



AGENDA

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

**September 28, 2017
6:00 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

**William K. Rounds, Mayor
Jay Sarno, Mayor Pro Tem
Richard J. Moore, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, 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.

City of Santa Fe Springs
Regular Meetings

September 28, 2017

1. CALL TO ORDER

2. ROLL CALL

Richard J. Moore, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember
Jay Sarno, Mayor Pro Tem
William K. Rounds, Mayor

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

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

Approval of Minutes

- a. Minutes of the August 24, 2017, Public Financing Authority Meeting

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

Monthly Reports

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

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

- c. Resolution PFA-2017-001– Adopting a Debt Management Policy for the City of Santa Fe Springs, the Santa Fe Springs Public Financing Authority, the Santa Fe Springs Water Utility Authority, and the Successor Agency to the Community Development Commission of the City of Santa Fe Springs

Recommendation: That the Public Financing Authority adopt City of Santa Fe Springs Resolution 9559, Santa Fe Springs Public Financing Authority Resolution PFA-2017-00, Establishing a Debt Management Policy for Each Agency

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

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

Approval of Minutes

- a. Minutes of the August 24, 2017, Water Utility Authority Meeting

Recommendation: That the Water Utility Authority:

- Approve the minutes as submitted.

Monthly Reports

- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

Recommendation: That the Water Utility Authority:

- Receive and file the report.

c. Status Update of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority:

- Receive and file the report.

d. Resolution WUA-2017-001 – Adopting a Debt Management Policy for the City of Santa Fe Springs, the Santa Fe Springs Public Financing Authority, the Santa Fe Springs Water Utility Authority, and the Successor Agency to the Community Development Commission of the City of Santa Fe Springs

Recommendation: That the Water Utility Authority:

- Adopt City of Santa Fe Springs WUA-2017-001, Establishing a Debt Management Policy for Each Agency

SUCCESSOR AGENCY

5.

a. Resolution SA-2017-003 – Adopt a Resolution of the City Council of the City of Santa Fe Springs, Acting As the Successor Agency to the Community Development Commission of the City of Santa Fe Springs, Approving the Issuance of Refunding Bonds, Approving Related Documents, and Providing for Other Related Matters

Recommendation: That the Successor Agency:

Approve the proposed financing team and adopt the attached resolution approving the issuance of refunding bonds to refund outstanding bonds of the dissolved Community Development Commission, approve the execution of necessary financing documents and request Oversight Board approval for the issuance of refunding bonds.

b. Resolution SA-2017-004 – Adopting a Debt Management Policy for the City of Santa Fe Springs Successor Agency to the Community Development Commission of the City of Santa Fe Springs

Recommendation: That the Successor Agency:

Adopt Successor Agency Resolution SA-2017-004 Establishing a Debt Management Policy for Each Agency.

CITY COUNCIL

6.

CONSENT AGENDA

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

a. Minutes of the August 24, 2017 City Council Meetings

Recommendation: That the City Council:

- Approve the minutes as submitted.

- b. AB1234 Conference Report
Pursuant to the requirements of AB1234, a report is required by any elected official attending a conference or seminar at the City's expense
Recommendation: That the City Council:
- Receive and file this report.

COUNCIL MEMBER REQUESTED ITEM

7. Cancellation of December 28, 2017 City Council Meeting
Recommendation: That the City Council:
- Approve the cancellation of the second meeting in December 2017.

PUBLIC HEARING

8. Modification Permit (MOD) Case No. 1280, Modification Permit Case No. 1281 & Amendment to Development Agreement 02-2016: A request for a Modification of Property Development Standards to increase the maximum height related to the subject digital billboard from 50' to 60'; and MOD 1281: A request for a Modification of Property Development Standards to allow a reduction of the required side yard setback related to the subject digital billboard from 25'-0" to 9'-7", for property located at 13750 Firestone Boulevard, in the M-2 FOZ, Heavy Manufacturing – Freeway Overlay, Zone; and proposed amendments to Development Agreement 02-2016 to change height and setback requirements and ensure consistency with the Modification Permit. (LeFiell Manufacturing Company).
Recommendation: That the City Council:
9. Modification Permit (MOD) Case No. 1282 & Amendment to Development Agreement 02-2016: A request for a Modification of Property Development Standards to allow a reduction to the required building setback related to the subject static billboard from 25'-0" to 7'-8" on property located at 13700 Firestone Boulevard, in the M-2 FOZ, Heavy Manufacturing – Freeway Overlay, Zone; and proposed amendments to Development Agreement 02-2016 to the change to building setback requirements and ensure consistency with the Modification Permit. (LeFiell Manufacturing Company).
Recommendation: That the City Council:

OLD BUSINESS – ORDINANCE FOR PASSAGE

10. Ordinance No. 1089: An Ordinance of the City Council of the City of Santa Fe Springs, California, Amending Santa Fe Springs Municipal Code, Chapter 15 (Land Use), Title 155 (Zoning), Section 155.003 (Definitions), Section 155.481 (Require Parking), and Section 155.637 (Mini-warehouses) of the City Zoning Regulations.
Recommendation: That the City Council:
- Waive further reading and adopt Ordinance No. 1089.
11. Ordinance No. 1090: Zoning Text Amendment – Wireless Telecommunications Facilities
An ordinance of the City Council of the City of Santa Fe Springs, California, amending Santa Fe Springs Municipal Code Title 15 (Land Usage), Section 155 (Zoning), Sections 155.377 (Permitted, Accessory and Conditional Uses Freeway Overlay Zone) and 155.381 (Design Standards Freeway Overlay Zone), and adding Chapter 157 to Santa

Fe Springs Municipal Code Title 15 (Land Usage) to establish a comprehensive set of regulations and standards for the permitting, placement, design, installation, operation and maintenance of wireless telecommunications facilities in all areas of the city.

Recommendation: That the City Council:

- Waive further reading and adopt Ordinance No. 1090.

NEW BUSINESS

12. Los Nietos Park Activity Center Floor Resurfacing-Authorization to Advertise for Construction Bids

Recommendation: That the City Council:

- Approve the Specifications; and
- Authorize the City Engineer to advertise for construction bids.

13. Interstate 5 Freeway Widening Water Main Relocation for the Florence Avenue Segment (Phase II) – Contract Change Order No. 1

Recommendation: That the City Council:

- Approve Contract Change Order No. 1 with G.J. Gentry General Engineering, Inc. (GGE), in the amount of \$87,760.85; and
- Authorize the Public Works Director to execute Contract Change Order No. 1.

14. Greenleaf Avenue Street Rehabilitation – Authorization to Advertise for Construction Bids

Recommendation: That the City Council:

- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

15. Resolution No. 9559 – Adopting a Debt Management Policy for the City of Santa Fe Springs, the Santa Fe Springs Public Financing Authority, the Santa Fe Springs Water Utility Authority, and the Successor Agency to the Community Development Commission of the City of Santa Fe Springs

Recommendation: That the City Council:

Adopt City of Santa Fe Springs Resolution 9559 Establishing a Debt Management Policy for Each Agency

CLOSED SESSION

16. PUBLIC EMPLOYMENT EVALUATION
(Pursuant to California Government Code Section 54957(b)(1))
TITLE: Interim City Manager

CLOSED SESSION

17. PUBLIC EMPLOYEE APPOINTMENT
(Pursuant to California Government Code Section 54957(b)(1))
TITLE: City Manager

CLOSED SESSION

18. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property: APN 8009-007-915 for the property located at the Southwest corner of Telegraph Road and Norwalk Boulevard
(Pursuant to California Government Code Section 54956.8)
Negotiating Parties: Don Powell
Under Negotiation: Price and Terms for the Sale of Property

Items 19 – 28 will occur in the 7:00 p.m. hour.

19. INVOCATION

20. PLEDGE OF ALLEGIANCE

21. INTRODUCTIONS

- Representatives from the Chamber of Commerce

22. ANNOUNCEMENTS

23. PRESENTATIONS

- a. Proclaiming October 4, 2017 as "Walk to School Day"
- b. Proclaiming the Month of October 2017 as "Breast Cancer Awareness Month"
- c. Proclaiming the Month of October 2017 as "Community Planning Month"
- d. Proclaiming October 8-14, 2017 as "Fire Prevention Week"

24. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Committee Appointments

25. ORAL COMMUNICATIONS

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

26. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

27. ADJOURNMENT

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



Janet Martinez, CMC
City Clerk

September 21, 2017
Date

**FOR ITEM NO. 3A
PLEASE SEE ITEM NO. 6A**



City of Santa Fe Springs

Public Financing Authority Meeting

September 28, 2017

NEW BUSINESS

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

RECOMMENDATION

That the Public Financing Authority receive and file the report.

BACKGROUND

The Santa Fe Springs Public Financing Authority (PFA) is a City entity that has periodically issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the PFA.

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 8/31/17

None

Outstanding principal at 8/31/17

\$1,960,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 8/31/17

None

Outstanding principal at 8/31/17

\$35,377,675

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 8/31/17

None

Outstanding principal at 8/31/17

\$29,270,000

Bond Repayment

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2005 Water Revenue Bonds.

The former Community Development Commission (CDC) issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012 which are administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment. Instead, distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding within the City's capital improvement program (CIP).

2016 Bond Refunding

In July 2016 the Successor Agency issued its 2016 Tax Allocation Refunding Bonds, which paid off several bond issuances of the former CDC. The bonds were originally issued through the Public Financing Authority and included the 2001 Series A, 2002 Series A, 2003 Series A, the current interest portion of the 2006 Series A, and 2006 Series B bond issuances.



Don Powell
Interim City Manager/Executive Director

FOR ITEM NO. 3C
PLEASE SEE ITEM NO. 15

**FOR ITEM NO. 4A
PLEASE SEE ITEM NO. 6A**



City of Santa Fe Springs

Water Utility Authority Meeting

September 28, 2017

NEW BUSINESS

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

The Santa Fe Springs Water Utility Authority (WUA) is a City entity that has issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the WUA.

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 8/31/17

None

Outstanding principal at 8/31/17

\$6,890,000

In May 2013 the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds (issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds were restricted for use on water system improvements. In August 2013 the Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12 Project and all proceeds were since used on this project.

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 Water Revenue Bonds.

The WUA was formed in June of 2009. Water revenue bonds issued prior to this date were issued through the City of Santa Fe Springs Public Financing Authority.

A handwritten signature in black ink, appearing to read "Don Powell", is written over a circular stamp or seal.

Don Powell
Interim City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

September 28, 2017

NEW BUSINESS

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

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

Water Well Zone 1 - Hydrogeological Services

At the April 13, 2017 City Council Meeting, Richard Slade and Associates (RCS) was awarded a contract to design a new water production well in Zone 1. Currently RCS are working on delivering Plans and Specifications for staff to review. A new operating production well within Zone 1 will enhance the reliability of the water production and distribution system. The new well will offset the costly purchase of treated surface water provided to the City by the Metropolitan Water District.

Interstate 5 Freeway Widening Water Main Relocation for the Florence Avenue Segment (Phase II)

At the April 13, 2017 City Council Meeting a contract was awarded to G.J. Gentry (Gentry) of Upland in the amount of \$647,390.00 to perform water main line work in conjunction with the I-5 Freeway Widening Project. A Notice to Proceed was issued to Gentry to commence work on August 7, 2017. Currently, Gentry has completed the majority of water main work on the west side of the I-605 Freeway. Pressure testing and bacteriological sampling are currently underway with anticipated system tie-ins to be completed in October 2017.

Water Well No. 12 Ground Water Treatment System

At the July 27, 2017 City Council Meeting, Council directed staff to authorize the advertisement of a Ground Water Treatment System for Water Well No. 12. Bids for the project were received on September 19, 2017. All bids are currently being reviewed by City Staff.

Construction Management and Inspection Services - Water Well No. 12 Ground Water Treatment System

At the June 22, 2017 City Council Meeting, Council directed staff to authorize the advertisement of a Request for Proposals (RFP) to provide Construction Management and Inspection Services for construction of a Ground Water Treatment System for Water Well No. 12. All Proposals were received on September 19, 2017 and are currently being evaluated by City Staff.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

A handwritten signature in blue ink, appearing to be "N. Negrete", is written over the printed name of the Director.

Date of Report: September 21, 2017

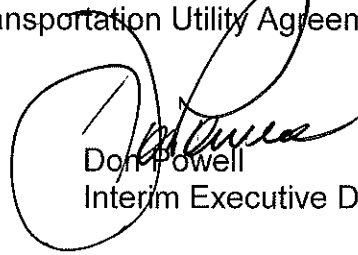
ITEM NO. 4C

INFRASTRUCTURE IMPACT

A fully functioning water production well will provide a source of potable water within Pressure Zone I and enhance the reliability of the City's water system. The installation of new water mains due to the I-5 widening project will update and extend the service life of pipelines serving the City's water system.

FISCAL IMPACT

The Water Well in Zone 1 project is currently not funded beyond the hydrogeological services. The I-5 Florence Water Main Relocation, Phase II Project is funded through State Transportation Utility Agreements.



Don Powell
Interim Executive Director

Attachments:

None

FOR ITEM NO. 4D
PLEASE SEE ITEM NO. 15



City of Santa Fe Springs

Successor Agency Meeting

September 28, 2017

NEW BUSINESS

Resolution SA-2017-003 – Adopt a Resolution of the City Council of the City of Santa Fe Springs, Acting As the Successor Agency to the Community Development Commission of the City of Santa Fe Springs, Approving the Issuance of Refunding Bonds, Approving Related Documents, and Providing for Other Related Matters

RECOMMENDATION

That the Successor Agency Board approve the proposed financing team and adopt the attached resolution approving the issuance of refunding bonds to refund outstanding bonds of the dissolved Community Development Commission, approve the execution of necessary financing documents and request Oversight Board approval for the issuance of refunding bonds.

BACKGROUND

The Santa Fe Springs Community Development Commission (the "Original Agency") issued \$43,015,000 of Tax Allocation Bonds in 2007 (the "2007 Bonds"), of which \$24,945,000 is currently outstanding. The tax-exempt bonds have interest rates ranging from 4.5% to 5% with a final maturity of September 1, 2022.

The Original Agency was dissolved pursuant to State law and the Successor Agency to the Community Development Commission of the City of Santa Fe Springs (the "Successor Agency") is the successor to the Original Agency. As a result, the Successor Agency is responsible for repayment of the 2007 Bonds. Per Health & Safety Code Section 34177.5, the Successor Agency may refund existing bonds, with approval of the Oversight Board and the State Department of Finance, for the purpose of creating debt service savings.

DISCUSSION

Interest rates are currently at historic lows. The 2007 bonds are all currently callable on any date with no premium and are eligible to be refunded with new tax allocation bonds (the "2017 Bonds"), which, under current market conditions, would result in total debt service savings of approximately \$11 million (\$1,457,000 in net present value ("NPV") savings), which is equal to 5.84% of the outstanding principal amount of the 2007 Bonds, exceeding the Government Finance Officers Association's ("GFOA") recommendation of at least 3%. The current maturity date of 2022 for the 2007 Bonds would not be extended. The final savings will depend upon the market interest rates at the time the 2017 Bonds are priced. The estimated combined annual savings amount would be allocated to enforceable obligations, administrative cost and/or split among taxing entities, including the county, school districts, and the City's General Fund.

The proposed transaction includes issuing up to \$17 million of 2017 Bonds to refund the \$24,945,000 outstanding balance of the 2007 Bonds. The par amount of the 2017 Bonds will be significantly lower than the outstanding 2007 Bonds due to debt service



City of Santa Fe Springs

Successor Agency Meeting

September 28, 2017

reserve funds currently on deposit with the trustee that would be used to immediately pay down the balance of the 2007 Bonds. This is also the reason that the cash flow savings would be approximately \$11 million while the NPV savings would be approximately \$1.5 million. The excess reserve funds relate to balances on hand with the trustee to secure repayment of the 2007 bonds as well as excess funds available after the refunding of prior bond issuance in July 2016.

Private Placement vs. Public Offering

Through municipal bond market analysis, and bidding of indicative rates from banks, staff has determined that a private placement is the best financial structure for this transaction, as opposed to a public offering.

Public Offering – A public offering is the sale of bonds, through an underwriter in the open market to any type of investor. The securities are required to be sold in connection with the preparation of an official statement detailing a variety of information about the issuer and security for repayment of the bonds. These bonds typically require a debt service reserve fund to be held by the trustee and/or the purchase of a surety bond policy. Issuance costs can be significantly higher than a private placement due to underwriter's costs, additional professional fees and costs of rating agencies.

Private Placement – A private placement is the sale of bonds, through a placement agent, to one or a small number of select investors, usually large banks, mutual funds, insurance companies, and pension funds. Since a private placement is offered to a few select investors, the preparation of an official statement is not required, and in many cases, the funding of a debt service reserve or purchase of a surety bond policy is not necessary. Usually, issuance costs are significantly less than a public offering.

In general, private placement transactions tend to make more sense for smaller bond issuances and when the final maturity is shorter (i.e. less than 10 years). Conversely, public offerings are more attractive for longer terms (i.e. 30 years) and larger amounts.

Listed below are the summary points of the analysis comparing a public bond offering to a private placement.

Public Offering

- Rating fee, higher legal costs, bond insurance premium, surety policy premium
- Market Rate as of September 11, 2017: 1.47%
- Total Estimated Annual Cash Flow Savings: \$11,227,087
- NPV Savings: \$1,283,000 (5.14%)
- Estimated Cost of Issuance: \$670,000



City of Santa Fe Springs

Successor Agency Meeting

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Private Placement

- No rating fee, lower legal costs, no bond insurance or surety policy costs
- Indicative Rate as of September 11, 2017: 2.05%
- Total Estimated Annual Cash Flow Savings: \$11,399,033
- NPV Savings: \$1,457,000 (5.84%)
- Estimated Cost of Issuance: \$175,000

Although the public offering offers a lower market rate, the overall savings is less due to the additional costs of issuance involved in the transaction.

Through a bidding process, the Successor Agency received four (4) private placement proposals with the lowest indicative rate from Opus Bank. The tax-exempt rate is subject to daily adjustments based on a formula tied to the 3-Year Treasury rate with the Agency able to lock in the rate for 60 days before closing. Because municipal market rates are subject to daily adjustments, and to ensure the Agency manages market risk, the City's finance team recommends exercising the private placement structure so that a rate can be locked in several weeks prior to closing.

With ample savings above the GFOA recommended threshold of 3%, the financing team expects to exceed this minimum savings amount even with the normal daily fluctuations in the market prior to the rate lock. In the unlikely event that savings drop below 3% of the NPV, staff will not proceed with the refunding but will come back to the City Council for further direction.

Documents to be Approved

Approval of the Resolution will authorize the execution of the following documents upon closing of the 2017 Bonds, which are attached to this report:

- **Indenture** - This document contains the terms of the 2017 Bonds, including payment and redemption provisions, definition and pledge of tax revenues to pay the 2017 Bonds, rights and duties of the trustee, remedies upon a default in the payment of the 2017 Bonds, and final discharge of the 2017 Bonds and other related matters.
- **Placement Agent Agreement** – This document contains the terms and conditions under which the Placement Agent agrees to locate a purchaser for the purchase and delivery of the 2017 Bonds, consistent with the terms of the Indenture.
- **Irrevocable Refunding Instructions** - This document is an instruction from the Successor Agency to the trustee for the 2007 Bonds with respect to the deposit and application of funds (including 2017 Bond proceeds) to defease and redeem the 2007 Bonds.



City of Santa Fe Springs

Successor Agency Meeting

September 28, 2017

- **Bond Purchase Agreement** – One or more bond purchase agreements will be executed by the Successor Agency and the purchaser(s) of the 2017 Bonds. The bond purchase agreement details the conditions under which the purchasers will buy the 2017 Bonds.
- **Independent Financial Advisor: Debt Service Savings Analysis** – Under Health & Safety Code Section 34177.5, the Successor Agency must make diligent efforts to ensure that the lowest long-term cost financing is obtained, employ an independent financial advisor in developing financing proposals and make the work products of the financial advisor available to the Department of Finance. The Successor Agency's financial advisor, Urban Futures, has prepared a report summarizing the available savings.

On August 23, 2017 staff met with the City Council Finance Subcommittee (consisting of Mayor Pro Tem Sarno and Councilmember Moore) to review the proposed refunding with Mr. Michael Busch of Urban Future's Inc., the City's independent municipal advisor and fiscal consultant. The Subcommittee recommended the proposed refunding for City Council consideration.

If approved this evening, this item will be presented to the Oversight Board in early October 2017. Subsequently, if the board approves the refunding, it will be submitted to the State Department of Finance for final approval. Based on a preliminary schedule, it is anticipated that the Proposed 2017 Bonds would close by mid-December 2017, at which time a redemption notice would be issued to fully redeem the refunded bonds.

The Successor Agency's financing team of Urban Futures, Inc. as independent municipal advisor and fiscal consultants, Jones Hall, a Professional Corporation, as bond and disclosure counsel, Stifel, Nicolaus & Company, Incorporated, as placement agent, and US Bank National Association, as trustee, are proposed. The related fees for all firms are payable only upon completion of the financing. The estimated costs of issuance are attached to this report.

FISCAL IMPACT

Under current market conditions, the proposed 2017 Bonds will generate an estimated total debt service savings of \$11 million net of all costs of issuance. The term of the 2017 Bonds will not exceed the existing term of the 2007 Bonds, and overall debt service will be reduced in each year until 2022, when the 2017 Bonds will be completely repaid.

The \$11 million debt service savings will result in revenue of approximately \$153,000 per year for the next five years in additional Redevelopment Property Tax Trust Funds ("RPTTF") to the City's General Fund. In addition, the City will receive \$20,000 at bond closing to cover staff time and other costs associated with the 2017 Bonds.



City of Santa Fe Springs

Successor Agency Meeting

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The source of repayment of the 2017 Bonds would not change and continue to be limited to tax revenues (in amounts equivalent to the former tax increment revenues) deposited by the County into the Successor Agency's Redevelopment Property Tax Trust Fund. The 2017 Bonds are payable on a subordinate basis to the Original Agency's outstanding 2006 capital appreciation bonds (which are not subject to redemption prior to their stated maturity dates) and the Successor Agency's 2016 refunding bonds.

The 2017 Bonds would not be a debt of the City, but a special limited obligation of the Successor Agency. Related costs of the Successor Agency will either be recovered through the 2017 Bond proceeds if the 2017 Bonds are issued, or if not, through the annual Recognized Obligation Payments Schedule (ROPS) process as set by the State.



Don Powell

Interim City Manager

Attachments:

- A. Resolution SA-2017-003 of the Successor Agency Board of the City of Santa Fe Springs Successor Agency approving the issuance Tax Allocation Refunding Bonds, Series 2017
- B. Indenture of Trust
- C. Placement Agent Agreement
- D. Irrevocable Refunding Instructions
- E. Bond Purchase Agreement
- F. Independent Financial Advisor: Debt Service Savings Analysis
- G. Estimated Costs of Issuance

ATTACHMENT A

RESOLUTION NO. SA-2017-003

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,
ACTING AS THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF SANTA FE SPRINGS, APPROVING THE ISSUANCE
OF REFUNDING BONDS, APPROVING RELATED DOCUMENTS, AND PROVIDING
FOR OTHER RELATED MATTERS**

WHEREAS, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, all Section references hereinafter being to such Code), the Community Development Commission of the City of Santa Fe Springs (the "Former Agency") has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, the Successor Agency to the Community Development Commission of the City of Santa Fe Springs (the "Successor Agency") has become the successor entity to the Former Agency;

WHEREAS, prior to dissolution of the Former Agency, for the purpose of financing redevelopment activities of the Former Agency, the Former Agency issued, among other bonds, the following outstanding bonds:

(i) \$27,658,493.15 Community Development Commission of the City of Santa Fe Springs Consolidated Redevelopment Project Tax Allocation Bonds, 2006 Series A (the "2006A Bonds"), issued pursuant to the Indenture of Trust, dated as of February 1, 1992, by and between the Agency and U.S. Bank National Association, as successor trustee, and a Fifth Supplement to Indenture of Trust, dated as of August 1, 2006, a portion of which were issued as current interest bonds and a portion of which were issued as capital appreciation bonds (the "2006A Capital Appreciation Bonds"); and

(ii) \$43,015,000 Community Development Commission of the City of Santa Fe Springs Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2007 Series A ("2007 Bonds"), issued pursuant to the Indenture of Trust, dated as of February 1, 1992, by and between the Agency and U.S. Bank National Association, as successor trustee, and a Seventh Supplement to Indenture of Trust, dated as of June 1, 2007;

WHEREAS, Section 34177.5 authorizes the Successor Agency to issue refunding bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Refunding Law") for the purpose of achieving debt service savings within the parameters set forth in Section 34177.5(a)(1) (the "Savings Parameters");

WHEREAS, the Successor Agency wishes to issue its Successor Agency to the Community Development Commission of the City of Santa Fe Springs 2017 Subordinate Tax Allocation Refunding Bonds (the "2017 Refunding Bonds") for the

purpose of refunding the outstanding 2007 Bonds; the 2006A Capital Appreciation Bonds will remain outstanding;

WHEREAS, the Successor Agency previously issued its Successor Agency to the Community Development Commission of the City of Santa Fe Springs 2016 Subordinate Tax Allocation Refunding Bonds (Federally Taxable) (the "2016 Bonds") under the Refunding Law to refund other outstanding bonds issued by the Former Agency;

WHEREAS, the Successor Agency wishes to pledge tax increment generated in the Consolidated Redevelopment Project to the 2017 Refunding Bonds on a subordinate basis to its pledge of such tax increment to the 2006A Capital Appreciation Bonds and the 2016 Bonds;

WHEREAS, to determine compliance with the Savings Parameters for purposes of the issuance of the 2017 Refunding Bonds, the Successor Agency has caused its municipal advisor, Urban Futures, Inc. (the "Municipal Advisor"), to prepare an analysis of the potential savings that will accrue to the Successor Agency and to applicable taxing entities as a result of the use of the proceeds of the 2017 Refunding Bonds to refund the 2007 Bonds (the "Debt Service Savings Analysis");

WHEREAS, the Successor Agency desires at this time to approve the issuance of the 2017 Refunding Bonds and to approve the form of and authorize the execution and delivery of the Indenture of Trust providing for the issuance of the 2017 Refunding Bonds, which will be between the Successor Agency and U.S. Bank National Association, as trustee (the "Indenture"), Irrevocable Refunding Instructions to be given by the Successor Agency to U.S. Bank National Association, as trustee for the 2007 Bonds and one or more bond purchase agreements between the Successor Agency and the purchaser(s) of the 2017 Refunding Bonds;

WHEREAS, the Successor Agency has determined to sell the 2017 Refunding Bonds in a private placement, wishes to retain Stifel, Nicolaus & Company, Incorporated (the "Placement Agent") to act as placement agent for the 2017 Refunding Bonds;

WHEREAS, pursuant to Section 34179 of the Dissolution Act, an oversight board (the "Oversight Board") has been established for the Successor Agency;

WHEREAS, the Successor Agency wishes to request that the Oversight Board approve and direct the issuance of the 2017 Refunding Bonds pursuant to this Resolution and the Indenture; and

WHEREAS, the Successor Agency further wishes to request that the Oversight Board make certain determinations described below on which the Successor Agency will rely in undertaking the refunding proceedings and the issuance of the 2017 Refunding Bonds;

NOW, THEREFORE, THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Determination of Savings. The Successor Agency hereby determines that there are significant potential savings available to the Successor Agency and to applicable taxing entities in compliance with the Savings Parameters as a result of the issuance by the Successor Agency of the 2017 Refunding Bonds to provide funds to refund and defease the 2007 Bonds, all as evidenced by the Debt Service Savings Analysis on file with the Successor Agency, which Debt Service Savings Analysis is hereby approved.

SECTION 2. Approval of Issuance of the 2017 Refunding Bonds. The Successor Agency hereby authorizes and approves the issuance of the 2017 Refunding Bonds under the Law and the Refunding Law in the aggregate principal amount of not to exceed \$17,000,000, provided that the 2017 Refunding Bonds are in compliance with the Savings Parameters at the time of sale and delivery.

The Successor Agency hereby approves the use of funding approved on the Successor Agency's Recognized Obligation Payment Schedule for debt service on the 2007 Bonds in calendar year 2018 to pay debt service on the 2017 Refunding Bonds in the same period.

SECTION 3. Approval of Indenture. The Successor Agency hereby approves the Indenture prescribing the terms and provisions of the 2017 Refunding Bonds and the application of the proceeds of the 2017 Refunding Bonds. Each of the Mayor of the City of Santa Fe Springs, as Chair of the Successor Agency, the City Manager of the City of Santa Fe Springs, as the chief administrative officer of the Successor Agency, the Finance Director, as the chief financial officer of the Successor Agency, the City Attorney of the City, as the general counsel of the Successor Agency, or the written designee of any such officer (each, an "Authorized Officer"), is hereby authorized and directed to execute and deliver, and the Secretary of the Successor Agency is hereby authorized and directed to attest to, the Indenture for and in the name and on behalf of the Successor Agency, in substantially the form on file with the Successor Agency, with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery of the Indenture. The Successor Agency hereby authorizes the delivery and performance of the Indenture.

SECTION 4. Approval of Irrevocable Refunding Instructions. The form of the Irrevocable Refunding Instructions on file with the Successor Agency is hereby approved and the Authorized Officers are, each acting alone, hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to execute and deliver the Irrevocable Refunding Instructions. The

Successor Agency hereby authorizes the delivery and performance of its obligations under the Irrevocable Refunding Instructions.

SECTION 5. Oversight Board Approval of the Issuance of the Bonds. The Successor Agency hereby requests that the Oversight Board, as authorized by Section 34177.5(f) and Section 34180 of the Dissolution Act, approve and direct the issuance of the 2017 Refunding Bonds pursuant to Section 34177.5(a)(1) and this Resolution and the Indenture.

SECTION 6. Determinations by the Oversight Board. The Successor Agency requests that the Oversight Board make the following determinations upon which the Successor Agency will rely in undertaking the refunding proceedings and the issuance of the 2017 Refunding Bonds:

(a) The Successor Agency is authorized, as provided in Section 34177.5(f), to recover its costs related to the issuance of the 2017 Refunding Bonds from the proceeds of the 2017 Refunding Bonds, including the cost of reimbursing the City for administrative staff time spent with respect to the authorization, issuance, sale and delivery of the 2017 Refunding Bonds;

(b) The application of proceeds of the 2017 Refunding Bonds by the Successor Agency to the refunding and defeasance of all or a portion of the 2007 Bonds, as well as the payment by the Successor Agency of costs of issuance of the 2017 Refunding Bonds, as provided in Section 34177.5(a), shall be implemented by the Successor Agency promptly upon sale and delivery of the 2017 Refunding Bonds, notwithstanding Section 34177.3 or any other provision of law to the contrary, without the approval of the Oversight Board, the California Department of Finance, the Los Angeles County Auditor-Controller or any other person or entity other than the Successor Agency;

(c) The Successor Agency shall be entitled to receive its full Administrative Cost Allowance under Section 34183(a)(3) without any deductions with respect to continuing costs related to the 2017 Refunding Bonds, such as trustee's fees, auditing and fiscal consultant fees and continuing disclosure and rating agency costs (collectively, "Continuing Costs of Issuance"), and such Continuing Costs of Issuance shall be payable from property tax revenues pursuant to Section 34183. In addition and as provided by Section 34177.5(f), if the Successor Agency is unable to complete the issuance of the 2017 Refunding Bonds for any reason, the Successor Agency shall, nevertheless, be entitled to recover its costs incurred with respect to the refunding proceedings from such property tax revenues pursuant to Section 34183 without reduction in its Administrative Cost Allowance.

(d) The Successor Agency is authorized to use funding approved on the Successor Agency's Recognized Obligation Payment Schedule for debt

service on the 2007 Bonds in calendar year 2018 to pay debt service on the 2017 Refunding Bonds in the same period.

SECTION 7. Filing of Debt Service Savings Analysis and Resolution. The Secretary of the Successor Agency is hereby authorized and directed to file the Debt Service Savings Analysis, together with a certified copy of this Resolution, with the Oversight Board, and, as provided in Section 34180(j), with the Los Angeles County Administrative Officer, the Los Angeles County Auditor-Controller and the California Department of Finance.

SECTION 8. Sale of Refunding Bonds. The Successor Agency hereby approves the sale of the 2017 Refunding Bonds by the Successor Agency in a private placement to one or more financial institutions to be selected by the City Manager and the Finance Director.

Each of the Authorized Officers is hereby authorized and directed to execute and deliver, and the Secretary of the Successor Agency is hereby authorized and directed to attest to, one or more bond purchase agreements for and in the name and on behalf of the Successor Agency, in substantially the form on file with the Successor Agency, with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery of the bond purchase agreement(s). The Successor Agency hereby authorizes the delivery and performance of the bond purchase agreement(s).

SECTION 9. Issuance of Refunding Bonds in Whole or in Part. It is the intent of the Successor Agency to sell and deliver the 2017 Refunding Bonds in whole, provided that there is compliance with the Savings Parameters. However, the Successor Agency will initially authorize the sale and delivery of the 2017 Refunding Bonds in whole or, if such Savings Parameters cannot be met with respect to the whole, then in part; provided that the 2017 Refunding Bonds so sold and delivered in part are in compliance with the Savings Parameters. The sale and delivery of the 2017 Refunding Bonds in part will in each instance provide sufficient funds only for the refunding of that portion of the 2007 Bonds that meet the Savings Parameters. In the event the 2017 Refunding Bonds are initially sold in part, the Successor Agency intends to sell and deliver additional parts of the 2017 Refunding Bonds without the further approval of the Successor Agency or the Oversight Board, provided that in each such instance the 2017 Refunding Bonds so sold and delivered in part are in compliance with the Savings Parameters.

SECTION 10. Municipal Bond Insurance and Reserve Fund Insurance Policy. The Authorized Officers, each acting alone, are hereby authorized and directed to take all actions necessary to obtain a municipal bond insurance policy for the 2017 Refunding Bonds and a debt service reserve fund insurance policy for the 2017 Refunding Bonds from a municipal bond insurance

company if it is determined, upon consultation with the Municipal Advisor and the Placement Agent, that such municipal bond insurance policy and/or debt service reserve fund insurance policy will reduce the true interest costs with respect to the 2017 Refunding Bonds.

SECTION 11. Professional Services. The Authorized Officers are hereby authorized to retain, in connection with the issuance of the 2017 Refunding Bonds, Urban Futures, Inc., as municipal advisor and as fiscal consultant, Stifel, Nicolaus & Company, Incorporated, as placement agent, and the firm of Jones Hall, A Professional Law Corporation, as bond counsel, and to execute professional services agreement with each such firm. Additionally, the selection of U.S. Bank National Association, as trustee for the 2017 Refunding Bonds, is hereby confirmed.

SECTION 12. Official Actions. The Authorized Officers and any and all other officers of the Successor Agency and the Commission are hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in obtaining the requested approval by the California Department of Finance, and in the issuance, sale and delivery of the 2017 Refunding Bonds, including execution and delivery by an Authorized Officer of a rate lock agreement or similar agreement with the purchaser(s) of the 2017 Refunding Bonds. Whenever in this Resolution any officer of the Successor Agency is directed to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

SECTION 13. Effective Date. This Resolution shall take effect from and after the date of approval and adoption thereof.

APPROVED AND ADOPTED this 28th day of September 2017.

William K. Rounds, Mayor

Attest:

City Clerk

ATTACHMENT B

INDENTURE OF TRUST

Dated as of _____, 2017

by and between the

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

and

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

Relating to

**\$ _____
Successor Agency to the Community Development Commission of the City of
Santa Fe Springs
2017 Subordinate Tax Allocation Refunding Bonds**

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this "Indenture") is made and entered into and dated as of _____, 2017, by and between the SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, a public entity duly existing under the laws of the State of California (the "Successor Agency"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee");

WITNESSETH:

WHEREAS, the former Community Development Commission of the City of Santa Fe Springs (the "Former Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (the "Community Redevelopment Law");

WHEREAS, a Redevelopment Plan (as defined herein) for the Project Area (as defined herein) was adopted in compliance with all requirements of the Community Redevelopment Law;

WHEREAS, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, Section references hereinafter being to such Code), the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, the Successor Agency has become the successor entity to the Former Agency;

WHEREAS, prior to dissolution of the Former Agency, for the purpose of financing redevelopment activities of the Former Agency, the Former Agency issued, among other bonds, the following outstanding bonds:

(i) \$27,658,493.15 Community Development Commission of the City of Santa Fe Springs Consolidated Redevelopment Project Tax Allocation Bonds, 2006 Series A (the "2006A Bonds"), issued pursuant to the Indenture of Trust, dated as of February 1, 1992 (the "1992 Master Indenture"), by and between the Agency and U.S. Bank National Association, as successor trustee, and a Fifth Supplement to Indenture of Trust, dated as of August 1, 2006, a portion of which were issued as current interest bonds and a portion of which were issued as capital appreciation bonds (the "2006A Capital Appreciation Bonds"); and

(ii) \$43,015,000 Community Development Commission of the City of Santa Fe Springs Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2007 Series A ("2007 Bonds"), issued pursuant to the 1992 Master Indenture as supplemented by a Seventh Supplement to Indenture of Trust, dated as of June 1, 2007.

WHEREAS, Assembly Bill X1 26, effective June 29, 2011, together with AB 1484, effective June 27, 2012 ("AB 1484"), resulted in the dissolution of the Former Agency as of February 1, 2012, and the vesting in the Successor Agency of certain of the authority, rights, powers, duties and obligations of the Former Agency;

WHEREAS, AB 1484, among other things, authorizes the Successor Agency to issue bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Refunding Law") for the purpose of achieving debt service savings within the parameters set forth in said Section 34177.5(a);

WHEREAS, the Successor Agency has determined to defease and redeem the 2007 Bonds; the 2006A Capital Appreciation Bonds will remain outstanding;

WHEREAS, the Successor Agency has determined that it will achieve debt service savings within the debt service savings parameters set forth in said Section 34177.5(a) by the issuance pursuant to the Law and the Refunding Law of its \$_____ aggregate principal amount of Successor Agency to the Community Development Commission of the City of Santa Fe Springs 2017 Subordinate Tax Allocation Refunding Bonds (the "2017 Bonds") to provide funds to refund all of the outstanding 2007 Bonds;

WHEREAS, the Successor Agency has complied with the provisions of the 1992 Master Indenture that apply to the issuance of bonds that are payable on a subordinate basis to the 2006A Capital Appreciation Bonds;

WHEREAS, in order to provide for the authentication and delivery of the 2017 Bonds, to establish and declare the terms and conditions upon which the 2017 Bonds are to be issued and secured and to secure the payment of the principal thereof and interest and redemption premium (if any) thereon, the Successor Agency and the Trustee have duly authorized the execution and delivery of this Indenture; and

WHEREAS, all acts and proceedings required by law necessary to make the 2017 Bonds when executed by the Successor Agency, and authenticated and delivered by the Trustee, the valid, binding and legal special obligations of the Successor Agency, and to constitute this Indenture a legal, valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done or taken;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of and the interest and redemption premium (if any) on all the 2017 Bonds issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the 2017 Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the 2017 Bonds by the Owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, the Successor Agency and the Trustee do hereby covenant and agree with one another, for the benefit of the respective Owners from time to time of the 2017 Bonds, as follows:

ARTICLE I

DETERMINATIONS; DEFINITIONS

Section 1.01. Findings and Determinations. The Successor Agency has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the 2017 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Successor Agency is now duly empowered, pursuant to each and every requirement of law, to issue the 2017 Bonds in the manner and form provided in this Indenture.

Section 1.02. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.02 shall, for all purposes of this Indenture, of any Supplemental Indenture, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.

"Accredited Investor" means an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the United States Securities Act of 1933, as amended.

"Annual Debt Service" means, for each Bond Year, the sum of (a) the interest payable on the Outstanding Bonds and Parity Debt in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled and (b) the principal amount of the Outstanding Bonds (including any mandatory sinking fund redemption amount) and Parity Debt payable by their terms in such Bond Year.

"Authorized Denomination" means, with respect to the 2017 Bonds, the outstanding principal amount thereof.

"Bond" or "Bonds" means the 2017 Bonds and, if the context requires, any additional Parity Debt issued pursuant to a Supplemental Indenture pursuant to Section 5.02 hereof.

"Bond Counsel" means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys appointed by or acceptable to the Successor Agency, of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Code.

"Bond Proceeds Fund" means the fund by that name established and held by the Trustee pursuant to Section 3.03.

"Bond Year" means, any twelve-month period beginning on September 2 in any year and ending on the next succeeding September 1, both dates inclusive, except that the first Bond Year shall begin on the Closing Date, and end on September 1, 2018.

"Business Day" means a day of the year on which banks in Los Angeles, California, or the city where the Principal Corporate Trust Office is located are not required or permitted to be closed and on which the New York Stock Exchange is not closed.

"City" means the City of Santa Fe Springs, a municipal corporation and general law city duly organized and existing under the laws of the State of California.

"Closing Date" means, with respect to the 2017 Bonds, the date on which the 2017 Bonds are delivered by the Trustee to the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Community Redevelopment Law" means the Community Redevelopment Law, constituting Part 1 of Division 24 of the California Health and Safety Code.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate executed by the Successor Agency dated as of the Closing Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Successor Agency relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to County and Successor Agency administrative staff costs, printing expenses, bond insurance and surety bond premiums, transferred proceeds penalties due the United States of America, underwriting fees, rating agency fees, filing and recording fees, initial fees and charges and first annual administrative fee of the Trustee and fees and expenses of its counsel, fees, charges and disbursements of attorneys, financial advisors, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds.

"Costs of Issuance Account" means the account by that name within the Bond Proceeds Fund established and held by the Trustee pursuant to Section 3.03.

"County" means the County of Los Angeles, a county duly organized and existing under the Constitution and laws of the State.

"Debt Service Fund" means the fund by that name established and held by the Trustee pursuant to Section 4.03.

"Defeasance Obligations" means (i) cash and (ii) Federal Securities.

"Dissolution Act" means Part 1.85 (commencing with Section 34170) of Division 24 of the California Health and Safety Code.

"Event of Default" means any of the events described in Section 8.01.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other

investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, (iv) any commingled investment fund in which the Agency and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment, or (v) the investment is the Local Agency Investment Fund of the State of California but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States, as certified in writing by the Agency to the Trustee.

"Federal Securities" means any direct, noncallable general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS and TGRS), or obligations the payment of principal of and interest on which are unconditionally guaranteed by the United States of America.

"Fiscal Year" means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve month period selected and designated by the Successor Agency to the Trustee in writing as its official fiscal year period.

"Former Agency" means the former Community Development Commission of the City of Santa Fe Springs, a public body corporate and politic duly organized and existing under the Community Redevelopment Law and dissolved in accordance with the Dissolution Act.

"Indenture" means this Indenture of Trust by and between the Successor Agency and the Trustee, as originally entered into or as it may be amended or supplemented by any Supplemental Indenture entered into pursuant to the provisions hereof.

"Independent Accountant" means any accountant or firm of such accountants duly licensed or registered or entitled to practice as such under the laws of the State, appointed by the Successor Agency, and who, or each of whom:

(a) is in fact independent and not under domination of the Successor Agency;

(b) does not have any substantial interest, direct or indirect, with the Successor Agency; and

(c) is not connected with the Successor Agency as an officer or employee of the Successor Agency, but who may be regularly retained to make reports to the Successor Agency.

"Independent Redevelopment Consultant" means any consultant or firm of such consultants appointed by the Successor Agency, and who, or each of whom:

(a) is judged by the Successor Agency to have experience in matters relating to the issuance of tax allocation refunding bonds or otherwise with respect to the financing of redevelopment projects;

(b) is in fact independent and not under domination of the Successor Agency;

(c) does not have any substantial interest, direct or indirect, with the Successor Agency; and

(d) is not connected with the Successor Agency as an officer or employee of the Successor Agency, but who may be regularly retained to make reports to the Successor Agency.

"Information Services" means "EMMA" or the "Electronic Municipal Market Access" system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the Successor Agency may designate in a Written Certificate of the Successor Agency delivered to the Trustee.

"Interest Account" means the account by that name established and held by the Trustee pursuant to Section 4.03(a).

"Interest Payment Date" means March 1 and September 1 of each year, commencing March 1, 2018, so long as any of the Bonds remain Outstanding hereunder.

"Law" means the Community Redevelopment Law, constituting Part 1 of Division 24 of the California Health and Safety Code, together with the Dissolution Act, and the acts amendatory thereof and supplemental thereto.

"Maximum Annual Debt Service" means, as of the date of calculation, the largest Annual Debt Service for the current or any future Bond Year, including payments on any Parity Debt, as certified in writing by the Successor Agency to the Trustee.

"1992 Master Indenture" means the Indenture of Trust, dated as of February 1, 1992, by and between the Agency and U.S. Bank National Association, as successor trustee.

"Original Purchaser" means _____.

"Outstanding" when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.05) all Bonds except:

(a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the Successor Agency pursuant hereto.

"Oversight Board" means the Oversight Board for the Successor Agency, duly constituted from time to time pursuant to Section 34179 of the California Health and Safety Code.

"Owner" or "Bondowner" means, with respect to any Bond, the person in whose name the ownership of such Bond shall be registered on the Registration Books.

"Parity Debt" means any bonds, notes or other obligations that are payable from and secured by a lien on Tax Revenues that is on parity with the lien under this Indenture.

"Parity Debt Instrument" means any resolution, indenture of trust, loan agreement, trust agreement or other instrument authorizing the issuance of any Parity Debt, including, without limitation, a Supplemental Indenture authorized by Section 7.01(e).

"Pass-Through Agreements" means, collectively: (i) the agreement dated as of June 23, 1981, by and between the Former Agency, the City and the County of Los Angeles; (ii) the agreement dated as of September 27, 1990, by and between the City, the Former Agency and the County of Los Angeles; (iii) the agreement dated as of December 13, 1990, by and between the City, the Former Agency and the Little Lake City School District and (iv) the agreement dated as of December 13, 1990, by and between the City, the Former Agency and the Whittier Union High School District, each such agreement having been entered into by the Former Agency pursuant to Section 33401 of the Law.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein (provided that the Trustee shall be entitled to conclusively rely upon any investment direction from the Agency as conclusive certification to the Trustee that the investments described therein are so authorized under the laws of the State), but only to the extent that the same are acquired at Fair Market Value and otherwise comply with the Successor Agency's investment policies at the time such Permitted Investment is acquired, provided that the Trustee shall be entitled to rely upon any investment directions from the Agency as conclusive certification to the Trustee that investments described therein are in compliance with the Successor Agency's investment policy then in effect:

- (a) Cash;
- (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America;
- (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America;
- (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated;
- (e) Federal Housing Administration debentures;
- (f) the following listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

- (i) Federal Home Loan Mortgage Corporation (FHLMC) senior debt obligations and Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts);
- (ii) Farm Credit System (formerly Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) consolidated system-wide bonds and notes;
- (iii) Federal Home Loan Banks (FHL Banks) consolidated debt obligations; and
- (iv) Federal National Mortgage Association (FNMA) senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts);
- (g) unsecured certificates of deposit, time deposits, and bankers' acceptances or other similar bank deposit products (having maturities of not more than 365 days) of any bank (which may include the Trustee and its affiliates) the short-term obligations of which are rated "A-1+" or better by S&P and "Prime-1" by Moody's;
- (h) deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation, in banks which have capital and surplus of at least \$15 million;
- (i) commercial paper (having original maturities of not more than 270 days) rated at the time of purchase "A-1+" by S&P and "Prime-1" by Moody's;
- (j) money market funds (including funds for which the Trustee or an affiliate receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise) rated "Aam" or "AAM-G" by S&P, or better and if rated by Moody's rated "Aa2" or better;
- (k) "State Obligations", which means:
 - (i) direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of such state, subdivision or agency and which is rated at least "Aa" by Moody's and at least "AA" by S&P;
 - (ii) direct general short-term obligations of any state agency or subdivision or agency thereof described in (a) above and rated "A-1+" by S&P and "MIG-1" by Moody's; and
 - (iii) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state or state agency described in (b) above and rated "AA-" or better by S&P and "Aa3" or better by Moody's;
- (l) pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:
 - (i) the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given

irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(ii) the municipal obligations are secured by cash or U.S. Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(iii) the principal of and interest on the U.S. Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification Report");

(iv) the cash or U.S. Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

(v) no substitution of a U.S. Treasury Obligation shall be permitted except with another U.S. Treasury Obligation and upon delivery of a new Verification Report; and

(vi) the cash or U.S. Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent;

(m) repurchase agreements with (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "AA-" by S&P and "Aa3" Moody's; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "AA-" by S&P and "Aa3" by Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated at least "AA-" by S&P and "Aa3" by Moody's;

(n) investment agreements with a domestic or foreign bank or corporation the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's; and

(o) the Local Agency Investment Fund which is administered by the California Treasurer for the investment of funds belonging to local agencies within the State of California, provided that for investment of funds held by the Trustee, the Trustee is entitled to make investments and withdrawals in its own name as Trustee.

"Principal Account" means the account by that name established and held by the Trustee pursuant to Section 4.03(b).

"Principal Corporate Trust Office" means the principal corporate trust office that the Trustee may designate in writing to the Successor Agency from time to time as the corporate trust office for purposes of this Indenture.

"Project Area" means the project area described in the Redevelopment Plan.

"Qualified Institutional Buyer" means a qualified institutional buyer as defined in Rule 144A promulgated pursuant to the United States Securities Act of 1933, as amended.

"Qualified Reserve Account Credit Instrument" means (i) the 2017 Reserve Policy and (ii) an irrevocable standby or direct-pay letter of credit, insurance policy, or surety bond issued by a commercial bank or insurance company and deposited with the Trustee, provided that all of the following requirements are met at the time of acceptance thereof by the Trustee: (a) at the time of issuance of the letter of credit, insurance policy or surety bond, S&P or Moody's have assigned a long-term credit rating to such bank or insurance company or the instrument, as applicable, of at least "AA" or "Aa"; (b) such letter of credit, insurance policy or surety bond has a term of at least 12 months; (c) such letter of credit, insurance policy or surety bond has a stated amount at least equal to the Reserve Requirement or, if such letter of credit, insurance policy or surety bond is being provided with respect to only a portion of the Reserve Requirement, such letter of credit, insurance policy or surety bond has a stated amount at least equal to that portion of the Reserve Requirement with respect to which funds are proposed to be released; and (d) the Trustee is authorized pursuant to the terms of such letter of credit, insurance policy or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Interest Account or the Principal Account for the purpose of making payments required pursuant to Sections 4.03(a), 4.03(b) or 4.03(c) of this Indenture.

"Recognized Obligation Payment Schedule" means the schedule by that name prepared in accordance with the requirements of Section 34177(l) of the California Health and Safety Code.

"Record Date" means, with respect to any Interest Payment Date, the close of business on the fifteenth (15th) calendar day of the month preceding such Interest Payment Date, whether or not such fifteenth (15th) calendar day is a Business Day.

"Redevelopment Obligation Retirement Fund" means the fund established and held by the Successor Agency pursuant to Section 34170.5(a) of the California Health and Safety Code.

"Redevelopment Plan" means the Redevelopment Plan for the Consolidated Redevelopment Project of the Successor Agency, approved by Ordinance No. 592, adopted by the City Council of the City of Santa Fe Springs on November 13, 1982 pursuant to which the City Council merged four separate redevelopment projects, namely; the Flood Ranch Redevelopment Project, approved April 14, 1966, the Pioneer-Telegraph Redevelopment Project approved June 8, 1972, the Norwalk Boulevard Redevelopment Project, approved July 31, 1972, and the Oil Field Redevelopment Project approved August 9, 1973. The Redevelopment Plan consists of the respective approved redevelopment plans, as heretofore amended, for the four described constituent redevelopment projects, as the Redevelopment Plan has been heretofore or may be hereafter duly amended pursuant to the Community Redevelopment Law.

"Redevelopment Property Tax Trust Fund" means the fund established pursuant to Section 34170.5(b) of the California Health and Safety Code and administered by the City of Santa Fe Springs.

"Registration Books" means the records maintained by the Trustee pursuant to Section 2.08 for the registration and transfer of ownership of the Bonds.

"Refunding Law" means Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State, and the acts amendatory thereof and supplemented thereto.

"Report" means a document in writing signed by an Independent Redevelopment Consultant and including:

(a) a statement that the person or firm making or giving such Report has read the pertinent provisions of this Indenture to which such Report relates;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the Report is based; and

(c) a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said consultant to express an informed opinion with respect to the subject matter referred to in the Report.

"Reserve Account" means the account by that name established and held by the Trustee pursuant to Section 4.03(d).

"Reserve Requirement" means, with respect to the 2017 Bonds, the lesser of (i) 10% of the original aggregate principal amount of the 2017 Bonds (if there is more than a de minimis amount of original issue discount or premium (as defined in the Code), the issue price shall be used instead of principal amount) or (ii) 125% of the average Annual Debt Service with respect to the 2017 Bonds or (iii) Maximum Annual Debt Service with respect to the 2017 Bonds. The Successor Agency will meet the Reserve Requirement in connection with the issuance of the 2017 Bonds by depositing the 2017 Reserve Policy in the Reserve Account.

"S&P" means Standard & Poor's Ratings Services and its successors.

"Semiannual Period" means (a) each six-month period beginning on January 1 of any calendar year and ending on June 30 of such calendar year, and (b) each six-month period beginning on July 1 of any calendar year and ending on December 31 of such calendar year.

"Senior Indenture" means (i) with respect to the 2006A Capital Appreciation Bonds, the 1992 Master Indenture, as supplemented and amended by a Fifth Supplement to Indenture of Trust, dated as of August 1, 2006 and (ii) with respect to the 2016 Bonds, the 2016 Indenture.

"Senior Obligations" means the 2006A Capital Appreciation Bonds and the 2016 Bonds.

"State" means the State of California.

"Subordinate Debt" means any loan, advances or indebtedness issued or incurred by the Successor Agency, which are either: (a) payable from, but not secured by a pledge of or lien upon, the Tax Revenues, including revenue bonds and other debts and obligations scheduled for payment pursuant to Section 34183(a)(2) of the Law; or (b) secured by a pledge of or lien upon the Tax Revenues which is subordinate to the pledge of and lien upon the Tax Revenues hereunder for the security of the Bonds and payable on the same dates as the Bonds.

"Successor Agency" means the Successor Agency to the Community Development Commission of the City of Santa Fe Springs, a public entity duly organized and existing under the Law.

"Supplemental Indenture" means any resolution, agreement or other instrument that has been duly adopted or entered into by the Successor Agency, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Tax Revenues" means, for each Fiscal Year, all moneys derived from that portion of taxes levied upon assessable property within the Project Area deposited from time to time in the Redevelopment Property Tax Trust Fund, as provided in paragraph (2) of subdivision (a) of Section 34183 of the Law, excluding (i) for each Senior Obligation, the amount pledged under the Senior Obligation Indenture to make payments on such Senior Obligation, but only to the extent required to make such payments and (ii) amounts if any, payable by the Successor Agency pursuant to Sections 33676, 33607.5, 33607.7 and 34183(a)(1) of the Law, including amounts payable under the Pass-Through Agreements, except to the extent that such amounts are payable on a basis subordinate to the payment of Annual Debt Service on the 2017 Bonds or any Parity Debt pursuant to Sections 33607.5(e) and 34177.5(c) of the Law or pursuant to the terms of the Pass-Through Agreements, as applicable.

"Trustee" means U.S. Bank National Association, as trustee hereunder, or any successor thereto appointed as trustee hereunder in accordance with the provisions of Article VI.

"2007 Bonds" means the \$43,015,000 Community Development Commission of the City of Santa Fe Springs Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2007 Series A, issued pursuant to the Indenture of Trust, dated as of February 1, 1992, by and between the Agency and U.S. Bank National Association, as successor trustee, as supplemented and amended by a Seventh Supplement to Indenture of Trust, dated as of June 1, 2007.

"2007 Bonds Refunding Fund" means the fund by that name established in Section 3.04 hereof.

"2007 Bonds Irrevocable Refunding Instructions" means the Irrevocable Refunding Instructions given by the Successor Agency to U.S. Bank National Association, as trustee for the 2007 Bonds.

"2006A Bonds" means the \$27,658,493.15 Community Development Commission of the City of Santa Fe Springs Consolidated Redevelopment Project Tax Allocation Bonds, 2006 Series A, issued pursuant to the Indenture of Trust, dated as of February 1, 1992, by and between the Agency and U.S. Bank National Association, as successor trustee, as supplemented and amended by a Fifth Supplement to Indenture of Trust, dated as of August 1, 2006.

"2006A Capital Appreciation Bonds" means the 2006A Bonds that are capital appreciation bonds.

"2017 Bonds" means the Successor Agency to the Community Development Commission of the City of Santa Fe Springs 2017 Subordinate Tax Allocation Refunding Bonds.

"2017 Reserve Insurer" means Assured Guaranty Municipal Corp., and its successors and assigns, as issuer of the 2017 Reserve Policy.

"2017 Reserve Policy" means the municipal bond debt service reserve insurance policy relating to the 2017 Bonds issued by the 2017 Reserve Insurer.

"2016 Bonds" means the Successor Agency to the Community Development Commission of the City of Santa Fe Springs 2016 Subordinate Tax Allocation Refunding Bonds (Federally Taxable).

"2016 Indenture" means the Indenture of Trust, dated as of July 1, 2016, by and between the Successor Agency and U.S. Bank National Association, as 2016 Trustee.

"2016 Trustee" means the trustee for the 2016 Bonds.

"Written Request of the Successor Agency" or "Written Certificate of the Successor Agency" means a request or certificate, in writing signed by the City Manager of the City of Santa Fe Springs or the Finance Director of the City of Santa Fe Springs or his or her designee, or by any other officer of the Successor Agency duly authorized by the Governing Board of the Successor Agency for that purpose.

Section 1.03. Rules of Construction. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

AUTHORIZATION AND TERMS

Section 2.01. Authorization of 2017 Bonds. The 2017 Bonds in the aggregate principal amount of _____ Dollars (\$_____) are hereby authorized to be issued by the Successor Agency under and subject to the terms of this Indenture, the Law and the Refunding Law. This Indenture constitutes a continuing agreement with the Owners of all of the Bonds, including the 2017 Bonds, issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal and redemption premiums (if any) and the interest on all Bonds, including the 2017 Bonds, which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The 2017 Bonds shall be issued as one series designated the "Successor Agency to the Community Development Commission of the City of Santa Fe Springs 2017 Subordinate Tax Allocation Refunding Bonds".

Section 2.02. Terms of 2017 Bonds. The 2017 Bonds shall be dated as of the Closing Date, and shall be issued in Authorized Denominations in fully registered form without coupons in the denomination of \$5,000 or any integral multiple thereof. The 2017 Bonds shall mature and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rate per annum as follows:

Maturity Date (September 1)	Principal Amount	Interest Rate Per Annum
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Interest on the 2017 Bonds (including the final interest payment upon maturity or earlier redemption) shall be payable on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee mailed by first class mail, postage prepaid, on the Interest Payment Date, to such Owner at the address of such Owner as it appears on the Registration Books as of such Record Date; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of 2017 Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Trustee prior to the applicable Record Date. Principal of and redemption premium (if any) on any 2017 Bond shall be paid upon presentation and surrender thereof, at maturity, at the Principal Corporate Trust Office of the Trustee; provided, however, that sinking fund redemption payments may be made to the registered owner of a 2017 Bond without the surrender of the 2017 Bond by the registered owner. Both the principal of and interest and premium (if any) on the 2017 Bonds shall be payable in lawful money of the United States of America.

Each 2017 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) a 2017 Bond is authenticated on or before the first Record Date, in which event it shall bear interest from the Closing Date; *provided, however*, that if, as of the

date of authentication of any 2017 Bond, interest thereon is in default, such 2017 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Section 2.03. Redemption of 2017 Bonds.

(a) No Optional Redemption. The 2017 Bonds are not subject to optional redemption prior to their stated maturity date.

(b) Mandatory Sinking Fund Redemption. The 2017 Bonds are subject to mandatory redemption in whole, or in part by lot, on March 1 and September 1 in each year, commencing March 1, 2018, as set forth below, from sinking fund payments made by the Successor Agency to the Principal Account pursuant to Section 4.03(b), at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on the dates in the respective years as set forth in the following table.

<u>Mandatory Sinking Fund Redemption Date</u>	<u>Amount</u>
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Section 2.04. Form of 2017 Bonds. The 2017 Bonds, the form of Trustee's Certificate of Authentication, and the form of Assignment to appear thereon, shall be substantially in the form set forth in Exhibit A, which is attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Section 2.05. Execution of 2017 Bonds. The 2017 Bonds shall be executed on behalf of the Successor Agency by the signature of the City Manager of the City, as chief executive officer of the Successor Agency, who is in office on the date of execution and delivery of this Indenture or at any time thereafter. Such signature may be made manually or may be affixed by facsimile thereof. The 2017 Bonds shall be attested by the manual or facsimile of the Secretary of the Governing Board of the Successor Agency. If any officer whose signature appears on any 2017 Bond ceases to be such officer before delivery of the 2017 Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2017 Bonds to the purchaser. Any 2017 Bond may be signed and attested on behalf of the Successor Agency by such persons as at the actual date of the execution of such 2017 Bond shall be the proper officers of the Successor Agency although on the date of such 2017 Bond any such person shall not have been such officer of the Successor Agency.

Only such of the 2017 Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore set forth, manually executed and dated by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such Certificate shall be conclusive evidence that such 2017 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture. In the event temporary 2017 Bonds are issued pursuant to Section 2.09 hereof, the temporary 2017 Bonds may bear thereon a Certificate of Authentication executed and dated by the Trustee, shall be initially registered by the Trustee, and, until so exchanged as provided under Section 2.09 hereof, the temporary 2017 Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive 2017 Bonds authenticated and delivered hereunder.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Principal Corporate Trust Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Bond or Bonds shall be surrendered for registration of transfer, the Successor Agency shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds, of like series, interest rate, maturity and principal amount of authorized denomination. The Trustee shall collect from the Owner any tax or other governmental charge on the transfer of any Bonds pursuant to this Section 2.06. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the Successor Agency.

The Trustee may refuse to transfer, under the provisions of this Section 2.06, either (a) any Bonds during the period fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption, or (b) any Bonds selected by the Trustee for redemption.

A Bond may only be transferred in an Authorized Denomination to an Accredited Investor or Qualified Institutional Buyer who delivers to the Trustee and the Authority an executed letter substantially in the forms of Exhibit D of this Indenture. The Successor Agency may remove the limitations set forth in this Section 2.06 without notice to or consent of any Owner of the 2017 Bonds.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations of the same series, interest rate and maturity. The Trustee shall collect any tax or other governmental charge on the exchange of any Bonds pursuant to this Section 2.07. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the Successor Agency.

The Trustee may refuse to transfer, under the provisions of this Section 2.07, either (a) any Bonds during the period fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption, or (b) any Bonds selected by the Trustee for redemption.

Section 2.08. Registration of Bonds. The Trustee will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient records for the registration and registration of transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Successor Agency, upon reasonable prior notice to the Trustee; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Successor Agency, and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Successor Agency upon the same conditions and in substantially the same manner as the definitive Bonds. If the Successor Agency issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange therefor at the Trust Office of the Trustee, and the Trustee shall authenticate and

deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations, interest rates and like maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Successor Agency, at the expense of the Owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Successor Agency and the Trustee and, if such evidence be satisfactory to both and indemnity satisfactory to them shall be given, the Successor Agency, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond has matured or has been called for redemption, instead of issuing a substitute Bond, the Trustee may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Trustee and the Successor Agency). The Successor Agency may require payment by the Owner of a sum not exceeding the actual cost of preparing each new Bond issued under this Section 2.10 and of the expenses which may be incurred by the Successor Agency and the Trustee in the premises. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Successor Agency whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued pursuant to this Indenture.

Section 2.11. Form of Bonds.

(a) Original Delivery of 2017 Bonds. The 2017 Bonds shall be initially delivered in the form of a separate single fully registered bond without coupons (which may be typewritten) in an Authorized Denomination. Upon initial delivery, the ownership of each such 2017 Bond shall be registered on the Registration Books in the name of the Original Purchaser.

(b) Legend on the 2017 Bonds. Each 2017 Bond shall contain the following statement: "THE 2017 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND ARE SUBJECT TO TRANSFER RESTRICTIONS PURSUANT TO THE INDENTURE. THE 2017 BONDS ARE LIMITED OBLIGATIONS OF THE SUCCESSOR AGENCY. THE 2017 BONDS DO NOT, DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE, IN ANY MANNER, THE SUCCESSOR AGENCY TO LEVY ANY TAX OR TO MAKE ANY APPROPRIATION FOR PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2017 BONDS OR ANY COSTS INCIDENTAL THERETO. THE 2017 BONDS ARE PAYABLE SOLELY FROM THE FUNDS PLEDGED FOR THEIR PAYMENT IN ACCORDANCE WITH THE INDENTURE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE SUCCESSOR AGENCY, THE CITY OF SANTA FE SPRINGS, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2017 BONDS OR ANY COSTS INCIDENTAL THERETO. THE SUCCESSOR AGENCY HAS NO TAXING POWER.

(c) Parity Bonds. The Supplemental Indenture for a series of Parity Bonds shall provide for the form of such Bonds.

ARTICLE III

DEPOSIT AND APPLICATION OF PROCEEDS OF 2017 BONDS

Section 3.01. Issuance of 2017 Bonds. Upon the execution and delivery of this Indenture, the Successor Agency shall issue and deliver 2017 Bonds to the Trustee in the aggregate principal amount of \$_____ and the Trustee shall authenticate and deliver the 2017 Bonds upon the Written Request of the Successor Agency.

Section 3.02. Application of Proceeds of Sale and Certain Other Amounts. On the Closing Date the proceeds of sale of the 2017 Bonds shall be paid by the Original Purchaser to the Trustee in the amount of \$_____, which is equal to (i) the purchase price of the 2017 Bonds of \$_____ (being the aggregate principal amount of the 2017 Bonds, less an original issue discount in the amount of \$_____, less a purchaser's discount in the amount of \$_____), less (ii) the premium for the 2017 Reserve Policy in the amount of \$_____00, which shall be paid directly by Original Purchaser to the 2017 Reserve Insurer. The Trustee shall apply the proceeds described in the previous sentence as follows:

(a) The Trustee shall deposit the amount of \$_____ in the Costs of Issuance Account.

(b) The Trustee shall deposit the amount of \$_____, in the 2007 Bonds Refunding Fund.

In addition, the Trustee shall credit the 2017 Reserve Policy to the Reserve Account.

Section 3.03. Bond Proceeds Fund; Costs of Issuance Account. There is hereby established a separate fund to be known as the "Bond Proceeds Fund", which shall be held by the Trustee in trust, and within such Fund there shall be established a separate Costs of Issuance Account. The moneys in the Costs of Issuance Account shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the Successor Agency stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. On the date which is six (6) months following the Closing Date, or upon the earlier Written Request of the Successor Agency, all amounts (if any) remaining in the Costs of Issuance Account shall be withdrawn therefrom by the Trustee and transferred to the Interest Account of the Debt Service Fund, and the Trustee shall close the Costs of Issuance Account.

Section 3.04. 2007 Bonds Refunding Fund. There is hereby created the 2007 Bonds Refunding Fund held by the Trustee in trust for the benefit of the Successor Agency. The moneys in the 2007 Bonds Refunding Fund shall be maintained separate and apart from other moneys of the Successor Agency.

The Trustee shall transfer all moneys on deposit in the 2007 Bonds Refunding Fund to the 2007 Trustee, for deposit into the Interest Account and the Redemption Account established pursuant to the 1992 Master Indenture, as supplemented by the Seventh Supplement to Indenture of Trust, dated as of June 1, 2007. The 2007 Trustee shall apply such amounts in accordance with the 2017 Irrevocable Refunding Instructions.

Upon making such transfer, the 2007 Bonds Refunding Fund shall be closed.

ARTICLE IV

SECURITY OF BONDS; FLOW OF FUNDS

Section 4.01. Security of Bonds; Equal Security. Except as provided in Section 6.06, the Bonds and any Parity Debt shall be equally secured by a pledge of, security interest in and lien on all of the Tax Revenues, including all of the Tax Revenues in the Redevelopment Obligation Retirement Fund. The Bonds shall be equally secured by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Debt Service Fund, the Interest Account, the Principal Account and the Reserve Account, without preference or priority for series, issue, number, dated date, sale date, date of execution or date of delivery. The Bonds shall be also equally secured by the pledge and lien created with respect to the Bonds by Section 34177.5(g) of the Law on the Tax Revenues deposited from time to time in the Redevelopment Property Tax Trust Fund. Except for the Tax Revenues and such moneys, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal (including any mandatory sinking fund redemption amount) of or interest on the Bonds.

In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this Indenture shall be deemed to be and shall constitute a contract between the Successor Agency and the Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the Successor Agency shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

Section 4.02. Redevelopment Obligation Retirement Fund; Deposit of Tax Revenues. The Successor Agency has heretofore established the Redevelopment Obligation Retirement Fund pursuant to Section 34170.5(a) of the Law which the Successor Agency shall continue to hold and maintain so long as any of the Bonds are Outstanding.

In accordance with Section 5.08 hereof, the Successor Agency shall deposit all Tax Revenues into the Redevelopment Obligation Retirement Fund promptly upon receipt thereof. All Tax Revenues received by the Successor Agency in excess of amounts required herein or as additionally required pursuant to a Supplemental Indenture or Parity Debt Instrument, and except as may be provided to the contrary in any Senior Obligation Indenture or Parity Debt Instrument, shall be released from the pledge and lien hereunder and shall be applied in accordance with the Law, including but not limited to the payment of debt service on any Subordinate Debt. Prior to the payment in full of the principal of and interest and redemption premium (if any) on the Bonds and the payment in full of all other amounts payable hereunder and under any Supplemental Indentures, the Successor Agency shall not have any beneficial right or interest in the moneys on deposit in the Redevelopment Obligation Retirement Fund, except as may be provided in this Indenture and in any Supplemental Indenture.

Section 4.03. Deposit of Amounts by Trustee. There is hereby established a trust fund to be known as the Debt Service Fund, which shall be held by the Trustee hereunder in trust. Concurrently with transfers with respect to Parity Debt pursuant to Parity Debt Instruments, moneys in the Redevelopment Obligation Retirement Fund shall be transferred by the

Successor Agency to the Trustee in the following amounts, at the following times, and deposited by the Trustee in the following respective special accounts, which are hereby established in the Debt Service Fund, and in the following order of priority:

(a) Interest Account. On or before the fifth (5th) Business Day preceding each Interest Payment Date, the Successor Agency shall withdraw from the Redevelopment Obligation Retirement Fund and transfer to the Trustee, for deposit in the Interest Account an amount which, when added to the amount contained in the Interest Account on that date, will be equal to the aggregate amount of the interest becoming due and payable on the Outstanding Bonds on such Interest Payment Date. No such deposit need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the next succeeding Interest Payment Date upon all of the Outstanding Bonds. All moneys in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable.

(b) Principal Account. On or before the fifth (5th) Business Day preceding each September 1 on which the principal of the Bonds becomes due and payable, and at maturity, the Successor Agency shall withdraw from the Redevelopment Obligation Retirement Fund and transfer to the Trustee for deposit in the Principal Account an amount which, when added to the amount then on deposit in the Principal Account, will be equal to the amount of principal (including any mandatory sinking fund redemption amount) coming due and payable on such date on the Bonds. No such deposit need be made to the Principal Account if the amount contained therein is at least equal to the principal (including any mandatory sinking fund redemption amount) to become due on the next September 1 on all of the Outstanding Bonds and any Parity Debt. All moneys in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal (including any mandatory sinking fund redemption amount) of the Bonds and any Parity Debt as it shall become due and payable.

(c) Reserve Account. There is hereby established in the Debt Service Fund a separate account known as the "Reserve Account" solely as security for payments payable by the Successor Agency pursuant to this Section 4.03, which shall be held by the Trustee in trust for the benefit of the Owners of the 2017 Bonds. The Reserve Requirement for the 2017 Bonds will be satisfied by the delivery of the 2017 Reserve Policy by the 2017 Reserve Insurer on the Closing Date with respect to the 2017 Bonds. The Successor Agency will have no obligation to replace the 2017 Reserve Policy or to fund the Reserve Account with cash if, at any time that the 2017 Bonds are Outstanding, amounts are not available under the 2017 Reserve Policy other than in connection with a draw on the 2017 Reserve Policy.

All money in the Reserve Account shall be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account and the Principal Account, in the event of any deficiency at any time in any of such accounts or for the retirement of all the 2017 Bonds then Outstanding.

The Trustee shall comply with the terms of the 2017 Reserve Policy and the provisions set forth in Exhibit C as shall be required to receive payments thereunder in the event and to the extent required under this subsection (c).

ARTICLE V

OTHER COVENANTS OF THE SUCCESSOR AGENCY

Section 5.01. Punctual Payment. The Successor Agency shall punctually pay or cause to be paid the principal (including any mandatory sinking fund redemption amount) and interest to become due in respect of all the Bonds together with the premium thereon, if any, in strict conformity with the terms of the Bonds and of this Indenture. The Successor Agency shall faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and all Supplemental Indentures and the Bonds. Nothing herein contained shall prevent the Successor Agency from making advances of its own moneys howsoever derived to any of the uses or purposes referred to herein.

Section 5.02. Limitation on Additional Indebtedness; Against Encumbrances. The Successor Agency covenants that it will not issue any bonds, notes, or other obligations that are payable from or secured by a lien on moneys derived from that portion of taxes levied upon assessable property within the Project Area deposited from time to time in the Redevelopment Property Tax Trust Fund, as provided in paragraph (2) of subdivision (a) of Section 34183 of the Law that is superior to the lien under this Indenture.

The Successor Agency may issue Parity Debt to refund all or a portion of the Outstanding Bonds provided that with respect to any such refunding (i) debt service on such Parity Debt, as applicable, is lower than debt service on the obligations being refunded during the remaining period the obligations would otherwise be outstanding (ii) the final maturity of any such Parity Debt does not exceed the final maturity of the obligations being refunded, (iii) the interest rate on the Parity Debt shall be fixed on the date of issuance of the Parity Debt, and (iv) principal payments (including any mandatory sinking fund redemption amount) shall be on September 1 and interest payments on September 1 and March 1. Nothing herein shall prevent the Successor Agency from issuing Subordinate Debt.

Section 5.03. Extension of Payment. The Successor Agency will not, directly or indirectly, extend or consent to the extension of the time for the payment of any Bond or claim for interest on any of the Bonds and will not, directly or indirectly, be a party to or approve any such arrangement by purchasing or funding the Bonds or claims for interest in any other manner. In case the maturity of any such Bond or claim for interest shall be extended or funded, whether or not with the consent of the Successor Agency, such Bond or claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal (including any mandatory sinking fund redemption amount) of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Payment of Claims. The Successor Agency shall promptly pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the properties owned by the Successor Agency or upon the Tax Revenues or other amounts pledged to the payment of the Bonds, or any part thereof, or upon any funds in the hands of the Trustee, or which might impair the security of the Bonds. Nothing herein contained shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of said claims.

Section 5.05. Books and Accounts; Financial Statements. The Successor Agency shall at all times keep, or cause to be kept, proper and current books and accounts in which accurate entries are made of the financial transactions and records of the Successor Agency. Within one hundred eighty (180) days after the close of each Fiscal Year an Independent Certified Public Accountant shall prepare an audit of the financial transactions and records of the Successor Agency for such Fiscal Year. To the extent permitted by law, such audit may be included within the annual audited financial statements of the City. The Successor Agency shall furnish a copy of such financial statements to any Owner upon reasonable request of such Owner and at the expense of such Owner. The Trustee shall have no duty to review such audits.

Section 5.06. Protection of Security and Rights of Owners. The Successor Agency will preserve and protect the security of the Bonds and the rights of the Owners. From and after the Closing Date with respect to the 2017 Bonds, the 2017 Bonds shall be incontestable by the Successor Agency.

Section 5.07. Payments of Taxes and Other Charges. Except as otherwise provided herein, the Successor Agency will pay and discharge, or cause to be paid and discharged, all taxes, service charges, assessments and other governmental charges which may hereafter be lawfully imposed upon the Successor Agency or the properties then owned by the Successor Agency in the Project Area, or upon the revenues therefrom when the same shall become due. Nothing herein contained shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of said taxes, assessments or charges. The Successor Agency will duly observe and conform with all valid requirements of any governmental authority relative to the Project Area or any part thereof.

Section 5.08. Compliance with the Law; Recognized Obligation Payment Schedules.

(a) The Successor Agency shall comply with all of the requirements of the Law.

(b) Pursuant to Section 34177 of the Law, not later than each date a Recognized Obligation Payment Schedule is due, the Successor Agency shall submit to the Oversight Board and the State Department of Finance, a Recognized Obligation Payment Schedule. The Successor Agency shall take all actions required under the Law to include in the Recognized Obligation Payment Schedule for each Semiannual Period (i) amounts due with respect to the Senior Obligations under the Senior Obligations Indenture, (ii) debt service on the Bonds and (iii) all amounts due and owing to the 2017 Reserve Insurer hereunder, so as to enable the Los Angeles County Auditor-Controller to distribute from the Redevelopment Property Tax Trust Fund for deposit in the Redevelopment Obligation Retirement Fund on each January 2 and June 1, as applicable, amounts required to enable the Successor Agency to pay timely principal of (including any mandatory sinking fund redemption amount), and interest on, the Bonds on a timely basis, as such amounts of debt service are set forth in the Recognized Obligation Payment Schedule attached hereto as Exhibit B and hereby made a part hereof, or as such Schedule may be hereafter amended, as well as all amounts due and owing to the 2017 Reserve Insurer hereunder.

(c) **[discuss:** In order to ensure that amounts are available for the Trustee to pay debt service on all Outstanding Bonds and all amounts due and owing to the 2017 Reserve Insurer hereunder on a timely basis, the Successor Agency shall, not later than October 1, 2017(or at such earlier time as may be required by the Dissolution Act), submit to the State Department of Finance and to the Los Angeles County Auditor-Controller an Oversight Board-approved amendment to the Recognized Obligation Payment Schedule previously submitted by

the Successor Agency with respect to the Semiannual Periods ending December 31, 2017 and June 30, 2018, amending the amounts to be distributed on January 2, 2017 for the Semiannual Period commencing January 1, 2018 to June 30, 2018 to include (i) amounts required to be included on such Schedule pursuant to the Senior Obligations Indenture for such Semiannual Period, (ii) for distribution on January 2, 2018, 50% of the principal (including any mandatory sinking fund redemption amount) due on all Outstanding Bonds on September 1, 2018 , and (iii) for distribution on January 2, 2018, all of the interest due on the 2017 Bonds on March 1, 2018.]

Not later than February 1, 2018 and each February 1 thereafter (or at such earlier time as may be required by the Dissolution Act), for so long as any Bonds are outstanding, the Successor Agency shall submit an Oversight Board-approved Recognized Obligation Payment Schedule to the State Department of Finance and to the Los Angeles County Auditor-Controller that shall include (a) amounts required to be included on such Schedule pursuant to the Senior Obligations Indenture, (b) for distribution on the immediately succeeding June 1, interest on all Outstanding Bonds due on the immediately succeeding September 1 plus 50% of principal (including any mandatory sinking fund redemption amount) due on the Outstanding Bonds on such September 1, which amounts shall distributed to the Successor Agency, (c) for distribution on the immediately succeeding January 2, interest on all Outstanding Bonds due on the immediately succeeding March 1 plus 50% of principal (including any mandatory sinking fund redemption amount) due on all Outstanding Bonds on the immediately succeeding September 1 , and (d) any amount required to cure any deficiency in the Reserve Account pursuant to this Indenture (including any amounts required due to a draw on the Qualified Reserve Account Credit Instrument as well as all amounts due and owing to the 2017 Reserve Insurer hereunder).

(d) In the event the provisions set forth in the Dissolution Act as of the Closing Date of the 2017 Bonds that relate to the filing of Recognized Obligation Payment Schedules are amended or modified in any manner, the Successor Agency agrees to take all such actions as are necessary to comply with such amended or modified provisions so as to ensure the timely payment of debt service on the Bonds and, if the timing of distributions of the Redevelopment Property Tax Trust Fund is changed, the receipt of (i) not less than one of half of debt service due during each Bond Year on all Outstanding Bonds prior to March 1 of such Bond Year, and (ii) the remainder of debt service due during such Bond Year on all Outstanding Bonds prior to the next succeeding September 1.

Section 5.09. Dissolution Act Invalid; Maintenance of Tax Revenues. In the event that the applicable property tax revenues provisions of the Dissolution Act are determined by a court in a final judicial decision to be invalid and, in place of the invalid provisions, provisions of the Law or the equivalent become applicable to the Bonds, the Successor Agency shall comply with all requirements of the Law or the equivalent to ensure the allocation and payment to it of the Tax Revenues, including without limitation the timely filing of any necessary statements of indebtedness with appropriate officials of the County and, in the case of amounts payable by the State, appropriate officials of the State.

Section 5.10. Further Assurances. The Successor Agency will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Bonds the rights and benefits provided in this Indenture.

Section 5.11. Provisions Relating to the Reserve Policy. So long as the 2017 Reserve Policy remains in effect and notwithstanding anything herein to the contrary, the Successor Agency and the Trustee shall comply with all of the terms and provisions set forth in Exhibit C relating to the 2017 Reserve Policy and the 2017 Reserve Policy as if such provisions were set forth directly in this Indenture.

ARTICLE VI
THE TRUSTEE

Section 6.01. Duties, Immunities and Liabilities of Trustee.

(a) The Trustee shall, prior to the occurrence of an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants, duties or obligations shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Successor Agency may remove the Trustee at any time, unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee (i) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or (ii) if at any time the Successor Agency has knowledge that the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. In each case such removal shall be accomplished by the giving of at least 30 days' written notice of such removal by the Successor Agency to the Trustee, whereupon the Successor Agency shall appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Successor Agency and by giving the Owners notice of such resignation by first class mail, postage prepaid, at their respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the Successor Agency shall promptly appoint a successor Trustee by an instrument in writing.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Owner (on behalf of such Owner and all other Owners) may petition any court of competent jurisdiction at the expense of the Successor Agency for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing, acknowledging and delivering to the Successor Agency and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the Successor Agency or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title

and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Successor Agency shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Successor Agency shall mail a notice of the succession of such Trustee to the trusts hereunder to the Owners at their respective addresses shown on the Registration Books. If the Successor Agency fails to mail such notice within fifteen (15) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Successor Agency.

(e) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a financial institution having a corporate trust office in the State, having (or in the case of a corporation, national banking association or trust company included in a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least \$75,000,000, and subject to supervision or examination by federal or state authority. If such financial institution publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such financial institution shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

The Successor Agency will maintain a Trustee which is qualified under the provisions of the foregoing provisions of this subsection (e), so long as any Bonds are Outstanding.

Section 6.02. Merger or Consolidation. Any bank, national banking association or trust company into which the Trustee may be merged or converted or with which may be consolidated or any bank, national banking association or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national banking association or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank, national banking association or trust company shall be eligible under subsection (e) of Section 6.01, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.03. Liability of Trustee.

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Successor Agency, and the Trustee shall not assume responsibility for the correctness of the same, nor make any representations as to the validity or sufficiency of this Indenture or of the security for the Bonds or the tax status of interest thereon nor shall incur any responsibility in respect thereof, other than as expressly stated herein. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or intentional misconduct. The Trustee shall not be liable for the acts of any agents of the Trustee selected by it with due care. The Trustee and its officers and employees may become the Owner of any Bonds with the same rights it would have if they were

not Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment made by a responsible employee or officer, unless the Trustee shall have been negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) The Trustee shall not be liable for any action taken by it and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, except for actions arising from the negligence or intentional misconduct of the Trustee. The permissive right of the Trustee to do things enumerated hereunder shall not be construed as a mandatory duty.

(e) The Trustee shall not be deemed to have knowledge of any Event of Default hereunder unless and until a responsible officer shall have actual knowledge thereof, or shall have received written notice thereof from the Successor Agency at its Principal Corporate Trust Office. In the absence of such actual knowledge or notice, the Trustee may conclusively assume that no Event of Default has occurred and is continuing under this Indenture. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance by any other party of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an Event of Default thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it. Without limiting the generality of the foregoing, the Trustee may rely conclusively on the Successor Agency's certificates to establish the Successor Agency's compliance with its financial covenants hereunder, including, without limitation, its covenants regarding the deposit of Tax Revenues into the Redevelopment Obligation Retirement Fund and the investment and application of moneys on deposit in the Redevelopment Obligation Retirement Fund (other than its covenants to transfer such moneys to the Trustee when due hereunder).

The Trustee shall have no liability or obligation to the Bondowners with respect to the payment of debt service on the Bonds by the Successor Agency or with respect to the observance or performance by the Successor Agency of the other conditions, covenants and terms contained in this Indenture, or with respect to the investment of any moneys in any fund or account established, held or maintained by the Successor Agency pursuant to this Indenture or otherwise.

No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Trustee shall be entitled to interest on all amounts advanced by it at the maximum rate permitted by law.

The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys or receivers and the Trustee shall not be responsible for any intentional misconduct or negligence on the part of any agent, attorney or receiver appointed with due care by it hereunder.

The Trustee shall have no responsibility, opinion, or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

Before taking any action under Article VIII or this Article at the request of the Owners the Trustee may require that a satisfactory indemnity bond be furnished by the Owners for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

The Trustee will not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to any project refinanced with the proceeds of the Bonds, malicious mischief, condemnation, and unusually severe weather and/or occurrences beyond the control of the Trustee.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Successor Agency shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Successor Agency whenever a person is to be added or deleted from the listing. If the Successor Agency elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Successor Agency understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that the directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Successor Agency shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Successor Agency and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Successor Agency. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Successor Agency agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without

limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Successor Agency; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

The Trustee shall not be responsible for or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

Section 6.04. Right to Rely on Documents and Opinions. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion or other paper or document believed by it to be genuine and to have been signed or prescribed by the proper party or parties, and shall not be required to make any investigation into the facts or matters contained thereon. The Trustee may consult with counsel, including, without limitation, counsel of or to the Successor Agency, with regard to legal questions, and, in the absence of negligence or intentional misconduct by the Trustee, the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in accordance therewith.

The Trustee shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto is established to the satisfaction of the Trustee.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the Successor Agency, which shall be full warrant to the Trustee for any action taken or suffered under the provisions of this Indenture in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable. The Trustee may conclusively rely on any certificate or report of any Independent Accountant or Independent Redevelopment Consultant appointed by the Successor Agency.

Section 6.05. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times upon reasonable notice to the inspection of the Successor Agency and any Owner, and their agents and representatives duly authorized in writing, during regular business hours and under reasonable conditions.

Section 6.06. Compensation and Indemnification. The Successor Agency shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture in accordance with the letter proposal from the Trustee approved by the Successor Agency and also all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys (including the allocated costs and disbursement of in-house counsel to the extent such services are not redundant with those provided by outside counsel), agents and employees, incurred in and about the performance of its powers and

duties under this Indenture. The Trustee shall have a first lien on the Tax Revenues and all funds and accounts held by the Trustee hereunder to secure the payment to the Trustee of all fees, costs and expenses, including reasonable compensation to its experts, attorneys and counsel (including the allocated costs and disbursement of in-house counsel to the extent such services are not redundant with those provided by outside counsel).

The Successor Agency further covenants and agrees to indemnify, defend and save the Trustee and its officers, directors, agents and employees, harmless from and against any loss, expense and liabilities, including legal fees and expenses, which it may incur arising out of or in connection with the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability, but excluding any and all losses, expenses and liabilities which are due to the negligence or intentional misconduct of the Trustee, its officers, directors, agents or employees. The obligations of the Successor Agency and the rights of the Trustee under this Section 6.06 shall survive resignation or removal of the Trustee under this Indenture and payment of the Bonds and discharge of this Indenture.

Section 6.07. Deposit and Investment of Moneys in Funds. Moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Reserve Account and the Costs of Issuance Account shall be invested by the Trustee in Permitted Investments as directed by the Successor Agency in the Written Request of the Successor Agency filed with the Trustee at least two (2) Business Days in advance of the making of such investments. In the absence of any such Written Request of the Successor Agency, the Trustee shall hold such moneys uninvested. The Trustee shall be entitled to rely conclusively upon the written instructions of the Successor Agency directing investments in Permitted Investments as to the fact that each such investment is permitted by the laws of the State, and shall not be required to make further investigation with respect thereto. Moneys in the Redevelopment Obligation Retirement Fund may be invested by the Successor Agency in any obligations in which the Successor Agency is legally authorized to invest its funds. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts held by the Trustee hereunder shall be deposited in the Interest Account. The Trustee may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made at the direction of the Successor Agency or otherwise made pursuant to this Section.

The Successor Agency acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Successor Agency the right to receive brokerage confirmations of security transactions as they occur, the Successor Agency specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Successor Agency periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

All moneys held by the Trustee shall be held in trust, but need not be segregated from other funds unless specifically required by this Indenture. Except as specifically provided in this Indenture, the Trustee shall not be liable to pay interest on any moneys received by it, but shall be liable only to account to the Successor Agency for earnings derived from funds that have been invested.

The Successor Agency covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Indenture, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and

valued (as of the date that valuation is required by this Indenture or the Code) at Fair Market Value. The Trustee has no duty in connection with the determination of Fair Market Value other than to follow the investment directions of the Successor Agency in any Written Certificate or Written Request of the Successor Agency. Trustee shall be deemed to have complied with such valuation through use of its automated pricing service as reflected on its trust accounting statements.

Section 6.08. Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which accurate entries shall be made of all transactions of the Trustee relating to the proceeds of the Bonds made by it and all funds and accounts held by the Trustee established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Successor Agency upon reasonable prior notice, at reasonable hours and under reasonable circumstances. The Trustee shall furnish to the Successor Agency, at least monthly, an accounting of all transactions in the form of its customary statements relating to the proceeds of the Bonds and all funds and accounts held by the Trustee pursuant to this Indenture.

Section 6.09. Appointment of Co-Trustee or Agent. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in the case of litigation under this Indenture, and in particular in case of the enforcement of the rights of the Trustee on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate co-trustee. The following provisions of this Section 6.09 are adopted to these ends.

In the event that the Trustee shall appoint an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them; provided, however, in no event shall the Trustee be responsible or liable for the acts or omissions of any co-trustee.

Should any instrument in writing from the Successor Agency be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Successor Agency. In case any separate trustee or co-trustee, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 6.10. Other Transactions with Successor Agency. The Trustee, either as principal or agent, may engaged in or be interested in any financial or other transaction with the Successor Agency.

ARTICLE VII

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 7.01. Amendment With And Without Consent of Owners. This Indenture and the rights and obligations of the Successor Agency and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding upon adoption and without the consent of any Owners, to the extent permitted by law and only for any one or more of the following purposes-

- (a) to add to the covenants and agreements of the Successor Agency in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or powers herein reserved to or conferred upon the Successor Agency; or
- (b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in any other respect whatsoever as the Successor Agency may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not, in the reasonable determination of the Successor Agency, materially adversely affect the interests of the Owners; or
- (c) to amend the Recognized Obligation Debt Service Payment Schedule set forth in Exhibit B to reflect the issuance of Parity Debt or to take into account the redemption of any Bond prior to its maturity; or
- (d) to provide for the issuance of Parity Debt pursuant to a Supplemental Indenture, as such issuance is authorized by Section 5.02.

Except as set forth in the preceding paragraph, this Indenture and the rights and obligations of the Successor Agency and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding with the consent of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding are filed with the Trustee. No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal (including any mandatory sinking fund redemption amount), interest or redemption premium, (if any) at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the Owner of such Bond, or (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification. In no event shall any Supplemental Indenture modify any of the rights or obligations of the Trustee without its prior written consent. In addition, the Trustee shall be entitled to an opinion of counsel concerning the Supplemental Indenture's lack of any material adverse effect on the Owners.

Section 7.02. Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article VII, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification

and amendment, and all the terms and conditions of any Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 7.03. Endorsement or Replacement of Bonds After Amendment. After the effective date of any amendment or modification hereof pursuant to this Article VII, the Successor Agency may determine that any or all of the Bonds shall bear a notation, by endorsement in form approved by the Successor Agency, as to such amendment or modification and in that case upon demand of the Successor Agency the Owners of such Bonds shall present such Bonds for that purpose at the Principal Corporate Trust Office of the Trustee, and thereupon a suitable notation as to such action shall be made on such Bonds. In lieu of such notation, the Successor Agency may determine that new Bonds shall be prepared at the expense of the Successor Agency and executed in exchange for any or all of the Bonds, and in that case, upon demand of the Successor Agency, the Owners of the Bonds shall present such Bonds for exchange at the Trust Office of the Trustee, without cost to such Owners.

Section 7.04. Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Owner from accepting any amendment as to the particular Bond held by such Owner, provided that due notation thereof is made on such Bond.

Section 7.05. Trustee's Reliance. The Trustee may conclusively rely, and is protected in relying, upon a Written Certificate of the Successor Agency and an opinion of Bond Counsel stating that all requirements of this Indenture relating to the amendment or modification hereof have been satisfied and that such amendments or modifications do not materially adversely affect the interests of the Bond Owners.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 8.01. Events of Default and Acceleration of Maturities. The following events shall constitute Events of Default hereunder:

(a) if default shall be made by the Successor Agency in the due and punctual payment of the principal (including any mandatory sinking fund redemption amount) of or interest on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made by the Successor Agency in the observance of any of the covenants, agreements or conditions on its part in this Indenture or in the Bonds or any Parity Debt Instrument contained, other than a default described in the preceding clause (a), and such default shall have continued for a period of sixty (60) days following receipt by the Successor Agency of written notice from the Trustee or any Owner of the occurrence of such default, provided that if in the reasonable opinion of the Successor Agency the failure stated in the notice can be corrected, but not within such 60 day period, such failure will not constitute an event of default if corrective action is instituted by the Successor Agency within such 60 day period and the Successor Agency thereafter diligently and in good faith cures such failure in a reasonable period of time;

(c) If the Successor Agency files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction will approve a petition seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will approve a petition, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will assume custody or control of the Successor Agency or of the whole or any substantial part of its property; or

(d) If an Event of Default occurs under the Senior Obligation Indenture.

If an Event of Default has occurred and is continuing, the Trustee may, or, if requested in writing by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding the Trustee shall, (a) with respect to Events of Default pursuant to 8.01(a) or (c), declare the principal of the Bonds, together with the accrued interest thereon, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding, and (b) the Trustee shall, subject to the provisions of Section 8.06, exercise any other remedies available to the Trustee and the Bond Owners in law or at equity.

Immediately upon receiving notice or actual knowledge of the occurrence of an Event of Default, the Trustee shall give notice of such Event of Default to the Successor Agency by telephone promptly confirmed in writing. Such notice shall also state whether the principal of the Bonds shall have been declared to be or have immediately become due and payable. With respect to any Event of Default described in clauses (a) or (c) above the Trustee shall also give

such notice to the Owners by mail, which shall include the statement that interest on the Bonds shall cease to accrue from and after the date, if any, on which the Trustee shall have declared the Bonds to become due and payable pursuant to the preceding paragraph (but only to the extent that principal (including any mandatory sinking fund redemption amount) and any accrued, but unpaid, interest on the Bonds is actually paid on such date).

This provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Successor Agency shall deposit with the Trustee a sum sufficient to pay all principal (including any mandatory sinking fund redemption amount) on the Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, with interest on such overdue installments of principal (including any mandatory sinking fund redemption amount) and interest (to the extent permitted by law), and the reasonable fees and expenses of the Trustee, (including the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel) and any and all other defaults known to the Trustee (other than in the payment of principal (including any mandatory sinking fund redemption amount) of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Trustee shall promptly give written notice of the foregoing to the Owners of all Bonds then Outstanding, and the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the Successor Agency and to the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

Section 8.02. Application of Funds Upon Acceleration. All of the Tax Revenues and all sums in the funds and accounts established and held by the Trustee hereunder upon the date of the declaration of acceleration as provided in Section 8.01, and all sums thereafter received by the Trustee hereunder, shall be applied by the Trustee in the following order upon presentation of the several Bonds, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default and in exercising the rights and remedies set forth in this Article VIII, including reasonable compensation to its agents and advisors (including the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel) and counsel and any outstanding fees, expenses of the Trustee; and

Second, to the payment of the whole amount then owing and unpaid upon the Bonds for principal (including any mandatory sinking fund redemption amount) and interest, with interest on the overdue principal and installments of interest at the net effective rate then borne by the Outstanding Bonds (to the extent that such interest on overdue installments of principal (including any mandatory sinking fund redemption amount) and interest shall have been collected), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such principal (including any mandatory sinking fund redemption amount) and interest without preference or priority of principal over interest, or interest over principal (including any mandatory sinking fund redemption amount), or of any

installment of interest over any other installment of interest, ratably to the aggregate of such principal (including any mandatory sinking fund redemption amount) and interest; and

Third, to the payment of all amounts due and owing to the 2017 Reserve Insurer hereunder.

Section 8.03. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; *provided, however*, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in principal amount of the Outstanding Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 8.04. Limitation on Owner's Right to Sue. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

The right of any Owner of any Bond to receive payment of the principal (including any mandatory sinking fund redemption amount) of and interest on such Bond as herein provided, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

Section 8.05. Non-Waiver. Nothing in this Article VIII or in any other provision of this Indenture or in the Bonds, shall affect or impair the obligation of the Successor Agency, which is absolute and unconditional, to pay from the Tax Revenues and other amounts pledged hereunder, the principal (including any mandatory sinking fund redemption amount) of and interest on the Bonds to the respective Owners on the respective Interest Payment Dates, as herein provided, or affect or impair the right of action, which is also absolute and unconditional,

of the Owners or the Trustee to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Owner or the Trustee shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners and the Trustee by the Law or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners and the Trustee.

If a suit, action or proceeding to enforce any right or exercise any remedy shall be abandoned or determined adversely to the Owners or the Trustee, the Successor Agency, the Trustee and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 8.06. Actions by Trustee as Attorney-in-Fact. Any suit, action or proceeding which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners similarly situated and the Trustee is hereby appointed (and the successive respective Owners by taking and holding the Bonds shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the respective Owners for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact, *provided, however*, the Trustee shall have no duty or obligation to exercise any such right or remedy unless it has been indemnified to its satisfaction from any loss, liability or expense (including fees and expenses of its outside counsel and the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel).

Section 8.07. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits Limited to Parties. Nothing in this Indenture, expressed or implied, is intended to give to any person other than the Successor Agency, the Trustee, the 2017 Reserve Insurer and the Owners, any right, remedy or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the Successor Agency shall be for the sole and exclusive benefit of the Trustee, the 2017 Reserve Insurer and the Owners.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Indenture or any Supplemental Indenture either the Successor Agency or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Successor Agency or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Defeasance of Bonds. If the Successor Agency shall pay and discharge the entire indebtedness on all Bonds or any portion thereof in any one or more of the following ways:

(i) by well and truly paying or causing to be paid the principal (including any mandatory sinking fund redemption amount) of and interest on all or the applicable portion of Outstanding Bonds, as and when the same become due and payable; or

(ii) by irrevocably depositing with the Trustee, in trust or an escrow holder, in escrow, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established pursuant to this Indenture, is fully sufficient to pay all or a portion of Outstanding Bonds, including all principal (including any mandatory sinking fund redemption amount) and interest, or;

(iii) by irrevocably depositing with the Trustee, in trust or an escrow holder, in escrow, Defeasance Obligations in such amount as an Independent Accountant shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to this Indenture, be fully sufficient to pay and discharge the indebtedness on all Bonds or a portion thereof (including all principal (including any mandatory sinking fund redemption amount) and interest) at or before maturity; or

(iv) by purchasing such Bonds prior to maturity and tendering such Bonds to the Trustee for cancellation;

then, at the election of the Successor Agency, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Tax Revenues and other funds provided for in this Indenture and all other obligations of the Trustee and the Successor Agency under this Indenture shall cease and terminate with respect to all Outstanding Bonds or, if applicable, with respect to that portion of the Bonds which has been paid and discharged, except only (a) the covenants of the Successor Agency hereunder with respect to the Code, (b) the obligation of the Trustee to transfer and exchange Bonds hereunder, (c) the obligations of the Successor Agency under Section 6.06 hereof, and (d) the obligation of the Successor Agency to pay or

cause to be paid to the Owners, from the amounts so deposited with the Trustee, all sums due thereon and to pay the Trustee all fees, expenses and costs of the Trustee. In the event the Successor Agency shall, pursuant to the foregoing provision, pay and discharge any portion or all of the Bonds then Outstanding, the Trustee shall be authorized to take such actions and execute and deliver to the Successor Agency all such instruments as may be necessary or desirable to evidence such discharge, including, without limitation, selection by lot of Bonds of any maturity of the Bonds that the Successor Agency has determined to pay and discharge in part.

In the case of a defeasance or payment of all of the Bonds Outstanding, any funds thereafter held by the Trustee which are not required for said purpose or for payment of amounts due the Trustee pursuant to Section 6.06 shall be paid over to the Successor Agency for deposit in the Redevelopment Obligation Retirement Fund.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, consent, declaration or other instrument which this Indenture may require or permit to be executed by any Owner may be in one or more instruments of similar tenor, and shall be executed by such Owner in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

The ownership of Bonds and the amount, maturity, number and date of ownership thereof shall be proved by the Registration Books.

Any demand, request, direction, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Successor Agency or the Trustee and in accordance therewith, provided, however, that the Trustee shall not be deemed to have knowledge that any Bond is owned by or for the account of the Successor Agency unless the Successor Agency is the registered Owner or the Trustee has received written notice that any other registered Owner is such an affiliate.

Section 9.05. Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the Successor Agency or the City (but excluding Bonds held in any employees' retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Upon request of the Trustee, the Successor Agency and the City shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Section 9.06. Waiver of Personal Liability. No member, officer, agent or employee of the Successor Agency shall be individually or personally liable for the payment of the principal of (including any mandatory sinking fund redemption amount) or interest on the Bonds; but nothing

herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.07. Destruction of Cancelled Bonds. Whenever in this Indenture provision is made for the surrender to the Trustee of any Bonds which have been paid or cancelled pursuant to the provisions of this Indenture, the Trustee shall destroy such bonds and upon request of the Successor Agency provide the Successor Agency a certificate of destruction. The Successor Agency shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

Section 9.08. Notices. Any notice, request, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or upon receipt when mailed by first class, registered or certified mail, postage prepaid, or sent by telegram, addressed as follows:

If to the Successor Agency:	Successor Agency to the Community Development Commission of the City of Santa Fe Springs 11710 Telegraph Rd. Santa Fe Springs, CA 90670 Attention: City Manager
If to the Trustee:	U.S. Bank National Association 633 W. Fifth St. 24th Floor Los Angeles, CA 90091 Attention: Global Corporate Trust Services Reference: Successor Agency to the Community Development Commission of the City of Santa Fe Springs
If to the 2017 Reserve Insurer:	As provided in Exhibit C hereto
If to the Original Purchaser:	[to come]

Section 9.09. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Indenture shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The Successor Agency hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the Trustee is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Trustee hereunder shall, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof, be assumed by and vest in the Treasurer of the County of Los Angeles, on behalf of the Successor Agency, in trust for the benefit of the Owners. The Successor Agency covenants for the direct benefit of the Owners that its Treasurer in such case shall be vested with all of the rights and powers of the Trustee hereunder, and shall assume all of the responsibilities and perform all of the duties of

the Trustee hereunder, in trust for the benefit of the Bonds, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof.

Section 9.10. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or premium (if any) on or principal (including any mandatory sinking fund redemption amount) of the Bonds which remains unclaimed for two (2) years after the date when the payments of such interest, premium and principal (including any mandatory sinking fund redemption amount) have become payable, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and premium (if any) on and principal (including any mandatory sinking fund redemption amount) of such Bonds have become payable, shall be repaid by the Trustee to the Successor Agency as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the Successor Agency for the payment of the principal of (including any mandatory sinking fund redemption amount) and interest and redemption premium (if any) on of such Bonds.

Section 9.11. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.12. Governing Law. This Indenture shall be construed and governed in accordance with the laws of the State.

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, has caused this Indenture to be signed in its name by the chief administrative officer of the Successor Agency, and attested by the Secretary of the Governing Board, and U.S. BANK NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

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

By: _____
City Manager
City of Santa Fe Springs

ATTEST:

Secretary, Governing Board

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

(FORM OF BOND)

THE 2017 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND ARE SUBJECT TO TRANSFER RESTRICTIONS PURSUANT TO THE INDENTURE. THE 2017 BONDS ARE LIMITED OBLIGATIONS OF THE SUCCESSOR AGENCY. THE 2017 BONDS DO NOT, DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE, IN ANY MANNER, THE SUCCESSOR AGENCY TO LEVY ANY TAX OR TO MAKE ANY APPROPRIATION FOR PAYMENT OF THE PRINCIPAL (INCLUDING ANY MANDATORY SINKING FUND REDEMPTION AMOUNT) OF, PREMIUM, IF ANY, OR INTEREST ON THE 2017 BONDS OR ANY COSTS INCIDENTAL THERETO. THE 2017 BONDS ARE PAYABLE SOLELY FROM THE FUNDS PLEDGED FOR THEIR PAYMENT IN ACCORDANCE WITH THE INDENTURE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE SUCCESSOR AGENCY, THE CITY OF SANTA FE SPRINGS, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF (INCLUDING ANY MANDATORY SINKING FUND REDEMPTION AMOUNT) , PREMIUM, IF ANY, OR INTEREST ON THE 2017 BONDS OR ANY COSTS INCIDENTAL THERETO. THE SUCCESSOR AGENCY HAS NO TAXING POWER.

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF SANTA FE SPRINGS

SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY
OF SANTA FE SPRINGS
2017 SUBORDINATE TAX ALLOCATION REFUNDING BOND

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED DATE:</u>	<u>CUSIP:</u>
	SEPTEMBER 1,	____, 2017	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM:

The SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, a public entity, duly created and existing under and by virtue of the laws of the State of California (the "Successor Agency"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns (the "Registered Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond, unless (i) this Bond is authenticated on or before an Interest Payment Date and after the close of business on the fifteenth (15th) day of the month immediately preceding an Interest Payment Date (the "Record

Date"), in which event it shall bear interest from such Interest Payment Date, or (ii) this Bond is authenticated on or before February 15, 2018, in which event it shall bear interest from the Dated Date above; provided however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on this Bond, until payment of such Principal Sum in full, at the Interest Rate per annum stated above, payable semiannually on March 1 and September 1 in each year, commencing March 1, 2018 (each an "Interest Payment Date"), calculated on the basis of 360-day year comprised of twelve 30-day months. Principal hereof (including any mandatory sinking fund redemption amount) and premium, if any, upon early redemption hereof are payable upon surrender of this Bond at the principal corporate trust office of U.S. Bank National Association, St. Paul, MN, as trustee (the "Trustee"), or at such other place as designated by the Trustee (the "Corporate Trust Office"); provided, however, that this Bond shall not be required to be surrendered in connection with a mandatory sinking fund redemption payment. Interest hereon (including the final interest payment upon maturity or earlier redemption hereof) is payable by check of the Trustee mailed by first class mail, postage prepaid, on the Interest Payment Date to the Registered Owner hereof at the Registered Owner's address as it appears on the registration books maintained by the Trustee as of the Record Date for which such Interest Payment Date occurs; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of Bonds in the aggregate principal amount of \$1,000,000 or more upon written instructions of any such registered owner filed with the Trustee for that purpose prior to the Record Date preceding the applicable Interest Payment Date.

This Bond is one of a duly authorized issue of bonds of the Successor Agency designated as "Successor Agency to the Community Development Commission of the City of Santa Fe Springs 2017 Subordinate Tax Allocation Refunding Bonds " (the "Bonds"), in an aggregate principal amount of \$_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying series, numbers, maturities, interest rates, redemption and other provisions) and all issued pursuant to the provisions of Section 34177.5 of the Health and Safety Code of the State of California and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Refunding Law") and pursuant to an Indenture of Trust, dated as of _____, 2017, entered into by and between the Successor Agency and the Trustee (the "Indenture"), authorizing the issuance of the Bonds. Additional bonds or other obligations may also be issued on a parity with the Bonds, but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the Successor Agency) and all indentures supplemental thereto and to the Law (as defined in the Indenture) and the Refunding Law for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Tax Revenues (as that term is defined in the Indenture), and the rights thereunder of the registered owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Successor Agency thereunder, to all of the provisions of which Indenture the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Successor Agency for the purpose of providing funds to refund its 2007 Bonds (as defined in the Indenture), to provide for a debt service reserve fund and to pay certain expenses of the Successor Agency in issuing the Bonds.

There has been created under the Law the Redevelopment Obligation Retirement Fund (as defined in the Indenture) into which Tax Revenues shall be deposited and from which the Successor Agency shall transfer amounts to the Trustee for payment, when due, of the principal

of and the interest and redemption premium, if any, on the Bonds. As and to the extent set forth in the Indenture, all such Tax Revenues are exclusively and irrevocably pledged to and constitute a trust fund, in accordance with the terms hereof and the provisions of the Indenture and the Law, for the security and payment or redemption of, including any premium upon early redemption, and for the security and payment of interest on, the Bonds. In addition, the Bonds shall be additionally secured at all times by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Redevelopment Obligation Retirement Fund, the Debt Service Fund, the Interest Account, the Principal Account and the Reserve Account (as such terms are defined in the Indenture). Except for the Tax Revenues and such moneys, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of (including any mandatory sinking fund redemption amount) or interest or redemption premium, if any, on the Bonds.

The Bonds are not subject to optional redemption prior to their stated maturity.

The Bonds are subject to mandatory redemption in whole, or in part by lot, on March 1 and September 1 in each year, commencing March 1, 2018, as set forth below, from sinking fund payments made by the Successor Agency to the Principal Account, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on the dates in the respective years as set forth in the following table.

Mandatory Sinking Fund <u>Redemption Date</u>	<u>Amount</u>
--	----------------------

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Corporate Trust Office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new fully registered Bond or Bonds, of any authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. The Trustee may refuse to transfer or exchange (a) any Bond during the fifteen (15) days prior to the date established for the selection of Bonds for redemption, or (b) any Bond selected for redemption.

The Successor Agency and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Successor Agency and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Successor Agency and the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal (including any mandatory sinking fund redemption amount), interest or redemption premium (if any) at the time and place and at the rate and in the currency provided herein of any Bond without the express written consent of the registered owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

This Bond is not a debt of the County of Los Angeles, the State of California, or any of its political subdivisions, and neither said County, said State, nor any of its political subdivisions is liable hereon, nor in any event shall this Bond be payable out of any funds or properties other than those of the Successor Agency. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the Law, the Refunding Law and the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the Successor Agency, does not exceed any limit prescribed by the Law, the Refunding Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Successor Agency to the Community Development Commission of the City of Santa Fe Springs has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its chief administrative officer and attested by the Secretary of the Governing Board, as of the Dated Date set forth above.

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

By: _____
City Manager
City of Santa Fe Springs

ATTEST:

Secretary, Governing Board

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Authentication Date: _____

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

[Statement of Insurance to come]

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or Tax Regulations:

TEN COM --	as tenants in common	UNIF GIFT MIN ACT _____ Custodian _____
TEN ENT --	as tenants by the entireties	(Cust.) (Minor)
JT TEN --	as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act _____ (State)
COMM PROP --	as community property	

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED
THOUGH NOT IN THE LIST ABOVE

(FORM OF ASSIGNMENT)

For value received the undersigned hereby sells, assigns and transfers unto

(Name, Address and Tax Identification or Social Security Number of Assignee)
the within-registered Bond and hereby irrevocably constitute(s) and appoints(s)
_____ attorney,
to transfer the same on the registration books of the Trustee with full power of substitution in the
premises.

Dated: _____

Signatures Guaranteed: _____

Note: Signature(s) must be guaranteed by an eligible guarantor.

Note: The signatures(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

DEBT SERVICE PAYMENT SCHEDULE

Period Ending	Principal	Interest	Total Debt Service
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EXHIBIT C

**PROVISIONS RELATING TO
THE 2017 RESERVE POLICY**

EXHIBIT D

INVESTOR LETTER

Successor Agency to the Community Development Commission of the
City of Santa Fe Springs
11710 Telegraph Rd.
Santa Fe Springs, CA 90670

U.S. Bank National Association
633 W. Fifth St. 24th Floor
Los Angeles, CA 90091
Attention: Global Corporate Trust Services

*Re: Successor Agency to the Community Development Commission of the City of
Santa Fe Springs 2017 Subordinate Tax Allocation Refunding Bonds*

Ladies and Gentlemen:

The undersigned (the "Purchaser") understands that the Successor Agency to the Community Development Commission of the City of Santa Fe Springs (the "Successor Agency") has issued its 2017 Subordinate Tax Allocation Refunding Bonds in the aggregate principal amount of \$_____. The Purchaser intends to purchase said bonds (for purposes of this Investor Letter, the "Bonds"). In connection with such purchase of the Bonds, the Purchaser makes the certifications, representations, warranties, acknowledgements and covenants contained in this Investor Letter to each of the addressees hereof, with the express understanding that such certifications, representations, warranties, acknowledgements and covenants will be relied upon by such addressees.

The Purchaser hereby certifies, represents, warrants, acknowledges and covenants as follows:

(a) The Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated or formed and is authorized to invest in the Bonds being purchased hereby. The person executing this letter on behalf of the Purchaser is duly authorized to do so on the Purchaser's behalf.

(b) The Purchaser (MARK APPROPRIATELY):

_____ is a "qualified institutional buyer" (a "Qualified Institutional Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), or

_____ is an "accredited investor" (an "Institutional Accredited Investor") as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act.

(c) The Purchaser is not purchasing the Bonds for more than one account, is purchasing the Bonds for its own account and is not purchasing the Bonds with a view to distributing the Bonds.

(d) The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other tax-exempt obligations similar to the Bonds, to be capable of evaluating the merits and risks of an investment in the Bonds, and the Purchaser is able to bear the economic risks of such an investment.

(e) The Purchaser recognizes that an investment in the Bonds involves significant risks, that there is no established market for the Bonds and that none is likely to develop and, accordingly, that the Purchaser must bear the economic risk of an investment in the Bonds for an indefinite period of time.

(f) The Purchaser understands and agrees that ownership of a Bond may be transferred: (i) only to a person that the Purchaser reasonably believes is either: (A) a Qualified Institutional Buyer that is purchasing such Bond for not more than one account, for their own account and not with a view to distributing such Bond; or (B) an Institutional Accredited Investor that is purchasing such Bond for not more than one account for investment purposes and not with a view to distributing such Bond; and (ii) only if such Qualified Institutional Buyer or Institutional Accredited Investor delivers to the Successor Agency a completed and duly executed Investor Letter substantially in the form hereof.

(g) The Purchaser is not relying upon the Successor Agency, or any of its affiliates, agents or employees, for advice as to the merits and risks of investment in the Bonds. The Purchaser understands that the Bonds are special, limited obligations payable and secured solely from Tax Revenues as provided for in the Indenture of Trust, dated as of _____ 1, 2017 (the "Indenture"), between the Successor Agency and U.S. Bank National Association, as Trustee. The Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision.

(h) The Purchaser has conducted its own independent examination of, and has had an opportunity to ask questions and receive answers concerning, the Successor Agency, the authorizing resolution of the Successor Agency with respect to the Bonds (the "Resolution"), the Bonds, the Indenture and the security therefor and the transactions and documents related to or contemplated by the foregoing.

(i) The Purchaser has been furnished with all documents and information regarding the Successor Agency, the Resolution, the Bonds, the Indenture and the security therefor and the transactions and documents related to or contemplated by the foregoing, and all matters related thereto, that it has requested.

(j) The Purchaser understands and agrees that: (i) the offering and sale of the Bonds are exempt from Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, pursuant to Section (d) of said Rule; (ii) the Bonds will not be listed on any stock or other securities exchange and were issued without registration under the provisions of the Securities Act of 1933 or any state securities laws; (iii) no official statement or other disclosure document is being prepared in connection with the issuance of the Bonds; and (iv) the Bonds will not carry any rating from any rating service.

(k) The person executing this letter on behalf of the Purchaser is duly authorized to do so on the Purchaser's behalf.

IN WITNESS WHEREOF, the Purchaser has executed this Investor Letter as of the date set forth below.

[Purchaser signature block to come]

ATTACHMENT C

PLACEMENT AGENT AGREEMENT

_____, 2017

Successor Agency to the Community
Development Commission of the City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Re: Successor Agency to the Community Development Commission of the City
of Santa Fe Springs 2017 Subordinate Tax Allocation Refunding Bonds

Upon the terms and conditions and based upon the representations, warranties and covenants set forth herein, Stifel, Nicolaus & Company, Incorporated (the "Placement Agent") offers to enter into this Placement Agent Agreement (this "Agreement") with the Successor Agency to the Community Development Commission of the City of Santa Fe Springs (the "Issuer"), which, upon acceptance of this offer, shall be binding upon the Issuer and the Placement Agent. This offer is made subject to acceptance of this Agreement by the Issuer before or on _____, 2017, and, if not so accepted, will be subject to withdrawal by the Placement Agent upon notice delivered to your office at any time prior to acceptance hereof. If the obligations of the Placement Agent shall be terminated for any reason permitted hereby, neither the Placement Agent nor the Issuer shall be under further obligation hereunder.

The above-captioned Bonds (the "Bonds") are to be executed and delivered pursuant to an Indenture of Trust, dated as of _____ 1, 2017 (the "Indenture"), by and between the Issuer and U.S. Bank National Association.

1. Purchase, Sale and Delivery of Bonds. On the basis of the representations and agreements contained herein, but subject to the terms and conditions herein set forth, the Placement Agent agrees, on a best efforts basis, to locate a purchaser for the Bonds (the "Purchaser") at a purchase price equal to the principal amount thereof (the "Purchase Price") and on terms consistent with the Indenture. The maturities, principal amounts, interest rates and other terms and conditions of the Bonds shall be as set forth in the Indenture.

For its services hereunder, and upon payment of the Purchase Price by the Purchaser to the Issuer (the date of such payment herein, the "Closing Date"), the Placement Agent shall receive compensation, payable by the Issuer, equal to \$45,000 (the "Fee"). The Issuer shall be responsible for the payment of fees charged by the California Debt and Investment Advisory Commission. On the Closing Date, the Issuer shall pay or cause to be paid the Fee to the Placement Agent by wire transfer or immediately available funds. The Fee does not include any services the Placement Agent may render in the future to the Issuer with respect to any offering or placement of municipal securities other than the Bonds.

2. Representations, Warranties, and Covenants of the Issuer. The undersigned, on behalf of the Issuer, but not individually, hereby represents and warrants to the

members of the authorizing body to their respective offices or seeking to restrain or to enjoin the sale or issuance of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the Documents, or contesting the powers of the Issuer or the members of the authorizing body with respect to the Bonds.

3. Conditions to Closing. The obligations of the Placement Agent under this Agreement shall be subject, at the option of the Placement Agent, to the accuracy in all material respects of the representations, warranties and covenants on the part of the Issuer contained herein as of the date hereof and as of the Closing Date and to the performance by the Issuer of its obligations to be performed hereunder and under the Documents at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Bonds and the Documents shall have been duly authorized, executed and delivered by the respective parties thereto, in substantially the forms heretofore submitted to the Placement Agent with only such changes as shall have been agreed to by the Placement Agent, and the Documents shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Placement Agent, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions described therein and in this Agreement, all such action as the Placement Agent and Bond Counsel shall deem to be necessary and appropriate;

(b) Between the date hereof and the Closing Date, the market price or marketability, at the Purchase Price, of the Bonds shall not have been adversely affected, in the judgment of the Purchaser;

(c) At or prior to the Closing Date, the Placement Agent shall have received the following documents, in each case satisfactory in form and substance to the Placement Agent:

(1) The Documents (or certified copies thereof) duly executed and delivered by the respective parties thereto, with such amendments, modifications or supplements as may have been agreed to by the Placement Agent;

(2) The opinion of Jones Hall, A Professional Law Corporation, Bond Counsel, dated the Closing Date in form and substance satisfactory to the Placement Agent, relating to the validity of the Bonds and the tax-exempt status of the Bonds, together with a letter from such counsel, dated the Closing Date and addressed to the Placement Agent to the effect that the foregoing opinion may be relied upon by the Placement Agent to the same extent as if such opinion was addressed to them;

(3) The opinion of Nixon Peabody LLP, counsel to the Placement Agent, dated the Closing Date, as to such matters as the Placement Agent shall request;

appropriate in connection with the offering and sale of the Bonds. The Issuer further acknowledges and agrees that it is responsible for making its judgment with respect to the offering and sale of the Bonds and the process leading thereto. The Issuer agrees that it will not claim that the Placement Agent acted as a Municipal Advisor to the Issuer or rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Issuer, in connection with the offering or sale of the Bonds or the process leading thereto.

7. Survival of Certain Representations and Obligations. The respective agreements, covenants, representations, warranties and other statements of the Issuer and its officers set forth in or made pursuant to this Agreement shall survive delivery of and payment for the Bonds and shall remain in full force and effect, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Placement Agent.

8. Notices. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to the Issuer at its address set forth above. Any notice or other communication to be given to the Placement Agent under this Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 515 South Figueroa Street, Suite 1800, Los Angeles, California 90071, Attention: Mr. Jose Vera, Managing Director.

9. No Assignment. This Agreement has been made by the Issuer and the Placement Agent, and no person other than the foregoing shall acquire or have any right under or by virtue of this Agreement.

10. Applicable Law. This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

11. Effectiveness. This Agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.

12. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. Counterparts. This Agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.

EXHIBIT A
FORM OF INVESTOR LETTER

Successor Agency to the Community
Development Commission of the City of Santa
Fe Springs
Santa Fe Springs, California

Stifel, Nicolaus & Company, Incorporated
Los Angeles, California

Re: Successor Agency to the Community Development Commission of the City of Santa Fe
Springs 2017 Subordinate Tax Allocation Refunding Bonds

Ladies and Gentlemen:

The undersigned (the "Investor") hereby acknowledges that it is purchasing \$_____ aggregate principal amount of the Successor Agency to the Community Development Commission of the City of Santa Fe Springs 2017 Subordinate Tax Allocation Refunding Bonds (the "Bonds") issued pursuant to a an Indenture of Trust, dated as of _____ 1, 2017 (the "Indenture"), by and between the Successor Agency to the Community Development Commission of the City of Santa Fe Springs (the "Issuer") and U.S. Bank National Association, as trustee. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

This letter is being provided pursuant to a Placement Agent Agreement, dated _____, 2017 (the "Placement Agreement"), between the Issuer and Stifel, Nicolaus & Company, Incorporated (the "Placement Agent").

The Investor acknowledges that the proceeds of the Bonds will be used to refund all of the outstanding Community Development Commission of the City of Santa Fe Springs Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2007 Series A.

The Bonds together with interest thereon shall be payable from Tax Revenues.

In connection with the sale of the Bonds to the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has the authority and is duly authorized to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with its purchase of the Bonds.

law or income tax law consequences thereof. The investor also acknowledges that, with respect to the Issuer's obligations and liabilities, the Investor is solely responsible for compliance with the sales restrictions on the Bonds in connection with any subsequent transfer of the Bonds made by the Investor.

9. The Investor agrees that it is bound by and will abide by the provisions of the Indenture relating to transfer, the restrictions noted on the face of the Bonds and this Investor Letter. The Investor also covenants to comply with all applicable federal and state securities laws, rules and regulations in connection with any resale or transfer of the Bonds by the Investor.

10. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations and warranties herein by the addressees hereto.

11. The interpretation of the provisions hereof shall be governed and construed in accordance with California law without regard to principles of conflicts of laws.

12. All representations of the Investor contained in this letter shall survive the execution and delivery of the Bonds to the Investor as representations of fact existing as of the date of execution and delivery of this Investor Letter.

Date: _____, 2017

Very truly yours,

Investor: Opus Bank

By: _____

Name: _____

Title: _____

ATTACHMENT D

**IRREVOCABLE REFUNDING INSTRUCTIONS
(2017 Bonds)**

These IRREVOCABLE REFUNDING INSTRUCTIONS (2017 Bonds) (these "Instructions"), dated _____, 2017, are given by the SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, a public entity, duly organized and existing under the laws of the State of California (the "Successor Agency"), to U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, acting as trustee for the hereinafter defined Refunded Bonds (the "Refunded Bonds Trustee");

WITNESSETH:

WHEREAS, the former Community Development Commission of the City of Santa Fe Springs (the "Former Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (the "Community Redevelopment Law");

WHEREAS, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, Section references hereinafter being to such Code), the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, the Successor Agency has become the successor entity to the Former Agency;

WHEREAS, prior to dissolution of the Former Agency, for the purpose of financing redevelopment activities of the Former Agency, the Former Agency issued, among other bonds, the \$43,015,000 Community Development Commission of the City of Santa Fe Springs Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2007 Series A ("2007 Bonds"), issued pursuant to the 1992 Master Indenture as supplemented by a Seventh Supplement to Indenture of Trust, dated as of June 1, 2007 (the "2007 Indenture");

WHEREAS, Assembly Bill X1 26, effective June 29, 2011, together with AB 1484, effective June 27, 2012 ("AB 1484"), resulted in the dissolution of the Former Agency as of February 1, 2012, and the vesting in the Successor Agency of certain of the authority, rights, powers, duties and obligations of the Former Agency;

WHEREAS, AB 1484, among other things, authorizes the Successor Agency to issue bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Refunding Law") for the purpose of achieving debt service savings within the parameters set forth in said Section 34177.5(a);

WHEREAS, the Successor Agency has determined to defease and redeem the 2007 Bonds;

WHEREAS, pursuant to its Resolution No. ____ adopted on _____, 2017, the Successor Agency has determined that it will achieve debt service savings within the debt service savings parameters set forth in said Section 34177.5(a) by the issuance pursuant to the Law and the Refunding Law of its \$ _____ aggregate principal amount of Successor Agency to the

Section 5. Transfer of Remaining Funds. On _____, 2017, following the payment and redemption described above, the Refunded Bonds Trustee shall withdraw any amounts remaining on deposit in the 2007 Special Fund and transfer such amounts to the 2017 Refunding Bonds Trustee for deposit into the Debt Service Fund established under the 2017 Refunding Bonds Indenture to be used solely for the purpose of paying interest on the 2017 Refunding Bonds.

Section 6. Amendment. These Instructions shall be irrevocable by the Successor Agency. These Instructions may be amended or supplemented by the Successor Agency, but only if the Successor Agency shall file with the Refunded Bonds Trustee (a) an opinion of nationally recognized bond counsel engaged by the Successor Agency stating that such amendment or supplement will not, of itself, adversely affect the exclusion from gross income of interest represented by the Refunded Bonds or the 2017 Refunding Bonds under federal income tax law, and (b) a certification of an independent accountant or independent financial adviser engaged by the Successor Agency stating that such amendment or supplement will not affect the sufficiency of funds invested and held hereunder to make the payments required by Section 4.

EXHIBIT A
FORM OF CONDITIONAL NOTICE OF FULL OPTIONAL REDEMPTION

[to come]

ATTACHMENT E

§ _____
**SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE
CITY OF SANTA FE SPRINGS
2017 SUBORDINATE TAX ALLOCATION REFUNDING BONDS**

BOND PURCHASE CONTRACT

_____, 2017

Successor Agency to the Community Development Commission of the City of Santa Fe Springs
11710 Telegraph Rd.
Santa Fe Springs, CA 90670
Attention: City Manager

Ladies and Gentlemen:

The undersigned, [Purchaser] (the "Purchaser"), does hereby offer to enter into this Bond Purchase Contract (the "Purchase Contract") with the Successor Agency to the Community Development Commission of the City of Santa Fe Springs, a public entity duly organized and existing under and by virtue of the laws of the State of California (the "Successor Agency"), which, upon your acceptance hereof, will be binding upon the Successor Agency and the Purchaser. This offer is made subject to acceptance by the Successor Agency prior to 11:59 p.m., California time, on the date hereof.

Section 1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the basis of the representations, warranties and covenants herein set forth, the Purchaser hereby agrees to purchase from the Successor Agency for its own account, and the Successor Agency hereby agrees to sell to the Purchaser, all (but not less than all) of the \$_____ aggregate principal amount of the Successor Agency's 2017 Subordinate Tax Allocation Refunding Bonds (the "Bonds"), at a purchase price of \$_____ (representing the principal amount of the Bonds).

Section 2. The Bonds. The Bonds shall: (a) be dated the date of their delivery (the "Closing Date"); (b) mature on the date(s), in the year(s), and accrue interest computed at the rate(s) as set forth in Exhibit A hereto, which is incorporated herein by reference; and (c) be subject to redemption as set forth in Exhibit A hereto.

In all other respects, the Bonds shall be as described in, and shall be issued and secured pursuant to the provisions of that certain Indenture of Trust, dated as of ____ 1, 2017 (the "Indenture"), between the Successor Agency and U.S. Bank National Association, as trustee (the "Trustee"). All capitalized terms used herein without definition shall have the meanings given to them in the Indenture.

The Bonds will be issued in accordance with the Dissolution Act and the Refunding Law and Resolution No. _____ of the Successor Agency adopted on _____, 2017 approving, among other

things, the issuance of the Bonds and the execution and delivery of the Indenture and this Purchase Contract (the "Successor Agency Resolution"). The issuance of the Bonds was approved by the Oversight Board for the Successor Agency to the Community Development Commission of the City of Santa Fe Springs (the "Oversight Board") by Resolution No. OB _____ adopted on _____, 2017 (the "Oversight Board Resolution"). On _____, 2017, the California Department of Finance approved the Oversight Board Resolution approving the issuance of the Bonds.

The net proceeds of the Bonds will be applied in accordance with the Indenture to defease and redeem all of the outstanding \$43,015,000 Community Development Commission of the City of Santa Fe Springs Consolidated Redevelopment Project Tax Allocation Refunding Bonds, 2007 Series A (the "Refunded Bonds"), issued pursuant to the 1992 Master Indenture as supplemented by a Seventh Supplement to Indenture of Trust, dated as of June 1, 2007 (the "2007 Indenture").

Section 3. Relationship to Outstanding Bonds. The Bonds will be payable from property tax revenues deposited in the Redevelopment Property Tax Trust Fund for the Successor Agency on a subordinate basis to two outstanding series of bonds:

- The outstanding Community Development Commission of the City of Santa Fe Springs Consolidated Redevelopment Project Tax Allocation Bonds, 2006 Series A (the "2006A Bonds") that were issued as capital appreciation bonds, which were issued pursuant to the Indenture of Trust, dated as of February 1, 1992, by and between the Agency and U.S. Bank National Association, as successor trustee, and a Fifth Supplement to Indenture of Trust, dated as of August 1, 2006.
- The outstanding Successor Agency to the Community Development Commission of the City of Santa Fe Springs 2016 Subordinate Tax Allocation Refunding Bonds (Federally Taxable).

Section 4. Continuing Disclosure. The Successor Agency and the Purchaser acknowledge that the Bonds are exempt from the requirements of Paragraph (b)(5)(i) of the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, § 240.15c2-12) (the "Rule").

Section 5. Representations, Warranties and Covenants of the Successor Agency. The Successor Agency represents, warrants and covenants to the Purchaser that:

(a) Due Organization. The Successor Agency is and will be on the Closing Date a public entity duly organized and existing under and by virtue of the laws of the State of California, with the power to issue the Bonds pursuant to the Dissolution Act and the Refunding Law, to adopt the Successor Agency Resolution, to give the Irrevocable Refunding Instructions, dated _____, 2015 (the "Refunding Instructions") and to enter into the Indenture and this Purchase Agreement.

(b) Enforceability of Documents. (i) At or prior to the Closing Date, the Successor Agency will have taken all action required by it to authorize the issuance and delivery of the Bonds; (ii) the Successor Agency has all necessary power and authority to execute and deliver this Purchase Contract and the Indenture, to adopt the Successor Agency Resolution, to issue and to deliver the Bonds, to give the Refunding Instructions, to perform its obligations under each such document or instrument (collectively, the "Successor Agency Documents") and to carry out and effectuate the transactions contemplated by the Successor Agency Documents; and (iii) when duly authenticated by

the Trustee, the Bonds will constitute legally valid and binding obligations of the Successor Agency, enforceable against the Successor Agency in accordance with their terms except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

(c) Authorization. By official action of the Successor Agency prior to or concurrently with the acceptance hereof, the Successor Agency has duly authorized and approved the issuance of the Bonds, the execution and delivery of the Successor Agency Documents, the performance by the Successor Agency of the obligations on its part contained therein and the consummation by the Successor Agency of all other transactions contemplated by the Successor Agency Resolution and this Purchase Contract.

(d) No Conflicts. The issuance of the Bonds, the adoption of the Successor Agency Resolution, the execution and delivery of the other Successor Agency Documents and compliance with the provisions on the Successor Agency's part contained herein and therein will not conflict with or constitute a breach of or default under the Constitution of the State of California, any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Successor Agency is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Successor Agency under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument.

(e) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required that has not already been obtained in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby. The Successor Agency gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.

(f) Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the best knowledge of the Successor Agency, threatened against the Successor Agency: (i) affecting the existence of the Successor Agency or the titles of its officers required to approve or sign documents necessary for the delivery of the Bonds, to their respective offices or seeking to prohibit, restrain or enjoin the issuance of the Bonds or the execution and delivery of the Indenture or this Purchase Contract; (ii) affecting delivery of the Bonds; (iii) in any material way contesting or affecting the validity or enforceability of the Bonds or any other Successor Agency Document; (iv) contesting the powers of the Successor Agency or its authority to enter into, adopt or perform its obligations under any of the foregoing, including, but not limited to, the consummation of the transactions contemplated in this Purchase Contract; (v) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of the Tax Revenues to pay the principal of and interest on the Bonds, or the application thereof; or (vi) wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or any Successor Agency Document, or in which a final adverse decision could materially adversely affect the operations or financial condition of the Successor Agency, the exclusion of the

interest paid on the Bonds from gross income for federal tax purposes or the exemption of such interest from State of California personal income taxation.

(g) Tax Covenants. The Successor Agency covenants that it will take any and all action and will cause any and all action to be taken in order to ensure compliance with the provisions contained in the tax certifications described in Section 7(b)(iii)(K) hereof.

(h) No Violation of Debt Limitation. To the best knowledge of the Successor Agency, it has not been, is not presently and, as a result of the sale, issuance and delivery of the Bonds, will not be in violation of any debt limitation, appropriation limitation or any other provision of the California Constitution that would materially adversely affect the Successor Agency's obligations under this Purchase Contract.

(i) Security for the Bonds. The Bonds are secured by a pledge of Tax Revenues and other assets pledged under the Indenture.

(j) Internal Revenue Code. The Successor Agency has complied with the Internal Revenue Code of 1986, as amended (the "Tax Code"), with respect to the Bonds, and the Successor Agency shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable State tax of the interest on the Bonds.

(k) Other Liens; Compliance With the Dissolution Act.

(i) The Indenture accurately describes all of the outstanding bonds, other indebtedness, pass-through agreements and other obligations of the Successor Agency and their relative priority in relation to the lien provided for in the Indenture on the Tax Revenues.

(ii) The Successor Agency has complied with the filing requirements of the Dissolution Act, including the filing of all Recognized Obligation Payment Schedules.

(iii) The California Department of Finance has issued a letter dated ____, 2017 approving the Oversight Board Resolution approving the issuance of the Bonds (the "DOF Letter"). No further California Department of Finance approval or consent is required for the issuance and delivery of the Bonds or the execution and delivery of this Purchase Contract or the Indenture. The Successor Agency is not aware of the California Department of Finance directing or having any basis to direct the Los Angeles County Auditor-Controller to deduct unpaid unencumbered funds from future allocations of property tax to the Successor Agency under Section 34183 of the California Health and Safety Code.

(l) No Other Debt. Between the date hereof and the Closing Date, without the prior written consent of the Purchaser, the Successor Agency will not have issued any bonds, notes or other obligations for borrowed money payable from Tax Revenues.

(m) Certificates. Except as specifically provided, any certificates signed by any officer of the Successor Agency and delivered to the Purchaser shall be deemed a representation and

warranty by the Successor Agency to the Purchaser, but not by the person signing the same, as to the statements made therein.

(n) No Financial Advisory or Fiduciary Relationship. The Successor Agency acknowledges and agrees that: (i) the transaction contemplated herein is an arm's length commercial transaction between the Successor Agency and the Purchaser and its affiliates; (ii) in connection with such transaction, the Purchaser and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Successor Agency; (iii) the Purchaser and its affiliates are relying on the Bank exemption in the Municipal Advisor Rules; (iv) the Purchaser and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Successor Agency with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has provided other services or advised, or is currently providing other services or advising the Successor Agency on other matters); (v) the Purchaser and its affiliates have financial and other interests that differ from those of the Successor Agency; and (vi) the Successor Agency has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

(o) Financial Condition. The financial statements of the Successor Agency for the year ended June 30, 2016, supplied to the Purchaser: (i) were prepared in accordance with generally accepted accounting principles, consistently applied; and (ii) fairly present the Successor Agency's financial condition as of the date of the statements. Other than as disclosed to the Purchaser, there has been no material adverse change in the Successor Agency's financial condition subsequent to June 30, 2016.

(p) Facilitation of Transfers. The Successor Agency hereby agrees that, upon the request of the Purchaser, the Successor Agency shall make good faith efforts to respond to questions from and furnish all documents and information reasonably requested by a potential buyer of the Bonds concerning the Successor Agency, the Indenture, the Bonds and the security therefor, and the transactions and documents related to or contemplated by the foregoing and all matters related thereto.

Section 6. Representations, Warranties and Covenants of the Purchaser. The Purchaser represents to and agrees with the Successor Agency that, as of the date hereof and as of the Closing Date:

(a) The Purchaser is a Qualified Institutional Buyer and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of a purchase of the Bonds.

(b) The Purchaser has conducted its own investigation into the merits and risks of an investment in the Bonds and has received, or been afforded access to, from the Successor Agency or otherwise, all the information it deems necessary to make an investment decision with regard to the Bonds.

(c) The Purchaser will deliver on the Closing Date a letter in substantially the form of Exhibit D to the Indenture.

Section 7. Conditions to Closing. The Purchaser has entered into this Purchase Contract in reliance upon the representations and warranties of the Successor Agency contained herein and the performance by the Successor Agency of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Purchaser's obligations under this Purchase Contract are and shall be subject to the following further conditions as of the Closing Date:

(a) From the time of the execution and delivery of this Purchase Contract to the Closing Date, there shall not have been any: (i) material adverse change in the financial condition or general affairs of the Successor Agency; (ii) event, court decision, proposed law or rule that may have the effect of changing the federal income tax status of the Bonds or the contemplated transactions; or (iii) international or national crisis, suspension of stock exchange trading or banking moratorium which, in the reasonable opinion of the Purchaser, materially and adversely affects the value of the Bonds to the Purchaser.

(b) The Purchaser hereby enters into this Purchase Contract in reliance upon its own due diligence and the representations and warranties of the Successor Agency contained herein and the representations and warranties to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the Successor Agency and the Trustee of their respective obligations both on and as of the date hereof and as of the Closing Date. Accordingly, the obligations of the Purchaser under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds shall be subject, at the option of the Purchaser, to the accuracy in all material respects of the representations and warranties of the Successor Agency contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the Successor Agency and the Trustee made in any certificate or document furnished pursuant to the provisions hereof, to the performance by the Successor Agency and the Trustee of their respective obligations to be performed hereunder and under the Successor Agency Documents, at or prior to the Closing Date, and also shall be subject to the following additional conditions:

(i) At the Closing Date, the Successor Agency Documents shall have been duly authorized, executed and delivered by the respective parties thereto, all in substantially the forms heretofore submitted to the Purchaser, with only such changes as shall have been agreed to in writing by the Purchaser, and shall be in full force and effect, and the Successor Agency shall perform or have performed all of its obligations required under or specified in the Indenture or this Purchase Contract to be performed at or prior to the Closing;

(ii) On the Closing Date, all necessary action of the Successor Agency relating to the execution and delivery of the Bonds will have been taken and will be in full force and effect and will not have been amended, modified or supplemented; and

(iii) At or prior to the Closing Date, the Purchaser shall have received the following documents, in each case satisfactory in form and substance to the Purchaser:

(A) Bond Opinion. The unqualified approving opinion of Jones Hall, Bond Counsel to the Successor Agency ("Bond Counsel"), dated the Closing Date, addressed to the Successor Agency, as to the validity of the Bonds, the enforceability of the Indenture and the tax-exempt status of the Bonds in the form attached hereto as Exhibit B hereto;

(B) Reliance Letter. A reliance letter from Bond Counsel permitting the Purchaser to rely upon the approving opinion referred to in subparagraph 7(b)(iii)(A) above;

(C) Supplemental Opinion. A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Purchaser, to the effect that:

(1) the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(2) assuming due authorization, execution and delivery by the Purchaser, this Purchase Contract has been duly authorized, executed and delivered by the Successor Agency and constitutes the legal, valid and binding agreement of the Successor Agency, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles (regardless of whether such enforceability is considered in equity or at law), to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against public entities in the State of California and except that no opinion is expressed with respect to any indemnification or contribution provisions contained in this Purchase Contract; and

(3) no authorization, approval, consent or other order of the State or any local agency of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the Successor Agency of this Purchase Contract or the consummation by the Successor Agency of the other transactions contemplated by such agreement (provided that no opinion need be expressed as to any action required under the state securities or blue sky laws in connection with the purchase of the Bonds by the Purchaser);

(D) Defeasance Opinion. An opinion of Bond Counsel, dated the Closing Date and addressed to the Purchaser, as to the defeasance of the Refunded Bonds, in form and substance acceptable to the Purchaser;

(E) Successor Agency Counsel Opinion. An opinion of the City Attorney, as counsel to the Successor Agency, dated the Closing Date and addressed to the Purchaser, in form and substance acceptable to the Purchaser to the following effect:

(1) the Successor Agency is a public entity duly existing under the laws of the State, including the Dissolution Act, with full right, power and authority to issue the Bonds and execute, deliver and perform its obligations under the Successor Agency Documents;

(2) the Successor Agency Resolution was duly adopted at a meeting of the Successor Agency, called and held pursuant to law, with all public notice required by law and at which a quorum was present and acting

throughout; and the Successor Agency Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption;

(3) The Successor Agency Documents have been duly authorized, executed and delivered by the Successor Agency and, assuming due authorization, execution and delivery by the other parties thereto, constitute the valid, legal and binding obligations of the Successor Agency enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors rights and by the application of equitable principles if equitable remedies are sought;

(4) The issuance of the Bonds and the execution and delivery of the Successor Agency Documents and compliance with the provisions of the Successor Agency Documents, under the circumstances contemplated thereby, (A) do not and will not in any material respect conflict with or constitute on the part of the Successor Agency a breach of or default under any agreement or other instrument to which the Successor Agency is a party or by which it is bound, and (B) do not and will not in any material respect constitute on the part of the Successor Agency a violation, breach of or default under any existing law, regulation, court order or consent decree to which the Successor Agency is subject; and

(5) There is no litigation or proceeding, pending and served, or threatened in writing delivered to the Successor Agency, challenging the creation, organization or existence of the Successor Agency, or the issuance or validity of the Bonds or the Successor Agency Documents or seeking to restrain or enjoin any of the transactions referred to therein or contemplated thereby, or under which a determination adverse to the Successor Agency would have a material adverse effect upon the financial condition or the revenues of the Successor Agency, or which, in any manner, questions the right of the Successor Agency to issue, sell and deliver the Bonds, to enter into the Indenture or to use the Tax Revenues for repayment of the Bonds or affects in any manner the right or ability of the Successor Agency to collect or pledge the Tax Revenues;

(F) Certificate of the Successor Agency. A certificate relating the the incumbency of the officers and representatives of the Successor Agency executing the Successor Agency Documents and a certificate signed by a duly authorized official of the Successor Agency and to the effect that: (1) the Bonds are duly issued and this Purchase Contract and the Indenture have been duly executed and delivered; (2) the representations, warranties and covenants of the Successor Agency herein are true and correct in all material respects as of the Closing Date; and (3) the Successor Agency has complied with all the terms of the Successor Agency Documents to be complied with by the Successor Agency prior to or concurrently with the Closing Date and such documents are in full force and effect;

(G) Successor Agency Resolution. A certificate of the City Clerk as the Secretary of the Successor Agency or his or her designee, together with a fully executed copy of the Successor Agency Resolution, to the effect that: (1) such copy is a true and correct copy of the

Successor Agency Resolution; and (2) the Successor Agency Resolution is duly adopted and has not been modified, amended, rescinded or revoked except as provided herein, and is in full force and effect on the Closing Date;

(H) Oversight Board Resolution. A certificate of the Secretary of the Oversight Board or his or her designee, together with a fully executed copy of the Oversight Board Resolution, to the effect that: (1) such copy is a true and correct copy of the Oversight Board Resolution; and (2) the Oversight Board Resolution is duly adopted and has not been modified, amended, rescinded or revoked except as provided herein, and is in full force and effect on the Closing Date;

(I) Purchase Contract. An executed copy of this Purchase Contract;

(J) Investor Letter. An executed copy of the Investor Letter in substantially the form attached as Exhibit D to the Indenture;

(K) Tax Certifications. Tax certifications by the Successor Agency in form and substance acceptable to Bond Counsel;

(L) CDIAC. Copies of preliminary filings with the California Debt and Investment Advisory Commission ("CDIAC") relating to the Bonds;

(M) Indenture and Refunding Instructions. An executed copy of the Indenture and the Refunding Instructions;

(N) Trustee Certificate. A certificate of the Trustee relating to the authentication of the Bonds, and the execution of the Refunding Instructions and the Indenture, in form and substance satisfactory to the Purchaser;

(O) Financial Advisor Certificate. A certificate signed by an authorized officer of Urban Futures, the Successor Agency's Financial Advisor, confirming that the refunding of the Refunded Bonds from the proceeds of the Bonds will achieve debt service savings in compliance with the parameters set forth in §34177.5(a) of the Health and Safety Code;

(P) Fiscal Consultant Certificate. A certificate of HdL Coren & Cone, the Successor Agency's Fiscal Consultant (the "Fiscal Consultant"), to the effect that the Fiscal Consultant confirms the accuracy of the information contained in the report prepared by the Fiscal Consultant in connection with the issuance of the Bonds (the "Fiscal Consultant's Report") and confirms that nothing has come to the Fiscal Consultant's attention between the date of the report prepared by the Fiscal Consultant in connection with the issuance of the Bonds (the "Fiscal Consultant's Report") and as of the date hereof that would materially alter any of the conclusions set forth in the Fiscal Consultant's Report;

(Q) DOF Letter. A copy of the DOF letter;

(R) Additional Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Purchaser may reasonably request to evidence the truth and accuracy, as of the Closing Date, of the representations

contained herein and the due performance or satisfaction by the Successor Agency at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

Section 8. Additional Closing Conditions for the Successor Agency. The Successor Agency has entered into this Purchase Contract in reliance upon the representations and warranties of the Purchaser contained herein and the performance by the Purchaser of its obligations hereunder, both as of the date hereof and as of the Closing Date. The respective obligations of the Successor Agency hereunder are and shall be subject to the receipt of the Purchaser, in form satisfactory to the Successor Agency and signed by an authorized officer of the Purchaser, confirming delivery of the Bonds to the Purchaser and the satisfaction of all conditions and terms of this Purchase Contract by the Successor Agency and confirming to the Successor Agency that as of the Closing Date all of the representations of the Purchaser contained in this Purchase Contract are true and correct in all material respects.

Section 9. Termination. All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if they are in form and substance satisfactory to the Purchaser. Receipt of, and payment for, the Bonds shall constitute evidence of the satisfactory nature of such as to the Purchaser. The performance of any and all obligations of the Successor Agency hereunder and the performance of any and all conditions contained herein for the benefit of the Purchaser may be waived by the Purchaser in the Purchaser's sole discretion.

If the Successor Agency shall be unable to satisfy the conditions to the obligations of the Purchaser to purchase, accept delivery of and pay for the Bonds contained in this Purchase Contract, or if the obligations of the Purchaser to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate, and neither Purchaser nor the Successor Agency shall be under further obligation hereunder; provided, however, that the respective obligations of the Successor Agency and the Purchaser set forth in Section 10 hereof shall continue in full force and effect.

Section 10. Expenses. The fees and disbursements of Bond Counsel, the fees and disbursements of the financial advisor, Fiscal Consultant and placement agent to the Successor Agency, the cost of preparing the Bonds, CDIAAC fees, the fees of the Trustee for the Bonds, fees of Purchaser's Counsel (subject to a maximum of \$15,000), fees of the Verification Agent and other miscellaneous expenses of the Successor Agency and the City of Santa Fe Springs incurred in connection with the offering and delivery of the Bonds shall all be the obligation of the Successor Agency. The Purchaser shall have no responsibility for any expenses associated with the issuance of the Bonds, including, but not limited to, the expenses identified above as the obligation of the Successor Agency.

Section 11. Applicable Law. This Purchase Contract shall be governed by the laws of the State of California, exclusive of the choice of law provisions thereof.

Section 12. Parties in Interest; Survival of Representations and Warranties. This Purchase Contract is made solely for the benefit of the Successor Agency and the Purchaser (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the Successor Agency in this Purchase Contract shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Purchaser and shall survive the delivery of and payment for the Bonds.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[PURCHASER],
as Purchaser

By: _____
Authorized Officer

The foregoing is hereby accepted and agreed to
as of the date first above written:

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

By: _____
Finance Director
City of Santa Fe Springs

[Signature Page to Purchase Contract]

EXHIBIT A

\$ _____
**SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF SANTA FE SPRINGS 2017 SUBORDINATE TAX ALLOCATION
REFUNDING BONDS**

- a. Purchase Price: \$_____.
- b. Principal Amount: \$_____.
- c. Denomination: As provided in the Indenture.
- d. Form: Each maturity of the Bonds shall be delivered in the form attached as Exhibit A to the Indenture, as a fully registered Bond dated as of the date of issuance thereof, and shall be registered in the name of [PURCHASER]. The Bonds shall be delivered to the Purchaser at closing.
- e. Interest Payable: March 1, 2018 and each March 1 and September 1 thereafter.
- f. Maturity Schedule and Interest Rate: Maturing September 1, 2016 and bearing interest at the rate per annum of _____%, with mandatory sinking fund redemption as follows:

[SINKING FUND TABLE TO COME]
- g. Redemption: [to come]
- h. Closing Date: _____, 2017, or such other date mutually agreed to by the Successor Agency and the Purchaser.
- i. Delivery: Payment shall be made by wire transfer to the Trustee of the Purchase Price on the Closing Date. Delivery of the Bonds shall be made to the Purchaser on the Closing Date and delivery of the other documents shall be made at the offices of Jones Hall in San Francisco, California, or such other place as shall have been mutually agreed upon by the Successor Agency and the Purchaser.

EXHIBIT B

FORM OF FINAL BOND COUNSEL OPINION

[Closing Date]

Successor Agency to the
Community Development Commission of
the City of Santa Fe Springs
11710 Telegraph Rd.
Santa Fe Springs, CA 90670

OPINION: \$ _____ Successor Agency to the Community Development
Commission of the City of Santa Fe Springs 2017 Subordinate Tax
Allocation Refunding Bonds

Members of the Successor Agency:

We have acted as bond counsel in connection with the issuance by the Successor Agency to the Community Development Commission of the City of Santa Fe Springs (the "Successor Agency"), of the captioned bonds (the "Bonds"), pursuant to the Community Redevelopment Law, constituting Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code of the State of California (the "Law"), Part 1.85 (commencing with Section 34170) of Division 24 of the California Health and Safety Code (the "Dissolution Act"), and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Refunding Law").

The Bonds are being issued pursuant to an Indenture of Trust, dated as of ____ 1, 2017 (the "Indenture"), by and between the Successor Agency and U.S. Bank National Association, as trustee (the "Trustee"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Successor Agency contained in the Indenture, and in certified proceedings and other certifications of public officials furnished to us, without undertaking to verify such facts by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Successor Agency is duly created and validly existing as a public entity, with the power to enter into the Indenture, perform the agreements on its part contained therein, and issue the Bonds.
2. The Indenture has been duly approved by the Successor Agency, and constitutes a valid and binding obligation of the Successor Agency, enforceable against the Successor Agency in accordance with its terms.

3. Pursuant to the Law, the Dissolution Act and the Refunding Law, the Indenture creates a valid lien on the funds pledged by the Indenture for the security of the Bonds, subject to no prior lien granted under the Law, the Dissolution Act and the Refunding Law, except to the extent described in the Indenture.

4. The Bonds have been duly authorized, executed and delivered by the Successor Agency, and are valid and binding special obligations of the Successor Agency, payable solely from the sources provided therefor in the Indenture.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; although for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings. The opinions set forth in the preceding sentence are subject to the condition that the Successor Agency comply with all requirements of the Internal Revenue Code of 1986 that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Successor Agency has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

The rights of the owners of the Bonds, and the enforceability of the Bonds and the Indenture, may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted, and may also be subject to the exercise of judicial discretion in appropriate cases. This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

ATTACHMENT F

UFI URBAN FUTURES | Incorporated

September 21, 2017

Jose Gomez, Assistant City Manager / Administrative Services Director
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

Re: Refunding of Outstanding 2007 Tax Allocation Bonds to Achieve Debt Service Savings

Financial Advisor's Report on Estimated Refunding Savings

Based on our independent review of initial refinancing documents and analysis prepared to date, Urban Futures has reached the following estimated savings assumptions.

A. \$43,015,000 Santa Fe Springs Community Development Commission
Consolidation Redevelopment Project Area
Tax Allocation Bonds Issue of 2007

- | | |
|--|-------------------------|
| 1. Total remaining principal and interest payments: | \$ 28,199,337.50 |
| 2. Estimated principal and interest payments on a proposed
Tax Allocation Refunding Bond Issue of 2017: | <u>\$16,800,304.51</u> |
| 3. Estimated debt service savings by issuing 2017 Bonds: | <u>\$ 11,399,032.99</u> |

Notes: * Savings includes release of debt service reserve of \$9,321,667 to buy down the refinancing Par amount of the 2017 bonds.

URBAN FUTURES, INC.



Michael Busch
Chief Executive Officer

SOURCES AND USES OF FUNDS

Successor Agency to the Community Development Commission of the City of Santa Fe Springs
2017 Tax Allocation Refunding Bonds
(Current Refunding of the 2007 Tax Allocation Bonds)

Opus Bank Private Placement (Tax-Exempt)

Dated Date 11/15/2017
Delivery Date 11/15/2017

Sources:

Bond Proceeds:	
Par Amount	15,875,000.00
Other Sources of Funds:	
Reserve Fund Release (3)	9,321,669.86
	<hr/>
	25,196,669.86
	<hr/>

Uses:

Refunding Escrow Deposits:	
Cash Deposit	24,945,000.00
Delivery Date Expenses:	
Cost of Issuance	250,000.00
Other Uses of Funds:	
Additional Proceeds	1,669.86
	<hr/>
	25,196,669.86
	<hr/>

Notes:

Financing Evaluated at Interest Rate Provided by Opus Bank on September 18, 2017.
Release of Excess Cash (Over What is Needed to Cover the 2006 CABs) Currently On-Hand at the Trustee (Provided by US Bank on February 10, 2017)
Costs of Issuance for Discussion Purposes Only; Subject to Change.

SUMMARY OF REFUNDING RESULTS

Successor Agency to the Community Development Commission of the City of Santa Fe Springs
2017 Tax Allocation Refunding Bonds
(Current Refunding of the 2007 Tax Allocation Bonds)

Opus Bank Private Placement (Tax-Exempt)

Dated Date	11/15/2017
Delivery Date	11/15/2017
Arbitrage yield	2.050461%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	15,875,000.00
True Interest Cost	2.050461%
Net Interest Cost	2.050000%
Average Coupon	2.050000%
Average Life	2.843
Par amount of refunded bonds	24,945,000.00
Average coupon of refunded bonds	4.525103%
Average life of refunded bonds	2.883
PV of prior debt to 11/15/2017 @ 2.050461%	26,652,577.82
Net PV Savings	1,457,577.82
Percentage savings of refunded bonds	5.843166%
Percentage savings of refunding bonds	9.181593%

Notes:

Financing Evaluated at Interest Rate Provided by Opus Bank on September 18, 2017.

Release of Excess Cash (Over What is Needed to Cover the 2006 CABs) Currently On-Hand at the Trustee (Provided by US Bank on February 10, 2017)

Costs of Issuance for Discussion Purposes Only; Subject to Change.

BOND PRICING

Successor Agency to the Community Development Commission of the City of Santa Fe Springs
2017 Tax Allocation Refunding Bonds
(Current Refunding of the 2007 Tax Allocation Bonds)

Opus Bank Private Placement (Tax-Exempt)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond:					
	09/01/2018	2,990,000	2.050%	2.050%	100.000
	09/01/2019	3,130,000	2.050%	2.050%	100.000
	09/01/2020	3,190,000	2.050%	2.050%	100.000
	09/01/2021	3,245,000	2.050%	2.050%	100.000
	09/01/2022	3,320,000	2.050%	2.050%	100.000
		15,875,000			

Dated Date	11/15/2017	
Delivery Date	11/15/2017	
First Coupon	03/01/2018	
Par Amount	15,875,000.00	
Original Issue Discount		
Production	15,875,000.00	100.000000%
Underwriter's Discount		
Purchase Price	15,875,000.00	100.000000%
Accrued Interest		
Net Proceeds	15,875,000.00	

Notes:

Financing Evaluated at Interest Rate Provided by Opus Bank on September 18, 2017.

Release of Excess Cash (Over What is Needed to Cover the 2006 CABs) Currently On-Hand at the Trustee (Provided by US Bank on February 10, 2017)

Costs of Issuance for Discussion Purposes Only; Subject to Change.

BOND DEBT SERVICE

Successor Agency to the Community Development Commission of the City of Santa Fe Springs
2017 Tax Allocation Refunding Bonds
(Current Refunding of the 2007 Tax Allocation Bonds)

Opus Bank Private Placement (Tax-Exempt)

Period Ending	Principal	Coupon	Interest	Debt Service
09/01/2018	2,990,000	2.050%	258,542.01	3,248,542.01
09/01/2019	3,130,000	2.050%	264,142.50	3,394,142.50
09/01/2020	3,190,000	2.050%	199,977.50	3,389,977.50
09/01/2021	3,245,000	2.050%	134,582.50	3,379,582.50
09/01/2022	3,320,000	2.050%	68,060.00	3,388,060.00
	15,875,000		925,304.51	16,800,304.51

Notes:

Financing Evaluated at Interest Rate Provided by Opus Bank on September 18, 2017.

Release of Excess Cash (Over What is Needed to Cover the 2006 CABs) Currently On-Hand at the Trustee (Provided by US Bank on February 10, 2017)

Costs of Issuance for Discussion Purposes Only; Subject to Change.

ESCROW COST

Successor Agency to the Community Development Commission of the City of Santa Fe Springs
2017 Tax Allocation Refunding Bonds
(Current Refunding of the 2007 Tax Allocation Bonds)

Opus Bank Private Placement (Tax-Exempt)

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
11/15/2017		24,945,000.00	24,945,000.00
	0	24,945,000.00	24,945,000.00

Notes:

Financing Evaluated at Interest Rate Provided by Opus Bank on September 18, 2017.

Release of Excess Cash (Over What is Needed to Cover the 2006 CABs) Currently On-Hand at the Trustee (Provided by US Bank on February 10, 2017)

Costs of Issuance for Discussion Purposes Only; Subject to Change.

DISCLOSURE

Successor Agency to the Community Development Commission of the City of Santa Fe Springs
2017 Tax Allocation Refunding Bonds
(Current Refunding of the 2007 Tax Allocation Bonds)

Opus Bank Private Placement (Tax-Exempt)

Stifel, Nicolaus & Company, Incorporated ("Stifel") has been engaged or appointed to serve as an underwriter or placement agent with respect to a particular issuance of municipal securities to which the attached material relates and Stifel is providing all information and advice contained in the attached material in its capacity as underwriter or placement agent for that particular issuance. As outlined in the SEC's Municipal Advisor Rule with current effective implementation date of July 1, 2014, Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the engagement.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not be relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and are subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and/or counsel as you deem appropriate.

Notes:

Financing Evaluated at Interest Rate Provided by Opus Bank on September 18, 2017.

Release of Excess Cash (Over What is Needed to Cover the 2006 CABs) Currently On-Hand at the Trustee (Provided by US Bank on February 10, 2017)

Costs of Issuance for Discussion Purposes Only; Subject to Change.

ATTACHMENT G

**Successor Agency to the Community Development Agency of the City of Santa Fe Springs
Tax Allocation Refunding Bonds, Series 2017 (Tax-Exempt)**

	<u>Total</u>
ESTIMATED COST OF ISSUANCE*	
Bond / Disclosure Counsel	\$50,000.00
Placement Agent	40,000.00
Financial Advisor	35,000.00
City of Santa Fe Springs	20,000.00
Purchaser's Counsel	10,000.00
Placement Agent Counsel	5,000.00
Trustee & Trustee's Counsel	5,000.00
California Debt and Investment Advisory Council	2,500.00
Verification Agent	2,500.00
Contingency	<u>5,000.00</u>
Total Estimated Cost of Issuance	\$175,000.00

* - Costs of issuance were initially estimated conservatively to be \$250,000, which is reflected in the debt service savings analysis. The actual costs are anticipated to be \$175,000, increasing the savings reflected in the debt service savings analysis.

FOR ITEM NO. 5B
PLEASE SEE ITEM NO. 15



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

August 24, 2017

1. **CALL TO ORDER**

Mayor Rounds called the meeting to order at 6:03 p.m.

2. **ROLL CALL**

Members present: Councilmembers/Directors: Moore, and Zamora, Mayor Pro Tem/Vice Chair Sarno and Mayor Rounds.

Members absent: None

Janet Martinez, City Clerk announced that the Members of the Public Financing Authority and Water Utility Authority receive \$150 for their attendance at meetings.

PUBLIC FINANCING AUTHORITY

3. **CONSENT AGENDA**

Approval of Minutes

- a. Minutes of the July 27, 2017, Public Financing Authority Meeting

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

Monthly Reports

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

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

It was moved by Mayor Pro Tem Sarno, seconded by Council Member Zamora, approving Item No. 3A and 3B, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds, Trujillo

Nays: None

WATER UTILITY AUTHORITY

4. **CONSENT AGENDA**

Approval of Minutes

- a. Minutes of the July 27, 2017 Water Utility Authority Meeting

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

Monthly Reports

- b. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority (WUA)

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

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

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

It was moved by Council Member Moore, seconded by Mayor Pro Tem Sarno, approving Item No. 4A, 4B, & 4C, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds, Trujillo

Nayes: None

CITY COUNCIL

5. CITY MANAGER REPORT

Thaddeus McCormack, City Manager announced that this would be his las Council Meeting with the City of Santa Fe Springs since he will be with the City of Lakewood starting September 2017. He thanked Council and the Community for all their support.

6. CONSENT AGENDA

Approval of Minutes

- a. Minutes of the July 27, 2017 City Council Meetings

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

It was moved by Council Member Moore, seconded by Mayor Pro Tem Sarno, approving the minutes for July 27, 2017 City Council Meeting, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds

Nayes: None

UNFINISHED BUSINESS

7. Childcare Program Classrooms – Lease Agreement Amendment

Recommendation: That the City Council:

- Authorize the Director of Public Works to Execute the Agreement to the Lease Agreement with Williams Scotsman for the 3-unit Childcare Program Classroom for a period of twenty-four months, effective August 10, 2017, and with a rental rate of \$1,420.00/month; and
- Authorize the Director of Public Works to Execute an Amendment to the Lease Agreement with Williams Scotsman for the 6-unit Childcare Program Classroom for a period of twenty-four months, effective August 10, 2017, and with a monthly rental rate of \$2,445.00/month.

It was moved by Mayor Pro Tem Sarno, seconded by Council Member Zamora, to authorize the Director of Public Works to Execute the Agreement to the Lease Agreement with Williams Scotsman for the 3-unit Childcare Program Classroom for a period of twenty-four months, effective August 10, 2017, and with a rental rate of \$1,420.00/month; and to authorize the Director of Public Works to Execute an Amendment to the Lease Agreement with Williams Scotsman for the 6-unit

Childcare Program Classroom for a period of twenty-four months, effective August 10, 2017, and with a monthly rental rate of \$2,445.00/month, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds

Nays: None

NEW BUSINESS

8. **Bridge Preventive Maintenance Program – Approval of Cooperative Agreement with Los Angeles County**

Recommendation: That the City Council:

- Appropriate \$11,000.00 from the Capital Improvement Plan Fund to the Bridge Preventive Maintenance Program;
- Approve the Cooperative Agreement with the County of Los Angeles for the Bridge Preventive Maintenance Program (Activity 454-397-C383);
- Find that pursuant to Section 15301(c) (Existing Facilities) of the California Environmental Quality Act (CEQA), the Bridge Preventive Maintenance Program project is considered to be a Categorically Exempt project, and therefore, no other environmental document is required by law; and
- Authorize the Mayor to execute said agreement.

It was moved by Council Member Zamora, seconded by Council Member Trujillo, to appropriate \$11,000.00 from the Capital Improvement Plan Fund to the Bridge Preventive Maintenance Program; approve the Cooperative Agreement with the County of Los Angeles for the Bridge Preventive Maintenance Program (Activity 454-397-C383); find that pursuant to Section 15301(c) (Existing Facilities) of the California Environmental Quality Act (CEQA), the Bridge Preventive Maintenance Program project is considered to be a Categorically Exempt project, and therefore, no other environmental document is required by law; and authorize the Mayor to execute said agreement, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds, Trujillo

Nays: None

9. **Slurry Seal Various City Streets (FY 2017/18) – Authorization to Advertise for Construction Bids**

Recommendation: That the City Council:

- Approve adding the Slurry Sealing Various City Streets (FY 2017/18) to the Capital Improvement Plan;
- Appropriate \$235,000 from Utility Users Tax funds to the Slurry Sealing Various City Streets (FY 2017/18) Project, (Activity No. 454-397-C385);
- Approve the Specifications; and
- Authorize the City Engineer to advertise for construction bids.

It was moved by Council Member Moore, seconded by Council Member Zamora, to approve adding the Slurry Sealing Various City Streets (FY 2017/18) to the Capital Improvement Plan; appropriate \$235,000 from Utility Users Tax funds to the Slurry Sealing Various City Streets (FY 2017/18) Project, (Activity No. 454-397-C385); approve the Specifications; and authorize the City Engineer to advertise for construction bids, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds, Trujillo
Nayes: None

10. Renewal of the Care Ambulance Services, Inc. Emergency Transport and Billing Services Agreement

Recommendation: That the City Council:

- Authorize Mayor to execute an agreement between the City of Santa Fe Springs and Care Ambulance Services, Inc. for emergency transport and billing services effective July 1, 2017 through June 30, 2027.

It was moved by Council Member Trujillo, seconded by Council Member Moore, to authorize the Mayor to execute an agreement between the City of Santa Fe Springs and Care Ambulance Services Inc. for emergency transport and billing services effective July 1, 2017 through June 30, 2027, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds, Trujillo
Nayes: None

11. Restructuring of Department of Police Services' Staffing due to Retirement of Program Coordinator

Recommendation: That the City Council:

- Authorize the City Manager to reclassify one full-time Program Coordinator to one full-time Administrative Clerk II and reclassify two (2) PSO Apprentice positions to part-time PSO in the Department of Police Services.

It was moved by Council Member Moore, seconded by Council Member Trujillo, to authorize the City Manager to reclassify one full-time Program Coordinator to one full-time Administrative Clerk II and reclassify two (2) PSO Apprentice positions to part-time PSO in the Department of Police Services, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds, Trujillo
Nayes: None

12. Request Approval to Donate a Department of Fire-Rescue Air & Light Vehicle to the City of Navojoa Fire Department

Recommendation: That the City Council:

- Authorize the donation of a Fire-Rescue Air & Light Vehicle to the City of Navojoa Fire Department.

It was moved by Council Member Zamora, seconded by Council Member Trujillo, to authorize the donation of a Fire-Rescue Air & Light Vehicle to the City of Navojoa Fire Department, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds, Trujillo
Nayes: None

13. Department of Fire-Rescue Presentation of a New City of Santa Fe Springs Command Vehicle Purchased with Community Development Block Grant Funds

Recommendation: That the City Council:

- Call upon Fire Chief Mike Crook to assist with the presentation.

It was move by Mayor Pro Tem Sarno, seconded by Council Member Trujillo, to approve the vehicle purchase with Community Development Block Grant funds, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds, Trujillo

Nayes: None

14. SB 649 (Hueso) Contracting for Wireless

Recommendation: That the City Council:

- Approve an agreement with 5 Bars for small cell wireless marketing and licensing services.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Sarno, to approve an agreement with 5 Bars for small cell wireless marketing and licensing services, with the addition of including the verbiage of providing a 30 day notice, by the following vote:

Ayes: Moore, Zamora, Sarno, Rounds, Trujillo

Nayes: None

CLOSED SESSION

15. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Subdivision (d)(4) of California Government Code Section 54956.9 for 1 potential case.

CLOSED SESSION

16. PUBLIC EMPLOYMENT

Pursuant to Subdivision (e) of California Government Code Section 54957)

TITLE: City Manager

Mayor Rounds recessed the meetings at 6:12 p.m.

Mayor Rounds convened the meeting at 7:09 p.m.

CLOSED SESSION REPORT

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Subdivision (d)(4) of California Government Code Section 54956.9 for 1 potential case.

City Attorney Yolanda Summerhill reported that in the matter Case No. 30-2017-00935893-CU-CJC entitled Indtech Group, LLC and Lilley Planning Group v. Jennifer Lilley, the City Council authorized the City Attorney's office to prepare and file an

interpleader and take related action accordingly.

PUBLIC EMPLOYMENT

Pursuant to Subdivision (e) of California Government Code Section 54957)

TITLE: City Manager

City Attorney Yolanda Summerhill reported that the City Council appointed as Interim City Manager Donald Powell, and directed the City Manager to enter into a professional services agreement with Mr. Powell to serve as Interim City Manager that includes the following terms: the agreement will be month to month at a salary/hourly rate as authorized by PERS as a retired annuitant.

These actions were approved per the following vote:

Ayes: Moore, Zamora, Sarno, Rounds, Trujillo
Nays: None

17. INVOCATION

Invocation was led by Council Member Trujillo.

18. PLEDGE OF ALLEGIANCE

The Youth Leadership Committee led the Pledge of Allegiance.

19. INTRODUCTIONS

- Chamber of Commerce Representatives: Patricia Kotze, Diversified Risk Management, Inc.; Mickey Shubin, Serv-Wel Disposal & Recycling; Kathie Fink, Santa Fe Springs Chamber CEO and Colin McMillan.

20. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- The Life and Magic of Harry Houdini, Friday, October 6, 2017 at 7:00 p.m.
- 20 Years of Harry Potter Celebration, Saturday, October 7, 2017 2:00 p.m.

21. PRESENTATIONS

- a. Proclamation declaring September 8, 2017 as the City of Santa Fe Springs 2017 Fiestas Patrias Cultural Celebration

22. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Committee Appointments

23. ORAL COMMUNICATIONS

24. EXECUTIVE TEAM REPORTS

- Noe Negrete, Director of Public Works, spoke about the unveiling of Chieftain Way, on August 25th, at the cross streets of Orr & Day Road and Clarkman Street. Unveiling was set to begin at 11:00 a.m., accompanied by speeches by the school superintendent and Mayor William K. Rounds. He also thanked Thaddeus McCormack for all of his support.
- Wayne Morrell, Director of Planning spoke about Le Chef Bakery, located on Telegraph Road and Painter Avenue. He noted that they have a sizeable retail portion to accompany their cold storage at that location. He also spoke about various news outlets reporting on the growing popularity of "poke" locations across the country. He recommends people visit the three locations around the city to try the different poke offerings. He then spoke about two proposed billboard locations, to be in operation by December. One additional billboard to be in operation at a future date. Lastly, he noted that a Fembody Fitness location recently opened up in the city and encouraged people to look into their classes offered.
- Dino Torres, Director of Police Services spoke about the Limited Edition Whittier Pink Patch that is available for a donation of \$10.00. Proceeds will go towards breast cancer awareness and education, in order to inform about detection and treatment. He also thanked Thaddeus McCormack for all of his support.
- Mike Crook, Fire Chief spoke about the approval of the donation to the City of Navojoa. The City of Navojoa expressed their gratitude to the City of Santa Fe Springs. He also spoke about the upcoming annual potato bake at the Fire Department Headquarters. Lastly, he thanked Thaddeus McCormack for all of his support.
- Jose Gomez spoke about the Council Chamber being upgraded. The monitors on the walls and the dais will be upgraded, as well as the equipment in the Council Conference Room. The new equipment should be in operation by the first City Council meeting in September. He also thanked Thaddeus McCormack for his great leadership and direction throughout his time as City Manager.
- Maricela Balderas, Community Services Director, spoke about the Great American Eclipse Viewing Event held on August 21, 2017. Viewing glasses were distributed and a live stream was available for viewing at Town Center Hall. Secondly, she spoke about the 2017 Movie and Concert Series at Heritage Park. It was nine consecutive weeks with alternating movie showings and concerts on Fridays. Lastly, she thanked Thaddeus McCormack on behalf of the Community Services Department for his time with the city.

The following comments were made by the City Council:

- Council Member Zamora thanked Thaddeus McCormack for his support.
- Council Member Moore thanked Thaddeus McCormack for his support.
- Council Member Trujillo thanked Thaddeus McCormack for his support.
- Mayor Pro Tem Sarno thanked Thaddeus McCormack for his support.
- Mayor Rounds spoke thanked Thaddeus McCormack for his support.

***Minutes of the August 24, 2017 Public Finance Authority, Water Utility Authority, Housing Authority,
Successor Agency and City Council Meetings***

ADJOURNMENT

Mayor Rounds adjourned the meeting at 7:50 p.m.

William K. Rounds
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

September 28, 2017

CONSENT AGENDA

AB1234 Conference Report

Pursuant to the requirements of AB1234, a report is required by any elected official attending a conference or seminar at the City's expense

RECOMMENDATION

That the City Council receive and file this report.

BACKGROUND

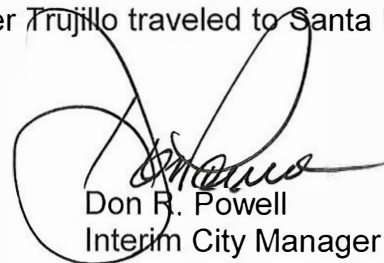
Assembly Bill 1234 (AB) was signed into law by California State Governor Arnold Schwarzenegger on October 7, 2005. This piece of legislation went into effect on January 1, 2006. AB 1234 mandates that elected officials must report travel expenses on an annual basis.

AB 1234 CONFERENCE REPORT

On September 13, 2017 Mayor Rounds attended the Annual League of California Cities.

On September 14, 2017 Council Member Zamora traveled to Santa Fe Springs Sister City Navojoa.

On September 15, 2017 Council Member Trujillo traveled to Santa Fe Springs Sister City Navojoa.


Don R. Powell
Interim City Manager

Attachment

None



City of Santa Fe Springs

City Council Meeting

September 28, 2017

COUNCILMEMBER REQUESTED ITEM

Cancellation of the December 28, 2017 City Council Meeting

RECOMMENDATION: That the City Council
Approve the cancellation of the second meeting in December 2017.

BACKGROUND

Due to the upcoming Holidays, there will be a lack of quorum at the City Council Meeting of December 28, 2017. Therefore, Mayor Rounds is recommending to combine the second Council Meeting of December 2017 with the first meeting of December 14, 2017.

A handwritten signature in black ink, appearing to read "Don R. Powell", is written over a large, stylized circular mark.

Don R. Powell
Interim City Manager

Attachment
None



PUBLIC HEARING

Modification Permit (MOD) Case No. 1280, Modification Permit Case No. 1281 & Amendment to Development Agreement 02-2016

MOD 1280: A request for a Modification of Property Development Standards to increase the maximum height related to the subject digital billboard from 50' to 60'; and *MOD 1281*: A request for a Modification of Property Development Standards to allow a reduction of the required side yard setback related to the subject digital billboard from 25'-0" to 9'-7", for property located at 13750 Firestone Boulevard, in the M-2 FOZ, Heavy Manufacturing – Freeway Overlay, Zone; and proposed amendments to Development Agreement 02-2016 to change height and setback requirements and ensure consistency with the Modification Permit. (LeFiell Manufacturing Company)

RECOMMENDATIONS: That the City Council:

- Open the Public Hearing for those wishing to speak on these matters; and thereafter, close the Public Hearing; and
- Find that the proposed Modification Permits, if conducted in strict compliance with the conditions of approval, will be harmonious with adjoining properties and surrounding uses in the area and will be in conformance with the overall purposes and objectives of the Zoning Regulations and consistent with the goals, policies and programs of the City's General Plan.
- Find that the applicant's Modification Permit request meets the criteria set forth in Sections 155.695 of the City's Zoning Regulations for the granting of a Modification in nonresidential zones.
- Find that the proposed Modification Permits is within the scope of the Initial Study/Mitigated Negative Declaration which was previously prepared for the construction of two billboard signs (one static and one digital); therefore, additional environmental analysis is not necessary to meet the requirements of the California Environmental Quality Act (CEQA).
- Approve of Modification Permit Case No. 1280 and 1281, subject to the conditions of approval as contained within this staff report.
- Waive further reading and introduce Ordinance No. 1091, allowing certain amendments to Development Agreement 02-2016, to reflect the change to the height and setback requirements allowed by Modification Permit Case No. 1280 & 1281.

BACKGROUND / PROJECT DESCRIPTION

The subject property, located at 13700-13750 Firestone Boulevard, is adjacent to the Interstate 5 (I-5) Freeway, between Valley View Avenue to the east and Bloomfield Avenue to the west. The property is comprised of a single parcel (APN: 7005-014-081) which measures approximately 5.91-acres. The property is zoned M-2 FOZ (Heavy Manufacturing - Freeway Overlay Zone) with a General Plan land use designation of Industrial. LeFiell Manufacturing Company, a fabricator of precision tubular products in support of the commercial airplane, defense, and aerospace industries, currently owns and occupies the site.

In August of 2013, the Planning Commission approved Conditional Use Permit Case No. 743 and 744, to allow LeFiell Manufacturing to construct, operate and maintain two billboard signs (one static and one digital) on the subject property. The billboards were approved with an overall height of 50 feet and measuring 48' wide x 14' tall.

While surveying the site, the applicant discovered that the digital billboard, which is the subject of this MOD request, needed to be relocated from its previously approved location because existing underground utilities and water lines would otherwise obstruct the placement of the sign. The digital billboard could not be moved south because it would be too close to the approved static billboard sign. In accordance with Section 155.384(H)(4) of the City's Zoning Regulations, billboards on the same parcel are required to have a minimum spacing of 500 feet as measured from vertical centerline of each billboard. As a result, LeFiell needed to find a new location somewhere north of the original location. Due to the location of existing structures, driveways, and the required setback from existing SCE lines, the digital sign could only be located at the far north end of the property.

The current proposal, however, requires two deviations from the City's Zoning Regulations: one to increase the maximum height of the digital billboard from 50' to 60', and another to allow a reduction of the required side yard setback from 25'-0" to 9'-7" (see code sections below).

Zoning Code Requirements:

Code Section	Billboards - General Requirements
155.384 (H) (2)	<u>Section 155.243 (H) (2)</u> 155.384 Billboards: (H) General requirements: (2) <i>Maximum height.</i> The maximum height of billboards shall be 50 feet, measured from the finished grade at base of the sign.
155.384 (H)(6)	<u>Section 155.243 (H)(6)</u> 155.384 Billboards: (H) General requirements: (6) <i>Minimum setback.</i> The minimum setback distance of the billboard column support post shall be at least 25 feet from any property line and at least 25 feet from the building. Notwithstanding, no portion of the building shall project over the width of any street, highway or other public right-of-way.

The applicant is, therefore, requesting approval of the subject Modification Permits to allow said deviations from the Code. Increasing the billboard height to 60 feet would allow the sign to have greater visibility to south bound traffic. Due to the existing 40' high Ryder Truck sign, which is located on the adjacent northerly parcel, the proposed digital billboard must be raised to 60 feet in order to be seen over the Ryder sign. The proposed 9'-7" setback is to maximize the visibility of the digital billboard at the new 60' height. At the required 25' setback, the sign would need to be higher to be seen over the existing Ryder Truck sign. The closer the billboard is to the Ryder Truck sign, the less clearance it needs to be seen by southbound traffic. It was determined through a flagging study that a 60' high billboard would maximize the visibility if setback 9'-7" from the side property line (see attached flagging photos).

STREETS AND HIGHWAYS

The subject property fronts onto Firestone Boulevard, a local industrial street.

ZONING AND LAND USE

The subject property is zoned M-2 FOZ (Heavy Manufacturing - Freeway Overlay Zone) with a General Plan land use designation of Industrial. The Zoning, General Plan and Land Use of the surrounding properties are as follows:

Table 1 – Current Zoning, General Plan and Land Use

Surrounding Zoning, General Plan Designation, Land Use			
Direction	Zoning District	General Plan	Land Use
North	M-2 FOZ, Heavy Manufacturing – Freeway Overlay Zone	Industrial	Corporate Office for grocery store; Trucking facility
South	N/A	N/A	Union Pacific Railroad
East	M-2 FOZ, Heavy Manufacturing – Freeway Overlay Zone	Industrial	Truck and Car Rental
West	M-2 FOZ, Heavy Manufacturing – Freeway Overlay Zone	Industrial	Truck Repair Facility

DEVELOPMENT AGREEMENT

In 2016, the City Council approved Development Agreement 02-2016 related to the construction of the billboard. Since the subject Modification Permits would change the height location of the digital billboard, Development Agreement 02-2016 should also be amended to be consistent with the Modification Permit.

CITY ATTORNEY REVIEW

The City Attorney's Office has reviewed the proposed amendments to Development Agreement 02-2016 to reflect the change to the height and setback requirements allowed by Modification Permit Case No. 1280 & 1281.

PLANNING COMMISSION/CITY COUNCIL APPROVALS

Since the City Council approve development agreements, the amendment to Development Agreement 02-2016, together with the subject Modification Permits are being presented to the City Council for consideration and approval. It should be noted that, at their regularly scheduled meeting on Monday, September 11, 2017, and after hearing the facts of the case presented by the Planning staff, the Planning Commission voted and unanimously recommends that the City Council approve the subject Modification Permits and necessary amendments to Development Agreement 02-2016.

REQUIRED SHOWING

In accordance with Section 155.695 of the City's Zoning Regulations, a Modification Permit request by an applicant in non-residential zones may be granted by the Planning Commission if the applicant shows the following conditions apply:

- (A) *That the granting of the modification would not grant special privileges to the applicant not enjoyed by other property owners in the area.*

Granting the requested modifications for the subject digital billboard would not be considered a special privilege not enjoyed by other property owners in the area. In 2011, Ryder Truck was granted a Zone Variance to allow their legal non-conforming sign to be reinstalled or otherwise replaced with a new sign at the same size and height.

The current Ryder Truck sign, however, has a direct impact on the height and setback needed to maximize the visibility of the applicant's proposed digital billboard. Granting the subject modifications is, therefore, more of a mitigation to Ryder Truck sign than a special privilege to the applicant. If the Ryder Truck sign was installed at the standard 20' height, the applicant would not have need their requested modifications.

- (B) *That the subject property cannot be used in a reasonable manner under the existing regulations.*

Without an approval to increase the digital billboard to 60', and also to reduce the side yard setback to 9'-7", the applicant's digital billboard would be hardly visible to southbound traffic thus renders the north face almost worthless to advertisement. At a height of 50', installing a north face on the digital billboard would, therefore, not make any financial sense for the applicant.

- (C) *That the hardship involved is due to unusual or unique circumstances.*

The hardship involved is related to the existing 40' high Ryder Truck sign that was allowed by a Zone Variance. Under normal circumstances, the Ryder Truck sign would have been only 20' high. At that height, the applicant's digital billboard would have stood above the Ryder Sign and the subject request would not have been necessary.

- (D) *That the modification, if granted, would not be detrimental to other persons or properties in the area nor be detrimental to the community in general.*

The subject billboard was already approved by Conditional Use Permit Case No. 743. Aside from the increase in height, and reduction of the side yard setback, the Modification Permit will not result in a substantially different billboard. Nor will it increase the number of billboards that will be installed. For that reason, if the modification is granted, it would not be detrimental to other persons or properties in the area nor be detrimental to the community in general.

COMMISSIONER CONSIDERATIONS

The Commission should also note that in accordance with Section 155.696 of the City's Zoning Regulations, before granting a Modification Permit, the Commission shall take into considerations the following factors in making its determination as to whether or not there are practical difficulties or hardships involved:

- (A) *That there are particular physical circumstances due to the shape or condition of the property which result in a hardship under the existing regulations, as distinguished from a mere inconvenience.*

The proposed height and location of the subject billboard is due to the location and height of an existing freestanding sign on the adjacent property. The property immediately west, Ryder truck, currently has a 40' high freestanding sign that was permitted under a Zone Variance granted in 2011.

Although the physical circumstance is on the adjacent property, it does have a direct impact on the proposed billboard project. Without an approval to increase the digital billboard to 60', and also to reduce the side yard setback to 9'-7", the applicant's digital billboard would be hardly visible to southbound traffic thus renders the north face almost worthless to advertisement.

- (B) *That the purpose of the modification is not based exclusively on the financial advantage to the owner.*

The modification permit, if approved, would actually have a greater financial impact to the applicant. A 60' billboard would inevitably cost more to build than the previously approved 50' height given the additional structural demand related to a taller billboard. The applicant, however, is willing to build a taller sign as it would then make their sign visible to southbound traffic.

- (C) *That the alleged difficulties were not created by any person presently having an interest in the property.*

As mentioned previously, the requirement for a 60' high sign situated less than 25' from the side property line is due to the location of an existing 40' freestanding sign

that is located on the adjacent property. The applicant did not create this condition as the existing freestanding sign for Ryder Trucks has existed on the adjacent property since 2011.

(D) That conditions involved are not generally applicable to most of the surrounding properties.

The condition involved is not generally applicable to most of the surrounding properties. As mentioned previously, the proposed height and location of the subject billboard is due to the location and height of an existing freestanding sign on the adjacent property. Said freestanding sign was permitted under a Zone Variance granted in 2011. Without the variance, the freestanding sign would have been limited to 20' and thus a 50' high billboard would not have had the same visual obstruction.

(E) That the requested modification would not diminish property values in the neighborhood.

The modification, if approved, would not diminish property values in the neighborhood. In accordance with the City's Zoning Regulations, the subject property meets the requirements to have a billboard on-site. In fact, the applicant has already been granted a Conditional Use Permit for the construction of two billboards on-site. The subject Modification Permit does not allow for additional billboards. It is simply to allow the digital billboard to be greater than 50' and also setback less than 25' from the side property line.

Although the billboard would be closer to the adjacent property, the proposed height and location would actually reduce any potentially negative impact. At 50', not only would the existing Ryder sign impact the visibility of the digital billboard to southbound traffic, the billboard would also impact the visibility of the Ryder sign to northbound traffic. At the 60', neither sign would be impacted.

(F) That the proposed modification will not increase congestion or endanger the public safety

Although one might say that billboards do impact traffic levels, it should be noted that the subject property meets the requirements to have a billboard on-site and, more importantly, the applicant already has obtained the necessary entitlements to construct two billboards on-site. Conditions of approval, which are part of the existing Condition Use Permit, are already in place to ensure said billboard do not impact traffic levels or otherwise endanger the public safety.

It should also be noted that the subject Modification Permit does not allow for additional billboards, rather it is simply to allow the digital billboard to be greater than 50' and also setback less than 25' from the side property line.

STAFF CONSIDERATIONS

For the aforementioned reasons and findings, staff finds that the applicant's request meets the criteria required by Section 155.696 of the City's Zoning Regulations and thus approval of Modification Permit Case No. 1280 and 1281 will not be detrimental to the property of others or to the community as a whole. Staff is, therefore, recommending that the City Council approve the subject Modification Permit requests subject to the conditions of approval as contained in this report. Staff also recommends that the City Council approve the requested amendment to Development Agreement 02-2016 which would allow for modifications to the agreement to reflect the change to the height and setback requirements allowed by Modification Permit Case Nos. 1280 and 1281.

ENVIRONMENTAL DOCUMENTS

Staff finds the proposed changes to both the static and digital billboards are within the scope of the Initial Study/Mitigated Negative Declaration (IS/MND) which was previously prepared and approved for the subject billboards. Although, the location and height of the billboards will change, the face/display area and how the billboards will be utilized will remain unchanged. Staff, therefore, finds that the proposed changes to the subject billboards is within the scope of the previously prepared and adopted IS/MND; consequently, no new mitigation measures or further environmental documents would be required.

PUBLIC HEARING NOTICE

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

The legal notice was posted in Santa Fe Springs City Hall, the City Library and the City's Town Center on September 15, 2017, and published in a newspaper of general circulation (Whittier Daily News) September 15, 2017, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

As of date of this report, staff has not received any comments and/or inquiries regarding the proposal.

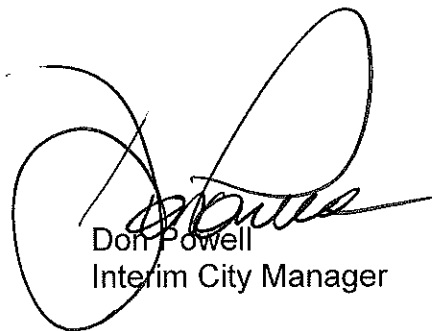
AUTHORITY OF CITY COUNCIL

The City Council has the authority, subject to the procedures set forth in §155.690 through §155.702, to grant a Modification Permit whenever it finds that a strict and literal interpretation of the property development standards would cause undue difficulties and unnecessary hardships inconsistent with the purpose and intent of the City's Zoning Regulations.

CONDITIONS OF APPROVAL**PLANNING AND DEVELOPMENT DEPARTMENT:****(Contact: Cuong Nguyen 562.868-0511 x7359)**

1. With the exception of conditions nos. 7, 10, 12, 15, and 16 (which will be replaced with conditions 2, 3, 4, 5, 6 and 7 below), the applicant understands and agrees that existing conditions required by the original CUPs (CUP 743 & CUP 744), as provided within approval letter dated August 15, 2013, shall remain affective.
2. With the exception of a deviation from the maximum height and minimum setback required for billboards, the subject digital billboard shall be in conformance with Ordinance No. 1036, an ordinance of the City of Santa Fe Springs relating to the standards for the installation of billboards on certain properties in the City.
3. The applicant agrees and understands that the existing Development Agreement must be modified to update the description and location of the subject billboards.
4. The maximum height of the digital billboard shall be sixty feet, measure from the finished grade at the base of the sign (MOD 1280). The static billboard shall remain at the originally approved height of fifty feet.
5. With the exception to the easterly side, which a Zone Variance (ZV 78) was previously granted to Newport Diversified, Inc. to allow a distance of five hundred feet, the minimum distance from either of the two billboards from another billboard on the same side of the freeway shall be one thousand feet, as measure from the vertical centerline of each billboard.
6. The setback distance for the digital billboard to the side property line shall be a minimum of 9'-7", measured from the billboard column support post (MOD 1281). Notwithstanding, no portion of the billboard shall project over the width of any street, highway, or other public right-of-way.
7. The setback distance for the static billboard to the nearest building shall be a minimum of 7'-8", measured from the billboard column support post (MOD 1282). Notwithstanding, no portion of the billboard shall project over the width of any street, highway, or other public right-of-way.
8. The applicant, LeFiell Manufacturing, agrees to prepare an accurately scaled map with GPS coordinates included to show the exact location of subject static and digital billboard, and more importantly, to clarify the exact distance that the subject billboards will be from one another. Said map shall be provided concurrently or prior to submittal for plan check.

9. The applicant, LeFiell Manufacturing Company, 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 arising from or in any way related to the subject Modification Permits and Billboards, or any actions or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the applicant of such claim, action or proceeding, and shall cooperate fully in the defense thereof.
10. That it is hereby declared to be the intent that if any provision of this Approval is violated or held invalid, or if any law, statute or ordinance is violated, this Approval shall be void and the privileges granted hereunder shall lapse.



Don Powell
Interim City Manager

Attachments:

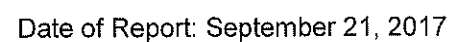
1. Aerial Photograph
2. Aerial Close-Up (Original Vs. New Location)
3. Overall Site Plan
4. Enlarged Site Plan
5. Proposed Elevations
6. Colored Elevations
7. Flagging Photos @ 50' & 60'
8. Approval Letter Dated August 15, 2013 for CUP 743 & CUP 744
9. Modification Permit Application
10. Notice to Surrounding Property Owners
11. Amendment to Development Agreement No. 02-2016

Aerial Photograph

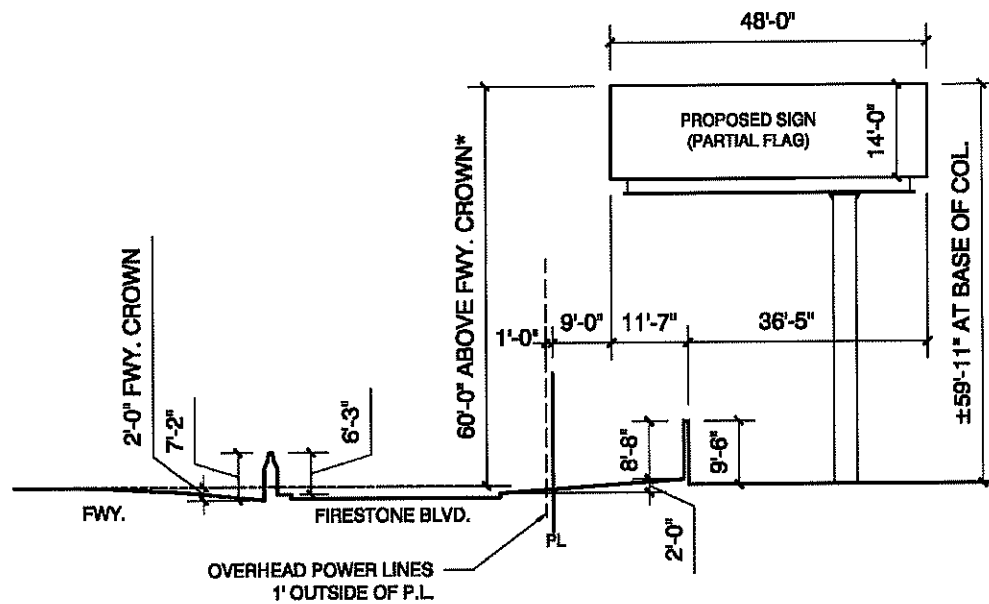
13700-13750 Firestone Boulevard (APN: 7005-014-081)

Aerial Close-Up (Original vs. New Location)

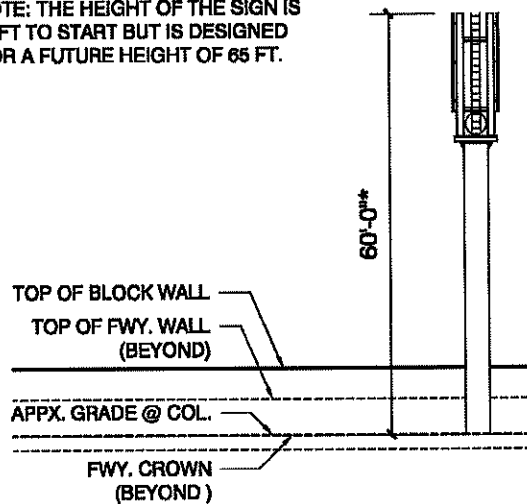
Overall Site Plan:
1" = 100'



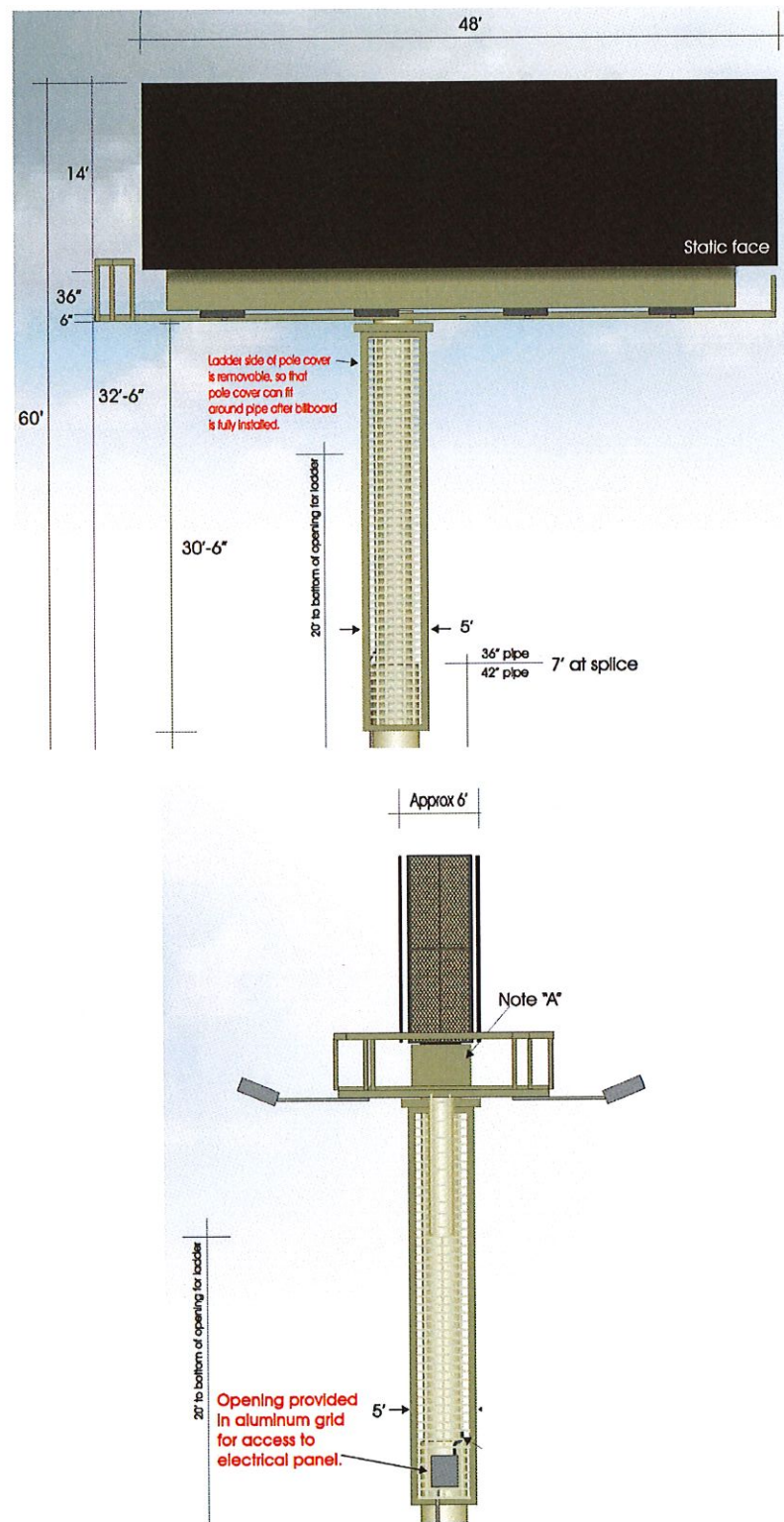
Proposed Elevations

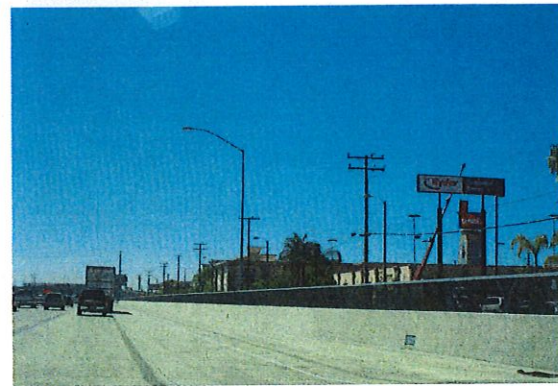
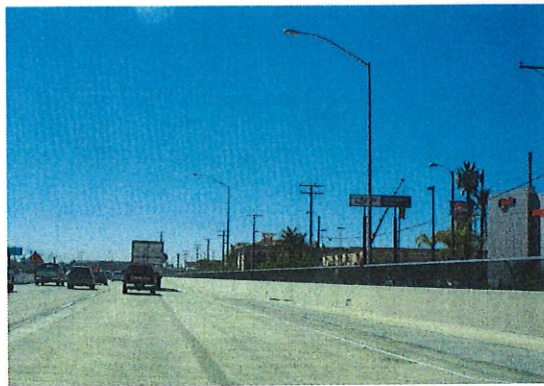
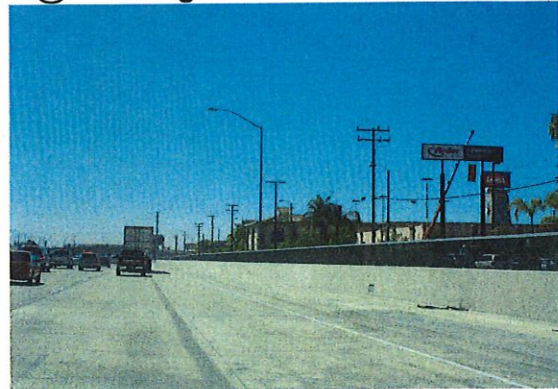
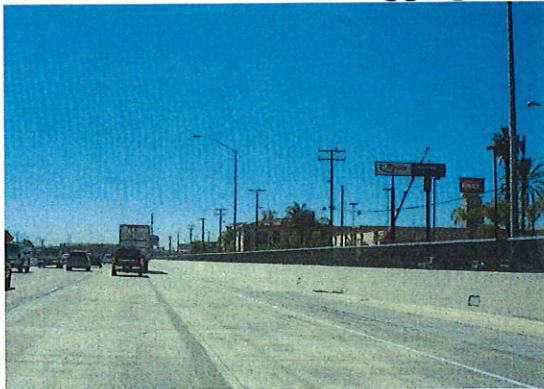
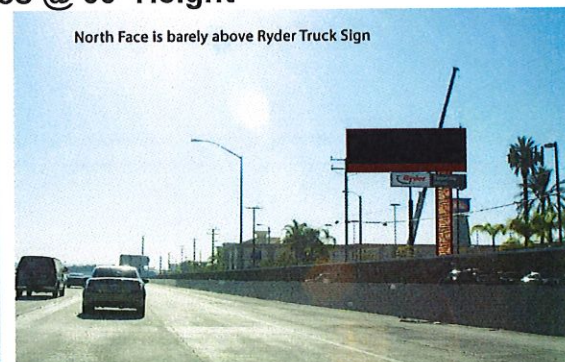


*** NOTE: THE HEIGHT OF THE SIGN IS 60 FT TO START BUT IS DESIGNED FOR A FUTURE HEIGHT OF 65 FT.**



Colored Elevations



Flagging Photos @ 50' Height**Flagging Photos @ 60' Height**

Approval Letter Dated August 15, 2013**FILE COPY**11710 Telegraph Road · CA 90670-3679 · (562) 868-0511 · Fax (562) 868-7112 · www.santafesprings.org*"A great place to live, work, and play"*

August 15, 2013

Le Fiell Manufacturing Company
13700 Firestone Boulevard
Santa Fe Springs, CA 90670

Attn.: Mr. George Ray

Re: CUP Nos. 743 and 744
13700 and 13750 Firestone Blvd., Santa Fe Springs, CA 90670

Dear Mr. Ray:

The Planning Commission, at their meeting on August 12, 2013, took action on your request to construct and maintain two billboard signs, (one static and one digital), each face/display area measuring 48' wide x 14' tall, with an overall height of 50 feet, on the 8.33-acre Le Fiell Manufacturing property located at 13700-13750 Firestone Boulevard, in the M-2-FOZ, Heavy Manufacturing-Freeway Overlay Zone.

The Planning Commission approved your requested entitlement, subject to the following conditions:

CONDITIONS OF APPROVAL:**ENGINEERING / PUBLIC WORKS DEPARTMENT:**
(Contact: Robert Garcia 562-868-0511 x7545)

1. That a grading plan shall be submitted showing elevations and drainage pattern of the site. The improvements shall not impede, obstruct or pond water onsite. The grading plan shall be submitted for drainage approval to the City Engineer. The owner shall pay drainage review fees in conjunction with this submittal.

Richard J. Moore, Mayor • Juanita Trujillo, Mayor Pro Tem
City Council
Louie González • Laurie M. Rios • William K. Rounds
City Manager
Thaddeus McCormack

Approval Letter Dated August 15, 2013 (Cont.)**POLICE SERVICES DEPARTMENT:****(Contact: Dino Torres 562.409-1850 x3329 or Phillip De Rousse at x3319)**

2. That the Applicant shall provide an emergency phone number and a contact person to the Department of Police Services and the Fire Department. The name, telephone number, fax number and e-mail address of that person shall be provided to the Director of Police Services and the Fire Chief no later than 60 days from the date of approval by the Planning Commission. Emergency information shall allow emergency service to reach the owner/developer or their representative any time, 24 hours a day.
3. That the support post of the billboards shall be treated with a graffiti-proof paint finish and the billboards shall be maintained in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches, as closely possible, the color of the existing and/or adjacent surfaces.
4. That the Applicant shall not plant trees, shrubs or other type of foliage, or install any structures or appendages that would allow individuals to scale the billboards.

WASTE MANAGEMENT:**(Contact: Teresa Cavallo 562.868.0511 x7309)**

5. That the Applicant shall comply with Section 50.51 of the Municipal Code which prohibits any business or residents from contracting any solid waste disposal company that does not hold a current permit from the City.
6. 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 the Recycling Coordinator, Teresa Cavallo at (562) 868-0511 x7309.

PLANNING AND DEVELOPMENT DEPARTMENT:**(Contact: Wayne Morrell 562.868-0511 x7362)**

7. That the billboards shall be in conformance with Ordinance No. 1036, an ordinance of the City of Santa Fe Springs relating to the standards for the installation of billboards on certain properties in the City.
8. That approval of Conditional Use Permits Nos. 743 and 744 shall not be construed to mean any waiver of applicable and appropriate zoning regulations, or any Federal, State, County, and City laws and regulations.
9. That all required permits regarding Highway Oriented Signs shall be obtained from the California Department of Transportation (Caltrans).

Approval Letter Dated August 15, 2013 (Cont.)

10. That Conditional Use Permits Nos. 743 and 744 shall not become effective, unless the City Council and property owner enter into a Development Agreement regarding the operation of the billboards.
11. That the maximum area of the billboards shall be seven hundred square feet per sign area (e.g., 14 feet x 48 feet).
12. That the maximum height of the billboards shall be fifty feet, measured from the finished grade at the base of the sign.
13. That there shall be no more than two billboards, either digital or static, but not both of the same type, on the subject property.
14. That the minimum distance between the two billboards shall be five hundred feet as measured from the vertical centerline of each billboard.
15. That the minimum distance from either of the two billboards from another billboard on the same side of the freeway shall be one thousand feet, as measured from the vertical centerline of each billboard.
16. That the minimum setback distance of the column support post of the two billboards shall be at least 25 feet from any property line and at least 25 feet from any building. Notwithstanding, no portion of the billboards shall project over the width of any street, highway, or other public right-of-way.
17. That the minimum size of any property on which a billboard can be located shall be five acres, unless a variance is granted to allow a billboard on a smaller property.
18. That none of the billboards shall have more than two (2) faces. (A face shall be considered the display surface upon which an advertising message is displayed). (No V-shape billboards shall be allowed).
 - a. The two faces of two-sided billboards shall be identical in size.
 - b. The two sign faces shall be attached directly and be parallel to each other.
 - c. The top, bottom, and sides of the two sign faces shall be in alignment, and no portion of either face shall project beyond the corresponding portion of the other face.
19. That none of the billboards shall have more than one (1) face (display surface) oriented in the same vertical plane.
20. That each billboard shall plainly display the name of the person or company owning or maintaining it and the identifying number of the billboard.

Approval Letter Dated August 15, 2013 (Cont.)

21. That all billboards, if projecting over a driveway or driving aisle, shall have a minimum clearance of sixteen feet (16') between the lowest point of the sign and the driveway grade.
22. That all billboards, if projecting over a pedestrian walkway shall have a minimum clearance of eight feet (8') between the lowest point of the sign and the walkway grade.
23. That all billboards shall have a minimum clearance of eight feet (8') between the lowest point of the sign and ground level so as not to provide an attractive nuisance for graffiti and vandalism.
24. That the back or rear portions of each billboard, when visible from a public right-of-way or other public or private property, shall be screened, encased, or otherwise suitably covered. The screening shall cover all structural members of the sign, not including the pole supports.
25. That prior to issuance of a building permit for the billboards, the Applicant shall provide the following:
 - a. The telephone number of a maintenance service to be available twenty-four (24) hours a day, to be contacted in the event that a billboard becomes dilapidated or damaged.
 - b. Proof of lease demonstrating a right to install the billboard on the subject property.
 - c. A list of locations of all billboards in the City owned or managed by the entity that will own or manage the subject billboard. This information also shall be provided on a map. The intent of this requirement is to facilitate analysis of the proposed billboard's compliance with the spacing and location requirements.
26. That the billboards shall be designed to have a single (steel) cylindrical column support post. Said support shall be designed to integrate the architectural features of the adjacent building.
27. That the billboard structures shall be free of any bracing, angle iron, guy wires, cables, microwave dishes, etc.
28. That the installation of the billboards shall not require the removal of trees or other on-site landscaping or the reduction of any required on-site parking spaces.
29. That the proposed billboards shall be constructed within a landscape planter area, where applicable.

Approval Letter Dated August 15, 2013 (Cont.)

30. That each billboard shall be constructed to withstand a wind pressure of 20 pounds per square feet of exposed surface.
31. That none of the billboards shall display any statement or words of an obscene, indecent, or immoral character.
32. That none of the billboards shall display any advertising of: Any drugs, including but not limited to marijuana; or tobacco products; or adult-type uses, including but not limited to nude or topless bars or nightclubs, or establishments that feature nude or topless dancing or mud wrestling, or businesses featuring the sales of adult novelty items, books, magazines, videos, DVDs, or tapes, or other content that contains any obscene or profane language.
33. That none of the billboards shall display flashing, shimmering, glittering, intermittent, or moving light or lights. Exceptions to this restriction include time, date, temperature, weather, and smog index units, provided the frequency of change does not exceed four (4) second intervals.
34. That none of the billboards shall include any illumination or message change that is in motion or that change or expose a message for less than four seconds. (Messages are to remain static for a minimum of 4 seconds prior to next message appearing (no blank in-between messages)); Continuous motion, including full motion video, shall not be permitted. Message transition shall be instantaneous or 1-2 seconds if fading.
35. That all utilities for the billboards shall be installed underground.
36. That each billboard shall be tied into the National Emergency Network and provide emergency information, including child abduction alerts (i.e., "Amber Alerts").
37. That the billboards shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the Highway Beautification Act of 1965 (23 U.S.C. 131), the California Outdoor Advertising Act (Cal. Bus. & Prof. Code, 5200 et seq.), and the California Vehicle Code, Section 21466.5.
38. That the digital billboard shall be provided with an ambient light sensor that automatically adjusts the brightness level of the electronic sign based on ambient light conditions, so that on overcast or poor weather days, the sign would automatically adjust to the ambient light level.
39. That lighting levels on the digital billboard shall not exceed 0.3 foot candles above ambient light from a distance of 250 feet, as measured according to standards of the Outdoor Advertising Association of America (OAAA).

Approval Letter Dated August 15, 2013 (Cont.)

40. That brightness shall not exceed 800 nits (candela per square meter) from sunset to sunrise. At all other times, brightness shall not exceed 7500 nits.
41. That the digital billboard shall be designed to either: freeze the display in one static position, display a full black screen, or turn off in the event of a malfunction.
42. That none of the billboards shall utilize technology that would allow interaction with drivers, vehicles, or any device located in vehicles, including, but not limited to a radio frequency identification device, geographic positions system, or other device.
43. That walls or screens at the base of the billboards shall not create a hazard to public safety or provide an attractive nuisance.
44. That none of the billboards shall emit audible sound, odor, or particulate matter.
45. That none of the billboards shall simulate or imitate any directional, warning, danger, or information sign, or any display likely to be mistaken for any permitted sign intended or likely to be construed as giving warning to traffic, by, for example, the use of the words "stop" or "slow down."
46. That none of the billboards shall involve any red or blinking or intermittent light likely to be mistaken for warning or danger signals nor shall its illumination impair the vision of travelers on the adjacent freeway and/or roadways. Illuminations shall be considered vision impairing when its brilliance exceeds the values set forth in Section 21466.5 of the Vehicle Code.
47. That within one week after the sign is activated, a qualified lighting consultant/electrical engineer shall measure the sign intensity at the sign face and ensure compliance with Section 21466.5 of the Vehicle Code. Written verification of compliance shall be provided to the Planning Department within one week following sign activation. All cost shall be the responsibility of the Applicant.
48. That the Applicant shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 909, if applicable.
49. That the Applicant shall be responsible for reviewing and/or providing copies of the required conditions of approval to his/her architect, engineer, contractor, etc. Additionally, the conditions of approval contained herein, shall be made part of the construction drawings. ***Construction drawings shall not be accepted for Plan Check without the conditions of approval incorporated into the construction drawings.***

Approval Letter Dated August 15, 2013 (Cont.)

50. That the Applicant shall require and verify that all contractors and sub-contractors have successfully obtained a Business License with the City of Santa Fe Springs prior to beginning any work associated with the subject project. A late fee and penalty will be assessed to any contractor or sub-contractor that fails to obtain a Business License and a Building Permit final or Certificate of Occupancy will not be issued until all fees and penalties are paid in full. Please contact Cecilia Pasos, Business License Clerk, at (562) 868-0511, extension 7527 for additional information. A business license application can also be downloaded at www.santafesprings.org.
51. That all plans, such as, but not limited to, the site plan, elevations, landscape, and civil drawings, submitted to the Building Department for permits shall be coordinated for consistency by the Applicant prior to the issuance of any permits. Any change or modification to one particular plan shall require the corresponding revisions on all other applicable plans. The Applicant shall be responsible for correcting any inconsistencies that may occur through error or omission during plan preparation or construction.
52. That the billboards shall be installed substantially in accordance with the site plan and elevations submitted by the Applicant and on file with the case; however, the Director of Planning is authorized to make minor modifications to the approved preliminary plans or any of the conditions if such modifications shall achieve substantially the same results as would strict compliance with said plans and conditions.
53. That Conditional Use Permit Case Nos. 743 and 744 shall be subject to a compliance review in ten (10) years, until August 12, 2023.
54. That in the event Conditional Use Permit Case Nos. 743 and 744 are not utilized within a period of 12 consecutive months following the issuance of this approval, this approval shall become null and void pursuant to Sections 155.745 of the City Zoning Regulations, unless an extension is granted per City code and ordinances.
55. That the final site plan and elevations for the proposed billboards and all other appurtenant improvements, shall be subject to the final approval of the Director of Planning or his designee.
56. That all other requirements of the City's Zoning Ordinance, Building Code, Property Maintenance Ordinance, State and City Fire Code and all other applicable County, State and Federal regulations and codes shall be complied with.
57. That Le Fiell Manufacturing Company 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

Approval Letter Dated August 15, 2013 (Cont.)

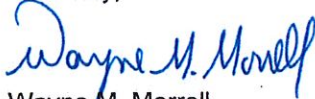
boards arising from or in any way related to the subject Conditional Use Permit Case Nos. 743 and 744, or any actions or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the owner/developer of such claim, action or proceeding, and shall cooperate fully in the defense thereof.

58. It is hereby declared to be the intent that if any material provision of this Approval is adjudicated to have been violated or held to be invalid, this Approval shall be void and the privileges granted hereunder shall lapse.

The Zoning Ordinance sets forth an appeal period of fourteen (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, please call me, at (562) 868-0511 x7362, or E-Mail waynemorrell@santafesprings.org.

Sincerely,



Wayne M. Morrell
Director of Planning

cc: City Council (Electronically)
Thaddeus McCormack, City Manager (Electronically)
Dino Torres, Director of Police Services (Electronically)
Phillip De Rousse, Management Assistant I (Electronically)
Noe Negrete, Director of Public Works (Electronically)
Robert Garcia, Associate Civil Engineer (Electronically)
Michael Crook, Fire Chief (Electronically)
Tom Hall, Deputy Director of Environment Services (Electronically)
Brian Reparuk, Deputy Fire Marshall
Wayne Morrell, Director of Planner (Electronically)
Teresa Cavallo, Planning Program Assistant (Electronically)
Tom Milton, Building Inspector (Electronically)
Roy Furuto, Furuto Rubio & Associates, Inc.
File Copy

Modification Permit Application

City of Santa Fe Springs
Application for
MODIFICATION PERMIT (MOD)

The Undersigned hereby petitions for a Modification of one or more property development requirements of the Zoning Ordinance.

Location of property (ies) Involved (Provide street address or If no address, give distance from nearest street Intersection): 13750 Firestone, Santa Fe Springs

Legal description of property: See Attached

Record Owner of Property:

Name: LeFell Manufacturing Company Phone No: (562) 921-3411 (800) 451-5971

Mailing Address: 13750 Firestone Blvd, Santa Fe Springs, CA 90670

Fax No: (800) 373-3361 E-mail: george@gtrdevelopment.net

The application is being filed by:

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

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

Describe the modification requested: The sign at this location will be Digital. The City currently allows the maximum height of 50' overall and a distance from the side property line to the column is 25'. The applicant is requesting a modification to a height of 60' overall and to place the sign at a distance of approximately 9' 7" from the side property line to the centerline of the column.

NOTE

This application must be accompanied by the filing fee, detailed plot plan, and other data specified in the form entitled "Information on Modification of Property Development Standards"

Modification Permit Application (Cont.)

MOD Application
Page 2 of 3

JUSTIFICATION STATEMENT

BEFORE A MODIFICATION CAN BE GRANTED, THE PLANNING COMMISSION MUST BE SATISFIED THAT ALL OF THE FOLLOWING CONDITIONS APPLY. YOUR ANSWERS SHOULD JUSTIFY YOUR REQUEST FOR A MODIFICATION

JUSTIFICATIONS TO NO. 1 & 2 ARE REQUIRED FOR RESIDENTIALLY ZONED PROPERTIES:

1. Explain how the modification request, if granted, will allow you to utilize your house in a more beneficial manner.

N/A

2. Explain how the modification request, if granted, will not be detrimental to the property of others in the area.

N/A

JUSTIFICATIONS TO NOS. 3-6 ARE REQUIRED FOR PROPERTIES OTHER THAN RESIDENTIAL:

3. Explain why the subject property cannot be used in a reasonable manner under the existing regulations. This billboard had to be moved from its original location to the location due too many underground utilities and water lines near a driveway entrance which prohibited the placement of a sign column. Furthermore, the height of and the main building to the south would require the sign to be much taller than is allowed in the City (see "Original Plot Plan" and "Aerial"). The sign could not be moved south since the main building was on the south side of the original location. The sign could not be moved to the south side of the main building because it would be too close to the static LeFell sign and that would violate the 500 foot spacing that is required between billboards on the same property. Our only option was to find another location to the north of the original location. Some of the possible locations going north on the LeFell property did not meet the 25' side setback from a front property line and did not meet the required setback from the SCE lines since those location would place the sign column in the driveway which would block ingress and egress on the property and cause the Ryder Truck sign to the north to block the north face of the new sign. LeFell's only solution was to place the new sign at the far north end of the property (see "New Plot Plan"). Since the Ryder Truck Rental sign next door obtained a height variance to 40', the LeFell sign is placed as close as possible to the Ryder Truck sign so it can be visible to south bound traffic. The height of the proposed billboard is 60' and the propose setback is 9'-7" so that the sign is not blocked by the Ryder sign and can be seen over the Ryder sign. The side setback variance is needed since the closer one gets to an obstacle, the less height variance the sign needs to be seen over the top of the obstacle. 60' is 10' over the 50' height limit. The side setback of 25' is reduced to 9'-7". The attached photos were computer generated from a crane flagging and are highly accurate (See "Flagging Photos"). The photos clearly show that at 60' with a 9'-7" side setback, the LeFell sign is barely visible over the Ryder sign.

4. Explain the unusual or unique circumstances involved with the subject property which

Modification Permit Application (Cont.)

would cause hardship if compliance with the existing regulations is required. The City has already approved this sign at its original location through a Development Agreement with the property owner. At the new location, the proposed sign will not be able to meet the City's height limit of 50' and the City's side property setback of 25' and therefore the sign owner would suffer the hardship of losing their previously approved sign. The sign owner would suffer a further hardship in not getting a height variance even though the Ryder Truck property owner obtained a height variance and the only reason the new sign owner is requesting a height variance and a property setback variance is because of the height of the Ryder Truck sign. The closer the new sign can get to the Ryder sign, the less height variance we need. The computer photographs show that at 60' tall with a 9'-7" side setback, the new LeFiell sign is barely visible over the Ryder Truck Sign. Most cities do not have large side setbacks. Denying a variance to the LeFiell signs would be a hardship since the reason the variance is needed, is because the City granted a height variance to the Ryder Truck sign and the other obstacles listed above that are located on and off the property.

5. Explain how the approval of the requested modification would not grant special privileges which are not enjoyed by other property owners in the area. Because the property owners on the north and south sides of LeFiell have been granted variance for off-premise and on-premise signs, it is reasonable that LeFiell can be granted a modification. The granting of a modification that has been granted to others is not a special privilege for the LeFiell sign since others have obtained the height variance. The surrounding property owners had other challenges that the City took into consideration when granting their height variance. This modification of sign height and side yard setback is no different than what has been granted to surrounding property owners. Most other cities do not have side property setbacks for signs.
6. Describe how the requested modification would not be detrimental to other persons or properties in the area, nor to the public welfare in general. The modification will not be detrimental to the other properties since the other properties either did not need a modification to have their signs visible or obtained similar modifications; such as the neighbors Ryder sign and the Newport Diversified Digital sign.

Modification Permit Application (Cont.)MOD Application
Page 3 of 3**PROPERTY OWNERS STATEMENT**

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

Name: LeFlell Manufacturing Company/George Ray
 Mailing Address: 13750 Firestone Blvd. Santa Fe Springs, CA 90670
 Phone No: (562) 921-3411 (800) 451-5971
 Fax No: (800) 373-3361 E-mail: george@qtrdevelopment.net
 Signature: _____

Name _____ (please _____ print): _____
 Mailing Address: _____
 Phone No: _____
 Fax No: _____ E-mail: _____
 Signature: _____

CERTIFICATION

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES)ss.

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

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

(seal)

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

WITNESS my hand and official seal

Notary Public**FOR DEPARTMENT USE ONLY**

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

Authorization to Represent – Property Owner



Re
JUL 03 2017
Planning Department

13700 FIRESTONE BOULEVARD
SANTA FE SPRINGS, CALIFORNIA 90670
(562) 921-3411
FAX (562) 921-5480

<http://www.lefiell.com>

January 9, 2017

To Whom It May Concern,

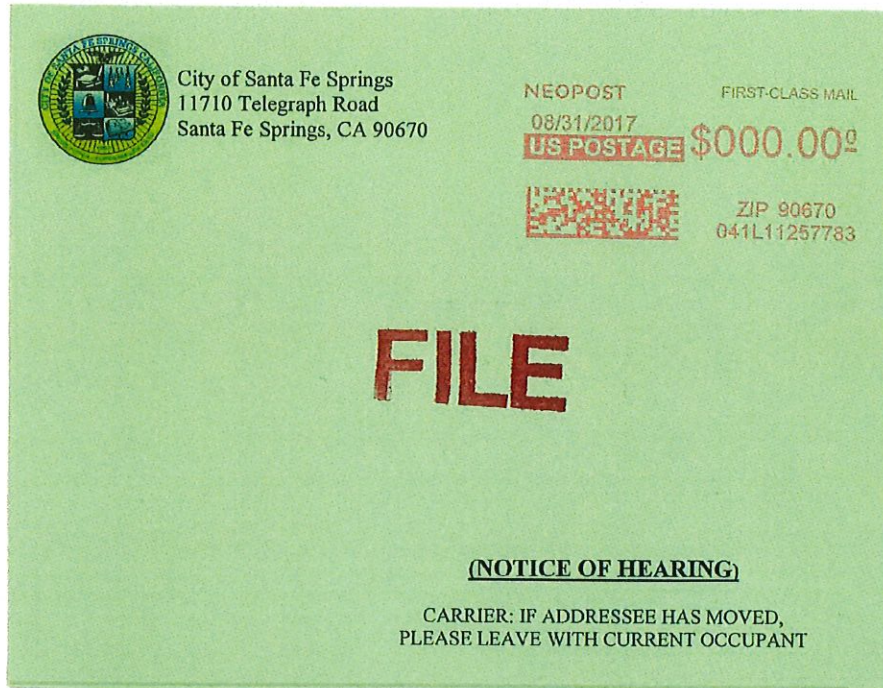
I, George Ray, name Victor Gomez, Andrew Goodman and Mark Kudler as agents for LeFiell to sign and apply for all permits and permit related applications in relation to the static and digital off-premise signs being built on the property.

Sincerely


George Ray
LeFiell

PRECISION TUBULAR PARTS & ASSEMBLIES

Notice to Surrounding Property Owners



CITY OF SANTA FE SPRINGS NOTICE TO ADJACENT PROPERTY OWNERS

NOTICE IS HEREBY GIVEN that the Santa Fe Springs Planning Commission will take action on the matter below at a regular meeting on **Monday, September 11, 2017 at 6:00 p.m.**, in the Council Chambers of City Hall located at 11710 Telegraph Road, on the following matter:

MODIFICATION PERMIT CASE #1280 & #1281

MOD 1280: A request for a Modification of Property Development Standards to increase the maximum height related to the subject digital billboard from 50' to 60'; and **MOD 1281:** A request for a Modification of Property Development Standards to allow a reduction of the required side yard setback related to the subject digital billboard from 25'-0" to 9'-7", for property located at 13700 Firestone Boulevard, in the M-2 FOZ, Heavy Manufacturing – Freeway Overlay, Zone.

Upon review of the proposed project, Staff finds the proposed changes to the both static and digital billboards are within the scope of the Initial Study/Mitigated Negative Declaration (IS/MND) which was previously prepared and approved for the subject billboards. Although the location and height of the billboards will change, the face/display area and how the billboards will be utilized will remain unchanged. Additional environmental analysis is therefore not necessary to meet the requirements of the CEQA.

All interested persons are invited to attend the above Hearing. If you challenge the above mentioned item and related actions in court, you may be limited to raising only those issues you or someone else raised at the Hearing described in this notice, or in written correspondence delivered to the City of Santa Fe Springs Department of Planning and Development at, or prior to the Hearing. Any person interested in this matter may contact Cuong Nguyen at 562-868-0511, Ext. 7359 or cuongnguyen@santafesprings.org

AMENDMENT TO DEVELOPMENT AGREEMENT NO. 02-2016

This Amendment to Development Agreement No. 02-2016 (hereinafter "Agreement") is entered into this _____ day of _____, 2017 (hereinafter the "Effective Date"), by and between the City of Santa Fe Springs (hereinafter "City"), and Le Fiell Manufacturing Company, a Sub Chapter "S" Corporation (hereinafter "Developer").

RECITALS

A. In or about June 2016, the City and Developer entered into a development agreement in accordance with California Government Code Sections 65864 *et seq.* ("Development Agreement Law") that provided terms and conditions related to the construction of the double-sided 14 x 48 foot digital display ("Digital Billboard") oriented toward the 5 Freeway and double-sided 14 x 48 foot static display ("Static Billboard") oriented toward the 5 Freeway located adjacent to and on the southern side of the South bound lanes of the 5 Freeway, at the Southwest corner of Firestone Boulevard and Marquardt Avenue in the City of Santa Fe Springs.

B. Approval of Modification Permit Nos. 1280 and 1281, which modify the setbacks and height limits of the Digital Billboard require an amendment to the Development Agreement for consistency.

C. Modification Permit No. 1282 which modifies the building setback for the Static Billboard requires an amendment to the Development Agreement for consistency.

D. On September 11, 2017 at a duly noticed public hearing, the Planning Commission recommended to the City Council approval of this Amendment to the Development Agreement.

E. On September 28, 2017, the City Council of the City, at a duly noticed hearing to consider the approval of this Agreement, considered the proposal, heard testimony, and introduced Ordinance No. 1091, which Ordinance approves the Amendment to Development Agreement 02-2016.

NOW THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Development Agreement No. 2016-02 is hereby amended to reflect the change in height and setback of the Static Billboard, and only to the extent, said change is consistent with Modification Permit Nos. 1280, 1281, and 1282.

II. The City and Developer mutually understand and agree that in all other respects, Development Agreement No. 02-2016 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

CITY:

CITY OF SANTA FE SPRINGS
a California municipal corporation

By: _____
Mayor

DEVELOPER:

Le Fiell Manufacturing Company
a Sub Chapter "S" Corporation

By: _____
George A. Ray, Chairman of the Board

[end of signatures]

[illegible]

On _____, 2017, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

[SEAL]

[illegible]

On _____, 2017, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

[SEAL]



PUBLIC HEARING

Modification Permit (MOD) Case No. 1282 & Amendment to Development Agreement 02-2016

A request for a Modification of Property Development Standards to allow a reduction to the required building setback related to the subject static billboard from 25'-0" to 7'-8" on property located at 13700 Firestone Boulevard, in the M-2 FOZ, Heavy Manufacturing – Freeway Overlay, Zone; and proposed amendments to Development Agreement 02-2016 to the change to building setback requirements for the static billboard and ensure consistency with the Modification Permit. (LeFiell Manufacturing Company)

RECOMMENDATIONS: That the City Council:

- Open the Public Hearing for those wishing to speak on these matters; and thereafter, close the Public Hearing; and
- Find that the proposed Modification Permit, if conducted in strict compliance with the conditions of approval, will be harmonious with adjoining properties and surrounding uses in the area and will be in conformance with the overall purposes and objectives of the Zoning Regulations and consistent with the goals, policies and programs of the City's General Plan.
- Find that the applicant's Modification Permit request meets the criteria set forth in Sections 155.695 of the City's Zoning Regulations for the granting of a Modification in nonresidential zones.
- Find that the proposed Modification Permit is within the scope of the Initial Study/Mitigated Negative Declaration which was previously prepared for the construction of two billboard signs (one static and one digital); therefore, additional environmental analysis is not necessary to meet the requirements of the California Environmental Quality Act (CEQA).
- Approve Modification Permit Case No. 1282, subject to the conditions of approval as contained within this staff report.
- Waive further reading and introduce Ordinance No. 1091, allowing certain amendments to Development Agreement 02-2016, to reflect the change to building setback requirements allowed by Modification Permit Case No. 1282.

BACKGROUND / PROJECT DESCRIPTION

The subject property, located at 13700-13750 Firestone Boulevard, is adjacent to the Interstate 5 (I-5) Freeway, between Valley View Avenue to the east and Bloomfield Avenue to the west. The property is comprised of a single parcel (APN: 7005-014-081) which measures approximately 5.91-acres. The property is zoned M-2 FOZ (Heavy Manufacturing - Freeway Overlay Zone) with a General Plan land use designation of Industrial. LeFiell Manufacturing Company, a fabricator of precision tubular products in support of the commercial airplane, defense, and aerospace industries, currently owns and occupies the site.

In August of 2013, the Planning Commission approved Conditional Use Permit Case No. 743 and 744, to allow LeFiell Manufacturing to construct, operate and maintain two billboard signs (one static and one digital) on the subject property. The billboards were approved with an overall height of 50 feet and measuring 48' wide x 14' tall.

At the time of the original approval, the static billboard was setback 25' from the nearest building, as required per Code. Thereafter, Newport Diversified was granted approval of a Conditional Use Permit (CUP 751) to upgrade their existing freestanding sign to a new digital billboard. But due to the proximity of the LeFiell static billboard, a Zone Variance (ZV 78) was also granted to allow a 500' separation between the Newport Diversified billboard and the LeFiell static billboard. Without the Variance, the minimum distance between billboards located on the same side of the freeway is 1,000 feet.

Due to a Caltrans deadline, Newport Diversified had immediately submitted their construction drawings for review and approval. The plans called out a 500' separation between the Newport Diversified billboard and the LeFiell static billboard. However, it was later discovered that the actual distance was approximately 485' apart, though the exhibits submitted by Newport Diversified as part of their application package, showed a minimum separation distance of 500 feet. Notwithstanding, to be a good neighbor, Newport Diversified agreed to move their sign in order to achieve the 500' separation. LeFiell, however, volunteered to move their static sign since Newport Diversified was already in plan check.

LeFiell looked into two other locations before settling on the proposed location. First, LeFiell had planned to move their sign northwest (near the front of the building). This location was problematic because the location would interfere with SCE's requirement that all structures be a minimum distance of ten (10) feet from an electrical line. Second, LeFiell had planned to move their sign to the west (on the opposite side of the building). This location also proved to be problematic because the height of the adjacent building effectively obscured portions of the billboard from being viewed from southbound traffic. To mitigate this impact, the billboard would need to be raised to seventy-five (75) feet. The City was, however, not in support of granting a Variance for the 75' height. As a result, it was determined that the most effective placement of the static billboard, while still meeting the 500 separation requirement from the Newport Diversified billboard, was at the proposed location.

The current proposal, however, requires a deviation from the City's Zoning Regulations: to allow a reduction of the required building setback from 25'-0" to 7'-8"

Zoning Code Requirements:

Code Section	Billboards - General Requirements
155.384 (H)(6)	<p>Section 155.243 (H)(6)</p> <p>155.384 Billboards:</p> <p>(H) General requirements:</p> <p>(6) <i>Minimum setback.</i> The minimum setback distance of the billboard column support post shall be at least 25 feet from any property line and at least 25 feet from the building. Notwithstanding, no portion of the building shall project over the width of any street, highway or other public right-of-way.</p>

The applicant is, therefore, requesting approval of the subject Modification Permit to allow said deviation from the Code.

STREETS AND HIGHWAYS

The subject property fronts onto Firestone Boulevard, a local industrial street.

ZONING AND LAND USE

The subject property is zoned M-2 FOZ (Heavy Manufacturing - Freeway Overlay Zone) with a General Plan land use designation of Industrial. The Zoning, General Plan and Land Use of the surrounding properties are as follows:

Table 1 – Current Zoning, General Plan and Land Use

Surrounding Zoning, General Plan Designation, Land Use			
Direction	Zoning District	General Plan	Land Use
North	M-2 FOZ, Heavy Manufacturing – Freeway Overlay Zone	Industrial	Corporate Office for grocery store; Trucking facility
South	N/A	N/A	Union Pacific Railroad
East	M-2 FOZ, Heavy Manufacturing – Freeway Overlay Zone	Industrial	Truck and Car Rental
West	M-2 FOZ, Heavy Manufacturing – Freeway Overlay Zone	Industrial	Truck Repair Facility

DEVELOPMENT AGREEMENT

In 2016, the City Council approved Development Agreement 02-2016 related to the construction of the billboard. Since the subject Modification Permit would change the location of the static billboard, Development Agreement 02-2016 should also be amended to be consistent with the Modification Permit.

CITY ATTORNEY REVIEW

The City Attorney's Office has reviewed the proposed amendments to Development Agreement 02-2016 to reflect the change to building setback requirements allowed by Modification Permit Case No. 1282.

PLANNING COMMISSION/CITY COUNCIL APPROVALS

Since the City Council approve development agreements, the amendment to Development Agreement 02-2016, together with the subject Modification Permits are being presented to the City Council for consideration and approval. It should be noted that, at their regularly scheduled meeting on Monday, September 11, 2017, and after hearing the facts of the case presented by the Planning staff, the Planning Commission voted and unanimously recommends that the City Council approve the subject Modification Permits and necessary amendments to Development Agreement 02-2016.

REQUIRED SHOWING

In accordance with Section 155.695 of the City's Zoning Regulations, a Modification Permit request by an applicant in non-residential zones may be granted by the Planning Commission if the applicant shows the following conditions apply:

- (A) *That the granting of the modification would not grant special privileges to the applicant not enjoyed by other property owners in the area.*

Granting the requested modification for the subject digital billboard would not be considered a special privilege to the applicant. In the original plans, the applicant had met the 25 foot setback. The new sign location, although requires the subject modification, is simply a good neighborly gesture to help both LeFiell and Newport Diversified meet the 500' separation requirement between two billboards located on the same side of the freeway.

- (B) *That the subject property cannot be used in a reasonable manner under the existing regulations.*

Without the subject modification, the only other options would be for LeFiell to either keep the sign at the previously approved location or otherwise re-locate it to the west side of the building. But at 50' high, their sign would be obstructed by the adjacent building. Specifically, visibility from southbound traffic would be reduced and thus would impact their potential for advertisement on the west sign face.

- (C) *That the hardship involved is due to unusual or unique circumstances.*

The unique circumstance in this case is related to the adjacent easterly property, which was granted a Conditional Use Permit and Zone Variance to allow the construction of a new digital billboard. Said entitlements were granted to Newport Diversified due to their irregular shape and because the site already had an existing

freestanding sign. A billboard on the Newport Diversified property, however, creates a need to have a separation of 500'.

LeFiell did explore two other potential locations before settling on the proposed location. But due to the location of existing SCE power lines, and the height of the adjacent building, the alternative locations did not work. As a result, it was determined that the most effective placement of the static billboard, while still meeting the 500 separation requirement from the Newport Diversified billboard, would be at the proposed location.

- (D) *That the modification, if granted, would not be detrimental to other persons or properties in the area nor be detrimental to the community in general.*

The subject billboard was already approved by Conditional Use Permit Case No. 744. Aside from a reduction to the required building setback, the Modification Permit will not result in a substantially different billboard. Nor will it increase the number of billboards that will be installed. For that reason, if the modification is granted, it would not be detrimental to other persons or properties in the area nor be detrimental to the community in general.

CITY COUNCIL CONSIDERATIONS

The Commission should also note that in accordance with Section 155.696 of the City's Zoning Regulations, before granting a Modification Permit, the Commission shall take into considerations the following factors in making its determination as to whether or not there are practical difficulties or hardships involved:

- (A) *That there are particular physical circumstances due to the shape or condition of the property which result in a hardship under the existing regulations, as distinguished from a mere inconvenience.*

As mentioned previously, LeFiell evaluated two other locations before settling on the proposed location. Due to the location of existing SCE power lines, and the height of the adjacent building, the alternative locations simply did not work. As a result, it was decided that the most effective placement of the static billboard, while still meeting the 500 separation requirement from the Newport Diversified billboard, is at the proposed location.

- (B) *That the purpose of the modification is not based exclusively on the financial advantage to the owner.*

The subject modification is the result of a good neighborly gesture. Although moving the sign closer to the building does allow the LeFiell greater visibility, they could have left their sign in the original location and require Newport Diversified to move their sign. However, since Newport Diversified was already in plan check, LeFiell felt that it would be a nice gesture look into moving their sign rather than force Newport

Diversified to revise their plans in order to accommodate the 500 separation requirement. Had LeFiell kept the sign where it was originally approved, they wouldn't have needed the subject modification permit.

(C) That the alleged difficulties were not created by any person presently having an interest in the property.

As mentioned previously, applicant would not need the subject modification permit if they simply kept the sign where it was originally approved. The new location, although requires approval of the subject modification, is the result of a good neighborly gesture since Newport Diversified was already in plan check.

LeFiell did explore two other possibly locations before deciding on the proposed location. Unfortunately, due to the location of existing SCE power lines, and the height of the adjacent building, the alternative locations did not work. These two constraints are preexisting conditions that prohibited LeFiell from placing their billboard at the alternative locations, both of which would not have require any deviation from the Code.

(D) That conditions involved are not generally applicable to most of the surrounding properties.

Although, LeFiell was the first to receive entitlements to construct their billboards, Newport Diversified was the first to submit plans for plan check. The plans called out a 500' separation between the Newport Diversified billboard and the LeFiell static billboard. However, it was later discovered that the actual distance was approximately 485' apart, though the exhibits submitted by Newport Diversified showed a minimum separation distance of 500 feet. Notwithstanding, to be a good neighbor, Newport Diversified agreed to move their sign in order to achieve the 500' separation. LeFiell, however, volunteered to move their static sign since Newport Diversified was already in plan check.

LeFiell did explore two other potential locations before settling on the proposed location. But due to the location of existing SCE power lines, and the height of the adjacent building, the alternative locations did not work. As a result, it was decided that the most effective placement of the static billboard, while still meeting the 500 separation requirement from the Newport Diversified billboard, is at the proposed location.

(D) That the requested modification would not diminish property values in the neighborhood.

Typically, the number of billboards or proximity of a particular billboard would have the greatest impact on adjacent properties. The subject Modification Permit would not result in any additional billboards. Additionally, if the modification is granted, it would

actually create a greater separation from the adjacent property. For that reason, if the modification is granted, would not diminish property values in the neighborhood.

(F) That the proposed modification will not increase congestion or endanger the public safety

Although, one might say that billboards do impact traffic levels, it should be noted that the subject property meets the requirements to have a billboard on-site and, more importantly, the applicant already has obtained the necessary entitlements to construct two billboards on-site. Conditions of approval, which are part of the existing Condition Use Permit, are already in place to ensure said billboard do not impact traffic levels or otherwise endanger the public safety.

It should also be noted that the subject Modification Permit does not allow for additional billboards, rather it is simply to allow the static billboard to be less than 25' from the adjacent building.

STAFF CONSIDERATIONS

For the aforementioned reasons and findings, staff finds that the applicant's request meets the criteria required by Section 155.696 of the City's Zoning Regulations and thus approval of Modification Permit Case No. 1282 will not be detrimental to the property of others or to the community as a whole. Staff is, therefore, recommending that the City Council approved the subject Modification Permit request, subject to the conditions of approval as contained in this report. Staff also recommends that the City Council approve the requested amendment to Development Agreement 02-2016 which would allow for modifications to the agreement to reflect the change to building setback requirements allowed by Modification Permit Case No. 1282.

ENVIRONMENTAL DOCUMENTS

Staff finds the proposed changes to the both static and digital billboards are within the scope of the Initial Study/Mitigated Negative Declaration (IS/MND) which was previously prepared and approved for the subject billboards. Although the location and height of the billboards will change, the face/display area and how the billboards will be utilized will remain unchanged. Staff, therefore, finds that the proposed changes to the subject billboards is within the scope of the previously prepared and adopted IS/MND; consequently, no new mitigation measures or further environmental documents would be required.

PUBLIC HEARING NOTICE

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

The legal notice was posted in Santa Fe Springs City Hall, the City Library and the City's Town Center on September 15, 2017, and published in a newspaper of general

circulation (Whittier Daily News) September 15, 2017, as required by the State Zoning and Development Laws and by the City's Zoning Regulations. As of date of this report, staff has not received any comments and/or inquiries regarding the proposal.

AUTHORITY OF CITY COUNCIL

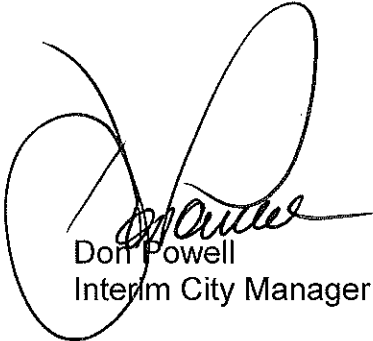
The City Council has the authority, subject to the procedures set forth in §155.690 through §155.702, to grant a Modification Permit whenever it finds that a strict and literal interpretation of the property development standards would cause undue difficulties and unnecessary hardships inconsistent with the purpose and intent of the City's Zoning Regulations.

CONDITIONS OF APPROVAL

PLANNING AND DEVELOPMENT DEPARTMENT: **(Contact: Cuong Nguyen 562.868-0511 x7359)**

1. With the exception of conditions nos. 7, 10, 12, 15, and 16 (which will be replaced with conditions 2, 3, 4, 5, 6 and 7 below), the applicant understands and agrees that existing conditions required by the original CUPs (CUP 743 & CUP 744), as provided within approval letter dated August 15, 2013, shall remain affective.
2. With the exception of a deviation from the maximum height and minimum setback required for billboards, the subject digital billboard shall be in conformance with Ordinance No. 1036, an ordinance of the City of Santa Fe Springs relating to the standards for the installation of billboards on certain properties in the City.
3. The applicant agrees and understands that the existing Development Agreement must be modified to update the description and location of the subject billboards.
4. The maximum height of the digital billboard shall be sixty feet, measure from the finished grade at the base of the sign (MOD 1280). The static billboard shall remain at the originally approved height of fifty feet.
5. With the exception to the easterly side, which a Zone Variance (ZV 78) was previously granted to Newport Diversified, Inc. to allow a distance of five hundred feet, the minimum distance from either of the two billboards from another billboard on the same side of the freeway shall be one thousand feet, as measure from the vertical centerline of each billboard.
6. The setback distance for the digital billboard to the side property line shall be a minimum of 9'-7", measured from the billboard column support post (MOD

- 1281). Notwithstanding, no portion of the billboard shall project over the width of any street, highway, or other public right-of-way.
7. The setback distance for the static billboard to the nearest building shall be a minimum of 7'-8", measured from the billboard column support post (MOD 1282). Notwithstanding, no portion of the billboard shall project over the width of any street, highway, or other public right-of-way.
 8. The applicant, LeFiell Manufacturing, agrees to prepare an accurately scaled map with GPS coordinates included to show the exact location of subject static and digital billboard, and more importantly, to clarify the exact distance that the subject billboards will be from one another. Said map shall be provided concurrently or prior to submittal for plan check.
 9. The applicant, LeFiell Manufacturing Company, 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 arising from or in any way related to the subject Modification Permits and Billboards, or any actions or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the applicant of such claim, action or proceeding, and shall cooperate fully in the defense thereof.
 10. That it is hereby declared to be the intent that if any provision of this Approval is violated or held invalid, or if any law, statute or ordinance is violated, this Approval shall be void and the privileges granted hereunder shall lapse.



Don Powell
Interim City Manager

Attachments:

1. Aerial Photograph
2. Aerial Close-Up
3. Overall Site Plan
4. Enlarged Site Plan (Previously Approved Plan)
5. Enlarged Site Plan (Current Proposal)
6. Proposed Elevations
7. Colored Elevations
8. Approval Letter Dated August 15, 2013 for CUP 743 & CUP 744
9. Modification Permit Application
10. Notice to Surrounding Property Owners
11. Amendment to Development Agreement No. 02-2016

Report Submitted By: Cuong Nguyen
Planning and Development Dept.

Date of Report: September 21, 2017

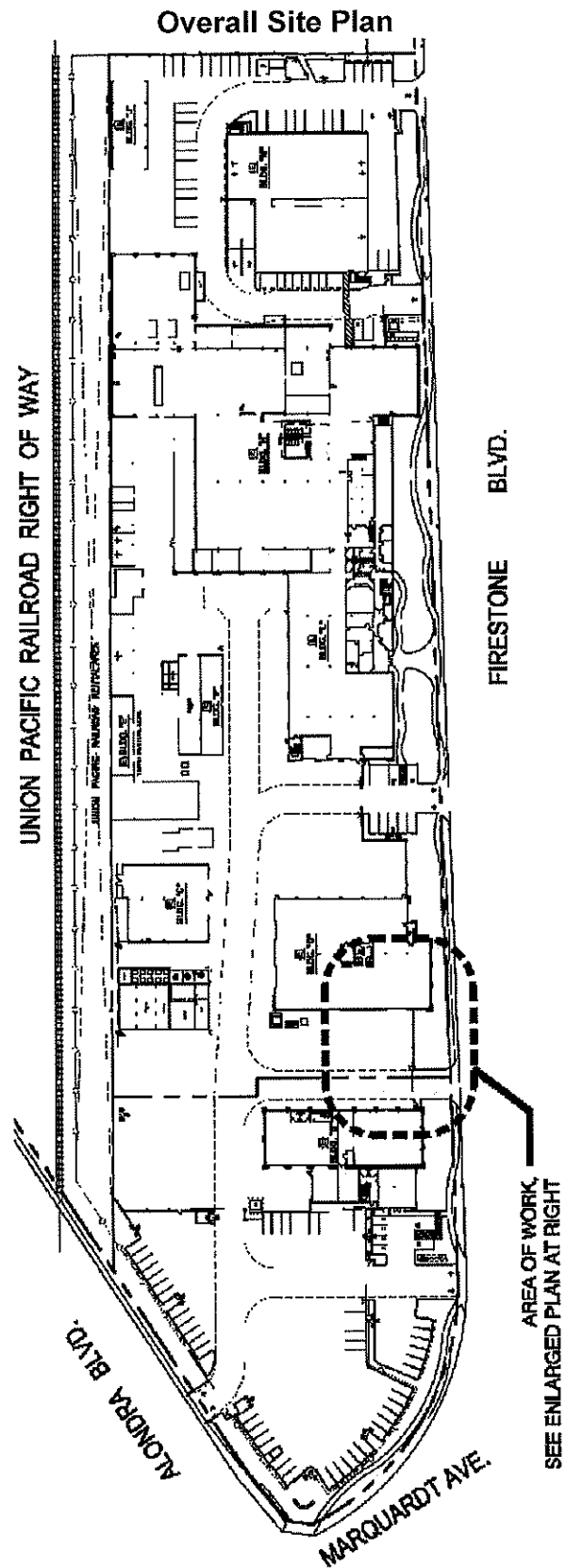
Aerial Photograph



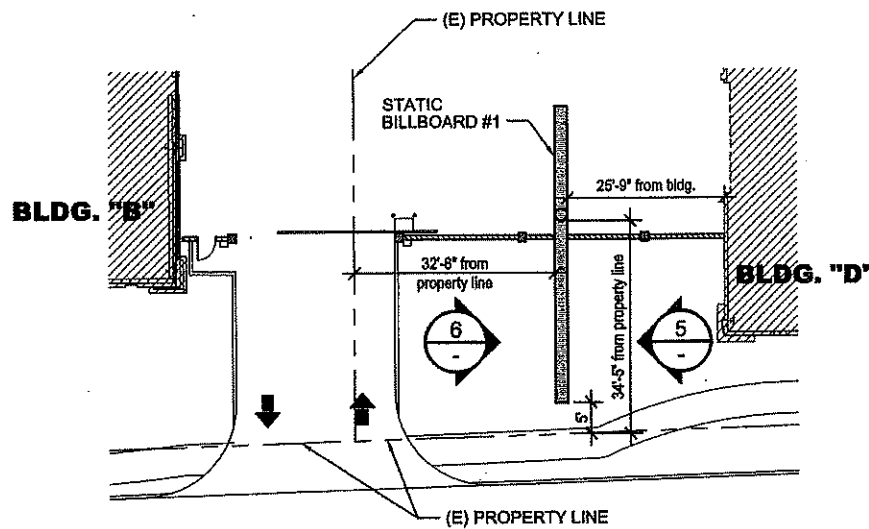
13700-13750 Firestone Boulevard (APN: 7005-014-081)

Aerial Close-Up

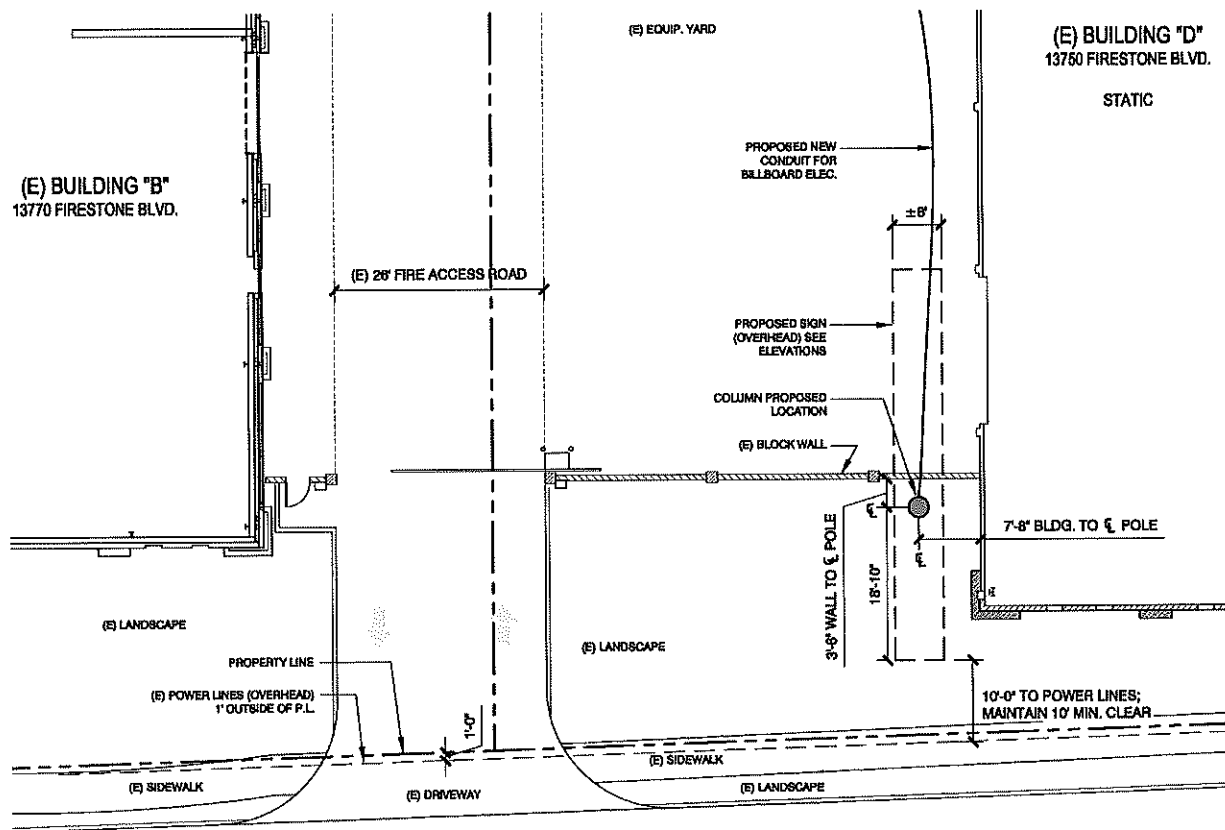




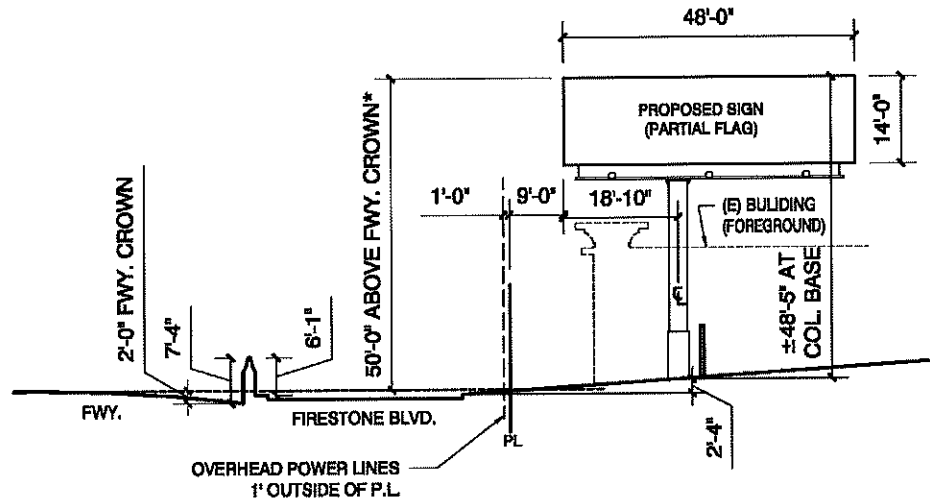
Enlarged Site Plan (Previously Approved Location)



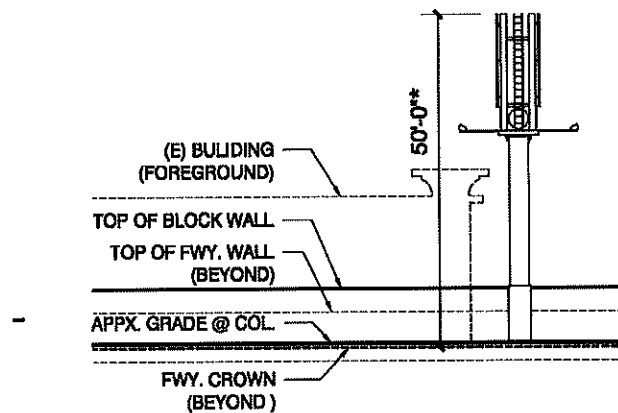
Enlarged Site Plan (Current Proposal)

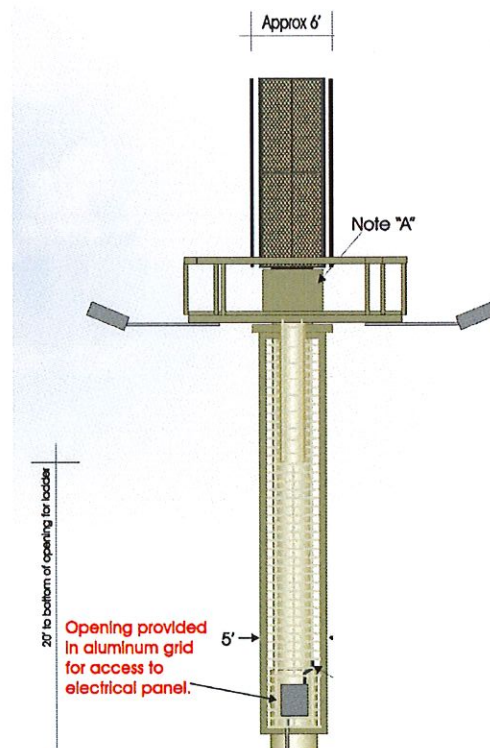
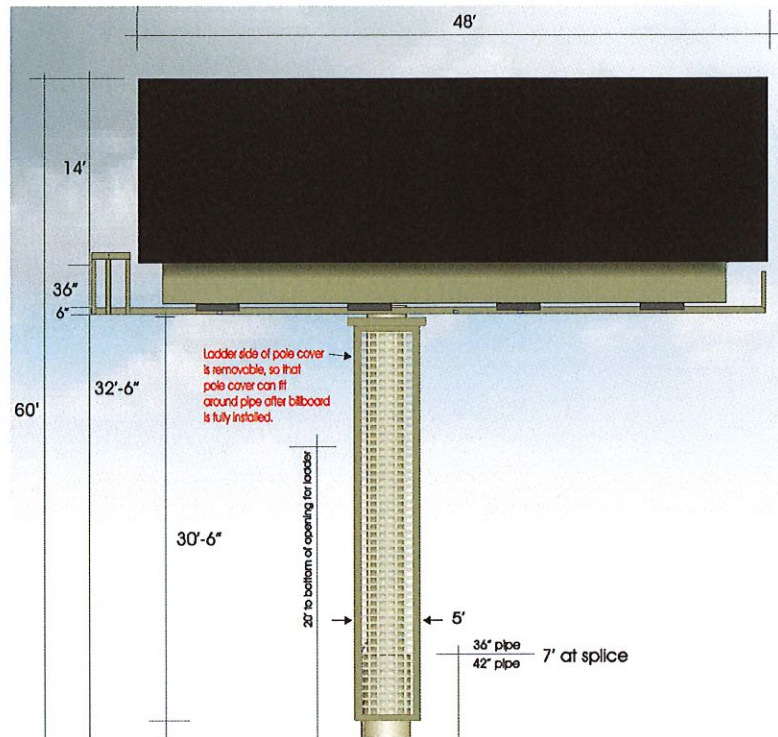


Proposed Elevations



*** NOTE: THE HEIGHT OF THE SIGN IS 50 FT TO START BUT IS DESIGNED FOR A FUTURE HEIGHT OF 60 FT.**



Colored Elevations

Approval Letter Dated August 15, 2013**FILE COPY**11710 Telegraph Road · CA 90670-3679 · (562) 868-0511 · Fax (562) 868-7112 · www.santafesprings.org*"A great place to live, work, and play"*

August 15, 2013

Le Fiell Manufacturing Company
13700 Firestone Boulevard
Santa Fe Springs, CA 90670

Attn.: Mr. George Ray

Re: CUP Nos. 743 and 744
13700 and 13750 Firestone Blvd., Santa Fe Springs, CA 90670

Dear Mr. Ray:

The Planning Commission, at their meeting on August 12, 2013, took action on your request to construct and maintain two billboard signs, (one static and one digital), each face/display area measuring 48' wide x 14' tall, with an overall height of 50 feet, on the 8.33-acre Le Fiell Manufacturing property located at 13700-13750 Firestone Boulevard, in the M-2-FOZ, Heavy Manufacturing-Freeway Overlay Zone.

The Planning Commission approved your requested entitlement, subject to the following conditions:

CONDITIONS OF APPROVAL:**ENGINEERING / PUBLIC WORKS DEPARTMENT:**
(Contact: Robert Garcia 562-868-0511 x7545)

1. That a grading plan shall be submitted showing elevations and drainage pattern of the site. The improvements shall not impede, obstruct or pond water onsite. The grading plan shall be submitted for drainage approval to the City Engineer. The owner shall pay drainage review fees in conjunction with this submittal.

Richard J. Moore, Mayor • Juanita Trujillo, Mayor Pro Tem
City Council
Louie González • Laurie M. Rios • William K. Rounds
City Manager
Thaddeus McCormack

Approval Letter Dated August 15, 2013 (Cont.)**POLICE SERVICES DEPARTMENT:****(Contact: Dino Torres 562.409-1850 x3329 or Phillip De Rouse at x3319)**

2. That the Applicant shall provide an emergency phone number and a contact person to the Department of Police Services and the Fire Department. The name, telephone number, fax number and e-mail address of that person shall be provided to the Director of Police Services and the Fire Chief no later than 60 days from the date of approval by the Planning Commission. Emergency information shall allow emergency service to reach the owner/developer or their representative any time, 24 hours a day.
3. That the support post of the billboards shall be treated with a graffiti-proof paint finish and the billboards shall be maintained in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches, as closely possible, the color of the existing and/or adjacent surfaces.
4. That the Applicant shall not plant trees, shrubs or other type of foliage, or install any structures or appendages that would allow individuals to scale the billboards.

WASTE MANAGEMENT:**(Contact: Teresa Cavallo 562.868.0511 x7309)**

5. That the Applicant shall comply with Section 50.51 of the Municipal Code which prohibits any business or residents from contracting any solid waste disposal company that does not hold a current permit from the City.
6. 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 the Recycling Coordinator, Teresa Cavallo at (562) 868-0511 x7309.

PLANNING AND DEVELOPMENT DEPARTMENT:**(Contact: Wayne Morrell 562.868-0511 x7362)**

7. That the billboards shall be in conformance with Ordinance No. 1036, an ordinance of the City of Santa Fe Springs relating to the standards for the installation of billboards on certain properties in the City.
8. That approval of Conditional Use Permits Nos. 743 and 744 shall not be construed to mean any waiver of applicable and appropriate zoning regulations, or any Federal, State, County, and City laws and regulations.
9. That all required permits regarding Highway Oriented Signs shall be obtained from the California Department of Transportation (Caltrans).

Approval Letter Dated August 15, 2013 (Cont.)

10. That Conditional Use Permits Nos. 743 and 744 shall not become effective, unless the City Council and property owner enter into a Development Agreement regarding the operation of the billboards.
11. That the maximum area of the billboards shall be seven hundred square feet per sign area (e.g., 14 feet x 48 feet).
12. That the maximum height of the billboards shall be fifty feet, measured from the finished grade at the base of the sign.
13. That there shall be no more than two billboards, either digital or static, but not both of the same type, on the subject property.
14. That the minimum distance between the two billboards shall be five hundred feet as measured from the vertical centerline of each billboard.
15. That the minimum distance from either of the two billboards from another billboard on the same side of the freeway shall be one thousand feet, as measured from the vertical centerline of each billboard.
16. That the minimum setback distance of the column support post of the two billboards shall be at least 25 feet from any property line and at least 25 feet from any building. Notwithstanding, no portion of the billboards shall project over the width of any street, highway, or other public right-of-way.
17. That the minimum size of any property on which a billboard can be located shall be five acres, unless a variance is granted to allow a billboard on a smaller property.
18. That none of the billboards shall have more than two (2) faces. (A face shall be considered the display surface upon which an advertising message is displayed). (No V-shape billboards shall be allowed).
 - a. The two faces of two-sided billboards shall be identical in size.
 - b. The two sign faces shall be attached directly and be parallel to each other.
 - c. The top, bottom, and sides of the two sign faces shall be in alignment, and no portion of either face shall project beyond the corresponding portion of the other face.
19. That none of the billboards shall have more than one (1) face (display surface) oriented in the same vertical plane.
20. That each billboard shall plainly display the name of the person or company owning or maintaining it and the identifying number of the billboard.

Approval Letter Dated August 15, 2013 (Cont.)

21. That all billboards, if projecting over a driveway or driving aisle, shall have a minimum clearance of sixteen feet (16') between the lowest point of the sign and the driveway grade.
22. That all billboards, if projecting over a pedestrian walkway shall have a minimum clearance of eight feet (8') between the lowest point of the sign and the walkway grade.
23. That all billboards shall have a minimum clearance of eight feet (8') between the lowest point of the sign and ground level so as not to provide an attractive nuisance for graffiti and vandalism.
24. That the back or rear portions of each billboard, when visible from a public right-of-way or other public or private property, shall be screened, encased, or otherwise suitably covered. The screening shall cover all structural members of the sign, not including the pole supports.
25. That prior to issuance of a building permit for the billboards, the Applicant shall provide the following:
 - a. The telephone number of a maintenance service to be available twenty-four (24) hours a day, to be contacted in the event that a billboard becomes dilapidated or damaged.
 - b. Proof of lease demonstrating a right to install the billboard on the subject property.
 - c. A list of locations of all billboards in the City owned or managed by the entity that will own or manage the subject billboard. This information also shall be provided on a map. The intent of this requirement is to facilitate analysis of the proposed billboard's compliance with the spacing and location requirements.
26. That the billboards shall be designed to have a single (steel) cylindrical column support post. Said support shall be designed to integrate the architectural features of the adjacent building.
27. That the billboard structures shall be free of any bracing, angle iron, guy wires, cables, microwave dishes, etc.
28. That the installation of the billboards shall not require the removal of trees or other on-site landscaping or the reduction of any required on-site parking spaces.
29. That the proposed billboards shall be constructed within a landscape planter area, where applicable.

Approval Letter Dated August 15, 2013 (Cont.)

30. That each billboard shall be constructed to withstand a wind pressure of 20 pounds per square feet of exposed surface.
31. That none of the billboards shall display any statement or words of an obscene, indecent, or immoral character.
32. That none of the billboards shall display any advertising of: Any drugs, including but not limited to marijuana; or tobacco products; or adult-type uses, including but not limited to nude or topless bars or nightclubs, or establishments that feature nude or topless dancing or mud wrestling, or businesses featuring the sales of adult novelty items, books, magazines, videos, DVDs, or tapes, or other content that contains any obscene or profane language.
33. That none of the billboards shall display flashing, shimmering, glittering, intermittent, or moving light or lights. Exceptions to this restriction include time, date, temperature, weather, and smog index units, provided the frequency of change does not exceed four (4) second intervals.
34. That none of the billboards shall include any illumination or message change that is in motion or that change or expose a message for less than four seconds. (Messages are to remain static for a minimum of 4 seconds prior to next message appearing (no blank in-between messages)); Continuous motion, including full motion video, shall not be permitted. Message transition shall be instantaneous or 1-2 seconds if fading.
35. That all utilities for the billboards shall be installed underground.
36. That each billboard shall be tied into the National Emergency Network and provide emergency information, including child abduction alerts (i.e., "Amber Alerts").
37. That the billboards shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the Highway Beautification Act of 1965 (23 U.S.C. 131), the California Outdoor Advertising Act (Cal. Bus. & Prof. Code, 5200 et seq.), and the California Vehicle Code, Section 21466.5.
38. That the digital billboard shall be provided with an ambient light sensor that automatically adjusts the brightness level of the electronic sign based on ambient light conditions, so that on overcast or poor weather days, the sign would automatically adjust to the ambient light level.
39. That lighting levels on the digital billboard shall not exceed 0.3 foot candles above ambient light from a distance of 250 feet, as measured according to standards of the Outdoor Advertising Association of America (OAAA).

Approval Letter Dated August 15, 2013 (Cont.)

40. That brightness shall not exceed 800 nits (candela per square meter) from sunset to sunrise. At all other times, brightness shall not exceed 7500 nits.
41. That the digital billboard shall be designed to either: freeze the display in one static position, display a full black screen, or turn off in the event of a malfunction.
42. That none of the billboards shall utilize technology that would allow interaction with drivers, vehicles, or any device located in vehicles, including, but not limited to a radio frequency identification device, geographic positions system, or other device.
43. That walls or screens at the base of the billboards shall not create a hazard to public safety or provide an attractive nuisance.
44. That none of the billboards shall emit audible sound, odor, or particulate matter.
45. That none of the billboards shall simulate or imitate any directional, warning, danger, or information sign, or any display likely to be mistaken for any permitted sign intended or likely to be construed as giving warning to traffic, by, for example, the use of the words "stop" or "slow down."
46. That none of the billboards shall involve any red or blinking or intermittent light likely to be mistaken for warning or danger signals nor shall its illumination impair the vision of travelers on the adjacent freeway and/or roadways. Illuminations shall be considered vision impairing when its brilliance exceeds the values set forth in Section 21466.5 of the Vehicle Code.
47. That within one week after the sign is activated, a qualified lighting consultant/electrical engineer shall measure the sign intensity at the sign face and ensure compliance with Section 21466.5 of the Vehicle Code. Written verification of compliance shall be provided to the Planning Department within one week following sign activation. All cost shall be the responsibility of the Applicant.
48. That the Applicant shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 909, if applicable.
49. That the Applicant shall be responsible for reviewing and/or providing copies of the required conditions of approval to his/her architect, engineer, contractor, etc. Additionally, the conditions of approval contained herein, shall be made part of the construction drawings. ***Construction drawings shall not be accepted for Plan Check without the conditions of approval incorporated into the construction drawings.***

Approval Letter Dated August 15, 2013 (Cont.)

50. That the Applicant shall require and verify that all contractors and sub-contractors have successfully obtained a Business License with the City of Santa Fe Springs prior to beginning any work associated with the subject project. A late fee and penalty will be assessed to any contractor or sub-contractor that fails to obtain a Business License and a Building Permit final or Certificate of Occupancy will not be issued until all fees and penalties are paid in full. Please contact Cecilia Pasos, Business License Clerk, at (562) 868-0511, extension 7527 for additional information. A business license application can also be downloaded at www.santafesprings.org.
51. That all plans, such as, but not limited to, the site plan, elevations, landscape, and civil drawings, submitted to the Building Department for permits shall be coordinated for consistency by the Applicant prior to the issuance of any permits. Any change or modification to one particular plan shall require the corresponding revisions on all other applicable plans. The Applicant shall be responsible for correcting any inconsistencies that may occur through error or omission during plan preparation or construction.
52. That the billboards shall be installed substantially in accordance with the site plan and elevations submitted by the Applicant and on file with the case; however, the Director of Planning is authorized to make minor modifications to the approved preliminary plans or any of the conditions if such modifications shall achieve substantially the same results as would strict compliance with said plans and conditions.
53. That Conditional Use Permit Case Nos. 743 and 744 shall be subject to a compliance review in ten (10) years, until August 12, 2023.
54. That in the event Conditional Use Permit Case Nos. 743 and 744 are not utilized within a period of 12 consecutive months following the issuance of this approval, this approval shall become null and void pursuant to Sections 155.745 of the City Zoning Regulations, unless an extension is granted per City code and ordinances.
55. That the final site plan and elevations for the proposed billboards and all other appurtenant improvements, shall be subject to the final approval of the Director of Planning or his designee.
56. That all other requirements of the City's Zoning Ordinance, Building Code, Property Maintenance Ordinance, State and City Fire Code and all other applicable County, State and Federal regulations and codes shall be complied with.
57. That Le Fiell Manufacturing Company 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

Approval Letter Dated August 15, 2013 (Cont.)

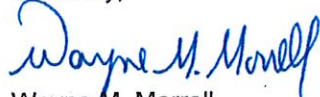
boards arising from or in any way related to the subject Conditional Use Permit Case Nos. 743 and 744, or any actions or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the owner/developer of such claim, action or proceeding, and shall cooperate fully in the defense thereof.

58. It is hereby declared to be the intent that if any material provision of this Approval is adjudicated to have been violated or held to be invalid, this Approval shall be void and the privileges granted hereunder shall lapse.

The Zoning Ordinance sets forth an appeal period of fourteen (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, please call me, at (562) 868-0511 x7362, or E-Mail waynemorrell@santafesprings.org.

Sincerely,



Wayne M. Morrell
Director of Planning

cc: City Council (Electronically)
Thaddeus McCormack, City Manager (Electronically)
Dino Torres, Director of Police Services (Electronically)
Phillip De Rouse, Management Assistant I (Electronically)
Noe Negrete, Director of Public Works (Electronically)
Robert Garcia, Associate Civil Engineer (Electronically)
Michael Crook, Fire Chief (Electronically)
Tom Hall, Deputy Director of Environment Services (Electronically)
Brian Reparuk, Deputy Fire Marshall
Wayne Morrell, Director of Planner (Electronically)
Teresa Cavallo, Planning Program Assistant (Electronically)
Tom Milton, Building Inspector (Electronically)
Roy Furuto, Furuto Rubio & Associates, Inc.
File Copy

Modification Permit Application

City of Santa Fe Springs
Application for
MODIFICATION PERMIT (MOD)

The Undersigned hereby petitions for a Modification of one or more property development requirements of the Zoning Ordinance.

Location of property (ies) involved (Provide street address or if no address, give distance from nearest street intersection): 13700 Firestone, Santa Fe Springs

Legal description of property: See Attached

Record Owner of Property:

Name: LeFlell Manufacturing Company Phone No: (562) 921-3411 (800) 451-5971

Mailing Address: 13750 Firestone Blvd, Santa Fe Springs, CA 90670

Fax No: (800) 373-3361 E-mail: george@gtrdevelopment.net

The application is being filed by:

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

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

Describe the modification requested: The sign at this location will be a Static Billboard. The City current regulations require the distance from a building to the column to be 25'. The applicant is requesting a modification in the distance from the building to the centerline of the column will be 7' 8".

NOTE

This application must be accompanied by the filing fee, detailed plot plan, and other data specified in the form entitled "Information on Modification of Property Development Standards"

Modification Permit Application (Cont.)

MOD Application
Page 2 of 3

JUSTIFICATION STATEMENT

BEFORE A MODIFICATION CAN BE GRANTED, THE PLANNING COMMISSION MUST BE SATISFIED THAT ALL OF THE FOLLOWING CONDITIONS APPLY. YOUR ANSWERS SHOULD JUSTIFY YOUR REQUEST FOR A MODIFICATION

JUSTIFICATIONS TO NO. 1 & 2 ARE REQUIRED FOR RESIDENTIALLY ZONED PROPERTIES:

1. Explain how the modification request, if granted, will allow you to utilize your house in a more beneficial manner.
N/A
2. Explain how the modification request, if granted, will not be detrimental to the property of others in the area.
N/A

JUSTIFICATIONS TO NOS. 3-6 ARE REQUIRED FOR PROPERTIES OTHER THAN RESIDENTIAL:

3. Explain why the subject property cannot be used in a reasonable manner under the existing regulations. At the time of the original approval the LeFiell sign was 25' from the current building (See attached "Old Plot Plan"). Thereafter the City approved Newport Diversified for a new digital sign to the south of the LeFiell sign location and a variance was granted reducing the 1000' foot spacing between billboards to 500'. Although Newport Diversified provided the City with a plot plan that showed that their billboard and the LeFiell billboard were 500' apart, our calculations showed the two billboards were only 482'8" apart from each other. Therefore, the LeFiell billboard had to be moved north a few feet from its original location (25' from the building) to the present location (7'-8" from the building) in order to meet the City's and Cal Trans 500' spacing regulations between these two signs. Moving to the new location made the sign approximately 7' 8" from the south side of the building (the requirement is 25' from a building)(see the attached "New Plot Plan"). The sign cannot fit on the east side of the building because there is not enough room to meet the required setbacks from SCE's electrical lines. The sign cannot fit on the north side of the building since it would be close to the taller main building and the city did not want to approve a 75' tall sign.
4. Explain the unusual or unique circumstances involved with the subject property which would cause hardship if compliance with the existing regulations is required. The City has already approved the original location that was 25' from the building, but in order to accommodate the Newport Diversified's sign, this sign was moved to approximately 7' 8" from the building. If the modification is not granted, the property owner will not be able to meet the City 25' spacing that must exist between the sign and the building and therefore LeFiell will lose their entitlement. Although LeFiell obtained their entitlements prior to Newport Diversified getting their sign approved, due to Newport Diversified's error in the measurement between the two signs, LeFiell volunteered to move their sign since they had more room to move their sign. It would be an extreme hardship for LeFiell to be punished by the City denying their requested spacing modification after LeFiell offered to help the City and Newport Diversified by moving the LeFiell sign location.

Modification Permit Application (Cont.)

5. Explain how the approval of the requested modification would not grant special privileges which are not enjoyed by other property owners in the area. The surrounding property owners with billboards have all been able to meet the 25' spacing requirements that must exist between the sign and a building. Therefore, this spacing modification is not granting this property owner a special privilege to build a sign since the other property owners already have built their own signs. The City granted Newport Diversified a variance to the spacing requirements between signs on different properties. This property owner originally met the spacing regulations between a building and sign and for reasons outside their control, has now been limited to building in this new specific location. Most cities do not have side setbacks from buildings and therefore LeFiell is not being granted any special privileges over other businesses in the City or outside the City.
6. Describe how the requested modification would not be detrimental to other persons or properties in the area, nor to the public welfare in general. The requested modification is small and the column is located in the middle of the property and has no effect on the adjacent properties and the pole cover is designed to match other sign covers in the surrounding area.

Modification Permit Application (Cont.)MOD Application
Page 3 of 3**PROPERTY OWNERS STATEMENT**

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

Name LeFlell Manufacturing Company/ George Ray
 Mailing Address: 13700 Firestone Blvd, Santa Fe CA 90670
 Phone No: (562) 921-3411, 800) 451-5971
 Fax No: (800) 373-3361 E-mail: george@gtrdevelopment.net
 Signature: _____

Name _____ (please _____ print): _____
 Mailing Address: _____
 Phone No: _____
 Fax No: _____ E-mail: _____
 Signature: _____

CERTIFICATION

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES)ss.

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

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

(seal)

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

WITNESS my hand and official seal

Notary Public**FOR DEPARTMENT USE ONLY**

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

Authorization to Represent – Property Owner



Re
JUL 03 2017
Planning Department

13700 FIRESTONE BOULEVARD
SANTA FE SPRINGS, CALIFORNIA 90670
(562) 921-3411
FAX (562) 921-5480

<http://www.lefiell.com>

January 9, 2017

To Whom It May Concern,

I, George Ray, name Victor Gomez, Andrew Goodman and Mark Kudler as agents for LeFiell to sign and apply for all permits and permit related applications in relation to the static and digital off-premise signs being built on the property.

Sincerely

George Ray
LeFiell

PRECISION TUBULAR PARTS & ASSEMBLIES

Authorization to Represent – Property Owner (Cont.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los AngelesOn January 10, 2017 before me, Shirley C. Vega NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared George Ray

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Shirley C. Vega
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Authorization to RepresentDocument Date: Jan 9, 2017Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: George Ray☒ Corporate Officer — Title(s): CH. OF THE BOARD☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

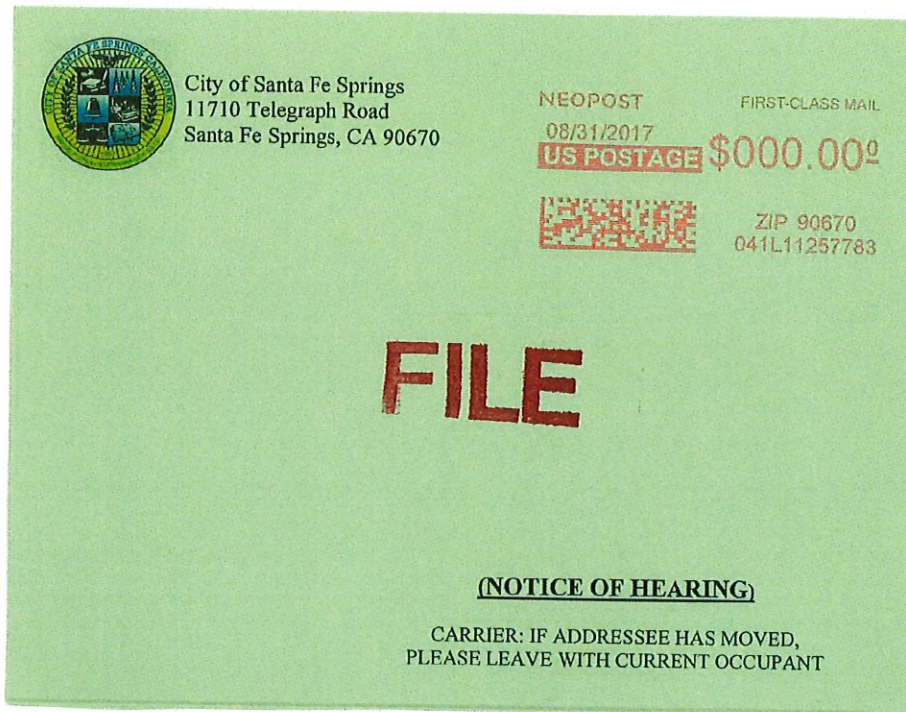
Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Notice to Surrounding Property Owners



CITY OF SANTA FE SPRINGS NOTICE TO ADJACENT PROPERTY OWNERS

NOTICE IS HEREBY GIVEN that the Santa Fe Springs Planning Commission will take action on the matter below at a regular meeting on Monday, September 11, 2017 at 6:00 p.m., in the Council Chambers of City Hall located at 11710 Telegraph Road, on the following matter:

MODIFICATION PERMIT CASE # 1282

A request for a Modification of Property Development Standards to allow a reduction to the required side yard setback related to the subject static billboard from 25'-0" to 7'-8" on property located at 13700 Firestone Boulevard, in the M-2 FOZ, Heavy Manufacturing – Freeway Overlay, Zone.

Upon review of the proposed project, Staff finds the proposed changes to the both static and digital billboards are within the scope of the Initial Study/Mitigated Negative Declaration (IS/MND) which was previously prepared and approved for the subject billboards. Although the location and height of the billboards will change, the face/display area and how the billboards will be utilized will remain unchanged. Staff finds that additional environmental analysis is therefore not necessary to meet the requirements of the CEQA.

Interested persons are invited to attend the above Hearing. If you challenge the above mentioned item and related actions in court, you may be limited to raising only those issues you or someone else raised at the Hearing described in this notice, or in written correspondence delivered to the City of Santa Fe Springs Department of Planning and Development at, or prior to the Hearing. Any person interested in this matter may contact Cuong Nguyen at 562-868-0511, Ext. 7359 or cuongnguyen@santafesprings.org

AMENDMENT TO DEVELOPMENT AGREEMENT NO. 02-2016

This Amendment to Development Agreement No. 02-2016 (hereinafter "Agreement") is entered into this _____ day of _____, 2017 (hereinafter the "Effective Date"), by and between the City of Santa Fe Springs (hereinafter "City"), and Le Fiell Manufacturing Company, a Sub Chapter "S" Corporation (hereinafter "Developer").

RECITALS

A. In or about June 2016, the City and Developer entered into a development agreement in accordance with California Government Code Sections 65864 *et seq.* ("Development Agreement Law") that provided terms and conditions related to the construction of the double-sided 14 x 48 foot digital display ("Digital Billboard") oriented toward the 5 Freeway and double-sided 14 x 48 foot static display ("Static Billboard") oriented toward the 5 Freeway located adjacent to and on the southern side of the South bound lanes of the 5 Freeway, at the Southwest corner of Firestone Boulevard and Marquardt Avenue in the City of Santa Fe Springs.

B. Approval of Modification Permit Nos. 1280 and 1281, which modify the setbacks and height limits of the Digital Billboard require an amendment to the Development Agreement for consistency.

C. Modification Permit No. 1282 which modifies the building setback for the Static Billboard requires an amendment to the Development Agreement for consistency.

D. On September 11, 2017 at a duly noticed public hearing, the Planning Commission recommended to the City Council approval of this Amendment to the Development Agreement.

E. On September 28, 2017, the City Council of the City, at a duly noticed hearing to consider the approval of this Agreement, considered the proposal, heard testimony, and introduced Ordinance No. 1091, which Ordinance approves the Amendment to Development Agreement 02-2016.

NOW THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Development Agreement No. 2016-02 is hereby amended to reflect the change in height and setback of the Static Billboard, and only to the extent, said change is consistent with Modification Permit Nos. 1280, 1281, and 1282.

II. The City and Developer mutually understand and agree that in all other respects, Development Agreement No. 02-2016 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

CITY:

CITY OF SANTA FE SPRINGS
a California municipal corporation

By: _____
Mayor

DEVELOPER:

Le Fiell Manufacturing Company
a Sub Chapter "S" Corporation

By: _____
George A. Ray, Chairman of the Board

[end of signatures]

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On _____, 2017, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

[SEAL]

[illegible]

On _____, 2017, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

[SEAL]



ORDINANCE FOR PASSAGE

Ordinance No. 1089: An Ordinance of the City Council of the City of Santa Fe Springs, California, Amending Santa Fe Springs Municipal Code, Chapter 15 (Land Use), Title 155 (Zoning), Section 155.003 (Definitions), Section 155.481 (Require Parking), and Section 155.637 (Mini-warehouses) of the City Zoning Regulations.

RECOMMENDATIONS:

That the City Council waive further reading and adopt Ordinance No. 1089, an Ordinance of the City Council of the City of Santa Fe Springs, California, Amending Santa Fe Springs Municipal Code, Chapter 15 (Land Use), Title 155 (Zoning), Section 155.003 (Definitions), Section 155.481 (Require Parking), and Section 155.637 (Mini-warehouses) of the City Zoning Regulations.

BACKGROUND/DESCRIPTION

Ordinance No. 1089 was introduced and passed its first reading at the September 12, 2017, City Council meeting. Below is the substance of the agenda report for the proposed ordinance as it appeared at that meeting.

The proposed Zoning Text Amendment was submitted by applicant Simply Self Storage. Simply Self Storage is one of the largest privately owned self-storage management company in the United States. As part of the proposed Zoning Text Amendment the applicant, Simply Self Storage, is seeking to amend the City's Zoning Regulations to allow for mini-warehouses to be (1) located on property adjoining a major or secondary highway, or a street adjoining a freeway; (2) within parcel larger than two acres; and (3) within 1,000 feet of a residential zone, commercial zone, school or park.

Prior to 1974, "mini-warehouses" was not defined in the City's Zoning Regulations. On July, 1974 the City Council adopted an interim ordinance, Ordinance No. 461, which temporarily prohibited the construction of mini-warehouse facilities; and directed staff to initiate an amendment to the Zoning Regulation which would require Conditional Use Permit approval prior to construction of a mini-warehouse within the M-1 and M-2 zone, and that site development standards be developed for these facilities.

On October, 1974 the City Council adopted Ordinance No. 468 which amended the text of the Zoning Regulations regarding mini-warehouse facilities. Adopted changes include the following: (1) new definition of mini-warehouse to distinguish the difference between regular warehouse and mini-warehouse use; (2) require Conditional Use Permit approval prior to establishment of a mini-warehouse within M-1 and M-2 zone; and (3) special provisions, § 155.637 (B), that restrict the size, location, and function of a mini-warehouse.

§ 155.637 MINI-WAREHOUSES.

(B) In addition to any other conditions which may be imposed on the granting of such conditional use permit, the following conditions shall apply:

- (1) Mini-warehouses shall not occupy frontage on a freeway, major or secondary highway.
- (2) Mini-warehouses shall not be located within 1,000 feet of a residential zone, commercial zone, school or park.
- (3) Mini-warehouses shall not exceed two acres in size.
- (4) The exterior walls of all mini-warehouses shall be constructed of masonry or concrete.
- (5) Setbacks and landscaping greater than that required by other provisions of this chapter may be required if deemed necessary by the Planning Commission to make such facilities compatible with existing or prospective developments in the area.
- (6) No part of the facility shall be converted to other usage unless and until proper approval has been given by the Planning Commission and by the City Council.
- (7) There shall be no outdoor storage unless it is completely screened from view from adjoining streets or adjoining properties.
- (8) Plans shall meet the requirements of the Fire Department as to adequate fire protection.
- (9) There shall be no uses or storage of materials not permitted by the type of structure or classification of occupancy as specified in the Building Code and Fire Code.
- (10) The required access aisles shall not be used for storage purposes.
- (11) No areas designated for off-street parking shall be used for storage of vehicles or other material unless an agreement acceptable to the city has first been filed with the city. The city may require that such agreement be recorded in the office of the County Recorder.

PROPOSED ZONING TEXT AMENDMENT

The proposed text changes are shown underlined and the existing text that is being replaced is shown as a ~~strike through~~.

§ 155.003 DEFINITIONS.

MINI-WAREHOUSES. ~~Warehouse buildings~~ Buildings which are divided into small individual storage ~~spaces~~ units, including buildings which house portable storage units, which are individually leased, rented, sold or otherwise contracted to persons or companies for storage purposes. For the purpose of this Section, "mini-warehouses" shall be considered synonymous with "self-storage facility", "self-storage warehouse" or "mini-storage."

PORTABLE STORAGE UNIT. An individual storage units that is individually rented and delivered to persons or companies for storage purposes and later picked up from persons or companies and stored off-site.

§ 155.481 REQUIRED PARKING.

(E) Other uses.

(10) Mini-warehouse. One space for every 10,000 square feet of storage area; plus one covered spaces for on-site caretaker's unit. Additionally, incidental office area exceeding 10% of the gross building area shall require one parking space for each 300 square feet of floor area and one parking space shall be provided for each vehicle used in connection with the use.

~~(10)~~ (11) Nursing home. One parking space for each three patient beds.

~~(11)~~ (12) Public utility facilities including electrical substations, telephone exchanges, maintenance and storage facilities. One parking space for each 500 square feet of office space or work area within a structure or one parking space for each two employees on the largest shift, whichever is greater. Also, one parking space for each vehicle used in connection with the use. No requirements for facilities which are normally unattended by employees except for occasional maintenance.

~~(12)~~ (13) Schools, elementary and junior high schools having an accredited general curriculum. One and one-half parking spaces for each classroom and lecture hall.

~~(13)~~ (14) Schools, high schools having an accredited general curriculum. One and one-half parking spaces for each classroom and lecture hall and one parking space for each 10 students the school is designed to accommodate. Additional parking spaces for stadiums shall be provided based on one parking space for each 10 fixed seats.

§ 155.637 MINI-WAREHOUSES.

(A) Mini-warehouses shall be permitted in the M-1 and M-2 Zones only after a valid conditional use permit and development plan approval have ~~has first~~ been ~~issued~~ granted. Notwithstanding, no conditional use permit shall be granted for any mini-warehouse facility along the Telegraph Road Corridor.

(B) Individual storage units shall only be used for the pick-up and deposit of goods and/or property within the storage unit. Storage units shall not be used for any other activities, including, but not limited to:

- (1) Residences, with the exception of the manager's residential unit;
- (2) Offices, workshops, studios, hobby or rehearsal areas;
- (3) Manufacturing, fabrication, or processing of goods, service or repair of vehicles, engines, appliances or other electrical equipment, or any other industrial activity;
- (4) Conducting retail sales of any kind including garage or estate sales or auctions or to conduct any other commercial activity;
- (5) Storage of flammable, perishable or hazardous materials or the keeping of animals.
- (6) Truck or vehicle rental without obtaining all necessary approvals.

~~(B)~~ (C) In addition to any other conditions which may be imposed on the granting of such conditional use permit and development plan approval, the following conditions shall apply:

~~(1) Mini-warehouses shall not occupy frontage on a freeway, major or secondary highway.~~

~~(2) Mini-warehouses shall not be located within 1,000 feet of a residential zone, commercial zone, school or park.~~

~~(3)~~ (1) Mini-warehouses shall not be located on parcels ~~exceed~~ two ~~exceeding 3~~ acres in size.

~~(4)~~ (2) The exterior walls of all mini-warehouses shall be constructed of masonry or concrete. Other materials may be acceptable for exterior walls if the Planning Commission determines that visual compatibility with the surrounding development can be achieved with the use of such materials. The use of prefabricated structures is prohibited.

~~(5)~~ (3) Setbacks and landscaping greater than ~~that~~ those required by other provisions of this chapter may be required if deemed necessary by the Planning Commission to make such facilities compatible with existing or prospective developments in the area.

~~(6)~~ (4) No part of the facility shall be converted to another use ~~usage~~ unless and until proper approval has been ~~given~~ granted by the Planning Commission and by the City Council.

~~(7)~~ (5) ~~There shall be no outdoor storage unless it is completely screened from view from adjoining streets or adjoining properties.~~ Outdoor storage is prohibited.

~~(8)~~ (6) ~~Plans~~ The development shall meet the requirements of the Fire Department as to adequate fire protection.

~~(9)~~ (7) There shall be no uses or storage of materials not permitted by the type of structure or classification of occupancy as specified in the Building Code and Fire Code.

~~(10)~~ (8) ~~The required access~~ Access aisles shall not be used for storage purposes.

~~(11)~~ (9) ~~No areas~~ Area designated for off-street parking shall not be used for storage of vehicles or other materials ~~unless an agreement acceptable to the city has first been filed approved by the city. The city may require that such agreement be recorded in the office of the County Recorder.~~

(10) Chain-link (or similar), barbed or razor wire fences are prohibited.

(11) A maximum of one manager's residential unit may be provide, but is not required.

(12) Access doors to individual storage units shall be located within a building or shall be screened from adjacent property and public rights-of-way.

(13) Mini-warehouse buildings shall incorporate architectural and design features common to contemporary industrial development. Examples of such architectural and design features include: massing; proportion; façade modulation; exterior building materials and detailing; varied roof-line; varied recessed and projection; pedestrian scale; fenestration; etc.

(D) Notwithstanding the foregoing, any mini warehouse facility which existed in compliance with the existing code as of the effective date of Ordinance 1089 shall be deemed legally nonconforming and subject to the requirements set forth in Sections 155.385 through 155.398.

SUMMARY

The City's current mini-warehouses regulations were written to meet the goals in 1974 by creating a list of strong and clear requirements geared towards mini-warehouse facilities at that time. Since then, changes in the housing development have led to a different market for mini-warehouses. In addition modern mini-warehouse architecture is very different from the earlier style of mini-warehouses. Modern mini-warehouses consist of multi-story building with an attractive entrance, contemporary appearance, and architectural features that resembling a multi-story office building. The proposed Zoning Text Amendment will provide an update to the City's current mini-warehouses regulations to better meet the current market.

COMPLIANCE WITH CITY'S GENERAL PLAN

The General Plan is a comprehensive planning document that addresses the many aspects of community life in the City of Santa Fe Springs. The General Plan document consisting of text, maps and exhibits that describe goals, objectives and policies for future development. The proposed Zoning Text Amendment is in compliance with the following goals and policies:

General Land Use Goal 3: Emphasize managed and reasonable growth through City policies and market forces that result in a pattern of land uses which will tend to maintain or reduce travel times and distance required for daily activities.

The City's current Zoning Regulations allows mini-warehouse facilities to be located within the M-1 and M-2 zone with a valid Conditional Use Permit. In addition, the mini-warehouse facilities cannot be located within 1,000 feet of residential zone, commercial zone, school or park, or parcel larger than two (2) acres. The proposed Zoning Text Amendment will allows mini-warehouses facilities to be located within 1,000 feet from residential zone. Due to changes to the housing market many residents are utilizing mini-warehouse facilities to store their belonging. The proposed amendment will reduce the travel times and distance between the resident and mini-warehouse facilities.

Industrial and Commercial Development Goals 9: Provide for growth and diversification of industry and industrial related activities within The Santa Fe Springs industrial Area

Policy 9.3: Assist, to the greatest extent possible, the transition of existing buildings to contemporary building standard.

Industrial and Commercial Development Goals 10: Protect all land suitable for industrial use from encroachment by nonindustrial use.

The proposed Zoning Text Amendment will continue to only allow mini-storage facilities to be located within the M-1 and M-2 zone with a valid Conditional Use Permit. The proposed amendment will also require all new mini-warehouses facilities to obtain a Development Plan Approval to ensure the applicant is providing a high quality contemporary development.

PLANNING COMMISSION CONSIDERATION

At its meeting of August 14, 2017, the City Planning Commission conducted a Public Hearing on Zoning Text Amendment amending Santa Fe Springs Municipal Code, Chapter 15 (Land Use), Title 155 (Zoning), Section 155.003 (Definitions), Section 155.481 (Require Parking), and Section 155.637 (Mini-warehouses) of the City Zoning Regulations. No person appeared at the Public Hearing to offer an opinion on the proposed amendment. After considering the facts contained in the staff report and a brief presentation provided by staff, the Planning Commission approved a motion to recommend that the City Council approve Zoning Text Amendment – Mini-warehouses (Ordinance No. 1089), along with Resolution No. 63-2017.

LEGAL NOTICE OF PUBLIC HEARING

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

Legal notice of the Public Hearing was posted in Santa Fe Springs City Hall, the City Library and Town Center on August 4, 2017, and published in a newspaper of general circulation (Whittier Daily News) on August 4, 2017, as required by the State Zoning and Development Laws and by the City's Zoning Regulations. The Notice was also placed on the City's website.

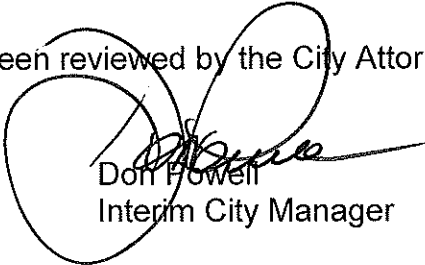
ENVIRONMENTAL DOCUMENT

The proposed Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Article 5, Preliminary Review of Projects and Conduct of Initial Study, Section 15061(b)(3) (the activity can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because

the adoption of this ordinance will have no physical changes to the environment.

CITY ATTORNEY REVIEW

The proposed Ordinance No.1089 has been reviewed by the City Attorney.



Don Powell
Interim City Manager

Attachments:

Proposed Ordinance No.1089

ORDINANCE NO. 1089

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SANTA FE SPRINGS MUNICIPAL CODE, TITLE 15 (LAND USE), CHAPTER 155 (ZONING), SECTION 155.003 (DEFINITIONS), SECTION 155.481 (REQUIRED PARKING), and SECTION 155.637 (MINI-WAREHOUSES), REGARDING REQUIREMENTS AND DEVELOPMENT STANDARDS FOR MINI-WAREHOUSES.

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

SECTION 1. Section 155.003 (Definitions) of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended by adding the following definitions; with all other definitions in that section to remain unchanged:

§ 155.003 DEFINITIONS

MINI-WAREHOUSES. Buildings which are divided into small individual storage units, including buildings which house portable storage units, which are individually leased, rented, sold or otherwise contracted to persons or companies for storage purposes. For the purpose of this Section, "mini-warehouses" shall be considered synonymous with "self-storage facility", "self-storage warehouse" or "mini-storage".

PORTABLE STORAGE UNIT. An individual storage unit that is individually rented and delivered to persons or companies for storage purposes and later picked up from persons or companies and stored off-site.

SECTION 2. Section 155.481 REQUIRED PARKING is hereby amended to subsection (E) so that subsection (E) reads as follows:

§ 155.481 REQUIRED PARKING.

(E) Other uses.

(10) Mini-warehouse. One space for every 10,000 square feet of storage area; plus one covered spaces for on-site caretaker's unit. Additionally, incidental office area exceeding 10% of the gross building area shall require one parking space for each 300 square feet of floor area and one parking space shall be provided for each vehicle used in connection with the use.

SECTION 3. Section 155.637 (MINI-WAREHOUSES) is hereby revised in its entirety to reads as follows:

§ 155.637 MINI-WAREHOUSES.

(A) Mini-warehouses shall be permitted in the M-1 and M-2 Zones only after a valid

conditional use permit and development plan approval have been granted. Notwithstanding, no conditional use permit shall be granted for a mini-warehouse facility along the Telegraph Road Corridor.

(B) Individual storage units shall only be used for the pick-up and deposit of goods and/or property within the storage unit. Storage units shall not be used for any other activities, including, but not limited to:

- (1) Residences, with the exception of the manager's residential unit;
- (2) Offices, workshops, studios, hobby or rehearsal areas;
- (3) Manufacturing, fabrication, or processing of goods, service or repair of vehicles, engines, appliances or other electrical equipment, or any other industrial activity;
- (4) Conducting retail sales of any kind including garage or estate sales or auctions or to conduct any other commercial activity;
- (5) Storage of flammable, perishable or hazardous materials or the keeping of animals.
- (6) Truck or vehicle rental without obtaining all necessary approvals.

(C) In addition to any other conditions which may be imposed on the granting of such conditional use permit and development plan approval, the following conditions shall apply:

- (1) Mini-warehouses shall not be located on parcels exceeding 3 acres in size.
- (2) The exterior walls of all mini-warehouses shall be constructed of masonry or concrete. Other materials may be acceptable for exterior walls if the Planning Commission determines that visual compatibility with the surrounding development can be achieved with the use of such materials. The use of prefabricated structures is prohibited.
- (3) Setbacks and landscaping greater than those required by other provisions of this chapter may be required if deemed necessary by the Planning Commission to make such facilities compatible with existing or prospective developments in the area.
- (4) No part of the facility shall be converted to another use unless and until proper approval has been granted by the Planning Commission and by the City Council.
- (5) Outdoor storage is prohibited.
- (6) The development shall meet the requirements of the Fire Department as to adequate fire protection.
- (7) There shall be no uses or storage of materials not permitted by the type of

structure or classification of occupancy as specified in the Building Code and Fire Code.

(8) Access aisles shall not be used for storage purposes.

(9) Area designated for off-street parking shall not be used for storage of vehicles or other materials.

(10) Chain-link (or similar), barbed or razor wire fences are prohibited.

(11) A maximum of one manager's residential unit may be provided, but is not required.

(12) Access doors to individual storage units shall be located within a building or shall be screened from adjacent property and public rights-of-way.

(13) Mini-warehouse buildings shall incorporate architectural and design features common to contemporary industrial development. Examples of such architectural and design features include: massing; proportion; façade modulation; exterior building materials and detailing; varied roof-line; varied recessed and projection; pedestrian scale; fenestration; etc.

(D) Notwithstanding the foregoing, any mini warehouse facility which existed in compliance with the existing code as of the effective date of Ordinance 1089 shall be deemed legally nonconforming and subject to the requirements set forth in Sections 155.385 through 155.398.

SECTION 4. The Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3) (the activity can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because the adoption of this ordinance will have no physical changes to the environment.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. Except as amended above, all other provisions of the Zoning Regulations in the City Code shall remain in full force and effect.

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this Ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as

established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this _____ day of _____, 2017, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William K. Rounds
MAYOR

ATTEST:

Janet Martinez
CITY CLERK



ORDINANCE FOR PASSAGE

Zoning Text Amendment – Wireless Telecommunications Facilities

Ordinance No. 1090: An ordinance of the City Council of the City of Santa Fe Springs, California, amending Santa Fe Springs Municipal Code Title 15 (Land Usage), Section 155 (Zoning), Sections 155.377 (Permitted, Accessory and Conditional Uses Freeway Overlay Zone) and 155.381 (Design Standards Freeway Overlay Zone), and adding Chapter 157 to Santa Fe Springs Municipal Code Title 15 (Land Usage) to establish a comprehensive set of regulations and standards for the permitting, placement, design, installation, operation and maintenance of wireless telecommunications facilities in all areas of the city.

RECOMMENDATION: That the City Council:

- Waive further reading and adopt Ordinance No. 1090.

BACKGROUND

Ordinance No. 1090 was introduced and passed its first reading at the September 12, 2017 City Council meeting. Below is the substance of the agenda report for the proposed ordinance as it appeared at that meeting.

The tremendous growth in personal wireless services has increased demand for new infrastructure. The public's increasing consumption of data is pushing wireless carriers to invest billions of dollars to purchase spectrum bandwidth and build new wireless telecommunications facilities and fiber optic networks. Carriers will continue to construct new wireless telecommunications facilities in Santa Fe Springs in order to accommodate the rapidly growing need for increased capacity and speed.

The majority of the planned expansion of wireless infrastructure will be constructed in the public rights-of-way since new locations for installations on private property are limited and more difficult to negotiate and permit. The California Public Utilities Commission has determined that wireless carriers are public utilities, therefore they have the same rights to use the public rights-of-way as any other utility provider. The public rights-of-way also have existing infrastructure in the forms of utility poles, traffic signals and street lights that may support wireless infrastructure. The City's current lack of a comprehensive wireless telecommunications ordinance leaves the city unprepared for the large scale expansion of wireless infrastructure on the horizon. Due to changes in technology and the law, the City's Municipal Code needs to be amended to include a chapter that will reasonably regulate the permitting, placement, design, installation, operation and maintenance of wireless telecommunications facilities in Santa Fe Springs.

Wireless telecommunications facilities are regulated by federal, state and local laws. Under federal law, a local agency's decisions cannot prohibit the provision of personal wireless service or unreasonably discriminate amongst wireless service providers. Also, under federal law, the City may not regulate the placement, construction or modification of wireless telecommunications facilities on the basis of the environmental effects of radio frequency (RF) emissions, so long as the facilities comply with the Federal Communications Commission (FCC) regulations concerning such emissions.

State and federal laws also prescribe certain limitations on the city's application review process (such as application content and timelines for review) and the city's discretion to approve, disapprove or conditionally approve certain facilities. In some cases, failure to adhere to these laws may result in an automatic permit approval under special remedies available to wireless service providers.

Section 6409(a) of the Federal Middle Class Tax Relief and Job Creation Act of 2012, also known as the Spectrum Act, generally requires that a local agency "may not deny, and shall approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station" (known as "eligible facilities requests"). The FCC has defined the phrase "substantial change" to consider changes in height, width, equipment cabinets, footprint, concealment and compliance with prior conditions of approval associated with the underlying facility. The definition has different thresholds for "towers" than for equipment mounted on buildings or utility infrastructure ("base stations"), with the former generally being more generous than the latter.

Since strict and different federal rules apply to eligible facilities requests, the requests are reviewed using an expedited process. Federal law requires tracking the time it takes to process each wireless application, using a so called "shot clock." The purpose of the shot clock is to ensure that local governments do not take an unnecessarily long time to review a wireless application. The review must be completed before time expires or the application will be deemed approved.

The shot clock begins to run when a wireless application is submitted, whether or not the application is complete. The City has up to 30 days to review the application and either deem it complete or incomplete. The clock stops when the City notifies the applicant that the application is incomplete, or if the City and the applicant mutually reach a time tolling agreement. The clock starts again when the applicant re-submits material, and the City then has 10 days to respond to the re-submitted material. This process may continue to go back and forth until the applicant submits a complete application and the project is approved, the City misses the deadline to issue a notice that the application is incomplete, or the shot clock runs out. Failure of the City to act within the allowed timeframe results in the automatic approval of such applications. The table below shows the shot clock limits for the three types of applications:

Type of Application	Length of Shot Clock
Collocation/modification to an existing wireless tower or base station not involving a substantial change	60 Days
Collocation/modification to an existing wireless tower or base station that does involve a substantial change	90 Days
New wireless telecommunications facility	150 Days

PROPOSED ORDINANCE

The proposed ordinance implements regulations and standards for the permitting, placement, design, installation, operation and maintenance of all wireless telecommunications facilities in Santa Fe Springs. It ensures that wireless telecommunications facilities will conform to all applicable health and safety regulations and will blend into their environment to the greatest extent possible. Below is a summary of the primary components of the proposed ordinance.

Applicability: The chapter applies to all wireless telecommunications facilities in the City, whether on private or public property or within the public rights-of-way. The chapter excludes other "wireless" uses, such as amateur radio antennas and satellite dishes, which are subject to different federal and state laws.

Permit Requirements: The chapter requires all wireless telecommunications facilities within the city to obtain either a Wireless Telecommunications Facilities Conditional Use Permit or an Administrative Wireless Telecommunications Permit. An application is required for all projects, and specific requirements regarding application filing are provided.

Findings, Limited Exceptions: Certain findings must be made before a wireless telecommunications facility can be approved. If the findings cannot be made, an applicant may apply for an exception to prove that strict compliance with the chapter would effectively prohibit the provision of personal wireless services. The city may hire an outside consultant, at the applicant's expense, to evaluate exceptions.

Requirements for Facilities Outside the Public Right-of Way: This section identifies preferred locations, discouraged locations, and preferred support structures. Preferred locations are listed in order from most preferred to least preferred, with manufacturing and commercial districts being most preferred and residential districts being least preferred. Preferred support structures detail the types of wireless telecommunications installations that are preferred over others. Collocations with existing wireless telecommunications facilities on non-tower structures are most preferred, and new freestanding towers are least preferred.

Requirements for Facilities Within the Public Right-of Way: This section identifies preferred locations, discouraged locations, and preferred support structures for projects within the public rights-of-way. Preferred locations are listed in order, from most preferred to least preferred. Areas within or abutting manufacturing and commercial districts are most preferred and areas within or abutting residential districts are least preferred. This section also ranks the most preferred locations for antenna and equipment installations. The most preferred antenna location is on an existing utility pole, the least preferred antenna location is on a new pole placed within the right-of-way. The most preferred equipment location is within a below-grade equipment vault, and least preferred equipment location is within a new equipment cabinet placed at grade.

Design and Development Standards: This section provides general guidelines regarding the design and location of wireless telecommunications facilities, and authorizes the Planning Commission to adopt more detailed "Design Guidelines." Minor updates to the Design Guidelines can be made by the Director of Planning without Planning Commission approval, but revisions that would make wireless telecommunications facilities more visually obtrusive or modify the preferred locations must be brought before the Planning Commission for approval. This section also prohibits speculative equipment.

Operation and Maintenance Standards: All wireless telecommunications facilities must comply with the operation and maintenance standards detailed in this section. Specific standards include providing the city with an updated facility contact at all times, making necessary repairs within 48 hours, maintaining landscaping, replacing damaged or faded materials, and more.

Standard Conditions of Approval: Staff has developed a list of standard conditions that are typically imposed on wireless telecommunications facilities. The City's standard conditions have been incorporated into the ordinance. Standard conditions address the following criteria: permit term, build-out period, approved plans, inspections, maintenance obligations, compliance with laws, impacts on other properties, back-up power, inspections, contact information, indemnification, transfer of use, and discontinuation of use. These conditions are a safeguard against applications that may be potentially deemed-approved pursuant to federal or state law, and ensure that all facilities are held to the same high standard. Additional conditions of approval specific to each site may be added through the wireless telecommunications facility permit application process.

PROPOSED ZONING TEXT AMENDMENT

To avoid conflicts between the proposed chapter and existing zoning regulations, Section 155.377(E)(6) would be amended and Section 155.381(I) would be removed from the City's Zoning Regulations. Both sections pertain to the FOZ, Freeway Overlay

Zone.

The proposed text changes are shown underlined and the existing text that is being removed is shown as a ~~strike through~~.

§ 155.377 PERMITTED, ACCESSORY AND CONDITIONAL USES.

(E) *Conditionally permitted uses.*

- (1) Transit stations and transportation facilities.
- (2) Hospitals and ambulance services.
- (3) Business, technical, trade or professional schools (50 students or more).
- (4) Drive in theatres and swap meets conducted in connection with a drive in theatre operation.
- (5) Hotels and motels.
- (6) Cellular, digital, and Radio and television transmitter towers higher than 50 feet above ground level.
- (7) Service stations.
- (8) Public, private or quasi- public uses of an educational or recreational nature.
- (9) Towing services.
- (10) Regional commercial and retail uses five acres or more in size.
- (11) Billboards, including but not limited to electronic and digital billboards.

§ 155.381 DESIGN STANDARDS

~~(I) Wireless facilities:~~

- ~~(1) Roof mounted wireless facilities shall be screened from view within the Freeway Overlay Zone. No antennas shall be mounted to the exterior of a building unless they are completely screened in a manner that is architecturally integrated into, and compatible with, the design of the existing structure.~~
- ~~(2) Any freestanding wireless facilities shall be constructed using stealth methods such as a monopine, monopalm, monolith, or other architectural feature as approved by the Director of Planning and Development or his or her designee.~~

PLANNING COMMISSION CONSIDERATION

At its meeting of August 14, 2017, the City Planning Commission conducted a Public Hearing on a Zoning Text Amendment to amend sections 155.377(E)(6) and 155.381(I) and add chapter 157 to the Municipal Code. No person appeared at the Public Hearing to offer an opinion on the proposed amendments. After considering the facts contained in the staff report and a presentation provided by staff, the Planning Commission approved a motion to recommend that the City Council approve Zoning Text Amendment – Wireless Telecommunications Facilities (Ordinance No. 1090).

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections

65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

Legal notice of the Public Hearing was posted in Santa Fe Springs City Hall, the City Library and Town Center on August 4, 2017, and published in a newspaper of general circulation (Whittier Daily News) on August 4, 2017, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

CONSISTENCY WITH GENERAL PLAN GOALS AND POLICIES

The fundamental goal of the City of Santa Fe Springs is to provide a high quality of life for all people residing in, working in, or frequenting the City. Subsidiary goals are intended to provide for individual well-being, economic well-being, social well-being, and environmental well-being. The proposed amendments to the Municipal Code address the following goals and policies:

Land Use Goal 1: Provide for attractive, efficient and productive use of land in Santa Fe Springs by maintaining a balance within the City to emphasize local identity, preserve the single family nature of the community, maintain a high quality of life, and create an efficient yet pleasing environment.

Land Use Goal 4: Where incompatible land uses are in proximity to one another, provide for buffering, transitional uses or other controls which will reduce the conflict to the maximum extent possible.

Land Use Goal 7: Sites of historical or cultural interest should be preserved and enhanced.

Land Use Goal 17: Improve the appearance and attractiveness of the residential areas of the community.

The proposed ordinance address the four land use goals above since it establishes criteria for the placement, development and design of wireless telecommunications facilities in order to create attractive and efficient facilities. The proposed amendment prescribes the location and design of wireless facilities to minimize the impacts of the use on neighbors. The new wireless telecommunications facilities ordinance promotes stealth facilities, minimizing the size of facilities, collocation with existing facilities, and siting in manufacturing and commercial zones. Siting on an historical or cultural site may only occur when an applicant has demonstrated that no manufacturing or commercial property is available, and siting in residential zones may only occur when an applicant has demonstrated that no other feasible options are available. In cases where an applicant must deploy a new facility in a residential or historic area, the new ordinance requires an applicant to provide detailed and fact-specific explanations as to why the proposed wireless telecommunications facility cannot be deployed in a more preferred location.

Land Use Goal 8: *Ensure that all utilities are put underground to the greatest extent possible throughout the City with special emphasis on corridors.*

The new ordinance requires applicants to employ undergrounding to the maximum extent feasible in order to minimize a facility's visual intrusiveness and negative aesthetic impact. It also limits the installation of new facilities when collocating or attaching to existing vertical infrastructure would sufficiently meet the applicant's coverage objectives.

Safety Policy 9.1: *City land use planning policies and decisions will take into consideration the crime and traffic safety impacts of the uses.*

Safety Goal 10.1: *Continue to protect the Santa Fe Springs community from the loss of life and property from crime or traffic hazards.*

Safety Policy 12.1: *Continue to be proactive in the development, administration and enforcement of standards which will protect the community from serious public safety hazards.*

The ordinance satisfies the three safety goals and policies above by including standard conditions of approval that require applicants to keep wireless telecommunications facilities in a neat, clean and safe condition at all times. Any graffiti or vandalism must be remediated within 48 hours. Additionally, if the city determines a wireless telecommunications facility constitutes a dangerous condition, obstruction of the public right-of-way, or an imminent threat to public safety, the city may cause the facility to be removed.

Circulation Policy 6.2: *Maintain existing pedestrian facilities and support the inclusion of pedestrian facilities in new development.*

Circulation Policy 6.8: *Ensure accessibility of pedestrian facilities to the elderly and mobility impaired.*

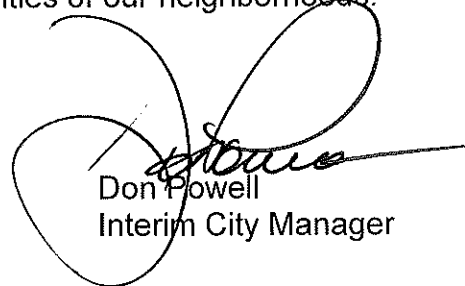
The new ordinance prohibits wireless telecommunications facilities from interfering with the public rights-of-way. Wireless telecommunications facilities cannot alter vehicular circulation or parking within the public rights-of-way, nor impede vehicular and/or pedestrian access or visibility along any public right-of-way. Interference includes any activities that will present a hazard to public health, safety or welfare.

CITY ATTORNEY REVIEW

The City Attorney's Office has reviewed the proposed Zoning text amendments.

SUMMARY:

Ordinance No. 1090 would establish a comprehensive set of regulations and standards for the permitting, placement, design, installation, operation and maintenance of wireless telecommunications facilities in all areas within the city. It will bring the city's regulations for wireless telecommunications facilities into conformity with current state and federal requirements. The ordinance balances the community's need for services, the industry's need to deploy quickly, and the City's obligation to maintain public health and safety and protect the aesthetic qualities of our neighborhoods.



Don Powell
Interim City Manager

Attachments:

1. Ordinance No. 1090 – Wireless Telecommunications Facilities

ORDINANCE NO. 1090

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, AMENDING SANTA FE SPRINGS MUNICIPAL CODE, TITLE 15, CHAPTER 155, SECTION 155.377 AND SECTION 155.381 OF THE CITY ZONING REGULATIONS REGARDING WIRELESS TELECOMMUNICATIONS FACILITIES IN THE FOZ, FREEWAY OVERLAY ZONE, AND ADDING CHAPTER 157 TO TITLE 15 OF THE CITY'S MUNICIPAL CODE, TO ESTABLISH A COMPREHENSIVE SET OF REGULATIONS AND STANDARDS FOR THE PERMITTING, PLACEMENT, DESIGN, INSTALLATION, OPERATION AND MAINTENANCE OF WIRELESS TELECOMMUNICATIONS FACILITIES IN ALL AREAS OF THE CITY.

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

SECTION 1. Section 155.377(E)(6) of Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended to read as follows:

§ 155.377(E)(6) PERMITTED, ACCESSORY AND CONDITIONAL USES

(E) *Conditionally permitted uses.*

(6) Radio and television transmitter towers higher than 50 feet above ground level.

SECTION 2. Section 155.381 of Chapter 155 of the Santa Fe Springs Municipal Code is hereby revised to remove § 155.381(I) so that said subsection reads as follows:

§ 155.381 DESIGN STANDARDS

(A) *Application.* The following design standards shall apply to all properties located within the Freeway Overlay Zone. The standards will be used during the project review process to ensure the highest level of quality and architecture is applied within the Freeway Overlay Zone. These design standards shall apply to new construction, exterior building or landscaping alterations, and to any modification to an approved landscaping plan.

(B) *Exemptions.* When in compliance with all other city ordinances, the following projects are exempt from the provisions of this section:

(1) Underground construction that will not leave any significant, permanent marks on the surface after completion. Utility boxes, piping and appurtenances are not exempted from these provisions;

(2) Interior remodeling; and

(3) Maintenance work on buildings, landscaping, or grounds (including parking lots) that does not significantly alter the appearance or function of the building, landscaping, or site.

(C) *Metal buildings.*

(1) Metal buildings are prohibited within the Freeway Overlay Zone, with the exception of those that are permitted in accordance with § 155.461.

(2) All metal buildings within the Freeway Overlay Zone shall comply with the provisions identified in Ordinance 822.

(3) Existing buildings or structures having exterior walls and roofs comprised substantially of metal frames or sheet metal shall be refaced and constructed with walls comprised of a non-metallic material. The material used to reface the structure shall be properly integrated into the existing architecture to provide a pleasing, attractive appearance and contemporary architectural design.

(D) *Roofscapes.* Due to the high level of visibility of buildings adjacent to the freeway, special emphasis shall be given to the visual appearance of the roof as viewed from the freeway and frontage roads. Roofscapes shall be carefully evaluated during the entitlement review process. Roof materials and design shall be integrated into building design to meet the requirements and characteristics of the Freeway Overlay Zone.

(1) No equipment or ductwork shall be allowed on the roof of any structure within view from any freeway, bridge or frontage street.

(2) All mechanical equipment and ductwork shall be constructed within a building structure or completely screened from view.

(3) The following roof materials may not be used on commercial and industrial buildings visible from the freeway: corrugated metal, highly reflective surfaces and illuminated roofing.

(4) The roofline at the top of the structure shall not run in a continuous plane for more than one 100 feet without offsetting or jogging the roof plane.

(E) *Architectural treatments.*

(1) Architectural treatments of commercial and industrial buildings located in the Freeway Overlay Zone must be of superior quality and design because of their visibility from the freeway.

(2) Building design shall be subject to the following requirements:

(a) All buildings must be constructed of durable, maintenance-free materials;

(b) Various building materials and colors shall be used to create visual interest. Color bands shall also be used to break up monochromatic walls;

(c) Architectural treatments shall include variations of mass, height, materials, colors, and textures to maintain a visually appealing appearance along the freeway corridor;

(d) Reflective windows shall be used at building entryways and "false" reflective windows shall be used to break up monotonous building walls;

(e) Various types of building cladding shall be used to produce different texture, shade, and shadow effects;

(f) All buildings should feature a dominant (main) color on all elevations. Light colors in the white, cream and tan ranges are preferred;

(g) Buildings may use up to three contrasting colors that complement the building's dominant color. Use of more than three contrasting colors is subject to approval by the Planning Director. Contrasting materials, textures, and colors shall be used to add emphasis to building entrances and to articulate long expanses of building walls;

(h) Facades fronting or clearly visible from the key streets shall be especially attractive. Long, unarticulated facades are prohibited and wall shall not run for more than 50 feet in one continuous plane without significant enhancements. Enhancement features include: entry augmentations, horizontal offsets, change in roofline, unique corner treatment, reveal lines, building offsets, facade pop-outs, offset bricks, window frames, glass treatments and changes in materials (tile or masonry materials), colors, texture and finishing. Public art, murals (does not include signage and advertisements), and rich landscaping are also an acceptable option to enhance building facades. Windows and doors are key elements of any structure's form and shall relate to the scale of the elevation on which they appear. Recessed openings help to provide depth and contrast on elevation planes. Approximately one-third of the building frontage shall incorporate window treatments for any structure located within the Freeway Overlay Zone;

(i) Blank front and side wall elevations shall be prohibited on street frontages;

(j) Buildings and main business entrances shall be oriented toward key streets. Other entryways may be used on other sides of properties to allow passage from parking areas;

(k) The Director of Planning and Development may grant exceptions or modifications to the aforementioned design standards for building facades or elevations that are not visible from the freeway, freeway on or off ramps, bridges, or local roads as determined by the Department of Planning and Development; and

(l) Projects within the Freeway Overlay Zone are subject to the Art in Public Places Ordinance (Title III, Chapter 38).

(F) *Soundwalls.*

(1) Soundwalls shall be used to minimize the visual, acoustic, and physical impacts generated by vehicles traveling along the freeways.

(2) Soundwalls shall be designed with a unifying theme to increase the visual continuity of the corridors and establish visual links with other aesthetic components in the corridors.

(3) Long expanses of blank walls shall be prohibited. Such walls are more susceptible to graffiti, leading to higher maintenance costs and unnecessary visual blight.

(4) Use of undecorated block walls is prohibited within freeway corridors.

(5) Soundwall base colors shall consist of natural earth tones such as tan, rust, brown, or gray. Additional accent colors and patterns may be used to enhance the appearance of the soundwalls subject to approval by the Planning Director or his or her designee.

(6) The following design features shall be incorporated into all soundwalls:

- (a) An architecturally appealing relief or scoring combined with climbing vines;
- (b) Variations in texture and color;
- (c) Use of multiple building materials or their likeness; and
- (d) A tiered or "step-down" treatment to transition the wall back to landscape areas.

(G) *Bridge and overpass treatment.*

(1) Bridges and overpasses shall be heavily landscaped, integrate interesting architectural features, and/or incorporate public art.

(2) Landscaping treatments shall use creeping vines, trees, or other plants suitable to the local environment.

(3) Landscaping shall be used so that at least 50% of the blank portions of a bridge or overpass wall shall be screened. Screening options shall include public art, attractive architectural features, or unique building materials.

(4) Sufficient lighting shall be included on, underneath, and around bridges and overpasses to enhance safety for pedestrians and vehicles.

(5) Architectural features shall be incorporated into all overpasses and bridges to enhance the appearance of the functional elements.

(6) Public art used on bridges and overpasses shall portray images unique to the city and shall be commissioned by local artists when possible.

(H) *On and off ramp treatment.*

(1) On and off ramps represent the area of transition for motorists between the local street network and the freeway.

(2) Ramps shall be heavily landscaped and contain attractive, high quality fencing or soundwall materials.

(3) Non-plant materials shall be arranged in an attractive manner and be consistent with design themes present throughout the corridors.

SECTION 3. Chapter 157 of the City Code is hereby added in its entirety to read as follows:

Chapter 157: Wireless Telecommunications Facilities

SECTION 157.01 - Purpose

The purpose and intent of this chapter is to establish a comprehensive set of regulations and standards for the permitting, placement, design, installation, operation and maintenance of wireless telecommunications facilities in all areas within the city. These regulations are intended to prescribe clear and reasonable criteria to assess and

process applications in a consistent and expeditious manner, while reducing the impacts associated with wireless telecommunications facilities. These regulations are intended to protect the health, safety and welfare of persons living and working in the city, preserve the aesthetic values of the city, and allow for the orderly, managed and efficient deployment of wireless telecommunications facilities in accordance with state and federal laws, rules and regulations.

SECTION 157.02 – Definitions

“Agent” means a person authorized to act on behalf of a permittee or other person or entity in matters pertaining to the processing of a wireless telecommunications facility as outlined in this chapter.

“Amateur radio antenna” means an antenna constructed and operated for transmitting and receiving radio signals for noncommercial purposes, usually in relation to a person’s hobby.

“Antenna” means that part of a wireless telecommunications facility designed to radiate or receive radio frequency signals.

“Applicant” means any person that submits an application to the city to site, install, construct, modify, and/or operate a Wireless Telecommunications Facility.

“Base station” means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(1), as may be amended, which defines that term as follows:

A structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in 47 C.F.R. § 1.40001(b)(9) or any equipment associated with a tower.

(i) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(ii) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems and small-cell networks).

(iii) The term includes any structure other than a tower that, at the time the relevant application is filed with the City under this section, supports or houses equipment described in paragraphs (b)(1)(i) through (ii) of this section that has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

(iv) The term does not include any structure that, at the time the relevant application is filed with the City under this section, does not support or house equipment described in paragraphs (b)(1)(i)-(ii) of this section.

"Cable" means any wire typically consisting of copper, coax or fiber used for utility service purposes.

"Camouflaged" or "camouflaging" means concealment techniques that integrate the transmission equipment into the surrounding natural and/or built environment such that the average, untrained observer cannot directly view the equipment but would likely recognize the existence of the wireless facility or concealment technique. Camouflaging concealment techniques include, but are not limited to: (1) façade or rooftop mounted pop-out screen boxes; (2) antennas mounted within a radome above a streetlight; (3) equipment cabinets in the public rights-of-way painted or wrapped to match the background; and (4) an isolated or standalone faux-tree.

"Code" means the City of Santa Fe Springs Municipal Code.

"Collocation" means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(2), as may be amended, which defines that term as the mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

"Collocation facility" means a wireless telecommunications facility that has been collocated consistent with the meaning of "collocation" as defined above. It does not include the initial installation of a new wireless telecommunications facility where previously there was none, nor the construction of an additional tower on a site with an existing tower.

"CPCN" means a "Certificate of Public Convenience and Necessity" granted by the CPUC.

"CPUC" means the California Public Utilities Commission.

"Director" means the Director of Planning, or his or her designee.

"Eligible facilities request" means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(3), as may be amended, which defines that term as a request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving: (a) collocation of new transmission equipment, (b) removal of transmission equipment, or (c) replacement of transmission equipment.

"Eligible support structure" means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(4), as may be amended, which defines that term as any tower or base station

as defined in this section, provided that it is existing at the time the relevant application is filed with the City.

"Existing" means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(5), as may be amended, states a constructed tower or base station is existing for purposes of this section if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

"Federal Communications Commission (FCC)" means the independent U.S. governmental agency charged with regulating interstate and international communications by radio, television, wire, satellite and cable.

"Height" means the vertical distance from any point at the top of an antenna and/or ancillary wireless telecommunications structure to the finished or natural surface, whichever is more restrictive or lower, measured directly adjacent to the existing building or new structure.

"Modification" means a change to an existing wireless telecommunications facility that involves any of the following: collocation, expansion, alteration, enlargement, intensification, reduction, or augmentation, including, but not limited to, changes in size, shape, color, visual design, exterior material, or equipment model.

"OTARD" means any over-the-air reception device subject to 47 C.F.R. § 1.4000 et seq., as may be amended, and which includes satellite television dishes not greater than one meter in diameter.

"Pole" means a single shaft of wood, steel, concrete or other material capable of supporting the equipment mounted thereon in a safe and adequate manner and as required by the provisions of this Code.

"Public right-of-way" means any public highway, street, alley, sidewalk, parkway which is either owned, operated or controlled by the city, or is subject to an easement or dedication to the city, or is a privately owned area with the city's jurisdiction which is not yet, but is designated as a proposed public right-of-way on a tentative subdivision map approved by the city.

"RF" means radio frequency or electromagnetic waves generally between 30 kHz and 300 GHz.

"Site" means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(6), as may be amended, which defines that term as for towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other

eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

"Small cell" means the same as defined by California Government Code § 65964.2, as may be amended, which defines that term as a wireless telecommunications facility or a wireless facility that uses licensed or unlicensed spectrum and that meets the following qualifications:

- (i) The small cell antennas on the structure, excluding the associated equipment, total no more than six cubic feet in volume, whether an array or separate.
- (ii) Any individual piece of associated equipment on pole structures does not exceed nine cubic feet.
- (iii) The cumulative total of associated equipment on pole structures does not exceed 21 cubic feet.
- (iv) The cumulative total of any ground-mounted equipment along with the associated equipment on any pole or nonpole structure does not exceed 35 cubic feet.
- (v) The following types of associated ancillary equipment are not included in the calculation of equipment volume:
 - (I) Electric meters and any required pedestal.
 - (II) Concealment elements.
 - (III) Any telecommunications demarcation box.
 - (IV) Grounding equipment.
 - (V) Power transfer switch.
 - (VI) Cutoff switch.
 - (VII) Vertical cable runs for the connection of power and other services.
 - (VIII) Equipment concealed within an existing building or structure.

"Small cell" includes a micro wireless facility.

"Small cell" does not include the following:

- (i) Wireline backhaul facility, which is defined to mean a facility used for the transport of communications data by wire from wireless facilities to a network.
- (ii) Coaxial or fiber optic cables that are not immediately adjacent to or directly associated with a particular antenna or collocation.
- (iii) Wireless facilities placed in any historic district listed in the National Park Service Certified State or Local Historic Districts or in any historical district listed on the California Register of Historical Resources or placed in coastal zones subject to the jurisdiction of the California Coastal Commission.
- (iv) The underlying vertical infrastructure.

"Stealth" means concealment techniques that completely screen all transmission equipment from public view and integrate the transmission equipment with the surrounding natural and/or built environment such that, given the particular context, the average, untrained observer does not recognize the existence of the wireless telecommunications facility or concealment technique. These facilities are so integrated and well-hidden that the average, untrained observer would need special knowledge to recognize their existence. Stealth concealment techniques include, but are not limited to:

(1) transmission equipment placed completely within existing architectural features such that the installation causes no visible change to the underlying structure and (2) new architectural features that mimic the underlying building in architectural style, physical proportion and quality of construction materials. Architectural features commonly used as stealth concealment include, but are not limited to, church steeples, cupolas, bell towers, clock towers, pitched faux-roofs, water tanks and flagpoles. Further, whether a wireless facility qualifies as a stealth facility depends on the context that exists at a given location and is evaluated on a case-by-case basis.

"Substantial change" means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(7), as may be amended, which states a modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

(i) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;

(A) Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to February 22, 2012, the date that Congress passed Section 6409(a) of the Middle Class Tax Relief and Job Creation Act (aka the Spectrum Act).

(ii) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

(iii) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

(iv) It entails any excavation or deployment outside the current site;

(v) It would defeat the concealment elements of the eligible support structure as determined by the city; or

(vi) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification

that is non-compliant only in a manner that would not exceed the thresholds identified in (i) through (iv) in this definition.

“Transmission equipment” means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(8), as may be amended, which defines that term as equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

“Tower” means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(9), as may be amended, which defines that term as any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. Examples include, but are not limited to, freestanding mast, pole, monopole, guyed tower, lattice tower, freestanding tower, or other structure designed and primarily used to support wireless telecommunications facility antennas.

“Utility pole” means any pole or tower owned by any utility company that is primarily used to support wires or cables necessary to the provision of electrical or other utility services regulated by the California Public Utilities Commission.

“Vertical infrastructure” means all poles or similar facilities in the public rights-of-way meant for, or used in whole or in part for, communications services, electrical service, lighting, traffic control or similar functions.

“Wireless telecommunications facility” means equipment installed for the purpose of providing wireless transmission of voice, data, images, or other information including, but not limited to, cellular telephone service, personal communications services, and paging services, consisting of equipment and network components such as towers, utility poles, transmitters, base stations, and emergency power systems. It includes, but is not limited to, antennas and/or other types of equipment for the transmission or receipt of such signals, telecommunications towers or similar structures supporting such equipment, equipment cabinets, pedestals, meters, tunnels, vaults, splice boxes, surface location markers, related transmission equipment, equipment buildings, parking areas, and other accessory development.

SECTION 157.03 – Applicability

- A. This chapter applies to the design, siting, construction, or modification of any and all wireless telecommunications facilities as follows:

1. All facilities for which applications were not approved prior to September 28, 2017 shall be subject to and comply with all provisions of this chapter.
 2. All facilities for which applications were approved by the City prior to September 28, 2017 shall not be required to obtain a new or amended permit until such time as a provision of this code so requires. Any wireless telecommunications facility that was lawfully constructed prior to September 28, 2017 that does not comply with the standards, regulations, and/or requirements of this division shall be deemed a nonconforming use and shall also be subject to the provisions of sections 155.385 through 155.404.
 3. All facilities for which applications have been previously approved, but are now or hereafter: (a) expanded or (b) modified by the installation of additional antennas, larger antennas or more powerful antennas, or (c) when one or more bands of service are activated shall comply with this chapter.
- B. All facilities, notwithstanding the date approved, shall be subject immediately to the provisions of this chapter governing the operation and maintenance (Section 157.09), cessation of use and abandonment (Section 157.11), and removal and restoration (Section 157.12) of wireless telecommunications facilities; provided, however, that in the event a condition of approval conflicts with a provision of this division, the condition of approval shall control until the permit is amended, expired, or revoked.
- C. This chapter does not apply to the following:
1. Facilities owned and operated by the city for its use;
 2. Amateur radio facilities;
 3. Over the Air Reception Devices ("OTARD") antennas;
 4. Wireless facilities installed completely indoors and intended to extend signals for personal wireless services in a personal residence or a business (such as femtocell or indoor distributed antenna system);
 5. Wireless facilities or equipment owned and operated by CPUC-regulated electric companies for use in connection with electrical power generation, transmission and distribution facilities subject to CPUC General Order 131-D.
 6. Any entity legally entitled to an exemption pursuant to state or federal law or governing franchise agreement.
- D. Relationship to other chapters. This chapter shall supersede all conflicting requirements of other titles and chapters of this Code regarding the locating and permitting of wireless telecommunications facilities.

SECTION 157.04 – Wireless Telecommunications Facility Permit Requirements

- A. *Wireless Telecommunications Facility Conditional Use Permit.* All wireless telecommunications facilities are subject to the granting of a conditional use permit. Wireless Telecommunications Facility Conditional Use Permits are subject to Planning Commission approval unless otherwise provided for in this chapter.
- B. *Administrative Wireless Telecommunications Facility Permit.* An Administrative Wireless Telecommunications Facility Permit, subject to the Director's approval,

may be issued for new facilities or collocations or modifications to existing facilities that meet the following criteria:

1. The facility is a small cell located within the public right-of-way.
 2. The facility qualifies as an eligible facilities request as defined in this chapter.
- C. In the event that the Director determines that any application submitted for an Administrative Wireless Telecommunications Facility Permit does not meet the criteria of this Code, the Director shall convert the application to a Wireless Telecommunications Facility Conditional Use Permit application and refer it to the Planning Commission. Additional submittal materials may be required.
- D. *Other Permits Required.* In addition to any permit that may be required under this chapter, the applicant must obtain all other required prior permits or other approvals from other city departments, or state or federal agencies. Any permit granted under this chapter is subject to the conditions and/or requirements of other required prior permits or other approvals from other city departments, state or federal agencies.
- E. *Procedures for a Duly Filed Application.* Any application for a Wireless Telecommunications Facility will not be considered duly filed unless submitted in accordance with the procedures in this Section 157.04(E).
1. *Pre-Submittal Conference.* Before application submittal, the applicant must schedule and attend a pre-submittal conference with the Director for all proposed projects on new support structures in the public rights-of-way. Pre-submittal conferences for all other proposed projects are encouraged but not required. The pre-submittal conference is intended to streamline the review process through informal discussion that includes, without limitation, the appropriate project classification and review process, any latent issues in connection with the proposed or existing wireless tower or base station, including compliance with generally applicable rules for public health and safety; potential concealment issues or concerns (if applicable); coordination with other city departments responsible for application review; and application completeness issues. To mitigate unnecessary delays due to application incompleteness, applicants are encouraged (but not required) to provide draft applications or other materials so that city staff may provide informal feedback and guidance about whether such applications or other materials may be incomplete or unacceptable. The Director shall use reasonable efforts to provide the applicant with an appointment within five working days after the Director receives a written request and any applicable fee or deposit to reimburse the city for its reasonable costs to provide the services rendered in the pre-submittal conference.
 2. *Appointment Required.* All applications for a Wireless Telecommunications Facility shall be submitted to the city at a pre-scheduled appointment with the Director. Applicants may submit one application per appointment, but may schedule successive appointments for multiple applications whenever feasible and not prejudicial to other applicants. Any application received without an appointment or a pre-submittal conference, whether delivered in-

person, by mail or through any other means, will not be considered duly filed.

- F. *Applications Deemed Withdrawn.* To promote efficient review and timely decisions, any application governed under this chapter will be automatically deemed withdrawn by the applicant when the applicant fails to tender a substantive response to the Director within 90 calendar days after the Director deems the application incomplete in a written notice to the applicant. The Director may, in the Director's discretion, grant a written extension for up to an additional 30 calendar days when the applicant submits a written request prior to the 90th day that shows good cause to grant the extension. Delays due to circumstances outside the applicant's reasonable control will be considered good cause to grant the extension.
- G. *Application Requirements.* All applicants for a Wireless Telecommunications Facility shall submit all the content, information, materials and fees required by the Director for the application. The Planning Commission authorizes the Director to develop, publish and from time-to-time update or amend permit application forms, checklists, informational handouts and other related materials that the Director finds necessary, appropriate or useful for processing any application governed under this Section. The Planning Commission further authorizes the Director to establish other reasonable rules and regulations, which may include regular hours for appointments with applicants, as the Director deems necessary or appropriate to organize, document and manage the application intake process. All such permit application forms, checklists, informational handouts, rules and regulations must be in written form and made available on the city's website and/or in-person at the Planning and Development Department to provide applicants with prior notice.

SECTION 157.05 – Findings; Limited Exceptions

- A. *Required Findings for Approval.* The approval authority may approve or conditionally approve any application for a Wireless Telecommunications Facility Conditional Use Permit or Administrative Wireless Telecommunications Facility Permit when the approval authority finds that:
 - 1. The proposed wireless telecommunications facility will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the city in general.
 - 2. The proposed wireless telecommunications facility has been designed to achieve compatibility with the community to the maximum extent reasonably feasible.
 - 3. The location of the wireless telecommunications facility on alternative sites will not increase community compatibility or is not reasonably feasible.
 - 4. The proposed wireless telecommunications facility is necessary to close a significant gap in coverage, increase network capacity, or maintain service quality, and is the least intrusive means of doing so.
- B. *Limited Exception.* The city recognizes that federal law prohibits a permit denial when it would effectively prohibit the provision of personal wireless services and

the applicant proposes the least intrusive means to provide such services. In the event that an applicant asserts that strict compliance with any provision in this chapter, as applied to a specific proposed wireless facility, would effectively prohibit the provision of personal wireless services, the approval authority may grant a limited, one-time exception from strict compliance subject to the provisions in this chapter. The approval authority shall not grant any exception unless the applicant demonstrates all of the following with clear and convincing evidence:

1. The proposed wireless facility qualifies as a "personal wireless services facility" as defined by the United States Code, Title 47, section 332(C)(7)(C)(ii), as may be amended or superseded;
2. The applicant has provided the city with a reasonable and clearly defined technical service objective to be achieved by the proposed wireless telecommunications facility;
3. The applicant has provided the city with a written statement that contains a detailed and fact-specific explanation as to why the proposed wireless telecommunications facility cannot be deployed in compliance with the applicable provisions in this chapter;
4. The applicant has provided the city with a meaningful comparative analysis with the factual reasons why all alternative location(s) and/or design(s) identified by the city or otherwise identified in the administrative record, including but not limited to potential alternatives identified at any public meeting or hearing, are not technically feasible or potentially available to reasonably achieve the applicant's reasonable and clearly defined technical service objective to be achieved by the proposed wireless telecommunications facility; and
5. The applicant has demonstrated to the city that the proposed location and design is the least non-compliant configuration that will reasonably achieve the applicant's reasonable and clearly defined technical service objective to be achieved by the proposed wireless telecommunications facility, which includes without limitation a meaningful comparative analysis into multiple smaller or less intrusive wireless telecommunications facilities dispersed throughout the intended service area.

C. *Independent Consultant for Limited Exceptions.* The city shall have the right to hire, at the applicant's expense, an independent consultant to evaluate issues raised by the exception and to submit recommendations and evidence in response to the application.

Section 157.06 – Requirements for Facilities Outside the Public Right-of-Way

The City desires to promote cleanly organized and streamlined facilities using the smallest and least intrusive means available to provide wireless services to the community. All wireless telecommunications facilities located outside the public rights-of-way must comply with all applicable provisions in this section. In the event that any other law, regulation or code requires any more restrictive design and/or construction requirements, the most restrictive requirement will control.

A. *Preferred locations.* All applicants must, to the extent feasible, propose new wireless telecommunications facilities in locations according to the following preferences, ordered from most preferred to least preferred:

1. Manufacturing zones;
2. Commercial zones;
3. Agricultural zones;
4. Public Facilities zones;
5. Multiple Family zones;
6. Single Family zones.

No new facility may be placed in a less appropriate area unless the applicant demonstrates that no more appropriate location can feasibly serve the area the facility is intended to serve, provided that the city may authorize a facility to be established in a less appropriate location if doing so is necessary to prevent substantial aesthetic impacts.

B. *Preferred Support Structures.* In addition to the preferred locations described in Section 157.06(A), the City also expresses its preference for installations on certain support structures. The approval authority will take into account whether a more preferred support structure is technically feasible and potentially available. The City's preferred support structures are as follows, ordered from most preferred to least preferred:

1. Collocation on an existing non-tower structure;
2. Collocation on an existing tower;
3. New installations on existing buildings, utility structures, and other non-tower structures;
4. New freestanding towers.

Section 157.07 – Requirements for Facilities Within the Public Right-of-Way

The City desires to promote cleanly organized and streamlined facilities using the smallest and least intrusive means available to provide wireless telecommunications services to the community. All wireless telecommunications facilities in the public rights-of-way must comply with all applicable provisions in this chapter. In the event that any other law, regulation or code requires any more restrictive design and/or construction requirements, the most restrictive requirement will control.

A. *Preferred facility location.* All applicants must, to the extent feasible, propose new wireless telecommunications facilities in locations according to the following preferences, ordered from most preferred to least preferred:

1. Within or abutting commercial or manufacturing zones not requiring any modifications to the existing location of any infrastructure or landscaping;
2. Within or abutting commercial or manufacturing zones requiring only minor alterations to the existing infrastructure or landscaping (including planter size);
3. Within or abutting an agricultural zone;
4. Within or abutting a Public Facilities zone;

5. Abutting sensitive uses, such as historical sites, schools, daycare facilities, playgrounds, etc.
6. Within or abutting residential zones;

No new facility may be placed in a less appropriate location unless the applicant demonstrates that no more appropriate location can feasibly serve the area the facility is intended to serve, provided that the city may authorize a facility to be established in a less appropriate location if doing so is necessary to prevent substantial aesthetic impacts.

- B. *Preferred Antenna location.* All applicants must, to the extent feasible, propose antennas in locations according to the following preferences, ordered from most preferred to least preferred:

1. On an existing utility pole;
2. On an existing street light;
3. On new vertical infrastructure that is not replacing existing vertical infrastructure. An exception shall be required to place new vertical infrastructure within the rights-of-way.

No new antennas may be placed in a less appropriate location unless the applicant demonstrates that no more appropriate location can feasibly serve the area the antennas are intended to serve, provided that the city may authorize antennas to be established in a less appropriate location if doing so is necessary to prevent substantial aesthetic impacts.

- C. *Preferred Equipment location.* All applicants must, to the extent feasible, propose equipment in locations according to the following preferences, ordered from most preferred to least preferred:

1. Within a below-grade equipment vault, vault must be flush with grade;
2. Mounted on the subject vertical infrastructure;
3. In an existing ground-mounted (grade-level) equipment cabinet or enclosure, with no expansion or additional cabinets to be added;
4. Within a new equipment cabinet or enclosure mounted at grade. An exception shall be required to place a new equipment cabinet or enclosure mounted at grade.

No new equipment may be placed in a less appropriate location unless the applicant demonstrates that no more appropriate equipment location can feasibly serve the facility, provided that the city may authorize equipment to be established in a less appropriate location if doing so is necessary to prevent substantial aesthetic impacts.

- D. *Exception required.* Wireless telecommunications facilities are strongly disfavored in certain areas. Therefore, the following locations are permitted only when an exception has been granted pursuant to Section 157.05 (B).

1. Within center medians;
2. Along Telegraph Road;
3. Mounted on bridges;
4. Mounted on traffic signals;
5. Mounted on new vertical infrastructure that is not replacing existing vertical infrastructure;

6. New equipment cabinet or enclosure mounted at grade.
- E. *No interference with public rights-of-way.* In no case shall any part of a wireless telecommunications facility alter vehicular circulation or parking within the public rights-of-way, nor shall it impede vehicular and/or pedestrian access or visibility along any public right-of-way. No permittee shall locate or maintain wireless telecommunications facilities to unreasonably interfere with the use of city property or the public rights-of-way by the city, by the general public or by other persons authorized to use or be present in or upon the public rights-of-way. Unreasonable interference includes disruption to vehicular, bicycle, or pedestrian traffic on city property or the public rights-of-way, interference with public utilities, and any such other activities that will present a hazard to public health, safety or welfare when alternative methods of construction would result in less disruption. All such facilities shall be moved by the permittee, at the permittee's cost, temporarily or permanently, as determined by the Director of Public Works or Director of Planning.

SECTION 157.08 – Design and Development Standards

All wireless telecommunications facilities shall be designed, located and maintained to minimize visual, aesthetic, noise, and other impacts on the surrounding community. They shall be planned, designed, located, and erected in accordance with the following:

A. *General Guidelines*

1. No new wireless telecommunications facility may be located in areas where collocation on existing facilities would provide equivalent coverage, new capacity, and service quality with less environmental or aesthetic impact.
2. The overall development footprint of a wireless telecommunications facility shall be as small as technically feasible.
3. There may be no net loss of required parking or landscaping when siting a wireless telecommunications facility.
4. The applicant shall employ screening, undergrounding, and stealth design techniques in the design and placement of a wireless telecommunications facility in order to minimize its visual intrusiveness and negative aesthetic impact.
5. Screening shall be designed to be architecturally compatible with surrounding structures using appropriate techniques to camouflage, disguise, and/or blend into the environment, including landscaping, color, and other techniques to minimize the facility's visual impact, as well as be compatible with the architectural character of the surrounding buildings or structures in terms of color, size, proportion, style and quality.
6. All facilities shall have subdued colors and non-reflective materials that blend with the materials and colors of the surrounding area and structures.

- B. *Design Guidelines.* The city shall promulgate additional detailed Design Guidelines for the design and installation of wireless telecommunications facilities, which the city shall consider in reviewing an application. The Design Guidelines will accord with this chapter but will provide greater detail, description, and examples of

acceptable wireless facilities. In addition, the Design Guidelines shall provide administrative and procedural guidance to applicants such as a list of minimum application requirements. The provisions in this section shall not limit or prohibit the city's discretion to promulgate and make publicly available other information, materials, or requirements in addition to, and separate from, the Design Guidelines.

- C. The Design Guidelines shall be reviewed and approved by the Planning Commission before being finalized. The Director shall have authority to update or supplement the Design Guidelines to address relevant changes in law, technology, or administrative processes. Any revisions to the Design Guidelines that would materially modify the physical design requirements for wireless telecommunications facilities to make them more obtrusive or materially modify the standards and locations for wireless telecommunications facilities shall be presented to the Planning Commission for review and approval. In the event of any conflict between the Design Guidelines and the standards articulated in this chapter of the Santa Fe Springs Municipal Code, the language of this chapter takes precedence over the language of the Design Guidelines.
- D. *Speculative Equipment Prohibited.* The city finds that the practice of "pre-approving" wireless equipment or other improvements that the applicant does not presently intend to install but may wish to install at some undetermined future time does not serve the public's best interest. The city shall not approve any equipment or other improvements in connection with a wireless telecommunications facility permit when the applicant does not actually and presently intend to install such equipment or construct such improvements.

Section 157.09 – Operation and Maintenance Standards.

All wireless telecommunications facilities must comply at all times with the following operation and maintenance standards.

- A. *Repairs.* Unless otherwise provided herein, all necessary repairs and restoration shall be completed by the permittee, owner, operator or any designated maintenance agent within forty-eight (48) hours:
 - 1. After discovery of the need by the permittee, owner, operator or any designated maintenance agent; or
 - 2. After permittee, owner, operator or any designated maintenance agent receives notification from the city.
- B. *Contact information.* Each permittee of a wireless telecommunications facility shall provide the city with the name, title, direct phone number, mailing address, email address and 24-hour local or toll free contact phone number of the permittee, the owner, the operator and the agent responsible for the maintenance of the facility ("contact information"). Contact information shall be updated within seven (7) days of any change.
- C. *Good Condition.* All facilities, including, but not limited to, telecommunications towers, poles, accessory equipment, lighting, fences, walls, shields, cabinets,

artificial foliage or camouflage, and the facility site shall be maintained in good condition, including ensuring the facilities are reasonably free of:

1. General dirt and grease;
 2. Chipped, faded, peeling, and cracked paint;
 3. Rust and corrosion;
 4. Cracks, dents, and discoloration;
 5. Missing, discolored or damaged artificial foliage or other camouflage;
 6. Graffiti, bills, stickers, advertisements, litter and debris;
 7. Broken and misshapen structural parts; and
 8. Any damage from any cause.
- D. *Landscaping.* All trees, foliage or other landscaping elements approved as part of the facility shall be maintained in good condition at all times. The permittee, owner and operator of the facility shall be responsible for replacing any damaged, dead or decayed landscaping within five (5) calendar days after written notice from the City. No amendment to any approved landscaping plan may be made until it is submitted to and approved by the Director.
- E. *Replacement.* The permittee shall replace its facilities, after obtaining all required permits, if maintenance or repair is not sufficient to return the facility to the condition it was in at the time of installation.
- F. *Routine Inspections.* Each facility shall be operated and maintained to comply with all conditions of approval. Each owner or operator of a facility shall routinely inspect each site to ensure compliance with the same and the standards set forth in this chapter.

SECTION 157.10 – Permit Expiration

- A. Unless California Government Code § 65964(b), as may be amended, authorizes the city to issue a permit with a shorter term, a permit for any wireless telecommunications facility shall be valid for a period of ten (10) years, unless pursuant to another provision of this Code it lapses sooner or is revoked. At the end of ten (10) years from the date of issuance, such permit shall automatically expire.
- B. The city's approval of an Administrative Wireless Telecommunications Permit constitutes a federally-mandated modification to the underlying permit or approval of the tower or base station. The city's approval of an Administrative Wireless Telecommunications Permit will not extend the permit term for any underlying permit or other regulatory approval, and its term shall be coterminous with the underlying permit or other regulatory approval for the subject tower or base station.
- C. A permittee may apply for a new permit within one hundred and eighty (180) days prior to expiration. Said application and proposal shall comply with the city's current code requirements for wireless telecommunications facilities.

SECTION 157.11 - Cessation of Use or Abandonment

- A. A wireless telecommunications facility is considered abandoned and shall be promptly removed as provided herein if it ceases to provide wireless telecommunications services for ninety (90) or more consecutive days unless the permittee has obtained prior written approval from the city which shall not be unreasonably denied.
- B. The operator of a facility shall notify the city of its intent to abandon or cease use of a permitted site or a nonconforming site (including unpermitted sites) sixty (60) days prior to the final day of use. Said notification shall be in writing, shall specify the date of termination and shall include reference to the applicable permit number.

SECTION 157.12 – Removal and Restoration – Permit Expiration, Revocation or Abandonment

- A. Upon the expiration date of the permit, including any extensions, earlier termination or revocation of the permit or abandonment of the facility, the permittee, owner or operator shall remove its wireless telecommunications facility and restore the site to the condition that existed prior to the installation of the wireless telecommunications facility, or collocated portion thereof, except for retaining landscaping improvements or any other improvements at the discretion of the city. Removal shall be in accordance with applicable health and safety requirements and all ordinances, rules, and regulations of the city. The facility shall be removed from the property, at no cost or expense to the city.
- B. Failure of the permittee, owner or operator to promptly remove its facility and restore the property within six (6) months after expiration, earlier termination or revocation of the permit, or abandonment of the facility, shall be a violation of this Code. Upon a showing of good cause, an extension may be granted by the city where circumstances are beyond the control of the permittee after expiration.
- C. *Summary Removal.* In the event the city determines that the condition or placement of a wireless telecommunications facility located in the public right-of-way constitutes a dangerous condition, obstruction of the public right-of-way, or an imminent threat to public safety, or determines other exigent circumstances require immediate corrective action, the city may cause the facility to be removed summarily and immediately without advance notice or hearing. Written notice of the removal shall include the basis for the removal and shall be served upon the permittee and person who owns the facility within five (5) business days of removal and all property removed shall be preserved for the owner's pick-up as feasible. If the owner cannot be identified following reasonable effort or if the owner fails to pick-up the property within sixty (60) days, the facility shall be treated as abandoned property.
- D. *Removal of Facilities by City.* In the event the city removes a facility in accordance with nuisance abatement procedures or summary removal, any such removal shall be without any liability to the city for any damage to such facility that may result from reasonable efforts of removal. Unless otherwise provided herein, the city has

no obligation to store such facility. Neither the permittee, owner nor operator shall have any claim if the city destroys any facility not timely removed by the permittee, owner or operator after notice, or removed by the city due to exigent circumstances.

Section 157.13 – Standard Conditions of Approval

The City may add or modify conditions of approval as necessary or appropriate to protect and promote the public health, safety, and welfare. All facilities approved under this chapter shall be subject to the following conditions:

- A. *Permit Term.* This permit will automatically expire 10 years and one day from its issuance, except when California Government Code § 65964(b), as may be amended or superseded in the future, authorizes the City to establish a shorter term for public safety or substantial land use reasons. Any other permits or approvals issued pursuant to Section 6409(a) in connection with any collocation, modification or other change to this wireless facility, which includes without limitation any permits or other approvals deemed-granted under federal law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law. Upon a written application from the applicant, the approval authority shall renew this permit for an additional 10-year term if the facility is in compliance with all local, state and federal laws at the time the permit expires.
- B. *Build-Out Period.* This permit will automatically expire one year from the approval or deemed-granted date unless the permittee obtains all other permits and approvals required to install, construct and/or operate the approved wireless telecommunications facility, which includes without limitation any permits or approvals required by the any federal, state or local public agencies with jurisdiction over the subject property, the wireless telecommunications facility or its use. The Director may grant one written extension to a date certain when the permittee shows good cause to extend the limitations period in a written request for an extension submitted at least 30 days prior to the automatic expiration date in this condition.
- C. *Compliance with Approved Plans.* Before the permittee submits any applications to the Building Department, the permittee must incorporate this permit, all conditions associated with this permit and the approved photo simulations into the project plans (the "Approved Plans"). The permittee must construct, install and operate the wireless facility in substantial compliance with the Approved Plans. Any alterations, modifications or other changes to the Approved Plans, whether requested by the permittee or required by other departments or public agencies with jurisdiction over the wireless facility, are subject to the Director's prior review and approval, who may refer the request to the original approval authority if the Director finds that the requested alteration, modification or other change substantially deviates from the Approved Plans or implicates a significant or substantial land-use concern.

- D. *Post-Installation Final Inspection.* The permittee shall obtain a final inspection by the Director to ensure the facility is built in accordance with the Approved Plans. If the facility is not constructed as conditioned, the Director reserves the right to withhold finalizing the Building Permit until the facility is modified to comply with all plans and conditions.
- E. *Maintenance Obligations; Vandalism.* The permittee shall keep the site, which includes without limitation any and all improvements, equipment, structures, access routes, fences and landscape features, in a neat, clean and safe condition in accordance with the Approved Plans and all conditions in this permit. Any concealment elements shall be kept in "like new" condition at all times. The permittee shall keep the site area free from all litter and debris at all times. The permittee, at no cost to the City, shall remove and remediate any graffiti or other vandalism at the site within 48 hours after the permittee receives notice or otherwise becomes aware that such graffiti or other vandalism occurred. The permittee and property owner shall maintain any and all landscape features in accordance with an approved landscape plan, if any, and shall replace dying or dead trees, foliage or other landscape elements shown on the Approved Plans within five (5) calendar days after written notice from the City.
- F. *Compliance with Laws.* The permittee shall maintain compliance at all times with all federal, state and local statutes, regulations, orders or other rules that carry the force of law ("Laws") applicable to the permittee, the subject property, the wireless telecommunications facility or any use or activities in connection with the use authorized in this permit, which includes without limitation any Laws applicable to human exposure to RF emissions. The permittee expressly acknowledges and agrees that this obligation is intended to be broadly construed and that no other specific requirements in these conditions are intended to reduce, relieve or otherwise lessen the permittee's obligations to maintain compliance with all Laws. In the event that the City fails to timely notice, prompt or enforce compliance with any applicable provision in the California Building Code, Santa Fe Springs Municipal Code, Fire Code, any permit, any permit condition, or any applicable law or regulation, the applicant or permittee will not be relieved from its obligation to comply in all respects with all applicable provisions in any such permit, permit condition or any applicable law or regulation.
- G. *Adverse Impacts on Other Properties.* The permittee shall use all reasonable efforts to avoid any and all undue or unnecessary adverse impacts on nearby properties that may arise from the permittee's or its authorized personnel's construction, installation, operation, modification, maintenance, repair, removal and/or other activities at the site. The permittee shall not perform or cause others to perform any construction, installation, operation, modification, maintenance, repair, removal or other work that involves heavy equipment or machines except during normal construction hours in accordance with Santa Fe Springs Municipal Code Sections 155.424 and 155.425. The restricted work hours in this condition will not prohibit any work required to prevent an actual, immediate harm to property or persons, or any work during an emergency declared by the City. The Director

or the Director's designee may issue a stop work order for any activity that violates this condition.

- H. *Backup Power; Generators.* After obtaining all necessary permits, the permittee may operate backup power generators only during (1) commercial power outages or (2) for maintenance purposes during normal construction hours in accordance with Santa Fe Springs Municipal Code Sections 155.424 and 155.425. The Director may approve a temporary power source and/or generator in connection with initial construction or major repairs.
- I. *Inspections; Emergencies.* The permittee expressly acknowledges and agrees that the City's officers, officials, staff or other designee may enter onto the site and inspect the improvements and equipment upon reasonable prior notice to the permittee, or at any time during an emergency. The City's officers, officials, staff or other designee may, but will not be obligated to, enter onto the site area without prior notice to support, repair, disable or remove any improvements or equipment in emergencies or when such improvements or equipment threatens actual, imminent harm to property or persons; provided, however, that even in such emergency circumstances, the City shall use reasonable efforts to notify the permittee prior to such entry to the extent practicable under the circumstances. The permittee, if present, may observe the City's officers, officials, staff or other designee while any such inspection or emergency access occurs.
- J. *Permittee's Contact Information.* The permittee shall provide the city with the name, title, direct phone number, mailing address, email address and 24-hour local or toll free contact phone number of the permittee, the owner, the operator and the agent responsible for the maintenance of the facility. Contact information shall be updated within seven (7) days of any change.
- K. *Indemnification.* The applicant, permittee, operator of a facility, and property owner (when applicable) 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 arising from or in any way related to the wireless telecommunications facility, or any actions or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the applicant, permittee, operator of a facility, and property owner of such claim, action or proceeding, and shall cooperate fully in the defense thereof.
- L. *Transfer of Use.* The Department of Planning and Development shall be notified in writing of any transfer or lease of the wireless telecommunications facility. The permittee shall promptly provide a copy of the permit to the transferee or lessee and shall insure that lessee or other user(s) understands and agrees to comply with the terms and conditions of this permit.
- M. *Removal of Discontinued Use.* In the event that the use of a Wireless Telecommunications Facility is discontinued, the permittee shall provide written notice to the Director of its intent to discontinue use sixty (60) days prior to the final day of use. The permittee shall promptly remove the facility, repair any damage to

the premises caused by such removal, and restore the premises to its pre-facility condition so as to be in conformance with all applicable zoning codes at the permittee's expense. All such removal, repair and restoration shall be completed within six (6) months after the use is discontinued, and shall be performed in accordance with all applicable health and safety code requirements.

Additional conditions for wireless telecommunications facilities within the rights-of-way:

- N. *Taxes and assessments.* To the extent taxes or other assessments are imposed by taxing authorities on the use of city property as a result of an applicant's use or occupation of the rights-of-way, the applicant shall be responsible for payment of such taxes, payable annually unless otherwise required by the taxing authority.
- O. *Undergrounded Utilities.* In the event that other public utilities or cable television operators in the public rights-of-way where the permittee's wireless facility is located underground their facilities, the permittee must underground its equipment except the antennas and antenna supports. Such undergrounding shall occur at the permittee's sole cost and expense except as reimbursed pursuant to law.
- P. *Electric Meter Removal.* In the event that the commercial electric utility provider adopts or changes its rules obviating the need for a separate electric meter and enclosure, the permittee on its own initiative and at its sole cost and expense shall apply to the City for permission to remove the separate electric meter and enclosure and restore the affected area to its original condition.
- Q. *Existing infrastructure restoration.*
 - 1. Upon installation of the new work, the contractor shall restore the street and/or alley pavement as required in full and complete compliance with the approved Encroachment Permit and Wireless Telecommunications Facility Permit for use of the public right-of-way, and to the satisfaction of the Director of Public Works.
 - 2. Upon installation of the new work, the contractor shall restore all concrete walks, driveway aprons, and "collector strips" as required in full and complete compliance to the satisfaction of the Director of Public Works.
 - 3. Upon installation of the new work, the contractor shall restore all trees, landscaping, lawns and/or sod strips to the satisfaction of the Director of Public Works.

SECTION 4. Except as amended above, all other provisions of the Land Use Regulations in the Santa Fe Springs Municipal Code shall remain in full force and effect.

SECTION 5. Nothing in this ordinance shall be interpreted to mean that the City's permissive zoning scheme allows any other use not specifically listed therein.

SECTION 6. This Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it can be seen with certainty that there is no possibility that the adoption of an ordinance, in and of itself, will have a significant effect on the environment.

SECTION 7. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining sections or portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 8. To the extent the provisions of the Santa Fe Springs Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 9. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this Ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

SECTION 10. This Ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7 of the California Constitution.

PASSED and ADOPTED this _____ day of _____, 2017, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William K. Rounds
Mayor

ATTEST:

Janet Martinez, CMC
City Clerk



City of Santa Fe Springs

City Council Meeting

September 28, 2017

NEW BUSINESS

Los Nietos Park Activity Center Floor Resurfacing – Authorization to Advertise for Construction Bids

RECOMMENDATION

That the City Council take the following actions:

- Approve the Specifications; and
- Authorize the City Engineer to advertise for construction bids.

BACKGROUND

The Los Nietos Park Activity Center Floor Resurfacing project consists of an overlay of poured-in-place two component abrasion resistant polyurethane top coat (2 mm. thick); self levelling seamless polyurethane wear layer (2-3 mm thick); and polyurethane compound sealer over the existing urethane flooring. The existing flooring will be sanded and cleaned prior to overlay. The existing urethane flooring was re-coated on September 24, 1998. Evidence of deterioration to the existing flooring can be seen throughout the gymnasium.

Prior to the overlay of the new polyurethane surfacing, City forces will have to remove and replace the existing gymnastics floor anchors and remove the existing bleachers.

The estimated construction cost of the Los Nietos Park Activity Center Floor Resurfacing is \$60,000; with removal and replacement of existing gymnastics floor anchors; the removal and re-installation of the bleachers estimated at 10,000. The total project cost including construction, engineering and inspection and contingency is \$106,000. The estimate for the project is derived from the most current cost of similar types of construction projects in the area. The total project cost breakdown is itemized below:

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 60,000
Remove/Replace Floor Anchors and Remove and Re-install Bleachers (City Forces)	\$ 10,000
Engineering (15%)	\$ 10,500
Inspection (15%)	\$ 10,500
Contingency (20%)	\$ 15,000
Total Construction Cost:	\$ 106,000

The project Specifications are complete and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval. A copy of the Plans and Specifications are available for review at the office of the City Clerk.

Report Submitted By: Noe Negrete, Director
Department of Public Works

Date of Report: September 21, 2017

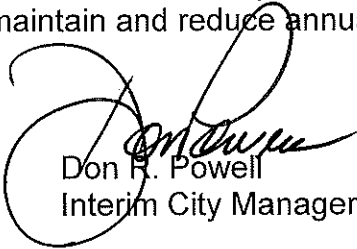
ITEM NO. 12

FISCAL IMPACT

The Los Nietos Park Activity Center Floor Resurfacing is fully funded through the Utility User Tax (UUT) Capital Improvement Project Fund, with a total project budget of \$143,300.

INFRASTRUCTURE IMPACT

The Los Nietos Park Activity Center Floor Resurfacing will have a fresh look of the floor surfacing and will be easier to maintain and reduce annual maintenance cost.



Don R. Powell
Interim City Manager

Attachments:

None



City of Santa Fe Springs

City Council Meeting

September 28, 2017

NEW BUSINESS

Interstate 5 Freeway Widening Water Main Relocation for the Florence Avenue Segment (Phase II) – Contract Change Order No. 1

RECOMMENDATION

That the City Council take the following actions:

- Approve Contract Change Order No. 1 with G.J. Gentry General Engineering, Inc. (GGE), in the amount of \$87,760.85; and
- Authorize the Public Works Director to execute Contract Change Order No. 1.

BACKGROUND

The City Council, at their meeting of April 13, 2017 authorized the City Engineer to award a contract to GGE in the amount of \$647,339.00 for construction services for the Florence Avenue, Phase II Water Main Relocation work in conjunction with the I-5 Freeway Widening Project. As a result of this change order, the total project amount is \$735,099.85.

Contract Change Order No. 1 is a direct result of breaking the project into two phases which will require GGE to leave the project and remobilize back onto the project per Caltrans request and in coordination with Caltrans work. Contract Change Order No. 1 also consists of work to be performed at night, instead of day work as planned, a Caltrans survey bust on Florence Avenue requiring the relocation of a fire hydrant and a 2-inch water service. Furthermore, Caltrans sub-contractors have compromised an Air Relief Valve (ARV) that was constructed during Phase I of the I-5 Widening Florence Segment Water Main Relocation project, GGE services have been requested to make the necessary repairs to the damaged ARV.

FISCAL IMPACT

City of Santa Fe Springs has a Utility Agreement with Caltrans in the amount of \$1,515,000 for the construction work (Phases I & II). The agreement contains a clause that stipulates, "...if the final bill exceeds 125% of the estimated cost of this agreement, an Amended Agreement shall be executed by the parties to this agreement prior to the payment of the OWNER's final bill." Therefore, the maximum reimbursable amount is \$1,893,750 without requesting additional funding from Caltrans. To date, our expenditures for both Phase I and Phase II work (excluding this contract change order request) is approximately \$1,494,735.

INFRASTRUCTURE IMPACT

The relocated water mains and service meters will accommodate the widening of the Interstate 5 Freeway, and provide reduced City water system annual maintenance and operating costs.

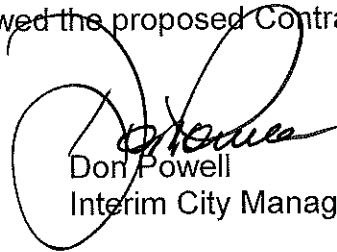
A handwritten signature in blue ink, appearing to be "N", is located above the signature line.

Report Submitted By: Noe Negrete, Director Date of Report: September 21, 2017
Department of Public Works

ITEM NO. 13

LEGAL REVIEW

The City Attorney's Office has reviewed the proposed Contract Change Order No. 1.



Don Powell
Interim City Manager

Attachment:
Contract Change Order No. 1



11710 E. TELEGRAPH ROAD ♦ CA ♦ 90670-3679 ♦ (562) 868-0511 ♦ (562) 868-7112 ♦ WWW.SANTAFESPRINGS.ORG

"A GREAT PLACE TO LIVE, WORK, AND PLAY"

September 20, 2017

G.J. Gentry General Engineering, Inc.
1297 West 9th Street
Upland, CA 91786

Attention: Garrett Gentry, President

Subject: Interstate 5 Freeway Water Main Relocation – Florence Avenue Segment Phase II
Contract Change Order No. 1

Dear Mr. Gentry:

Contract Change Order No. 1 shall constitute full compensation for all the changes associated with Change Order No. 1. Said changes are a result of negotiations between the City and G.J. Gentry General Engineering, Inc. (GGE) for purposes of addressing unforeseen site conditions, value engineering, and requests by Caltrans.

It is proposed that the Contractor perform the following additional work for the subject project:

1. Splitting the Project into Two Phases: The project was bid for the work to be performed continuously. The work consist of one additional mobilization in anticipation of the contractor being requested to leave the project prior to performing the east portion of Phase II work. Compensation for the additional mobilization will be made at the agreed upon lump sum price of **\$40,000.00** including markup. No additional compensation shall be provided.
2. Night Work to Complete the Florence Crossing
The work consist of "*night-work*" to install an 8 inch Ductile Iron Pipe Water Main (DIP) and one 2-inch Copper Water Service (Service) across Florence Avenue. The work requires a full traffic closure on Florence Avenue from Orr and Day heading west to Studebaker Road. The work consists of 117 linear feet of 8-inch DIP, and 115 linear feet of 2 inch services. The night work shall be performed during the hours of 9 p.m. to 5 a.m. during the weekdays. Compensation for the "*night-work*" will be made at the agreed upon lump sum price of **\$22,275.00** including markup. Compensation for the DIP and service will be made per the bid schedule. Five (5) additional Working days will be granted for this work. No additional compensation shall be provided.

WILLIAM K. ROUNDS, MAYOR ♦ JAY SARNO. MAYOR PRO TEM
CITY COUNCIL

RICHARD J. MOORE ♦ JUANITA TRUJILLO ♦ JOE ANGEL ZAMORA
INTERIM CITY MANAGER
DON R. POWELL

3. Relocate one Fire Hydrant and one Water Service:

The work consists of removal and relocation of a fire hydrant, a concrete thrust block, the fire service lateral, the hydrant burry and hydrant, and a 2-inch water service. The removal and relocation of the hydrant run and 2-inch water service is due to Caltrans surveying crew mismarking curb and gutter on the project for the contractor. Compensation for the relocations will be made at the agreed upon lump sum price of **\$5,570.85** including markup. Two (2) additional Working days will be granted for this work. No additional compensation shall be provided.

4. Raise Air Relief Valve at Dollison and Cecilia:

The work consists of removal and relocation of an Air Relief Valve (ARV) that was previously installed by a different contractor during Phase I of the Florence Segment. The ARV is to be relocated and set to the proper elevation, asphalt and trench work are also required to adjust the ARV to grade. The removal and relocation of the ARV are due to Caltrans sub-contractors previously damaging the ARV and while those sub-contractors were conducting repairs the ARV was set to the incorrect final elevation. The sub-contractors that damaged the ARV were not under contract with the City. Compensation for the ARV work will be made at the agreed upon lump sum price of **\$19,915.00** including markup. Two (2) additional Working days will be granted for this work. No additional compensation shall be provided.

The total compensation for Change Order No.1 is **\$87,760.85**. This sum constitutes full compensation, including all markups. A total of **nine (9)** Working days will be granted.

The revised completion date is October 13, 2017 as noted below.

FIRST WORKING DAY.....	August 7, 2017
Working days specified in Contract.....	40 Working Days
ORIGINAL COMPLETION DATE (West Side of the Phase)	October 2, 2017
Administrative Delay.....	0 Working days
Non-working days due to weather delays by previous Change Orders.....	0 Working days
Non-working days due to weather delays by this Change Order.....	0 Working days
Contract Time Extensions by previous Change Orders.....	0 Working days
Contract Time Extensions by this Change Order.....	9 Working days
Total Contract Time Extensions by this and previous Change Orders:	9 Working days
REVISED COMPLETION DATE.....	October 13, 2017

I-5 Freeway Widening Florence Ave Segment (Phase II)
Contract Change Order No. 1
September 20, 2017
Page 3

The Contractor shall sign, date and return this change for final acceptance by the City.

SUBMITTED BY:

CITY OF SANTA FE SPRINGS

ACCEPTED BY:

GJ Gentry General Engineering, Inc.

Frank Beach, Utility Services Manager

Garrett Gentry, President

Date

Date

APPROVED BY:

Noe Negrete, Director of Public Works

Date



City of Santa Fe Springs

City Council Meeting

September 28, 2017

NEW BUSINESS

Greenleaf Avenue Street Rehabilitation - Authorization to Advertise for Construction Bids

RECOMMENDATION

That the City Council take the following actions:

- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

BACKGROUND

The Greenleaf Avenue Street Rehabilitation project limits are from Telegraph Road to Los Nietos Road. The project consists of the removal of existing asphalt concrete pavement surface, reworking the underlying aggregate base and in situ soil materials to provide a firm and stable platform for placing new asphalt concrete pavement thereon using cement treated base (CTB). In addition, the project includes the removal and replacement of curb and gutter, sidewalks and driveways as needed, installation of new traffic signal conduit and pedestrian push buttons at both signalized intersections.

The estimated construction cost of the Greenleaf Avenue Street Rehabilitation project is \$993,000. The total project cost including construction, engineering and inspection, and contingency is \$1,213,300. The estimate is derived from the most current cost of similar street rehabilitation project. The total project cost breakdown is itemized below:

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 993,000
Engineering	\$ 66,000
Inspection (5%)	\$ 55,000
Contingency (10%)	\$ 99,300
Total Construction Cost:	\$ 1,213,300

The project Plans and Specifications are complete and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval. A copy of the project specifications will be on file with the City Clerk.

FISCAL IMPACT

The Greenleaf Avenue Street Rehabilitation project is an approved Capital Improvement Plan (CIP) project with an original budget of \$1,071,600 which is less than the total estimated project cost of \$1,213,300. The original project budget did not include the removal and replacement of traffic signal infrastructure components at both signalized intersections. Staff may recommend an appropriation of funds at the time of Award of Contract if necessary.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

A handwritten signature in blue ink, appearing to be "N. Negrete", is written over the printed name and title.

Date of Report: September 21, 2017

ITEM NO. 14

INFRASTRUCTURE IMPACT

The rehabilitation work will improve the condition of the existing roadway, enhance operational safety and reduce maintenance costs.



Don Powell
Interim City Manager

Attachments:

None



City of Santa Fe Springs

City Council Meeting

September 28, 2017

NEW BUSINESS

Resolutions 9559, PFA-2017-001, WUA-2017-001, and SA-2017-004– Adopting a Debt Management Policy for the City of Santa Fe Springs, the Santa Fe Springs Public Financing Authority, the Santa Fe Springs Water Utility Authority, and the Successor Agency to the Community Development Commission of the City of Santa Fe Springs

RECOMMENDATION

That the City Council Adopt City of Santa Fe Springs Resolution 9559, Santa Fe Springs Public Financing Authority Resolution PFA-2017-001, Santa Fe Springs Water Utility Authority Resolution WUA-2017-001, and Successor Agency Resolution SA-2017-004 Establishing a Debt Management Policy for Each Agency

BACKGROUND AND DISCUSSION

Senate Bill 1029 (SB 1029), which became effective on January 1, 2017, amended California Government Code Section 8855 to add certain regulations related to the issuance and administration of debt by local agencies, including the adoption of a debt policy meeting the requirements set forth in California Government Code Section 8855. This impacts each of the City of Santa Fe Springs, the Santa Fe Springs Public Financing Authority, the Santa Fe Springs Water Utility Authority, and the Successor Agency to the Community Development Commission of the City of Santa Fe Springs (collectively, the Covered Entities).

In connection with the issuance of new debt by any of the Covered Entities, the applicable Covered Entity will need to submit to the California Debt and Investment Advisory Commission (CDIAC) a preliminary report of debt issuance describing the proposing debt to be issued. Part of the preliminary report of debt issuance is a certification that the applicable Covered Entity has adopted a debt policy that meets the requirements of the new legislation. Adoption of the debt policies by the governing bodies of each applicable Covered Entity is required for compliance with the new legislation.

In accordance with Government Code Section 8855, a local debt policy must include all of the following:

- (A) The purposes for which the debt proceeds may be used.
- (B) The types of debt that may be issued.
- (C) The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.
- (D) Policy goals related to the issuer's planning goals and objectives.



City of Santa Fe Springs

City Council Meeting


September 28, 2017

- (E) The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

The proposed debt management policy meets all of these requirements and essentially formalizes and documents the City's current practices.

FISCAL IMPACT

None


Don Powell
Interim City Manager

Attachments:

1. Resolution 9559
2. Resolution PFA-2017-001
3. Resolution WUA-2017-001
4. Resolution SA-2017-004
5. Debt Management Policy

RESOLUTION 9559

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, ADOPTING A DEBT MANAGEMENT POLICY

WHEREAS, pursuant to Senate Bill 1029 ("SB 1029"), which was signed by the California Governor on September 12, 2016, California public agencies that issue debt must adopt debt management policies that meet certain criteria; and

WHEREAS, the City Council wishes to clarify and establish debt management policies to guide the City Manager, Assistant City Manager/Director of Finance & Administrative Services, and other City staff regarding the issuance of City debt; and

WHEREAS, there has been presented to this meeting a proposed form of Debt Management Policy.

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

SECTION 1. The City Council hereby approves and adopts the Debt Management Policy attached hereto as Exhibit A and made a part hereof, as the debt management policy of the City.

SECTION 2. The Debt Management Policy is in addition to and supplements any other legal requirements.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and the same shall take immediate effect.

APPROVED and PASSED this 28TH day of September, 2017.

City of Santa Fe Springs, California

BY: _____

William K. Rounds, Mayor

ATTEST:

City Clerk

RESOLUTION PFA-2017-001

**A RESOLUTION OF THE SANTA FE SPRINGS PUBLIC FINANCING
AUTHORITY, ADOPTING A DEBT MANAGEMENT POLICY**

WHEREAS, pursuant to Senate Bill 1029 ("SB 1029"), which was signed by the California Governor on September 12, 2016, California public agencies that issue debt must adopt debt management policies that meet certain criteria; and

WHEREAS, the Santa Fe Springs Public Financing Authority ("Authority") wishes to clarify and establish debt management policies to guide Authority staff regarding the issuance of City debt; and

WHEREAS, there has been presented to this meeting a proposed form of Debt Management Policy.

NOW, THEREFORE, THE SANTA FE SPRINGS PUBLIC FINANCING
AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Issuance of Authority debt shall be made in accordance with the Debt Management Policy attached hereto as Exhibit A, and made a part hereof.

SECTION 2. The Debt Management Policy is in addition to and supplements any other legal requirements.

SECTION 3. The Secretary shall certify to the passage and adoption of this resolution and the same shall take immediate effect.

APPROVED and PASSED this 28TH day of September, 2017.

Santa Fe Springs Public Financing
Authority

BY: _____
William K. Rounds, Chair

ATTEST:

Secretary

RESOLUTION WUA-2017-001

**A RESOLUTION OF THE SANTA FE SPRINGS WATER UTILITY
AUTHORITY, ADOPTING A DEBT MANAGEMENT POLICY**

WHEREAS, pursuant to Senate Bill 1029 ("SB 1029"), which was signed by the California Governor on September 12, 2016, California public agencies that issue debt must adopt debt management policies that meet certain criteria; and

WHEREAS, the Santa Fe Springs Water Utility Authority ("Authority") wishes to clarify and establish debt management policies to guide Authority staff regarding the issuance of City debt; and

WHEREAS, there has been presented to this meeting a proposed form of Debt Management Policy.

NOW, THEREFORE, THE SANTA FE SPRINGS WATER UTILITY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Issuance of Authority debt shall be made in accordance with the Debt Management Policy attached hereto as Exhibit A, and made a part hereof.

SECTION 2. The Debt Management Policy is in addition to and supplements any other legal requirements.

SECTION 3. The Secretary shall certify to the passage and adoption of this resolution and the same shall take immediate effect.

APPROVED and PASSED this 28TH day of September, 2017.

Santa Fe Springs Water Utility Authority

BY: _____
William K. Rounds, Chair

ATTEST:

Secretary

RESOLUTION SA-2017-004

**THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, ACTING
AS THE SUCCESSOR AGENCY TO THE COMMUNITY
DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS,
ADOPTING A DEBT MANAGEMENT POLICY**

WHEREAS, pursuant to Senate Bill 1029 ("SB 1029"), which was signed by the California Governor on September 12, 2016, California public agencies that issue debt must adopt debt management policies that meet certain criteria; and

WHEREAS, the Successor Agency to the Community Development Commission of the City of Santa Fe Springs wishes to clarify and establish debt management policies to guide City staff, in their capacities as staff of the Successor Agency, regarding the issuance of Successor Agency debt; and

WHEREAS, there has been presented to this meeting a proposed form of Debt Management Policy.

NOW, THEREFORE, THE CITY COUNCIL, ACTING AS SUCCESSOR AGENCY HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves and adopts the Debt Management Policy attached hereto as Exhibit A and made a part hereof, as the debt management policy of the Successor Agency.

SECTION 2. The Debt Management Policy is in addition to and supplements any other legal requirements.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and the same shall take immediate effect.

APPROVED and PASSED this 28TH day of September, 2017.

BY: _____
William K. Rounds, Chair

ATTEST:

City Clerk

**CITY OF SANTA FE SPRINGS, SANTA FE SPRINGS PUBLIC FINANCING
AUTHORITY, SANTA FE SPRINGS WATER UTILITY AUTHORITY, AND THE
SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF SANTA FE SPRINGS**

DEBT MANAGEMENT POLICY

Adopted on September 28, 2017

This Debt Management Policy (the "Debt Policy") establishes the parameters within which debt may be issued and administered by the City of Santa Fe Springs (the "City"), the Santa Fe Springs Public Financing Authority, the Santa Fe Springs Water Utility Authority, and the Successor Agency to the Community Development Commission of the City of Santa Fe Springs (collectively, the "Covered Entities"). Additionally, these policies apply to debt issued by a Covered Entity on behalf of assessment, community facilities, or other special districts, and conduit-type financing by a Covered Entity for multifamily housing or industrial development projects.

The Debt Policy may be utilized by staff of the Covered Entities and may be amended by the governing board of the applicable Covered Entity as it deems appropriate from time to time in the prudent management of the debt and capital financing needs of the Covered Entities.

PURPOSE:

This Debt Policy is intended to comply with Government Code Section 8855(i), effective on January 1, 2017, and shall govern all debt undertaken by a Covered Entity.

The Covered Entities hereby recognize that a fiscally prudent debt policy is required in order to:

- Maintain the Covered Entities' sound financial position.
- Ensure the Covered Entities have the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the Covered Entities' credit-worthiness.
- Ensure that all debt is structured in order to protect both current and future taxpayers, ratepayers and constituents of the Covered Entities.
- Ensure that the Covered Entities' debt is consistent with their planning goals and objectives and capital improvement program or budget, as applicable.

POLICY

Purposes for Which Debt May Be Issued

1. Long-Term Debt. Long-term debt may be issued to finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the City.
 - 1.1. Long-term debt financings are appropriate when the following conditions exist:
 - When the project to be financed is necessary to provide basic services.
 - When the project to be financed will provide benefit to constituents over multiple years.
 - When total debt does not constitute an unreasonable burden to the Covered Entities and the City's taxpayers and/or ratepayers, as applicable.
 - When the debt is used to refinance outstanding debt in order to produce debt service savings or to realize the benefits of a debt restructuring.
 - 1.2. Long-term debt financings will not generally be considered appropriate for current operating expenses and routine maintenance expenses.
 - 1.3. The Covered Entities may use long-term debt financings subject to the following conditions:
 - The project to be financed must be approved by the governing board of the Covered Entity.
 - The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project to be financed by more than 20%.
 - The Covered Entity estimates that sufficient revenues will be available to service the debt through its maturity.
 - The Covered Entity determines that the issuance of the debt will comply with the applicable state and federal law.
2. Short-term debt. Short-term debt may be issued to provide financing for the Covered Entities' operational cash flows in order to maintain a steady and even cash flow balance. Short-term debt may also be used to finance short-lived capital projects; for example, the Covered Entities may undertake lease-purchase financing for equipment.
3. Financings on Behalf of Other Entities. The Covered Entities may also find it beneficial to issue debt on behalf of other governmental agencies or private third parties in order to further the public purposes of Covered Entities. In such cases, the Covered Entities shall take reasonable steps to confirm the financial feasibility of the project to be financed and the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein.

Types of Debt

For purposes of this Debt Policy, "debt" shall be interpreted broadly to mean bonds, notes, certificates of participation, financing leases, or other financing obligations, but the use of such term in this Debt Policy shall be solely for convenience and shall not be interpreted to characterize any such obligation as an indebtedness or debt within the meaning of any statutory or constitutional debt limitation where the substance and terms of the obligation comport with exceptions thereto.

The following types of debt are allowable under this Debt Policy:

- General obligation bonds (GO Bonds)
- Bond or grant anticipation notes (BANs)
- Lease revenue bonds, certificates of participation (COPs) and lease-purchase transactions
- Other revenue bonds and COPs
- Tax and revenue anticipation notes (TRANS)
- Land-secured financings, such as special tax revenue bonds issued under the Mello-Roos Community Facilities Act of 1982, as amended, and limited obligation bonds issued under applicable assessment statutes
- Tax increment financing to the extent permitted under State law
- Conduit financings, such as financings for affordable rental housing and qualified 501(c)(3) organizations

The governing body may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of this Debt Policy.

Relationship of Debt to Capital Improvement Program and Budget

The City and Covered Entities are committed to long-term capital planning. The City and Covered Entities intend to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the capital budget and the capital improvement plan.

The City and Covered Entities shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The City and Covered Entities shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear.

The Covered Entities shall integrate their debt issuances with the goals of the capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of their public purposes.

The Covered Entities shall seek to avoid the use of debt to fund infrastructure and facilities improvements in circumstances when the sole purpose of such debt financing is to reduce annual budgetary expenditures.

The Covered Entities shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

Policy Goals Related to Planning Goals and Objectives

The City and Covered Entities are committed to long-term financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The Covered Entities intend to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the annual operations budget.

It is a policy goal of the City and the Covered Entities to protect taxpayers, ratepayers (if applicable) and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The City and the Covered Entities will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

When refinancing debt, it shall be the policy goal of the Covered Entities to realize, whenever possible, and subject to any overriding non-financial policy considerations, (i) minimum net present value debt service savings equal to or greater than 3.0% of the refunded principal amount, and (ii) present value debt service savings equal to or greater than 100% of any escrow fund negative arbitrage.

E. Internal Control Procedures

When issuing debt, in addition to complying with the terms of this Debt Policy, the Covered Entities shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

Without limiting the foregoing, the Covered Entities will periodically review the requirements of and will remain in compliance with the following:

- Any continuing disclosure undertakings entered into by the Covered Entities in accordance with SEC Rule 15c2-12.
- Any federal tax compliance requirements, including, without limitation, arbitrage and rebate compliance.
- Investment policies as they relate to the use and investment of bond proceeds.

It is the policy of the Covered Entities that proceeds of debt are spent only on lawful and intended uses. Proceeds of debt will be held either (a) by a third-party trustee or fiscal agent, which will disburse such proceeds to or upon the order of the Covered Entities upon the submission of one or more written requisitions by the City Manager/Executive Director or Finance Director, or his or her written designee, or (b) by the Covered Entity, to be held and accounted for in a separate fund or account, the expenditure of which will be carefully documented by the Covered Entity.



City of Santa Fe Springs

City Council Meeting

September 28, 2017

PROCLAMATION

Proclamation declaring October 4, 2017 as "Walk to School Day" in the City of Santa Fe Springs

RECOMMENDATION

That the City Council proclaim October 4, 2017 as "Walk to School Day" in the City of Santa Fe Springs.

BACKGROUND

Walk to School Day is an annual one-day event aimed at building awareness for the need for walkable communities. The event promotes and celebrates safety by teaching children and adults the importance of safe walking; it promotes healthier habits by encouraging children to walk to school more often (walking incorporates the regular physical activity they need each day which helps them build strong bones, muscles and joints, and it decreases the risk of obesity); the event promotes a cleaner environment; and most importantly in brings the community together.

Walk to School Day began in 1997 as a simple idea – children and parents, school and local officials walking to school together on a designated day. It is an energizing event, reminding everyone of the simple joy of walking to school, the health benefits of regular daily activity, and the need for safe places to walk and bike.

Last year, as part of our Health & Wellness Initiative, the City of Santa Fe Springs partnered with Jersey and Rancho Santa Gertrudes Schools to pilot the first Walk to School Day in Santa Fe Springs. Over 250 5th and 6th graders, teachers, parent volunteers, and staff participated in the event. It turned out to be a very successful program. Therefore, this year we are expanding to include two more elementary schools – Cresson and Lakeview. This year, Walk to School Day will take place on October 4, 2017 and we will proudly escort close to 400 5th and 6th grade students to their schools. As a Healthy Eating Active Living City (HEAL), this event educates and empowers the community to improve and maintain overall health and well-being and to advocate for a healthy community culture.

The Mayor may wish to call upon Maritza Sosa-Nieves, Management Assistant, to assist with the presentation.


Don R. Powell
Interim City Manager

Attachment

(Proclamation – Walk to School Day)

WHEREAS, a lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routine.

WHEREAS, driving students to school by private vehicle contributes to traffic congestion and air pollution.

WHEREAS, an important role for parents, caregivers, and educators is to teach children about pedestrian safety and become aware of the difficulties and dangers that children face on their trip to school each day and the health and environmental risks related to physical inactivity and air pollution.

WHEREAS, community members and leaders should make a plan to make changes to enable children to safely walk and bicycle in our communities and develop a list of suggestions for improvements that can be done over time.

WHEREAS, children, parents, community leaders, teachers, and Law Enforcement around the world are joining together to walk to school to raise awareness for the need for walkable communities.

NOW, THEREFORE, be it resolved that I, William K. Rounds, Mayor of the City of Santa Fe Springs, proclaim October 4, 2017 as

"Walk to School Day"

in the City of Santa Fe Springs and encourage everyone to consider the safety and health of children today and every day.

DATED this 28 day of September 2017



City of Santa Fe Springs

City Council Meeting

September 28, 2017

PROCLAMATION

Proclamation declaring October 2017 as "Breast Cancer Awareness Month" in Santa Fe Springs

RECOMMENDATION

That the City Council proclaim the month of October 2017 as "Breast Cancer Awareness Month" in Santa Fe Springs.

BACKGROUND

October is recognized as National Breast Cancer Awareness Month (NBCAM), an international health campaign organized by major breast cancer charities to increase awareness of the disease and to raise funds for research into its cause, prevention, diagnosis, treatment and cure. In 1985 the American Cancer Association spearheaded the movement with the creation of NBCAM specifically to promote mammography as the most effective weapon in the fight against breast cancer.

According to the American Cancer Society, breast cancer is the second leading cause of death in women. Approximately 1 in 8 women born in the United States will get breast cancer at some point in their lives. The good news is that if detected early, breast cancer is highly treatable. When breast cancer is detected early, and it is localized, the 5-year relative survival rate is 100%. In addition steps can be taken to reduce the risk of breast cancer including: maintaining a healthy weight, staying physically active, eating fruits and vegetables, abstaining from smoking and limiting alcohol consumption.

This October, the City of Santa Fe Springs is proud to participate in the National Breast Cancer Awareness Month. The City will partner with the Abigail Barraza Foundation (ABF) to kick off Breast Cancer Awareness Month in Santa Fe Springs by "Painting the Town Pink." This is the 12th year anniversary of the Abigail Barraza Foundation and to celebrate, we will collaborate with ABF to host a Fashion Friday event.

Fashion Friday will take place on Friday, October 20, 2017 from 5:00 p.m. – 10:00 p.m. at the Town Center Plaza. This year's event revolves around a fashion show and will also have vendors selling clothes and food in support of breast cancer awareness. This event is free to the public and open to all ages.

The Mayor may wish to call upon Adam Matsumoto, Parks & Recreation Services Manager, to assist with the presentation.

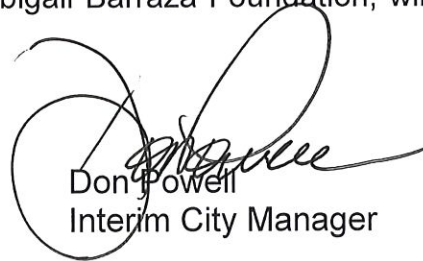


City of Santa Fe Springs

City Council Meeting

September 28, 2017

Monique Barraza, Director of the Abigail Barraza Foundation, will also be present to accept the proclamation.


Don Powell
Interim City Manager

Attachment:

Proclamation – Breast Cancer Awareness Month

WHEREAS, the month of October is National Breast Cancer Awareness Month, a national campaign dedicated to increasing breast cancer awareness, share information regarding the disease, and educate the public about the importance of early detection; and

WHEREAS, early detection is key in the treatment of breast cancer; if found and treated in the early stages, survival rate is 98.5%; and

WHEREAS, steps such as maintaining a healthy weight, staying physically active, eating fruits and vegetables, abstaining from smoking and limiting alcohol consumption can reduce the risk of breast cancer; and

WHEREAS, the City of Santa Fe Springs is proud to partner with the Abigail Barraza Foundation to kick off Breast Cancer Awareness Month in Santa Fe Springs by Painting the Town Pink;

WHEREAS, this October, the City of Santa Fe Springs celebrates the progress and advancements that have been made due to this national campaign;

NOW, THEREFORE, be it resolved that I, William K. Rounds, Mayor of the City of Santa Fe Springs, proclaim October 2017 as

“Breast Cancer Awareness Month”

in the City of Santa Fe Springs, and encourage all citizens to educate themselves about this disease and spread the word about the importance of mammograms for early breast cancer detection. Furthermore, I call upon all community members to get involved and help increase breast cancer awareness by wearing pink this month or displaying a pink ribbon.



City of Santa Fe Springs

City Council Meeting

September 28, 2017

PRESENTATION

Proclaiming the Month of October 2017 as "Community Planning Month."

RECOMMENDATION: That the City Council:

- Proclaim the month of October 2017 as "Community Planning Month" in Santa Fe Springs.

BACKGROUND

Each year the American Planning Association, its members, chapters, divisions and professional institute sponsor National Community Planning Month to raise visibility of the important role of planners and planning in communities across the United States. It is also a way to celebrate the benefits of planning within our communities. This year's theme *Innovation in Planning*, underscores the important role planning plays in addressing and adapting to the challenges faced by communities in the 21st century. Innovation in Planning can be everything, from using data sources and technology to address issues including inequality, access to transportation and social mobility, to celebrating new approaches to creating communities of lasting value.

The way a community is planned, from land development, transportation options, or community design, impacts the individual's living there. Planners, working with policy makers, public health professionals, environmental health scientists, transportation engineers, educators and other community members, can work to create healthier communities, eliminating adverse conditions and building better places.

The Mayor may wish to call upon Wayne M. Morrell, Director of Planning, to receive the proclamation.

Don R. Powell
Interim City Manager

Attachments:
Proclamation

***WHEREAS**, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and*

***WHEREAS**, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and*

***WHEREAS**, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and*

***WHEREAS**, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and*

***WHEREAS**, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of Planning Commission and other citizen planners who have contributed their time and expertise to the improvement of the City of Santa Fe Springs; and*

***WHEREAS**, we recognize the many valuable contributions made by the Planning Department of the City of Santa Fe Springs and extend our heartfelt thanks for the continued commitment to public service by these professionals; and*

***NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Santa Fe Springs, hereby proclaim the month of October 2017 as*

“Community Planning Month”

Adopted this 28th day of September, 2017.



City of Santa Fe Springs

City Council Meeting

September 28, 2017

PROCLAMATION

Proclaiming October 8 -14, 2017 "Fire Prevention Week"

RECOMMENDATION

It is requested that the Mayor proclaim the week of October 8, 2017 "Fire Prevention Week".

BACKGROUND

Since 1922, Fire Prevention Week has been celebrated in October. Originally, Fire Prevention Week was established to commemorate the Great Chicago Fire in 1871 that tragically took over 250 lives and burned over 17,400 structures. In 1962, the focus of Fire Prevention week changed, and henceforth has been observed to remind the public of the importance of fire prevention.

Each year, people are injured and killed in fire related accidents and disasters. These injuries, deaths and loss of property can be reduced and even prevented by making our homes safe from fire.

The Department of Fire Rescue encourages everyone to take personal steps in identifying ways to keep your homes and workplace fire safe. Fire Prevention Week also serves as a reminder to practice your home fire escape plan and to make sure your smoke detectors are under ten years old and functioning properly.

The theme for Fire Prevention Week 2017 is "Every Second Counts – Plan 2 Ways Out." This year's theme reinforces the importance of why everyone needs to have a home escape plan.

Below are some tips on how to make a Home Fire Escape Plan:

- Draw a map of your home and review it with all members of your household, marking two exits from each room and a path to the outside from each exit.
- Practice your home fire drill twice a year. Conduct one at night and one during the day with everyone in your home, and practice using different ways out.
- Teach children how to escape on their own in case you can't help them.
- Make sure the street number for your home is clearly marked and easy for the fire department to find.
- Close doors behind you as you leave – this may slow the spread of smoke, heat, and fire.
- Once you get outside, stay outside. Never go back inside a burning building.



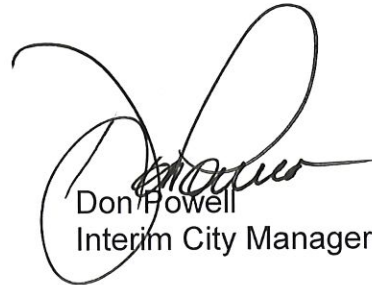
City of Santa Fe Springs

City Council Meeting

September 28, 2017

As a reminder, the City Council is assisting the residents of Santa Fe Springs in being fire safe by providing one free smoke detector to each Santa Fe Springs residence. Smoke detectors will be available at Santa Fe Springs Headquarters Fire Station and during the Fire Department Open House at Station Four scheduled for Sunday, October 15, 2017.

The Mayor may wish to call upon Fire Chief Mike Crook to assist with the presentation of the proclamation.



Don Powell
Interim City Manager

Attachment(s)

2017 Fire Prevention Week Proclamation
Home Fire Escape Plan Guide

WHEREAS, the City of Santa Fe Springs Department of Fire-Rescue has been committed to ensuring the safety and security of all those living, working and passing through our City daily for over 59 years; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, cooking is the leading cause of fires and home fire injuries, while heating equipment and smoking are the leading cause of home fire deaths; and

WHEREAS, the Santa Fe Springs Department of Fire-Rescue is responsive to public education measures and dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education, as it has been found residents who have planned and practiced a home escape plan will be more likely to survive a fire; and

WHEREAS, the 2017 Fire Prevention Week serves to remind us all of simple actions we can take to stay safer from fire during Fire Prevention Week and year-round.

NOW, THEREFORE, be it resolved that I, William K. Rounds, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim October 8-14, 2017 as Fire Prevention Week in the City of Santa Fe Springs, and urge all people to protect their homes and families by heeding the important safety messages of Fire Prevention Week 2017, and to support the public safety activities and efforts of the City's fire and emergency services.

Dated this 28th day of September 2017

William K. Rounds, Mayor

ATTEST:

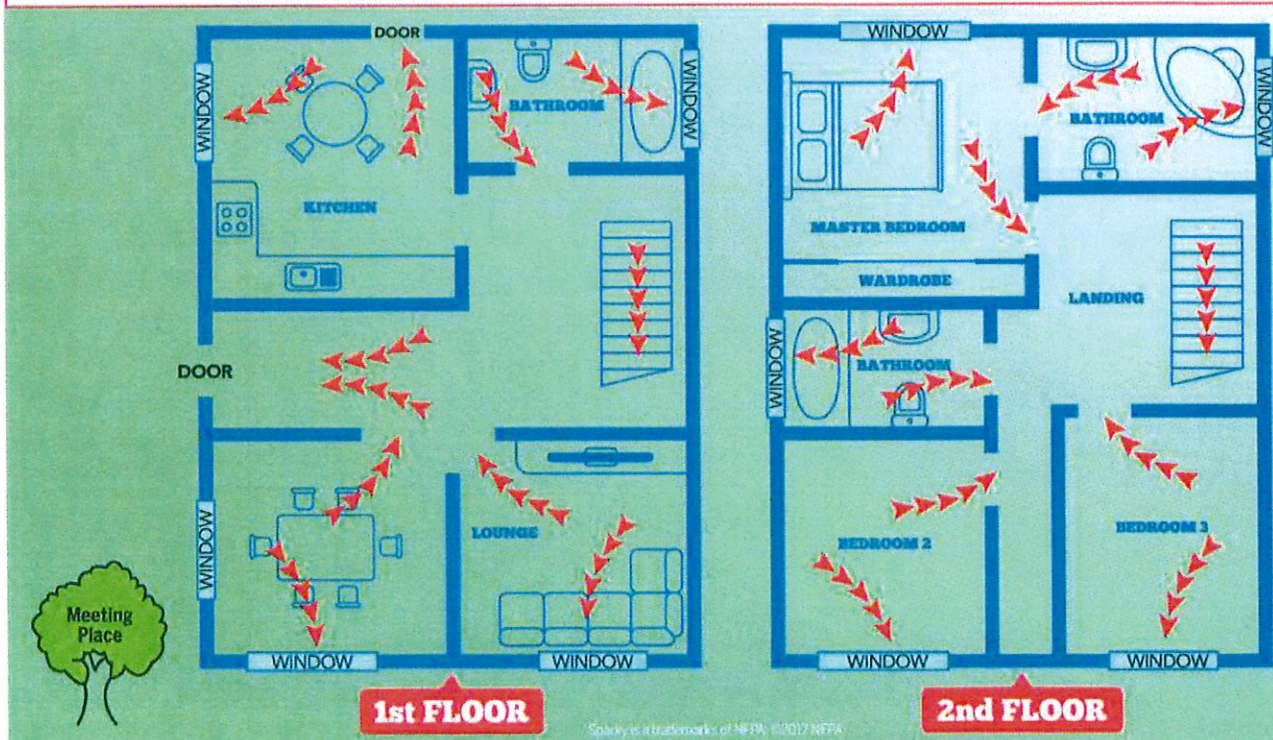
Janet Martinez, City Clerk

How to make a Home Fire Escape Plan

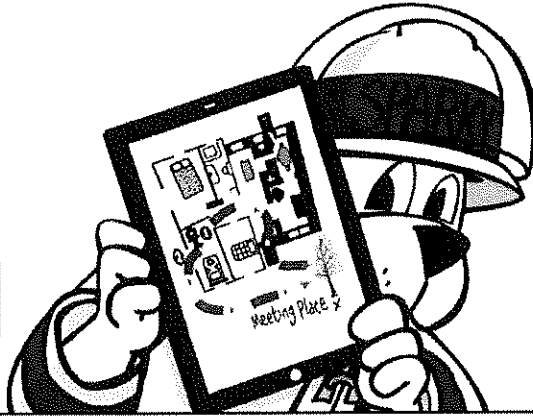


The Official Sponsor of The
American Red Cross

- ☐ Draw a map of your home. Show all doors and windows.
- ☐ Visit each room. Find two ways out.
- ☐ All windows and doors should open easily. You should be able to use them to get outside.
- ☐ Make sure your home has smoke alarms. Push the test button to make sure each alarm is working.
- ☐ Pick a meeting place outside. It should be in front of your home. Everyone will meet at the meeting place.
- ☐ Make sure your house or building number can be seen from the street.
- ☐ Talk about your plan with everyone in your home.
- ☐ Learn the emergency phone number for your fire department.
- ☐ Practice your home fire drill!
- ☐ Make your own home fire escape plan using the grid provided on page 2.



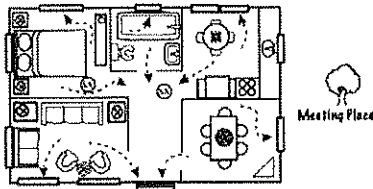
How to make a Home Fire Escape Plan



Memorize your fire department's emergency phone number and write it below:



The Official Sponsor of Fire
Prevention Week Since 1922



- Draw a floor plan or a map of your home. Show all **doors** and **windows**.
- Mark **two ways out** of each room.
- Mark all of the **smoke alarms** with (SA). Smoke alarms should be in each sleeping room, outside each sleeping area, and on every level of the home.
- Pick a family **meeting place** outside where everyone can meet.
- Remember, **practice** your plan at least **twice a year**!

This image shows a full page of blank graph paper. The grid consists of small, equal-sized squares formed by thin black lines. There are 20 columns and 20 rows of squares, creating a total of 400 square units. The grid covers the entire area of the page, leaving no margins or additional markings.

Grown-ups: Children don't always wake up when the smoke alarm sounds. Know what your child will do before a fire occurs.

Get more information on smoke alarms and escape planning at www.nfpa.org/factsheets.

Sparky is a trademarks of NFPA ©2017 NFPA



City of Santa Fe Springs

City Council Meeting

September 12, 2017

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	3	Moore
Beautification	1	Rounds
Beautification	3	Sarno
Beautification	1	Trujillo
Family & Human Services	1	Moore
Historical	1	Rounds
Historical	3	Sarno
Historical	3	Trujillo
Historical	3	Zamora
Parks & Recreation	2	Sarno
Parks & Recreation	1	Zamora
Senior Citizens	3	Moore
Senior Citizens	1	Rounds
Senior Citizens	1	Sarno
Senior Citizens	4	Trujillo
Senior Citizens	1	Zamora
Sister City	3	Rounds
Sister City	4	Sarno
Sister City	3	Trujillo
Sister City	2	Zamora
Youth Leadership	2	Trujillo
Youth Leadership	1	Moore

Applications Received: Bernardo Landin

Recent Actions: Karla Cardenas and Jazmine Duque appointed to the Youth Leadership Committee.

Don Powell
Interim City Manager

Attachments:
Committee Lists
Prospective Members

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Rudy Legarreta Jr.

Dolores Romero

Lydia Gonzalez

Planning Commission

Senior Citizens Advisory

Frank Aguayo Sr.

Sister City

Traffic Commission

Youth Leadership

Bernardo Landin

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	(18)
	Vacant	
	Vacant	
	Guadalupe Placencia	(19)
	Vacant	
Zamora	Mary Reed	(18)
	Charlotte Zevallos	(18)
	Doris Yarwood	(18)
	Vada Conrad	(19)
	Joseph Saiza	(19)
Rounds	Sadie Calderon	(18)
	Rita Argott	(18)
	Mary Arias	(19)
	Marlene Vernava	(19)
	Vacant	
Sarno	Vacant	
	Irene Pasillas	(18)
	Vacant	
	May Sharp	(19)
	Vacant	
Trujillo	Mary Jo Haller	(18)
	Nora Walsh	(18)
	Margaret Bustos*	(18)
	Vacant	

**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 5:45 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	Vacant	
	Martha Villanueva	(18)
	Margaret Bustos*	(18)
Zamora	Gaby Garcia	(18)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
Rounds	Annette Rodriguez	(18)
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
Sarno	Debbie Belmontes	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
Trujillo	Dolores H. Romero*	(18)
	Laurie Rios	(18)
	Bonnie Fox	(19)

Organizational Representatives: Nancy Stowe
(Up to 5) 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	Laurie Rios	6/30/2019
Zamora	Larry Oblea	6/30/2019
Rounds	Pauline Moore	6/30/2019
Sarno	Francis Carbajal	6/30/2019
Trujillo	Amparo Oblea	6/30/2019

Committee Representatives

Beautification Committee	Charlotte Zevallos	6/30/2019
Historical Committee	Sally Gaitan	6/30/2019
Planning Commission	Gabriel Jimenez	6/30/2019
Chamber of Commerce	Debbie Baker	6/30/2019

Council/Staff Representatives

Council Liaison	Richard Moore
Council Alternate	Jay Sarno
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	(18)
	Tony Reyes	(18)
	Amparo Oblea	(19)
	George Felix, Jr.	(19)
Zamora	Vacant	
	Vacant	
	Vacant	
	Larry Oblea	(18)
Rounds	Vacant	
	Linda Vallejo	(18)
	Mark Scoggins*	(19)
	Janice Smith	(19)
Sarno	Vacant	
	Vacant	
	Vacant	
	Sally Gaitan	(19)
Trujillo	Vacant	
	Vacant	
	Merrie Hathaway	(19)
	Vacant	

**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	(18)
	Adrian Romero	(19)
	William Logan	(19)
	Ralph Aranda	(19)
	Kurt Hamra	(19)
Zamora	Michael Givens	(18)
	Ruben Gonzalez	(18)
	Frank Aguayo, Sr.	(18)
	Sally Gaitan	(19)
	Vacant	
Rounds	Kenneth Arnold	(18)
	Mary Anderson	(18)
	Johana Coca*	(18)
	Tim Arnold	(19)
	Mark Scoggins*	(19)
Sarno	Vacant	(18)
	Debbie Belmontes	(18)
	Lisa Garcia	(19)
	Vacant	(18)
	David Diaz-Infante	(19)
Trujillo	Dolores Romero	
	Andrea Lopez	(18)
	Lydia Gonzalez	
	Anthony Ambris	(19)
	Arcelia Miranda	(19)

**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	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Johnny Hernandez	6/30/2020

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

Rounds

Ralph Aranda

Sarno

John Mora

Trujillo

Frank Ybarra

Zamora

Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 9:30 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	Vacant	
	Vacant	
	Paul Nakamura	(18)
	Astrid Shesterkin	(19)
	Vacant	
Zamora	Dolores Duran	(18)
	Elena Lopez Armendariz	(18)
	Rebecca Lira	(18)
	Amelia Acosta	(19)
	Vacant	
Rounds	Vacant	
	Bonnie Fox	(18)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
Sarno	Yoko Nakamura	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
	Vacant	
	Vacant	
Trujillo	Vacant	
	Vacant	
	Vacant	
	Margaret Bustos*	(19)
	Vacant	

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:45 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	(18)
	Laurie Rios	(18)
	Mary K. Reed	(19)
	Peggy Radoumis	(19)
	Francis Carbajal	(19)
Zamora	Charlotte Zevallos	(18)
	Josefina Canchola	(19)
	Vacant	
	Doris Yarwood	(19)
	Vacant	
Rounds	Manny Zevallos	(18)
	Susan Johnston	(18)
	Vacant	
	Vacant	
	Vacant	
Sarno	Jeannette Wolfe	(18)
	Vacant	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Vacant	(18)
	Andrea Lopez	(18)
	Vacant	
	Marcella Obregon	(19)
	Vacant	(18)

**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

Bryan Collins

Rounds

Johana Coca

Sarno

Alma Martinez

Trujillo

Vacant

Zamora

Nancy Romo

*Albert Hayes removed on 7/19/17