

AGENDA

ADJOURNED MEETINGS OF THE SANTA FE SPRINGS HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

DECEMBER 4, 2014 – 5:00 P.M.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

Juanita A. Trujillo, Mayor
Laurie M. Rios, Mayor Pro Tem
Richard J. Moore, Councilmember
William K. Rounds, Councilmember
Jay Sarno, Councilmember

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

Richard J. Moore, Councilmember
William K. Rounds, Councilmember
Jay Sarno, Councilmember
Laurie M. Rios, Mayor Pro Tem
Juanita A. Trujillo, Mayor

HOUSING SUCCESSOR

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

SUCCESSOR AGENCY

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

CITY COUNCIL

3. CITY MANAGER REPORT

NEW BUSINESS

4. Trucking Use Time Extension No. 12

Consideration of a request for an extension of Trucking Use Time Extension No. 12, to allow the continued operation and maintenance of a nonconforming truck and trailer parking and storage use located at 12027 Greenstone Avenue (APN: 8026-020-074 and APN: 8026-020-075), on a former landfill site, in the M-2, Heavy Manufacturing Zone, within the Consolidated Redevelopment Project Area.

(Arnold and June Silvey)

Recommendation: That the City Council grant a twenty (20) year extension of Trucking Use Time Extension No. 12, to Arnold Silvey and June Silvey on behalf of Silvey and Silvey, Inc., to continue the truck parking and storage use on the 2.32-acre, former landfill properties at 12027 Greenstone Avenue, subject to the conditions of approval set forth in the revised Memorandum of Understanding.

5. Community Facilities District No. 2002-1 (Bloomfield-Lakeland) - Annual Special Tax Levy Report for Fiscal Year 2013-14

Recommendation: That the City Council receive and file the Special Tax Levy Annual Report for Community Facilities District 2002-1 for Fiscal Year 2013-14.

6. Community Facilities District No. 2004-1 (Bloomfield-Florence) – Annual Special Tax Levy Report for Fiscal Year 2013-14

Recommendation: That the City Council receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2013-14.

PRESENTATION

7. Gus Velasco Neighborhood Center (GVNC) – “Gus’ Kitchen” Renovation Project

COUNCILMEMBER REQUESTED ITEM

8. Consideration of Policy Regarding Riders on Santa’s Float

Recommendation: That the City Council consider adopting a policy regarding qualifications for persons who ride on Santa's Float.

9. **CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Subdivision (d)(1) of Section 54956.9

VIDO ARTUKOVICH & SON, INC./ VIDMAR INC., v. City of Santa Fe Springs
Case No. BC525040

Please note: *Item Nos. 10 - 18 will commence in the 7:00 p.m. hour.*

10. **INVOCATION**

11. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

12. Representatives from the Chamber of Commerce

13. Representatives from the Youth Leadership Committee

14. **ANNOUNCEMENTS**

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

15. Committee Appointments

16. **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.

17. EXECUTIVE TEAM REPORTS

18. 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

City Clerk

November 26, 2014

Date



NEW BUSINESS

Trucking Use Time Extension No. 12

Consideration of a request for an extension of Trucking Use Time Extension No. 12, to allow the continued operation and maintenance of a nonconforming truck and trailer parking and storage use located at 12027 Greenstone Avenue (APN: 8026-020-074 and APN: 8026-020-075), on a former landfill site, in the M-2, Heavy Manufacturing Zone, within the Consolidated Redevelopment Project Area.
(Arnold and June Silvey)

RECOMMENDATION

That the City Council grant a twenty (20) year extension of Trucking Use Time Extension No. 12, to Arnold Silvey and June Silvey on behalf of Silvey and Silvey, Inc., to continue the truck parking and storage use on the 2.32-acre, former landfill properties at 12027 Greenstone Avenue, subject to the conditions of approval set forth in the revised Memorandum of Understanding.

BACKGROUND/DESCRIPTION OF REQUEST

The subject 2.32-acre site consists of two contiguous assessor parcels (APN: 8026-020-074 and APN: 8026-020-075, each of 1.16 acres and with a single address of 12027 Greenstone Avenue. The 2.32-acre site is located on the west side of Greenstone Avenue, north of Sunshine Avenue, south of Lakeland Road and west of Shoemaker Avenue. According to Los Angeles County Office of the Assessor, the site is developed with a 1,768 sq. ft. office building that was constructed in 1975 and a 7,140 sq. ft. metal building constructed in 1979. Both parcels, are located on a former landfill, and are owned by Silvey and Silvey, Inc.

At its meeting of March 23, 1989, the City Council passed Resolution No. 5325 adopting the Development Standards for Trucking Uses. The Development Standards set forth certain site improvements that must be complied with in conjunction with a Trucking Use Time Extension (TUTE) and was intended to upgrade the appearance of nonconforming trucking operations in exchange for the granting of a time extension to allow their continued operation.

City records indicate that, in 1974, Silvey Transportation Inc., was granted a Conditional Use Permit (CUP 183) for truck and trailer parking and storage on the subject properties. The CUP was granted to a large degree because the property is a former landfill (Kobra), thereby limiting its potential development. R&R Transportation, Inc., is the current trucking use that occupies the site.

The City Council will note that Ordinance No. 358, adopted in 1969, established a two-acre size limitation on trucking uses, and provided for a twenty-year amortization period. Pursuant to Section 155.656 (Trucking; Transit and Transportation Facilities), however, special consideration is given to trucking uses operated "on a site composed of filled land which cannot be better utilized for other industrial use." This consideration allows a trucking use conducted on filled land to exceed the two-acre size limitation, but does not waive the time limitation.

The Planning Commission and City Council, at their respective meetings held March 28 and April 14, 1994, approved a request by Arnold Silvey on behalf of Silvey Transportation, for a TUTE to continue the operation and maintenance of the truck and trailer parking and storage use. The TUTE was granted for five (5) years provided that the applicant did certain site improvements. If at the end of the initial five (5) years, all improvements were satisfactorily completed, staff anticipated recommending a twenty-year time extension. A Memorandum of Understanding (MOU) set forth the conditions of approval for the twenty-year TUTE. The MOU was between the property owners, Arnold L. Silvey and Leonard S. Silvey, and the City of Santa Fe Springs.

The applicant was able to successfully complete all the required site improvements within a year. As a result, the Planning Commission and City Council at their respective meetings of February 14 and February 23, 1995, granted an extension of TUTE No. 12 for twenty years, until February 23, 2015. The revised MOU set forth the conditions of approval for the twenty-year extension. As was previously done, the MOU was between the property owners, Arnold L. Silvey and Leonard S. Silvey, and the City of Santa Fe Springs.

On May 16, 2014, staff received a TUTE application from Arnold and June Silvey of Silvey and Silvey, Inc., requesting an extension of TUTE No. 12 for a period of twenty years. Attached to the application was a copy of the executed 1995 MOU. Since the TUTE expires in February 2015, the applicant was informed that staff could not, at this time, almost one year before the TUTE expires, present the case before the Planning Commission and City Council for consideration. Staff did, however, e-mail a copy of the MOU and asked the applicant to verify that all conditions as listed within the MOU were completed. Staff, subsequently, followed-up with an exterior inspection of the property and noted that the limbs of several trees along the frontage of the property extended into the utility lines and that several of the slats of the perimeter fence needed to be repaired or replaced. The applicant was subsequently informed of the results of the inspection and asked to address all issues observed.

On September 4, 2014, staff conducted a walk-through inspection of the property, with the owner's representative and the owner of R&R Transportation, Inc., to determine if the conditions of approval, as listed in the MOU, were complied with. Following the initial walk-through inspection the applicant was directed to comply with the following:

1. Provide a solid door for the trash enclosure
2. Replace any damaged and missing slats in the fence and gate. Paint to match existing fence.
3. Repair and/or replace the paved driveway (Condition E of MOU) extending from the front property line fifty (50) feet into the property.
4. Repair and/or replace all impervious surface area (asphalt, etc.) on the site.

On October 15, 2014, staff received an e-mail from the applicant stating that, "We have met all the City Requirements that have been requested." The e-mail was accompanied by several photographs showing the accomplishments and also listing them.

- Maintained front landscape and trimmed trees.
- Replaced front fence slats and painted off-color sections.
- Stephen Doreck Construction Inc. Tenant renewed business license.
- Produced a scale site plan of property.
- Installed heavy duty metal trash enclosure doors.
- Repaved 70' front entrance driveway and repaved lot potholes.

Staff has verified that the applicant has completed the aforementioned items; consequently, the applicant is now in full compliance with the conditions of approval as outlined in the MOU. Staff, therefore, determined that if the use continues to operate in strict compliance with the required conditions of approval as outlined in the MOU, the use will continue to be compatible with the surrounding developments and will not pose a nuisance risk to the public or environment.

At the Planning Commission meeting of November 10, 2014, staff requested that the Planning Commission make a recommendation to the City Council to grant a twenty-year extension of Trucking Use Time Extension No. 12, to continue the truck parking and storage use on the 2.32-acre, subject to the conditions of approval set forth in the revised MOU.

Commissioner Zamora moved the approval of the Item. Commissioner Ybarra seconded the motion which passed by a five to zero vote in favor.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", followed by the word "For" in a similar script.

Thaddeus McCormack
City Manager

Attachments:

Location Aerial

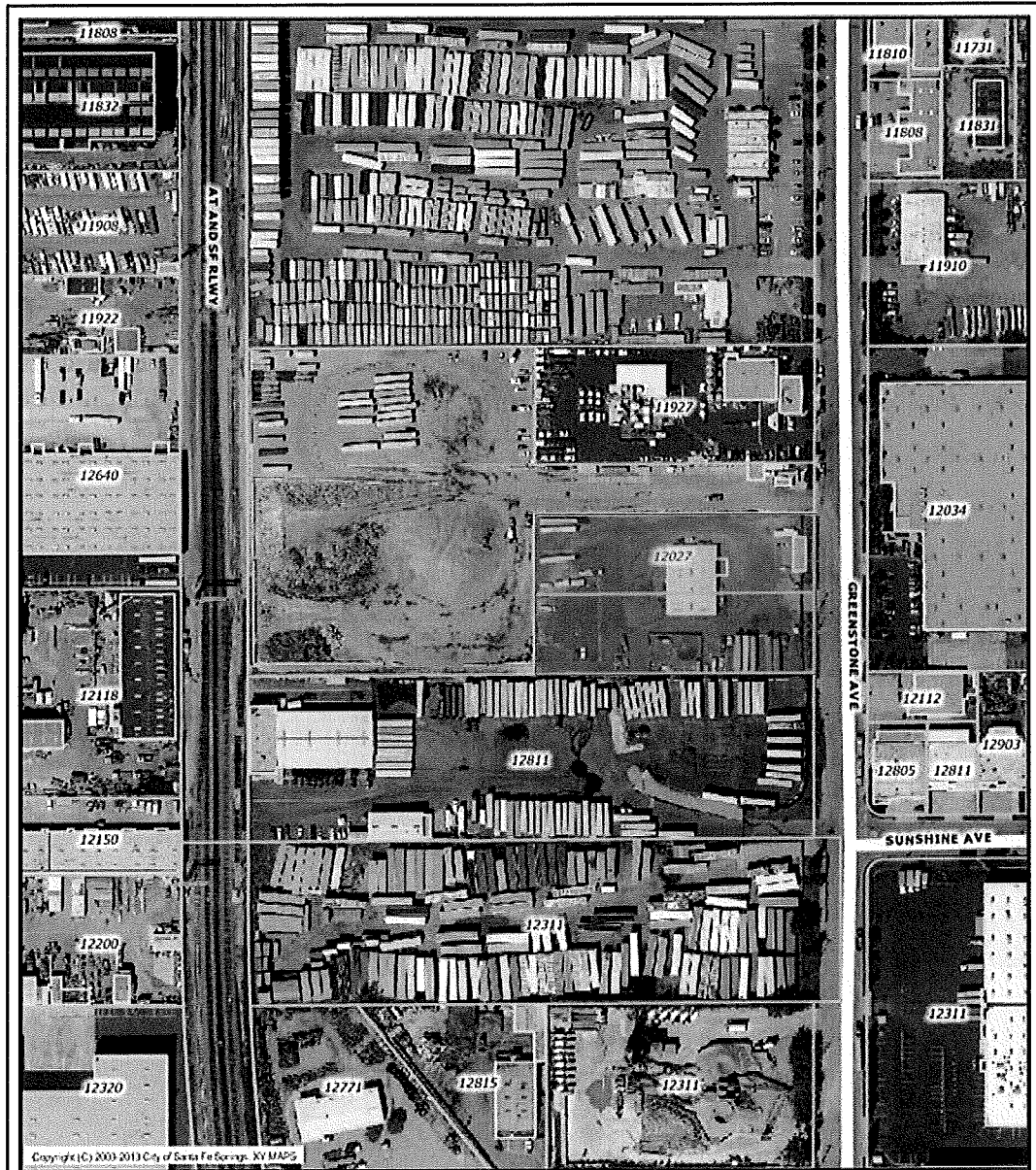
Site Plan

Staff Report of March 23, 1989 with Resolution 5325

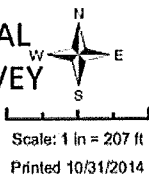
Memorandum of Understanding (1995)

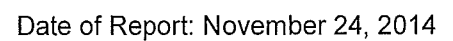
Memorandum of Understanding (2014)

Application for Trucking Use Time Extension



CITY OF SANTA FE SPRINGS-LOCATION AERIAL
TRUCKING USE TIME EXTENSION NO. 12-SILVEY
12027 GREENSTONE AVENUE





March 16, 1989

MEMORANDUM TO THE HONORABLE CITY COUNCIL

COUNCIL MEETING - MARCH 23, 1989

NEW BUSINESS

DEVELOPMENT STANDARDS - TRUCKING, TRANSIT, AND
TRANSPORTATION FACILITIES

Consideration of policy statement regarding development standards for extending non-conforming trucking facilities; adoption of Resolution No. 5325.

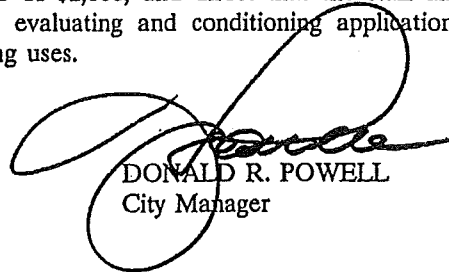
The City's Zoning Ordinance provides that when a legal non-conforming use becomes illegal due to the passage of time, application may be made to the Planning Commission for a time extension for termination of the use. The Planning Commission recommends an appropriate extension, if any, to the City Council, which makes the final determination.

There are approximately 45 trucking uses in the City which are currently illegally non-conforming. These uses include truck terminals, truck storage facilities, and truck service and repair facilities. Although the 20-year amortization period has expired for these uses, the continued availability of such trucking services locally is important to the City's current industrial base as well as its future economic development. Accordingly, the City Council has indicated a willingness to consider, on a case-by-case basis, requests for time extensions of non-conforming trucking uses.

It is recognized, however, that trucking uses, which are conducted primarily out-of-doors, have the potential to be unattractive. In extreme cases they can even be blighting influences on surrounding properties. In light of this, Council has directed staff to draft the attached Development Standards for Trucking Uses. If adopted by the Council, they will be used by staff and the Planning Commission in evaluating and conditioning applications for time extensions. The intention of these Standards is to insure that the physical facilities of any trucking use granted a time extension will conform, at a minimum, to present day development standards required of any new development. Because of the great amount of staff time that will be required to process applications, a filing fee of \$2,000 is being established by the Standards and by the adopting resolution.

RECOMMENDATION

That the City Council approve Resolution No. 5325, adopting Development Standards for Trucking Uses, including a filing fee of \$2,000, and direct that the staff and Planning Commission use these standards in evaluating and conditioning applications for time extensions of non-conforming trucking uses.



DONALD R. POWELL
City Manager

DRP:jc

RESOLUTION NO. 5325

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SANTA FE SPRINGS ADOPTING
DEVELOPMENT STANDARDS FOR TRUCKING USES.

WHEREAS, due to the passage of time many trucking uses in the City of Santa Fe Springs have become or soon will become illegally non-conforming; and

WHEREAS, the City's Zoning Ordinance provides that such uses may request time extensions from the City's Planning Commission; and

WHEREAS, the Planning Commission is charged with recommending to the City Council an appropriate time extension, if any, with the City Council making the final determination; and

WHEREAS, it is in the public interest for such uses, if extended by the City Council, to be physically up-graded to conform to the site development standards of new development; and

WHEREAS, a great deal of city staff time will be required to evaluate applications received for time extensions;

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

Section 1. The attached "Development Standards for Trucking Uses" are hereby adopted.

Section 2. City staff and the Planning Commission are directed to use these standards in considering and conditioning requests for the extension of non-conforming trucking uses;

Section 3. The application fee for extension requests is set at \$2000.00.

PASSED and ADOPTED this 23 day of March, 1989


MAYOR

ATTEST:


CITY CLERK

MEMORANDUM OF UNDERSTANDING
(revised 1995)

This Memorandum of Understanding ("MOU"), dated Feb. 24, 1995 is entered into by and between the City of Santa Fe Springs, a body corporate and politic of the State of California ("City"), and Arnold L. Silvey and Leonard S. Silvey ("Applicant"), the owners of the property located at 12027 Greenstone Avenue, upon which the subject trucking operation (Silvey Transportation Inc.) is conducted, and supersedes the previous MOU between the abovenoted parties.

1. Purpose of MOU.

The purpose of this MOU is to set forth the conditions under which the Applicant may continue the operation and maintenance of a nonconforming trucking use in the City of Santa Fe Springs. Section 51.17 of the City Zoning Ordinance allows for an extension of time for nonconforming uses if the City Council finds that circumstances so warrant.

On March 23, 1989, the City Council passed Resolution No. 5325 adopting the Development Standards for Trucking Uses. The Development Standards set forth certain site improvements that must be complied with in connection with a Trucking Use Time Extension. Recognizing that many trucking uses in the City have already become illegally nonconforming uses, it is the intent of the Development Standards to upgrade the appearance and operation of these illegally nonconforming uses in consideration for an extension of the termination date.

2. Responsibility of City.

The City of Santa Fe Springs hereby agrees to grant an extension of the required termination date for the nonconforming trucking use, thereby allowing the lawful continuation of the Silvey Transportation Inc. truck and trailer parking and storage use on the subject site for a period of twenty (20) years, until February 23, 2015.

3. Responsibility of Applicant.

The Applicant agrees to fully and on an ongoing basis for the term of this MOU comply with all of the conditions of approval as set forth in No. 4. Failure to comply with any of the conditions of approval within the prescribed time period will be considered a breach of this MOU.

4. Conditions of Approval.

The City Council hereby grants to Arnold L. Silvey and Leonard S. Silvey an extension of Trucking Use Time Extension No. 12 to allow Silvey Transportation Inc. to continue use of the subject 2.32 acre former landfill site located at 12027 Greenstone Avenue for truck and trailer parking and storage subject to the following conditions:

- A. That the applicant shall maintain in a satisfactory condition the eight (8) foot high chain link fence provided with redwood slats for screening purposes located along the entire length of the twenty (20) foot front yard setback line (as measured from the Greenstone Avenue front property line), exclusive of the existing driveway which shall be served by an eight foot high rolling gate with redwood slats.
- B. That the applicant shall maintain in conformance with the previously approved landscape and irrigation plan on file with this case the onsite and parkway landscape areas of the subject property.
- C. That the applicant shall continue to maintain the property in a clean and orderly manner; that abandoned or inoperative vehicles and unused vehicle parts shall not be kept or stored within the outdoor yard area, and that the property shall continuously be kept free of weeds, trash, debris and vehicle parts.
- D. That the existing metal maintenance building located in the middle of the property that has been lawfully provided with a wood exterior facade treatment shall be maintained in compliance with the Zoning Regulations of the City Code regarding metal buildings.
- E. That the applicant shall maintain in satisfactory condition the paved driveway pad extending from the front property line fifty (50) feet westward into the property.
- F. That a sufficient number of approved outdoor trash enclosures shall continuously be provided on the site subject to the approval of the Director of Planning and Development
- G. That the applicant shall provide all public improvements needed to serve the subject site as determined by the City Engineer. Said public improvements shall be installed in accordance with City specifications and the requirements of the City Engineer.
- H. That the subject use shall be maintained at all times in strict conformance with the final plot plan, elevations and landscape plan prepared for and on file with the subject request.
- I. That all other requirements of the City Zoning Ordinance, Building Code, Property Maintenance Ordinance, Fire Code and all other applicable regulations shall be complied with.

5. Assignment.

The entitlement granted herein may not be transferred without the prior written consent of the City.

6. Institution of Legal Actions.

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or obtain any other remedy consistent with the purpose of this MOU. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California.

7. Applicable Law.

The laws of the State of California shall govern the interpretation and enforcement of this MOU.

8. Notices, Demands and Communications Between the Parties.

Formal notices, demands and communications between the City and the Applicant shall be given by personal service or registered or certified mail, postage prepaid, return receipt requested, to the principal offices of City and Applicant, as set forth below. Such written notices, demands and communications may be sent in the same manner to such other addresses either party may from time to time designate by mail as provided in this MOU.

To City: Director of Planning and Development
City Hall, Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670-3658

To Applicant's Representative: Arnold L. Silvey or Leonard S. Silvey
Silvey Transportation Inc.
3170 Fourth Street
Livermore, CA
94550

9. Conflict of Interest.

- (a) No member, official or employee shall have any personal interest, direct or indirect, in this MOU, nor shall any such member, official or employee participate in any decision relating to the MOU which effects his personal interest or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

- (b) Applicant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this MOU. Third parties, for the purposes of this clause, shall not include persons to whom fees were paid for professional services if rendered by attorneys, accountants, engineers, architects and the like when such fees are considered necessary by Applicant.

10. Non-Liability of City or City Officials or Employees.

No member, official or employee of the City of Santa Fe Springs shall be personally liable to Applicant in the event of any default or breach by City or for any amount which may become due to Applicant on any obligations under the terms of this MOU.

IN WITNESS WHEREOF, City and Applicant have signed this Memorandum of Understanding as of the dates set below their signatures.

CITY OF SANTA FE SPRINGS

By: [Signature]
Director of Planning and Development

Date: February 24, 1995

ATTEST: [Signature]
Secretary

APPLICANT/PROPERTY OWNER

By: [Signature]

Title: Pres.

Date: 3-3-95

[Signature]
U.P.
3-3-95

MEMORANDUM OF UNDERSTANDING
(revised 2014)

This Memorandum of Understanding ("MOU"), dated December _____, 2014 is entered into by and between the City of Santa Fe Springs, a body corporate and politic of the State of California ("City"), and Arnold L. Silvey and June Silvey ("Applicant"), the owners of the property located at 12027 Greenstone Avenue, upon which the subject trucking operation is conducted, and supersedes the previous MOU between the above noted parties.

1. Purpose of MOU.

The purpose of this MOU is to set forth the conditions under which the Applicant may continue the operation and maintenance of a nonconforming trucking use in the City of Santa Fe Springs. Section 155.401 of the City Zoning Ordinance allows for an extension of time for nonconforming uses if the City Council finds that circumstances so warrant.

On March 23, 1989, the City Council passed Resolution No. 5325 adopting the Development Standards for Trucking Uses. The Development Standards set forth certain site improvements that must be complied with in connection with a Trucking Use Time Extension. Recognizing that many trucking uses in the City have already become illegally nonconforming uses, it is the intent of the Development Standards to upgrade the appearance and operation of these illegally nonconforming uses in consideration for an extension of the termination date.

2. Responsibility of City.

The City of Santa Fe Springs hereby agrees to grant an extension of the required termination date for the nonconforming trucking use, thereby allowing the lawful continuation of the truck and trailer parking and storage use on the subject site for a period of twenty (20) years, until February 23, 2015.

3. Responsibility of Applicant.

The Applicant agrees to fully and on an ongoing basis for the term of this MOU comply with all of the conditions of approval as set forth in No. 4. Failure to comply with any of the conditions of approval within the prescribed time period will be considered a breach of this MOU.

4. Conditions of Approval.

The City Council hereby grants to Arnold L. Silvey and June Silvey an extension of Trucking Use Time Extension No. 12 to allow. to continue use of the subject 2.32 acre former landfill site located at 12027 Greenstone Avenue for truck and trailer parking and storage subject to the following conditions:

- A. That the applicant shall maintain in a satisfactory condition the eight (8) foot high chain link fence provided with redwood slats for screening purposes located along the entire length of the twenty (20) foot front yard setback line (as measured from the Greenstone Avenue front property line), exclusive of the existing driveway which shall be served by an eight foot high rolling gate with redwood slats.
- B. That the applicant shall maintain in conformance with the previously approved landscape and irrigation plan on file with this case the onsite and parkway landscape areas of the subject property.
- C. That the applicant shall continue to maintain the property in a clean and orderly manner; that abandoned or inoperative vehicles and unused vehicle parts shall not be kept or stored within the outdoor yard area, and that the property shall continuously be kept free of weeds, trash, debris and vehicle parts.
- D. That the existing metal maintenance building located in the middle of the property that has been lawfully provided with a wood exterior facade treatment shall be maintained in compliance with the Zoning Regulations of the City Code regarding metal buildings.
- E. That the applicant shall maintain in satisfactory condition the paved driveway pad extending from the front property line fifty (50) feet westward into the property.
- F. That a sufficient number of approved outdoor trash enclosures shall continuously be provided on the site subject to the approval of the Director of Planning and Development
- G. That the applicant shall provide all public improvements needed to serve the subject site as determined by the City Engineer. Said public improvements shall be installed in accordance with City specifications and the requirements of the City Engineer.
- H. That the subject use shall be maintained at all times in strict conformance with the final plot plan, elevations and landscape plan prepared for and on file with the subject request.
- I. That all other requirements of the City Zoning Ordinance, Building Code, Property Maintenance Ordinance, Fire Code and all other applicable regulations shall be complied with.

5. Assignments.

The entitlement granted herein may not be transferred without prior written consent of the City.

6. Institution of Legal Actions.

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or obtain any other remedy consistent with the purpose of this MOU. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California.

7. Applicable Law.

The laws of the State of California shall govern the interpretation and enforcement of this MOU.

8. Notices, Demands and Communications Between the Parties.

Formal notices, demands and communications between the City and the Applicant shall be given by personal service or registered or certified mail, postage prepaid, return receipt requested, to the principal offices of City and Applicant, as set forth below. Such written notices, demands and communications may be sent in the same manner to such other addresses either party may from time to time designate by mail as provided in this MOU.

To City: Director of Planning
City Hall, Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670-3658

To Applicant's Representative: Arnold L. Silvey or June Silvey
Silvey and Silvey Inc.
11140 Tesla Road
Livermore, CA 94550

9. Conflict of Interest.

- (a) No member, official or employee of the City shall have any personal interest, direct or indirect, in this MOU, nor shall any such member, official or employee participate in any decision relating to the MOU which affects his personal interest or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

6. (b) Applicant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this MOU. Third parties, for the purposes of this clause, shall not include persons to whom fees were paid for professional services if rendered by attorneys, accountants, engineers, architects and the like when such fees are considered necessary by Applicant.

10. Non-Liability of City or City Officials or Employees.

No member, official or employee of the City of Santa Fe Springs shall be personally liable to Applicant in the event of any default or breach by City or for any amount which may become due to Applicant on any obligations under the terms of this MOU.

IN WITNESS WHEREOF, City and Applicant have signed this Memorandum of Understanding as of the dates set below their signatures.

CITY OF SANTA FE SPRINGS

By: _____
Director of Planning

Date: _____

ATTEST: _____
City Clerk

APPLICANT/PROPERTY OWNER

By: _____

Title: _____

Date: _____

APPLICATION FOR TRUCKING USE TIME EXTENSION

The undersigned hereby applies for a Trucking Use Time Extension, a request to continue the operation and maintenance of a nonconforming trucking use on property located at:

12027 Greenwood Ave. Shelby to Springs Ca.
(Site Address)

Applicant's Name: Silvey + Silvey, Inc Phone Number: (925)-455-9509

Mailing Address: 11140 Tesla Rd. Livermore, CA. 94550

Recorded Owner of Property: Silvey + Silvey, Inc.

Mailing Address: 11140 Tesla Rd. Livermore, CA. 94550

Phone Number: (925) 455-9509 Term of Existing Lease: Term to 2-28-15

Please answer the following questions concerning the trucking operation. Attach an additional sheet if necessary.

1. How many trucks, tractors and trailers will operate from the site and/or be parked or stored?
maybe 20 in and out
2. How many trips per day will be generated to and from the site?
maybe 20 in and out
3. What are the days and hours of operation? How many shifts per day?
6 days - 6am to 6pm - 1 shift
4. How many employees will operate on or from the site on the largest shift?
4 employees on site - 5 drivers in + out
5. Describe the type of products stored and/or shipped from the site.
*nothing stored on property
Hauls Foodstuff.*

05-65-14 101,4439

CHECK 3449,00

Please answer the following questions regarding the property. Attach an additional sheet if necessary.

1. Size and dimensions of site (provide a site plan). *- ATTACHED*
240' x 400' - 2.31 acre
2. Size and type of buildings or structures currently located on the site.
Shop building - 70' x 100' - Office - 750' sq. ft.
3. Size and type of buildings or structures proposed on the site.
none proposed
4. Is the property included on the attached Identified Hazardous Waste and Substances Sites list? (Please complete and sign the attached Statement).
*Research done on 514 properties listed in Calif.
Not on list.*

I/We, the undersigned, state that I/we are the owners of all the property involved in this application:

Name (please print): Arnold Silvey Phone: 925-455-9509

Mailing Address: 11140 Tesla Rd Livermore Ca 94550

Signature: _____

Name (please print): June Silvey Phone: 925-455-9509

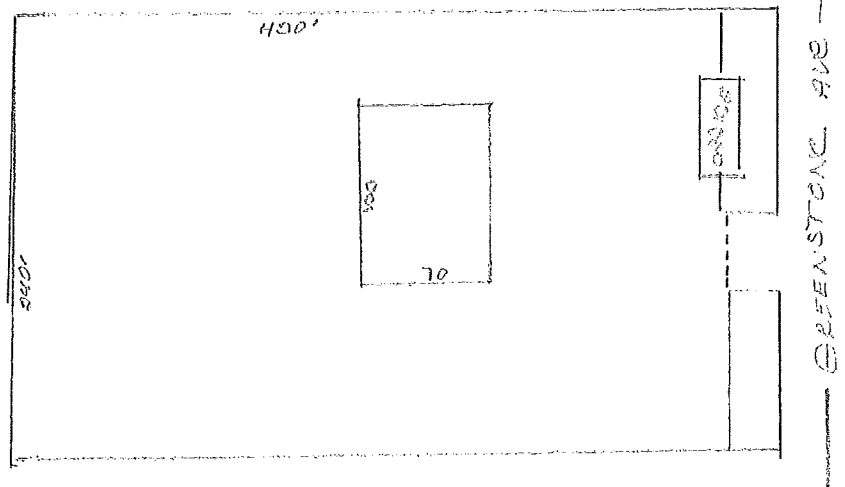
Mailing Address: 11140 Tesla Rd Livermore Ca 94550

Signature: June Silvey

05-16-14 101 4439

CHECK 3661.00

19037 Greenstone Ave
Santa Fe, Springs, CO.



11-4-14

City of Santa Fe Springs, Co.

Have applying for a renewal term
of 30 years.

The last tenant was in for 18 and
the tenant would like to renew for renewal
years.


June Silvey
Silvey & Silvey, Inc.

STATE OF CALIFORNIA)
Alameda (2) ss.
COUNTY OF LOS ANGELES)

Signature: Ernest D. [Signature]
(If signed by other than the Record Owner, written authorization must be attached to this application.)

Notary Public

Or

 **JAMES D. LAMB**
Commission # 2035283
Notary Public - California
Alameda County
My Comm. Expires Jul 30, 2017

CASE NO: _____
DATE FILED: _____
FILING FEE: _____
RECEIPT NO: _____
APPLICATION COMPLETE? _____

Date of Report: November 24, 2014

CITY OF SANTA FE SPRINGS

NOTICE TO DEVELOPMENT PROJECT APPLICANTS

Regarding: Compliance with State Government Code Section 69562.5(e)

The City of Santa Fe Springs cannot accept an application for any development project as complete until the applicant has consulted the latest Identified Hazardous Waste and Substances Sites List prepared pursuant to State Government Code Section 65962.5(e) and submitted a signed statement indicating whether or not the proposed development project is to be located on a site which is included on said list.

APPLICANT'S STATEMENT OF PROPERTY STATUS

I, Arnold Silver hereby attest that I am the applicant for a development project on property located at 10007 Greenstone Ave. Santa Fe Springs, Ca Santa Fe Springs, California. I further attest that I have consulted the latest Identified Hazardous Waste and Substances Sites List prepared pursuant to State Government Code Section 69562.5(e) and determined that the development project proposed on the above-described property (is)/(is not) located on a site which is included on the said list.

Arnold Silver
Signature of Applicant

11-11-14

Date

owner

Title (owner/agent)

11140 Tesla Rd.

Mailing Address

Livermore, Ca. 94550

925-455-9509

Phone Number



City of Santa Fe Springs

City Council Meeting

December 4, 2014

NEW BUSINESS

Community Facilities District No. 2002-1 (Bloomfield-Lakeland) - Annual Special Tax Levy Report for Fiscal Year 2013-14

RECOMMENDATION

That the City Council receive and file the Special Tax Levy Annual Report for Community Facilities District 2002-1 for Fiscal Year 2013-14.

BACKGROUND

The Mello-Roos Community Facilities Act of 1982 requires that an annual special tax levy report be prepared for each Community Facilities District (CFD). This report must detail the special taxes that are levied within a CFD and any construction activity at the time the report is prepared. The methodology and amounts to be levied were established at the time the CFD was formed.

FISCAL IMPACT

Repayment of the bonds and payment of services are secured by the special taxes levied on all property within the CFD, other than those properties that are exempt as provided in the respective rate and method of apportionment. Annual administrative expenses are also funded through the annual special tax levy.

INFRASTRUCTURE IMPACT

Maintenance costs associated with infrastructure within the boundaries of the CFD will be funded by the CFD.

FOR 
Thaddeus McCormack
City Manager

Attachment:

Special Tax Levy Annual Report for CFD 2002-1 for Fiscal Year 2013-14



Harris & AssociatesSM

SHAPING THE FUTURE ONE PROJECT AT A TIME.

Special Tax Levy Annual Report

for

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

Fiscal Year 2013-14

Submitted to:
**City of Santa Fe Springs
Los Angeles County, California**

November 11, 2014

**CITY OF SANTA FE SPRINGS
COMMUNITY FACILITIES DISTRICT NO. 2002-1
(Bloomfield-Lakeland)**

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APPENDIX

Exhibit A	Boundary Map
Exhibit B	Amended Rate and Method of Apportionment of Special Taxes
Exhibit C	Payment Agreement
Exhibit D	Debt Service Schedule
Exhibit E	Special Tax Roll

INTRODUCTION

The City Council of the City of Santa Fe Springs established Community Facilities District No. 2002-1 (Bloomfield-Lakeland) for the purpose of constructing, maintaining and the administration of certain public improvements. The District established a Rate and Method of Apportionment of Special Tax and a Payment Agreement as shown in the Appendix as Exhibit B.

A map showing the boundaries of CFD No. 2002-1 is included in the Appendix of this report as Exhibit A. In compliance with the proceedings governing the formation of CFD No. 2002-1, the special tax has been levied on each assessable parcel within the District according to the provisions of the Rate and Method of Apportionment of Special Taxes as shown in the Appendix as Exhibit B.

The City of Santa Fe Springs granted the Development Plan Approval ("DPA No. 737-739") authorizing the principle sum of \$800,000 on March 14, 2002. The Payment Agreement that was provided for in the DPA established a repayment period that was to commence the 1st day of the month following the Permit Anniversary Date and continue until the Payment Sum has been paid in full (approximately 175 months or 14.5 years).

The payments should have commenced in Fiscal Year 2003-04 and continued until Fiscal Year 2016-17 (established by the Permit Issue dates according to the Rate and Method of Apportionment). As of the close of Fiscal Year 2009-10, no payments had been received from the property owners in CFD 2002-1.

It was determined by the City Finance Department and legal council to amend the Rate and Method of Apportionment with a revised Payment Schedule to begin collecting payments commencing in Fiscal Year 2011-12. The Amended and Restated Rate and Method of Apportionment of Special Tax was approved in a property owner special election on July 14, 2011.

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

The City agreed to waive the interest and maintenance cost associated with the District for the years prior to fiscal year 2011-12. The annual street maintenance will continue as originally established in the Rate and Method of Apportionment and will also be levied on the county tax bill as long as the City provides for the maintenance of streets within the District.

I. FACILITIES AND SERVICES FINANCED BY THE DISTRICT

The public facilities financed by CFD No. 2002-1 include all or a portion of design, construction, indirect costs (fees) and administration relating to the following improvements: the grading and construction of streets, curbs, gutters, sidewalks, street lighting, storm drainage, water, sewer and utility improvements (both on and off-site) to serve the area within the boundaries of CFD No. 2002-1, together with appurtenances and appurtenant work. All improvements are complete.

In addition to the improvements above, the CFD is anticipated to cover the on-going costs for maintenance services and administration of those improvements.

Development Status

Construction was completed for the whole project on May 16, 2003. The total Assessed Value and number of properties sold since 2003 are shown in the following table.

**TABLE 1
PARCEL STATUS**

<u>Development Status</u>	<u>Total Parcels FY 2013-14</u>	<u>Total Assessed Value FY 2013-14</u>	<u>Properties Sold Since FY 2012-13</u>
Developed Non-Residential Property	3	\$ 39,615,446	1
Undeveloped Non-Residential Property	0	\$ -	0
Total	3	\$ 39,615,446	1

II. IMPROVEMENT AREA

The Rate and Method of Apportionment of the Special Tax for Services establishes the apportionment of Special Taxes for Capital Improvements.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment (RMA).

The Special Tax amount attributed to each parcel is apportioned by the relative square footage of the building on each property. As of the date the district was Amended and Restated in July 2011, all the development was complete and the annualized tax schedule commenced for each property according to the revised payment schedule. The following table represents the annualized tax schedule.

**TABLE 2
COMMUNITY FACILITIES DISTRICT**

Address	Bldg SF	Total Obligation	Amortized Annual Expense	Amortized Annual Exp./SF
11020 Bloomfield	84,651	\$148,410.28	\$15,032.03	\$0.1776
11130 Bloomfield	240,252	\$421,210.24	\$42,663.12	\$0.1776
11320 Bloomfield	131,405	\$230,379.48	\$23,334.45	\$0.1776
	456,308	\$800,000.00	\$81,029.60	

III. SPECIAL TAX FOR SERVICES

The Rate and Method of Apportionment of the Special Tax for Services establishes the apportionment of Street Maintenance Services.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to their proportional share of the Street Maintenance Services based on the relative square footage of the building on each property in accordance with the amended Rate and Method of Apportionment. The annual Street Maintenance Service for fiscal year 2013-14 was \$5,579.60 which included a CPI increase of 1.3% over fiscal year 2012-13.

The following table represents the proportional spread of maintenance services tax and administrative fees for fiscal year 2013-14.

TABLE 3

STREET MAINTENANCE

Address	Bldg SF	Annual Expense	Annual Exp./SF
11020 Bloomfield	84,651	\$1,035.09	\$0.01223
11130 Bloomfield	240,252	\$2,937.73	\$0.01223
11320 Bloomfield	131,405	\$1,606.78	\$0.01223
	456,308	\$5,579.60	

IV. ADMINISTRATIVE FEES

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to their proportional share of the Administrative Fees based on the relative square footage of the building on each property in accordance with the amended Rate and Method of Apportionment. The annual Administrative Fee was \$6,716.19 which included a CPI increase of 1.3% over fiscal year 2012-13.

The following table represents the proportional spread of the administrative fees for fiscal year 2013-14.

TABLE 4

ANNUAL ADMINISTRATION FEE

Address	Bldg SF	Annual Administration	Annual Exp./SF
11020 Bloomfield	84,651	\$1,245.94	\$0.01472
11130 Bloomfield	240,252	\$3,536.16	\$0.01472
11320 Bloomfield	131,405	\$1,934.09	\$0.01472
	456,308	\$6,716.19	

V. SOURCES AND OBLIGATIONS

A statement showing the Sources and Obligations of special tax funds for CFD No. 2002-1 for Fiscal Year 2013-14 is presented in the following table. The Special Tax Requirement for Fiscal Year 2013-14 was determined as specified in the adopted Rate and Method of Apportionment of the Special Tax.

TABLE 5
SOURCES AND OBLIGATIONS

<u>SOURCES</u>	Fiscal Year 2012-13 Amount	Fiscal Year 2013-14 Amount
Annual Special Tax Roll		
Developed Property	\$93,167.60	\$93,325.39
Undeveloped Property	\$0.00	\$0.00
Subtotal	\$93,167.60	\$93,325.39
TOTAL SPECIAL TAXES FROM ALL SOURCES	\$93,167.60	\$93,325.39
<u>OBLIGATIONS</u>		
Debt Service	\$81,029.60	\$81,029.60
Special Tax for Maintenance Services	\$5,508.00	\$5,579.60
Administration and Incidentals	\$6,630.00	\$6,716.19
2013 Fund Balance (Reserve)	\$0.00	\$0.00
Subtotal	\$93,167.60	\$93,325.39
Surplus/Shortage to District	\$0.00	\$0.00
TOTAL OBLIGATIONS FOR SPECIAL TAXES	\$93,167.60	\$93,325.39

VI. SPECIAL TAX ROLL

The Special Tax Roll lists the special tax levy on each parcel within the boundaries of CFD No. 2002-1 for Fiscal Year 2013-14. A copy of the Special Tax Roll is included in the Appendix of this report as Exhibit E.

EXHIBIT A
Boundary Map

CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

FILED THIS _____ DAY OF _____, 2002 AT THE HOUR OF _____ O'CLOCK _____ M.; IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

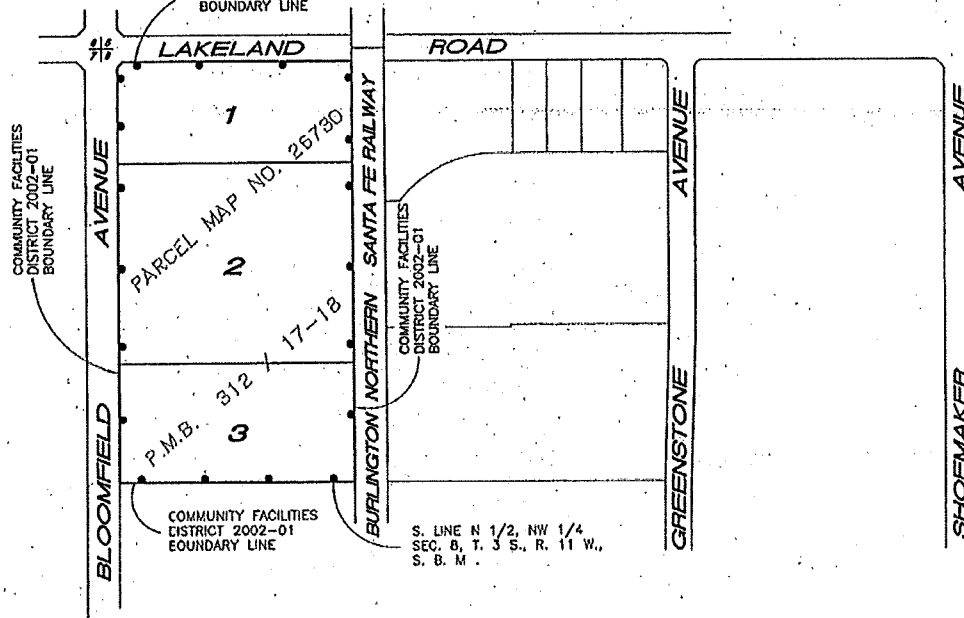
COUNTY RECORDER,
COUNTY OF LOS ANGELES

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2002-1 (GLOOMFIELD-LAKELAND), CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, AT A MEETING THEREOF, HELD ON THE 24th DAY OF JULY, 2002, BY ITS RESOLUTION NO. 6730

COPY of Document Recorded
03-0075601.....
 Has not been compared with original.
 Original will be returned when
 process of transcription is completed.
 106 Ave. U.S. District Court - Recorder



COMMUNITY FACILITIES
DISTRICT 2002-01
BOUNDARY LINE



NOTE:
FOR ASSESSMENT PARCEL
DETAILS SEE SHEET 2

LEGEND:

INDICATES COMMUNITY FACILITIES
DISTRICT 2002-1 BOUNDARY LINE.

NOTE:

RIGHTS-OF-WAY AND EASEMENTS TO BE ACQUIRED FOR THE IMPROVEMENTS TO BE MADE FOR THIS ASSESSMENT DISTRICT SHALL NOT BE SUBJECT TO THE LIEN OF ASSESSMENTS LEVIED ON ASSESSMENT PARCELS SHOWN ON THIS DIAGRAM.

REFERENCE IS HEREBY MADE TO THE MAPS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF LOS ANGELES FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREIN, WHICH MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS.

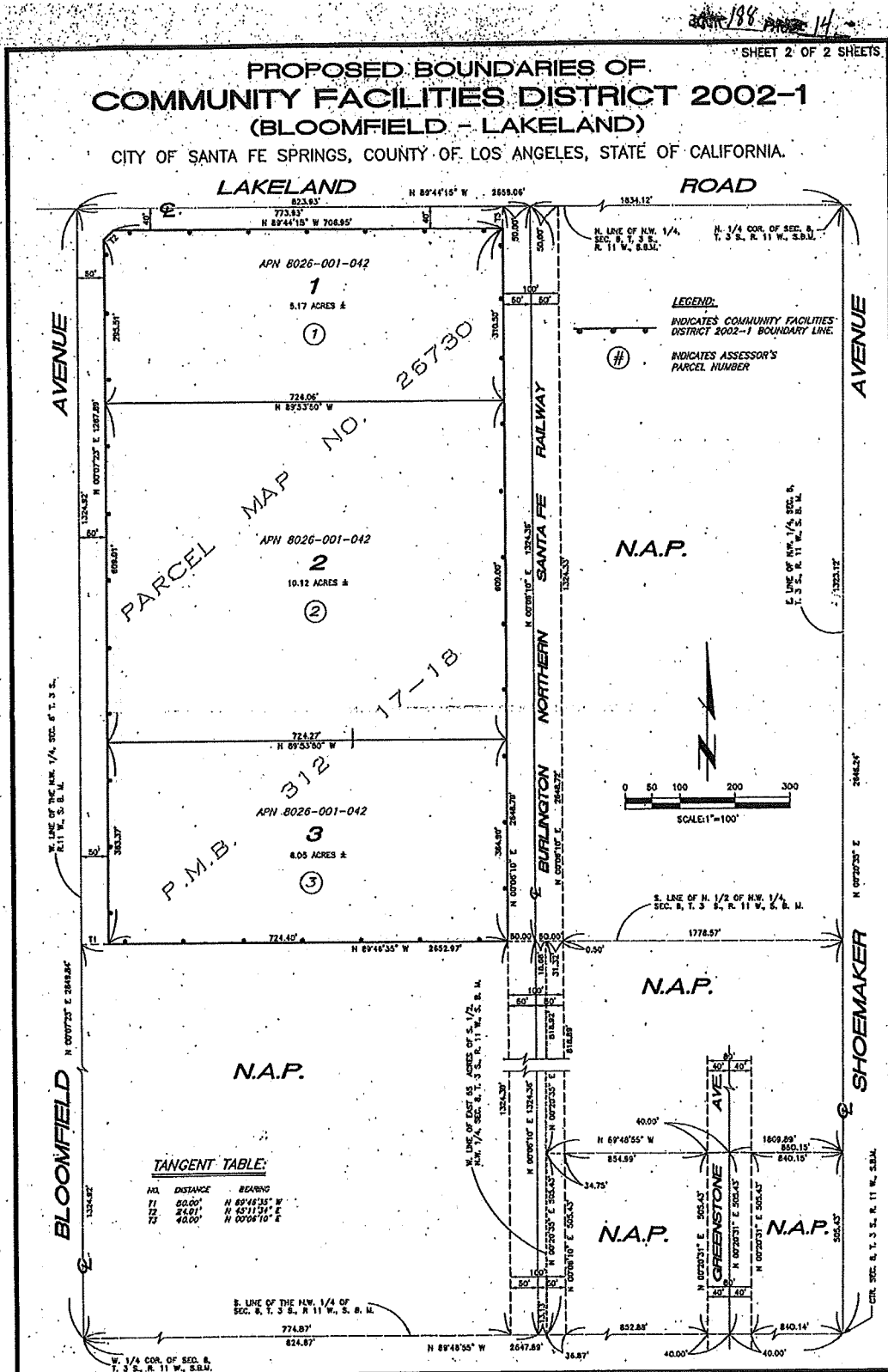


EXHIBIT B

Amended and Restated Rate and Method of Apportionment of the Special Tax



Rate and Method of Apportionment of Special Tax

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

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

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

"Annual Debt Service" means the annual amount of principal and interest required to satisfy the \$800,000 loan amount set forth in the Payment Agreement, over a 15 year period commencing Fiscal Year 2011-12 (assuming no delinquencies) at an interest rate of 5.75%, assuming level payments.

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

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

Rate and Method of Apportionment of Special Tax

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

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

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

"City" means the City of Santa Fe Springs.

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

"County" means the County of Los Angeles.

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

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

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

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

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

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

"Parcel" means Assessor's Parcel.

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

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

Rate and Method of Apportionment of Special Tax

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

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

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

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

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

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

"State" means the State of California.

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

B. CLASSIFICATION OF PROPERTIES

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

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

C. SPECIAL TAX FOR PAYMENT AMOUNT RATE

Maximum Special Tax for Payment Amount

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

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

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

Rate and Method of Apportionment of Special Tax

D. MANNER OF COLLECTION OF SPECIAL TAXES

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

E. PREPAYMENT OF SPECIAL TAX FOR PAYMENT AMOUNT

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

F. TERM OF SPECIAL TAX FOR PAYMENT AMOUNT

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

G. SPECIAL TAX FOR MAINTENANCE RATE

Maximum Special Tax for Maintenance

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

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

H. TERM OF SPECIAL TAX FOR MAINTENANCE

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

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

I. EXEMPTIONS

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

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

Rate and Method of Apportionment of Special Tax

J. ENFORCEMENT

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

EXHIBIT C
PAYMENT AGREEMENT

EXHIBIT C
Payment Agreement

PAYMENT AGREEMENT

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

Recitals

- A. Developer intends to develop that certain real property located in City, legally described in Exhibit "A", attached hereto (the "Property").
- B. On March 11, 2002, City's Planning Commission granted Development Plan Approval ("DPA No. 737-739") for Developer's proposed development of the Property (the "Project"); on March 14, 2002, the Community Development Commission of the City of Santa Fe Springs also approved DPA No. 737-739. A copy of DPA No. 737-739 is attached hereto as Exhibit "B", and is incorporated by reference as though fully set forth herein.
- C. DPA No. 737-739 provides that the parties may enter into this Agreement.
- D. Developer intends to apply for a subdivision of the Property ("Proposed Subdivision"), pursuant to which the Property would be divided into three (3) separate legal parcels. A number of the conditions contained in DPA No. 737-739, including, but not limited to, those described in Section 1 below, were imposed in anticipation of said Proposed Subdivision (the "Proposed Subdivision Conditions").
- E. The conditions imposed in conjunction with DPA No. 737-739 were intended to address all impacts anticipated by the City and likely to arise in connection with the full permitting and development of the Project ("Anticipated Impacts").

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

1. Developer shall pay to City the principal sum of \$800,000.00 (the "Payment Sum") in accordance with the provisions of this Agreement, which payment shall constitute full satisfaction of the following, except as set forth in Sections 2 and 3, below:
 - (i) Developer's obligations set forth in DPA No. 737-739 Condition Nos. 5, 6, 7, 14, 21, 22, 25, 26.a and 27, as well as similar conditions that may be imposed in respect of the Anticipated Impacts, including similar conditions that may be imposed in respect of the Proposed Subdivision Conditions. Developer shall not be obligated to construct any of the items described in such conditions, and City holds Developer harmless from and against such obligations, notwithstanding: (a) the fact that the Payment Sum has not yet been fully paid (so long as Developer is making payments in accordance with Section 4 below); and (ii) the failure of City to commence or complete such construction (although the City shall have no obligation to Developer to undertake such construction).



EXHIBIT C
Payment Agreement

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

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

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

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

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

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

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



EXHIBIT C
Payment Agreement

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

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

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

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

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



EXHIBIT C
Payment Agreement

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

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

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

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

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

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

EXHIBIT C
Payment Agreement

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

City of Santa Fe Springs

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

Bloomfield Partners LLC, a Delaware
limited liability company

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

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

By: 



LEGAL DESCRIPTION OF PROPERTY

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

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

STRIP NO. 1; BLOOMFIELD AVENUE:

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

STRIP NO. 2; LAKELAND ROAD:

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

STRIP NO. 3; CORNER CUT-OFF:

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

THENCE SOUTHERLY 17.00 FEET ALONG SAID EAST LINE;

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

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

DESCRIBED PARCEL CONTAINS 21.35 ACRES MORE OR LESS.



March 12, 2002

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

RE: Development Plan Approval Case No. 737-739

Dear Mr. Rooney:

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

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

SUGGESTED CONDITIONS OF APPROVAL

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

Louie Gonzalez, Mayor • Ronald S. Kimes, Mayor Pro-Tempore
City Council
George Minnelian • Benny Putnam • Gustavo R. Velasco
City Manager
Frederick W. Latham

EXHIBIT C
Payment Agreement

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



EXHIBIT C
Payment Agreement

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

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



EXHIBIT C
Payment Agreement

C. Covenants.

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



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

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



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

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



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

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



EXHIBIT C
Payment Agreement

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



EXHIBIT C
Payment Agreement

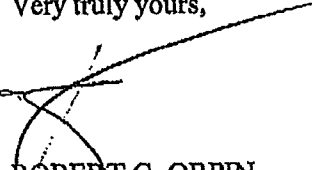
46. The applicant understands that other than indicated within these conditions, the applicant shall comply with the requirements of the City's Zoning Ordinance, Building Code, Property Maintenance Ordinance, Fire Code and all other applicable regulations as pertain to this property.
47. That Development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

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

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

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

Very truly yours,



ROBERT G. ORPIN
Director of Planning and Development

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

Payment Agreement

MAY 01 '02 09:55AM SARES-REGIS GROUP (949) 756-5955

P.12/12

ACCEPTANCE OF CONDITIONS
IN DEVELOPMENT PLAN APPROVAL CASE

AFFIDAVIT

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

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

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

signature

Principal

title (if any)

RREEF America L.L.C. (c/o Bloomfield Partners L.L.C.)

company name (if any)

101 California Street, 26th Floor

mailing address

San Francisco, CA 94111

city, state, zip

(415) 781-3300

phone

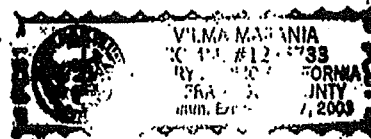
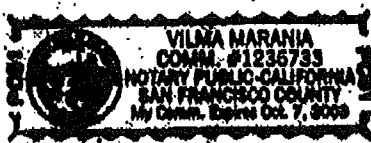
STATE OF CALIFORNIA)
COUNTY OF San Francisco) ss.

On May 13, 2002 before me, Vilma Marania, Notary Public.

personally appeared Dwight L. Merriman

Name(s) of Signer(s)

Name and Title of Officer



- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument,

WITNESS my hand and official seal.

Vilma Marania
Notary Public

EXHIBIT D
Debt Service Schedule

EXHIBIT D
Debt Service Schedule

\$800,000 Principal Amount
5.75% Interest Rate
FY 25-26 last year of collection
15 years of payment left
0.101287 level debt factor (A/P)
\$81,030 total annual installment due

Fiscal Year	Beginning Principal Balance	Principal	Interest	Principal + Interest Amount
FY 11-12	\$800,000	\$35,030	\$46,000	\$81,030
FY 12-13	\$764,970	\$37,044	\$43,986	\$81,030
FY 13-14	\$727,927	\$39,174	\$41,856	\$81,030
FY 14-15	\$688,753	\$41,426	\$39,604	\$81,030
FY 15-16	\$647,328	\$43,808	\$37,222	\$81,030
FY 16-17	\$603,520	\$46,327	\$34,703	\$81,030
FY 17-18	\$557,193	\$48,991	\$32,039	\$81,030
FY 18-19	\$508,203	\$51,808	\$29,222	\$81,030
FY 19-20	\$456,395	\$54,787	\$26,243	\$81,030
FY 20-21	\$401,609	\$57,937	\$23,093	\$81,030
FY 21-22	\$343,672	\$61,268	\$19,762	\$81,030
FY 22-23	\$282,404	\$64,791	\$16,239	\$81,030
FY 23-24	\$217,614	\$68,517	\$12,513	\$81,030
FY 24-25	\$149,097	\$72,456	\$8,574	\$81,030
FY 25-26	\$76,642	\$76,623	\$4,407	\$81,030

EXHIBIT E
Special Tax Roll

EXHIBIT E
Special Tax Roll

Exhibit E
SPECIAL TAX ROLL

APN	Building Square Feet	Total
		Special Tax Amount FY 2013-14
8026-001-069	84,651	\$17,313.06
8026-001-070	240,252	\$49,137.01
8026-001-071	131,405	\$26,875.32
	456,308	\$93,325.39



City of Santa Fe Springs

City Council Meeting

December 4, 2014

NEW BUSINESS

Community Facilities District No. 2004-1 (Bloomfield-Florence) – Annual Special Tax Levy Report for Fiscal Year 2013-14

RECOMMENDATION

That the City Council receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2013-14.

BACKGROUND

The Mello-Roos Community Facilities Act of 1982 requires that an annual special tax levy report be prepared for each Community Facilities District (CFD). This report must detail the special taxes that are levied within a CFD and any construction activity at the time the report is prepared. The methodology and amounts to be levied were established at the time the CFD was formed.

FISCAL IMPACT

Repayment of the bonds and payment of services are secured by the special taxes levied on all property within the CFD, other than those properties that are exempt as provided in the respective rate and method of apportionment. Annual administrative expenses are also funded through the annual special tax levy.

INFRASTRUCTURE IMPACT

Maintenance costs associated with infrastructure within the boundaries of the CFD will be funded by the CFD.


for Thaddeus McCormack
City Manager

Attachment:

Special Tax Levy Annual Report for CFD 2004-1 for Fiscal Year 2013-14





Harris & AssociatesSM

SHAPING THE FUTURE ONE PROJECT AT A TIMESM

Special Tax Levy Annual Report

for

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

Fiscal Year 2013-14

Submitted to:
**City of Santa Fe Springs
Los Angeles County, California**

November 11, 2014

**CITY OF SANTA FE SPRINGS
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(Bloomfield-Florence)**

TABLE OF CONTENTS

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I. Facilities and Services Financed by the District.....	1
II. Improvement Area	2
III. Administrative Fees	3
IV. Sources and Obligations	4
V. Special Tax Roll	4

APPENDIX

Exhibit A	Boundary Map
Exhibit B	Amended Rate and Method of Apportionment of Special Taxes
Exhibit C	Reimbursement Agreement
Exhibit D	Debt Service Schedule
Exhibit E	Special Tax Roll

INTRODUCTION

The City Council of the City of Santa Fe Springs established Community Facilities District No. 2004-1 (Bloomfield-Florence) for the purpose of constructing, maintaining and the administration of certain public improvements. The District established a Rate and Method of Apportionment of Special Tax and a Payment Agreement as shown in the Appendix as Exhibit B.

A map showing the boundaries of CFD No. 2004-1 is included in the Appendix as Exhibit A. In compliance with the proceedings governing the formation of CFD No. 2004-1, the special tax has been levied on each assessable parcel within the District according to the provisions of the Rate and Method of Apportionment of Special Taxes as shown in the Appendix as Exhibit B.

The City of Santa Fe Springs granted the Development Plan Approval ("DPA No. 778-785") authorizing the principle sum of \$700,000 on February 26, 2004. The Payment Agreement that was provided for in the DPA established a 15-year, fully amortized repayment schedule with interest accruing from the date of the loan.

The payments should have commenced in Fiscal Year 2004-05 and continued until Fiscal Year 2018-19. As of the close of Fiscal Year 2009-10, no payments had been received from the property owners in CFD 2004-1.

It was determined by the City Finance Department and legal council to amend the Rate and Method of Apportionment with a revised Payment Schedule to begin collecting payments commencing in Fiscal Year 2011-12. The Amended and Restated Rate and Method of Apportionment of Special Tax was approved in a property owner special election on July 14, 2011. The property owners were offered the option of paying off their portion of the loan interest free (including unpaid interest prior to Amending the District). The following table reflects the paid liens and remaining Principal Balance:

Payment Summary

Total Original Principal Amount	\$700,000
Total Liens Paid	\$357,536
Remaining Principal Balance	\$319,166
Interest Rate (annual)	5.75%
Repayment Term (in years)	15.00

Building No.	Assessor's Parcel No.	Bldg SqFt	% of Total	Original Principal Amount Per Bldg	Liens Paid in 2011	Principal Paid-to-Date *	Remaining Principal *
1	8011-016-026	19,973	5.32%	\$37,229.32	\$0.00	\$2,532.73	\$34,696.59
2	8011-016-027	112,014	29.83%	\$208,792.14	\$0.00	\$14,204.26	\$194,587.88
3	8011-016-030	26,573	7.08%	\$49,531.61	\$49,531.61	\$0.00	\$0.00
4	8011-016-033	35,384	9.42%	\$65,955.16	\$0.00	\$4,486.97	\$61,468.19
5	8011-016-034	16,356	4.36%	\$30,487.30	\$0.00	\$2,074.07	\$28,413.23
6	8011-016-035	21,399	5.70%	\$39,887.36	\$39,887.36	\$0.00	\$0.00
7	8011-016-036	45,964	12.24%	\$85,676.09	\$85,676.09	\$0.00	\$0.00
8	8011-016-903	97,877	26.06%	\$182,441.02	\$182,441.02	\$0.00	\$0.00
		375,540	100.00%	\$700,000.00	\$357,536.08	\$23,298.03	\$319,165.89

* Principal paid-to-date and remaining principal include payments made through the April 2014 Tax installment.

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

The City agreed to waive the interest and administrative cost associated with the District for the years prior to fiscal year 2011-12.

I. FACILITIES AND SERVICES FINANCED BY THE DISTRICT

The public facilities financed by CFD No. 2004-1 include all or a portion of design, construction, indirect costs (fees) and administration relating to the following improvements: the installation of a new traffic signal and a reclaimed water line to serve the area within the boundaries of CFD No. 2004-1, together with appurtenances and appurtenant work. All improvements are complete.

Development Status

Construction has been complete since 2005. The total Assessed Value and number of properties sold since 2004 are shown in the following table.

**TABLE 1
PARCEL STATUS**

	Total Parcels	Total Assessed Value	Properties Sold Since
<u>Development Status</u>	<u>FY 2013-14</u>	<u>FY 2013-14</u>	<u>2004</u>
Developed Non-Residential Property	8	\$ 34,314,042	0
Undeveloped Non-Residential Property	0	\$ -	0
Total	<u>8</u>	<u>\$ 34,314,042</u>	<u>0</u>

II. IMPROVEMENT AREA

The Rate and Method of Apportionment of the Special Tax for Services establishes the apportionment of Special Taxes for Capital Improvements.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment (RMA).

The Special Tax amount attributed to each parcel is apportioned by the relative square footage of the building on each property. As of the date the district was Amended and Restated in July 2011, all the development was complete and the annualized tax schedule commenced for each property according to the revised payment schedule. The following table represents the annualized tax schedule.

TABLE 2

COMMUNITY FACILITIES DISTRICT

Address	Bldg SF	Total Obligation	Amortized Annual Expense	Amortized Annual Exp./SF
12661 Corral Pl	19,973	\$37,229.32	\$3,770.85	\$0.1888
12681 Corral Pl	112,014	\$208,792.14	\$21,147.93	\$0.1888
12662 Corral Pl	26,573	Paid 2011	-	
10818 Bloomfield Ave	35,384	\$65,955.16	\$6,680.40	\$0.1888
10838 Bloomfield Ave	16,356	\$30,487.30	\$3,087.97	\$0.1888
10928 Bloomfield Ave	21,399	Paid 2011	-	
10988 Bloomfield Ave	45,964	Paid 2011	-	
12680 Corral Pl	97,877	Paid 2011	-	
	375,540	\$342,463.92	\$34,687.14	

III. ADMINISTRATIVE FEES

The Rate and Method of Apportionment of the Special Tax allows for the collection of fees associated with the servicing of the loan.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to their proportional share of the administrative fee based on the relative square footage of the building on each property in accordance with the Rate and Method of Apportionment. The administrative fee for FY 2013-14 is \$6,716.20. When the District was Amended and Restated in FY 2011-12, four of the original eight properties paid off their apportioned share of the loan and the City agreed to absorb the administrative costs that would have been paid by those four parcels. The remaining administrative fee spread proportionately to the four parcels subject to the levy is \$3,285.79.

The following table represents proportional spread of the administrative fee for FY 2013-14. The fee is subject to increase as set forth in the amended Rate and Method of Apportionment (RMA).

TABLE 3

ADMINISTRATIVE FEE

Address	Bldg SF	Annual Expense	Annual Exp./SF
12661 Corral Pl	19,973	\$357.20	\$0.01788
12681 Corral Pl	112,014	\$2,003.27	\$0.01788
12662 Corral Pl	26,573	-	
10818 Bloomfield Ave	35,384	\$632.81	\$0.01788
10838 Bloomfield Ave	16,356	\$292.51	\$0.01788
10928 Bloomfield Ave	21,399	-	
10988 Bloomfield Ave	45,964	-	
12680 Corral Pl	97,877	-	
	375,540	\$3,285.79	

VI. SOURCES AND OBLIGATIONS

A statement showing the Sources and Obligations of special tax funds for CFD No. 2004-1 for Fiscal Year 2013-14 is presented in Table 4. The Special Tax Requirement for Fiscal Year 2013-14 was determined as specified in the adopted Rate and Method of Apportionment of the Special Tax.

TABLE 4
SOURCES AND OBLIGATIONS

	Fiscal Year 2012-13 <u>Amount</u>	Fiscal Year 2013-14 <u>Amount</u>
<u>Sources</u>		
Annual Special Tax Roll		
Developed Property	\$37,930.76	\$37,972.93
Undeveloped Property	\$0.00	\$0.00
Subtotal	\$37,930.76	\$37,972.93
Total Special Taxes From All Sources	\$37,930.76	\$37,972.93
<u>Obligations</u>		
Debt Service	\$34,687.14	\$34,687.14
Administration and Incidentals	\$3,243.62	\$3,285.79
2013 Fund Balance (Reserve)	\$0.00	\$0.00
Subtotal	\$37,930.76	\$37,972.93
Surplus/(Shortage) to District	\$0.00	\$0.00
Total Obligations For Special Taxes	\$37,930.76	\$37,972.93

VII. SPECIAL TAX ROLL

The Special Tax Roll lists the special tax levy on each parcel within the boundaries of CFD No. 2004-1 for Fiscal Year 2013-14. A copy of the Special Tax Roll is included in the Appendix of this report as Exhibit C.

EXHIBIT A
Boundary Map

EXHIBIT A
Boundary Map

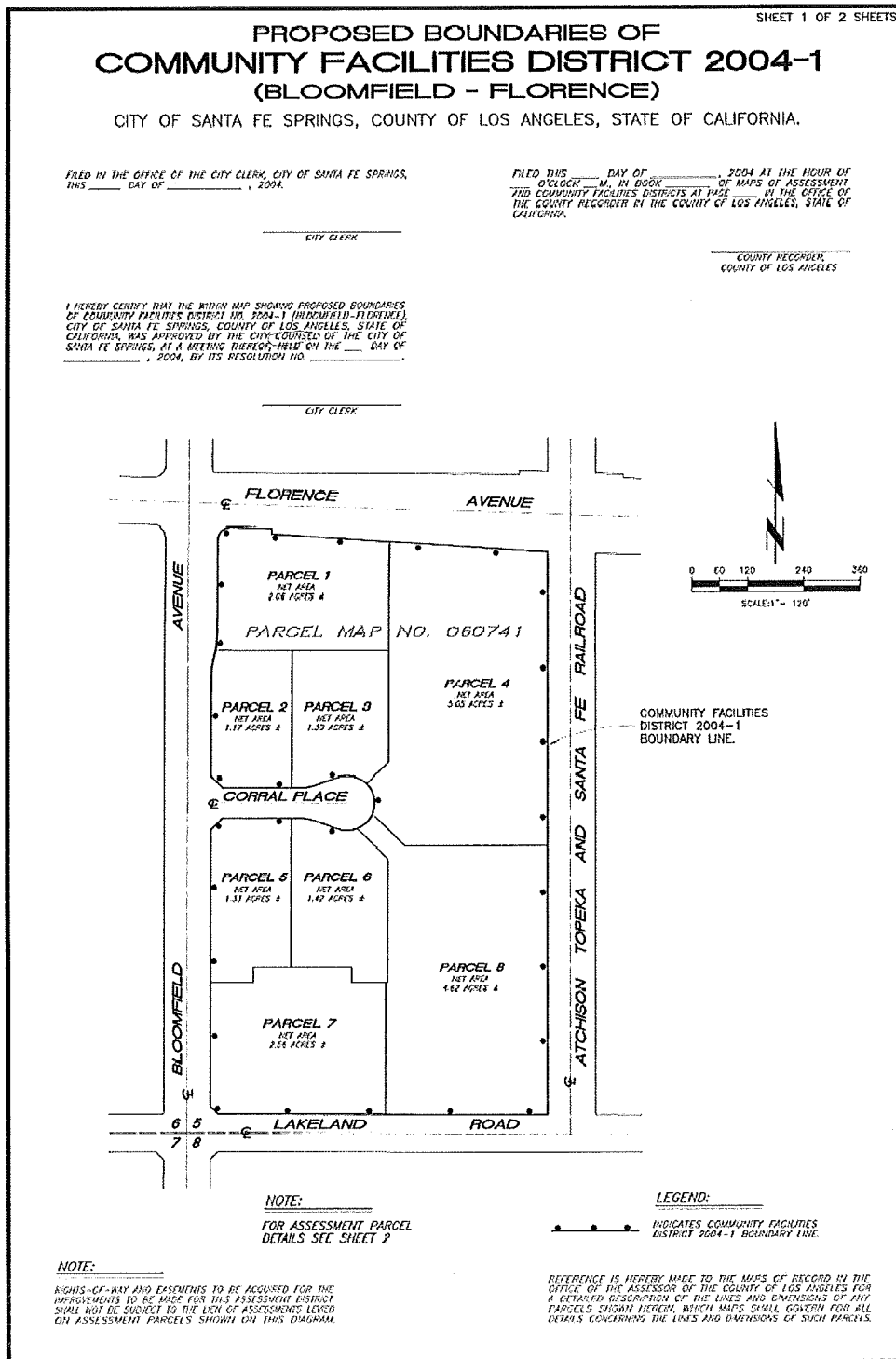


EXHIBIT A
Boundary Map

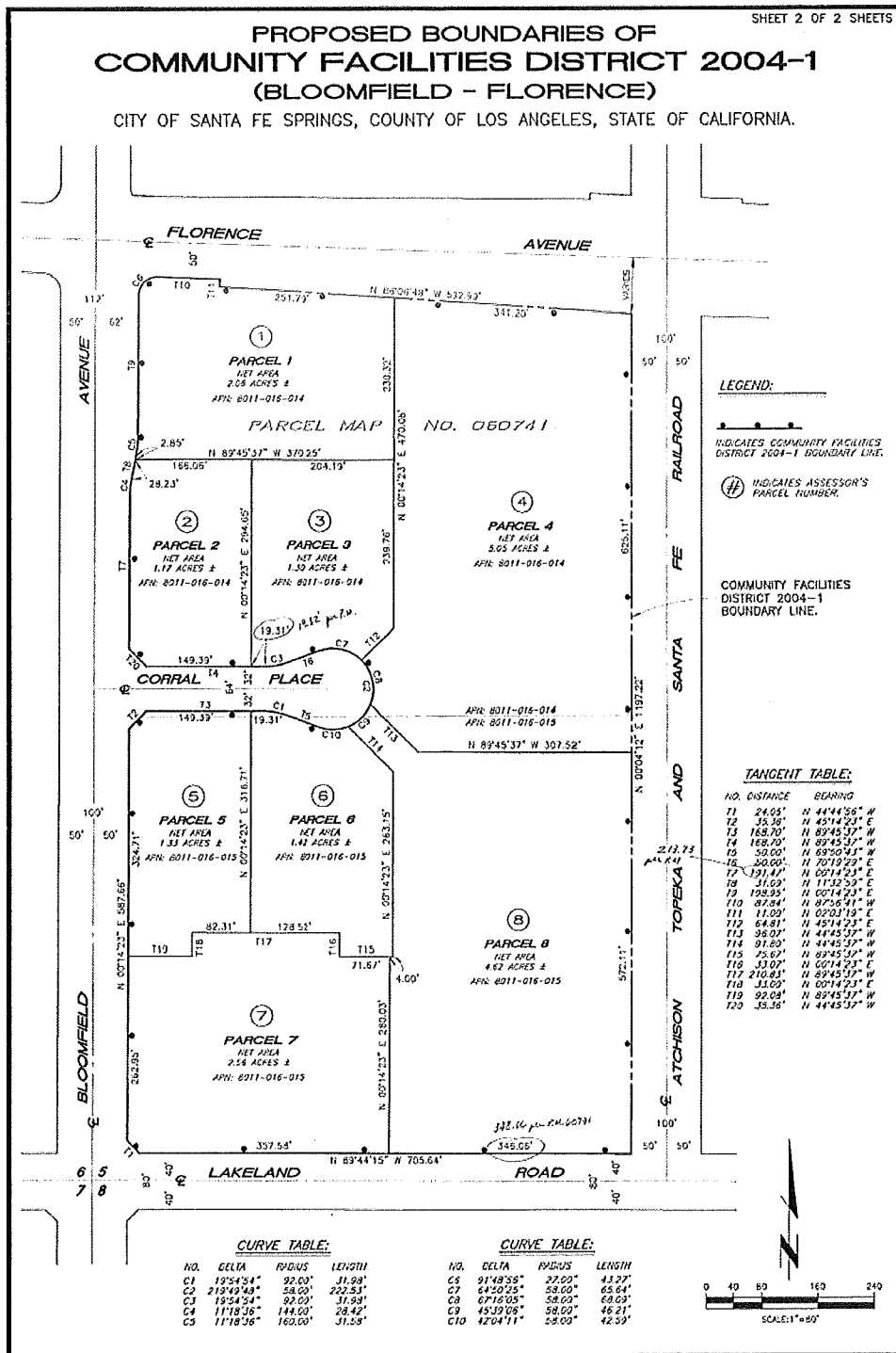


EXHIBIT B

***Amended and Restated Rate and Method of
Apportionment of the Special Tax***



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

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

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

"Annual Debt Service" means the annual amount of principal and interest required to satisfy the \$700,000 loan amount set forth in the Reimbursement Agreement, over a 15 year period commencing Fiscal Year 2011-12 (assuming no delinquencies) at an interest rate of 5.75%, assuming level payments.

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

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

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

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

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

"City" means the City of Santa Fe Springs.

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

"County" means the County of Los Angeles.

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

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

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

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

"Parcel" means Assessor's Parcel.

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

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

"Public Property" means any Assessor's Parcel within the boundaries of CFD No. 2004-1 that is transferred to a public agency or public utility on or after the date of formation of CFD No. 2004-1 and is used for rights-of-way, or any other purpose and is owned by, dedicated or irrevocably offered for dedication to the federal government, the State of California, the County, the City, a public utility or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use. Privately-owned property that is otherwise constrained by public or utility easements making impractical its utilization for other than the purposes set forth in the easement shall be considered Public Property.

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

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

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

"State" means the State of California.

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

B. CLASSIFICATION OF PROPERTIES

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

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

C. SPECIAL TAX FOR PAYMENT AMOUNT RATE

Maximum Special Tax for Payment Amount

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

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

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

D. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2004-1 may directly bill the



Special Taxes, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

E. PREPAYMENT OF SPECIAL TAX FOR PAYMENT AMOUNT

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

F. TERM OF SPECIAL TAX FOR PAYMENT AMOUNT

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

G. EXEMPTIONS

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

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

At the time CFD No. 2004-1 was originally formed, Assessor's Parcel number 8011-016-903 was not then a publicly owned property. Therefore, in accordance with Section B, this property continues to be considered Taxable Property.

H. ENFORCEMENT

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

EXHIBIT C
REIMBURSEMENT AGREEMENT

Reimbursement Agreement

REIMBURSEMENT AGREEMENT

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

RECITALS:

- A. Developer intends to develop that certain real property located in City, legally described in Exhibit "A" attached hereto (the "Property").
- B. On February 23, 2004, City's Planning Commission granted Development Plan Approval No. 778-785 (the "DPA") for Developer's proposed development of the Property (the "Project"); on February 26, 2004, CDC also approved the DPA. A copy of the DPA is attached hereto as Exhibit "B", and is incorporated by reference as though fully set forth herein.
- C. The DPA requires that the parties enter into this Agreement.
- D. Developer intends to subdivide the Property into eight (8) separate legal parcels.

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

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

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

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

707269.01/OC
573351-451/9-14-04/ward/ward

MPA



Reimbursement Agreement

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

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

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


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

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

CITY OF SANTA FE SPRINGS


Mayor

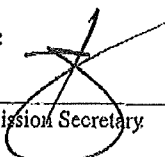
Attest:


City Clerk

COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF SANTA FE
SPRINGS

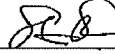

Chairman

Attest:


Commission Secretary

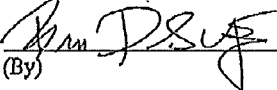
Reimbursement Agreement

Approved as to form.



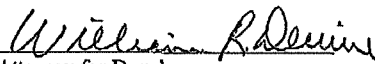
City/CDC Attorney

BLOOMFIELD II, LLC, a Delaware limited liability company



(By)

Approved as to form.



Attorney for Developer

EXHIBIT C
Reimbursement Agreement

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

EXCEPT THEREFROM ANY STREETS OF RECORD.



Reimbursement Agreement



11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
February 27, 2004
Re: Development Plan Approval Case No. 778-785
Modification Permit Case No. 1154

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

Dear Mr. Rooney:

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

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

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

Gustavo R. Velasco, Mayor
Betty Putnam, Mayor Pro-Tempore
City Council
Louie Gonzalez • Ronald S. Kermes • Joseph D. Serrano, Sr.
City Manager
Frederick W. Tatham

Item No.



Reimbursement Agreement

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

Reimbursement Agreement

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



Reimbursement Agreement

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

Reimbursement Agreement

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



Reimbursement Agreement

30. An Agreement shall be executed and recorded in the Office of the Los Angeles County Recorder that addresses the obligations of the owner and/or developer and City regarding the following work that is to be completed and paid for by the City:
- Installation of a traffic signal at the intersection of Bloomfield Avenue and the new cul-de-sac street.
 - Extension of a reclaimed water line southerly in Bloomfield Avenue from Florence Avenue to a point south of Lakeland Road.

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

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



Reimbursement Agreement

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

Reimbursement Agreement

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

Reimbursement Agreement

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

EXHIBIT C
Reimbursement Agreement

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



Reimbursement Agreement

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

Reimbursement Agreement

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

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

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

EXHIBIT D

Debt Service Schedule

EXHIBIT D
Debt Service Schedule

\$342,464 Principal Amount
5.75% Interest Rate
FY 25-26 last year of collection
15 years of payment left
0.101287 level debt factor (A/P)
\$34,687 total annual installment due

Fiscal Year	Beginning Principal Balance	Principal	Interest	Principal + Interest Amount
FY 11-12	\$342,464	\$14,995	\$19,692	\$34,687
FY 12-13	\$327,469	\$15,857	\$18,830	\$34,687
FY 13-14	\$311,612	\$16,769	\$17,918	\$34,687
FY 14-15	\$294,843	\$17,733	\$16,954	\$34,687
FY 15-16	\$277,109	\$18,753	\$15,934	\$34,687
FY 16-17	\$258,356	\$19,831	\$14,856	\$34,687
FY 17-18	\$238,525	\$20,971	\$13,716	\$34,687
FY 18-19	\$217,554	\$22,177	\$12,510	\$34,687
FY 19-20	\$195,377	\$23,452	\$11,235	\$34,687
FY 20-21	\$171,925	\$24,801	\$9,886	\$34,687
FY 21-22	\$147,124	\$26,227	\$8,460	\$34,687
FY 22-23	\$120,896	\$27,735	\$6,952	\$34,687
FY 23-24	\$93,161	\$29,330	\$5,357	\$34,687
FY 24-25	\$63,831	\$31,016	\$3,671	\$34,687
FY 25-26	\$32,815	\$32,800	\$1,887	\$34,687



EXHIBIT E
Special Tax Roll

EXHIBIT E
Special Tax Roll

Exhibit E
SPECIAL TAX ROLL

APN	Building Square Feet	Total Special Tax Amount FY 2013-14
8011-016-026	19,973	\$4,128.04
8011-016-027	112,014	\$23,151.20
8011-016-033	35,384	\$7,313.21
8011-016-034	16,356	\$3,380.48
	183,727	\$37,972.93



City of Santa Fe Springs

City Council Meeting

December 4, 2014

PRESENTATION

Gus Velasco Neighborhood Center (GVNC) – “Gus’ Kitchen” Renovation Project

RECOMMENDATION

The Mayor may wish to call upon Ed Ramirez, Community Services Supervisor, to provide a brief overview of the renovated and newly branded “Gus’ Kitchen” and its new amenities.

BACKGROUND

Since 1969, the Family & Human Services (FHS) Division has provided a variety of case management services and financial assistance to community residents who have experienced financial hardships. The FHS Division believes that families are essential to strong neighborhoods, and a strong neighborhood is what is essential for a vibrant community. The FHS Division serves and supports its community every day, year-round.

In January 2013, the Santa Fe Springs Neighborhood Center re-opened its doors after undergoing a major renovation and modernization. Now named The Gus Velasco Neighborhood Center (GVNC), after beloved and late Councilmember, city employee, and long-time resident, Gus Velasco, new resources and services have emerged. Working with local businesses, hospitals, food banks, social service providers, schools, and volunteers, the FHS Division has been able to enhance and provide additional resources through the onsite food pantry, now known as “Gus’ Kitchen.”


For Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

December 4, 2014

COUNCILMEMBER REQUESTED ITEM

Consideration of Policy Regarding Riders on Santa's Float

RECOMMENDATION

That the City Council consider adopting a policy regarding qualifications for persons who ride on Santa's Float.

BACKGROUND

Councilmember Moore is asking the Council to consider adopting a policy regarding qualifications for persons who ride on Santa's Float.

FOR Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

December 4, 2014

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	1	Moore
Beautification	3	Sarno
Beautification	1	Trujillo
Community Program	1	Moore
Community Program	2	Rios
Community Program	1	Rounds
Community Program	4	Trujillo
Family & Human Services	1	Rios
Family & Human Services	1	Rounds
Historical	3	Rios
Historical	2	Rounds
Historical	2	Sarno
Historical	3	Trujillo
Senior Citizens	3	Rios
Senior Citizens	2	Rounds
Senior Citizens	4	Trujillo
Sister City	1	Moore
Sister City	1	Rios
Sister City	1	Rounds
Sister City	5	Sarno
Sister City	2	Trujillo
Youth Leadership	3	Moore
Youth Leadership	3	Rios
Youth Leadership	1	Rounds
Youth Leadership	2	Sarno
Youth Leadership	1	Trujillo

Applications Received: Rebecca Lira – Senior Citizens Committee.


FOR Thaddeus McCormack
City Manager

Attachments:

Committee Lists

Prospective Members

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Rocio Parra

Heritage Arts

Debra Cabrera

Historical

Personnel Advisory Board

Parks & Recreation

Rocio Parra

Planning Commission

Senior Citizens Advisory

Rebecca Lira

Sister City

Rocio Parra

Raymond Reyes

Robert Wolfe

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Hall

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(16)
	Paula Minnehan	(16)
	Annie Petris	(15)
	Guadalupe Placencia	(15)
	Vacant	(15)
Rios	Mary Reed	(16)
	Charlotte Zevallos	(16)
	Doris Yarwood	(16)
	Vada Conrad	(15)
	Joseph Saiza	(15)
Rounds	Sadie Calderon	(16)
	Rita Argott	(16)
	Mary Arias	(15)
	Marlene Vernava	(15)
	Debra Cabrera	(15)
Sarno	Vacant	(16)
	Irene Pasillas	(16)
	Vacant	(16)
	May Sharp	(15)
	Vacant	(15)
Trujillo	Mary Jo Haller	(16)
	Vacant	(16)
	Margaret Bustos*	(16)
	Rosalie Miller	(15)
	A.J. Hayes*	(15)

**Indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., Town Center Hall, Meeting Room #1

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	George Felix, Jr.	(16)
	Vacant	(16)
	Mary Jo Haller	(15)
	Gabriela Garcia	(15)
	Bryan Collins	(15)
Rios	Vacant	(16)
	Mary Anderson	(15)
	Dolores H. Romero*	(15)
	Vacant	(16)
	David Diaz-Infante*	(15)
Rounds	Mark Scoggins*	(16)
	Marlene Vernava	(16)
	Vacant	(16)
	Anthony Ambris	(15)
	Johana Coca*	(15)
Sarno	Jeanne Teran	(16)
	Miguel Estevez	(16)
	Kim Mette	(16)
	Cecilia Leader	(15)
	Frank Leader	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Vacant	(16)
	Judy Aslakson	(15)
	Vacant	(15)

**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., Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Arcelia Miranda	(16)
	Martha Villanueva	(15)
	Margaret Bustos*	(15)
Rios	Lydia Gonzales	(16)
	Manny Zevallos	(15)
	Vacant	(15)
Rounds	Annette Rodriguez	(16)
	Vacant	(15)
	Ted Radoumis	(15)
Sarno	Debbie Belmontes	(16)
	Linda Vallejo	(16)
	Hilda Zamora	(15)
Trujillo	Dolores H. Romero*	(16)
	Gloria Duran*	(16)
	David Diaz-Infante *	(15)

Organizational Representatives: Nancy Stowe
Evelyn Castro-Guillen
Elvia Torres
(SPIRITT Family Services)

**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

Qualifications: 18 Years of age, reside or active in the City

Membership: 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Pauline Moore	6/30/2016
Rios	Paula Minnehan	6/30/2016
Rounds	A.J. Hayes*	6/30/2016
Sarno	Gloria Duran*	6/30/2016
Trujillo	Amparo Oblea	6/30/2016

Committee Representatives

Beautification Committee	Marlene Vernava*	6/30/2015
Historical Committee	Larry Oblea	6/30/2015
Planning Commission	Vacant	6/30/2015
Chamber of Commerce	Tom Summerfield	6/30/2015

Council/Staff Representatives

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

**Indicates person currently serves on three committees*

HISTORICAL COMMITTEE

Meets Quarterly - The 2nd Tuesday of Jan., April, July, and Oct., at 5:30 p.m.,
Heritage Park Train Depot

Qualifications: 18 Years of age, reside or active in the City

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Astrid Shesterkin	(16)
	Tony Reyes	(16)
	Amparo Oblea	(15)
	George Felix, Sr.	(15)
Rios	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Larry Oblea	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Mark Scoggins*	(15)
	Janice Smith	(15)
Sarno	Ed Duran	(16)
	Vacant	(16)
	Vacant	(15)
	Sally Gaitan	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Merrie Hathaway	(15)
	Vacant	(15)

**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., Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Mary Tavera	(16)
	John Salgado	(16)
	Janet Rock	(15)
	Ralph Aranda	(15)
	Kurt Hamra	(15)
Rios	Lynda Short	(16)
	Bernie Landin	(16)
	Carlos Tovar	(16)
	Sally Gaitan	(15)
	Fred Earl	(15)
Rounds	Kenneth Arnold	(16)
	Richard Legarreta, Sr.	(16)
	Johana Coca*	(16)
	Angelica Miranda	(15)
	Mark Scoggins*	(15)
Sarno	Joey Hernandez	(16)
	Debbie Belmontes	(16)
	Lisa Garcia	(15)
	Ed Madrid	(16)
	David Diaz-Infante*	(15)
Trujillo	Miguel Estevez	(16)
	Andrea Lopez	(16)
	A.J. Hayes*	(15)
	Judy Aslakson	(15)
	Arcelia Miranda	(15)

**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 JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Vacant	6/30/2017
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Anita Ayala	6/30/2017

PLANNING COMMISSION

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

Qualifications: 18 Years of age, reside or active in the City

Membership: 5

APPOINTED BY

NAME

Moore

Ken Arnold

Rios

Michael Madrigal

Rounds

Susan Johnston

Sarno

Joe Angel Zamora

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.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Yoshi Komaki	(16)
	Yoko Nakamura	(16)
	Paul Nakamura	(16)
	Astrid Shesterkin	(15)
	Pete Vallejo	(15)
Rios	Vacant	(16)
	Vacant	(16)
	Vacant	(16)
	Amelia Acosta	(15)
	Jessie Serrano	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Gloria Vasquez	(15)
	Lorena Huitron	(15)
	Berta Sera	(15)
Sarno	Gloria Duran	(16)
	Betty Elizalde	(16)
	Hilda Zamora	(15)
	Linda Vallejo	(15)
	Ed Duran	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Margaret Bustos*	(15)
	Vacant	(15)

**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.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(16)
	Vacant	(16)
	Mary K. Reed	(15)
	Peggy Radoumis	(15)
	Jeannette Wolfe	(15)
Rios	Charlotte Zevallos	(16)
	Francis Carbajal	(16)
	Vacant	(15)
	Doris Yarwood	(15)
	Lucy Gomez	(15)
Rounds	Manny Zevallos	(16)
	Susan Johnston	(16)
	Vacant	(16)
	Ted Radoumis	(15)
	Johana Coca*	(15)
Sarno	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Vacant	(16)
	Vacant	(15)
Trujillo	Vacant	(16)
	Andrea Lopez	(16)
	Dolores H. Romero*	(15)
	Marcella Obregon	(15)
	Vacant	(15)

**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

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY	NAME
Moore	Albert J. Hayes
Rios	Pauline Moore
Rounds	Ted Radoumis
Sarno	Alma Martinez
Trujillo	Greg Berg

YOUTH LEADERSHIP COMMITTEE

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

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES UPON GRADUATION IN
Moore	Vacant	()
	Evony Reyes	(17)
	Vacant	()
	Vacant	()
Rios	Vacant	()
	Vacant	()
	Marisa Gonzalez	(15)
	Vacant	()
Rounds	Gabriel Perez	(16)
	Vacant	()
	Laurence Ordaz	(16)
	Ciani Hernandez	(15)
Sarno	Dominique Walker	(15)
	Vacant	()
	Vacant	()
	Alyssa Madrid	(16)
Trujillo	Paul Legarreta	(17)
	Victoria Nunez	(16)
	Richard Uribe	(15)
	Vacant	()