



AGENDA

REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

**September 13, 2018
6:00 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

1. CALL TO ORDER

2. ROLL CALL

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

HOUSING SUCCESSOR

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 City Council.

Minutes of the August 9, 2018 Housing Successor Meeting

Recommendation: That the Housing Successor:

- Approve the minutes as submitted.

NEW BUSINESS

4. Resolution No. HS-2018-001 – Authorizing the Purchase and Sales Agreement for property located at 9735 Bartley Avenue (APN: 8006-022-900), in the R-1, Single-Family Residential Zone

Recommendation: That the Housing Successor:

- Adopt Resolution HS-2018-001, approving the Purchase and Sales Agreement, Escrow Instructions and appurtenant documents, for the single-family dwelling at 9735 Bartley Avenue (APN: 8006-022-900); and
- Authorize the Mayor or designee to execute all documents needed to effectuate the sale of the property.

SUCCESSOR AGENCY

5. 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.

Minutes of the August 9, 2018 Successor Agency Meeting

Recommendation: That the Successor Agency:

- Approve the minutes as submitted.

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.

Minutes of the August 9, 2018 Regular City Council Meeting

Recommendation: That the City Council:

- Approve the minutes as submitted.

PUBLIC HEARING

7. Resolution No. 9602 – Approval of Residential Street Concrete Sidewalk Improvement Project Proposed for FY 2018/19 Community Development Block Grant (CDBG) Funding

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9602 certifying that the City is in conformance with the FY 2018/19 (CDBG) Funding requirements; and
- Authorize the City Manager to submit the Residential Street Concrete Sidewalk Improvements Project to the Los Angeles County Community Development Commission for approval.

UNFINISHED BUSINESS

8. Custodial Services Contract – Status Update

Recommendation: This report is for informational purposes only.

NEW BUSINESS

9. Approval of Volunteer Services Agreement between the City of Santa Fe Springs and Horrigan Cole Enterprises, Inc. dba Cole Vocational Services

Recommendation: That the City Council:

- Approve a 9-month volunteer services agreement between the City of Santa Fe Springs and Horrigan Cole Enterprises, Inc. dba Cole Vocational Services.

10. Award of Contract – Further Evaluation of a Community Revitalization and Investment Authority (CRIA), Including a Summary of Strategic Advantages and Disadvantages of Forming an Enhanced Infrastructure Financing District (EIFD) in Comparison to a CRIA

Recommendation: That the City Council:

- Appropriate \$15,000 from the Unassigned General Fund Reserve to Activity #9007-4400
- Award a contract to Kosmont and Associates, Inc., in an amount not to exceed \$15,000; and
- Authorize the Mayor or designee to execute an Agreement with Kosmont and Associates, Inc., for further evaluation of a Community Revitalization and Investment Authority (CRIA) including a summary of strategic advantages and disadvantages of forming an Enhanced Infrastructure Financing District (EIFD) in comparison to a CRIA.

11. Award of Contract for the Audio and Visual System Renovations of the Gus Velasco Neighborhood Center

Recommendation: That the City Council:

- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$72,178.87 to Vertex AV to renovate the audio and visual

system at the Gus Velasco Neighborhood Center.

- Authorize the Director of Finance and Administrative Services to transfer \$11,046 from a previous Capital Improvement Project – TCH/Audio Visual System Replacement into the GVNC A/V System Replacement Project.

12. BNSF Railway Company Roadway Surfacing Agreement

Recommendation: That the City Council:

- Authorize the Mayor to execute a Roadway Surfacing Agreement with Burlington Northern Santa Fe Railway Company (BNSF).

13. City-Wide Striping 2018 – 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.

14. Resolution No. 9603 – Request for No Stopping Any Time Parking Restriction and Tow-Away Zone at 13250 Arctic Circle and 13325 Molette Street

Recommendation: That the City Council:

- Adopt Resolution No. 9603, which would prohibit the parking and stopping of vehicles on the south side of Arctic Circle from Molette Street to a point 1,020 feet west of Molette Street and on the north side of Molette Street from Arctic Circle to a point 1,220 feet west of Arctic Circle and implement a tow-away zone within the same limits for vehicles that violate the restriction.

CLOSED SESSION

15. REAL PROPERTY NEGOTIATIONS

(Pursuant to California Government Code Section 54956.8)

Property: APN: 8009-007-915 for the property located at the southwest corner of Telegraph Road and Norwalk Boulevard

Agency Negotiator: City Manager, City Attorney, Finance Director and Planning Director

Negotiation Parties: SFS Hospitality

Under Negotiation: Price and Terms for the Sale of Property

Please note: Item Nos. 16 – 25, will commence at the 7:00 p.m. hour.

16. INVOCATION

17. PLEDGE OF ALLEGIANCE

18. INTRODUCTIONS

- Representatives from the Chamber of Commerce

19. ANNOUNCEMENTS

20. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

21. PRESENTATIONS

- a. Presentation - Relay for Life
- b. Presentation to Cherie Blake upon her Retirement
- c. Proclamation Declaring September 14, 2018 as the City of Santa Fe Springs 2018 Fiestas Patrias Cultural Celebration
- d. Proclaiming September 2018 as Blood Cancer Awareness Month

22. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Advisory Committee Appointments

23. 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.

24. COUNCIL COMMENTS

25. 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 6, 2018
Date

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



City of Santa Fe Springs

Housing Successor

September 13, 2018

NEW BUSINESS

Resolution No. HS-2018-001 – Authorizing the Purchase and Sales Agreement for property located at 9735 Bartley Avenue (APN: 8006-022-900), in the R-1, Single-Family Residential, Zone.

RECOMMENDATIONS: That the Housing Successor take the following action:

- Adopt Resolution HS-2018-001, approving the Purchase and Sales Agreement, Escrow Instructions and appurtenant documents, for the single-family dwelling at 9735 Bartley Avenue (APN: 8006-022-900); and
- Authorize the Mayor or designee to execute all documents needed to effectuate the sale of the property.

BACKGROUND

The subject property, located at 9735 Bartley Avenue, is an 818 sq. ft., single-family dwelling, with two-bedrooms, a one-car garage, and an unenclosed patio. The Community Development Commission (CDC) acquired the property, in an "As is" condition, in May 2011, using funds from the Low and Moderate Income Housing Funds (LMIHF). The CDC subsequently rehabilitated the property, between acquisition cost and rehabilitation cost, expended in excess of \$417,000. Under the City's Housing Acquisition and Rehabilitation Program (HARP), the property was made available for sale to an income-eligible low or moderate-income, household.

An income-eligible homebuyer was selected to purchase the property in 2012, through the City's HARP Lottery. Said homebuyer, however, did not purchase the property. Since then the property has remained vacant. The unoccupied property was subsequently extensively vandalized in March 2018. All repairs have now been made and the property is once again available to be sold to an income-eligible household, selected through the City's HARP Lottery, held at City Hall within the Council Chambers on April 26, 2018.

However, before the property can be sold, the Planning Commission, pursuant to Section 65402 of the Government Code, has to make a finding that the proposed sale of the property conforms to the provisions of the City's General Plan. At the Planning Commission meeting of September 10, 2018, the Planning Commission, whose decision was embodied in Resolution 90-2018, made findings that the sale of the single-family dwelling at 9735 Bartley Avenue was in conformance with the City's General Plan.

The CDC of the City of Santa Fe Springs was dissolved as of February 1, 2012, as a result of the State Supreme Court's decision in 2011. The City elected to retain the affordable housing assets (including the subject property) and perform the

housing functions previously held and performed by the CDC, effective upon the dissolution of the CDC. The City Council further elected to be the Housing Successor to the CDC for all purposes.

The Housing Successor is the owner of the property and wishes to sell the property to Juan Soto and Margaret Soto, who are the individuals selected through the City's HARP Lottery, held at City Hall within the Council Chambers on April 26, 2018.

Excerpts from the Purchase and Sales Agreement are as follows:

PURCHASE AND SALES AGREEMENT:

The main terms of the purchase and sales agreement are as follows:

1. Purchase and Sale. The Housing Successor agrees to sell the Property to Buyer (Juan Soto and Margaret Soto) and Buyer agrees to purchase the Property from the Housing Successor for a total sum of \$81,525.00 ("Purchase Price").
2. Terms of Sale. Buyer shall pay the purchase price into escrow as follows:
 - a. Buyer shall deposit not less than \$4,076.25 into escrow no later than one business day following the Opening of Escrow. Buyer shall deposit the remaining Purchase Price no later than the Close of Escrow.
 - b. Buyer shall obtain financing for the acquisition of the property, and is hereby granted the right to give a lender a first deed of trust on the Property to secure said loan (the "Lender's Loan").
3. Conditions of Sale. Buyer understands and agrees that Seller's sale of the property to Buyer is expressly subject to and conditioned upon the Affordable Housing Restrictions set forth in the Restriction along with Buyer's concurrent execution of the Restriction and the Reimbursement Agreement, Deed of Trust, and Option Agreement attached thereto (collectively the "Affordability Documents") and recordation of the Restriction, Deed of Trust, and Option Agreement and delivery to Seller of the Reimbursement Agreement upon the Close of Escrow. Buyer's execution of the Affordability Documents shall be a condition precedent to Seller's obligations herein.
4. Condition of Property. Seller will deliver the property at Close of Escrow in an "As Is" condition. To the best of Seller's knowledge, Seller has not received notice of any violation of applicable governmental regulations relating to the Property.

ENVIRONMENTAL DETERMINATION

The approval of the Purchase and Sales Agreement is exempt from the requirements of the California Environmental Quality Act (CEQA) because it does not constitute approval of a "Project," as defined by the Public Resource Code sections 21065 and 21080 of CEQA Guidelines, sections 15352 and 15378.

LEGAL REVIEW

The City Attorney's office has reviewed the proposed agreement.

FISCAL IMPACT

Revenues generated from the sale of the property will be credited to LMHIF. Currently, Government-owned properties under California Constitution Article XIII, Section 3(b) are exempt from property taxation. With the sale, the property will be placed on the tax roll. Because the City's share of the property tax base is approximately 7 percent, the City is entitled to approximately 7 percent of the net proceeds from the sale.

INFRASTRUCTURE IMPACT

There will be no impacts to infrastructure associated with approval of the Purchase and Sales Agreement.



Raymond R. Cruz
City Manager

Attachments:

5. Location Aerial
6. Resolution No. HS-2018-001
7. Purchase and Sales Agreement and Escrow Instructions
8. Affordable Housing Resale Restriction
9. Legal Description of Property (Exhibit "A")
10. Notice of Intent To Transfer (Exhibit "B")
11. Request for Notice Under Civil Code Section 2914b (Exhibit "C")
12. Deed of Trust with Assignments of Rents (Exhibit "D")
13. Reimbursement Agreement (Exhibit "E")
14. Option Agreement (Exhibit "F")
15. Notice of Affordability Restriction on Transfer of Property (Exhibit "G")

LOCATION AERIAL



9735 Bartley Avenue

APN: 8006-022-006



Scale: 1 in = 21 ft

Printed 9/5/2018



RESOLUTION NO. HS-2018-001

A RESOLUTION OF THE HOUSING SUCCESSOR TO THE CITY OF SANTA FE SPRINGS COMMUNITY DEVELOPMENT COMMISSION, APPROVING A PURCHASE AND SALES AGREEMENT, ESCROW INSTRUCTIONS AND APPURTENANT DOCUMENTS FOR PROPERTY LOCATED AT 9735 BARTLEY AVENUE (APN: 8006-022-900) IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

WHEREAS, the Community Development Commission (CDC) acquired the property at 9735 Bartley Avenue, City of Santa Fe Springs, in an "As is" condition, in May 2011, using funds from the Low and Moderate Income Housing Funds (LMIHF), and subsequently rehabilitated the property, and between acquisition cost and rehabilitation cost, expended in excess of \$417,000; and

WHEREAS, under the City's Housing Acquisition and Rehabilitation Program (HARP), the property was made available for sale to an income-eligible low or moderate-income, household; and

WHEREAS, an income-eligible homebuyer was selected to purchase the property in 2012, through the City's HARP Lottery, but said homebuyer did not purchase the property and the property since remained unoccupied; and

WHEREAS, the unoccupied property was subsequently extensively vandalized in March 2018, but all repairs have now been made and the property is once again available to be sold to an income-eligible household, selected through the City's HARP Lottery, held at City Hall within the Council Chambers on April 26, 2018; and

WHEREAS, before the property can be sold, the Planning Commission, pursuant to Section 65402 of the Government Code, has to make a finding that the proposed sale of the property conforms to the provisions of the City's General Plan; and

WHEREAS, at the Planning Commission meeting of September 10, 2018, the Planning Commission, whose decision was embodied in Resolution 90-2018, made findings that the sale of the single-family dwelling at 9735 Bartley Avenue was in conformance with the City's General Plan.

WHEREAS, the CDC of the City of Santa Fe Springs was dissolved as of February 1, 2012, as a result of the State Supreme Court's decision in 2011, and the City elected to retain the affordable housing assets (including the subject property) and perform the

housing functions previously held and performed by the CDC, effective upon the dissolution of the CDC. The City Council further elected to be the Housing Successor to the CDC for all purposes.

WHEREAS, the Housing Successor is the owner of the property and wishes to sell the property to Juan Soto and Margaret Soto, who are the winners selected through the City's HARP Lottery, held at City Hall within the Council Chambers on April 26, 2018.

NOW, THEREFORE, BE RESOLVED, THAT THE HOUSING SUCCESSOR TO THE CITY OF SANTA FE SPRINGS COMMUNITY REDEVELOPMENT COMMISSION, HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Housing Successor hereby finds and determines that the foregoing recitals are true and correct.

SECTION 2. Because the acquisition and rehabilitation of the property were funded with LMIHF, State Law requires that the Housing Successor sell the property to an income eligible household at an Affordable Housing Cost of eighty-one thousand five hundred twenty-five (\$81,525.00).

SECTION 3, The sale of the property serves the public interest and purposes in the following manner: (1) The sale would place the property back on the tax roll since government-owned properties are exempt from property taxation; (2) The sale of the home will provide homeownership to a first-time very low-income household, who otherwise would not, on the open market, qualify to purchase the property; (3) Research has shown that homeownership and stable housing go hand-in-hand, in that homeowners move far less frequently than renters, and hence are embedded into the same neighborhood and community for a longer period; (4) Research has also found that homeowners have a significant effect on their children's success. For example, the decision to stay in school by teenage students is higher for those raised by home-owning parents compared to those in renter households; and (6) Homeowners generally have a lot more to lose financially than do renters and have more incentive to deter crime by forming and implementing voluntary crime prevention programs.

SECTION 4. The sale of the property is in conformance with the City's General Plan.

SECTION 5. The Successor Agency hereby approves the Purchase and Sales Agreement, Escrow Instructions and appurtenant document, in the form attached to the staff report, with such further minor conforming, technical or clarifying changes or revisions as may be agreed to and approved by the Successor Agency's counsel, provided such changes do not materially increase the obligations of the Successor Agency or materially decrease the obligation of Juan Soto and Margaret Soto, thereunder.

APPROVED:
ITEM NO.:

SECTION 6. The approval of the Agreement is exempt from the requirements of CEQA because this action does not constitute approval of a project. Approval of the Agreement neither commits the Successor Agency nor the City of Santa Fe Springs to approving a project nor constitutes an entitlement for use of a project. Therefore, this action is not approval of a project, as defined by Public Resources Code Sections 21065 and 21080 or CEQA Guidelines Sections 15352 and 15378.

Section 5. Staff is authorized and directed to take all actions to implement this Resolution.

Section 6. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of September 13, 2018, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jay Sarno, Mayor

ATTEST:

Janet Martinez, CMC
Successor Agency Clerk

AFFORDABLE HOUSING RESALE RESTRICTION

Please note the following:

1. **Do not separate the contents of this document for signatures.**
2. The Affordable Housing Resale Restriction (Restriction) makes reference to several documents which are attached as Exhibits "A" through "G".
3. As a result, all of the exhibits must be attached to the Restriction for reference purposes when recorded; however the individual exhibits included with the recorded Restriction do not require signature (they will be signed separately as described below).
4. This document contains the Affordable Housing Resale Restriction and all of the related Exhibits.
5. TO PREPARE THIS DOCUMENT FOR RECORDATION ALL SIGNATURES ON PAGE 12 OF THE RESTRICTION AND THEIR RESPECTIVE NOTARIZATIONS MUST BE OBTAINED. **DO NOT OBTAIN SIGATURES ON THE EXHIBIT DOCUMENTS "A" through "G".**
6. All 52 pages (more or less dependent on the notarization pages used) are then recorded as one document, and a conformed copy returned to the City of Santa Fe Springs.

THE EXHIBIT DOCUMENTS HAVE BEEN EXTRACTED AND THE SIGNATURE DOCUMENTS ARE DISTINGUISHED BY THEIR LACK OF EXHIBIT HEADINGS. THESE DOCUMENTS WILL BE EXECUTED INDIVIDUALLY, AND RECORDED SEPARATELY AS REQUIRED.

PLEASE MAINTAIN THIS COVERSHEET ATTACHED TO THIS DOCUMENT AND PROVIDE TO ESCROW TO CLARIFY THE RECORDATION REQUIREMENTS.

ESCROW WILL REMOVE THIS COVERSHEET PRIOR TO RECORDATION

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL DOCUMENT TO:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Wayne M, Morrell
Director of Planning

SPACE ABOVE FOR RECORDER'S USE ONLY

AFFORDABLE HOUSING RESALE RESTRICTION

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

- ☐ Exempt from fee per GC 27388.1 (a) (2); recorded concurrently “in connection with” a transfer subject to the imposition of documentary transfer tax (DTT).
- ☒ Exempt from fee per GC 27388.1 (a) (2); recorded concurrently “in connection with” a transfer of real property that is a residential dwelling to an owner-occupier.
- ☐ Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- ☐ Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

**THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attention: Wayne M. Morrell
Director of Planning

APN 8006-022-900

Exempt From Recording Fee Pursuant to Government Code
Section 27383

AFFORDABLE HOUSING RESALE RESTRICTION
Income Restricted Property
45-Year Restriction

THIS AFFORDABLE HOUSING RESALE RESTRICTION (the "Restriction") is made as of **September 13, 2018**, by **Juan Soto and Margaret Soto, Husband and Wife as Joint Tenants** (the "Homeowner") in favor of the **City of Santa Fe Springs as Housing Successor to the Community Development Commission of the City of Santa Fe Springs, a public body, corporate and politic** (the "Housing Successor").

RECITALS

A. Homeowner has entered into an agreement (the "Purchase Agreement") to purchase a single family home located at 9735 Bartley Avenue, Santa Fe Springs, California, as such real property is more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property").

B. The Property was originally acquired by the City of Santa Fe Springs Community Development Commission and rehabilitated utilizing its Low- and Moderate-Income Housing Funds. Subsequent to the dissolution of redevelopment, the Property was acquired by the Housing Successor and is being sold to Homeowner at an Affordable Housing Cost. Homeowner acknowledges that the amount for which the Property is being sold by the Housing Successor to the Homeowner is substantially less than the fair market value of the Property in order to render the purchase affordable.

C. Homeowner is a Very Low Income Household who currently earns less than the Very Low Income limit for Los Angeles County as established by the California Department of Housing and Community Development, adjusted for family size.

D. Homeowner is a first time homebuyer.

E. Homeowner has represented to the Housing Successor that Homeowner and Homeowner's household intend to reside in the Property as the Homeowner's principal residence at all times during the Homeowner's ownership of the Property.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Definitions

"Affordability Period" means that period of time commencing upon the Date of this Restriction and terminating on the forty-fifth (45th) anniversary of such date.

"Affordable Housing Cost" means a purchase price which does not exceed the Eighty One Thousand Five Hundred Twenty Five dollar (\$81,525.00) purchase price paid by the Homeowner for the Property, as adjusted by the percentage increase in the Los Angeles County median income for a family of four (as determined by published regulation of the State of California) between the date of Homebuyer's purchase of the Property and Homebuyer's sale of the Property, plus the cost of Housing Successor approved Capital Improvements made to the Property during Homebuyer's ownership of the Home in excess of Two Thousand Five Hundred Dollars (\$2,500). In addition, the purchase price shall not result in a Monthly Housing Cost which exceeds the product of thirty percent (30%) times fifty percent (50%) of the Los Angeles County median income adjusted for a household size appropriate for the Property.

"Housing Successor" means the City of Santa Fe Springs as Housing Successor to the Community Development Commission of the City of Santa Fe Springs, and the Housing Successor's successors and assigns.

"Capital Improvements" means those improvements made by Homeowner to the Home after the closing of Homeowner's purchase of the Property, with a minimum cost of Two Thousand Five Hundred Dollars (\$2,500) per item, a maximum total cost of Five Thousand Dollars (\$5,000), and a useful economic life of not less than five (5) years, as demonstrated by invoices and receipts which the Homeowner certifies to be true and correct.

"City" means the City of Santa Fe Springs, California.

"County" means the County of Los Angeles, California.

"Date of this Restriction" means the date of recordation of this Restriction.

"Default" means the failure of a party to perform any action or covenant required by this Restriction within the time periods provided herein following notice and opportunity to cure.

"First Lien" means the lien of Stearns Lending making the purchase money loan of \$77,449 to the Homeowner for the purchase of the Property.

"First Time Homebuyer" "First-time homebuyer" means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with Housing Successor assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

- a. A displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
- b. A single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; and
- c. An individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - 1) not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - 2) not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

“Homeowner” means the person or persons set forth in the first paragraph of this Restriction, and their successors and assigns.

“Household size appropriate for the Property” means two persons for a one bedroom house, three persons for a two bedroom house, four persons for a three bedroom house, five persons for a four bedroom house, determined in accordance with the provisions of Health and Safety Code Section 50052.5.

“Legal Description” means the legal description of the Property which is attached hereto as Exhibit “A” and incorporated herein.

“Monthly Housing Cost” means, for a Very Low Income Household purchasing the Property, all of the following associated with the Property, estimated or known as of the date of the proposed sale of the Property: (i) principal and interest payments on a mortgage loan, and any loan insurance fees associated therewith (provided that if the mortgage loan obtained by the purchaser contains an adjustable interest rate, then for the purposes of this Restriction the principal and interest payments shall be deemed to be those which would be due upon a mortgage loan amortized over a thirty year period with an interest rate equal to prevailing market rates for thirty-year fixed-rate mortgage loans); (ii) property taxes and assessments; (iii) fire and casualty insurance covering replacement value of property improvements (if the homeowner’s association carries fire and casualty insurance with respect to the exterior of the Property, then no additional cost shall be assigned to fire and casualty insurance); (iv) any homeowner association fees; (v) an allowance for property maintenance and repairs; and (vi) a reasonable utility allowance. Monthly

housing cost of a purchaser shall be an average of estimated costs for the next twelve (12) month period.

"Notice of Intent to Transfer" means the Notice of Intent to Transfer attached hereto as Exhibit "B" and incorporated herein by reference.

"Option Agreement" means the Option Agreement to be executed by the Homeowner in favor of the Housing Successor, in the form attached hereto as Exhibit F and incorporated herein.

"Permitted Transfer" means any Transfer which is permitted pursuant to Section 4 hereof.

"Prohibited Transfer" means any Transfer which is not permitted pursuant to Section 4 hereof.

"Property" means that certain real property located at the street address set forth in Recital A and legally described in the Legal Description.

"Purchase Agreement" means that certain agreement pursuant to which Homeowner has agreed to purchase the Property from the Developer.

"Reimbursement Agreement" means the Reimbursement Agreement to be executed by the Homeowner in favor of the Housing Successor, in the form attached hereto as Exhibit E and incorporated herein.

"Request for Notice" means the Request for Notice of Default attached hereto as Exhibit C and incorporated herein.

"Restriction" means this Affordable Housing Resale Restriction.

"Sales Price" means the sum to be paid by a Transferee for the Transfer of the Property.

"Transfer" shall mean any sale, assignment, conveyance, lease or transfer, voluntary or involuntary, of any interest in the Property. Without limiting the generality of the foregoing, Transfer shall include (i) a transfer by devise, inheritance or intestacy to a party who does not meet the definition of a Very Low Income Household; (ii) a life estate; (iii) creation of a joint tenancy interest; (iv) a gift of all or any portion of the Property; or (v) any voluntary conveyance of the Property. Transfer shall not include transfer to a spouse in a dissolution proceeding.

"Transferee" shall mean any natural person or entity who obtains ownership or possessory rights in the Property pursuant to a Transfer.

"Very Low Income Household" means a household earning not greater than the maximum annual income for very low income households, designated as 50% of area median income, for Los Angeles County, adjusted for household size, as set forth by regulation of the California Department of Housing and Community Development.

2. Restrictions on Sales of Property. Homeowner covenants and agrees that during the Affordability Period, each subsequent Transfer of the Property by the then-owner thereof shall be to a First Time Homebuyer, Very Low Income Household, at an Affordable Housing Cost.

3. Homeowner's Representations and Warranties as to the Sale of the Property to Homeowner. Homeowner represents and warrants to the Housing Successor that the financial and other information which Homeowner has provided to the Housing Successor with respect to Homeowner's income and the purchase price of the Property was true and correct at the time such information was provided, and remains true and correct as of the date of this Restriction.

4. Permitted Sales of the Property. Housing Successor hereby permits sales of the Property to proposed Transferees who are both First Time Homebuyers and Very Low Income Households, who are approved in accordance with this Section 4, provided the Sales Price does not exceed an Affordable Housing Cost ("Permitted Transfers"). In the event that Homeowner desires to Transfer the Property during the Affordability Period, prior to the Transfer the owner shall notify the Housing Successor by delivering a Notice of Intent to Transfer to the Housing Successor, which shall indicate the identity of the proposed Transferee who desires to purchase the Property, whether the purchaser is a First Time Homebuyer, whether the purchaser is a Very Low Income Household, and whether the Sales Price is at an Affordable Housing Cost. In addition to the delivery of the Notice of Intent to Transfer, the following procedure shall apply:

a. Notice to Housing Successor. Homeowner shall send the Notice of Intent to Transfer to the Housing Successor at the address set forth in Section 24 hereof.

b. Qualification of Proposed Transferee. The proposed Transferee shall provide the Housing Successor with sufficient information in the form requested by the Housing Successor, including without limitation, a certification as to the income and family size of the proposed Transferee and requested supporting documentation, for the Housing Successor to determine if the proposed Transferee is a First Time Homebuyer, and is a Very Low Income Household, and that the purchase price is at an Affordable Housing Cost.

c. Certificates from Parties. The owner and proposed Transferee each shall certify in writing, in a form acceptable to the Housing Successor, that the Transfer shall be closed in accordance with, and only with, the terms of the sales contract and other documents submitted to and approved by the Housing Successor and that all consideration delivered by the proposed Transferee to owner has been fully disclosed to the Housing Successor. The written certificate shall also include a provision that in the event a Transfer is made in violation of the terms of this Restriction or false or misleading statements are made in any documents or certificate submitted to the Housing Successor for its approval of the Transfer, the Housing Successor shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sales contract and/or declare the sale void notwithstanding the fact that the Transfer may have closed and become final as between owner and its transferee.

d. Co-Signers and Co-Mortgagors. The income of co-signers (individuals who are borrowers or guarantors under the First Lien) and co-mortgagors (individuals who are borrowers or guarantors under the First Lien and are co-owners of the Property) will be included for determining the income of the Homeowner, unless the co-signer or co-mortgagor executes an affidavit, in a form provided by the Housing Successor, certifying that the co-signer or co-mortgagor is not part of Homeowner's household and will not be residing in the Property. If the co-signer or co-mortgagor intends to pay for a portion of the housing expenses of the Homeowner, such amount shall be disclosed in the affidavit, and if such payment constitutes a regular contribution or gift, such payment will be considered income to the Homebuyer in

conformance with applicable law. If the First Lien exceeds eighty percent (80%) of the purchase price of the Property, the Housing Successor may require the submission to the Housing Successor of the financial documentation of the co-signer or co-mortgagor which is submitted to the First Lien lender.

e. Written Consent of Housing Successor Required Before Transfer. During the Affordability Period, the Property, and any interest therein, shall not be conveyed by any Transfer except with the express written consent of the Housing Successor, which consent shall be given, in its sole and absolute discretion, and only if the Transfer is in accordance with the provisions of this Section. This provision shall not prohibit the encumbering of title for the sole purpose of securing financing of the purchase price of the Property. If approved by the Housing Successor, Transferor and Transferee agree to execute and have recorded an Assignment and Assumption Agreement which assigns the obligations and responsibilities from the Transferor to the Transferee who accepts such obligations and responsibilities for the requirements of the recorded Restriction, Deed of Trust, and Option Agreement for the Property, and for the Reimbursement Agreement.

f. Notice of Prohibited Transfer. Within fifteen (15) days after receiving notification of a proposed Transfer in accordance with Section 4(a), Housing Successor shall determine and give notice to the Homeowner as to whether the proposed Transfer is a Permitted Transfer or Prohibited Transfer. In the event that the proposed Transfer is a Prohibited Transfer, such notice to the Homeowner shall specify the nature of the Prohibited Transfer. If the violation is not corrected to the satisfaction of the Housing Successor within ten (10) days after the date of the notice, or within such further time as the Housing Successor determines is necessary to correct the violation, the Housing Successor may declare a default under this Restriction. Upon the declaration of a default, the Housing Successor may apply to a court of competent jurisdiction for specific performance of this Restriction, for an injunction prohibiting a proposed sale or Transfer in violation of this Restriction, for a declaration that the Prohibited Transfer is void, or for any such other relief as may be appropriate.

g. Delivery of Documents. Upon the close of the proposed Transfer, the owner and Transferee, as applicable, shall provide the Housing Successor with a copy of the final sales contract, settlement statement, escrow instructions, all certificates required by this Section 4 and any other documents which the Housing Successor may request.

5. Encumbrances.

a. First Lien. The First Lien for the purchase of the Property shall be a fixed rate fully amortized loan.

a. Subordination. The provisions of this Restriction shall be subordinate to any First Lien on the Property held by the lender and shall not impair the rights of such lender, or lender's assignee or successor in interest, to exercise its remedies under the First Lien in the event of default under the First Lien by Homeowner. Such remedies under the First Lien include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Restriction shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of the First Lien acquires title to the Property pursuant to a deed or

assignment in lieu of foreclosure, this Restriction shall automatically terminate upon such acquisition of title.

b. Request for Notice of Default. The Housing Successor may cause a Request for Notice to be recorded on the Property subsequent to the recordation of the First Lien deed of trust or mortgage requesting a statutory notice of default as set forth in California Civil Code Section 2924b. A form of a Request for Notice is attached hereto as Exhibit C and incorporated herein.

c. Further Encumbrances. Homeowner agrees that it shall not record or cause the recordation of any deed of trust (a "Further Encumbrance") securing a note having a principal sum which when combined with all other outstanding encumbrances exceeds the amount of the original Property purchase price amount of \$81,525. In no event shall any Further Encumbrance exceed one hundred percent (100%) of the Affordable Housing Cost of the Property.

6. Deed of Trust. Homebuyer shall execute and deliver to Housing Successor a deed of trust which shall secure (1) payment of any sums advanced on behalf of Homebuyer according to the terms of the Reimbursement Agreement, (2) payment of any damages amounts owing to Housing Successor under the terms of this Restriction, (3) the performance of each agreement of Homeowner provided for in this Restriction, and (4) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust, in the form of Exhibit D attached hereto and incorporated herein by this reference (the "Housing Successor Deed of Trust").

7. Reimbursement Agreement. The Homeowner and the Housing Successor shall enter into a Reimbursement Agreement, in the form attached hereto as Exhibit E and incorporated herein, which provides that the Housing Successor may make payments to cure a default or delinquency on the First Lien, on the condition that the Homeowner agrees to reimburse the Housing Successor for any payments made to cure a default or delinquency on the First Lien. The Homeowner's repayment obligations pursuant to the Reimbursement Agreement shall be secured by the Housing Successor Deed of Trust. In the event that the Homeowner refinances the First Lien, the Homeowner and the Housing Successor shall enter into an amendment to the Reimbursement Agreement or a new Reimbursement Agreement. The Transferee of the Property and the Housing Successor shall also enter into a new Reimbursement Agreement upon the Transfer of the Property or the execution of a Further Encumbrance pursuant to Section 5(c) hereof. The Housing Successor shall execute such subordination agreements as may be reasonably requested by the holder of a First Lien.

8. Option to Acquire Property. Homeowner agrees to enter into an Option Agreement, in the form attached hereto as Exhibit F and incorporated herein, which grants to Housing Successor an option to purchase the Property in the event that the Homeowner is in default of the First Lien, has violated the conditions of this Restriction, or there is any violation of the Property Maintenance Ordinance (Chapter 95 of Title IX of the Code of Ordinances for the City of Santa Fe Springs) which results in a City Manager hearing or the City Council on appeal of the City Manager's decision ordering the sale of the property back to the Housing Successor. The purchase price payable by the Housing Successor to the Homeowner for the Property shall be the

Affordable Housing Cost of the Property at the time of the Housing Successor's exercise of the option.

9. Notice of Affordability. Homeowner agrees to execute and have recorded a Notice of Affordability Restrictions on Transfer of Property in accordance with the requirements of Health and Safety Code Section 33334.3(f)(3)(B).

10. Uses. The Homeowner covenants and agrees to devote, use and maintain the Property in accordance with this Restriction. All uses conducted on the Property, including, without limitation, all activities undertaken by the Homeowner pursuant to this Restriction, shall conform to all applicable provisions of the City of Santa Fe Springs Code of Ordinances, and the recorded documents pertaining to and running with the Property.

11. Nondiscrimination Covenants. The Homeowner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Homeowner itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

12. Maintenance of Property. Homeowner shall maintain the improvements and landscaping on the Property in a manner consistent with community standards which will uphold the value of the Property, in accordance with the City of Santa Fe Springs Code of Ordinances. Homeowner also agrees to comply with all applicable federal, state and local laws. In the event that the Housing Successor exercises their Option to Acquire the Property, the actual costs of any repairs required to restore the Property to its pre-acquisition condition by the Homeowner, shall be deducted from the purchase price paid by the Housing Successor to the Homeowner.

13. Occupancy Standards. The Property shall be used as the principal residence of Homeowner and Homeowner's family and for no other purpose. Homeowner shall not enter into an agreement for the rental or lease of the Property, and Homeowner shall not otherwise rent or lease the Property. Notwithstanding the foregoing, in the event that a person who is not a First Time Homebuyer or Very Low Income Household acquires the Property by devise or inheritance, or in the event that a co-signer or co-mortgagor who is not a First Time Homebuyer or Very Low Income Household acquires the Property by any means, such person may rent the Property to a Very Low Income Household for a reasonable period, not to exceed one year, as necessary to market and sell the Property to an eligible purchaser who is a First Time Homebuyer and Very Low Income Household, and to obtain Housing Successor approval of the eligible purchaser. The rent payable during such period shall not exceed an affordable rent for a household of a size appropriate to the Property, based upon Los Angeles County median income, applicable to the income group of the tenant, as established pursuant to Health and Safety Code Section 50053. The Housing Successor may grant a temporary waiver of the above requirements for good cause, in the Housing Successor's sole and absolute discretion. The maximum occupancy of the Property shall not exceed three persons if the Property is a one bedroom home, five persons if the Property is a two bedroom home, or seven persons if the Property is a three bedroom home. Homeowner shall, commencing upon the first anniversary of the date of this Restriction first set forth above and on

each succeeding anniversary thereafter, submit to the Housing Successor an affidavit of occupancy in the form provided by the Housing Successor.

14. Effect of Violation of the Terms and Provisions of this Restriction.

a. In General. The covenants established in this Restriction shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Housing Successor, its successors and assigns, as to those covenants which are for its benefit. The covenants contained in this Restriction shall remain in effect for the periods of time specified herein. The covenants against discrimination shall remain in effect in perpetuity. The Housing Successor is deemed the beneficiary of the terms and provisions of this Restriction and of the covenants running with the land, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Restriction and the covenants running with the land have been provided. This Restriction and the covenants therein shall run in favor of the Housing Successor, without regard to whether the Housing Successor has been, remains or is an owner of any land or interest therein in or adjacent to the Property. The Housing Successor shall have the right, if the Restriction or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Restriction and covenants may be entitled.

b. Prohibited Transfers Voidable. Any attempt by the Homeowner to make a Prohibited Transfer of title to or any interest in the Property in violation of this Restriction shall be voidable by Housing Successor.

15. Indemnification. Homeowner shall defend, indemnify and hold harmless the Housing Successor and the City and their respective officers, officials, agents, employees, representatives, and volunteers from and against any loss, liability, claim, or judgment relating in any manner to the Homeowner's use of the Property or Homeowner's violation of this Restriction. The Homeowner shall remain fully obligated for the payment of taxes, liens and assessments related to the Property. There shall be no reduction in taxes for Homeowner, nor any transfer of responsibility to the Housing Successor to make such payments, by virtue of this Restriction.

16. Insurance. During the term of this Restriction, Homeowner or the homeowner's association for the development shall maintain an all-risk property insurance policy insuring the Property in an amount equal to the full replacement value of the structures on the Property. The policy shall contain a statement of obligation on behalf of the carrier to notify the Housing Successor of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. Homeowner shall transmit a copy of the certificate of insurance to the Housing Successor within thirty (30) days of the effective date of this Restriction, and Homeowner shall annually transmit to the Housing Successor a copy of the certificate of insurance, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. The copy of the certificate of insurance shall be transmitted to the Housing Successor at the address set forth in Section 24 hereof. Any certificate of insurance must be in a form, content and with companies approved by the Housing Successor.

17. Defaults. Failure or delay by either party to perform any term or provision of this Restriction which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Restriction; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. In the event that the Homeowner sells the Property for a price in excess of the Affordable Housing Cost in violation of this Agreement, the Homeowner shall be liable to the Housing Successor for damages in the amount of the difference between the actual sales price of the Property and the Affordable Housing Cost of the Property at the time of the sale. The Homeowner's payment of such damages amount shall not terminate or modify any of the provisions of this Agreement. The City of Santa Fe Springs as the Housing Successor is an intended third party beneficiary of this Restriction and all further agreements and documents executed pursuant thereto, and shall have the right to enforce any of such agreements and documents.

18. Non-Waiver. Failure to exercise any right the Housing Successor may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

19. Further Assurances. The Homeowner shall execute any further documents consistent with the terms of this Restriction, including documents in recordable form, as the Housing Successor shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Restriction.

20. Governing Law. The Homeowner hereby agrees to comply with all ordinances, rules and regulations of the City. Nothing in this Restriction is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule or regulation. This Restriction shall be governed by the laws of the State of California. Any legal action brought under this Restriction must be instituted in the Superior Court of the County of Los Angeles, State of California, or in the Federal District Court in the Central District of California.

21. Amendment of Restriction. No modification, rescission, waiver, release or amendment of any provision of this Restriction shall be made except by a written agreement executed by the Homeowner and the Housing Successor.

22. Housing Successor May Assign. The Housing Successor may, at its option, assign its rights hereunder without obtaining the consent of the Homeowner.

23. Homeowner Assignment Prohibited. In no event shall Homeowner assign or transfer any portion of this Restriction without the prior express written consent of the Housing Successor, which consent shall be given by the Housing Successor only in the event that the Housing Successor determines that the assignee or transferee is a First Time Homebuyer and a

Very Low Income Household, that the assignee's or transferee's monthly housing payments are at an Affordable Housing Cost, and that the assignee or transferee has expressly assumed this Restriction by execution of a written assignment document to be provided by the Housing Successor. This section shall not affect or diminish the Housing Successor's right to assign all or any portion of its rights hereunder.

24. Notices. Any notices, requests or approvals given under this Restriction from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Homeowner:

Juan Soto and Margaret Soto
9735 Bartley Avenue
Santa Fe Springs, CA 90670

To Housing Successor:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Wayne M. Morrell, Director of Planning

Either party may change its address for notice by giving written notice thereof to the other party.

25. Attorneys' Fees and Costs. In the event that any action is instituted to enforce payment or performance under this Restriction, the parties agree the non-prevailing party shall be responsible for and shall pay all costs and all attorneys' fees incurred by such prevailing party in enforcing this Restriction.

26. Entire Agreement. This Restriction, together with all attachments hereto, constitutes the entire understanding and agreement of the parties. This Restriction integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the Housing Successor and the Homeowner concerning all or any part of the subject matter of this Restriction.

IN WITNESS WHEREOF, the parties have executed this Restriction as of the date set forth above.

HOMEOWNER:

By: _____
Juan Soto

By: _____
Margaret Soto

HOUSING SUCCESSOR:

**The City of Santa Fe Springs as Housing
Successor to the Community Development
Commission of the City of Santa Fe Springs, a
public body, corporate and politic**

By: _____
Raymond R. Cruz

Its: _____
Executive Director

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

REAL PROPERTY IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 624 OF TRACT NO. 16194, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 370, PAGES 14 OF 26 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERAL, AND OTHER HYDROCARBONS, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD.

End of Legal Description

The assessor's parcel number for the Property is: 8006-022-900; such number is subject to change

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 ANGELES)

On _____, 2018 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 ANGELES)

On _____, 2018 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 ANGELES)

On _____, 2018 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "B"

NOTICE OF INTENT TO TRANSFER

NOTICE OF INTENT TO TRANSFER MUST BE DELIVERED TO THE CITY OF SANTA FE SPRINGS TO OBTAIN CITY APPROVAL PRIOR TO PROCEEDING WITH ANY TRANSFER OF THE PROPERTY.

From: _____

To: City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attention: Wayne M. Morrell, Director of Planning

Re: 9735 Bartley Avenue
Santa Fe Springs, California (the "Property")

Circle appropriate words: Homeowner desires to [sell, convey, transfer by inheritance or devise, lease, gift, otherwise transfer] the Property.

Proposed Transferee: _____

Income of Proposed Transferee: _____

Household Size of Proposed Transferee: _____

Proposed Transfer Price: _____

If the City has a program to help locate a Very Low Income Household, does the Homeowner want the City to help look for a Very Low Income Household purchaser to buy the Property?

Yes: _____

No: _____

Date _____

Signature of Homeowner

(_____) _____
daytime telephone number of Homeowner

email address

EXHIBIT "C"

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attention: Wayne M. Morrell
Director of Planning

APN: 8006-022-900

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Exempt from recording fees pursuant to Government
Code § 27383.

Request for Notice Under Civil Code Section 2924b

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____
[recordation no.] on [date], 2018, in Book _____, Page _____, Official
Records of Los Angeles County, California, and describing land therein as

See Exhibit A attached hereto

executed by Juan Soto and Margaret Soto, Husband and Wife as Joint Tenants, as Trustor, in which the City of Santa Fe Springs as Housing Successor to the Community Development Commission of the City of Santa Fe Springs, a public body, corporate and politic is named as Beneficiary, and First American Title, as Trustee, be mailed to CITY OF SANTA FE SPRINGS, at 11710 Telegraph Road, Santa Fe Springs, CA 90670, Attention: Director of Planning.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

**City of Santa Fe Springs as Housing
Successor to the Community Development
Commission of the City of Santa Fe Springs,
a public body, corporate and politic**

By: _____
Raymond R. Cruz

Its: _____
Executive Director

EXHIBIT A

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 624 OF TRACT NO. 16194, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 370, PAGES 14 OF 26 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERAL, AND OTHER HYDROCARBONS, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD.

End of Legal Description

The assessor's parcel number for the Property is: 8006-022-900; such number is subject to change

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 ANGELES)

On _____, 2018 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "D"

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attention: Wayne M. Morrell
Director of Planning

APN: 8006-022-900

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

DEED OF TRUST WITH ASSIGNMENT OF RENTS (SHORT FORM)

This DEED OF TRUST is made as of September 13, 2018 between Juan Soto and Margaret Soto, Husband and Wife as Joint Tenants, herein called TRUSTOR, whose address is 9735 Bartley, Santa Fe Springs, California 90670, First American Title, herein called TRUSTEE, and The City of Santa Fe Springs as Housing Successor to the Community Development Commission of the City of Santa Fe Springs, a public body, corporate and politic, herein called BENEFICIARY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Santa Fe Springs, County of Los Angeles, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of any sums advanced on behalf of Trustor according to the terms of a Reimbursement Agreement of even date herewith made by Trustor and Beneficiary, and extensions or renewals thereof, (2) payment of any damages amounts owing to Beneficiary under the terms of an Affordable Housing Resale Restriction of even date herewith made by Trustor and Beneficiary, (3) the performance of each agreement of Trustor incorporated by reference or contained herein, and (4) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder

of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	1964	149774			

Series 5

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 1 through 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Juan Soto

Margaret Soto

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 ANGELES)

On _____, 2018 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 ANGELES)

On _____, 2018 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A TO DEED OF TRUST

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 624 OF TRACT NO. 16194, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 370, PAGES 14 OF 26 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERAL, AND OTHER HYDROCARBONS, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD.

End of Legal Description

The assessor's parcel number for the Property is: 8006-022-900; such number is subject to change

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) to pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the

obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE
TO _____, TRUSTEE

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owing owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

Please mail Deed of Trust,
Note and Reconveyance to

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
with power of sale

TRUSTEE

EXHIBIT "E"

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT, dated as of September 13, 2018 (the "Reimbursement Agreement"), is hereby entered into by and between **THE CITY OF SANTA FE SPRINGS AS HOUSING SUCCESSOR TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS**, a public body, corporate and politic (the "Housing Successor"), and **JUAN SOTO and MARGARET SOTO** (the "Homeowner").

RECITALS

A. The Homeowner is purchasing a single family home located at 9735 Bartley Avenue, Santa Fe Springs, CA (the "Home").

B. The Housing Successor and the Homeowner have executed an Affordable Housing Resale Restriction (the "Restriction") which requires that for a forty-five year period the Home be sold only to Very Low Income Households that are First Time Homebuyers at an affordable housing cost, which may result in purchase prices which are substantially less than the current fair market value of the Home.

C. The Homeowner is obtaining a loan (the "Loan") from a private lender (the "Lender") for a portion of the costs of acquisition of the Home. A description of the Loan is set forth in Exhibit "A" hereto, which is incorporated herein.

D. Pursuant to the Restriction, the Housing Successor has the right to acquire the Home in the event that it becomes subject to a foreclosure proceeding, and has the right to make payments to cure a default or delinquency on the Loan.

E. The right to make payments to cure a default or delinquency on the Loan will be of benefit to the Housing Successor by allowing the Housing Successor to prevent the foreclosure of the Home, which will prevent the early termination of the Restriction.

F. The Housing Successor's right to make payments to cure a default or delinquency on the Loan will also be of benefit to the Homeowner, by allowing the Homeowner to retain ownership of the Home and to avoid foreclosure.

G. The Housing Successor desires to obtain the authority to make payments to cure a default or delinquency on the Loan, on the condition that the Homeowner agrees to reimburse the Housing Successor for any payments made to cure a default or delinquency on the Loan. In order to induce the Housing Successor to obtain the authority to make payments to cure a default or delinquency on the Loan, the Homeowner is willing to agree to reimburse the Housing Successor for any payments made to cure a Loan default or delinquency. The Homeowner understands and acknowledges that the Housing Successor would not make payments to cure a Loan default or delinquency but for the Homeowner's agreement to make such reimbursements to the Housing Successor, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. Cure of Loan Default. The Housing Successor hereby has the right, but not the obligation, to make payments to the Lender to fully or partially cure any default or delinquency in payments of the Loan.

2. Reimbursement Obligation of Homeowner. The Homeowner hereby agrees to reimburse the Housing Successor for any and all payments made by the Housing Successor to fully or partially cure any default or delinquency in payments of the Loan. Such payments shall be made within thirty (30) days after written demand is made therefor from the Housing Successor to the Homeowner. The Housing Successor may make such written demand to the Homeowner at any time after making such payments. If such written demand is made by personal delivery of such demand given to the Homeowner, or left at the Home, such demand shall be deemed given immediately upon such delivery. If such written demand is made by reliable overnight delivery service (such as FedEx), such demand shall be deemed given one business day after deposit of the written demand with the overnight delivery service. If such written demand is made by registered or certified U.S. Mail, such demand shall be deemed given three business days after deposit of the written demand with the U.S. Postal Service.

3. Security for Reimbursement. The obligation of the Homeowner to make the reimbursement payments to the Housing Successor required under Section 2 shall be secured by the deed of trust which Homebuyer has executed pursuant to the Restriction. Such deed of trust shall be junior and subordinate to the deed of trust which secures the Loan.

4. Notice of Default and Delinquency. The Homeowner agrees to deliver to the Housing Successor a copy of any notice of default or delinquency in repayment of the Loan which Homeowner receives from or on behalf of the Lender. Such notices shall be delivered to the Housing Successor within 30 days of Homeowner's receipt of such notice from the Lender.

5. Waivers

a. The Homeowner expressly agrees that any payment due hereunder may be extended from time to time at the Housing Successor's sole and absolute discretion and that the Housing Successor may accept security in consideration for any such extension or release any security for this Reimbursement Agreement at its sole discretion all without in any way affecting the liability of the Homeowner.

b. No extension of time for payment of the amounts due pursuant to this Reimbursement Agreement made by agreement by the Housing Successor with any person now or hereafter liable for the payment of this Reimbursement Agreement shall operate to release, discharge, modify, change or affect the original liability of the Homeowner under this Reimbursement Agreement, either in whole or in part.

c. The obligations of the Homeowner under this Reimbursement Agreement shall be absolute and the Homeowner waives any and all rights to offset, deduct or withhold any payments or charges due under this Reimbursement Agreement for any reasons whatsoever.

d. The Homeowner waives presentment, demand, notice of protest and nonpayment, notice of default or delinquency, notice of acceleration, notice of costs, expenses or leases or interest thereon, notice of dishonor, diligence in collection or in proceeding against any of the rights of interests in or to properties securing of this Reimbursement Agreement, and the benefit of any exemption under any homestead exemption laws, if applicable.

e. No previous waiver and no failure or delay by the Housing Successor in acting with respect to the terms of this Reimbursement Agreement shall constitute a waiver of any breach, default, or failure or condition under this Reimbursement Agreement. A waiver of any term of this Reimbursement Agreement must be made in writing and shall be limited to the express written terms of such waiver.

6. Attorneys' Fees and Costs. The Homeowner agrees that if any amounts due under this Reimbursement Agreement are not paid when due, the Homeowner shall pay, in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Reimbursement Agreement, whether or not suit is filed.

7. Miscellaneous.

a. Term of Agreement. This Reimbursement Agreement shall take effect upon the date of recordation of the Restriction and shall terminate upon the expiration of 45 years from that date or upon.

b. Successor is Deemed Included in All References to Predecessor. Whenever in this Reimbursement Agreement either the Homeowner or the Housing Successor 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 Reimbursement Agreement contained by or on behalf of the Homeowner or the Housing Successor shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not. In addition, whenever the Loan or the Lender is named or referred to herein, such reference shall be deemed to include any subsequent, supplemental, or secondary Lender or Loan including but not limited to those acquired as a second lien or pursuant to a refinancing.

c. Amendment. The Homeowner and the Housing Successor may alter, modify or cancel, or agree or consent to alter, modify or cancel this Reimbursement Agreement by a writing executed by both of them at any time.

d. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received in the manner and to the addresses set forth in the Restriction.

e. Further Assurances and Corrective Instruments. The Homeowner and the Housing Successor agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required.

f. Execution in Counterparts. This Reimbursement Agreement 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.

g. Applicable Law. This Reimbursement Agreement shall be governed by and construed in accordance with the laws of the State of California.

h. Captions. The captions or headings in this Reimbursement Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Reimbursement Agreement.

i. Definitions. Any terms used herein but not separately defined herein shall be defined as provided in the Restriction.

IN WITNESS WHEREOF, the Homeowner and the Housing Successor have caused this Reimbursement Agreement to be executed by their duly authorized respective officers, all as of the date first above written.

HOMEOWNER:

By: _____
Juan Soto

By: _____
Margaret Soto

HOUSING SUCCESSOR:

**The City of Santa Fe Springs as Housing
Successor to the Community Development
Commission of the City of Santa Fe Springs, a
public body, corporate and politic**

By: _____
Raymond R. Cruz

Its: _____
Executive Director

EXHIBIT A TO REIMBURSEMENT AGREEMENT

Name of Homeowner: Juan Soto and Margaret Soto

Address of Home: 9735 Bartley Avenue, Santa Fe Springs, CA 90670

Name of Lender: Stearns Lending

Amount of Loan: \$77,449.00

EXHIBIT "F"

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attention: Wayne M. Morrell
Director of Planning

APN: 8006-022-900

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

OPTION AGREEMENT

THIS OPTION AGREEMENT is entered into as of September 13, 2018, by and between **THE CITY OF SANTA FE SPRINGS AS HOUSING SUCCESSOR TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS, a public body, corporate and politic** (the "Housing Successor"), and **JUAN SOTO and MARGARET SOTO** (the "Homeowner").

RECITALS

A. Homeowner has purchased a single family home located at 9735 Bartley Avenue, Santa Fe Springs, California, as such real property is more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property").

B. Homeowner and the Housing Successor have entered into an Affordable Housing Resale Restriction dated concurrently herewith (the "Restriction"). Under the terms of the Restriction, the parties have agreed that that for a forty-five year period the Property shall be sold only to First Time Homebuyers that are Very Low Income Households at an affordable housing cost.

C. Pursuant to Section 8 of the Restriction, the Homeowner has agreed to grant to the Housing Successor an option to purchase the Property upon the occurrence of certain events of default, as set forth therein.

D. Homeowner desires to grant to Housing Successor an option to purchase the Property on the terms and conditions set forth herein below. For purposes of this Option Agreement, "Property" shall also be deemed to include any and all improvements located on the real property.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Grant of Option. Homeowner grants to Housing Successor an option (the "Option") to purchase the Property on the terms and conditions set forth in this Option Agreement. The purchase price payable by the Housing Successor to the Homeowner for the Property ("Option Price") shall be the purchase price paid by the Homeowner for the Home (\$81,525), as adjusted by the percentage increase in the Los Angeles County median income for a family of four (pursuant to published regulations of the State of California) between the date of Homebuyer's purchase of the Home and Homebuyer's sale of the Home, plus the cost of Housing Successor approved Capital Improvements made to the Home during Homebuyer's ownership of the Home in excess of Two Thousand Five Hundred Dollars (\$2,500), up to a maximum total of Five Thousand Dollars (\$5,000). The Option created hereby shall be irrevocable by Homeowner and shall be binding upon the successors and assigns of Homeowner. The Housing Successor shall have the right of specific performance to enforce the terms of this Option Agreement.

2. Term for Option. The term of the Option ("Option Term") shall commence on the date of this Option Agreement, and shall expire upon the expiration or termination of the Restriction.

3. Exercise of Option. The Option may be exercised by Housing Successor's delivery to Homeowner of written notice of such exercise (the "Exercise Notice") within ninety (90) days after the occurrence of an event of default under the First Lien (as defined in the Restriction), a default of the Agreement which is not cured after notice and an opportunity to cure as provided therein, or the occurrence of a violation of the Property Maintenance Ordinance (Chapter 95 of Title IX of the Code of Ordinances for the City of Santa Fe Springs) which results in a City Manager hearing or the City Council on appeal of the City Manager's decision ordering the sale of the property back to the Housing Successor. In the event that the Housing Successor exercises the Option, but the Homeowner cures the default of the First Lien prior to the sale of the Property to the Housing Successor, the Housing Successor's exercise of the Option shall be deemed revoked. The revocation of the exercise of the Option shall not terminate this Option Agreement or preclude the Housing Successor from subsequently exercising the Option upon a later event of default under the First Lien.

4. Escrow and Completion of Sale. Within ten (10) days after Housing Successor has exercised the Option, or as soon thereafter as reasonably practicable, an escrow shall be opened with an escrow company mutually acceptable to Housing Successor and Homeowner for the conveyance of the Property to the Housing Successor. The Housing Successor shall deposit the Option Price in escrow not later than one (1) business day prior to the anticipated close of escrow date. The Housing Successor's obligation to close escrow shall be subject to the Housing Successor's approval of a then-current preliminary title report and, at Housing Successor's option, environmental and other site testing. Any exceptions shown on such preliminary title report created on or after the Homeowner's acquisition of the Property shall be removed by Homeowner at its sole expense prior to the close of escrow pursuant to this Section 4 unless such exception(s) is(are) accepted by Housing Successor in its reasonable discretion; provided, however, that Housing Successor shall accept the following exceptions to title: (i) current taxes not yet delinquent, (ii) matters affecting title existing on the date of Homeowner's acquisition of the Property, (iii) liens and encumbrances in favor of the City of Santa Fe Springs, and (iv) matters shown as printed exceptions in the standard form CLTA owner's policy of title insurance. The parties shall each be responsible for one-half of the escrow fees, documentary transfer taxes,

recording fees and any other costs and expenses of the escrow, and the Homeowner shall be responsible for the cost of a CLTA owner's policy of title insurance. Housing Successor shall have thirty (30) days after exercise of the Option to enter upon the Property to conduct any tests, inspections, investigations, or studies of the condition of the Property. Homeowner shall permit the Housing Successor access to the Property for such purposes. The Housing Successor shall indemnify, defend, and hold harmless Homeowner and its officers, directors, shareholders, partners, employees, agents, and representatives from and against all claims, liabilities, or damages, and including expert witness fees and reasonable attorney's fees and costs, caused by Housing Successor's activities with respect to or arising out of such testing, inspection, or investigatory activity on the Property. Escrow shall close promptly after acceptance by Housing Successor of the condition of title and the physical and environmental condition of the Property. Until the Closing, the terms of the Restriction and the documents executed and recorded pursuant thereto shall remain in full force and effect.

5. Termination of Option. The Option shall terminate upon the expiration of the Option Term. Upon receipt of the written request of Homeowner, Housing Successor shall cause a quitclaim deed terminating or releasing any and all rights Housing Successor may have to acquire the Property (the "Quitclaim Deed") to be recorded in the Official Records of Los Angeles County, California.

6. Assignment and Nomination. Housing Successor may assign its interest hereunder without the approval of the Homeowner, Housing Successor may nominate another person or entity to acquire the Property, and the identity of such nominee shall not be subject to the approval of the Homeowner.

7. Title. Following the date hereof, except as permitted by the Restriction, Homeowner agrees not to cause, and shall use commercially reasonable efforts not to permit, any lien, easement, encumbrance or other exception to title to be recorded against the Property without Housing Successor's prior written approval, such approval not to be unreasonably withheld.

8. Representations and Warranties of Homeowner. Homeowner hereby represents, warrants and covenants to Housing Successor as follows, which representations and warranties shall survive the exercise of the Option and the Close of Escrow:

(a) that this Option Agreement and the other documents to be executed by Homeowner hereunder, upon execution and delivery thereof by Homeowner, will have been duly entered into by Homeowner, and will constitute legal, valid and binding obligations of Homeowner;

(b) neither this Option Agreement, nor anything provided to be done under this Option Agreement, violates or shall violate any contract, document, understanding, agreement or instrument to which Homeowner is a party or by which it is bound; and

(c) Homeowner shall pay, prior to delinquency, any and all real property taxes and assessments which affect the Property.

Homeowner agrees to indemnify, protect, defend, and hold Housing Successor and the Property harmless from and against any damage, claim, liability, or expense of any kind

whatsoever (including, without limitation, reasonable attorneys' fees and fees of expert witnesses) arising from or in connection with any breach of the foregoing representations, warranties and covenants. Such representations and warranties of Homeowner, shall be true and correct on and as of the date of this Option Agreement and on and as of the date of the Close of Escrow.

9. Representations and Warranties of Housing Successor. Housing Successor hereby represents and warrants and covenants to Homeowner, as follows, which representations and warranties shall survive the Close of Escrow:

(a) that this Option Agreement and the other documents to be executed by Housing Successor hereunder, upon execution and delivery thereof by Housing Successor, will have been duly entered into by Housing Successor, and will constitute legal, valid and binding obligations of Housing Successor, and

(b) neither this Option Agreement, nor anything provided to be done under this Option Agreement, violates or shall violate any contract, document, understanding, agreement or instrument to which Housing Successor is a party or by which it is bound.

Housing Successor agrees to indemnify, protect, defend, and hold Homeowner and the Property harmless from and against any damage, claim, liability, or expense of any kind whatsoever (including, without limitation, reasonable attorneys' fees and fees of expert witnesses) arising from or in connection with any breach of the foregoing representations, warranties and covenants. Such representations and warranties of Housing Successor, and any other representations and warranties of Housing Successor contained elsewhere in this Option Agreement shall be true and correct on and as of the date of this Option Agreement and on and as of the date of the Close of Escrow.

10. General Provisions.

10.1 Paragraph Headings. The paragraph headings used in this Option Agreement are for purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Option Agreement.

10.2 Notices. Any notice, demand, approval, consent, or other communication required or desired to be given under this Option Agreement shall be in writing and shall be either personally served, sent by telecopy, mailed in the United States mails, certified, return receipt requested, postage prepaid, or sent by other commercially acceptable means, addressed to the party to be served with the copies indicated below, at the last address given by that party to the other under the provisions of this section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or two (2) business days following mailing as aforesaid, or if telecopied, when sent, provided a copy is mailed or delivered as provided herein:

To Homeowner:

Juan Soto and Margaret Soto
9735 Bartley Avenue
Santa Fe Springs, CA 90670

To Housing Successor:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attention: Wayne M. Morrell, Director of Planning

10.3 Binding Effect. The terms, covenants and conditions of this Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees.

10.4 Entire Agreement. This Option Agreement sets forth the entire agreement between the parties hereto respecting the Option, and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter of this Option Agreement.

10.5 California Law. This Option Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such laws.

10.6 Time of the Essence. Time is of the essence of each and every provision of this Option Agreement.

10.7 Counterparts. This Option Agreement may be signed by the parties hereto in duplicate counterparts which together shall constitute one and the same agreement between the parties and shall become effective at such time as both of the parties shall have signed such counterparts.

10.8 Attorneys' Fees. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including appeal of and/or enforcement of a judgment.

10.9 Computation of Time. All periods of time referred to in this Option Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time is specified as business days (which shall not include Saturdays, Sundays and state or national holidays), provided that if the date or last date to perform any act or give any notice with respect to this Option Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

10.10 Definition of Terms. Terms not otherwise defined in this Option Agreement are defined in the Restriction.

IN WITNESS WHEREOF, this Option Agreement is executed by the parties hereto on the date first above written.

HOMEOWNER:

By: _____
Juan Soto

By: _____
Margaret Soto

HOUSING SUCCESSOR:

**The City of Santa Fe Springs as Housing
Successor to the Community Development
Commission of the City of Santa Fe Springs, a
public body, corporate and politic**

By: _____
Raymond R. Cruz

Its: _____
Executive Director

EXHIBIT "A" TO OPTION AGREEMENT

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 624 OF TRACT NO. 16194, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 370, PAGES 14 OF 26 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERAL, AND OTHER HYDROCARBONS, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD.

End of Legal Description

The assessor's parcel number for the Property is: 8006-022-900; such number is subject to change

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 ANGELES)

On _____, 2018 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

CIVIL CODE § 1189

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COUNTY OF LOS ANGELES)

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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
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COUNTY OF LOS ANGELES)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "G"

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attention: Wayne M. Morrell
Director of Planning

APN: 8006-022-900

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

This Notice of Affordability Restrictions on Transfer of Property (or "Notice of Affordability Restrictions") is executed and recorded pursuant to Section 33334.3(f)(3)(B) of the California Health and Safety Code as amended by AB 987, Chapter 690, Statutes of 2007 (herein, "Chapter 690"), and affects that certain property located in the City of Santa Fe Springs, generally described as Assessor's Parcel Number 8006-022-900, and legally described in Exhibit "A" attached hereto and incorporated herein (the "Property"). The City of Santa Fe Springs as Housing Successor to the Community Development Commission of the City of Santa Fe Springs (the "Housing Successor") and Juan Soto and Margaret Soto, Husband and Wife as Joint Tenants ("Owner") have entered into an Affordable Housing Resale Restriction Agreement dated August 10, 2018 (the "Agreement").

1. The Agreement provides for affordability restrictions and restrictions on the transfer of the Property, as more particularly set forth in the Agreement. The Agreement is recorded concurrently herewith, and a copy of the Agreement is on file with the Housing Successor as a public record and is deemed incorporated herein. Reference is made to such instrument with regard to the complete text of the provisions of such Agreement which provides for affordability restrictions and restrictions on the transfer of the Property.

2. Any Transfer of the Property is subject to the provisions of the Agreement. "Transfer" means any sale, assignment or transfer, voluntary or involuntary, of any interest in the Property, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Property is transferred and

Owner retains title. Any Transfer without satisfaction of the provisions of the Agreement is prohibited and is void. Transfers by gift, devise, or inheritance to an existing spouse, surviving joint tenant, or a spouse as part of a dissolution proceeding, or in connection with marriage shall not be considered a transfer for the purposes of the Agreement; provided, however, the provisions of the Agreement shall remain in effect.

3. The Agreement contains affordability restrictions that restrict any purchase, assignment or transfer of the Property to an "Eligible Purchaser" within certain price restrictions, as specifically defined in the Agreement, for a period of forty-five (45) years from the date of the Agreement.

4. The assessor's parcel number for the Property is: 8006-022-900; such number is subject to change.

5. The legal description for the Property is attached hereto as Exhibit "A" and is incorporated herein by reference.

6. This Notice of Affordability Restrictions is intended merely to satisfy the requirements of Chapter 690. The Agreement shall remain in full force and effect and is not amended or altered in any manner whatsoever by this Notice of Affordability Restrictions.

7. Capitalized terms shall have the meaning established under the Agreement (including all attachments thereto) excepting only to the extent as otherwise expressly provided under this Notice of Affordability Restrictions.

8. Persons having questions regarding this Notice of Affordability Restrictions, the Agreement or the Attachments thereto should contact the Housing Successor at its offices at 11710 Telegraph Road, Santa Fe Springs, CA 90670, or such other address as may be designated by the Housing Successor from time to time.

OWNER:

By: _____
Juan Soto

By: _____
Margaret Soto

HOUSING SUCCESSOR:

**The City of Santa Fe Springs as Housing
Successor to the Community Development
Commission of the City of Santa Fe Springs, a
public body, corporate and politic**

By: _____
Raymond R. Cruz

Its: _____
Executive Director

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

REAL PROPERTY IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 624 OF TRACT NO. 16194, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 370, PAGES 14 OF 26 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERAL, AND OTHER HYDROCARBONS, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD.

End of Legal Description

The assessor's parcel number for the Property is: 8006-022-900; such number is subject to change

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

CIVIL CODE § 1189

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STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____, 2018 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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COUNTY OF LOS ANGELES)

On _____, 2018 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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STATE OF CALIFORNIA)
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COUNTY OF LOS ANGELES)

On _____, 2018 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

PURCHASE AND SALES AGREEMENT AND ESCROW INSTRUCTIONS

This Agreement is made as of the 13th day of September 2018, by and between the City of Santa Fe Springs acting as Housing Successor for the Community Development Commission of the City of Santa Fe Springs ("Housing Successor") and Juan Soto and Margaret Soto, Husband and Wife as Joint Tenant ("Buyer").

R E C I T A L S

- A. As a result of Assembly Bill x1 26, the Community Development Commission of the City of Santa Fe Springs ("CDC") was dissolved as of February 1, 2012. Pursuant to California Health and Safety Code §34176, the City Council of the City of Santa Fe Springs elected to retain the affordable housing assets and perform the housing functions previously held and performed by the CDC. The City Council elected to be the Housing Successor to the CDC for all purposes.
- B. The Housing Successor is the owner of the real property (the "Property") located at 9735 Bartley Avenue, Santa Fe Springs, California, (APN 8006-022-900) and legally described more specifically on Exhibit "A" attached hereto.
- C. The CDC purchased the Property in a substandard condition and, between acquisition cost and rehabilitation, expended in excess of \$417,000 in bringing the Property to its present condition.
- D. Buyer is the winner of a lottery held through the City's Housing Acquisition and Rehabilitation Program ("HARP") to determine the right to purchase the Property for the price set forth below in Section 1. In order to qualify for the lottery, Buyer has demonstrated to the Housing Successor that Buyer has resided for the preceding three years in the City of Santa Fe Springs, and that Buyer's household is a very low income household, designated as 50% of area median income for Los Angeles County, adjusted for household size, as set forth by of the California Department of Housing and Community Development ("HUD").
- E. The Housing Successor wishes to sell the Property to qualified persons who will maintain it in a first-class condition, who qualify financially as set forth above, and who will agree to certain covenants and conditions regarding the resale of the Property, for a period of 45 years from the date of close of escrow for the sale of the Property from the Housing Successor to Buyers (the "Covenant Period"), in accordance with the Affordable Housing Resale Restriction and Option Agreement.
- F. The Housing Successor is willing to subsidize the sale to Buyer, as set forth herein, because of Buyer's acceptance of the foregoing goals and agreement to cooperate in carrying them out through Buyer's execution, concurrent with this Agreement, of an Affordable Housing Resale Restriction, Reimbursement Agreement, Deed of

Trust, and Option Agreement, for which the execution shall be conditions precedent to Housing Successor's obligations herein.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE I PURCHASE AND SALE

- 1.1. Purchase and Sale. The Housing Successor agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from the Housing Successor for a total sum of \$81,525.00 ("Purchase Price")
- 1.2. Terms of Sale. Buyer shall pay the purchase price into escrow as follows:
 - a. Buyer shall deposit not less than \$4,076.25 into escrow no later than one business day following the Opening of Escrow. Buyer shall deposit the remaining Purchase Price no later than the Close of Escrow.
 - b. Buyer shall obtain financing for the acquisition of the property, and is hereby granted the right to give a lender a first deed of trust on the Property to secure said loan (the "Lender's Loan").
- 1.3. Conditions of Sale. Buyer understands and agrees that Seller's sale of the property to Buyer is expressly subject to and conditioned upon the affordable housing restrictions set forth in the Restriction along with Buyer's concurrent execution of the Restriction and the Reimbursement Agreement, Deed of Trust, and Option Agreement attached thereto (collectively the "Affordability Documents") and recordation of the Restriction, Deed of Trust, and Option Agreement and delivery to Seller of the Reimbursement Agreement upon the Close of Escrow. Buyer's execution of the Affordability Documents shall be a condition precedent to Seller's obligations herein.
- 1.4. Condition of Title. At Close of Escrow, Seller shall convey to Buyer fee simple title to the Property subject only to the following matters (the "Permitted Exceptions"): (1) all easements, restrictions, and covenants of record including those set forth herein; (2) current, non-delinquent real property taxes; (3) all matters of title respecting the Property set forth in a Preliminary Title Report.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1 Sellers Representations and Warranty. Seller hereby represents and warrants to Buyer that the following facts are true and correct as of the date hereof.

(a) Power and Authority. Seller has good and marketable title to the Property and has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) Requisite Action. All requisite action has been taken by Seller in connection with entering into this Agreement, to execute the instruments referenced herein, and the consummation of the transactions contemplated hereby.

(c) Recitals. The information contained in the Recitals is true and correct.

(d) Condition of Property. Seller will deliver the property at Close of Escrow in an "As Is" condition. To the best of Seller's knowledge, Seller has not received notice of any violation of applicable governmental regulations relating to the Property.

(e) Taxes and Assessments. Seller has provided to Buyer all relevant information in its possession concerning real property taxes and any special assessments or bonds which may be levied against the Property as a result of any existing public improvements or work, activities or improvements done to the Property by Seller.

(f) Hazardous Materials. To the best of Seller's knowledge, without any duty of inquiry or investigation, all operations or activities upon, or use or occupancy of the Property by Seller or any current occupant or user thereof are in compliance with all state, federal and local laws and regulations governing, or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether accidental or intentional) of any toxic or hazardous substances, materials or wastes, including, without limitation, any hazardous material (as such terms are commonly defined or employed in accordance with applicable federal, state or local laws, codes, ordinances, rules and regulations). To the best of Seller's knowledge, without any duty of inquiry or investigation, there is not present upon the Property, or on any portion thereof, underground storage tanks, any hazardous material or any structures, fixtures, equipment or other objects or materials containing any hazardous material in violation of any applicable environmental law.

(g) Leases and Contracts. To the best of Seller's knowledge, there are no oral or written leases, subleases, licenses, occupancies, or tenancies in effect

pertaining to the Property, and no persons or entities occupy or have the right to occupy or use all or my portion of the Property. To the best of Seller's knowledge, except as disclosed by Seller to Buyer, there are no service or maintenance contracts, warranties, guarantees, bonds, insurance policies or other agreements (whether oral or written) which will affect or be obligations of Buyer or the Property after the Close of Escrow.

(h) General Representation. No representation, warranty or statement of Seller in this Agreement or in any document, certificate of schedule prepared by Seller and to be furnished to Buyer pursuant to the terms of this Agreement contains any untrue statement of material fact.

2.2. Buyers Representations and Warranty. Buyer hereby represents and warrants to Seller that the following facts are true and correct as of the date hereof:

(a) Buyer has the full authority and power to comply with all of its obligations set forth in this Agreement and hereby represents and warrants to Seller that all facts regarding Buyer herein are true and correct.

(b) No representation, warranty or statement of Seller in this Agreement or in any document, certificate of application prepared by Buyer and to be furnished to Seller pursuant to the terms of this Agreement or the Restriction contains any untrue statement of material fact. To the best of Buyer's knowledge, Buyer has provided Seller with all relevant information regarding Buyer's purchase the Property.

(c) Except for the representations and warranties explicitly set forth in Section 2.1, Buyer hereby releases Seller, Seller's affiliates, officers, directors, partners, employees, and agents, and their respective heirs, successors, personal representatives and assigns, from and against any and all claims which Buyer may have and which arise out of or are in any way connected with this Agreement and the Property, including, without limitation, every physical and environmental condition of the Property. **BUYER EXPRESSLY WAIVES ITS RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE SECTION 1542 AND UNDER ANY PROVISION OF LAW THAT PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT BUYER DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MUST HAVE MATERIALLY AFFECTED ITS AGREEMENT TO RELEASE SELLER. BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT BUYER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO BUYER MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CLAIMS WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND BUYER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION, AND THAT BUYER NEVERTHELESS HEREBY INTENDS TO RELEASE,**

DISCHARGE AND ACQUIT SELLER FROM ANY SUCH UNKNOWN CLAIMS, AND THAT SUCH WAIVERS AND RELEASES FORM A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY BUYER IN EXCHANGE FOR SELLER'S PERFORMANCE UNDER THIS AGREEMENT. BUYER HAS CONSULTED WITH LEGAL COUNSEL CONCERNING THE EFFECTS OF THIS WAIVER AND RELEASE ON BUYER'S RIGHTS AND REMEDIES RELATED TO THE PROPERTY.

Initials: Buyer: _____ Seller: _____

**ARTICLE III
COVENANTS OF SELLER AND BUYER AND INSPECTION PERIOD**

3.1 License to Enter. Seller hereby agrees that Buyer and/or its agents, representatives, contractors and subcontractors may, following the Opening of Escrow until the expiration of eighteen days ("Inspection Review Period") conduct Buyer's own inspection of the Property provided that (i) such activities do not impair the drainage of the Property; and (ii) Buyer shall be responsible for any damage caused thereby to the Property. Buyer shall be responsible for any liability, cost, claim, damage or injury caused by such entry and shall keep the Property free of any and all liens arising there from. Buyer shall indemnify and hold Seller harmless and defend Seller from and against such liability, loss, judgment, cost, claim, damage or injury, including but not limited to attorneys' fees and costs, arising out of or in connection with entry or testing on the Property by Buyer or its agents, representatives, contractors or subcontractors.

3.2 Inspection Review Period. Buyer shall until the expiration of the Inspection Review Period to approve at its sole discretion, the following:

- (1) Preliminary Title Report and related underlying documents.
- (2) Size, description, and condition of the property.

3.3 Property Condition. The Property is being sold "As Is" with Seller making no additional representations or warranties concerning the Property beyond those set forth in Section 2.1 of this Agreement. Buyer is responsible to inspect the Property during the Inspection Review Period. In the event Buyer determines there is a defect in title, size, description, or condition of the Property, Buyer may, at Buyer's option, terminate this Agreement upon written notice to Seller prior to expiration of the Inspection Review Period. Buyer's failure to submit written notice of termination under this Section 3.3 prior to expiration of the Inspection Review Period shall be deemed Buyer's waiver and acceptance of any and all conditions of defect.

(a) Title. Buyer shall complete its examination of the title to the Property during the Inspection Review Period. As part of this examination, Buyer shall obtain, at its own

expense, a title insurance commitment and/or title search ("Title Report") issued by the Title Company, which is licensed to issue and write title insurance policies in the State of California, showing Seller's title to the Property. At closing, the Buyer is responsible to pay all premiums necessary to convert the title insurance commitment to a title insurance policy in favor of Buyer for the full amount of the Purchase Price.

(b) Environmental Investigation. Buyer may at its sole option and expense, perform such environmental audits, testing and sampling of the Property as it, in its sole discretion, deems necessary to determine the environmental condition of the Property. Buyer shall conclude that the environmental condition of the Property shall not subject Buyer to potential claims because of the environmental condition of the Property, or require that Buyer incur expense to remediate, or abate any contamination of the Property, or remove any underground storage tanks, petroleum product lines, asbestos or asbestos containing materials, septic tanks or other like containers or pipes from the Property. Buyer shall defend and indemnify Seller for any damage, injury, release, loss, expense, claim, or suit which arises from any environmental audits, testing and/or sampling of the Property conducted by or at the request of Buyer pursuant to this provision.

ARTICLE IV USE AND RESTRICTIONS

4.1 Maintenance of Exterior. At all times during the Covenant Period, Buyer shall maintain the exterior of the Property (dwelling and accessory structures) to the standards required by the City's Property Maintenance Ordinance (Chapter 95) contained in the City Code of the City of Santa Fe Springs, as such Chapter presently exists or is hereafter amended (the "PMO").

4.2 Maintenance of Interior. Because of the Housing Successor's potential right to repurchase the Property during the Covenant Period, Buyer shall maintain the interior of the Property to standards of normal use, including routine maintenance and upkeep.

4.3 Repurchase. In the event that the Housing Successor repurchases the Property as set forth below, the Housing Successor's actual costs of repair and rehabilitation will be deducted from the repurchase price set forth below. Items for which deductions will be made include but are not limited to:

- a. Holes, cracks, gouges or other punctures/indentures in wall, ceiling or roof area.
- b. Lack of proper maintenance of floors, painted or varnished surfaces of wall, ceilings, etc.; cracked and peeling painted surfaces; discoloration of painted surfaces; stains, markings or graffiti on walls, floors or ceilings.

- c. Broken glass, debris, garbage, human or animal waste on the floors, or holes in the carpet or floors.
 - d. Broken, removed, disconnected and/or clogged plumbing fixtures.
 - e. Broken, removed and/or non-workable doors, windows, cabinets, cupboards, closets and shelves.
 - f. Acts of vandalism or malicious mischief.
- 4.4 Declaration of Public Nuisance. If, during the Covenant Period, there is any violation of the PMO, which results in the Property being declared a public nuisance, the City Council may order that Buyer sell the Property back to the Housing Successor. Such repurchase by Housing Successor shall be at the price set forth below in Section 5.2 and 6.2.
- 4.5 Property as Principal Residence. During the Covenant Period, the Property shall be the principal residence of Buyer and Buyer's children only. It may not be leased or rented under any circumstances without the Housing Successor's prior written approval, which will be given only in case of extreme hardship beyond the control of Buyer, as determined at the sole discretion of the Housing Successor.
- 4.6 No Further Encumbrance. Buyer agree that they shall not record or cause the recordation of any deed of trust, excepting the deed of trust required herein, securing a note having a principal sum which when combined with all other outstanding encumbrances exceeds the amount of the original Property acquisition First Lien loan amount of \$81,525.00 (a "Further Encumbrance"). In no event shall any Further Encumbrances exceed one hundred percent (100%) of the Affordable Housing Cost of the Property.

ARTICLE V TRANSFERS

- 5.1 Assignment. In no event shall Buyer assign or transfer title to or any interest in the Property, or any portion thereof, without the prior express written consent of the Housing Successor, which consent shall be given by the Housing Successor only in the event that the Housing Successor determines that the assignee or transferee is a First Time Homebuyer and a Very Low Income Household, that the assignee's or transferee's monthly housing payments are at an Affordable Housing Cost, and that the assignee or transferee has expressly assumed this Restriction by execution of a written assignment document to be provided by the Housing Successor. This section shall not affect or diminish the Housing Successor's right to assign all or any portion of its rights hereunder. "Transfer" means any sale, assignment or transfer, voluntary or involuntary, of any interest in the Property, including, but not limited to, a

fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest, or an interest evidenced by a land contract by which possession of the Property is transferred and Owner retains title. **ANY SALE OR TRANSFER MADE WITHOUT COMPLIANCE WITH THE PROVISIONS OF THIS SECTION SHALL BE PROHIBITED AND VOID.**

- 5.2 Repurchase. In the event that Housing Successor repurchases the Property pursuant to any provision set forth in the Affordable Housing Resale Restriction, the purchase price payable to the Housing Successor to the Homeowner for the Property shall be the Affordable Housing Cost of the Property at the time the Housing Successor's exercise of the option to repurchase the Property.

ARTICLE VI DEFAULT

- 6.1 Remedies. In the event of violation or threatened violation by Buyer of any of the provisions of this Agreement, the Housing Successor shall be deemed to be an interested party and shall have the right to seek appropriate judicial relief for the purpose of eliminating or preventing the violation.
- 6.2 Right to Repurchase. Any default by Buyer on the Lender's Loan, whether by non-payment or otherwise, shall trigger the Housing Successor's right to repurchase the Property for the amount set forth herein and as stipulated in the Affordable House Resale Restriction and the Option Agreement. In the event that Housing Successor repurchases the Property based on a default on the Lender's Loan, the parties shall deduct from the purchase price all expenses incurred by Housing Successor as a result of said default, in addition to any other deductions relating to any other provision of this Agreement.

ARTICLE VII ESCROW

- 7.1 Agreement to Constitute Escrow Instructions. This Agreement together with any General Provisions of Escrow Holder (the "General Provisions") collectively shall constitute escrow instructions and a copy hereof shall be deposited, with Escrow Holder for this purpose. In the event of any inconsistency between the terms of the General Provisions and this Agreement, the provisions of this Agreement shall prevail to the extent of any such inconsistency.
- 7.2 Escrow Holder. The Escrow (the "Escrow") and title office shall be selected by Buyer.

7.3 Opening of Escrow. Escrow shall open on the date on which a copy of this Agreement, properly executed by the parties hereto, has been deposited with Escrow Holder (the "Opening of Escrow"), which copy the parties hereto agree shall be delivered to Escrow Holder immediately following execution. Escrow Holder shall notify the parties immediately upon receipt of a copy of this Agreement as so executed as to the date of the Opening of Escrow.

7.4 Close of Escrow. The Closing shall occur thirty days following the Opening of Escrow, subject to Section 7.7 of this Agreement, unless extended by mutual written agreement of the parties. For purposes of this Agreement, the terms "Closing Date" and the "Close of Escrow" mean the date on which the Closing occurs and the term "Closing" means the recordation of the Grant Deed.

7.5 Certain Obligations.

(a) In addition to any other obligations contained in this Agreement, Buyer shall have deposited the Deposit into Escrow as required pursuant to Section 1.3 or before the time set forth in such section.

(b) Not later than one (1) business day prior to the Close of Escrow, Buyer shall deposit into Escrow:

(i) The total Purchase Price, less the Deposit, as provided in Section 1.2(a), in cash or by wire transfer.

(ii) All other sums and documents required by Escrow Holder to be deposited by Buyer to carry out this Escrow, including but not limited to the documents required by Section 1.3.

7.6 Certain Obligations of Seller. In addition to any obligations contained in this Agreement, not later than one (1) business day prior to the Scheduled Closing Date, Seller shall deposit with Escrow Holder: (a) A Grant Deed, duly executed, acknowledged and in recordable form conveying Seller's interests in the Property to Buyer (the "Grant Deed"), (b) All other sums and documents required by Escrow Holder to be deposited by Seller to carry out this Escrow.

7.7 Conditions to Seller's Obligation to Sell. Seller's obligation to sell the Property is expressly conditioned upon each of the following:

(a) The sale of the property is contingent upon approval of the City Council acting as the Housing Successor for the Community Development Commission of the City of Santa Fe Springs.

(b) Buyer shall have deposited with Escrow Holder all sums and documents required pursuant to Section 7.5.

(c) Buyer shall have timely PERFORMED each obligation and covenant of Buyer required pursuant to this Agreement.

(d) All representations and warranties of Buyer hereunder are materially true and correct.

7.8 Conditions to Buyer's Obligation to Buy. Buyer's obligation to buy the Property is expressly conditions upon each of the following:

(a) Seller shall have deposited with Escrow Holder all sums and documents required pursuant to Section 7.6.

(b) Seller shall have timely performed each obligation and covenant of Seller required pursuant to this Agreement.

(c) Escrow Holder holds for issuance the Title Policy (as hereinafter defined).

(d) All representations and warranties of Seller hereunder are materially true and correct.

(e) No material adverse change shall have occurred to the condition of the Property or the improvements thereon.

7.9 Title Policy. Escrow Holder is hereby instructed to deliver to Buyer through Escrow a standard owner's policy of title insurance dated the date and time of Closing with liability in the amount of the Purchase Price (the "Title Policy"). The Title Policy shall insure Buyer (or its nominee) as owner of good, marketable and indefeasible fee title to the Property subject only to (i) the standard printed title company exceptions and (ii) the Permitted Exceptions and any other exceptions approved, by or created by Buyer. Buyer shall have the right to obtain extended coverage at its own cost.

7.10 Instructions to Escrow Holder

(a) Deposit in Interest Bearing Account. Upon receipt of the Deposit, Escrow Agent shall hold and invest the Deposit in an interest bearing account until Close of Escrow or earlier termination of this Agreement. The Deposit shall be applied and credited to the Purchase Price upon the close of escrow. In the event Buyer terminates this Agreement prior to expiration of the Inspection Review Period, the Deposit shall be returned to Buyer. In the event Buyer defaults hereunder or otherwise terminates this Agreement after expiration of the Inspection Review Period, the Deposit shall constitute liquidated damages as set forth hereinafter.

(b) Recordation of the Grant Deed and Delivery of Funds. Upon receipt of the documents and sums described in this Article VII, Escrow Holder shall

- (1) cause the Restriction, Deed of Trust, Option Agreement, and Grant Deed to be recorded (with documentary transfer tax information to be affixed after recordation) in the office of the County Recorder of Los Angeles County, California, and
- (2) deliver the Buyer executed Reimbursement Agreement to Seller, and
- (3) deliver the proceeds of the Escrow less appropriate charges to Seller, and
- (4) deliver a conformed copy of the recorded Restriction, Deed of Trust, Option Agreement, and Grant Deed to Buyer immediately following the Closing.

All sums to be disbursed to Seller by Escrow Holder shall be by certified or cashier's check of Escrow Holder or by wire transfers if Escrow Holder is so advised by Seller.

(c) Proration. Real property taxes and any other assessment payment shall be prorated as of Close of Escrow.

(d) Costs of Escrow.

(i) Seller shall pay one-half (1/2) of the Escrow fee together with all documentary transfer tax.

(ii) Buyer shall pay all costs not described as Seller's costs in Section 7.10(d)(i).

7.11 Broker's Commission. Seller represents that it was not represented by a Broker and any Broker's Commission shall be paid by Buyer.

7.12 Default. Time is of the essence in this Agreement and if Buyer or Seller (the "Defaulting Party") fails to deposit any of the amounts due pursuant to this Agreement, or to perform any other act when due, then the other party (the "Non-Defaulting Party") may initiate any of its rights under this Agreement, in law or in equity by notice in writing to the Defaulting Party and Escrow Holder. Should Buyer default, Seller shall be entitled to retain Buyer's deposit as liquidated damages. If the Defaulting Party has not fully cured the default within seven (7) calendar days after receipt of said notice by the Defaulting Party, Escrow Holder may be instructed by the Non-Defaulting Party to cancel this Escrow and the Non-Defaulting Party shall thereupon be released from its obligations under this Agreement.

7.13 Buyer's Remedies. Buyer and Seller agree that if the sale contemplated by this Agreement is not completed as herein provided solely by reason of any material default of Seller, Buyer's deposit shall be returned to Buyer, and Buyer shall have the right to pursue any remedy available at law or in equity for such default of Seller, including, without limitation, the specific performance of this Agreement.

7.14 Termination of Agreement. In the case of termination of this Agreement in accordance with its terms and cancellation of the Escrow (except for a Buyer's Default under which Seller would be entitled to retain Buyer's deposit as liquidated damages), all documents and funds (together with any interest accrued thereon) previously deposited into the Escrow shall be promptly returned to the depositing party by the person or entity then holding such documents and funds, and all rights and obligations of the parties existing hereunder shall thereafter terminate and be of no further force and effect except for the indemnification of Buyer set forth in this Agreement all of which shall survive the termination of this Agreement

7.15 Escrow Cancellation Charges. In the event the event that this Escrow shall fail to close by reason of the default of either party hereunder, the defaulting party shall be liable for all Escrow cancellation charges. In the event that the Escrow shall fail to close for any other reason, each party shall be liable for one-half (1/2) of all Escrow cancellation charges.

7.16 Delay in Closing; Authority to Close. If Escrow Holder cannot close the Escrow on or before the scheduled Closing Date, it will, nevertheless, close the same when all conditions have been satisfied or waived, notwithstanding that one or more of such conditions has not been timely performed, unless after the Scheduled Closing Date and prior to the close of the Escrow, Escrow Holder receives a written notice to terminate the Escrow and this Agreement from a party who, at the time such notice is delivered, is not in default hereunder. The exercise of such right, and the return of moneys and documents, shall not affect the rights of the party not in default permitted in this Agreement for the other party's breach of this Agreement. In addition, the giving of such notice, the failure to object to termination of the Escrow or the return of moneys and documents shall not affect the right of the other party to pursue other remedies permitted hereunder for the breach of the party who gives such notice.

ARTICLE VIII MISCELLANEOUS

8.1 Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect unimpaired by the holding.

8.2 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the respective heirs, successors and assigns of the parties hereto.

8.3 Governing Law. This Agreement shall be governed by the laws of the State of California. Any legal action pertaining to this Agreement shall be filed in the Los Angeles Superior Court, Southeast District. In any such legal action, the prevailing party shall be entitled to recover its reasonable litigation expenses, including attorneys' fees.

8.4 Incorporation of Exhibits. All exhibits attached hereto and referred herein are incorporated in this Agreement as though fully set forth herein.

8.5 Attorneys' Fees. In any legal proceeding between Buyer and Seller seeking enforcement of or attempting to construe any of the terms and provisions of this Agreement, or in connection with any of the property described herein, including, without limitation, insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, without limitation, service of process, filing fees, court and court reporter costs, investigation costs, expert witness fees and the cost of any bonds, and reasonable attorneys' fees.

8.6 Notices. All Notices required or permitted by this Agreement shall be in writing and may be delivered in person (by hand delivery or professional messenger service) to either party or may be sent by registered or certified mail, with postage prepaid, return receipt requested or delivered by Express Mail of the U.S. Postal Service or Federal Express or any other courier services guaranteeing overnight delivery, charges prepaid, addressed as follows:

If to Seller at:

City of Santa Fe Springs
Housing Successor
11710 East Telegraph Road
Santa Fe Springs, CA 90670
Attention: City Clerk

If to Buyer:

Juan and Margaret Soto
9735 Bartley Avenue
Santa Fe Springs, CA 90670

Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed in Los Angeles, Orange, San Bernardino or Riverside

Counties with postage prepaid. Notices delivered by overnight service shall be deemed to have been given twenty-four (24) hours after delivery of the same, charges prepaid, to the U.S. Postal Service or private courier. Any notice or other document sent by any other manner shall be effective only upon actual receipt thereof. Any party may change its address for purposes of this Section by giving notice to the other party and to Escrow Holder as herein provided.

8.7 Entire Agreement: Amendment. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters, shall be effective for any purpose. No provision of this Agreement may be modified, waived, amended or added to except if in writing and signed, by the party against which the enforcement of such modification, waiver, amendment or addition is or may be sought.

8.8 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties may require.

8.9 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

8.10 Waiver. The waiver of any breach of any provision hereunder by Buyer or Seller shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof.

8.11 Further Assurances. Seller and Buyer each agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the sale or any other agreement contained herein in the manner contemplated hereby

8.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

8.13 Time of Essence. Time is of the essence in this Agreement as to all dates and time periods set forth herein.

8.14 Recitals. The provisions of the recitals of this Agreement shall constitute operative and enforceable provisions of this Agreement.

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

BUYER:

SELLER:

CITY COUNCIL OF THE CITY OF SANTA FE
SPRINGS AS HOUSING SUCCESSOR FOR THE
COMMUNITY DEVELOPMENT COMMISSION OF
THE CITY OF SANTA FE

Juan Soto and Margarita Soto

Raymond R. Cruz, City Manager

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

REAL PROPERTY IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 624 OF TRACT NO. 16194, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 370, PAGES 14 OF 26 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERAL, AND OTHER HYDROCARBONS, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD.

End of Legal Description

The assessor's parcel number for the Property is: 8006-022-900; such number is subject to change

**FOR ITEM NO. 5
PLEASE SEE ITEM NO. 6**



City of Santa Fe Springs

City Council Meeting

September 13, 2018

APPROVAL OF MINUTES

Minutes of the August 9, 2018 Regular City Council Meeting

RECOMMENDATION

Staff recommends that the City Council:

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- August 9, 2018

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz
City Manager

Attachment:

Minutes for August 9, 2018



APPROVED:

MINUTES OF THE MEETINGS OF THE HOUSING SUCCESSOR, SUCCESSOR AGENCY AND CITY COUNCIL

August 9, 2018

1. **CALL TO ORDER**

Mayor Sarno called the meeting to order at 6:01 p.m.

2. **ROLL CALL**

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

Members absent: None

HOUSING SUCCESSOR

3. **CONSENT AGENDA**

Approval of Minutes

Minutes of the July 12, 2018 of the Housing Successor Agency

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

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Zamora, to approve Item No. 3 by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nays: None

Absent: None

SUCCESSOR AGENCY

4. **CONSENT AGENDA**

Approval of Minutes

Minutes of the July 12, 2018 Successor Agency Meeting

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

It was moved by Council Member Rounds, seconded by Council Member Moore, to approve Item No. 4 by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nays: None

Absent: None

CITY COUNCIL

5. CONSENT AGENDA

Minutes of the July 12, 2018 Regular City Council Meeting

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

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Zamora, to approve Item No. 5, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

NEW BUSINESS

6. Appropriation of funds from the City's Art in Public Places Fund and Authorization to Distribute Monies as Recommended by the Heritage Advisory Committee to Fund City's Art Education Grant Program Fiscal Year 2018-19

Recommendation: That the City Council:

- Approve the appropriation of funds from the City's Art in Public Places Fund, Activity 6350-6100, and authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program Fiscal Year 2018-2019.

Council Member Moore requested to allocate an additional \$320.00 to Item No. 6 for the Library Bookmark Competition held every year during the SFS Artfest.

It was moved by Council Member Moore, seconded by Mayor Pro Tem Trujillo, to approve the appropriation of funds from the City's Art in Public Places Fund, Activity 6350-6100, and authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program Fiscal Year 2018-2019, along with a grant of \$320.00 for supplies for the Library Bookmark Competition by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

7. Florence 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.

It was moved by Council Member Moore, seconded by Council Member Zamora, to approve the Plans and Specifications; and authorize the City Engineer to advertise for construction bids, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

8. On-Call Professional Engineering Services Contracts Extension – Approve One (1) Year Extension

Recommendation: That the City Council:

- Approve Contract Amendments for each of the following six (6) On-Call Engineering Firms to extend the term of each Agreement for one (1) year; and
- Authorize the Mayor to execute Contract Amendment No. 1 for each of the On-Call Engineering Firms.

Council Member Rounds asked if there were any issues with the On-Call Engineering Firms.

Public Works Director Noe Negrete said that there were no issues with any of the firms with the exception of the one that was bought out initially. He stated that the intent was to extend the current contract for one more year and then open an RFP that will be open to all firms.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Trujillo, to approve contract amendments for each of the following six (6) On-Call Engineering Firms to extend the term of each agreement for one (1) year; and authorize the Mayor to execute Contract Amendment No. 1 for each of the On-Call Engineering Firms, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

Mayor Sarno recessed the meetings at 6:06 p.m.

Mayor Sarno convened the meeting at 7:03 p.m.

9. **INVOCATION**

Council Member Moore led the invocation.

10. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Youth Leadership Committee.

11. **INTRODUCTIONS**

- Mayor Sarno introduced Mirian Riley from PIH, Dany Omara from Starbucks, Rick Mendez from the Santa Fe Springs Swap Meet, George Buchanan, President of the Little Lake School Board, and Kathie Fink from the Chamber of Commerce.

12. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Art Walk Launch, August 25, 2018 from 10 a.m. – 12 p.m.
- Wizard of Oz, August 24, 2018 from 9 a.m. – 12 p.m.
- Reading Club Tutor Training, September 6, 10 & 13, 2018 from 6 p.m. – 8 p.m.
- Youth Nerf Football Clinic, September 14 – November 19, 2018 from 4 p.m. – 5 p.m.

13. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- Public Works Director, Noe Negrete spoke about the Florence Avenue (Orr & Day Rd to Studebaker Rd) Caltrans striping project. He also spoke about there being no further transportation for children from the other side of the bridge to the school as they were offering before due to the Caltrans project.
- Planning Director, Wayne Morrell spoke about attending the State of the Nation Luncheon.
- Director of Police Services, Dino Torres spoke about having public safety surveilling the traffic since school will begin soon.
- Fire Chief, Brent Hayward provided an update on the CARR Fire; noted there were 177,450 acres burned, 48% contained, 1599 structures destroyed, 4,761 Fire Personnel assigned and 361 Fire Engines. He also spoke about the Relay for Life Potato Bake that is scheduled for August 23, 2018, and encouraged everyone to participate.
- Finance Director, Travis Hickey stated that the following week, himself, the City Manager and the Director of Planning would be attending the Annual Chamber Workshop.
- Director of Community Services, Maricela Balderas noted that the City Library received a \$5,000 grant from the California State Libraries Initiative Book Project; she also spoke about the 2018 Summer Camp, Concerts and Movies events.

14. PRESENTATIONS

- a. 2018 Children's Back to School Backpack Program – Recognition of Sponsors
- b. Introduction of New Employee, Evelyn Ramos, Human Services Case Worker I
- c. Proclaiming the Day of August 21, 2018 as "National Senior Citizen's Day" in the City of Santa Fe Springs
- d. Presentation from Colonel Darrin Bender, Director of Government Affairs/California Military Department – Proposed Readiness Center for California National Guard

15. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Advisory Committee Appointments

Council Member Moore appointed Eileen Ridge and Jeannie Hale to the Beautification Committee.

Mayor Pro Tem Trujillo appointed Kay Gomez to the Beautification Committee.

16. ORAL COMMUNICATIONS

Joe Perez, resident of Santa Fe Springs spoke during oral communications.

17. COUNCIL COMMENTS

- Council Member Moore thanked staff for all their hard work, including all city's first responders whom work 24 hours a day.
- Council Member Rounds spoke about the fire fighters, thanked them for their service, also spoke about the heat wave.
- Council Member Zamora spoke about the fire fighters; thanked City Manager Raymond Cruz for his hard work.
- Mayor Pro Tem Trujillo thanked staff for their hard work aside from being limited on resources due to budget cuts; also encouraged citizens to purchase the pink breast cancer awareness police badges.
- Mayor Sarno spoke about the whale-watching event.
- Council Member Moore thanked Yolanda Summerhill for her assistance.

18. ADJOURNMENT

Mayor Sarno adjourned the meeting at 7:54 in memory of Armand Cruz.

ATTEST:

Janet Martinez
City Clerk

Jay Sarno
Mayor

Date



City of Santa Fe Springs

City Council Meeting

September 13, 2018

PUBLIC HEARING

Resolution No. 9602 – Approval of Residential Street Concrete Sidewalk Improvement Project Proposed for FY 2018/19 Community Development Block Grant (CDBG) Funding

RECOMMENDATIONS

That the City Council take the following actions:

- Open the Public Hearing and receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9602 certifying that the City is in conformance with the FY 2018/19 (CDBG) Funding requirements; and
- Authorize the City Manager to submit the Residential Street Concrete Sidewalk Improvements Project to the Los Angeles County Community Development Commission for approval.

BACKGROUND

The City participates in the Los Angeles Urban County Community Development Block Grant (CDBG) program, a U.S. Department of Housing & Urban Development (HUD) entitlement program administered by the County of Los Angeles. Although the funds are an "entitlement," every year, the City must make specific application to the County defining the projects to be funded. The application requires public participation subject to proper notification of at least 30 days. Accordingly, notices were posted from August 8-September 9, 2018 at City Hall, the kiosk at Town Center Hall, the City Library, and the Gus Velasco Neighborhood Center advising the public of this hearing.

The City Council, at the July 26, 2018 meeting, approved allocating \$103,000 of CDBG funding to residential street improvements including: sidewalks, curbs and ADA-compliant ramps. The City Council also approved allocating \$90,000 of Utility Users Tax (UUT) funds to the residential street improvements. The combined amounts of funding will provide for cost advantages and economies of scale when soliciting bids for constructing the concrete flatwork improvements.

FISCAL IMPACT

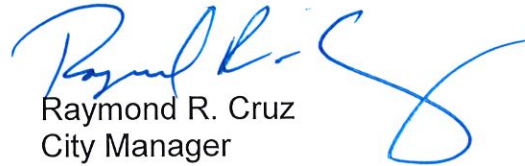
The CDBG allocation of \$103,000 will positively impact and effect the UUT CIP Fund. And the allocation of an additional \$90,000 of UUT CIP Funds will provide cost advantages and economies of scale.

Report Submitted By: Noe Negrete, Director  Date of Report: September 4, 2018
Department of Public Works

ITEM NO. 7

INFRASTRUCTURE IMPACT

The proposed residential street concrete flatwork improvements project will provide for the safety and welfare of the residents and enhance the longevity of the City's residential streets as vital assets.



Raymond R. Cruz
City Manager

Attachments:

1. Resolution No. 9602
2. List of Residential Street Sidewalk Improvement Projects Proposed for CDBG and UUT Funding

RESOLUTION NO. 9602

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SANTA FE SPRINGS, CALIFORNIA
APPROVING THE CITY'S COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM FOR FISCAL YEAR 2018-2019**

WHEREAS, on August 22, 1974 the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Santa Fe Springs has received notification of the availability of \$103,000 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2018-2019; and

WHEREAS, suggestions have been requested from City departments for the utilization of these funds; and

WHEREAS, the City has published information and solicited comments regarding eligible activities under the Act and has conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

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

Section 1. That the City Council allocates its available CDBG funds for the following purposes:

Residential Streets Concrete Sidewalk Improvements Project	\$ 103,000
--	------------

Section 2. That the City Manager or his designee is authorized and directed to submit the City's final Program Planning Summary for Fiscal Year 2018-2019 to the County of Los Angeles, reflecting the funding allocations set forth herein. In addition, the City Manager or his designee is hereby authorized to administratively adjust funding levels if the City's final allocation varies by less than 25 percent from the figures contained herein.

Section 3. That the Mayor and/or City Manager are authorized to execute the contractual and related documents to be prepared by they County of Los Angeles that are required for the implementation of the projects/programs set forth herein.

PASSED, APPROVED, AND ADOPTED this 13th day of September, 2018.

Raymond R. Cruz, City Manager

ATTEST:

Janet Martinez, CMC, City Clerk

(seal)

Residential Street Sidewalk Improvement Project Matrix

#	Address	Sq. Ft
1	9111 Alburtis Ave.	32.00
2	9118 Alburtis Ave.	48.00
3	9127 Alburtis Ave.	32.00
4	9203 Alburtis Ave.	64.00
5	9416 Alburtis Ave.	64.00
6	9102 Arlee Ave.	40.00
7	9112 Arlee Ave.	56.00
8	9133 Arlee Ave.	28.00
9	9142 Arlee Ave.	64.00
10	9248 Arlee Ave.	40.00
11	9302 Arlee Ave.	80.00
12	9347 Arlee Ave.	64.00
13	9120 Bartley Ave.	64.00
14	11019 Bluejay Ln.	68.00
15	11101 Broaded St.	16.00
16	11107 Broaded St.	36.00
17	11314 Broaded St.	64.00
18	11320 Broaded St.	32.00
19	11412 Broaded St.	52.00
20	11000-11016 Charlesworth Rd.	32.00
21	11018-11032 Charlesworth Rd.	32.00
22	11033-11099 Charlesworth Rd.	140.00
23	11033-11099 Charlesworth Rd.	96.00
24	11128 Charlesworth Rd.	28.00
25	11146 Charlesworth Rd.	44.00
26	11146 Charlesworth Rd.	64.00
27	11317 Charlesworth Rd.	64.00
28	11323 Charlesworth Rd.	64.00
29	11327 Charlesworth Rd.	112.00
30	11333 Charlesworth Rd.	32.00
31	11338 Charlesworth Rd.	32.00
32	11338 Charlesworth Rd.	16.00
33	11406 Charlesworth Rd.	24.00
34	11409 Charlesworth Rd.	60.00
35	11426 Charlesworth Rd.	80.00
36	11429 Charlesworth Rd.	56.00
37	11446 Charlesworth Rd.	80.00

#	Address	Sq. Ft
38	9115 Corby Ave.	20.00
39	9119 Corby Ave.	40.00
40	9125 Corby Ave.	48.00
41	9037 Cultura St.	32.00
42	9118 Cultura St.	16.00
43	11011 Cultura St.	28.00
44	11061 Cultura St.	56.00
45	9136 Danby Ave.	20.00
46	9213 Danby Ave.	44.00
47	9304 Danby Ave.	80.00
48	9319 Danby Ave.	88.00
49	9334 Danby Ave.	60.00
50	9342 Danby Ave.	16.00
51	9403 Danby Ave.	96.00
52	9408 Danby Ave.	80.00
53	9414 Danby Ave.	48.00
54	9462 Danby Ave.	32.00
55	9502 Danby Ave.	40.00
56	9546 Danby Ave.	64.00
57	11329 Dunning St.	128.00
58	9115 Flallon Ave.	64.00
59	9202 Flallon Ave.	32.00
60	9208 Flallon Ave.	64.00
61	9212 Flallon Ave.	64.00
62	9219 Flallon Ave.	48.00
63	9232 Flallon Ave.	52.00
64	11436 Flossmoor Rd.	24.00
65	11508 Flossmoor Rd.	60.00
66	11562 Flossmoor Rd.	68.00
67	11566 Flossmoor Rd.	64.00
68	11571 Flossmoor Rd.	88.00
69	11323 Fredson St.	80.00
70	11008 Gard Ave.	32.00
71	11505 Hamden St.	32.00
72	11512 Hamden St.	68.00
73	11523 Hamden St.	48.00
74	11524 Hamden St.	24.00

Residential Street Sidewalk Improvement Project Matrix

#	Address	Sq. Ft
75	11529 Hamden St.	60.00
76	11536 Hamden St.	96.00
77	11542 Hamden St.	64.00
78	11552 Hamden St.	96.00
79	11561 Hamden St.	96.00
80	11566 Hamden St.	44.00
81	11574 Hamden St.	96.00
82	11583 Hamden St.	32.00
83	11584 Hamden St.	32.00
84	10402 Harvest Ave.	68.00
85	11339 Homestead St.	100.00
86	9438 Houghton Ave.	60.00
87	9507 Houghton Ave.	24.00
88	9533 Houghton Ave.	60.00
89	9706 Houghton Ave.	120.00
90	9740 Houghton Ave.	64.00
91	9751 Houghton Ave.	100.00
92	9761 Houghton Ave.	116.00
93	9761-9767 Houghton Ave.	16.00
94	9781 Houghton Ave.	16.00
95	9809 Houghton Ave.	56.00
96	9830-9842 Houghton Ave.	68.00
97	9847 Houghton Ave.	96.00
98	9853 Houghton Ave.	32.00
99	9700 Jersey Ave.	16.00
100	9800 Jersey Ave.	52.00
101	10935 Jersey Ave.	136.00
102	10941 Jersey Ave.	140.00
103	11503 Joslin St.	48.00
104	11539 Joslin St.	48.00
105	11424 Kinghorn St.	32.00
106	11446 Kinghorn St.	16.00
107	11307 La Docena Ln.	36.00
108	11308 La Docena Ln.	36.00
109	11314 La Docena Ln.	32.00
110	11323 La Docena Ln.	40.00
111	11428 La Docena Ln.	64.00
112	10812 Maidstone Ave.	84.00
113	11208 Maxine St.	48.00
114	11323 Maxine St.	36.00

#	Address	Sq. Ft
115	11413 Maxine St.	96.00
116	9416 Millergrrove Dr.	64.00
117	9435 Millergrrove Dr.	16.00
118	9449 Millergrrove Dr.	32.00
119	9455 Millergrrove Dr.	64.00
120	9461 Millergrrove Dr.	72.00
121	9518 Millergrrove Dr.	96.00
122	9523 Millergrrove Dr.	120.00
123	9011 Morrill Ave.	64.00
124	9039 Morrill Ave.	32.00
125	9055 Morrill Ave.	60.00
126	9061 Morrill Ave.	40.00
127	9112 Morrill Ave.	48.00
128	9211 Morrill Ave.	80.00
129	9223 Morrill Ave.	16.00
130	9254 Morrill Ave.	32.00
131	9254 Morrill Ave.	32.00
132	9262 Morrill Ave.	224.00
133	11613 Nova St.	56.00
134	11703 Nova St.	28.00
135	11719 Nova St.	88.00
136	11739 Nova St.	92.00
137	11745 Nova St.	60.00
138	11748 Nova St.	68.00
139	9500-9520 Orr and Day Rd.	32.00
140	9500-9520 Orr and Day Rd.	112.00
141	9520 Orr and Day Rd.	64.00
142	9528 Orr and Day Rd.	68.00
143	9534 Orr and Day Rd.	52.00
144	9538 Orr and Day Rd.	32.00
145	9806 Orr and Day Rd.	80.00
146	9842 Orr and Day Rd.	104.00
147	9846 Orr and Day Rd.	88.00
148	9868 Orr and Day Rd.	88.00
149	10353 Orr and Day Rd.	76.00
150	9024 Pioneer Blvd.	112.00
151	9039 Pioneer Blvd.	72.00
152	9039 Pioneer Blvd.	20.00
153	9039 Pioneer Blvd.	16.00
154	9521 Pioneer Blvd.	148.00

Residential Street Sidewalk Improvement Project Matrix

#	Address	Sq. Ft
155	9531 Pioneer Blvd.	32.00
156	9607 Pioneer Blvd.	124.00
157	9611 Pioneer Blvd.	32.00
158	9629 Pioneer Blvd.	52.00
159	9639 Pioneer Blvd.	64.00
160	9643 Pioneer Blvd.	32.00
161	9659 Pioneer Blvd.	32.00
162	11619 Roma St.	104.00
163	11639 Roma St.	56.00
164	11645 Roma St.	100.00
165	11703 Roma St.	16.00
166	11713 Roma St.	80.00
167	11722 Roma St.	32.00
168	11723 Roma St.	64.00
169	11739 Roma St.	100.00
170	11742 Roma St.	56.00
171	11230 Roxabel St.	32.00
172	11251 Roxabel St.	64.00
173	11275 Roxabel St.	64.00
174	11221 Shade Ln.	64.00
175	11329 Shade Ln.	64.00
176	11220 Sibert St.	136.00
177	11619 Smith Ave.	104.00
178	11723 Smith Ave.	108.00
179	11745 Smith Ave.	64.00
180	11602 Sunglow St.	40.00
181	11612 Sunglow St.	16.00
182	11618 Sunglow St.	80.00
184	11635 Sunglow St.	44.00
185	11702 Sunglow St.	108.00
186	11708 Sunglow St.	40.00
187	11709 Sunglow St.	72.00

#	Address	Sq. Ft
188	11712 Sunglow St.	64.00
189	11728 Sunglow St.	32.00
190	11732 Sunglow St.	128.00
191	11742 Sunglow St.	144.00
192	11535 Telegraph Rd.	100.00
193	11539 Telegraph Rd.	64.00
194	11549 Telegraph Rd.	16.00
195	11587 Telegraph Rd.	32.00
196	11633 Terradell St.	40.00
197	11712 Terradell St.	72.00
198	11743 Terradell St.	20.00
199	9149 Vicki Dr.	32.00
200	9202 Vicki Dr.	28.00
201	9218 Vicki Dr.	32.00
202	9256 Vicki Dr.	36.00
203	9272 Vicki Dr.	48.00
204	11437 Whiteland St.	128.00
205	11457 Whiteland St.	32.00
206	11471-11499 Whiteland St.	32.00
207	11508 Willake St.	32.00
208	11513 Willake St.	64.00
209	11517 Willake St.	100.00
210	11527 Willake St.	80.00
211	11543 Willake St.	32.00
212	11552 Willake St.	32.00
213	11568 Willake St.	80.00
214	11569 Willake St.	64.00
215	11573 Willake St.	96.00
216	11513 Willins St.	64.00
217	11543 Willins St.	64.00
218	11555 Willins St.	64.00
219	11566 Willins St.	64.00

Sq. Ft. Total

13,160

Curb And Gutter

#	Address	Quantity (LF)
1	11436 Muller St.	95.00



City of Santa Fe Springs

City Council Meeting

September 13, 2018

UNFINISHED BUSINESS

Custodial Services Contract- Status Update

RECOMMENDATIONS

This report is for informational purposes only.

BACKGROUND

At its meeting on May 24, 2018, the City Council awarded a contract to EE Building Maintenance to perform custodial services for citywide facilities and parks. EE Building Maintenance began providing custodial services to the City on June 1, 2018. The City Council requested that Staff provide an evaluation report of EE Building Maintenance's performance at the end of the first three (3) months of the service.

Staff will make a presentation describing EE Building Maintenance's performance during the first three (3) months of the custodial services contract with the City.

A blue ink signature of Raymond R. Cruz, written in a cursive style.

Raymond R. Cruz
City Manager

Attachment:

None



City of Santa Fe Springs

City Council Meeting

September 13, 2018

NEW BUSINESS

Approval of Volunteer Services Agreement between the City of Santa Fe Springs and Horrigan Cole Enterprises, Inc. dba Cole Vocational Services

RECOMMENDATION

That the City Council approve a 9-month volunteer services agreement between the City of Santa Fe Springs and Horrigan Cole Enterprises, Inc. dba Cole Vocational Services.

BACKGROUND

The City of Santa Fe Springs has a long standing volunteer partnership with Horrigan Cole Enterprises, Inc. doing business as Cole Vocational Services, an agency that provides independent living day programs and employment services to adults with intellectual and developmental disabilities. Through a range of partnerships with other community-based organizations, businesses, and local municipalities, Cole Vocations Services helps individuals build employment-related skills so they may achieve personal successes.

In 2013, the City of Santa Fe Springs' Community Services Department developed and implemented a volunteer program for teens and adults. The program is comprised of dedicated adults and teens who have chosen to take time out of their demanding lives to help strengthen and enhance life in the City of Santa Fe Springs.

Cole Vocational Services has been a part of the City's volunteer program since 2014. We have had a consistent group of volunteers help at the Gus Velasco Neighborhood Center food pantry, assisting with different tasks from sorting cans and clothing, to organizing the pantry, and labeling, amongst other tasks.

The City of Santa Fe Springs would like formalize the partnership with Cole Vocational Services by adopting a Volunteer Services Agreement. This agreement is intended to sets forth the responsibilities of Cole Vocational Services in providing volunteer services to the City of Santa Fe Springs.

LEGAL REVIEW

The City Attorney prepared a Volunteer Services Agreement between the City and Horrigan Cole Vocational Services for this item. Given the unique nature of the services provided by the parties, the City Attorney's Office did not use the City's standard professional services agreement that would typically be utilized when contracting with professional consultants. Rather, a more simplified agreement that covers key areas of liability and the needs of both parties was created.



City of Santa Fe Springs

City Council Meeting

September 13, 2018

FISCAL IMPACT

Under the terms of this agreement, the City will continue to pay for the volunteers' livescan. All volunteer background checks have already been budgeted in the Volunteer Program budget. There will not be any additional fiscal impact.

The Council may wish to call upon Maritza Sosa-Nieves, Management Assistant, to answer questions the Council may have.

Raymond R. Cruz
City Manager

Attachment:

Volunteer Services Agreement between Horrigan Cole Enterprises and City of Santa Fe Springs.

**VOLUNTEER SERVICES AGREEMENT
BETWEEN
HORRIGAN COLE ENTERPRISES, INC. DBA COLE VOCATIONAL
SERVICES
AND
THE CITY OF SANTA FE SPRINGS**

This Volunteer Services Agreement ("Agreement") is entered into by and between Horrigan Cole Enterprises, Inc., dba Cole Vocational Services ("VS") and the City of Santa Fe Springs, a California municipal corporation ("City"; "VS" and "City" may collectively be referred to herein as "Parties").

RECITALS

VS is a California non-profit organization focused on helping adults and children with intellectual and developmental disabilities ("VS Clients" and/or "Volunteers") build rich and independent lives and providing day programs and employment services.

The City, through its Family & Human Service ("SFSFHS"), serves City residents with a wide variety of programs and services, including the Food Pantry and Gus' Kitchen, which would benefit from the efforts of volunteers.

VS and the City have worked cooperatively over the past 4 years and wish to continue with VS providing the City with Volunteers to assist in SFSFHS programs.

This agreement sets forth the responsibilities of the Parties in providing volunteer services to the City.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. **TERM**. The term of this Agreement shall begin September , 2018 through September , 2019. Notwithstanding the foregoing, VS or City may terminate this Agreement during the Term by providing the other party with thirty (30) days advanced written notice.
2. **VS RESPONSIBILITIES**.

VS agrees to the following:

- A. VS shall provide one (1) or two (2) staff/designees who will work collaboratively with SFSFHS staff in providing VS Clients with volunteer opportunities.

- B. VS shall work collaboratively with SFSFHS on the completion of Volunteer applications to enhance the coordination of services through exchange of information. Notwithstanding the foregoing, the exchange of information will be governed by all applicable federal, state, county and local laws including, but not limited to, the Health Insurance Portability and Accountability Act of 1996.
- C. VS staff and VS Volunteers shall complete a Live Scan criminal background check and provide evidence, to the satisfaction of the City, of completion of the Live Scan prior to commencing volunteer service.
- D. VS staff and VS Volunteers shall complete a tuberculosis test by a licensed medical professional and provide evidence to the satisfaction of City that VS staff and VS Volunteers test negative for tuberculosis prior to commencing volunteer service.
- E. VS Volunteers, parent(s) or guardian(s) shall provide signed waivers and releases in a form substantially similar to Exhibit A prior to commencing volunteer service.
- F. VS staff shall provide ongoing supervision to VS Clients during volunteer service hours.
- G. VS staff and Volunteers shall follow existing SFSFHS policies and procedures that are not in conflict with legal and ethical standards.

3. **CITY OF SANTA FE SPRINGS FAMILY AND HUMAN SERVICES DIVISION RESPONSIBILITIES.**

City agrees to the following:

- A. SFSFHS staff will assist in the completion of volunteer applications and other required documents.
- B. SFSFHS staff will make a strong commitment to support the services provided by VS for the benefit of VS Clients.
- C. SFSFHS will work collaboratively with VS in introducing and implementing the policy and procedures of Gus' Kitchen.
- D. SFSFHS will provide the necessary supplies and equipment as follows:
 - 1. Volunteer ID badge
 - 2. Volunteer t-shirt

3. Phone for emergency use
4. Other necessary equipment such as set ladders, back braces, brooms etc.

E. SFSFHS will provide training to Volunteers on lifting, storing, and use of equipment as necessary in providing volunteer services.

4. INDEMNIFICATION AND INSURANCE.

- A. VS agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at VS's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of VS, its employees, and/or Volunteers related to VS and/or VS Volunteer(s) performance under this Agreement.
- B. During the term of this Agreement, VS shall maintain the following insurance: (1) Workers' Compensation Insurance with statutory limits (2) Employers Liability Insurance with limits of not less than \$1,000,000.00 for each accident, and (3) General and Auto Liability Insurance, including bodily injury and property damage coverage, with limits of not less than \$ 1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Concurrent with the execution of this Agreement, VS shall provide to the City certificates of insurance for the above insurance coverage requirements. The General Liability Insurance and Auto Liability Insurance policies shall be endorsed to name the City of Santa Fe Springs as an additional insured and to be primary as respects the City with any insurance maintained by the City as excess and not contributing with the insurance provided by VS.

5. CONSIDERATION.

The Parties agree that no compensation is being exchanged pursuant to this Agreement. Due to the availability of volunteer opportunities, VS gains valuable work experience opportunities for VS Volunteers and the City is provided assistance with its SFSFHS programs.

6. MISCELLANEOUS.

- A. Amendment. This Agreement may be modified, revised, amended, or renewed by the mutual written consent of VS and City.
- B. Independent Contractor. During the term of this Agreement, VS staff and VS Volunteers shall be acting as independent contractors and not employees of the City. VS shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of VS or any VS staff or

Volunteers, except as set forth in this Agreement. VS shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. VS shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for VS and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. VS shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. VS further agrees to indemnify and hold City harmless from any failure of VS to comply with the applicable worker's compensation laws.

- C. PERS Eligibility Indemnification. In the event that Volunteer, VS employee or agent providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS, VS shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Volunteer(s), VS employees, or agents.
- D. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and VS and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- E. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- F. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- G. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive

venue shall be a court of competent jurisdiction located in Los Angeles County, California.

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

**FOR HARRIGAN COLE
ENTERPRISES, INC.:**

Dana Delman, Executive Director
Harrigan Cole Enterprises, Inc.

THE CITY OF SANTA FE SPRINGS

By: _____
JAY SARNO, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

YOLANDA SUMMERHILL, CITY ATTORNEY

EXHIBIT A

Release of Liability and Assumption of Risk

In consideration of Participant serving as a volunteer pursuant to the Volunteer Services Agreement between Horrigan Cole Enterprises, Inc. and the City of Santa Fe Springs, the Undersigned ("Undersigned" means Participant's parent, legal guardian, or legal representative when the Participant is under the age of 18 or legally incapacitated) agrees to the following:

1. Release and Indemnification. Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the City for any claims or causes of action for any liability or loss of any nature, arising out of or relating to Participant's participation in the activities, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract Participant may or will have against the City; and (b) agrees to indemnify, defend, and hold harmless the City from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's volunteer activities.

2. Medical Authorization. The Undersigned authorizes the provision of emergency medical aid to Participant if needed during the volunteer activities.

3. Fitness to Perform. The Undersigned agrees that, to his/her knowledge, Participant is in good health and suffers no physical impairment that would or should prevent participation in volunteer activities. If any change occurs in Participant's health, the Undersigned shall notify the City immediately.

4. Photo Release. The Undersigned grants permission to City and those acting with its authority to use, re-use, publish, and/or re-publish photos, television/video, web and/or radio/audio recordings of Participant without further consideration, right to inspect and/or approval. Additionally, the Undersigned acknowledges City may crop or treat the photographs at its discretion.

Printed Name of Participant

Printed Name of Undersigned

Signature of Undersigned

Date: _____

Printed Name of Undersigned

Signature of Undersigned

Date: _____

Emergency contact(s):

Name_____ Relationship_____

Phone_____

Name_____ Relationship_____

Phone_____



NEW BUSINESS

Award of Contract – Further Evaluation of a Community Revitalization and Investment Authority (CRIA), Including a Summary of Strategic Advantages and Disadvantages of Forming an Enhanced Infrastructure Financing District (EIFD) in Comparison to a CRIA.

RECOMMENDATIONS: That the City Council:

- Appropriate \$15,000 from the Unassigned General Fund Reserve to Activity #9007-4400
- Award a contract to Kosmont and Associates, Inc., in an amount not to exceed \$15,000; and
- Authorize the Mayor or designee to execute an Agreement with Kosmont and Associates, Inc., for further evaluation of a Community Revitalization and Investment Authority (CRIA) including a summary of strategic advantages and disadvantages of forming an Enhanced Infrastructure Financing District (EIFD) in comparison to a CRIA.

With the dissolution of redevelopment agencies in 2012, California's cities and counties have struggled to find alternative economic development tools that create investment in disadvantaged areas where investment does not flow naturally. With this in mind, the State of California approved new economic development tools, including CRIAs pursuant to Assembly Bill (AB) 2 and EIFDs pursuant to Senate Bill (SB) 628.

With the signing of AB 2 by Governor Jerry Brown on September 22, 2015, local governments were given the ability to create CRIAs, a step some say is the rebirth of redevelopment. The goal of the bill was to allow government entities to "invest in disadvantaged communities with a high crime rate, high unemployment, and deteriorated and inadequate infrastructure, commercial, and residential buildings." The CRIAs would have many of the same abilities as the former redevelopment agencies including power to issue bonds, provide low-income housing, prepare and adopt a plan for an area, and among others, the power to acquire property using the power of eminent domain.

There are two ways to form a CRIA: (1) a city, county, or city and county together can create a CRIA, which will be administered by a five-member board appointed by the local government(s); or (2) a city, county, or special district, or any combination of those local governments, can create a CRIA by entering into a joint powers agreement, and the CRIA would be administered by members from the legislative bodies of the public agencies that created the authority. In either case, the body must include at least two members of the public who live or work in the area.

On January 12, 2017, the City Council authorized the Director of Planning to execute an Agreement with Kosmont Companies (hereinafter, "Kosmont"), for the evaluation of a CRIA. Based on the 2017 Agreement, Kosmont performed the following scope of work:

Phase 1: Eligibility Analysis and Preliminary Identification of Target Public and Private Projects

Task 1: Conduct kickoff meeting

Task 2: Eligibility analysis for CRIAs

Task 3: Identify eligible public and private projects and sample project evaluation

Task 4: (OPTIONAL) Public meetings and presentations

Phase 1 deliverables include:

- Summary of preliminary analysis and findings regarding eligibility for CRIA formation (PowerPoint Presentation format).
- Identification of eligible opportunity sites/areas that correspond to CRIA formation
- As related to CRIA eligibility, a map that conforms or modifies the location of qualifying census tracts or census block group within and proximate to the City (including supporting conditions) and the location of targeted projects/opportunity sites/areas
- Preliminary CRIA Plan Area map(s) (up to 3)
- Identification of potential funding sources available
- Preliminary identification of potential public agency collaborators
- Initial infrastructure improvement/project list and relevant project costs
- Analysis and calculation of projected property tax increment revenues and pro-rata share of each affected entity that is likely to participate (including the City and excluding any school districts) to be based on the preliminary CRIA boundary scenario determined in Task 2
- Budget and Timeline for CRIA formation and adoption (Phase 2) including other professional services required such, as, but not limited to, ongoing business plan, specialized engineering services, campaign/election advisory, community outreach, and environmental (CEQA).

A CRIA Study Session was held on June 26, 2018 to present the City Council with the findings and deliverables from Kosmont's Phase 1 efforts. Based on the results of the Phase I Analysis, the City has expressed interest in moving forward into the implementation phase of work, which includes outreach to potential partners (e.g. County of Los Angeles) in order to refine and solidify district format (e.g. enhanced infrastructure financing district ("EIFD") versus CRIA), boundary assumptions, participating taxing entities, and potential tax increment and other funding contributions.

The scope of work is further outlined in the attached memorandum, dated August 29, 2018. **It should be noted that this proposed Work Plan includes Kosmont providing a summary of strategic advantages and disadvantages of forming an Enhanced Infrastructure Financing District (EIFD) in comparison to a (CRIA).**

Notwithstanding, the similarities and differences between CRIA and EIFDs are as follows:

Similarities:

- Both are public entities separate and distinct from the city or county that established them, governed by 5+ member board consisting of majority of City Council or County Board of Supervisors and 2+ members of the public who live or work in the area.
- Both can finance a wide-range of public and private projects.
- The creation of both requires finding of completion (FOC) from DOF and compliance with State Controller's orders
- Both have the authority to use property tax increment to finance facilities and housing with contributions from other taxing entities with their consent.

Differences

	EIFD	CRIA
What property can be included?	Any Property (no qualification necessary)	80% of the area must meet income and other requirements (e.g. crime, unemployment, deteriorated infrastructure and private structures)
Voter approval for formation and plan adoption	Yes, 55% by registered voters if 12+ registered voters; otherwise by landowners (1 vote per acre)	No
Low / moderate income housing set-aside requirement	None	25% of taxes allocated to CRIA
Ongoing reporting / audit requirements	No, but if bonds are issued, independent financial audit every 2 years	Yes, annual report and annual independent financial audit
Acquisition by eminent domain	No	Yes, within 12 years of formation

It should be noted that Kosmont will evaluate the strategic advantages and disadvantages of an Enhanced Infrastructure Financing District (EIFD) versus a Community Revitalization and Investment Authority (CRIA), within the \$15,000 appropriation.

FISCAL IMPACT

The fiscal impact to the City is projected to be \$15,000, which staff is requesting to be appropriated from the Unassigned General Fund Reserve to the Planning Department's Non-Recurring (9000) Activity. If, however, this preliminary analysis determines it is feasible for the City to create a CRIA and or EIFD, and the City is able to bring back tax increment financing, the myriad benefits of tax increment financing is expected to surpass the initial cost of \$40,000 and this additional cost of \$15,000.

INFRASTRUCTURE IMPACT

The further evaluation of creating a CRIA versus EIFD will not have infrastructure impacts. If however, it is feasible for the City to create one or the other or both, they could be used to fund the rehabilitation, repair, upgrade or construction of City facilities, storm drain, sewer and water systems, street lights, and roadways.



Raymond R. Cruz
City Manager

Attachments:

1. Kosmont's August 29, 2018 Proposed Work Plan
2. Professional Services Agreement



MEMORANDUM

Date: August 29, 2018

To: Raymond R. Cruz, City Manager, City of Santa Fe Springs
Wayne M. Morrell, Director of Planning, City of Santa Fe Springs

From: Larry J. Kosmont, CRE®, President & CEO, Kosmont Companies
Joseph Dieguez, Senior Vice President, Kosmont Companies

Subject: **Proposed Work Plan for Initial CRIA Implementation Services**

A. BACKGROUND

Kosmont Companies ("Kosmont") was retained by the City of Santa Fe Springs ("City") in 2017 to perform an initial analysis ("Analysis") of the feasibility of a Community Revitalization and Investment Authority ("CRIA") for multiple targeted opportunity site areas within the City. Kosmont prepared the Analysis, reviewed with City staff, and presented results to the City Council.

Based on the results of the Analysis, the City has expressed interest in moving forward into the implementation phase of work, which includes outreach to potential partners (e.g. County of Los Angeles) in order to refine and solidify district format (e.g. enhanced infrastructure financing district ("EIFD") versus CRIA), boundary assumptions, participating taxing entities, and potential tax increment and other funding contributions. Kosmont proposes the following Work Plan accordingly.

B. WORK PLAN OUTLINE

Task 1: Public and Private Stakeholder Outreach and Analysis Refinement

Kosmont will assist with outreach to public and private sector entity stakeholders, potentially including, but not limited to:

- City Council
- County Executive Office
- County Auditor-Controller / Treasurer / Tax Collector / Property Tax Manager
- County Board of Supervisors
- Southern California Association of Governments (SCAG)
- State Board of Equalization / Department of Tax and Fee Administration
- Special districts (e.g. fire district, water districts, utilities agencies)
- Major CRIA area developers, property owners, and/or registered voters.

Kosmont will assist with preparation and presentation of CRIA analysis materials as appropriate. Kosmont will provide a summary of strategic advantages and disadvantages of forming an Enhanced Infrastructure Financing District (EIFD) in comparison to a (CRIA).

Based on continued stakeholder outreach, Kosmont will refine preliminary tax increment projections and related funding and financing analysis, in order to reflect proposed participating taxing entity tax increment dedications and supplementary funding sources and financing mechanisms. Kosmont will assist with final determination of CRIA boundaries and governing CRIA board composition.

C. ESTIMATED BUDGET

Compensation for Task 1 is estimated at \$15,000 for professional services (hourly) fees at Consultant's billing rates as shown on Attachment A. Future increases in budget will require approval by City in advance. Budget may be increased by City request at any time.

ATTACHMENT A

Kosmont Companies 2018 Public Agency Fee Schedule

Professional Services

President & CEO	\$345.00/hour
Executive Vice President	\$325.00/hour
Partner/Senior Vice President/Senior Consultant	\$305.00/hour
Vice President/Associate	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
GIS Mapping/Graphics Service	\$ 95.00/hour
Clerical Support	\$ 60.00/hour

• Additional Expenses

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 4) Consultant's **attendance or participation at any public meeting** requested by Client will be billed at the professional services (hourly) fees as shown on this Attachment A.

• Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2018.

**CITY OF SANTA FE SPRINGS
SHORT FORM PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 13th day of September, 2018 by and between the CITY OF SANTA FE SPRINGS (CITY), and Kosmont Companies, (CONTRACTOR) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONTRACTOR will provide services (SERVICES) as outlined in "Exhibit A" and shall organize, supervise, prepare and complete said SERVICES as set forth therein.
2. The term of this Agreement shall commence on September 13th, 2018 and end on September 13th, 2019, unless the SERVICES are sooner completed or terminated as provided herein.
3. CITY shall compensate CONTRACTOR for the SERVICES at the rate as specified ATTACHMENT A in the Proposed Work Plan for Initial CRIA Implementation Services, not to exceed \$15,000. CONTRACTOR shall not receive additional compensation in excess of the above amount unless previously approved in writing by the CITY. Such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONTRACTOR.
4. CONTRACTOR hereby acknowledges that obtaining a CITY business license may be required to perform the SERVICES specified in this Agreement.
5. The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. CONTRACTOR is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the parties. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONTRACTOR specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONTRACTOR. Notwithstanding the above, CONTRACTOR hereby specifically waives any claims and/or demands for such benefits.
6. CONTRACTOR shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising out of the acts, errors or omission of CONTRACTOR, whether intentional or negligent, in the performance of this Agreement.
7. CONTRACTOR will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONTRACTOR regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The CITY retains the right to inspect, stop, or alter the work of the CONTRACTOR to assure its conformity with this Agreement.
8. CONTRACTOR shall comply with CITY's Harassment Policy. CITY prohibits any and all harassment in any form.

9. CONTRACTOR shall obtain the following forms of insurance and provide City with copies therewith:

- a. Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and,
- b. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by CONTRACTOR.
- c. CONTRACTOR shall comply with Workers' Compensation insurance laws of California.

CONTRACTOR shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to CITY, with CITY named as additional insured. A 30 day notice of cancellation is required.

10. This Agreement may be terminated by either party for any reason at any time by providing written notice of such termination to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR signature Date

Name (Print):_____

Title:_____

Company Name:_____

Corporation____ Sole Proprietor____ Partnership____ LLC____

SSN or Tax ID#:_____

Address:_____

City, State, Zip:_____

Telephone:_____

City Manager Date

Department Head signature Date

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511



NEW BUSINESS

Award of Contract for the Audio and Visual System Renovations of the Gus Velasco Neighborhood Center

RECOMMENDATION

- That the City Council authorize the Director of Purchasing Services to issue a purchase order in the amount of \$72,178.87 to Vertex AV to renovate the audio and visual system at the Gus Velasco Neighborhood Center.
- Authorize the Director of Finance and Administrative Services to transfer \$11,046 from a previous Capital Improvement Project – TCH/Audio Visual System Replacement into the GVNC A/V System Replacement Project.

BACKGROUND

The Gus Velasco Neighborhood Center was remodeled in 2012. Due to the complications with the renovation at the facility and the takeover of the project by the contractor's bonding company, the Technology Services Division was not able to dictate the components and layout of the audio and visual system that was placed into that facility. Technology Services has upgraded the projectors in both rooms and have called on several vendors to assist the City in supporting the existing equipment. Over the past six years, residents and staff have made numerous complaints about the audio and visual system in the Pio Pico and Ontiveros room.

The Director of Technology Services recommends adding a 90" LCD television, 7" in-wall touch screen controller for easy controls, blu-ray player and wireless microphones to the Pio Pico and the Ontiveros room. The additional equipment will enhance and simplify the use of the equipment for staff and the residents. The existing audio visual projectors and the drop down screens will remain in place and will provide a backup to the LCD televisions.

Technology Services contacted eight vendors who specialize in audio and visual systems to submit a proposal to the City. Their proposed solutions and bid amounts are summarized in the table below:

Vendor	Bid Amount
Vertex AV	\$72,178.87
Lightwerks	\$82,246.45
System Innovations Incorporated	\$88,958.29
Western AV	\$136,312.13
Diversified	Declined to submit
Pinnacle Incorporated	No response
Sound Decision AV	No response
Centerpoint Communications	No response



City of Santa Fe Springs

City Council Meeting

September 13, 2018

After careful review of the proposals, the Director of Technology Services is recommending Vertex AV to enhance and upgrade the Gus Velasco Neighborhood Center. A three year maintenance agreement is included in the bid amount.

Vertex AV has performed audio and visual work for the California Appellate Court (Riverside), Internal Revenue Service and will begin work with the City of La Habra to renovate their community ballroom. The company is based in Huntington Beach.

The GVNC Audio and Visual System Replacement Project was approved by the City Council and has a budget of \$70,000. However, in order to cover the projected cost, the Director of Technology Services is requesting that the balance of a previous and completed Capital Improvement Project be transferred to this project. The previous TCH-Audio Visual System Replacement project has a balance of \$11,046. If City Council approves of the transfer, the new total funding for GVNC Audio and Visual System Replacement Project will be \$81,046. The additional funds will not only cover the remaining balance but will provide additional funding for any incidental charges that may come up in this new project.

FISCAL IMPACT

The purchase and installation of the audio and visual equipment will be funded by the revised Capital Improvement Project fund 454-397-C380-4400.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachments:

Vendor Quote – Vertex AV quote

Request for Proposals – Gus Velasco Neighborhood Center audio and visual equipment upgrade

Vendor	cost	3 yr maint	Add Options	add option desc	Total	Notes
VertexAV	\$ 69,778.87	\$ 2,400.00	\$ -	N/A	\$ 72,178.87	Universal Remote Controls instead of Crestron
Lightwerks	\$ 78,746.45	\$ -	\$ 3,500.00	PA/table mic	\$ 82,246.45	
System Innovations inc.	\$ 72,958.29	\$ 16,000.00	\$ -	N/A	\$ 88,958.29	a \$2,000 saving for the 3 year maintenance
Western AV	\$ 133,000.13	\$ 3,312.00	\$ -	N/A	\$ 136,312.13	

The City of Santa Fe Springs is accepting quotes to upgrade the audio visual system at Gus Velasco Neighborhood Center (9255 S. Pioneer Blvd). The quote is for audio and visual systems in two of the meeting rooms at that facility.

Before submitting a quote to the City, it is required for the vendor to make an appointment with the IT Staff for an onsite inspection of these rooms. Your proposal will be rejected if you did not do a site visit first. If you are interested in submitting a quote for this project please schedule the onsite visit with the Santa Fe Springs IT Staff at TechnologyServices@santafesprings.org.

Ontiveros Room

- 1) Select and install a 90" Monitor
- 2) Relocate the 70" monitor from the Pio Pico room to the back wall of the Ontiveros room and connect it to the new AV system
- 3) Upgrade Microphone sound and also include 2 wireless microphones
- 4) Upgrade AV sound
- 5) 7" touch screen and control processor to control all system functions. (The touch screen is to include on/off control for projector, control volume, source selection, etc. Also any other automated controls that projector might need like lift and projection screen)
- 6) Wireless presentation gateway for allowing wireless audio, video, and internet connectivity from laptops, cell phones (Android and iOS), and tablets (Android and iOS).
- 7) New VGA w/audio, HDMI, and composite wall plate for laptop connectivity
- 8) The system must support Bluetooth connectivity
- 9) All necessary installation hardware, wire/cable & connectors
- 10) Onsite installation, programming, & setup (upon completion a copy of all the programming code for future modifications)
- 11) Warranty and maintenance contract options on year to year and multiyear options

Pio Pico Room

- 1) Select and install a 90" monitor
- 2) Upgrade Microphone sound and also include 2 wireless microphones, 1 lapel microphone
- 3) Upgrade AV sound
- 4) 7" touch screen and control processor to control all system functions. (The touch screen is to include on/off control for projector, control volume, source selection, etc. Also any other automated controls that projector might need like lift and projection screen)
- 5) Wireless presentation gateway for allowing wireless audio, video, and internet connectivity from laptops, cell phones (Android and iOS), and tablets (Android and iOS).
- 6) New VGA w/audio, HDMI, and composite wall plate for laptop connectivity
- 7) The system must support Bluetooth connectivity
- 8) All necessary installation hardware, wire/cable & connectors
- 9) Onsite installation, programming, & setup (upon completion a copy of all the programming code for future modifications)
- 10) Warranty and maintenance contract options on year to year and multiyear options

Optional Additions

- 1) Connect PA system to the our upgraded system
- 2) Ability to connect the audio and video from both rooms together to act as one for larger parties.



City of Santa Fe Springs Community Center

a proposal for

Anthony Triolo

(562) 868-0511

anthonytriolo@santafesprings.org

9255 Pioneer Blvd

Santa Fe Springs, California

Prepared on
7/12/2018 by
K.C. Wolbert
(714) 891-1100



5151 Oceanus Drive 102
Huntington Beach, California, 92649
www.vertexav.com | (714) 891-1100

About Us

Our Mission Statement To be the best AV installation company by quality workmanship, outstanding service, and an unparalleled knowledge of consumer electronics. We take pride in our work and our customers reward us by referring future business. What We Stand For - Quality. Service. Value. Other AV companies will sell you what THEY want you to have. Usually because they are familiar with it and know how to program it... Or they wire your space with wiring that only works for certain equipment - forcing you to use an over priced manufacturer with high cost of ownership. We at Vertex AV believe that your wiring should never control what product you use. We always wire so that you could choose the right equipment for you. Because we spend so much time learning about the latest technology, we can help you adopt the right products at the right price - getting you the highest value for your investment. We only recommend and sell products that are user friendly, proven to stand the test of time, and work well with other systems. We look at the long term cost of ownership for you and give you options that will meet your needs. After all, not everyone needs their smoke detector to turn on their outside irrigation to water their property in the event of a fire... but for those of you who do, we got you covered! Our Goal is to create long-lasting relationships with our customers. It's simple... we hope you try us out on your next project. We hope you find us refreshing and easy to work with. If you do, tell your friends and family. We'd like to make their lives better too!

Project Description

Update Both community center rooms with new AV equipment.

All Networking switches and configurations will be supplied by on site IT staff

Wifi must be in good working order and accessible in order to use the system via smart phone or tablet









Areas & Items



Ontivero Room

Mount 90" on the wall to fit behind existing screen.

Replace Video wires to project and upgrade to HDMI - BOTH TVs and Projector to be upgraded to HDMI. Install a new video switch system to allow for DVD playback, local HDMI wall jack, Cable Box, and wireless HDMI viewing from a PC or Tablet (Barco wireless), and Apple TV.

Replace existing Mic setup and audio mixing equipment.

Items		Unit Sell	Total
	Sharp PN-LE901RBX 90"LCD TV 1920x1080 350 cd/m2, built in USB Media player Qty: 1	\$8,849.00	\$8,849.00
	Strong SM-T-XL Strong Mount Tilt - 47-90Displays Qty: 1	\$200.00	\$200.00
	Barco R9861510NA ClickShare CS-100 Set Consists of 1 USB-Powered Device and a Base Unit Qty: 1	\$975.00	\$975.00
	Sony BDPS6700 Sony Blu-ray Player with BT/Wi-Fi/4K Upscaling Qty: 1	\$109.99	\$109.99
	URC TKP-7600 7 in In-Wall Color Touchscreen Qty: 1	\$699.00	\$699.00
	URC MRX-8 Total Control - Network Controller Qty: 1	\$599.00	\$599.00
	DBX ZONEPRO 1261M 12x6 Digital Zone Processor Qty: 1	\$1,137.00	\$1,137.00
	Shure BLX24RSM58H9 VOCAL SYSTEM W/(1) BLX4R RCK Qty: 2	\$499.00	\$998.00
	lenkeng HDMISB363 LENKENG Composite RCA to HDMI Upscaler. Qty: 1	\$151.40	\$151.40

Items			Unit Sell	Total
	Labor	Equipment Installation	\$2,600.00	\$2,600.00
	Qty: 1			
	Labor	TV Installation	\$600.00	\$600.00
	Qty: 1			










Ontivero Room Total : \$16,918.39



Pico Room

Mount 90" on the wall to fit behind existing screen. (replacing current TV)

Replace Video wires to project and upgrade to HDMI - BOTH TVs and Projector to be upgraded to HDMI. Install a new video switch system to allow for DVD playback, local HDMI wall jack, Cable Box, and wireless HDMI viewing from a PC or Tablet (Barco wireless), and Apple TV.

Replace existing Mic setup and audio mixing equipment.




Items		Unit Sell	Total
	Sharp PN-LE901RBX 90"LCD TV 1920x1080 350 cd/m2, built in USB Media player Qty: 1	\$8,849.00	\$8,849.00
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	Barco R9861510NA ClickShare CS-100 Set Consists of 1 USB-Powered Device and a Base Unit Qty: 1	\$975.00	\$975.00
	Sony BDPS6700 Sony Blu-ray Player with BT/Wi-Fi/4K Upscaling Qty: 1	\$109.99	\$109.99
	URC TKP-7600 7 in In-Wall Color Touchscreen Qty: 1	\$699.00	\$699.00
	DBX ZONEPRO 1261M 12x6 Digital Zone Processor Qty: 1	\$1,137.00	\$1,137.00
	Shure BLX24RSM58H9 VOCAL SYSTEM W/(1) BLX4R RCK Qty: 2	\$499.00	\$998.00
	lenkeng HDMISB363 LENKENG Composite RCA to HDMI Upscaler. Qty: 1	\$151.40	\$151.40
	URC-TC MRX-30 ADVANCED SYSTEM CONTROLLER Qty: 1	\$2,199.00	\$2,199.00
	Labor Equipment Installation Qty: 1	\$3,600.00	\$3,600.00

Items			Unit Sell	Total
	Labor	TV Installation	\$240.00	\$240.00
	Qty: 1			
	Labor	Program Control System	\$3,450.00	\$3,450.00
	Qty: 1			
Pico Room Total : \$22,608.39				

Rack Area / Desk

Add a microphone at the front desk for paging purposes. This mic needs to be connected to the existing speakers in the general areas and have the ability to page through the 2 newly created spaces and new equipment.

Depending on wiring, the MS3 may not be needed to split the microphone out if the existing speakers in the rooms have dedicated speakers just for paging.

Items			Unit Sell	Total
	Shure	MX412S 12"GOOSENECK MIC N/SWTCH N/LED Qty: 1	\$294.00	\$294.00
	Pro Co Sound, Inc.	MS3 Pro Co MS-3 1-Into-3 Microphone Splitter Qty: 1	\$146.99	\$146.99
	Labor	CAT6 run Qty: 3	\$250.00	\$750.00

Rack Area / Desk Total : \$1,190.99







Video Distribution

This section gives the ability to the center to work as ONE unit from a video perspective. We would take 2 DVD players, 2 Barco wireless, 2 Apple TVs, 2 local HDMI jacks, 2 Cable boxes, and 2 local old analog jacks (unconverted to HDMI) and make any of screens.

Total Sources 12

Total screens 6

This gives the benefit of having the ability to watch 1 source on every display or 12 different things on each display. It's 4K UHD ready and can be used with a mix of display old to new. The most advanced reliable solution.

Items			Unit Sell	Total
	Binary	B-900-MOIP-4K-CTRL	\$399.00	\$399.00
	900 Series 4K Ultra HD Media over IP Controller Qty: 1			
	Binary	B-900-MOIP-4K-TX	\$799.00	\$9,588.00
	900 Series 4K Ultra HD Media over IP Transmitter Qty: 12			
	Binary	B-900-MOIP-4K-RX	\$799.00	\$4,794.00
	900 Series 4K Ultra HD Media over IP Receiver Qty: 6			
	AudioQuest	H-CBN-1M-HDMItoHDMI	\$169.95	\$3,059.10
	HDMI to HDMI Video Cable - Carbon Series 1M Qty: 18			
	Araknis Networks	AN-310-SW-R-24-POE	\$1,399.95	\$1,399.95
	Araknis Networks 310 Series L2 Managed Gigabit Switch with Full PoE+ 24 + 2 Rear Ports Qty: 1			
	URC	MRX-8	\$599.00	\$599.00
	Total Control - Network Controller Qty: 1			
	Labor	CAT6 run	\$290.00	\$2,900.00
	Qty: 10			
	Labor	Install Video Distribution and program	\$2,500.00	\$2,500.00
	Qty: 1			

Video Distribution Total : \$25,239.05

Financial Summary

Subtotal Parts	\$49,316.82
Subtotal Labor	\$16,640.00
Total	\$65,956.82
Tax (7.7500% on parts)	\$3,822.05
<hr/>	
Grand Total	\$69,778.87

Project Terms

We promise to provide top quality products and installation. Vertex Industries Inc. CSLB #996107 CA Bond #30002018 General Liability Insurance with Optima Star Insurance Workers Compensation Insurance with Hartford Insurance Contact the CSLB (Contractors' State License Board) about ANY contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only Licensed Contractors. For information, visit www.cslb.ca.gov or call 800-321-CSLB. TERMS and CONDITIONS for equipment sales and installation: 1) Installation: Vertex AV (The Company) agrees to install the equipment listed in a workmanlike manner in accordance with the following conditions: A. Customer will make premises available without interruption during Company's normal working hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. B. Customer understands that the installation will necessitate drilling into various parts of the premises. Company intends generally to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration or furnishing of the premises, Company determines, in its sole discretion that it would be impractical to conceal the wiring and in such cases, wire will be exposed. C. Customer understands that installation requires drilling holes in interior and exterior walls. Company limits its liability to the patching of said holes and Company cannot be responsible for providing paint or wall coverings to match those colours or coverings existing within Customer's premises. 2) LIMITED WARRANTY – ALL MATERIALS, EQUIPMENT AND LABOUR USED ARE COVERED BY A 30 DAY WARRANTY FOLLOWING INSTALLATION, AFTER WHICH MATERIALS AND EQUIPMENT ARE ON A 12 MONTH 'RETURN TO BASE WARRANTY'. AFTER 30 DAYS AT THE COMPANIES DISCRETION A CALLOUT FEE WILL BE APPLIED, DEPENDING ON ANY MAINTENANCE AGREEMENT IN PLACE. ALL MATERIALS AND EQUIPMENT WILL BE REPAIRED OR REPLACED AT THE COMPANY'S OPTION WITH A NEW OR FUNCTIONAL OPERATIVE PART. LABOUR AND MATERIAL REQUIRED TO REPAIR OR REPLACE SUCH DEFECTIVE COMPONENTS OR TO MAKE MECHANICAL ADJUSTMENTS TO THE SYSTEM WILL BE FREE OF CHARGE FOR A PERIOD OF NINETY (30) DAYS FOLLOWING THE COMPLETION OF THE ORIGINAL INSTALLATION. THE CUSTOMER'S REMEDIES HEREUNDER AND UNDER ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT AS STATED ABOVE. COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, HOWEVER OCCASIONED. THE WARRANTY PRINTED ABOVE DOES NOT APPLY TO THE CONDITIONS LISTED BELOW AND IN THE EVENT CUSTOMER CALLS COMPANY FOR SERVICE UNDER THE WARRANTY AND UPON INSPECTION BY THE COMPANY REPRESENTATIVE IT IS FOUND THAT ONE OF THESE CONDITIONS HAS LED TO THE INOPERABILITY OR APPARENT INOPERABILITY OF THE SYSTEM, A CHARGE WILL BE MADE FOR THE SERVICE CALL OF THE COMPANY REPRESENTATIVE WHETHER OR NOT HE ACTUALLY WORKS ON THE SYSTEM. SHOULD IT ACTUALLY BE NECESSARY TO MAKE REPAIRS TO THE SYSTEM DUE TO ONE OF THE "CONDITIONS NOT COVERED BY WARRANTY", CHARGE WILL BE MADE FOR SUCH WORK AT COMPANY'S THEN APPLICABLE RATES FOR LABOUR AND MATERIAL. Conditions Not Covered by Warranty: A. Damage resulting from accidents, acts of God, alteration, misuse, tampering and abuse. B. Failure of Customer to properly follow operating instructions provided by Company at time of installation. C. Trouble in leased telephone/internet line, service Tv provider or interruption to commercial power. D. Batteries, lamps, bulbs and other consumable items. 3) Errors or omissions in construction or installation of the system, including but not limited to, failure to wire any portion of the premises must be called to the attention of Company by Customer, in writing, within ten (10) calendar days of completion of installation. Upon expiration of said thirty (30) days, the installation and the protection provided shall be deemed accepted by Customer. 4) Ownership of the Equipment will not pass to the Customer until The Company has received in full in cash or cleared funds. Until ownership of the Equipment has passed to the Customer, the Customer shall hold the Equipment on a fiduciary basis as Saville's bailee; keep the Equipment separate from other equipment belonging to the Customer or any third party in a way that it is readily identifiable as VertexAV's property; and not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment 5) Extra Work and Change Orders become a part of the contract once the order is prepared in writing and signed by both parties prior to commencement of any work covered by the new change order. The new order must also describe it's scope of work or change, the cost to be added or subtracted from the contract, and the effect is will have on the schedule of payments. 6) Mechanics Lien Warning: Anyone who helps improve your property, but is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record lien and sue you in court to foreclose the lien. If the court finds the lien valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day preliminary notice." This is not a lien. It's purpose is to inform you that the person who sends it has the right to lien your property if he or she is not paid. To prevent liens or more information on them, please visit the CSLB website or call. 7) In the event of non-payment or a mechanic's lien be placed on the Customer's property, the Customer agrees to pay for all related court fees and legal representation for Vertex to file and perfect any mechanic's liens or lawsuits in order to obtain financial payment for completed work.

Payment Schedule

10% Deposit or maximum \$1000 is required for deposit to begin the project according to CSLB regulations. You have 3 DAYS to CANCEL your contract for any reason and deposit will be refunded. All equipment payments are required prior to ordering. Generally, 50% of the total is required prior to work commencing. Any labor related materials are not considered equipment. All equipment complete payments are due as the equipment arrives on the job site. Progress payments will be required if there is a delay in construction or the Company's ability to complete the project due to construction constraints. Any balances are due on completion of installation.

Alex Tong

From: K.C. Wolbert <kc@vertexav.com>
Sent: Tuesday, July 31, 2018 11:27 AM
To: Anthony F. Triolo
Cc: Kari Wolbert
Subject: Re: Question

There first 6 months we include 3 visits for any programing tweaks.

A Quarterly maintenance contract is \$800 annually.

A Monthly maintenance contract \$2000 annually.

Those can be 3 or 5 years.

We would come update firmware, software, check all functionality and make sure the system is running smoothly.

As far as product warranty, that is covered by the manufacturer. Extended hardware warranties are very tough to get these days on commercial installations. The control system is 2 years. Most of the other hardware is 2 years. A few minor things are 90 days. But for the most part our relationships with the specified vendors is very solid and they will replace any defective parts for 2 years.



K.C. Wolbert

kc@vertexav.com
5151 Oceanus Dr. Suite 102
Huntington Beach, CA 92649
CA Lic# 996107
CEDIA Certified ESC-T, ESC-D, ESC-N
714-891-1100 office
714-299-7599 cell

On Jul 31, 2018, at 11:21 AM, Anthony F. Triolo <anthonytriolo@santafesprings.org> wrote:

KC,

I didn't see any maintenance contract in this quote, is any included? If not what is your cost for 3 year and 5 year maintenance?

Also is the hardware covered by you or manufacturer warranty only?

Thank You,

<image001.png>

Anthony Triolo | Computer Specialist III
City of Santa Fe Springs | Technology Services
11710 Telegraph Road | Santa Fe Springs, CA 90670
(562) 868-0511, Ext 7437 | (562) 868-7112 Fax
AnthonyTriolo@santafesprings.org | www.santafesprings.org



City of Santa Fe Springs

City Council Meeting

September 13, 2018

NEW BUSINESS

BNSF Railway Company Roadway Surfacing Agreement

RECOMMENDATION

That the City Council authorize the Mayor to execute a Roadway Surfacing Agreement with Burlington Northern Santa Fe Railway Company (BNSF).

BACKGROUND

Golden Springs Development Company (Golden Springs) has constructed a new building in the City at 13341 Cambridge Street. As part of the approved development project, Golden Springs is making improvements to the intersection of Carmenita Road/Cambridge Street, including the installation of a new traffic signal, new center medians and miscellaneous street resurfacing. Golden Springs is responsible for all costs associated with the intersection improvements. Even though Golden Springs is installing all of the improvements, BNSF requires that all permits and agreements be with the City of Santa Fe Springs and not the private developer. Golden Springs has given the City \$30,000 as a deposit towards the cost of having the plans reviewed and obtaining permits from BNSF for these improvements.

Resurfacing of Carmenita Road includes working adjacent to and upon BNSF's right-of-way. BNSF requires execution of a Roadway Surfacing Agreement prior to entering BNSF property. In addition, BNSF requires payment of the following fees:

Processing fee	\$800
BNSF Liability Insurance Fee	\$633
BNSF Flagger Services Fee	(amount to be determined)

Note that there will be a separate permit and agreement required for the installation of traffic signal electrical conduits across and within the BNSF right-of-way but the permit from BNSF has not been forwarded to date.

Staff recommends that the City Council authorize the Mayor to execute the BNSF Roadway Surfacing Agreement and pay the applicable fees out of the \$30,000 deposit posted by Golden Springs.

LEGAL REVIEW

The City Attorney's office has reviewed the BNSF Roadway Surfacing Agreement.

FISCAL IMPACT

The applicable costs of the BNSF Roadway Surfacing Agreement will be paid from the Golden Springs funds deposited with the City.

INFRASTRUCTURE IMPACT

The Cambridge Street/Carmenita Road intersection street improvements associated with the newly constructed Golden Springs building at 13341 Cambridge Street will enhance the pedestrian and vehicle traffic safety in this area of the City.



Raymond R. Cruz
City Manager

Attachment:
BNSF Roadway Surfacing Agreement

ROADWAY SURFACING AGREEMENT

This Roadway Surfacing Agreement ("Agreement") is entered into effective as of this the _____ day of _____ 2018, by and between **CITY OF SANTA FE SPRINGS**, ("Contractor"), a California, municipality and **BNSF RAILWAY COMPANY** ("Railway"), a Delaware corporation.

WHEREAS, Railway operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, City of Santa Fe Springs desires Contractor to surface the roadway adjacent to and upon Railway's right of way, and Contractor is willing to perform such services.

NOW, THEREFORE, in consideration for Railway entering this Agreement with Contractor and granting Contractor permission to enter upon the Premises (defined herein), Contractor agrees with Railway as follows:

SECTION 1. SCOPE OF SERVICES

Contractor shall perform the following services, hereinafter described as Work": to install a traffic signal, underground conduits and raised medians at Line Segment 7600 and Mile Post 157.24.

Performance of the Work will necessarily require Contractor to enter Railway's right of way and property ("Premises"). Contractor agrees that no work shall be commenced on the Premises until (i) this Agreement is executed by both Contractor and Railway; and (ii) Railway approves the insurance required to be maintained by Contractor hereunder. Contractor further agrees that if this Agreement is not executed by the owner, general partner, president, or vice-president of Contractor, Contractor shall furnish Railway with evidence certifying that the signatory is empowered to execute this Agreement.

This License shall commence on the Effective Date and shall continue for a period one hundred eighty (180) days, subject to prior termination as hereinafter described.

SECTION 2. PAYMENT OF FEES

City of Santa Fe Springs shall be responsible for payment to Contractor for the Work performed under this Agreement.

SECTION 3. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorney's fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE**

NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR SHALL INCLUDE ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it shall adjust and settle all claims made against Railway, and shall, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway shall give notice to Contractor, in writing, of the receipt or pendency of such claims and thereupon Contractor shall proceed to adjust and handle to a conclusion such claims, and in the event of a suit brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, shall defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement shall survive any termination of this Agreement.

SECTION 4. INSURANCE.

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$ 6,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- ♦ Bodily Injury and Property Damage
- ♦ Personal Injury and Advertising Injury
- ♦ Fire legal liability
- ♦ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ♦ It is agreed that any workers' compensation exclusion does not apply to **Railroad** payments related to the Federal Employers Liability Act or a **Railroad** Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.

- ♦ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ♦ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

- B. **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- ♦ Bodily injury and property damage
 - ♦ Any and all vehicles owned, used or hired
- C. **Workers Compensation and Employers Liability Insurance.** This insurance shall include coverage for, but not limited to:
- ♦ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - ♦ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- D. **Railroad Protective Liability Insurance.** This insurance shall name only the Railroad as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- ♦ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - ♦ Endorsed to include the Limited Seepage and Pollution Endorsement
 - ♦ Endorsed to include Evacuation Expense Coverage Endorsement
 - ♦ No other endorsements restricting coverage may be added
 - ♦ The original policy must be provided to the Railroad prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$633.

- ☐ I elect to participate in Licensor's Blanket Policy;
- ☐ I elect not to participate in Licensor's Blanket Policy.

E. **Other Requirements:**

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railroad** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by **Railroad**. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and **Railroad** shall be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming **Railroad** as additional insured shall be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of **Railroad**. If granted by **Railroad**, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by contractor in lieu of insurance. Any and all **Railroad** liabilities that would otherwise, in accordance with the provisions of this **Agreement**, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor shall furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from **Railroad**, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railroad** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this **Agreement** has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this **Agreement**. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, **Railroad** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming **Railroad** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railroad** to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify **Railroad** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railroad** to terminate this **Agreement** immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor shall not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this **Agreement**. Damages recoverable by **Railroad** shall not be limited by the amount of the required insurance coverage.

Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety-training program at the following Internet Website "<http://www.BNSFcontractor.com>". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.

For purposes of this section, **Railroad** shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

SECTION 5. PROTECTION OF RAILWAY FACILITIES AND RAILWAY FLAGGER SERVICES

A. The Contractor shall give a minimum of at least thirty (30) working days' notice to the roadmaster at 7427 ROSEMEAD BLVD., PICO RIVERA, CA 90660, telephone 323-307-5815, in advance of when flagging services will be required to bulletin the flaggers position and shall provide five (5) working days' notice to the Roadmaster to abolish the position per union requirements.

B. Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over or under of and within twenty-five (25) feet measured horizontally from center line of the nearest track and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

(1). When in the opinion of the Railway's representative, it is necessary to safeguard the Premises, employees, trains, engines and facilities.

(2). When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

(3). When work in any way interferes with the safe operation of trains at timetable speeds.

(4). When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

(5). Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers. Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 5 (d)** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Roadway, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 5**.

D. All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

(1) A flagging crew generally consists of one employee. However, additional personnel may be required to protect the Premises and operations, if deemed necessary by the Railway's representative.

(2) Each time a flagger is called, the minimum period for billing shall be the eight (8) hour basic day.

(3) The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the City's contractor.

SECTION 6. INDEPENDENT CONTRACTOR

In the performance of the Work under this Agreement, Contractor will be considered as an independent contractor, neither Contractor nor any of its employees, subcontractors, agents or servants will be considered as employees of Railway in any respect. Contractor shall have the exclusive right and duty to control the work of its employees. All persons employed by Contractor or any of its subcontractors in the performance of this Agreement shall be the sole employees of Contractor or its subcontractors. Contractor will be given general directions and instructions regarding the Work to be rendered under this Agreement; however, direct supervision of Contractor's employees will be Contractor's responsibility and obligation.

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

CITY OF SANTA FE SPRINGS

11710 Telegraph Rd.
Santa Fe Springs, CA 90670

BNSF RAILWAY COMPANY

Jones Lang LaSalle Brokerage, Inc.,
its Attorney in Fact
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155

By: _____
Print
Name: _____

Title: _____

By: _____
Title: _____

COORDINATE SYSTEM: CA 5

TRACKING NO. 13-50950

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

CITY OF SANTA FE SPRINGS

SCALE: 1 IN. = 50 FT.
CALIFORNIA DIV.
SAN BERNARDINO SUBDIV. L.S. 7600
DATE: 8/6/2018

SECTION:
TOWNSHIP & RANGE:
MERIDIAN: SBM

NOTE:
ALL RIGHT OF WAY SUBJECT TO EASEMENT NO. DAT-51035
TO RIVERSIDE COUNTY TRANSPORTATION COMMISSION
DATED 12/01/02 FROM REDONDO JUNCTION M.P. 143.19
TO FULLERTON M.P. 168.35 ON THE
SAN BERNARDINO SUBDIVISION EXCEPTIONS AS NOTED,
SUBJECT TO FIBER OPTIC LICENSE.

Cambridge St

TO: L.S. 7600 EASEMENT

TO: END OF TRACK

LEGEND:

- PREMISES
- RIGHT OF WAY LINE
- TRACK

DESCRIPTION:
A PARCEL OF LAND CONTAINING A TOTAL OF 3,000 SQ. FT.
(0.07 A.C.) MORE OR LESS SHOWN HATCHED TO BE USED
FOR ROADWAY RESURFACING.

SANTA FE SPRINGS
COUNTY OF LOS ANGELES

STATE OF CA

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

DRAWN BY: JNC DRAWING NO. 73374

MAP REF. 606513



City of Santa Fe Springs

City Council Meeting

September 13, 2018

NEW BUSINESS

City-Wide Striping 2018 – Authorization to Advertise for Construction Bids

RECOMMENDATIONS

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 City Council authorized the City Engineer to re-advertise the City-Wide Striping 2018 project at the June 14, 2018 meeting. The plans and specifications have been revised to exclude traffic sign replacements and to quantify the striping required per street segment. The scope of work includes the stenciling of traffic legends, traffic striping, painting curbs and the removal/replacement of raised reflective pavement markers on the City's major arterials and minor collectors. A complete listing of the proposed streets is attached. Project was previously bid on with the low bid of \$250,014.

The total estimated cost for the City-Wide Striping 2018 project is \$200,000, which includes construction, engineering, inspection, overhead and contingency. The estimate for the project is derived from the most current cost of similar types of construction projects in the area.

<u>ITEM</u>		<u>BUDGET</u>
Construction:	\$	155,000
Engineering:	\$	15,000
Inspection:	\$	15,000
Contingency:	\$	15,000
Total Construction Cost:	\$	200,000

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 of the plans and specifications. A copy of the plans and specifications is on file with the City Clerk.

FISCAL IMPACT

The City-Wide Striping 2018 project is included in the approved Capital Improvement Plan (CIP) with an original budget of \$110,000 which is less than the total estimated project cost of \$200,000. The increase in cost is due to the revision of design plans, specifications and an overall increase in striping unit prices. Staff will recommend an appropriation of funds at the time of Award of Contract. Funding is available through the Utility Users Tax/Capital Improvement Plan Fund.

Report Submitted By: Noe Negrete, Director  Date of Report: September 6, 2018
Department of Public Works

ITEM NO. 13

INFRASTRUCTURE IMPACT

The existing traffic striping requires refreshing to increase visibility thus enhancing the streets traffic safety serviceability.



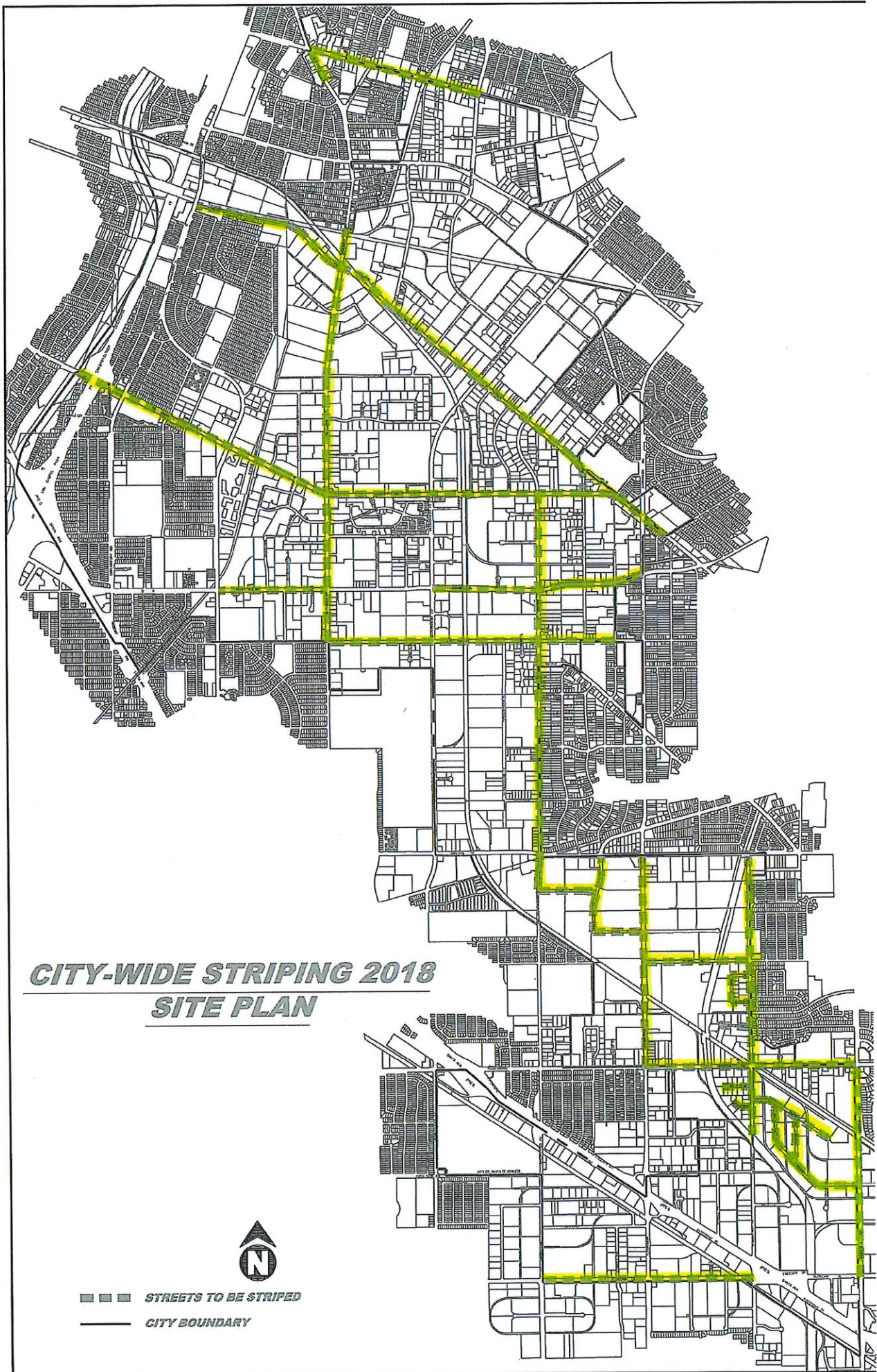
Raymond R. Cruz
City Manager

Attachments:

1. Street Matrix
2. Site Plan

**CITY-WIDE STRIPING 2018
STREET STRIPING MATRIX**

No.	Street	From	To
1.	Alondra Boulevard	Shoemaker Avenue	Valley View Avenue
2.	Valley View Avenue	Rosecrans Avenue	Alondra Boulevard
3.	Rosecrans Avenue	Best Avenue	Valley View Avenue
4.	Anson Avenue	Borate Street	Radburn Avenue
5.	Borate Street	Northernly Cul-de-sac	Southernly Cul-de-sac
6.	Marquardt Avenue	Imperial Highway	Freeway Drive
7.	Gannet Avenue	Radburn Avenue	Valley View Avenue
8.	Foster Road	Carmenita Road	Marquardt Avenue
9.	Carmenita Road	Imperial Highway	Rosecrans Avenue
10.	Orden Street	Leffingwell Road	Carmenita Road
11.	Leffingwell Road	Imperial Highway	Orden Drive
12.	Adler Drive	Shoemaker Avenue	Leffingwell Road
13.	Shoemaker Avenue	Telegraph Road	Adler Drive
14.	Lakeland Road	Carmenita Road	Norwalk Boulevard
15.	Norwalk Boulevard	Perkins Avenue	Lakeland Road
16.	Norwalk Boulevard	Washington Boulevard	Approximately 160' S/O Boer Avenue
17.	Telegraph Road	Carmenita Road	I-605 Southbound On/Off ramps.
18.	Florence Avenue	Pioneer Boulevard	Norwalk Boulevard
19.	Florence Avenue	Bloomfield Avenue	Carmenita Road
20.	Los Nietos Road	Pioneer Boulevard	Painter Avenue
21.	Washington Boulevard	Norwalk Boulevard	East of Sorensen Avenue





City of Santa Fe Springs

City Council Meeting

September 13, 2018

NEW BUSINESS

Resolution No. 9603 – Request for No Stopping Any Time Parking Restriction and Tow-Away Zone at 13250 Arctic Circle and 13325 Molette Street

RECOMMENDATION

That the City Council adopt Resolution No. 9603, which would prohibit the parking and stopping of vehicles on the south side of Arctic Circle from Molette Street to a point 1,020 feet west of Molette Street and on the north side of Molette Street from Arctic Circle to a point 1,220 feet west of Arctic Circle and implement a tow-away zone within the same limits for vehicles that violate the restriction.

BACKGROUND

The Traffic Commission at their meeting of August 16, 2018 reviewed the attached report for the proposed parking restriction along the two Fry Steel Company street frontages at 13250 Arctic Circle and 13325 Molette Street. After consideration, the Traffic Commission voted 4 to 0 to recommend to the City Council for their consideration and approval of the proposed "No Stopping Any Time" parking restriction along the two Fry Steel Company street frontages at 13250 Arctic Circle and 13325 Molette Street along with a tow-away provision as stated herein.

This being a very isolated and remote industrial area, it has become a haven for the long-term parking of motor homes and recreational vehicles. As outlined in the email received from Fry Steel Company, the problems caused by the long-term parking of motor homes and recreational vehicles are very consistent to what we heard had been encountered by the businesses on Burke Street east of Dice Road and Marquardt Avenue south of Imperial Highway. The existing 6,000 pound parking restriction along the south side of Arctic Circle is generally ignored by the operators of the motor homes and recreational vehicles which forces Fry Steel to frequently have to request police enforcement in the area. The addition of a Tow-Away provision will go a long way towards eliminating parking violations and making it easier for parking enforcement.

Staff concurs with the request from Fry Steel Company and recommends approval of the requested parking restriction with the addition of the tow-away zone provision to deter violations of the restriction and to facilitate enforcement.

Raymond R. Cruz
City Manager

Attachments:

1. Resolution No. 9603
2. Traffic Commission Report 8/16/18

Report Submitted By: Noe Negrete, Director
Public Works

Date of Report: September 6, 2018

ITEM NO. 14

APPROVED:
ITEM NO.:

RESOLUTION NO. 9603

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
RESTRICTING PARKING AND STOPPING OF VEHICLES
AND ESTABLISHMENT OF A TOW-AWAY ZONE ON PORTIONS OF ARCTIC
CIRCLE AND MOLETTE STREET**

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY
RESOLVE AND ORDER AS FOLLOWS:

Section 1: Pursuant to the provisions of Chapter 72, Section 72.20 of the City Code, the following locations are designated as places where no person shall stop, stand or park a vehicle at any time:

South side of Arctic Circle from Molette Street to
a point 1,020 feet west of Molette Street

North side of Molette Street from Arctic Circle to
a point 1,220 feet west of Arctic Circle

When signs are posted giving notice thereof, any vehicle which is parked or left standing in violation of the provisions of this Resolution, shall be removed pursuant to the provisions of Vehicle Code Section 22651 (n).

APPROVED and ADOPTED this 13th day of **September 2018**.

JAY SARNO, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK



City of Santa Fe Springs

Traffic Commission Meeting

August 16, 2018

TRAFFIC ENGINEER'S REPORT

13325 Molette Street and 13250 Arctic Circle Request for No Stopping/Tow-Away Zone

RECOMMENDATION

That the Traffic Commission recommend to the City Council that a No Parking/Stopping restriction along with a Tow-Away Zone provision be implemented along the frontages of 13325 Molette Street and 13250 Arctic Circle as requested by the adjacent property owner, Fry Steel Company.

BACKGROUND

Attached is a copy of an email received from Christy Park, the Vice President of Fry Steel Company which operates out of buildings at 13325 Molette Street and 13250 Arctic Circle, requesting that a parking restriction with a tow-away provision be implemented in front of their property located at the two addresses noted above. The email outlines all of the problems that Fry Steel has endured due to the long-term parking of motor homes and recreational vehicles along their Molette Street and Arctic Circle frontages.

Molette Street is generally unstriped, two lane local industrial street with a width of fifty-two feet from curb to curb. Molette Street is about .48 miles long and runs from Shoemaker Avenue on the west and terminates at Arctic Circle on the east. The current speed limit is a posted thirty-five miles-per-hour based on a critical speed of thirty-five miles per hour. Parking is currently not restricted along the north side of the street along the frontage of Fry Steel Company and there are no parking restrictions on the south side of the street (Exhibit 1).

Arctic Circle is a generally unstriped, two lane local industrial street with a width of fifty-two feet from curb to curb. Arctic Circle is about .54 miles long and runs from Shoemaker Avenue on the west and terminates at Carmenita Place on the east. The current speed limit is a posted thirty-five miles-per-hour based on a critical speed of thirty-seven miles per hour. Parking is currently prohibited for vehicles weighing over 6000 pounds along the south side of Arctic Circle along the frontage of Fry Steel Company. There are scattered parking restrictions on the north side of the street but parking is generally permitted there. (Exhibit 1).

Due to this being a very isolated and remote industrial area, it has become a haven for the long-term parking of motor homes and recreational vehicles. As outlined in the email received from Fry Steel Company, the problems caused by the long-term parking of motor homes and recreational vehicles are very consistent to what we heard had been encountered by the businesses on Burke Street east of Dice Road and Marquardt Avenue south of Imperial Highway. The existing 6000 pound parking restriction along the south side of Arctic Circle is generally ignored by the

Report Submitted By: Noe Negrete, Director
Public Works

A handwritten signature in blue ink, appearing to be "MN" or similar initials, written over the printed name of Noe Negrete.

Date of Report: August 8, 2018

operators of the motor homes and recreational vehicles which forces Fry Steel to frequently have to request police enforcement in the area. The addition of a Tow-Away provision will go a long way towards eliminating parking violations and making it easier for parking enforcement.

Staff concurs with Fry Steel's request and recommends approval of their request to implement a complete parking restriction and add the tow-away zone provision along their Molette Street and Arctic Circle frontages to facilitate enforcement.



Noe Negrete
Director of Public Works

Attachments:

1. Exhibit 1
2. Email from Fry Steel

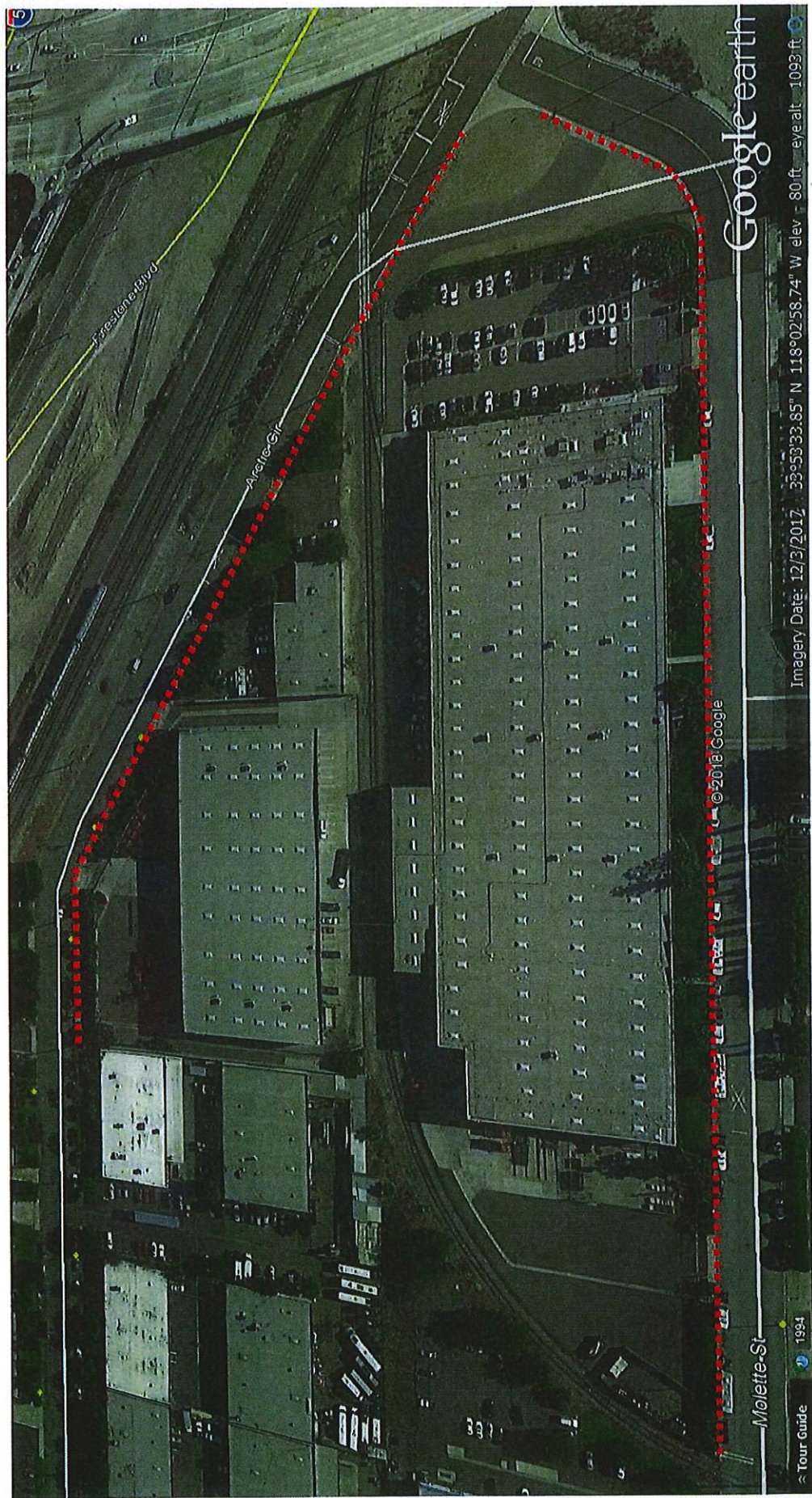


EXHIBIT 1

13250 ARCTIC CIRCLE/13325 MOLETTE STREET-FRY STEEL CO.

NO STOPPING, TOW-AWAY ZONE REQUEST ON MOLETTE ST. & ARCTIC CIRCLE

Vivian DeLeon

From: christy@frysteel.com
Sent: Tuesday, July 31, 2018 8:34 AM
To: Thomas R. Lopez
Subject: Re: Parking Restriction
Attachments: img-180731082501.pdf

Good morning Mr. Lopez,

My maintenance manager got back in today... I filled him in on what we are wanting to do with the new signs and asked him where we need them posted.
He said in a perfect world we want as many signs as we can get along our entire property line.

Here are a few points why:

- 1- We have driveways at each corner of the property that our Fry Steel delivery trucks come and go from all day long, as well as our employees in personal vehicles. There is little to no visibility at each and every driveway on a daily basis due to the large motorhomes.
- 2- The occupants of the motorhomes defecate and urinate on our grass and in our planters.
- 3- They have dumped hazardous oil and waste in the planters along Arctic Circle.
- 4- They constantly dump trash along our property.
- 5- They tap into our utilities.

I've attached the aerial image with red markings along both sides of the property.

Any assistance you can give us would be greatly appreciated.

And any questions, please don't hesitate to email me back or call.

Thank you
Whitney
1-800-423-6651 ext. 210

- > Attached is an aerial image of the streets surrounding Fry Steel.
- > Please mark the areas in red where you want to pursue a "No
- > Parking-Tow Away Zone" and send it back to me.
- >
- > Tom Lopez | Traffic Engineer



City of Santa Fe Springs

City Council Meeting

September 13, 2018

PRESENTATION

Presentation – Relay for Life

RECOMMENDATION

The Mayor may wish to call upon Wendy E. Meador and Tammy Murray.

BACKGROUND

Over the past 17 years, since the first Santa Fe Springs Relay for Life was organized in 2001, the support of thousands of volunteers and sponsors have made the most impact by fundraising. Relay for Life unites communities across the globe to celebrate people who have battled cancer, remember loved ones lost, and take action to finish the fight once and for all.

Representatives from Relay for Life will be at the Council Meeting to report on this year's event.

A handwritten signature in blue ink, reading "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment:

None



City of Santa Fe Springs

City Council Meeting

September 13, 2018

PRESENTATION

Presentation to Cherie Blake upon her Retirement

RECOMMENDATION

The Mayor may wish to call upon Director of Community Services, Maricela Balderas, to assist with this presentation.

BACKGROUND

Cherie Blake retired from service to the City of Santa Fe Springs on Friday, August 31, 2018. Ms. Blake has been invited to the Council meeting to be recognized for her 37 years of service to the community.

Ms. Blake has worked for the Department of Community Services for 37 years. She was hired as a Page at the City Library in 1981 and was steadily promoted over the years. Ms. Blake was made a full-time Library Clerk in 1986 and became a Library Clerk II in 1987. By 1996, she was re-classified as a Library Technician. After 2008, Ms. Blake was made a Program Coordinator and her most recent position was as a Public Relations Technician – a title which she received in 2016.

During her years at the City Library and in the Department of Community Services, Ms. Blake has truly strived to provide the best customer service to staff and the community. For many years, she has been instrumental in creating promotional materials for SFS Art Fest, Fiestas Patrias and other departmental and City-wide events. Tonight, we would like to thank her for her 37 years of service to the community and the City of Santa Fe Springs.

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

September 13, 2018

PRESENTATION

Proclamation Declaring September 14, 2018 as the City of Santa Fe Springs 2018 Fiestas Patrias Cultural Celebration

RECOMMENDATION

That the City Council proclaim Friday, September 14, 2018, as the official day of Fiestas Patrias in the City of Santa Fe Springs.

BACKGROUND

Fiestas Patrias is an annual community event that commemorates Mexico's independence from Spain. This year marks the 51st year anniversary of this festive community celebration in Santa Fe Springs.

This year's event is scheduled to take place on Friday, September 14, 2018 at Town Center Plaza. The festivities will focus on the arts, crafts, music, and history of the region of Baja California Peninsula, Mexico. This year's celebration will also feature traditional entertainment with a mariachi lineup as well as folklórico dancers. A live reenactment of "El Grito" will be performed by Consulate Cynthia Prida of the Mexican Consulate in Los Angeles.

The Mayor may wish to call upon Ed Ramirez, Family and Human Services Manager, to assist with the presentation of the proclamation which will be received by members of the Family & Human Services Advisory Committee.

Raymond R. Cruz
City Manager

Attachment:

2018 Fiestas Patrias Proclamation

WHEREAS, the Santa Fe Springs City Council takes great pride in the cultural and historical background of its residents; and

WHEREAS, the City of Santa Fe Springs' Community Services Department seeks to recognize the rich cultural inheritance of the City's residents through programs and events; and

WHEREAS, the 2018 Fiestas Patrias Cultural Celebration will be observed on September 14th and will highlight the region of Baja California Peninsula, Mexico; and

WHEREAS, the City of Santa Fe Springs is proud of its rich Latino heritage and is honored to celebrate the 51st year anniversary of this traditional event; and

NOW, THEREFORE, be it resolved that I, Jay Sarno, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim September 14, 2018 as the official

"Fiestas Patrias Cultural Celebration"

in Santa Fe Springs to honor our Hispanic/Latino neighbors and friends, and further encourage the community to support the City's rich cultural heritage by attending the annual celebration.

DATED this 13th day of September 2018

JAY SARNO, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK



City of Santa Fe Springs

City Council Meeting

September 13, 2018

PRESENTATION

Proclaiming the Month of September 2018 as "Blood Cancer Awareness Month" in the City of Santa Fe Springs

RECOMMENDATION

That the City Council proclaim the month of September 2018 as "Blood Cancer Awareness Month" in the City of Santa Fe Springs.

BACKGROUND

Blood Cancer Awareness Month occurs every September as designated in 2010 by the United States Congress. It is intended to increase awareness and education on blood cancers and related conditions as well as drive fundraising for research and treatment.

Every three minutes someone in the United States is diagnosed with a form of blood cancer, such as leukemia, lymphoma, or myeloma. Every nine minutes someone in the United States dies from the disease, according to the Leukemia & Lymphoma Society.

Additionally, more than a third of blood cancer patients still do not survive five years after their diagnosis. While not one of the most prevalent cancers, it is clear that cancer of the blood is marked by what is often a dire prognosis, so there is a tremendous need for resources to better understand the cause and behavior of the disease.

During the month of September, we encourage everyone to make an impact in the fight against all blood cancers by making a charitable donation in any amount to a reputable advocacy organization or by volunteering in any capacity through various campaigns found across the United States.

The Mayor may wish to call upon Janet Martinez, City Clerk, to assist with the reading of the Proclamation.

Raymond R. Cruz
City Manager

Attachment

Proclamation – Blood Cancer Awareness Month 2018

Report Submitted By: Fernando N. Muñoz
City Clerk's Office

Date of Report: September 4, 2018

ITEM NO. 21D

WHEREAS, leukemia, lymphoma, and myeloma (blood cancers) are diseases that can affect the bone marrow, blood cells, the lymph nodes and other parts of the lymphatic system; and

WHEREAS, every three minutes, someone in the United States is diagnosed with blood cancer, representing an estimated combined total of approximately 174,250 individuals who are expected to be diagnosed with leukemia, lymphoma or myeloma in 2018; and

WHEREAS, blood cancers are expected to cause the deaths of an estimated 58,100 people in the U.S. in 2018, while an estimated 1,345,123 people in the U.S. are either living with, or are in remission from leukemia, lymphoma or myeloma; and

WHEREAS, blood cancers do not discriminate and can affect anyone at any time, regardless of age, gender or race, with early diagnosis making all the difference when it comes to treatment; and

WHEREAS, the health and vitality of the people of the City of Santa Fe Springs are enhanced by efforts to increase communication and education pertaining to blood cancers and commemorating Blood Cancer Awareness Month in September helps raise general awareness of the disease and provides hope to those affected by a blood cancer diagnosis.

NOW, THEREFORE, I, Jay Sarno, Mayor of the City of Santa Fe Springs, and on behalf of the Santa Fe Springs City Council meeting in regular session this 13th day of September, 2018 do hereby proclaim the Month of September 2018 as

“BLOOD CANCER AWARENESS MONTH”

in the City of Santa Fe Springs and urge all residents to support the efforts and activities of those organizations that bring awareness and education in the race to finding a cure for blood cancer in September and throughout the entire year.

DATED this 13th day of September, 2018.

Jay Sarno, Mayor

ATTEST:

Janet Martinez, City Clerk



City of Santa Fe Springs

City Council Meeting

September 13, 2018

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	1	Rounds
Beautification	4	Sarno
Beautification	1	Zamora
Family & Human Services	1	Sarno
Historical	1	Moore
Historical	2	Rounds
Historical	3	Sarno
Historical	3	Trujillo
Historical	2	Zamora
Parks & Recreation	1	Moore
Parks & Recreation	2	Sarno
Parks & Recreation	1	Trujillo
Parks & Recreation	1	Zamora
Senior Citizens	3	Moore
Senior Citizens	1	Rounds
Senior Citizens	2	Sarno
Senior Citizens	4	Trujillo
Sister City	2	Rounds
Sister City	4	Sarno
Sister City	3	Zamora
Youth Leadership Committee	1	Moore
Youth Leadership Committee	1	Rounds
Youth Leadership Committee	1	Sarno
Youth Leadership Committee	2	Trujillo

Applications Received: None

Recent Actions: None

Attachments:

Committee Lists

Prospective Members


Raymond R. Cruz
City Manager

Report Submitted by: Janet Martinez
City Clerk

Date of Report: September 6, 2018

ITEM NO. 22A

Prospective Members for Various Committees/Commissions

Beautification

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Hall

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

Membership: 25 Residents appointed by City Council

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(18)
	Guadalupe Placencia	(19)
	Francis Carbajal	
	Eileen Ridge	(19)
	Jeannie Hale	(19)
Zamora	Mary Reed	(18)
	Charlotte Zevallos	(18)
	Doris Yarwood	(18)
	Vada Conrad	(19)
	Vacant	(19)
Rounds	Sadie Calderon	(18)
	Vacant	(18)
	Mary Arias	(19)
	Marlene Vernava	(19)
	Jeanette Wolfe	(19)
Sarno	Vacant	(18)
	May Sharp	(19)
	Vacant	
	Vacant	
	Vacant	
Trujillo	Jacqueline Martinez	(18)
	AJ Hayes	(18)
	Margaret Bustos*	(18)
	Debra Cabrera	(19)
	Kay Gomez	

**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	Martha Villanueva	(18)
	Margaret Bustos*	(18)
	Miriam Herrera	
Zamora	Gaby Garcia	(18)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
Rounds	Annette Rodriguez	(18)
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
Sarno	Vacant	(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	AJ Hayes	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	Don Powell
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)
	Vacant	(19)
Zamora	Francis Carbajal	(19)
	Vacant	
	Vacant	
	Larry Oblea	(18)
Rounds	Vacant	
	Vacant	
	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*

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	6/30/2019
	Ron Biggs	6/30/2019
Personnel Advisory Board	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2019
Employees' Association	Johnny Hernandez	6/30/2020

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	Vacant	(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	Rudy Lagarreta Jr.	(18)
	Vacant	(18)
	Lisa Garcia	(19)
	Vacant	(18)
	David Diaz-Infante	(19)
Trujillo	Dolores Romero	(19)
	Andrea Lopez	(18)
	Lydia Gonzalez	(19)
	Anthony Ambris	(19)
	Vacant	(19)

**Indicates person currently serves on three committees*

PLANNING COMMISSION

updated 10/17/17

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	Paul Nakamura	(18)
	Astrid Shesterkin	(19)
	Vacant	
	Vacant	
	Vacant	
Zamora	Dolores Duran	(18)
	Elena Lopez Armendariz	(18)
	Rebecca Lira	(18)
	Amelia Acosta	(19)
	Gloria Madrid	(19)
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)
	Vacant	(19)
	Vacant	
	Doris Yarwood	(19)
	Vacant	
Rounds	Manny Zevallos	(18)
	Susan Johnston	(18)
	Jacqueline Martinez	(19)
	Vacant	
	Vacant	
Sarno	Jeannette Wolfe	(18)
	Vacant	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Beverly Radoumis	(19)
	Andrea Lopez	(18)
	A.J. Hayes	(19)
	Marcella Obregon	(19)
	Debra Cabrera	(19)

**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	AJ Hayes
Zamora	Nancy Romo

*Albert Hayes removed on 7/19/17

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

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

Membership: 20

APPOINTED BY	NAME	Term Expires in Year Listed or upon Graduation
Moore	Vacant	(19)
	Destiny Cornejo	(19)
	Zachary Varela	(18)
	Jazmine A. Duque	(19)
Zamora	Metztli Mercado-Garcia	(18)
	Savanna Aguayo	(19)
	Valerie Melendez	(19)
	Christian Zamora	(19)
Rounds	Andrew Chavez	(18)
	Vacant	(19)
	Walter Alvarez	(18)
	Valerie Yvette A. Gonzales	(18)
Sarno	Angel M. Corona	(19)
	Vacant	(19)
	Ivan Aguilar	(19)
	Jennifer Centeno Tobar	(19)
Trujillo	Bernardo Landin	(18)
	Ionnis Panou	(18)
	Vacant	(19)
	Vacant	(18)