These uses are compatible with the current M2 zone and with the request for Zone Change, the entire back portion of the property would be changed to be consistent and allow essentially the same uses in addition to the proposed Verizon Wireless facility.

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JUN 14 2012
Planning Dept.

ZC Application
Page 3 of 3

We, the undersigned, state that we are the owners of all of the property involved in this petition: (Attach a supplemental sheet if necessary)

Name (please print): Edward J Lekivetz
Mailing Address: 11324 NORWALK BLVD SFS CA 90670
Phone No: _____
Signature: _____

Name (please print): _____
Mailing Address: _____
Phone No: _____
Signature: _____

CERTIFICATION

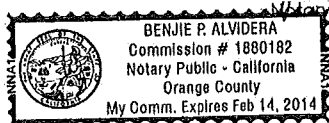
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

I, Edward J Lekivetz, being duly sworn, depose and say that I am the petitioner in this application for a Change of Zone, and I hereby certify under penalty of law that the foregoing statements and all statements, maps, plans, drawings and other data made a part of this application are in all respects true and correct to the best of my knowledge and belief.

Signed: _____
(If signed by other than the Record Owner, written authorization must be attached to this application)

On 9/19/11 before me, Benjie P. Alvidera,
Personally appeared Edward Joseph Lekivetz
personally known to me (or 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

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JUN 14 2012

Planning Dept.

FOR DEPARTMENT USE ONLY	
CASE NO:	<u>ZC No. 133</u>
DATE FILED:	<u>06/14/2012</u>
FILING FEE:	<u>\$1,140.00</u>
RECEIPT NO:	_____
APPLICATION COMPLETE?	_____

06-14-12 101 6497

CHECK 3303-00



City of Santa Fe Springs

City Council Meeting

May 23, 2013

UNFINISHED BUSINESS

Authorization to Execute an Agreement with the City of La Mirada to Provide Aquatic Program Services

RECOMMENDATION

That the City Council take the following actions:

1. Authorize the Mayor to execute an Agreement with the City of La Mirada to provide Aquatic Program Services.
2. Authorize the Director of Public Works to advertise for bids to remove the Aquatics Center spa and related equipment.

BACKGROUND

At the May 9, 2013 City Council meeting, staff presented a proposed Agreement with the City of La Mirada to provide aquatic program services. As part of the City Council meeting discussion, the staff was requested to provide a response to the following questions regarding the proposed Agreement:

1. ***Will the proposed Agreement with the City of La Mirada to provide aquatic program services place the City of Santa Fe Springs in non-compliance with California Code of Regulations, Title 22, Chapter 20, Public Swimming Pools (Attachment 4)?***

Response: Title 22, Chapter 20, Article 3. Maintenance and Operations, Section 65521 reads as follows:

65521 Pool Supervision Responsibility.

(a) Every pool shall be under the supervision of a person who is fully capable of, and shall assume responsibility for, compliance with all requirements relating to pool operation, maintenance and safety of bathers.

(b) No pools shall be used or available for use unless all of the requirements of subsection (a) and the following are complied with.

(1) Routine (e.g., daily and weekly) operating procedures shall be permanently posted in a location accessible to and frequented by the operator.

(2) Manufacturers' instructions for operation and maintenance of mechanical and electrical equipment shall be kept available for the operator.

The Los Angeles County Department of Public Health is responsible for the inspection of pools in Los Angeles County, including the Aquatic Center, to ensure they are built, maintained, and operated in compliance with Title 22.

Report Submitted By:

Noe Negrete, Director
Public Works

Date of Report: May 15, 2013

Any person engaged in treating or disinfecting swimming pool waters, or cleaning, servicing, and maintaining swimming pools or swimming pool equipment and facilities in Los Angeles County, must be certified as a Swimming Pool Service Technician or Swimming Pool Apprentice Technician. This applies to both public and private pools.

The City of Santa Fe Springs has a certified Swimming Pool Service Technician on staff, whose time is accounted for in the Aquatics Center Maintenance budget. This person will have ultimate responsibility for compliance with all requirements relating to pool operation, maintenance, and safety of Aquatic Center patrons. This designation puts the City in compliance with the requirements of the Los Angeles County Department of Public Health, as well as compliance with Title 22 requirements under either scenario, be it Santa Fe Springs or La Mirada running the pool. In the past, compliance was satisfied by and through the City's Aquatics Manager. Staff has confirmed with the Los Angeles County Department of Public Health, Environmental Health Section, Recreational Waters Program that the possible outsourcing of the Aquatics Program will not place the City in non-compliance with the Title 22 requirements.

2. *Why is there a difference in the level of general liability indemnification provided in Sections 4a and 4b?*

Response: The City of La Mirada is requesting a higher standard of indemnification, limiting its exposure to only claims arising from gross negligence or willful misconduct as determined by a court decision or agreement of the cities. It should be noted that the City of La Mirada's interest in the proposed partnership is as "good neighbor," and is therefore proposing to provide the services on essentially a cost-neutral basis. Accordingly, they are concerned about taking on an undue level of risk.

Having said that, any liability that the City of La Mirada takes, reduces the liability that the City of Santa Fe Springs would otherwise absorb. In addition, the level of protection by the California Joint Powers Insurance Authority (CJPIA), our mutual insurer, does not change.

The potential for claims in connection with Aquatics classes will be mitigated by a Waiver of Liability form that will be required to be signed by parents (or legal guardians) for minors and by adults prior to participating in an aquatics class or organized activity described in the Aquatics Program section of the Summer Program publication. Aquatics Center patrons not enrolled in a class or program will not be required to sign a Waiver of Liability form.

La Mirada is also requesting reimbursement for the cost of all Workers' Compensation claims for the same reason identified above for general liability claims. *Section 4 Indemnification and Hold Harmless*, of the Agreement has been amended accordingly. It should be noted that La Mirada's Workers' Compensation loss history is very favorable. The cost for Workers' Compensation losses would be absorbed in their entirety by the City of Santa Fe Springs if Santa Fe Springs operates the pool. Of course, if the City of Santa Fe Springs operates the pool, we would have more control over the supervision of the staff. That notwithstanding, we feel that the quality of La Mirada's supervision is exemplary. As well, our staff will have close interaction with the operation to mitigate potential unsafe work conditions.

Staff recommends that the City Council authorize the Mayor to execute the Agreement with the City of La Mirada to provide aquatic program services at the Santa Fe Springs Aquatic Center. The term of the agreement is for three (3) years, beginning with the 2013 season and including the 2015 season. The staff's recommendation is based on an estimated annual cost savings of \$74,400. In addition, there is an indirect cost savings by eliminating the administrative staff costs required to recruit, select, train, and manage part-time aquatic staff. There is also an indirect cost savings by eliminating the finance staff time required to maintain and process payroll for these part-time staff.

AQUATIC CENTER SPA

The spa area of the Aquatic Center is not included in the La Mirada proposal. The spa area requires the replacement of the two (2) heaters, repair of leaks in both spas, and the installation of an ADA compliant lift. The estimated cost for these capital improvements is \$30,000. In addition to the capital costs, the spa area requires a dedicated lifeguard during the hours it is available to the public. Due to the minimal number of spa patrons, staff is recommending removal of the two (2) spas and all related equipment. The estimated cost to remove the spas and equipment is \$10,000. This action will reduce both the staffing and the operating and maintenance costs of the Aquatic Center.

Pursuant to City Council approval to advertise for bids from qualified contractors, staff will request approval of an appropriation as part of the City Council action to award a contract to remove the spas and equipment following the competitive bid process.

FISCAL IMPACT

The proposed Agreement with the City of La Mirada to provide aquatic program services will provide the City of Santa Fe Springs with an estimated annual savings of \$74,400. There are also additional administrative staff cost savings

under this Agreement. Removing the Aquatic Center spa will result in an estimated cost savings of \$20,000, as well as part-time staff cost savings by eliminating the need for a lifeguard. In addition, the above listed cost savings could provide the basis for expansion of the time-frame of when the pool is open in future years; perhaps beginning next summer, should the City's financial position continue to stabilize.

INFRASTRUCTURE IMPACT

The Agreement will provide for the same level of programing and services that existed last summer. The recommended removal of the spa area of the Aquatics Center will have minimal impact on Aquatic Center programs and services available to the community.



Thaddeus McCormack
City Manager

Attachments:

1. Agreement with the City of La Mirada
2. Waiver of Liability (minor)
3. Waiver of Liability (adult)
4. California Code of Regulations, Title 22, Chapter 20, Public Swimming Pools

AGREEMENT
FOR THE PROVISION OF AQUATIC PROGRAM
SERVICES BY THE CITY OF LA MIRADA
TO THE CITY OF SANTA FE SPRINGS AT THE AQUATIC CENTER

This Agreement is made and entered into this 23RD day of May, 2013 by and between the **CITY OF LA MIRADA** (hereinafter "**La Mirada**") and the **CITY OF SANTA FE SPRINGS** (hereinafter "**Santa Fe Springs**").

WHEREAS, La Mirada, having a Regional Aquatics Center, is in a position to provide Aquatic Program Services at the Santa Fe Springs Aquatic Center (hereinafter referred to as "Aquatic Center"); and

WHEREAS, La Mirada can provide staffing, supervision, program expertise, and customer service at the Aquatic Center; and

WHEREAS, Santa Fe Springs is undertaking innovative and cost-saving approaches to providing services to the community; and

WHEREAS, La Mirada, in the spirit of collaboration between two governmental bodies, has offered to provide aquatic program services at the Aquatic Center for a revenue neutral fee; and

NOW, THEREFORE, the parties agree as follows

1. **Purpose.** The purpose of this Agreement is to define the scope of aquatic program services to be provided to Santa Fe Springs by La Mirada, set forth the compensation to be paid to La Mirada for such services, and enumerate other related provisions that will contribute to the mutual benefit of the parties to this Agreement.
2. **Term.** This Agreement shall become effective on _____ and shall continue through November 30, 2015. Either party may terminate this Agreement as provided for in Section 9.
3. **Scope of Services.** Santa Fe Springs and La Mirada agree that services and responsibilities shall be assumed and performed by each party as described herein. Changes in services and responsibilities must be negotiated and mutually agreed upon by both parties.

A. Site.

The Aquatic Center is located at 10145 Pioneer Blvd., Santa Fe Springs, and includes a main pool, a shallow pool, surrounding deck area, ADA compliant lift, men's locker room, women's locker room, two office areas, check-in/out area, meeting room, snack bar area, shaded spectator area and picnic area. Public parking is available in front of the Aquatic Center.

B. Aquatic Program Services.

- (1) La Mirada agrees to provide the aquatics program, schedule and fees as published in the Santa Fe Springs Summer 2012 Activities, Class Schedule and Programs document and incorporated herein ("the Program") by reference. In general, the aquatics program components will include, but not be limited to, swim instruction, Junior Lifeguard Program, competitive swim team, recreation swimming, lap swim opportunities, water exercise classes and community rentals of the pool and picnic area.
- (2) Prior to the start of the La Mirada Aquatic Program Services, representatives from both Santa Fe Springs and La Mirada shall conduct a comprehensive site walk-through and inspection of the aquatic center noting deficiencies, if any that require corrective action and to document the current conditions of the pool facilities, structures, and equipment to include restrooms, showers, etc.
- (3) Any modification to the program should be stated in a memorandum agreed to and signed by a Director level person from each city.
- (4) La Mirada will coordinate and provide a minimum of one special event at the Aquatic Center for the community each season. The special event should be family oriented and include a barbeque, swimming, dancing and games. Santa Fe Springs will assist with staffing the special event.

C. Staff.

La Mirada agrees to recruit, hire, train, supervise, schedule, and provide payroll services and worker's compensation benefits for employees required to operate the Program, and to recruit, train, supervise and schedule the Pool Supervisor, adhering to all procedures, policies, codes, and certification requirements consistent with La Mirada personnel policies, standards in the aquatics industry, and recommendations by the American Red Cross, or equivalent CAL OSHA and other regulatory bodies and agencies, relevant to the program operation of the Aquatic Center.

D. Program Promotion and Registration.

- (1) Santa Fe Springs will be responsible for announcing, promoting and publicizing the annual aquatics program, schedule and fees in the annual Santa Fe Springs Summer Program publication, as well as the City's website, the news media, print material and other public outreach opportunities.
- (2) Santa Fe Springs shall conduct program registration as identified in the annual Summer Program, including mail-in registration and walk-in registration at the Santa Fe Springs Town Center Hall.
- (3) Registration materials shall include a standard Adult and Minor Liability Release Agreement in favor of Santa Fe Springs and La Mirada requiring patrons to hold harmless each City in the event of personal injury or property damage resulting from action or inaction of either City, or condition of the Aquatic Center. (Attachment A)

- (4) Registration materials shall include a standard Photography Release Agreement in favor of Santa Fe Springs to use and/or publish photographic pictures for Aquatic Center promotion or other Santa Fe Springs city purposes and hold harmless Santa Fe Springs for claims of libel or invasion of privacy.

E. Maintenance of Aquatic Center.

- (1) Santa Fe Springs shall provide all regular and routine maintenance of the Aquatic Center related to the operation of the pools, pool furnishings, landscape, landscape furnishings, and buildings' interior and exterior. The term "regular and routine" shall mean routine expenditures in connection with the use of the physical plant such as cleaning, disinfecting, heating, lighting, water, and similar items which are regularly incurred, and for operating repairs to the fixed equipment, swimming pools, buildings, heating system, plumbing, hardware, and emergency repairs of similar nature.
- (2) Santa Fe Springs shall provide all utility, water, electrical, gas, telephone, and garbage disposal services to the Aquatic Center, at its sole expense.
- (3) La Mirada shall notify Santa Fe Springs of dangerous, hazardous or unsafe conditions immediately upon discovery and shall prevent public exposure to such by means of notification and/or identification with proper signage and separation.
- (4) Santa Fe Springs shall provide timely repairs to pools, furnishings, landscape, buildings and equipment, and shall respond immediately to dangerous, hazardous or unsafe conditions.
- (5) Santa Fe Springs shall provide garbage receptacles and disposal to serve the Aquatic Center.
- (6) Santa Fe Springs shall provide all cleaning equipment, materials, soaps and restroom paper products, and stock the same at the Aquatic Center.
- (7) Santa Fe Springs shall provide end-of-day custodial service for deep cleaning of Aquatic Center.
- (8) La Mirada shall provide the following services at the Aquatic Center
 - (a) Deck sweeping and/or water spray cleaning
 - (b) Pool cleaning as required
 - (c) Garbage receptacle emptying
 - (d) Litter pick up
 - (e) Restroom floor surface cleaning
 - (f) Office sweeping, surface wipe down
- (9) La Mirada shall prepare and conduct a daily opening and closing procedure, which shall include:

- (a) Pool-cover installation and removal as needed
- (b) Daily safety review of facilities and equipment

F. Equipment.

- (1) La Mirada shall purchase all required safety and first aid equipment utilized by Aquatic Center staff including but not limited to training materials, swim lesson and water exercise class equipment, uniforms, backboard and rescue tubes, flotation devices, cash register, safe and other office items as required and approved by Santa Fe Springs. These items will be billed to the City of Santa Fe Springs by the City of La Mirada.
- (2) Santa Fe Springs shall be responsible for the replacement of any equipment at the Aquatic Center required to maintain health and safety standards at the physical pool site. This shall include but is not limited to pools and pump motor parts, pool covers, chemicals, ladders, restroom equipment and supplies, etc., except for such replacement made necessary by the negligence of La Mirada.

G. Food Services.

- (1) Santa Fe Springs shall independently contract for food/beverage vending on site. Vending equipment shall be installed prior to pool opening and removed at the end of the Program season. Vending items provided shall include healthy options, such as fruit, reduced or low sugar items, frozen fruit bars, bottled water and non-sugar containing drinks.
- (2) Santa Fe Springs shall retain any and all revenue generated by the vending contract.

H. Fees.

- (1) Resident and Non-Resident Fees for all aquatic programs and classes and use of the Aquatic Center are identified in the published Santa Fe Springs Summer Program of Activities and Classes.
- (2) La Mirada shall collect record and deposit daily fees in an on-site safe collected at the check-in area. Patrons shall receive a receipt for payment and/or a daily admission wristband as proof of payment for admission.
- (3) Santa Fe Springs will collect daily cash deposits from the Aquatic Center safe.

I. Pool Rental.

- (1) Santa Fe Springs shall rent the Aquatic Center for special occasions consistent with the Aquatic Center private rental information regarding fees and schedule and as contained in the Santa Fe Springs Summer Program. Rental agreements shall not conflict with the Aquatic Program schedule. La Mirada must be notified prior to the booking of any rental to allow for enough time for La Mirada to properly schedule staff for the Rental.

- (2) La Mirada reserves the right to rent the Santa Fe Springs Aquatic Center for La Mirada activities and groups. The cost for the pool rental shall be paid to Santa Fe Springs and shall cover the cost of staff, including the 20 percent administrative fee. Such rentals shall not conflict with pre-arranged Santa Fe Springs aquatic programs.
- (3) Santa Fe Springs may request staff services from La Mirada for the purpose of rental events. La Mirada shall be reimbursed for its actual staff costs including benefits at rental events. The rates will be based on actual staff costs and benefits which are included in Section L., plus 20 percent for overhead costs. These hourly rate ranges are for the 2013 season and may be adjusted by La Mirada for future seasons.
- (4) Third party rental agreements must include proof of insurance from the third party lessee demonstrating possession of general liability insurance by the third party lessee in an amount not less than one million dollars. An insurance endorsement shall be provided adding as additional insured's under the third party's policy, the City Santa Fe Springs, its officers, agents and employees, and the City of La Mirada and its respective officials, officers, agents, employees, and volunteers.

J. Closure/Reduction in Hours of Operation.

It is understood that the Aquatic Center may be closed for reasons out of the control of Santa Fe Springs, which may include, but are not limited to, unforeseen actions of third parties, catastrophic damage to the Aquatic Center which requires closure for health or safety reasons, and unanticipated and/or extraordinary maintenance costs which result in unbudgeted expenses and/or capital costs for immediate improvements. If a portion or all of the Aquatic Center is closed, or operational hours reduced from the Santa Fe Springs Summer Program Schedule, Santa Fe Springs shall have no financial responsibility to La Mirada or program participants. In such event, both parties shall attempt to resolve outstanding issues due to closure or reduction in hours, or if unable to do so, shall agree to terminate this Agreement as provided for in Section 9 or as otherwise mutually agreed by the parties.

K. Evaluation Report.

La Mirada shall submit to Santa Fe Springs, within 90 days of the end of the season's Program and closure of the Aquatic Center, a report outlining the Program as delivered and patronage of individual parts of the Program. The Program Report shall also include evaluation and recommendation for future scope of program. La Mirada shall be responsible for collecting and evaluating any patron program response(s) deemed valuable for use as an evaluation tool.

L. Payment for Services.

In exchange for and in consideration of the aquatic program management services to be performed by La Mirada as specified herein and in the 2013 Santa Fe Springs Summer Program, Santa Fe Springs herein agrees to pay the sum of actual staff

costs including benefits plus 20 percent for overhead costs. The rates will be based on actual staff costs which are estimated below.

Supervisor	(\$23.33 - \$26.67)/hour
Instructor Guard	(\$18.52 - \$21.36)/ hour
Instructor	(\$15.10 - \$18.23)/hour
Lifeguard	(\$15.10 - \$18.23)/hour
Cashier/Bag Att.	(\$13.02 - \$16.83)/hour

Hourly rate ranges are for the 2013 season and may be adjusted by La Mirada for future seasons. This agreement is intended to be revenue-neutral, and should services rendered under the scope of this agreement result in additional costs to La Mirada, Santa Fe Springs shall be responsible for reimbursement of those costs to La Mirada. Santa Fe Springs will be invoiced by the La Mirada for its actual costs to provide services as described in this agreement. Furthermore, Santa Fe Springs shall reimburse La Mirada for General Liability and Workers' Compensation costs resulting out of this agreement, except for those costs resulting from La Mirada's gross negligence or willful misconduct.

La Mirada will submit invoices to Santa Fe Springs' Finance Department on a monthly basis. Payments will be due to La Mirada within 60 days of invoice date.

La Mirada reserves the right to negotiate the payment for services for each year of this agreement after 2013. Aquatic program services provided by La Mirada beyond the 2013 Santa Fe Springs Summer Program will be compensated separately and at the hourly rate and overhead amount identified in Section I-2 above.

4. Indemnification and Hold Harmless.

Parties agree to the following:

A. To the fullest extent permitted by law, Santa Fe Springs agrees to protect, defend, indemnify, and hold harmless La Mirada, its officers, elected officials, agents, and employees, from any and all claims, damages, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) caused by or occurring by reason of any act and/or omission of Santa Fe Springs, its directors, officials, officers, employees, agents, and/or volunteers, arising out of or in connection with, the performance of this Agreement, including but not limited to claims and liabilities for personal injury, death, and/or property damage.

B. La Mirada agrees to protect, defend, indemnify, and hold harmless Santa Fe Springs, its officers, elected officials, agents, and employees, from any and all claims, damages, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) caused by or occurring by reason of any act and/or omission constituting gross negligence or willful misconduct on the part of La

Mirada, its directors, officials, officers, employees, agents, and/or volunteers, arising out of or in connection with, the performance of this Agreement, including but not limited to claims and liabilities for personal injury, death, and/or property damage, all as determined by a final court decision or agreement of the parties.

B. In the event of alleged concurrent gross negligence or willful misconduct of Santa Fe Springs and La Mirada, and/or their respective officers, agents and/or employees, then the liability for any and all claims for injuries or damages which arise out of that concurrent gross negligence or willful misconduct, shall be apportional under the "California Theory of Comparative Negligence" (as presently established, or as may be hereafter modified). The duty to indemnify shall include the duties defined as set forth in Section 2778 of the California Civil Code.

C. In the event an employee of La Mirada submits a workers' compensation claim under the scope of this agreement, notification shall be made to Santa Fe Springs in a timely manner and a thorough investigation shall be conducted to determine the nature and cause of the injury. Once complete, a meeting may be held between both Cities to discuss the findings and determination of the responsible party and payment terms. Santa Fe Springs shall reimburse La Mirada for all claims costs attributable to mutually agreed upon claims. The provisions of this section shall survive the termination and/or expiration of this Agreement until such time any and all Claims are no longer pending.

E. The provisions of Section 4, Indemnification and Hold Harmless shall survive the termination or expiration submitted of this Agreement.

F. Nothing contained in this section or this Agreement shall be construed to create a liability to or a right of indemnification in any third party.

5. Insurance.

A. La Mirada. Without limiting the indemnification provisions herein, La Mirada shall provide general liability coverage for a minimum of \$5,000,000. La Mirada will provide Santa Fe Springs with a Certificate of Coverage naming Santa Fe Springs as an additional covered party under such Memorandum of Coverage during the term of this Agreement. Should such coverage be canceled during the term of this Agreement, La Mirada shall notify Santa Fe Springs and Santa Fe Springs shall have the option to terminate this Agreement.

B. Santa Fe Springs. Without limiting the indemnification provisions herein, Santa Fe Springs shall provide general liability coverage for a minimum of \$5,000,000. Santa Fe Springs shall provide La Mirada with a Certificate of Coverage naming La Mirada as an additional covered party under such Memorandum of Coverage during the term of this Agreement. Should such liability coverage be canceled during the term of this Agreement, Santa Fe Springs shall notify La Mirada and La Mirada shall have the option to terminate this Agreement.

6. Third Party Action Notification.

A. Each party to this Agreement shall give the other prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the other party by any person or entity that may result in litigation related in any way to the services performed pursuant to this Agreement.

B. In the event a claim is made, both parties agree to come together for a litigation strategy meeting within thirty (30) days of the receipt of claim. If either party chooses to leave the JPIA, a reevaluation of the agreement would be required.

7. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations pursuant to this Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of California, that provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

8. Non-Waiver.

A waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

9. Termination.

Either party may terminate this Agreement prior to the end of the term by providing a 30-day written notice to the other party. In the event that either party terminates this Agreement, each party agrees to be solely responsible for any costs incurred by their agency that are associated with planned aquatics program and facility management.

10. Notices.

Unless stated otherwise herein, all notices and demands shall be in writing and sent to the City Manager of Santa Fe Springs and the City Manager of La Mirada, or to such other city officials as the parties may hereafter designate in writing.

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when so mailed or hand delivered at the addresses specified above.

11. Survival.

Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term of expiration of this Agreement and shall be binding on the parties to this Agreement.

12. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws, rules and regulations of the State of California.

13. Compliance with Law.

All parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

14. Neutral Authorship.

Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

15. Filing.

A copy of this Agreement shall be filed with the Santa Fe Springs and La Mirada City Clerk's offices.

16. No Employment Relationship.

Santa Fe Springs and La Mirada understand and expressly agree that in connection with this Agreement, each agency bears full responsibility for controlling the manner and means by which their respective employees perform work, and for providing all compensation and other employment benefits including payroll taxes and workers' compensation coverage to their respective employees. Santa Fe Springs employees are not La Mirada employees and La Mirada employees are not Santa Fe Springs employees, and employees of either agency shall have no right to, and shall make no claim for, any type of employment benefits or compensation from the other agency.

17. Entire Agreement—Amendments.

The terms and conditions of this Agreement represent the entire Agreement of the parties with respect to the subject matter of this Agreement and supersede any and all prior negotiations, discussions, understandings, and agreements between the parties as to the subject matter hereof. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by Santa Fe Springs and La Mirada. The Santa Fe Springs City Manager, or his designee, is authorized to alter or modify the terms and conditions on behalf of Santa Fe Springs as necessary. The La Mirada City Manager, or his designee, is authorized to alter or modify the terms and conditions on behalf of La Mirada as necessary.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SANTA FE SPRINGS

CITY OF LA MIRADA

Thaddeus McCormack
City Manager

Thomas E. Robinson
City Manager

ATTEST:

ATTEST:

Anita Jimenez
Deputy City Clerk

Anne Haraksin
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Steve Skolnik
City Attorney

James Markman
City Attorney

CITY OF SANTA FE SPRINGS

WAIVER OF LIABILITY

AQUATICS CLASS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

(MINOR)

I, the undersigned, do hereby consent to allow my minor child _____, to participate in the following Aquatics Class(es) _____, including all activities related thereto and use of all premises, provided by the City of Santa Fe Springs ("the Activities") on or beginning on _____, 20____. In consideration of my minor child being permitted to participate in the Activities, and to the fullest extent permitted by law, I hereby voluntarily waive, release and discharge in advance any and all actions or causes of action and claims for personal injury, property damage and/or wrongful death that I, my minor child, and/or any of our heirs or other successors in interest may have, or that may thereafter accrue, as a result of my minor child's participation in the Activities, including any transportation and/or other activities incidental thereto. This document is intended to release and hold harmless in advance the City of Santa Fe Springs, the City of La Mirada, and each City's elected officials, officers, employees, volunteers and agents ("Sponsors" herein) from any and all liabilities, claims and/or actions arising out of or connected in any way with my minor child's participation in the Activities, even if caused by the active or passive negligence of any of the Sponsors. I further authorize the provision of emergency medical aid to my minor child, if needed during the Activities and agree that this waiver and release shall apply to any such treatment.

I understand that serious accidents occasionally occur during similar activities, and that participants occasionally sustain fatal or serious personal injuries as a consequence thereof. Knowing these risks, however, on behalf of my minor child I nevertheless expressly assume those risks and agree that under no circumstances will I, my minor child, or any of our heirs or other successors in interest prosecute any civil action or claim for personal injury, property damage or wrongful death against any of the Sponsors who, through active or passive negligence, but not gross negligence, might be liable to me or my minor child's heirs or other successors in interest for damages.

I further agree to indemnify, defend and hold free and harmless the Sponsors, and each of them, with respect to any and all claims and actions asserted by any person, including any of the Sponsors, for any damages, liabilities, losses, and/or injuries, arising out of or in any way connected with my minor child's participation in the Activities, including but not limited to, any transportation to and from the Activities, to the fullest extent permitted by law.

I AM SIGNING THIS DOCUMENT WITH THE INTENT TO RELEASE AND HOLD HARMLESS IN ADVANCE THE CITY OF SANTA FE SPRINGS, THE CITY OF LA MIRADA, AND EACH CITY'S ELECTED OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS WITH RESPECT TO ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY OF THE SAME, TO THE MAXIMUM EXTENT PERMITTED BY LAW. I HAVE READ THIS DOCUMENT AND UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THE SAME I AND MY MINOR CHILD ARE GIVING UP IMPORTANT LEGAL RIGHTS.

Date

Signature of Participant

Home Telephone Number: (_____) _____

CIUDAD DE SANTA FE SPRINGS

EXENCIÓN DE RESPONSABILIDAD

CLASE DE AQUATICS - EXENCIÓN DE RESPONSABILIDAD, ASUNCIÓN DE RIESGOS E INDEMNIDAD

(MENOR DE EDAD)

Por medio del presente yo, el subscrito, otorgo mi consentimiento para que mi hijo o hija menor de edad _____ participe en la(s) siguiente(s) clase(s) de Aquatics _____, incluso en todas las actividades afines y el uso de todos los establecimientos que ofrece la ciudad de Santa Fe Springs ("las Actividades") a partir del _____ de 20____, inclusive. En contraprestación de que se le permita a mi hijo o hija menor de edad participar en las Actividades, y en la máxima medida que permite la ley, por medio del presente y de forma voluntaria eximo, libero y descargo por adelantado toda y cualquier acción o causa de acción y reclamación por lesiones personales, daños patrimoniales, homicidio culposo o todo lo antedicho que pueda tener yo, mi hijo o hija menor de edad, o que puedan tener nuestros herederos u otros derechohabientes, o que puedan ser ejercitables en lo sucesivo a consecuencia de la participación de mi hijo o hija menor de edad en las Actividades, incluso todo el transporte y otras actividades inherentes a ello. El propósito de este documento es eximir y librar de responsabilidad por adelantado a la ciudad de Santa Fe Springs, la ciudad de La Mirada, y cada uno de los funcionarios electos, oficiales, empleados, voluntarios y agentes de cada ciudad ("Patrocinadores" en el presente) de toda y cualquier responsabilidad, reclamación y acción que se derive de la participación de mi hijo o hija menor de edad o se relacione de alguna manera con dicha participación, incluso si se debiera a la negligencia activa o pasiva de alguno(s) de los Patrocinadores. Asimismo, autorizo que se le brinde asistencia médica de emergencia a mi hijo o hija menor de edad en caso de ser necesaria durante las Actividades y estoy de acuerdo en que esta exención y este descargo se aplicarán a dicho tratamiento.

Entiendo que en ocasiones suceden accidentes graves durante actividades similares, y que en ocasiones los participantes sufren lesiones personales graves o fatales a consecuencia de ello. Sin embargo, aun con conocimiento de estos riesgos, asumo de forma explícita dichos riesgos en nombre de mi hijo o hija menor de edad y estoy de acuerdo en que ni yo, ni mi hijo o hija menor de edad ni ninguno de nuestros herederos ni otros derechohabientes entablaremos en ninguna circunstancia una acción civil ni reclamación por lesiones personales, daños patrimoniales ni homicidio culposo contra ninguno de los Patrocinadores que puedan ser responsables ante mí o ante los herederos u otros derechohabientes de mi hijo o hija menor de edad por daños y perjuicios a consecuencia de negligencia activa o pasiva pero no de negligencia grave.

Asimismo, acuerdo indemnizar, defender y librar de responsabilidad a los Patrocinadores y a cada uno de ellos con respecto a toda y cualquier reclamación o acción que haga valer cualquier persona, incluso cualquiera de los Patrocinadores, por daños y perjuicios, obligaciones, siniestros y lesiones que se originen a consecuencia de la participación de mi hijo o hija menor de edad en las Actividades o que se relacionen de alguna manera con dicha participación, incluso y sin limitación, con el transporte desde y hacia las Actividades, en la máxima medida en que permite la ley.

FIRMO ESTE DOCUMENTO CON LA INTENCIÓN DE EXIMIR Y LIBRAR DE RESPONSABILIDAD POR ADELANTADO A LA CIUDAD DE SANTA FE SPRINGS, LA CIUDAD DE LA MIRADA Y CADA UNO DE SUS FUNCIONARIOS ELECTOS, OFICIALES, EMPLEADOS, VOLUNTARIOS Y AGENTES CON RESPECTO A TODA RESPONSABILIDAD POR LESIONES PERSONALES, DAÑOS PATRIMONIALES U HOMICIDIO CULPOSO QUE SEA CONSECUENCIA DE LA NEGLIGENCIA ACTIVA O PASIVA DE ALGUNO(S) DE ELLOS, EN LA MÁXIMA MEDIDA QUE PERMITE LA LEY. HE LEÍDO ESTE DOCUMENTO Y COMPREENDO Y RECONOZCO QUE AL FIRMAR DICHO DOCUMENTO MI HIJO O HIJA MENOR DE EDAD Y YO ESTAMOS RENUNCIANDO A IMPORTANTES DERECHOS LEGALES.

Fecha

Firma del Participante

Teléfono particular: (_____) _____

CITY OF SANTA FE SPRINGS

WAIVER OF LIABILITY

AQUATICS CLASS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

(ADULT)

In consideration of my being allowed to participate in the following Aquatics Class(es) _____, including all activities related thereto and use of all premises, provided by the City of Santa Fe Springs ("the Activities") on or beginning on _____, 20____, and to the fullest extent permitted by law, I, the undersigned, hereby voluntarily waive, release and discharge in advance any and all actions or causes of action and claims for personal injury, property damage and/or wrongful death that I may have, or which may thereafter accrue to me or to any of my heirs or other successors in interest, as a result of my participation in the Activities, including any transportation and/or other activities incidental thereto. This document is intended to release and hold harmless in advance the City of Santa Fe Springs, the City of La Mirada, and each City's elected officials, officers, employees, volunteers and agents ("Sponsors" herein) from any and all liabilities, claims and/or actions arising out of or connected in any way with my participation in the Activities, even if caused by the active or passive negligence of any of the Sponsors. I further authorize the provision of emergency medical aid to me if needed during the Activities and agree that this waiver and release shall apply to any such treatment.

I understand that serious accidents occasionally occur during similar activities, and that participants occasionally sustain fatal or serious personal injuries as a consequence thereof. Knowing these risks, however, I nevertheless expressly assume those risks and agree that under no circumstances will I, or any of my heirs or other successors in interest prosecute any civil action or claim for personal injury, property damage or wrongful death against any of the Sponsors who, through active or passive negligence, but not gross negligence, might be liable to me or my heirs or other successors in interest for damages.

I further agree to indemnify, defend and hold free and harmless the Sponsors, and each of them, with respect to any and all claims and actions asserted by any person, including any of the Sponsors, for any damages, liabilities, losses, and/or injuries, arising out of or in any way connected with my participation in the Activities, including but not limited to, any transportation to and from the Activities, to the fullest extent permitted by law.

I AM SIGNING THIS DOCUMENT WITH THE INTENT TO RELEASE AND HOLD HARMLESS IN ADVANCE THE CITY OF SANTA FE SPRINGS, THE CITY OF LA MIRADA, AND EACH CITY'S ELECTED OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS WITH RESPECT TO ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY OF THE SAME, TO THE MAXIMUM EXTENT PERMITTED BY LAW. I HAVE READ THIS DOCUMENT AND UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THE SAME I AM GIVING UP IMPORTANT LEGAL RIGHTS.

Date

Signature of Participant

Home Telephone Number: (_____) _____

CIUDAD DE SANTA FE SPRINGS

EXENCIÓN DE RESPONSABILIDAD

CLASE DE AQUATICS - EXENCIÓN DE RESPONSABILIDAD, ASUNCIÓN DE RIESGOS E INDEMNIDAD

(ADULTO)

En contraprestación de que se me autorice a participar en la(s) siguiente(s) clase(s) de Aquatics _____, incluso en todas las actividades afines y el uso de todos los establecimientos que ofrece la ciudad de Santa Fe Springs ("las Actividades") a partir del _____ de 20____ inclusive, y en la máxima medida que permite la ley, yo, el suscrito, por medio del presente y de forma voluntaria eximo, libero y descargo por adelantado toda y cualquier acción o causa de acción y reclamación por lesiones personales, daños patrimoniales, homicidio culposo o todo lo antedicho, que pueda tener o que en lo sucesivo pueda ser ejercitable para mí o alguno de mis herederos u otros derechohabientes a consecuencia de mi participación en las Actividades, incluso todo el transporte y otras actividades inherentes a ello. El propósito de este documento es eximir y librar de responsabilidad por adelantado a la ciudad de Santa Fe Springs, la ciudad de La Mirada, y cada uno de los funcionarios electos, oficiales, empleados, voluntarios y agentes de cada ciudad ("Patrocinadores" en el presente) de toda y cualquier responsabilidad, reclamación y acción que se derive de mi participación en las Actividades o se relacione de alguna manera con dicha participación, incluso si se debiera a la negligencia activa o pasiva de alguno(s) de los Patrocinadores. Asimismo, autorizo que me brinden asistencia médica de emergencia en caso de ser necesaria durante las Actividades y estoy de acuerdo en que esta exención y este descargo se aplicarán a dicho tratamiento.

Entiendo que en ocasiones suceden accidentes graves durante actividades similares, y que en ocasiones los participantes sufren lesiones personales graves o fatales a consecuencia de ello. Sin embargo, aun con conocimiento de estos riesgos de forma explícita asumo dichos riesgos y estoy de acuerdo en que ni yo ni ninguno de mis herederos ni otros derechohabientes entablaremos en ninguna circunstancia una acción civil ni reclamación por lesiones personales, daños patrimoniales ni homicidio culposo contra ninguno de los Patrocinadores que puedan ser responsables ante mí o ante mis herederos u otros derechohabientes por daños y perjuicios a consecuencia de negligencia activa o pasiva pero no de negligencia grave.

Asimismo, acuerdo indemnizar, defender y librar de responsabilidad a los Patrocinadores y a cada uno de ellos con respecto a toda y cualquier reclamación o acción que haga valer cualquier persona, incluso cualquiera de los Patrocinadores, por daños y perjuicios, obligaciones, siniestros y lesiones que se originen a consecuencia de mi participación en las Actividades o se relacionen de alguna manera con dicha participación, incluso y sin limitación, con el transporte desde y hacia las Actividades, en la máxima medida en que permite la ley.

FIRMO ESTE DOCUMENTO CON LA INTENCIÓN DE EXIMIR Y LIBRAR DE RESPONSABILIDAD POR ADELANTADO A LA CIUDAD DE SANTA FE SPRINGS, LA CIUDAD DE LA MIRADA Y CADA UNO DE SUS FUNCIONARIOS ELECTOS, OFICIALES, EMPLEADOS, VOLUNTARIOS Y AGENTES CON RESPECTO A TODA RESPONSABILIDAD POR LESIONES PERSONALES, DAÑOS PATRIMONIALES U HOMICIDIO CULPOSO QUE SEA CONSECUENCIA DE LA NEGLIGENCIA ACTIVA O PASIVA DE ALGUNO(S) DE ELLOS, EN LA MÁXIMA MEDIDA QUE PERMITE LA LEY. HE LEÍDO ESTE DOCUMENTO Y COMPREENDO Y RECONOZCO QUE AL FIRMAR DICHO DOCUMENTO ESTOY RENUNCIANDO A IMPORTANTES DERECHOS LEGALES.

Fecha

Firma del Participante

Teléfono particular: (_____) _____

California Code of Regulations
Title 22, Chapter 20
Public Swimming Pools

Article 1. Definitions and Scope

65501. Definitions.

- (a) **"Swimming Pool" or "Pool"** means an artificial basin, chamber or tank used, or intended to be used, for public swimming, diving, or recreative bathing, but does not include baths where the main purpose is the cleaning of the body, nor individual therapeutic tubs.
- (b) **"Wading Pool"** means an artificial basin, chamber or tank used, or intended to be used, for wading by small children and having a maximum depth of not to exceed 46 centimeters (18 inches) at the deepest point nor more than 30 centimeters (12 inches) at the side walls.
- (c) **"Special Use Pools"** means pools designed and used exclusively for a single purpose such as wading, instruction, diving, competition or medical treatment where a licensed professional in the healing arts is in attendance.
- (d) **"Enforcing Agent"** means the Health Officer or Director of Environmental Health or their designated registered sanitarian representative.
- (e) **"Temporary Training Pool"** means an artificial basin, chamber or tank intended to be used for instruction in swimming and so constructed as to be readily disassembled for storage or for transporting to and reassembling at a different location.
- (f) **"Spa Pool"** means a pool, not used under medical supervision, that contains water of elevated temperature, and incorporates a water jet system, an aeration system or a combination of the two systems.
- (g) **"Department"** means the State Department of Health Services.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Sections 116025 through 116068, Health and Safety Code.

HISTORY:

- 1. New Chapter 20 (Articles 1-3, Sections 655017, not consecutive) filed 10-16-80; designated effective 10-1-81 (Register 80, No. 42).
- 2. Editorial correction of effective date of History Note No. I (Register 80, No. 52)
- 3. Editorial change filed 9-4-81 redesignating effective date of 10-16-80 order from 10-1-81 to 12-30-81 (Register 81, No. 36).

65503. Scope.

- (a) The provisions of this Chapter apply to all pools as defined in Section 65501, including but not limited to:

- (1) Commercial pools.
- (2) Real estate pools.
- (3) Community pools.
- (4) Hotel pools.
- (5) Motel pools.
- (6) Resort pools.
- (7) Auto and trailer park pools.
- (8) Auto court pools.
- (9) Apartment house pools.
- (10) Club pools.
- (11) Public or Private school pools.
- (12) Gymnasium pools.
- (13) Health establishment pools.
- (14) Townhouse pools.
- (15) Condominium pools.
- (16) Mobile home park pools.
- (17) Campground pools.
- (18) Homeowner association pools.

- (b) Only private pools maintained by an individual for the use of family and friends are exempt from the provisions of

this Chapter.

- (c) The provisions of this Chapter shall apply to all auxiliary structures and equipment provided and maintained in connection with pools, including but not limited to:
- (1) Locker rooms.
 - (2) Shower rooms.
 - (3) Dressing rooms.
 - (4) Toilet facilities.
 - (5) Filtration equipment.
 - (6) Pumping equipment.
 - (7) Piping.
 - (8) Disinfecting equipment.
 - (9) Safety equipment.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Section 116025, Health and Safety Code.

Article 2. Plans, Construction and Inspection

65505. Plans and Specifications

- (a) A person proposing to construct, reconstruct or alter a swimming pool or auxiliary structure or equipment shall submit legible plans and specifications to the enforcing agent for review and written approval prior to commencing the work and in advance of the issuance of any building, plumbing or electrical permit.
- (b) Plans submitted for approval pursuant to this section shall be drawn to a scale of 1 centimeter equals 0.48 meters ($\frac{1}{4}$ inch equals 1 foot), except that plans for spa pools shall be drawn to a scale of 1 centimeter equals 0.12 meters (1 inch equals 1 foot).
- (c) The enforcing agent may require the submission of such additional information as may be required to determine the compliance of plans and specifications submitted for approval.
- (d) Within 30 days of the receipt of plans and specifications, the enforcing agent shall notify the person submitting the plans and specifications of their approval or disapproval.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Section 116038, Health and Safety Code.

65507. Records

- (a) The enforcing agent shall retain one copy of the plans and specifications submitted for approval.
- (b) At the request of the Department, the enforcing agent shall make available to the Department records pertaining to swimming pools which are within the enforcing agent's jurisdiction.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Sections 116038 and 116058, Health and Safety Code.

65509. Construction

- (a) Swimming pools shall be constructed, reconstructed or altered in compliance with plans approved pursuant to Section 65505, unless written approval of variance from such plans is obtained from the enforcing agent.
- (b) Swimming pools shall conform to the requirements of Chapter 2-90, Title 24, Building Standards, California Administrative Code.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Section 116038, Health and Safety Code.

65511. Inspection.

- (a) The swimming pool owner, or his designated agent, shall notify the enforcing agent at least two working days before guniting or constructing the pool shell to allow inspection and approval by the enforcing agent. Following pool construction, the enforcing agent shall again be notified at least two days in advance of placing the pool in operation to allow for final inspection and approval.
- (b) No pool shall be placed in use without the written approval of the enforcing agent.

NOTE: Authority: Sections 100275 & 116050, Health and Safety Code. Reference: Sections 116038 & 116055.

Article 3. Maintenance and Operation

65521. Pool Supervision Responsibility.

- (a) Every pool shall be under the supervision of a person who is fully capable of, and shall assume responsibility for, compliance with all requirements relating to pool operation, maintenance and safety of bathers.
- (b) No pools shall be used or available for use unless all of the requirements of subsection (a) and the following are complied with.
 - (1) Routine (e.g., daily and weekly) operating procedures shall be permanently posted in a location accessible to and frequented by the operator.
 - (2) Manufacturers' instructions for operation and maintenance of mechanical and electrical equipment shall be kept available for the operator.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Sections 116050.2 and 116043, Health and Safety Code.

65523. Operation Records.

- (a) The operator of each pool open for use shall keep a daily record of information regarding operation, including readings of disinfectant residual, pH and maintenance procedures such as cleaning of filters and quantity of chemicals used.
- (b) If cyanuric acid by itself or in a combined form with the disinfectant is added to a pool, the cyanuric acid concentration shall be measured a minimum of once per month and records shall be kept of the results of such testing.
- (c) Data collected pursuant to subsections (a) and (b) shall be maintained at least one year for inspection by the enforcing agent, or shall be submitted to the enforcing agent upon his request.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Sections 116040 and 116043, Health and Safety Code.

65525. Recirculation and Purification System Operation.

The pumps, filters, disinfectant and chemical feeders, flow indicators, gauges and all related parts of the pool water purification system shall be kept in operation whenever the pool is available for use, and at such additional times and periods as may be necessary to maintain the water in the pool in a clear and disinfected condition. The variation in flow during a filtration cycle shall be such as to not reduce the flow below 65 percent of the rate required in Section 9032 of Title 24, California Administrative Code.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Sections 116043 and 116050, Health and Safety Code.

65527. Clarity of Water.

The recirculation and purification system shall be operated and maintained so as to keep the pool water clean and clear. Under no circumstances shall the pool be used if the main drain is not clearly visible from the deck. Such a pool shall be closed and shall not be reopened until the water is clean and clear, and upon specific written approval of the enforcing agent. If the pool drain is still not visible 48 hours following inspection and closure by the enforcing agent, the enforcing agent may order the pool drained as a safety precaution.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Sections 116043, 116050, 116053 and 116055, Health and Safety Code.

65529. Disinfection, pH Control and Cyanuric Acid.

- (a) Pools, when open or in use, shall be disinfected continuously by a chemical which imparts a residual effect and shall be maintained in an alkaline condition at a pH between 7.2 and 8.0. For pools using hypochlorite or gaseous chlorine without a stabilizer, a free chlorine residual at least 1.0 ppm shall be maintained throughout the pool. If cyanuric acid or a chlorinated isocyanurate is used, a free chlorine residual of at least 1.5 ppm shall be maintained throughout the pool. The cyanuric acid concentration in any pool shall not exceed 100 ppm. Appropriate test kits for measuring the pH, concentration of the disinfectant, and, when used, concentration of cyanuric acid shall be provided at each pool. If halogens other than chlorine are used, residuals of equivalent strength shall be maintained. A test kit for measuring the concentration of the disinfectant accurate to within 0.1 ppm shall be available at each pool.

- (b) When test kits for chlorine utilize comparative color standards, the standards shall be accurate to within plus or minus 0.1 ppm. There shall be at least four color standards as follows: 0.6, 1.0, 1.5 and 2.0. The test kit shall be capable of testing for free chlorine residual.
- (c) The enforcing agent may accept other disinfecting materials or methods after they have been demonstrated to provide a readily measurable residual. Such materials or methods must be as effective as the required chlorine concentration and must not be dangerous to public health or create objectionable physiological effects.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Section 116043, Health and Safety Code.

65531. Bacteriological and Chemical Quality of Pool Water.

- (a) Bacteriological quality of water in the pool shall be such that not more than two consecutive samples, taken when the pool is in use, shall:
 - (1) Contain more than 200 bacteria per millimeter, as determined by the standard (35 °C) plate count; or
 - (2) Contain a total coliform organism MPN (most probable number) count of 2.2 or greater per 100 milliliters of sample.
- (b) Chemical quality of water in the pool shall not cause irritation of eyes or skin of the bathers, or have other objectionable physiological effects on bathers.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Section 116043, Health and Safety Code.

65533. Cleanliness of Pool

- (a) Floating scum, sputum or debris shall not be allowed to accumulate in the pool. Skimmers, where provided, and water levels shall be maintained and operated to remove such material continuously. The bottom and sides of the pool shall be cleaned as often as necessary to be kept in a clean condition. The sides and bottom of pools, decks and other surfaces shall be kept free of slime and algae.
- (b) Animals shall not be permitted in the pool or pool area.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Section 116043, Health and Safety Code.

65535. Cleaning and Maintenance.

- (a) All parts of the pool and related pool facilities and equipment shall be maintained in good repair. Floors shall be kept free from cracks and other defects and in compliance with Section 3115B, Title 24, California Code of Regulations. Walls, ceilings, partitions, doors, lockers and similar surfaces and equipment shall be refinished in a manner acceptable to the enforcing agent as often as necessary to be kept in a state of good repair.
- (b) Hoses shall be provided for regular flushing and cleaning. The whole pool area shall be kept clean, sanitary and free of litter and vermin.
- (c) Toilets, urinals, showers, wash basins and other plumbing fixtures shall be maintained in a clean condition, and in good repair.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Section 116043, Health and Safety Code.

65537. Bathing Suits, Caps and Towels.

Bathing suits and towels furnished by the management shall be laundered and clean, and caps shall be sanitized after each usage.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Section 116043, Health and Safety Code.

65539. Lifesaving, First Aid and Control of Bathers.

- (a) Lifeguard services shall be provided in accordance with Sections 116028 and 116045 of the Health and Safety Code.
- (b) Where lifeguard service is provided, the number of lifeguards shall be adequate to maintain continuous surveillance over the bathers.
- (c) Where no lifeguard service is provided, a warning sign shall be placed in plain view and shall state "Warning-No Lifeguard on Duty" with clearly legible letters at least 10.2 centimeters (4 inches) high. In addition, the sign shall

also state "Children Under the Age of 14 Should Not Use Pool Without An Adult In Attendance".

- (d) The enforcing agent may require posting of notices directing the bathers to make use of the toilets and showers before entering the pool. At all pools, diagrammatic illustrations of artificial respiration procedures shall be posted where clearly visible from the nearby deck. Such illustrations shall be protected against the elements. Also, the telephone number of the nearest ambulance, fire and police or sheriff's department shall be kept similarly posted along with instructions that, if needed, manual or mouth-to-mouth artificial respiration should be started immediately and continued until a physician arrives or mechanical resuscitators are applied.
- (e) Every swimming pool shall be equipped for safety and rescue purposes with one or more rescue poles not less than 3.6 meters (12 feet) in length with body hooks, and one or more life rings having a minimum exterior diameter of 43 centimeters (17 inches) readily accessible for use. Such life rings shall have attached to them an 0.476 centimeter (3/16 inch) line long enough to span the maximum width of the pool. The line shall be stored when not in use in such a way as to prevent kinking or fouling. When rescue can be effected from the perimeter of a spa pool, such a pool may be exempt from the requirements of this paragraph if so approved by the enforcing agent
- (f) When, in the opinion of the enforcing agent, any pool is of such size that unaided swimming by lifeguards may not offer sufficient protection to swimmers, one or more square-sterned boats equipped with oars, oarlocks and life rings, or paddle boats, as the enforcing agent shall order, shall be provided.
- (g) A first aid kit shall be provided at all swimming pools when required by the enforcing agent.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Sections 116028, 116043 and 116045, Health and Safety Code.

65541. Health of Employees and Patrons.

- (a) No person having a communicable disease shall be employed at a public swimming pool.
- (b) All patrons known to be, or suspected by the enforcing agent or the management of being afflicted with an infectious disease, suffering from a cough, cold or sores, or wearing bands or bandages shall be excluded from all public bathing places unless at least one of the following conditions is met:
 - (1) The patron submits a current written statement, signed by a licensed physician, confirming that the patron does not present a health hazard to other pool users.
 - (2) Pool use by the patron is approved by the enforcing agent.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Sections 116040, 116043 and 116055, Health and Safety Code.

65543. Wading Pool Water Clarity.

The water of every wading pool shall be kept sufficiently clear so that the bottom of the wading pool will be visible at all times.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Section 116043, Health and Safety Code.

65545. Pool Closure.

- (a) If, in the opinion of the enforcing agent, a pool is maintained or operated in a manner which creates an unhealthful, unsafe, or unsanitary condition, the pool may be closed by the enforcing agent. Such a pool shall not be reopened until correction is made, and upon, specific written approval of the enforcing agent.
- (b) Unhealthful, unsafe or unsanitary conditions include, but are not limited to, the failure to meet clarity, disinfection, pH, safety or bacteriological standards.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Sections 116040, 116043, 116053 and 116055, Health and Safety Code.

65547. Compressed Chlorine Gas.

- (a) When compressed chlorine gas is employed, the following requirements shall be met:
 - (1) A solution of commercial strength ammonia shall be kept available for use in testing for chlorine gas leaks.
 - (2) A gas mask designed for use in a chlorine atmosphere shall be provided unless a self-contained breathing apparatus meeting the requirements of paragraph (a) (3) is provided. Gas masks shall be of a type approved by the U.S. Bureau of Mines and/or the National Institute for Occupational Safety and Health. The following

requirements for gas mask canisters shall be met:

- (A) A replacement canister shall be provided and kept serviceable. Any canister which has been utilized during chlorine leakage shall be discarded and a replacement canister provided.
 - (B) The date of attaching a canister to the mask breathing tube shall be recorded on the canister. The canister shall be discarded one year from the date of attachment, or sooner if the canister is expended as shown by an indicator color change.
 - (C) Date stamped expired canisters shall be replaced with unexpired, unused containers.
- (3) A self-contained breathing apparatus may be used in place of a gas mask only if all pool attendants and lifeguards who may be responsible for the health and safety of pool users have received formal training in the use of the equipment. Following initial formal training, responsible pool attendants and lifeguards shall receive refresher training at least once every six months if working at pools which are open year-round. For pools open on a seasonal basis, all returning responsible personnel shall receive retraining on the use of the equipment before the pool is opened for the season. The self-contained breathing apparatus provided shall comply with the provisions of Section 5144 of Title 8, California Administrative Code, and the following:
- (A) Only parts approved for the specific respiratory system shall be used for replacement.
 - (B) The respirator equipment shall be kept at a readily accessible point outside the room in which the chlorinator is maintained.
- (4) All swimming pools with gas type automatic chlorinators shall post in a conspicuous location near the entrance to the pool an emergency pool evacuation procedure.
- (A) Emergency exit doors or gates shall not be locked when the pool is open for use.
Keys to such doors and gates shall be readily available to pool attendants and lifeguards.
 - (B) Pool attendants and lifeguards shall receive training in the application of effective pool emergency procedures. Such training shall be reviewed at least once every six months for pools open year-round. For pools open on a seasonal basis, training in emergency procedures shall be conducted before the pool is opened for the season.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference Sections 116040, 116043 and 116050, Health and Safety Code.

65549. Replacement of Equipment or Appurtenances

When fixed or installed equipment or appurtenances are changed or replaced, the change or replacement units shall meet applicable requirements of this Chapter subject to the provisions of Section 116050 of the Health and Safety Code, and shall first be cleared with the enforcing agent before substitution if not an exact duplicate of the units being changed or replaced.

NOTE.: Authority cited: Section 100275 and 116050, Health and Safety Code. Reference: Sections 116038, 116043 and 116050, Health and Safety Code.

HISTORY

1. New section filed 1-14-81; designated effective 10-14-81 (Register 81, No. 3).

65551. Shower, Toilet and Dressing Facilities.

- (a) For shower, toilet and dressing facilities, the walls, partitions, doors, lockers and similar surfaces which require periodic cleaning shall be maintained smooth and finished so as to facilitate cleaning.
- (b) Showers shall be provided with soap in soap dispensers or containers.
- (c) For toilet facilities, handwashing detergent or soap, sanitary towels or hot air blowers, and toilet tissues shall be provided in permanently installed dispensing devices.

NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Section 116043, Health and Safety Code.

HISTORY:

1. New section filed 1-14-81; designated effective 10-1-81 (Register 81, No. 3)



City of Santa Fe Springs

City Council Meeting

May 23, 2013

NEW BUSINESS

City Hall, South Section Heating, Ventilation and Air Conditioning System Upgrade – Authorization to Advertise for Construction Bids

RECOMMENDATION

That the City Council take the following actions:

1. Authorize the City Hall, South Section Heating, Ventilation and Air Conditioning System Upgrade Project to be included in the Capital Improvement Program FY 2006-07 through 2011-12;
2. Approve the Plans and Specifications; and
3. Authorize the City Engineer to advertise for construction bids.

BACKGROUND

The City Council, at their meeting of March 26, 2013, awarded the design of the City Hall, South Section Heating, Ventilation and Air Conditioning (HVAC) System Upgrade Project, to Dahl, Taylor and Associates (DTA).

This project includes replacing the existing centralized HVAC system servicing the South Section of the City Hall, with HVAC package units. This project is similar to an upgrade of the HVAC system conducted for the North Section of City Hall, several years ago.

At this time, staff is requesting authorization to advertise the Project. Work activities will take place on the ground floor, basement, roof and attic spaces of the City Hall building. Specifically, the HVAC system upgrade includes the removal of interfering portions of the existing centralized HVAC system components (chiller, boiler, compressors, ducting, piping, VAV boxes, pumps, pneumatic components, air supply, actuators, etc., and the construction of individual zone controlled HVAC package units servicing the ground floor and basement. The project will re-use a portion of the existing ducting, registers, vents and components, cleaning any reused ducting and vents/ registers.

To mitigate the potential disruption to ongoing City Hall operations, the HVAC work will take place during weekend days only, and on weekdays at night. For purposes of this contract, night work is defined as work occurring between the hours of 7:00 PM and 5:00 AM. Work may also take place during Fridays that the City is closed to the public (every other Friday).

The total estimated cost of the HVAC upgrade project, including design, construction, engineering, inspection, and contingencies, is \$907,000.

A handwritten signature in dark ink, appearing to be "JN", is located below the signature line.

The project plans and specifications are complete and the Public Works Department is ready to advertise for construction bids for this project, upon City Council approval of the plans and specifications. A copy of the plans and specifications is on file with the City Clerk and is available for public review.

FISCAL IMPACT

This project is budgeted at \$907,000 and funded through the General Fund.

INFRASTRUCTURE IMPACT

Upgrading the HVAC system will improve City Hall for residents and businesses alike who routinely conduct business in the building. The upgrade will also provide for a better working environment for staff as well.



Thaddeus McCormick
City Manager

Attachment(s):

1. Exhibit "A" – City Hall Floor Plan, South Side
2. Exhibit "B" – City Hall Floor Plan, Basement

[illegible]

CITY HALL FLOOR PLAN - SOUTH SIDE
NTS

Basement Plan

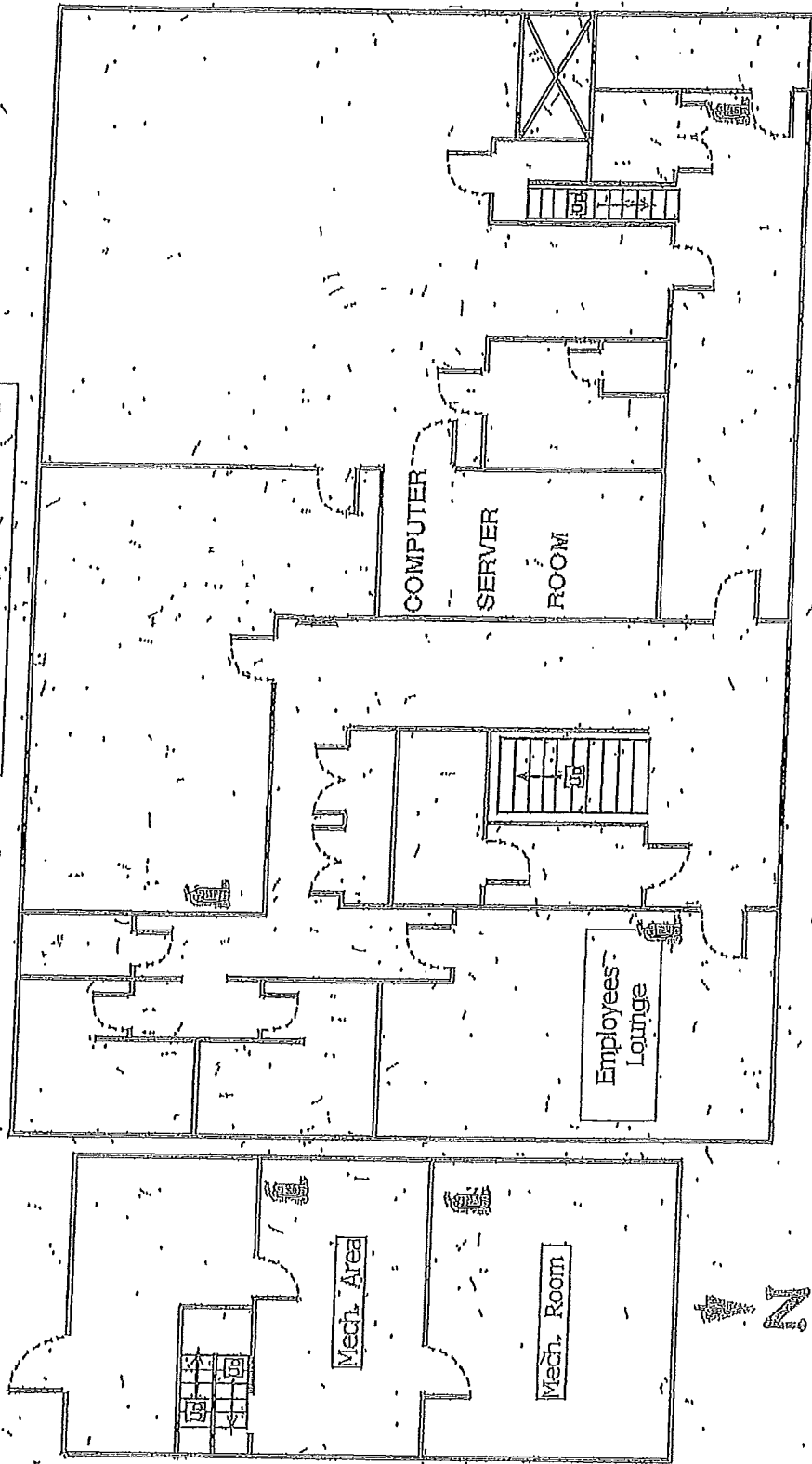


EXHIBIT "B"



City of Santa Fe Springs

City Council Meeting

May 23, 2013

NEW BUSINESS

Interstate 5 Water Main Relocation for the Carmenita Road Segment Project – Approval of Contract Change Order No. 4

RECOMMENDATION

That the City Council take the following actions:

1. Approve Contract Change Order No. 4 in the amount of \$288,467.35
2. Authorize the Director of Public Works to execute Contract Change Order No. 4.

BACKGROUND

At their meeting April 12, 2012, the City Council awarded the Interstate 5 Water Main Relocation for the Carmenita Segment contract to Vido Artukovich & Sons Inc. /Vidmar, Inc. A JV of South El Monte, California in the amount of \$4,114,930.00. The project scope involves the relocation of approximately 13,000 lineal feet of the City's water mains. The water main relocation project for the Carmenita Road segment is near completion.

Additional work is necessary for the purposes of addressing overall delays to the Interstate 5 Freeway expansion project, unforeseen site conditions, as well as third party utility delays; additional work requested by Caltrans, all changes are summarized below:

1. Request for changes due to a third party utility total \$99,382.22. For example, to safely trench and install the new water main, Southern California Edison required that their crews support power poles on the proposed alignment that were not yet relocated at a cost of \$15,284.59.
2. Requests for changes made due to delays by Caltrans contractor, Flatiron total \$28,754.20. An example is the charge of \$2,816.03 to repair a fire hydrant assembly damaged by Flatiron.
3. Changes requested by Caltrans staff total \$34,483.70. One example is Caltrans request for the City to install a welded steel pipe instead of the standard ductile iron pipe to meet Department of Health site requirements at an additional cost of \$10,229.07.
4. Changes initiated by the City to address unforeseen site conditions and overall Interstate 5 Freeway Expansion Project delays total \$125,847.23. An example is the cost to accommodate Santa Fe Springs' businesses, Le Fiell and Martinez Trucking with larger water services than originally depicted in construction plans. These larger services must include a vault and larger ductile iron pipe with a bypass

system, compared to the copper pipe and small meter box of the smaller services. The price for this change is \$55,114.18

The total amount for Contract Change Order No. 4 is \$288,467.35.

FISCAL IMPACT

Per Utility Agreement No 7UA-11565, Caltrans will reimburse the City for associated cost due to the freeway expansion work up to a maximum of \$4,746,105.00. Caltrans will reimburse the City for costs associated with Change Order No. 4. Therefore, there is no fiscal impact to the City.

INFRASTRUCTURE IMPACT

Authorization to make the various changes recommended in Change Order No. 4 will complete the project to enhance the reliability of the City's water system, support fire suppression demands, and provide a higher level of water quality in Zone II.



Thaddeus McCormack
City Manager

Attachment:

Contract Change Order No. 4



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

"A great place to live, work, and play"

May 15, 2013

Vido Artukovich & Son, Inc. / Vidmar Inc., a J.V.
11155 Rush Street
South El Monte, CA 91733

Attention: Vido Artukovich

Subject: Interstate 5 Water Main Relocation for the Carmenita Road Segment Project
Contract Change Order No. 4

Dear Mr. Artukovich:

Contract Change Order No. 4 shall constitute full compensation for all changes associated with extra work performed in September 2012 through January 2013 (excluding work on 9/11/12 and 9/17/12 and extended office overhead claimed), other extra costs, and adjustments to several bid items per as-built quantities. Said changes are a result of negotiations between the City and Vido Artukovich & Son, Inc. / Vidmar Inc., a J.V. (Contractor), for purposes of addressing unforeseen site conditions, value engineering, and requests by the Contractor.

It is proposed that the Contractor furnish all labor, materials, and equipment necessary to perform the following work:

1. Remove conflicting Ex. Fire hydrant with lateral & replace 18 ft. of 12" AC main with DIP (Line P, Sta. 13+50): remove the conflicting fire hydrant and reinforce existing main during construction (closer than depicted on plans). The City has approved a quote of \$7,677.17 to perform this work.
2. Replace 8" spool and fire hydrant head damaged by Flatiron on Line C: repair the fire hydrant assembly damaged by Flatiron. The City has approved the cost of \$2,816.03 for this delay.

Interstate 5 Water Main Relocation for the Carmenita Road Segment

Contract Change Order No. 4

Vido Artukovich & Son, Inc. / Vidmar Inc., a J.V.

May 15, 2013

Page 2

3. Remove 6" gate valve from tee, install spool and 90° ell due to utility conflict (Line P); adjust the configuration of the fire hydrant assembly to accommodate conflicting private property utilities (not depicted on plans). The City has approved a quote of \$2,931.04 to perform this work.
4. Install casing over Chevron lines (Line R, revised alignment); install casing per CDPH requirements in this area of revised Line R alignment. The City has approved a quote of \$9,778.86 to perform this work.
5. Install 109' of 12" CMLC pipe on Line R (per revised alignment); install welded steel water main in lieu of D.I.P. per CDPH requirements in this area of revised Line R alignment. The City has approved a quote of \$10,229.07 to perform this work.
6. Install fire hydrant at Sta. 4+25 on Line R (revised alignment), backfill appurtenances, & place cold mix; adjust the location of the fire hydrant due to Caltrans street alignment changes. The City has approved a quote of \$2,071.07 to perform this work.
7. Clean debris from Line R existing AC main; clean out the existing AC main before tying in, as it had become contaminated while shut down by the City. The City has approved a quote of \$5,971.08 to perform this work.
8. Chlorinate and de-chlorinate Line R, hot tap new services on Line D; chlorinate and then de-chlorinate the existing portion of existing AC main that had to be cleaned out (above) unexpectedly. Also, hot tap the revised service locations for the LeFiell property (Line D), that were originally installed prior to the property owner informing the Engineer of their desired locations. The City has approved a quote of \$10,532.28 to perform this work.
9. Install 3" and 8" services for Budget Inn (Line B), including offsets for conflicting Verizon line; install fire and water services for the Budget Inn (not originally shown on plans), including elements not planned for (street crossing, traffic control, landscaping restoration, adjustments over conflicting utility). The City has approved a quote of \$52,020.63 to perform this work.
10. Delay on Line R fire service tie-in (new pole installed over weekend), and repair unmarked sewer lateral on Line A; delay / standby due to the conflict encountered (SCE unexpectedly installed a new pole near tie-in point over the weekend, and had to be scheduled to hold said pole) and then slowed work to tie-in while SCE held pole. Also, repair existing unmarked sewer lateral encountered on Line A this day. The City has approved a quote of \$9,445.70 to perform this work.

11. NCC #24 (Line A utilities not as shown on plans): delays experienced while installing Line A due to several conflicting utilities encountered on the private property that were not as depicted on the plans. The City has approved the cost of \$19,700.26 for this delay.
12. Repairs and lost time caused by Flatiron breaking and burying several appurtenances: repair service lateral on Line N damaged by Flatiron, locate valve cans on Line C knocked down and buried by Flatiron, and repair ARV broken by Flatiron on Line A (which interrupted a pressure test leading to lost time). The City has approved a quote of \$5,506.06 to perform this work.
13. Field Order #13 (installed 8" fire and 1 1/2" metered services on Line A): install the fire and metered domestic service laterals to the Caltrans-owned building per Caltrans' request (which were not used because Caltrans later decided to eliminate the building). The City has approved a quote of \$7,970.70 to perform this work.
14. Install 4" service lateral on Line Q (Sta. 0+34): install the 4" D.I.P. domestic service lateral (not originally shown on plans), including crossing Marquardt. Ave. The City has approved a quote of \$10,740.79 to perform this work.
15. Adjust / relocate laterals due to conflict with new Flatiron sewer installation (Line A): adjust the vertical alignment of several appurtenance laterals on Line A because the grade of the new sewer conflicts. The City has approved a quote of \$13,878.06 to perform this work.
16. Install DCDA for fire service to Caltrans Field Office building (Line A): install the double check detector in the location specified by Caltrans, including extra length of trenched lateral crossing unmarked utilities. The City has approved a quote of \$4,434.00 to perform this work.
17. Operate valves on Freeway Dr. for Flatiron: operate valves on the new water main in order for Flatiron to cross the main with their utility (on two separate occasions). The City has approved a quote of \$919.36 to perform this work.
18. Connect El Tapatio's 2" service on Saturday per their request: perform this metered service connection on the weekend because the property owner indicated that they cannot have the water turned off for operations during the week. The City has approved a quote of \$500.00 to perform this work.
19. Connect El Tapatio's 10" fire service to existing check valve in vault: connect the fire service lateral to the existing check valve in the buried vault, including the extra piping required to get to the vault, breaking out the wall of the vault for the penetration, and the fittings required for the connection. The City has approved a quote of \$4,427.38 to perform this work.

20. Turn on Aero Chip's fire service on Saturday after thrust blocks cured to avoid weekend outage: after the thrust blocks poured on Friday cure, turn on the fire service on Saturday to avoid the fire service being out all weekend. The City has approved a quote of \$459.68 to perform this work.
21. Line D connection delay and extra work: delays were experienced due to inability to get a good shut down on City's valves. Also, complete the connection to the existing steel main with a welded slip-on flange rather than a coupling adapter, per the City's request. The City has approved a quote of \$4,515.04 to perform this work.
22. Martinez Trucking – expose check valve per their fire protection contractor's request: expose the check valve portion of the DCDA already installed on the property, per the request of the property owner's fire protection contractor. The City has approved a quote of \$811.71 to perform this work.
23. Repair broken main and reset displaced fire hydrant, both caused by Flatiron: reset the fire hydrant on Line C that was moved by Flatiron in order to install their sewer main. Also, repair the 12" DIP main on Line E that was broken by Flatiron during their pile driving operations. The City has approved a quote of \$5,634.69 to perform this work.
24. Revise Line L (temporary) tie-in to keep Carmenita Ford in service from old AC main: perform this final connection with a tee and an extra valve, rather than the originally designed 90° bend, in order to keep the existing 12" AC main in service to the south to serve Carmenita Ford until they revise their on-site piping for connection to the new service laterals. The City has approved a quote of \$3,469.57 to perform this work.
25. SCE pole-supporting charges: due to the fact that several Edison poles (in different areas) near the water main alignment were not relocated yet, Edison required that their forces support the existing poles that were deemed too close to the proposed alignment, so that the main could be safely trenched and installed. The City has approved the cost of \$15,284.59 for Edison to perform this work.
26. New pipe for Segment B purchased by City: the pipe that was purchased by the Contractor for the Segment B portion of the alignment (in anticipation of the work being completed on the project) will be purchased by the City for use when that portion of the alignment is ready to be constructed. The City has approved the cost of \$40,722.88 for this pipe material.
27. 3-inch metered service assemblies for the LeFiell and Martinez Trucking properties: due to the differing design of these larger 3-inch services from what was called out on the plans (the larger services did not have a standard detail and include a vault and larger DIP with a bypass system, compared to the simpler copper pipe and small meter box of the

smaller services) these two services are paid separately, rather than through the bid items. The City has approved a quote of \$55,114.18 to install both of these services.

28. Original fire service laterals installed for the LeFiell property: the locations of two fire service laterals installed for the LeFiell property were later revised by the property owner. The final installation of these services was paid through the bid items, but installation of the original laterals (which were later removed) is paid as a change order. The City has approved a quote of \$13,274.00 to perform this work.
29. Install 40 L.F. of 12" D.I.P. over the proposed sewer and storm line laterals (Line Q, ~Sta. 9+65): due to CDPH concerns with original design (water main crossing under proposed sewer and storm drain laterals). The City has approved a quote of \$14,157.68 to perform this work.
30. Credit for Double Check Detector Assemblies not installed: during the construction process, the decision was made to connect the new fire service laterals to the existing check valves, rather than install the new DCDA assemblies as the plans called out, for 10 of the properties. The City has approved a credit of (\$46,526.21) for this portion of the contract work not performed.

Final bid item quantities: the following adjustments to contract bid item quantities, based on design changes during construction and as-built conditions, have been made:

- a. Bid Item #2: original quantity = 8,027 L.F.; final quantity = 7,539 L.F.
- b. Bid Item #3: original quantity = 4,070 L.F.; final quantity = 3,608 L.F.
- c. Bid Item #4: original quantity = 13 Ea.; final quantity = 11 Ea.
- d. Bid Item #6: original quantity = 98 L.F.; final quantity = 0 L.F. (deleted)
- e. Bid Item #7: original quantity = 222 L.F.; final quantity = 267 L.F.
- f. Bid Item #10: original quantity = 1 L.S.; final quantity = 0 L.S. (deleted)
- g. Bid Item #14: original quantity = 25 Ea.; final quantity = 22 Ea.
- h. Bid Item #15: original quantity = 25 Ea.; final quantity = 26 Ea.
- i. Bid Item #16: original quantity = 19 Ea.; final quantity = 15 Ea.
- j. Bid Item #17: original quantity = 14 Ea.; final quantity = 12 Ea.
- k. Bid Item #18: original quantity = 18 Ea.; final quantity = 12 Ea.
- l. Bid Item #20: original quantity = 19,500 S.F.; final quantity = 21,357 S.F.
- m. Bid Item #21: original quantity = 5,300 S.F.; final quantity = 3,000 S.F.
- n. Bid Item #22: original quantity = 800 C.Y.; final quantity = 0 C.Y. (deleted)
- o. Bid Item #23: original quantity = 18 Ea.; final quantity = 13 Ea.
- p. Segment B bid: original price = \$355,565.00; final price = \$0.00 (deleted)

The change in the bid price based on the above adjustments results in a net project savings of (\$756,206).

Interstate 5 Water Main Relocation for the Carmenita Road Segment
Contract Change Order No. 4
Vido Artukovich & Son, Inc. / Vidmar Inc., a J.V.
May 15, 2013
Page 6

The total compensation for Change Order No. 4 is \$288,467.35. This sum constitutes full compensation, including all markups, for the work of this change.

A total of forty (40) additional working days will be granted for Segment A-1 under this Change Order (Segment A-2 is complete).

The revised completion date for Segment A-1 is January 21, 2013 (including the Thanksgiving, Christmas, and New Year's Day holidays on 11/22/12, 11/23/12, 12/24/12, 12/25/12, & 1/1/13). Segment A-2 was completed on August 24, 2012.

FIRST WORKING DAY	June 4, 2012
Working days specified in Contract (Segment A-1).....	67 working days
Working days specified in Contract (Segment A-2).....	26 working days
ORIGINAL COMPLETION DATE (Segment A-1)	September 6, 2012
ORIGINAL COMPLETION DATE (Segment A-2)	July 11, 2012
Administrative Delay.....	0 working days
Non-working days due to weather delays by this Change Order.....	0 working days
Contract Time Extensions by previous Change Orders (Segment A-1)	51 working days
Contract Time Extensions by previous Change Orders (Segment A-2)	33 working days
Contract Time Extensions by this Change Order (Segment A-1)..	40 working days
Contract Time Extensions by this Change Order (Segment A-2)..	0 working days
Total Contract Time Extensions (Segment A-1).....	91 working days
Total Contract Time Extensions (Segment A-2).....	33 working days
REVISED COMPLETION DATE (Segment A-1).....	January 21, 2013
REVISED COMPLETION DATE (Segment A-2).....	August 24, 2012

Please confirm your approval of this Change Order by signing below. Should you have any questions, please contact Noe Negrete, Director of Public Works, at (562) 409-7540.

Interstate 5 Water Main Relocation for the Carmenita Road Segment

Contract Change Order No. 4

Vido Artukovich & Son, Inc. / Vidmar Inc., a J.V.

May 15, 2013

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SUBMITTED BY:
CITY OF SANTA FE SPRINGS

Frank Beach
Utility Services Manager

APPROVED BY:

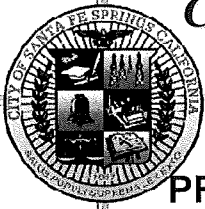
Noe Negrete
Director of Public Works

Date

ACCEPTED BY:
Vido Artukovich & Son, Inc./Vidmar Inc., a J.V.

Date

NN/fb



PRESENTATION

Santa Fe Springs 2013 Youth Citizenship Award Recipients

RECOMMENDATION:

The Mayor may wish to call upon Management Assistant Wayne Bergeron to assist with this presentation.

BACKGROUND

Each year, the City of Santa Fe Springs sponsors the Youth Citizenship Awards to recognize City residents who are either high school seniors or college students under the age of 21 that are active and engaged citizens in their school and/or community.

Applications for the Youth Citizenship Awards were made available at the local high schools and community colleges for a period of two months. After a thorough review of their applications, the selected candidates participated in an interview with a panel consisting of City staff and the Santa Fe Springs Chamber of Commerce to determine the recipients.

The following are the recipients for the 2013 Youth Citizenship Awards in the following categories:

Excellence in Citizenship - \$750 Award

Elizabeth Marquez, La Serna High School • Francisco Mercado, Santa Fe High School •
Gabriela Rodriguez, Santa Fe High School

Outstanding Citizenship - \$500 Award

Jordan King, Santa Fe High School • Malissa Ruiz, Santa Fe High School •
Abel Saldaña, Santa Fe High School

Service in Citizenship - \$250 Award

Maria Martinez, Santa Fe High School • Sasha Montero, Warren High School •
Hong-An Nguyen, Santa Fe High School

The recipients have been invited to tonight's meeting to be recognized for their good citizenship, leadership, and service in the community. The recipients' families and respective school representatives have also been invited.

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting


May 23, 2013

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	3	González
Beautification	1	Moore
Beautification	2	Rios
Community Program	2	Rios
Community Program	3	Rounds
Community Program	5	Trujillo
Family & Human Services	1	Moore
Historical	2	Rios
Historical	2	Rounds
Historical	2	Trujillo
Parks & Recreation	1	González
Parks & Recreation	1	Moore
Parks & Recreation	1	Rios
Parks & Recreation	1	Trujillo
Senior Citizens Advisory	1	González
Senior Citizens Advisory	2	Rios
Senior Citizens Advisory	2	Rounds
Senior Citizens Advisory	3	Trujillo
Sister City	1	Moore
Sister City	1	Rios
Sister City	2	Rounds
Sister City	2	Trujillo

Recent Actions: Vaibhav Narang was removed from the Parks & Recreation Committee.

Applications Received: None.


Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Member List

Report Submitted by: Anita Jimenez
Deputy City Clerk

Date of Report: May 15, 2013

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

Joshua Rojo

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.
9:30 a.m., Town Center Hall

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(14)
	Irene Pasillas	(14)
	Vacant	(14)
	May Sharp	(13)
	Vacant	(13)
Moore	Juliet Ray	(14)
	Paula Minnehan	(14)
	Annie Petris	(13)
	Guadalupe Placencia	(13)
	Vacant	(13)
Rios	Mary Reed	(14)
	Charlotte Zevallos	(14)
	Vacant	(14)
	Vada Conrad	(13)
	Vacant	(13)
Rounds	Sadie Calderon	(14)
	Rita Argott	(14)
	Mary Arias	(13)
	Marlene Vernava	(13)
	Debra Cabrera	(13)
Trujillo	Mary Jo Haller	(14)
	Eleanor Connelly	(14)
	Margaret Bustos*	(14)
	Rosalie Miller	(13)
	A.J. Hayes	(13)

**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	(14)
	Miguel Estevez	(14)
	Kim Mette	(14)
	Cecilia Leader	(13)
	Frank Leader	(13)
Moore	Rosalie Miller	(14)
	Margaret Palomino	(14)
	Mary Jo Haller	(13)
	Lynda Short	(13)
	Bryan Collins	(13)
Rios	Francis Carbajal	(14)
	Mary Anderson	(13)
	Dolores H. Romero*	(13)
	Vacant	(14)
	Vacant	(13)
Rounds	Mark Scoggins*	(14)
	Marlene Vernava	(14)
	Vacant	(14)
	Vacant	(13)
	Vacant	(13)
Trujillo	Vacant	(14)
	Vacant	(14)
	Vacant	(14)
	Vacant	(13)
	Vacant	(13)

*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	(14)
	Josephine Santa-Anna	(14)
	Angelica Miranda	(13)
Moore	Arcelia Miranda	(14)
	Vacant	(13)
	Margaret Bustos*	(13)
Rios	Lydia Gonzales	(14)
	Manny Zevallos	(13)
	Gilbert Aguirre*	(13)
Rounds	Annette Rodriguez	(14)
	Janie Aguirre*	(13)
	Ted Radoumis	(13)
Trujillo	Dolores H. Romero*	(14)
	Gloria Duran*	(14)
	Alicia Mora	(13)

Organizational Representatives: Nancy Stowe
Evelyn Castro-Guillen
Elvia Torres
(SPIRITT 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 Gus Velasco Neighborhood Center Room 1

Membership: 9 Voting Members
 6 Non-Voting Members

APPOINTED BY	NAME	TERM EXP.
Gonzalez	Gloria Duran*	6/30/2014
Moore	May Sharp	6/30/2014
Rios	Paula Minnehan	6/30/2014
Rounds	A.J. Hayes	6/30/2014
Trujillo	Amparo Oblea	6/30/2014

Committee Representatives

Beautification Committee	Marlene Vernava	6/30/2013
Historical Committee	Larry Oblea	6/30/2013
Planning Commission	Manuel Zevallos	6/30/2013
Chamber of Commerce	Tom Summerfield	6/30/2013

Council/Staff Representatives

Council	Richard Moore
Council Alternate	Laurie Rios
City Manager	Thaddeus McCormack
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Asterisk indicates person currently serves on three committees*

HISTORICAL COMMITTEE

Meets Quarterly - The 1st. Tuesday of Jan. and the first Tuesday of April, July, and Oct.,
at 5:30 p.m., Carraige Barn

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Ed Duran	(14)
	Gilbert Aguirre*	(13)
	Janie Aguirre*	(13)
	Sally Gaitan	(13)
Moore	Astrid Gonzalez	(14)
	Tony Reyes	(14)
	Amparo Oblea	(13)
	Francine Rippy	(13)
Rios	Vacant	(14)
	Hilda Zamora	(14)
	Vacant	(13)
	Larry Oblea	(13)
Rounds	Vacant	(14)
	Vacant	(14)
	Mark Scoggins*	(13)
	Janice Smith	(13)
Trujillo	Vacant	(14)
	Alma Martinez	(14)
	Merrie Hathaway	(13)
	Vacant	(13)

**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	(14)
	Frank Leader	(14)
	Brandy Ordway-Roach	(13)
	Raul Miranda, Jr.	(14)
	Vacant	(13)
Moore	Jimmy Mendoza	(14)
	John Salgado	(14)
	Janet Rock	(13)
	Vacant	(13)
	Sheila Archuleta	(13)
Rios	Lynda Short	(14)
	Bernie Landin	(14)
	Vacant	(14)
	Sally Gaitan	(13)
	Fred Earl	(13)
Rounds	Kenneth Arnold	(14)
	Richard Legarreta, Sr.	(14)
	Luigi Trujillo	(14)
	Angelica Miranda	(13)
	Mark Scoggins*	(13)
Trujillo	Miguel Estevez	(14)
	Andrea Lopez	(14)
	Vacant	(13)
	Jesus Mendoza	(13)
	Arcelia Miranda	(13)

**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)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES
Council	Angel Munoz	6/30/2015
	Ron Biggs	6/30/2013
Personnel Advisory Board	Jim Contreras	6/30/2013
Firemen's Association	Wayne Tomlinson	6/30/2013
Employees' Association	Anita Ayala	6/30/2015

PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,
Chambers

Council

Membership: 5

APPOINTED BY

NAME

Gonzalez

Jaime Velasco

Moore

Manny Zevallos

Rios

Michael Madrigal

Rounds

Susan Johnston

Trujillo

Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

Meets the Second Tuesday 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*	(14)
	Josephine Santa-Anna	(14)
	Vacant	(13)
	Janie Aguirre*	(13)
	Ed Duran	(13)
Moore	Yoshi Komaki	(14)
	Yoko Nakamura	(14)
	Paul Nakamura	(14)
	Astrid Gonzales	(13)
	Pete Vallejo	(13)
Rios	Vacant	(14)
	Louis Serrano	(14)
	Vacant	(14)
	Amelia Acosta	(13)
	Jessie Serrano	(13)
Rounds	Vacant	(14)
	Vacant	(14)
	Gloria Vasquez	(13)
	Lorena Huitron	(13)
	Berta Sera	(13)
Trujillo	Vacant	(14)
	Vacant	(14)
	Gilbert Aguirre*	(13)
	Margaret Bustos*	(13)
	Vacant	(13)

*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	Amanda Tomsick	(14)
	Kimberly Mette	(14)
	Jimmy Mendoza	(13)
	Dominique Velasco	(14)
	Lucy Gomez	(13)
Moore	Martha Villanueva	(14)
	Vacant	(14)
	Mary K. Reed	(13)
	Peggy Radoumis	(13)
	Jeannette Wolfe	(13)
Rios	Charlotte Zevallos	(14)
	Francis Carbajal	(14)
	Marlene Vernava	(13)
	Doris Yarwood	(13)
	Vacant	(13)
Rounds	Manny Zevallos	(14)
	Susan Johnston	(14)
	Vacant	(14)
	Ted Radoumis	(13)
	Vacant	(13)
Trujillo	Vacant	(14)
	Andrea Lopez	(14)
	Dolores H. Romero*	(13)
	Marcella Obregon	(13)
	Vacant	(13)

**Asterisk indicates person currently serves on three committees.*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

APPOINTED BY	NAME
Gonzalez	Ruben Madrid
Moore	Lillian Puentes
Rios	Sally Gaitan
Rounds	Ted Radoumis
Trujillo	Greg Berg

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Council Chambers

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Dominique Walker	()
	Victoria Molina	()
	Felipe Rangel	(14)
	Victor Garza	(14)
Moore	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rios	Precious Ramirez	(14)
	Danielle Garcia	(14)
	Marisa Gonzalez	(15)
	Ariana Gonzalez	(13)
Rounds	Drew Bobadilla	(13)
	Andrea Valencia	(13)
	Laurence Ordaz	(16)
	Lisa Baeza	(13)
Trujillo	Paul Legarreta	(17)
	Martin Guerrero	(13)
	Cameron Velasco	(16)
	Kevin Ramirez	(13)