



CITY OF SIGNAL HILL OVERSIGHT BOARD

2175 Cherry Avenue ♦ Signal Hill, California 90755-3799

THE CITY OF SIGNAL HILL WELCOMES YOU TO A SPECIAL MEETING OF THE OVERSIGHT BOARD

August 23, 2012

6:00 p.m.

The City of Signal Hill appreciates your attendance. Citizen interest provides the Oversight Board with valuable information regarding issues of the community. In addition, meetings are streamed live on our website at www.cityofsignalhill.org, and are televised at 7:00 a.m., 2:00 p.m., and 7:00 p.m. every day following the City Council meeting on Charter Communications Channel 3, and Verizon FiOS Channel 38.

Meetings commence at 6:00 p.m. There is a public comment period at the beginning of the regular meeting, as well as the opportunity to comment on each agenda item as it arises. Any meeting may be adjourned to a time and place stated in the order of adjournment.

The agenda is posted 72 hours prior to each meeting on the City's website and outside of City Hall and available at each meeting. The agenda and related reports are also available for review online and at the City Clerk's office and Library prior to the meeting. Agenda and staff reports are also available at our website at www.cityofsignalhill.org.

Pursuant to Government Code Section 54954.3, each agenda for a regular meeting shall provide an item entitled "Public Comment" after Roll Call and the Pledge of Allegiance and before any business is transacted. The purpose of such item shall be to provide an opportunity for members of the public to directly address the Oversight Board on agenda matters as well as on items of general interest to the public that are within the subject matter jurisdiction of the Oversight Board. Speakers shall be limited to three (3) minutes. You are encouraged (but not required) to complete a speaker card prior to the item being considered, and give the card to a Successor Agency staff member. The purpose of this card is to ensure speakers are correctly identified in the minutes. However, completion of a speaker card is voluntary, and is not a requirement to address the Oversight Board. The cards are provided at the rear of the Council Chamber. Please direct your comments or questions to the Oversight Board.

(1) CALL TO ORDER – 6:00 P.M.

(2) ROLL CALL

CHAIR HAUBERT
VICE CHAIR NOLL
MEMBER CHERNISS
MEMBER GABEL
MEMBER WAROT
MEMBER WILLIAMSON
MEMBER YU

(3) PLEDGE OF ALLEGIANCE

(4) PUBLIC COMMENT ON ITEMS ON OR OFF THE AGENDA

(5) CHIEF ADMINISTRATIVE OFFICER REPORTS

a. Adopt Recognized Obligation Payment Schedule

Summary: Pursuant to AB1x 26, codified as Health and Safety Code Section 34172, the Signal Hill Redevelopment Agency was dissolved effective February 1, 2012. The Oversight Board is required to adopt a Recognized Obligation Payment Schedule (“ROPS”) every six months. This ROPS covers the period from January 1, 2013 through June 30, 2013.

Recommendation: Waive further reading and adopt the resolution adopting a Recognized Obligation Payment Schedule (ROPS) pursuant to Health and Safety Code §34177 and transmitting the ROPS to the County Auditor-Controller, the Department of Finance and the State Controller.

b. Title Correction for 2003 Transfer of Alamitos Pumping Plant Property

Summary: The need for a technical title correction has arisen in connection with the 2003 “Takeover Agreement” through which County Sanitation District No. 29 (the “District”) assumed ownership and maintenance over Signal Hill’s Sewage Facilities. As part of the 2003 Takeover Agreement, the *City* transferred title of the Alamitos Pumping Plant (2001 Alamitos Avenue; “Property”) to the District, but title to the Property actually was held by the Signal Hill Redevelopment Agency. The District now needs to clear its title to the Property in order to qualify for a low-interest state clean water loan.

Recommendation: Waive further reading and adopt the resolution directing and approving the transfer of governmental property at 2001 Alamitos Avenue to correct a 2003 title error.

(6) CONSENT CALENDAR

a. Minutes of the Following Meeting(s)

Regular Meeting of the Oversight Board, June 14, 2012

Recommendation: Approve.

(7) OVERSIGHT AGENDA – NEW BUSINESS

MEMBER YU
MEMBER WILLIAMSON
MEMBER WAROT
MEMBER GABEL
MEMBER CHERNISS
VICE CHAIR NOLL
CHAIR HAUBERT

(8) ADJOURNMENT

The next regular meeting of the Signal Hill Oversight Board is Thursday, September 13, 2012 at 6:00 p.m., to be held in the Council Chamber of City Hall, 2175 Cherry Avenue, Signal Hill, CA, 90755.

CITIZEN PARTICIPATION

Routine matters are handled most quickly and efficiently if contact is made with the Successor Agency staff. However, if you would like to request that a matter be presented for Oversight Board consideration, you may do so by writing to the Successor Agency, Oversight Board or Chief Administrative Officer. The deadline for agenda items is 12 noon one week before the scheduled meeting. The complete agenda, including back up materials is available on the City website.

If you need special assistance beyond what is normally provided to participate in Oversight Board meetings, the Successor Agency staff will attempt to accommodate you in every reasonable manner. Please call the City Clerk's office at (562) 989-7305 at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible.



CITY OF SIGNAL HILL OVERSIGHT BOARD

2175 Cherry Avenue • Signal Hill, California 90755-3799

August 23, 2012

AGENDA ITEM

**TO: HONORABLE CHAIR
AND MEMBERS OF THE OVERSIGHT BOARD**

**FROM: KENNETH C. FARFSING
CHIEF ADMINISTRATIVE OFFICER**

SUBJECT: ADOPT RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Summary:

Pursuant to AB1x 26, codified as Health and Safety Code Section 34172, the Signal Hill Redevelopment Agency ("SHRA") was dissolved effective February 1, 2012. The Oversight Board is required to adopt a Recognized Obligation Payment Schedule ("ROPS") every six months. This ROPS covers the period from January 1, 2013 through June 30, 2013.

Recommendations:

- 1) Waive further reading and adopt the following resolution, entitled:

A RESOLUTION OF THE OVERSIGHT BOARD OF THE CITY OF SIGNAL HILL, CALIFORNIA, ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) PURSUANT TO HEALTH AND SAFETY CODE § 34177 AND TRANSMITTING THE ROPS TO THE COUNTY AUDITOR-CONTROLLER, THE DEPARTMENT OF FINANCE AND THE STATE CONTROLLER

Fiscal Impact:

The total of the ROPS for January 1, 2013 to June 30, 2013 is \$12,227,501. This amount includes bond debt service payments and payments on contractual obligations. It includes an administrative cost allowance of \$215,517 and project costs of \$552,984.

Background and Analysis:

The ROPS is required to be approved by the City Council as Successor Agency and forwarded to the Oversight Board (OB) for its approval. The payment schedule representing the period from January 1, 2013 through June 30, 2013 is required so that pledges of revenue associated with enforceable obligations of the former redevelopment agency are honored. The payment schedules are required to be posted on the Successor Agency's website. The Staff of the Successor Agency (SA) is also required to provide the County Auditor-Controller (CAC), and the State Department of Finance (DOF) the adopted ROPS.

Pursuant to the approval of AB 1484, there are new requirements to the process and timing of the ROPS. The third ROPS is due no later than September 1, 2012. Subsequent ROPS, beginning with the fourth ROPS covering the period from July – December 2013 are due to the CAC and DOF no fewer than 90 days prior to the semiannual Redevelopment Property Tax Trust Fund (RPTTF) property fund distribution. The schedule for submission of the ROPS is as follows:

- October 4th – For the January 2nd RPTTF distribution; and
- March 3rd – For the June 1st RPTTF distribution.

If the ROPS are not filed within the specified timeframe, then legal actions can be taken by the creditors of the Successor Agency, the DOF, and affected taxing entities to file suit for writ of mandate to compel a Successor Agency to adopt a ROPS and exposes the SA to penalties. The community may be subject to \$10,000 per day civil fines. In addition, if the SA does not submit the ROPS within 10 days of the deadline, it may result in a 25% reduction of a SA's maximum administrative cost allowance for the period covered by the delinquent ROPS. The DOF may also direct the CAC to withhold payments to enforceable obligations.

Under AB 1484, the DOF has five days to request to review an enforceable obligation listed on the ROPS and must make a determination of the enforceable obligations and the amounts and funding sources no later than 45 days after the ROPS was submitted by a Successor Agency. In addition, AB 1484 gives the SA a five day window to request an opportunity to meet and confer on additional disputed items once the SA has received the DOF determination.

Previously under the dissolution bill, the CAC was required to "certify" the ROPS. Under AB 1484, the CAC is authorized to review the ROPS and may object to any item or funding source. The CAC is required to submit notice to the DOF, the SA and the OB 60 days prior to the distribution date for money. If the SA and OB dispute the rejected item, then the DOF is responsible for determining what will be included on the applicable ROPS.

The previous major disputed items (not approved by the DOF) are as follows: \$3 million repayment to City of development impact fees, use of the library bond proceeds, repayment of loan between the City and Agency, SERAF Loan, CarMax deposit, and use of \$3.3 million in fund balance of low and moderate income housing funds for existing housing

projects. Pursuant to AB 1484, there appears to be a mechanism to pay back loans between the City and Agency and loans made from the former Agency's low and moderate income housing fund. However, AB 1484 requires completion of new procedures for reviewing cash assets of the dissolved RDA. The goal is to distribute the cash assets to the taxing entities during FY 12-13. Once this review is completed and a "Finding of Completion" is issued by the DOF, loan repayment may begin.

AB 1484 permits the Successor Agency to show disputed items on the ROPS pending resolution by the DOF and SA. Staff has requested to meet and confer with the DOF regarding these items. The Department of Finance changed the format of the ROPS and provided a new format on August 1, 2012.

Reviewed by:

Maida Alcantara
Director of Finance

Prepared by:

Elise M. McCaleb
Economic Development Manager

Attachment: Resolution

Third ROPS: January – June 2013

RESOLUTION NO. _____

A RESOLUTION OF THE OVERSIGHT BOARD OF THE CITY OF SIGNAL HILL, CALIFORNIA, ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) PURSUANT TO HEALTH AND SAFETY CODE §34177 AND TRANSMITTING THE ROPS TO THE COUNTY AUDITOR-CONTROLLER, THE DEPARTMENT OF FINANCE, AND THE STATE CONTROLLER

WHEREAS, the City of Signal Hill is a municipal corporation and a charter city organized and existing under the Constitution of the State of California (“City”); and

WHEREAS, the Signal Hill Community Redevelopment Agency (“Redevelopment Agency”) is a public body, corporate and politic, organized and existing under the California Community Redevelopment Law (Health & Safety Code §§ 33000 *et seq.*); and

WHEREAS, on December 29, 2011, the California Supreme Court issued its opinion in the case *California Redevelopment Association, et al. v. Ana Matosantos, etc., et al.*, Case No. S196861, and upheld the validity of Assembly Bill 1x26 (“AB1x26”) and invalidated Assembly Bill 1x27; and

WHEREAS, the Court’s decision results in the implementation of AB1x26 which dissolves all the redevelopment agencies in the State of California as of February 1, 2012; and

WHEREAS, the Oversight Board was established for purposes of assisting with winding-down the RDA under AB1x26; and

WHEREAS, pursuant to a provision of AB1x 26, codified as Health and Safety Code Section 34176, the Oversight Board is required to approve a Recognized

Obligation Payment Schedule (ROPS) covering the period from January 1, 2013 through June 30, 2013.

NOW, THEREFORE, the Oversight Board, resolves as follows:

Section 1. The foregoing Recitals are true and correct and are incorporated herein.

Section 2. The ROPS, attached hereto and incorporated herein by reference as Exhibit "A", is hereby adopted pursuant to Health & Safety Code Section 34169(h).

PASSED, APPROVED, AND ADOPTED this 23RD day of August, 2012.

DOUGLAS P. HAUBERT
CHAIR

ATTEST:

KENNETH C. FARFSING
SECRETARY

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.
CITY OF SIGNAL HILL)

I, KENNETH C. FARFSING, Secretary of the Oversight Board of the City of Signal Hill, California, hereby certify that Resolution No. _____ was adopted by the Oversight Board of the City of Signal Hill at a regular meeting held on the 23rd day of August 2012, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

KENNETH C. FARFSING
SECRETARY

Successor Agency Contact Information

Name of Successor Agency:	<u>City of Signal Hill as Successor Agency</u>
County:	<u>to Signal Hill Redevelopment Agency</u>
	<u>Los Angeles</u>
Primary Contact Name:	<u>Maida Alcantara</u>
Primary Contact Title:	<u>Finance Director</u>
Address	<u>2175 Cherry Avenue Signal Hill CA</u>
Contact Phone Number:	<u>90755</u>
Contact E-Mail Address:	<u>562-989-7319</u>
	<u>MAlcantara@cityofsignalhill.org</u>
Secondary Contact Name:	<u>Kenneth Farfsing</u>
Secondary Contact Title:	<u>City Manager</u>
Secondary Contact Phone Number:	<u>562-989-7302</u>
Secondary Contact E-Mail Address:	<u>kfarfsing@cityofsignalhill.org</u>

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Filed for the January 1, 2013 to June 30, 2013 Period

Name of Successor Agency: City of Signal Hill as Successor Agency to Signal Hill Redevelopment Agency

	Total Outstanding Debt or Obligation
Outstanding Debt or Obligation	\$ 225,413,285
Current Period Outstanding Debt or Obligation	Six-Month Total
A Available Revenues Other Than Anticipated RPTTF Funding	4,828,083
B Enforceable Obligations Funded with RPTTF	7,183,901
C Administrative Allowance Funded with RPTTF	215,517
D Total RPTTF Funded (B + C = D)	7,399,418
Total Current Period Outstanding Debt or Obligation (A + B + C = E) <i>Should be same amount as ROPS form six-month total</i>	\$ 12,227,501
E Enter Total Six-Month Anticipated RPTTF Funding <i>(Obtain from county auditor-controller)*</i>	7,400,000
F Variance (D - E = F) <i>Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding</i>	\$ 582
Prior Period (January 1, 2012 through June 30, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))	
G Enter Estimated Obligations Funded by RPTTF <i>(Should be the lesser of Finance's approved RPTTF amount including admin allowance or the actual amount distributed)</i>	5,804,559
H Enter Actual Obligations Paid with RPTTF	5,582,739
I Enter Actual Administrative Expenses Paid with RPTTF	221,820
J Adjustment to Redevelopment Obligation Retirement Fund (G - (H + I) = J)	-
K Adjusted RPTTF <i>(The total RPTTF requested shall be adjusted if actual obligations paid with RPTTF are less than the estimated obligation amount.)</i>	\$ 7,399,418

*Successor Agency's Estimate

Certification of Oversight Board Chairman:
Pursuant to Section 34177(m) of the Health and Safety code,
I hereby certify that the above is a true and accurate Recognized
Obligation Payment Schedule for the above named agency.

Name Title

Signature Date

Name of Successor Agency: City of Signal Hill as Successor Agency to Signal Hill Redevelopment Agency
 County: Los Angeles

Oversight Board Approval Date: _____

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)
 January 1, 2013 through June 30, 2013**

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source						
									LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
Grand Total							\$ 225,534,655	\$ 21,622,716	\$ 750,000	\$ 3,852,118	\$ -	\$ 215,517	\$ 7,183,901	\$ 225,965	\$ -
1	2001 Tax Allocation Bonds	12/4/2001	10/1/2024	U.S. Bank National Association	Refinancing Series 1994 TABs /Public Improvements	Project No. 1	11,237,119	970,135					582,081		582,081
2	2003 Tax Allocation Parity Refunding Bonds, Series A	8/28/2003	10/1/2024	U.S. Bank National Association	Refinancing Portion of Series 1993A/B TABs	Project No. 1	14,219,085	2,818,374					1,691,024		1,691,024
3	2003 Tax Allocation Parity Bonds, Series C	12/11/2003	10/1/2024	U.S. Bank National Association	Refinancing Portion of Series 1993A TABs	Project No. 1	14,051,845	531,730					319,038		319,038
4	2003 Taxable Allocation Parity Bonds, Series D	12/11/2003	10/1/2025	U.S. Bank National Association	Property Acquisition-Las Brisas Housing	Project No. 1	3,406,834	239,074					143,444		143,444
5	2006 Taxable Tax Allocation Parity Bonds, Series A	9/7/2006	10/1/2027	U.S. Bank National Association	Property Acquisition	Project No. 1	21,284,476	884,615					530,769		530,769
6	2007 Tax Allocation Refunding Parity Bonds, Series A	11/15/2007	10/1/2024	U.S. Bank National Association	Refinancing Series 1993B TABs	Project No. 1	19,337,897	707,704					424,622		424,622
7	2009 Tax Allocation Parity Bonds	11/17/2009	10/1/2027	U.S. Bank National Association	Construction of Police Station	Project No. 1	28,843,819	1,629,750					977,850		977,850
8	2011 Tax Allocation Parity Bonds	3/25/2011	10/1/2027	U.S. Bank National Association	Construction of Library	Project No. 1	13,683,666	938,981					563,389		563,389
9	Trustee Fees	Upon Issuance	Through Bond Maturity	US Bank National Association	Trustee fees for Bonds	Project No. 1	350,000	25,000					10,000		10,000
10	Contract Services - Financial	10/13/2000	On Going/ Through Bond Maturity	Harrell & Company Advisors	EOPS ROPS Consulting/Continuing Disclosure	Project No. 1	55,500	15,000					8,000		8,000
11	Contract Services - Property Tax	Annual Contract	Annual Contract	HdL Companies	Property Tax Audit/Information - Bonds	Project No. 1	105,000	7,000					3,500		3,500
12	Contract Services - Legal	2/14/2006	Ongoing	Aleshire & Wynder	Legal Counsel Services - Successor Agency	Project No. 1	360,000	180,000					120,000		120,000
13	Contract Services - Audit	12/29/2009	Ongoing	Delhi Evans & Co/LSL	Audit Services	Project No. 1	255,000	17,000					7,000		7,000
14	Promissory Note	12/16/2010	12/15/2017	Alma Walker Trust	Property Acquisition	Project No. 1	589,100	100,400					50,200		50,200
15	Promissory Note	12/10/1992	6/30/2013	Price Charitable Trust	Property Acquisition	Project No. 1	685,879	535,879					300,000		300,000
16	Owner Participation Agreement	3/16/2011	3/16/2027	LBSH Parcel I LLC	Tax Sharing	Project No. 1	30,235,322	1,500,000					900,000		900,000
17	Owner Participation Agreement	2/2/2010	12/31/2012	Delius Restaurant LLC	Financial Assistance	Project No. 1	50,000	50,000					-		-
18	Letter Agreement Expiring August 2012	5/27/2009	7/31/2012	Signal Hill Auto Center Association	Auto Center Sign Lease and Maintenance	Project No. 1	9,400	9,400					-		-
19	Carmax Deposit	5/22/2008	Upon Payment in Full	Carmax	Property Acquisition	Project No. 1	6,004,000	-					-		-
20	Contract Services	7/6/2010	Upon Completion	Tunnel Productions	Documentary - RDA History	Project No. 1	9,552	9,552					-		-
21	Reimbursement Agreement	3/18/2008	Until Paid/Original End Date of Redevelopment Plan	City of Signal Hill	Property Acquisition	Project No. 1	8,225,165	-					-		-
22	Reimbursement Agreement	1/17/2011	Until Paid/Original End Date of Redevelopment Plan	City of Signal Hill	Development Impact Fees	Project No. 1	3,000,000	-					-		-
23	Housing Deferral Repayment	4/12/2005	Until Paid/Original End Date of Redevelopment Plan	Housing Successor Agency	Pre-1986 Set Aside Deferral	Project No. 1	3,472,864	-					-		-
24	SERAF Loan	4/5/2011	Until Paid	Housing Successor Agency	Loan to Pay FY 10/11 SERAF	Project No. 1	1,063,000	-					-		-
25	Property Disposition Costs:700 Spring St. / Anastasi Property	8/27/2010	Upon Completion	Mearns Consulting	Phase II - Anastasi	Project No. 1	90,000	90,000					90,000		90,000
26	Property Disposition Costs:700 Spring St. / Anastasi Property	8/21/2009	Upon Completion	Albus and Keefe, Inc.	EQ Survey - Anastasi portion	Project No. 1	206,656	206,656					206,656		206,656
27	Property Disposition Costs:700 Spring St. / Anastasi Property		Upon Completion	Flavell, Tennenbaum & Edwards / Laurain	Appraisal Costs	Project No. 1	50,000						40,000		40,000
28	Property Disposition Costs:700 Spring St. / Anastasi Property		Upon Completion	Lawyer's Title	Title Costs	Project No. 1	17,300						-		-
29	Property Disposition Costs:700 Spring St. / Anastasi Property		Upon Completion	Lopez General Engineering Contractors, Inc.	Maintenance / Weed Abatement	Project No. 1	30,000						-		-
30	Property Disposition Costs:700 Spring St. / Anastasi Property		Upon Completion	City of Signal Hill	Staff Salaries and Benefits	Project No. 1	6,600						-		-
31	Property Disposition Costs:700 Spring St. / Anastasi Property	2/14/2006	Ongoing	Aleshire and Wynder LLP	Legal Counsel	Project No. 1	27,000						-		-
32	Property Disposition Costs:Sullivan		Upon Completion	Flavell, Tennenbaum & Edwards	Appraisal	Project No. 1	13,000						-		-
33	Property Disposition Costs:Sullivan		Upon Completion	Lawyer's Title Company	Title	Project No. 1	650						-		-
34	Property Disposition Costs:Sullivan	7/21/2011	Upon Completion	Albus Keefe & Associates	EQ Survey - Follow Up	Project No. 1	58,828	58,828					58,828		58,828
35	Property Disposition Costs:Sullivan		Upon Completion	City of Signal Hill	Staff Salaries and Benefits	Project No. 1	3,300						-		-
36	Property Disposition Costs:Sullivan	2/14/2006	Ongoing	Aleshire and Wynder LLP	Legal Counsel	Project No. 1	13,500						-		-
37	Property Disposition Costs: 3100 California		Upon Completion	Flavell, Tennenbaum & Edwards	Appraisal	Project No. 1	10,000						-		-
38	Property Disposition Costs: 3100 California		Upon Completion	Lawyer's Title Company	Title Costs	Project No. 1	450						-		-
39	Property Disposition Costs: 3100 California		Upon Completion	City of Signal Hill	Staff Salaries and Benefits	Project No. 1	1,650						-		-
40	Property Disposition Costs: 3100 California	2/14/2006	Ongoing	Aleshire and Wynder LLP	Legal Counsel	Project No. 1	6,750						-		-
41	Property Disposition Costs: Palmer, et al		Upon Completion	Flavell, Tennenbaum & Edwards / Laurain	Appraisal Costs	Project No. 1	29,000						-		-
42	Property Disposition Costs: Palmer, et al		Upon Completion	Lawyer's Title Company	Title Costs	Project No. 1	1,350						-		-
43	Property Disposition Costs: Palmer, et al	1/18/11 (Lease Agreement)	Upon Lease Termination	Lopez General Engineering Contracts, Inc.	Maintenance / Weed Abatement	Project No. 1	25,000	25,000					25,000		25,000
44	Property Disposition Costs: Palmer, et al		Upon Lease Termination	Palmer	Security Deposit	Project No. 1	10,000						-		-
45	Property Disposition Costs: Palmer, et al	1/1/11 (Lease Agreement)	Upon Lease Termination	Lund	Security Deposit	Project No. 1	6,725						-		-

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source							
									LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total	
46	Property Disposition Costs: Palmer, et al	1/29/09, 4/13/05, 8/3/09	Upon Lease Termination	Walker	Security Deposit	Project No. 1	6,745									-
47	Property Disposition Costs: Palmer, et al		Upon Completion	City of Signal Hill	Staff Salaries and Benefits	Project No. 1	3,300									-
48	Property Disposition Costs: Palmer, et al	2/14/2006	Ongoing	Aleshire and Wynder LLP	Legal Counsel	Project No. 1	13,500									-
49	Property Disposition Costs: 859 Patterson/Boatyard		Upon Completion	Flavell, Tennenbaum & Edwards / Laurain	Appraisal Costs	Project No. 1	8,000									-
50	Property Disposition Costs: 859 Patterson/Boatyard		Upon Completion	Lawyer's Title Company	Title Costs	Project No. 1	450									-
51	Property Disposition Costs: 859 Patterson/Boatyard		Upon Completion	City of Signal Hill	Staff Salaries and Benefits	Project No. 1	1,650									-
52	Property Disposition Costs: 859 Patterson/Boatyard	2/14/2006	Ongoing	Aleshire and Wynder LLP	Legal Counsel	Project No. 1	6,750									-
53	Property Disposition Costs: 1500 Hill St	8/27/2010	Upon Completion	Mearns Consulting	Hazardous Materials Consultant	Project No. 1	869,545									-
54	Property Disposition Costs: 1500 Hill St	12/14/2011	Upon Completion	Shober Consulting, Inc.	Relocation of Tenants	Project No. 1	120,000									-
55	Property Disposition Costs: 1500 Hill St		Upon Completion	Lopez General Engineering Contractors, Inc.	Demolition	Project No. 1	416,556									-
56	Property Disposition Costs: 1500 Hill St		Upon Completion	Existing Tenants	Relocation of Tenants - Hill St Housing Project	Project No. 1	750,000	750,000	750,000							750,000
57	Property Disposition Costs: 2170 Gundry	8/27/2010	Upon Completion	Mearns Consulting	Hazardous Materials Consultant	Project No. 1	192,000									-
58	Property Disposition Costs: 1500 Hill/2170 Gundry		Upon Completion	City of Signal Hill	Staff Salaries and Benefits	Project No. 1	6,600									-
59	Property Disposition Costs: 1500 Hill/2170 Gundry	2/14/2006	Ongoing	Aleshire and Wynder, LLP	Legal Counsel	Project No. 1	27,000									-
60	Property Disposition Costs: 1500 Hill/2170 Gundry	11/03/04, 1/17/12	Upon Completion	CORE / Berro Management	Maintenance of Acquired Property	Project No. 1	25,000									-
61	Property Disposition Costs: 1500 Hill/2170 Gundry		Upon Completion	Lopez General Engineering Contractors, Inc.	Demolition	Project No. 1	144,000									-
62	Property Disposition Costs: 1400 E Spring St	8/27/2010	Upon Completion	Mearns Consulting	Human Health Risk Assessment, Methane Assessment, Soil Management Plan	Project No. 1	32,500	32,500					32,500			-
63	Replacement Housing Obligations		Upon Completion	To Be Determined	Replacement Housing Obligations	Project No. 1	1,650,000									-
64	LA River Trash TMDL			John Hunter and Associates, Flow Science, Richard Montevideo and Associates.	Catch basin insert cleaning/inspection; Cherry Ave./Willow St. Trash clean-up; Pet waste station/Trail Head Clean Up; Hamilton Bowl Trash	Project No. 1	75,300	-								-
65	AB 939; NPDES Issues	6/22/2011	Upon Completion	Richards Watson & Gershon	Legal Counsel	Project No. 1	12,500	-								-
66	Current MS4 Permit			John Hunter and Associates, Flow Science, Richard Montevideo and Associates.	Program Management, Water Discharge Oversight NPDES Restaurant Inspections	Project No. 1	40,000	-								-
67	Contract Services	10/5/2010	Upon Completion	MWH Americas	Recycled Water Facilities	Project No. 1	75,000	75,000					75,000			75,000
68	Contract Services - Legal	2/14/2006	Ongoing	Aleshire & Wynder	Legal Services - Project Related	Project No. 1	300,000						25,000			25,000
69	Contract Services - Environmental	8/27/2010	Upon Completion	Susan Mearns	Hazardous Materials Consultant	Project No. 1	75,000									-
70	Operating Lease	6/30/1988	11/30/2055	Robnett /Russell	Property Lease - Robnett West	Project No. 1	13,061,351	238,200							119,100	119,100
71	Operating Lease	12/31/1993	12/31/2055	Robnett /Russell	Property Lease - Robnett East	Project No. 1	10,461,613	213,731							106,865	106,865
72	Civic Center Phase I Construction	5/45/2010	Upon Completion	Simplus Management	Bond Funded Capital Project	Project No. 1	320,000	320,000		160,000						160,000
73	Civic Center Phase I Construction	8/26/2008	Upon Completion	WMM & Associates Architects	Bond Funded Capital Project	Project No. 1	300,000	300,000		100,000						100,000
74	Civic Center Phase I Construction	6/15/2010	Upon Completion	3OC Inc.	Bond Funded Capital Project	Project No. 1	35,000	35,000		10,000						10,000
75	Civic Center Phase I Construction	7/6/2010	Upon Completion	Albus Keefe & Associates	Bond Funded Capital Project	Project No. 1	60,000	60,000		30,000						30,000
76	Civic Center Phase I Construction	8/27/2010	Upon Completion	Susan Mearns	Bond Funded Capital Project	Project No. 1	20,000	20,000		10,000						10,000
77	Civic Center Phase I Construction		Upon Completion	Inspection Fees	Bond Funded Capital Project	Project No. 1	6,000	6,000		2,000						2,000
78	Civic Center Phase I Construction		Upon Completion	Demolition and Site Preparation	Bond Funded Capital Project	Project No. 1	250,000	250,000		-						-
79	Civic Center Phase I Construction		Upon Completion	Furniture, Fixtures, Equipment	Bond Funded Capital Project	Project No. 1	750,000	750,000		250,000						250,000
80	Civic Center Phase I Construction		Upon Completion	Project Manager Costs	Bond Funded Capital Project	Project No. 1	30,000	30,000		10,000						10,000
81	Civic Center Phase I Construction	10/14/2010	Upon Completion	Kemp Brothers Construction	Bond Funded Capital Project	Project No. 1	5,550,000	5,550,000		2,850,000						2,850,000
82	Civic Center Phase II Construction	5/18/10, 8/8/2011	Upon Completion	Robert Coffee Architects	Bond Funded Capital Project	Project No. 1	621,370	621,370		150,000						150,000
83	Civic Center Phase II Construction	9/7/2011	Upon Completion	Simplus Management	Bond Funded Capital Project	Project No. 1	258,600	258,600		129,300						129,300
84	Civic Center Phase II Construction	9/9/2011	Upon Completion	Albus Keefe	Bond Funded Capital Project	Project No. 1	30,000	30,000		20,000						20,000
85	Civic Center Phase II Construction	9/9/2011	Upon Completion	Susan Mearns	Bond Funded Capital Project	Project No. 1	30,000	30,000		20,000						20,000
86	Civic Center Phase II Construction	Pending	Upon Completion	Bond Related Construction Costs	Bond Funded Capital Project	Project No. 1	7,254,805	-		-						-
87	Capital Project		Upon Completion	To Be Determined	Encumbered/ Restrcted 1994 Bond Funds	Project No. 1	105,952	105,951		105,951						105,951
88	Capital Project		Upon Completion	To Be Determined	Encumbered/ Restrcted 2001 Bond Funds	Project No. 1	4,867	4,867		4,867						4,867
89	Administrative Cost Allowance			City of Signal Hill	Administrative Cost Allowance	Project No. 1	391,419	391,419					215,517			215,517



CITY OF SIGNAL HILL OVERSIGHT BOARD

2175 Cherry Avenue • Signal Hill, California 90755-3799

August 23, 2012

AGENDA ITEM

**TO: HONORABLE CHAIR
AND MEMBERS OF THE OVERSIGHT BOARD**

**FROM: KENNETH C. FARFSING
CHIEF ADMINISTRATIVE OFFICER**

**SUBJECT: TITLE CORRECTION FOR 2003 TRANSFER OF ALAMITOS PUMPING
PLANT PROPERTY**

Summary:

The need for a technical title correction has arisen in connection with the 2003 "Takeover Agreement" through which County Sanitation District No. 29 (the "District") assumed ownership and maintenance over Signal Hill's Sewage Facilities. As part of the 2003 Takeover Agreement, the City transferred title of the Alamitos Pumping Plant (2001 Alamitos Avenue; "Property") to the District, but title to the Property actually was held by the Signal Hill Redevelopment Agency. The District now needs to clear its title to the Property in order to qualify for a low-interest state clean water loan.

Recommendation:

Waive further reading and adopt the following resolution, entitled:

**A RESOLUTION OF THE OVERSIGHT BOARD FOR THE CITY OF
SIGNAL HILL SUCCESSOR AGENCY DIRECTING AND
APPROVING THE TRANSFER OF GOVERNMENTAL PROPERTY
AT 2001 ALAMITOS AVENUE TO CORRECT A 2003 TITLE ERROR**

The Resolution approves the Successor Agency's action on August 21, 2012 to deed the Property to the District as originally intended by the 2003 Takeover Agreement, and directs the Successor Agency to execute the transfer.

Fiscal Impact:

None.

Background and Analysis:

In 2003, County Sanitation District No. 29 (“District”) assumed ownership and maintenance for Signal Hill’s sewerage facilities (consisting of pumping facilities and the property on which they are located as well as the actual sewer) in exchange for the District’s ongoing operation of those facilities. As set out in the Takeover Agreement, the City intended to grant to the District “all right title and interest” to the real property on which the pumping facilities are located, in addition to transferring certain easements needed for operation of the sewage facilities (see Exhibit “B” to the Takeover Agreement as well as Section 1 of that Agreement).

The District presently is applying for a low-interest State clean water loan for the Alamitos Pumping Plant and construction of a new parallel line several thousand feet in length, a project which will benefit the residents and businesses of Signal Hill. The loan requires that the entity applying for the grant have clear title to that property. In the course of gathering the documentation for the grant, counsel for the District discovered that the real property underlying the Alamitos Pumping Plant (legally described in the attachment to the Transfer Deed) had been transferred to the District in 2003 by *the City* when title to the property actually lay with the Signal Hill Redevelopment Agency.

In order to obtain the loan, the title now must be transferred from the Successor Agency to the District as soon as possible. Given the requirements of ABx1 26 and AB 1484 this requires a different process than it would have in 2003. Fortunately, District Counsel, the Signal Hill City Attorney’s office and the Staff of both entities have been able to work together to agree on an immediate process for transfer, as explained below. The Successor Agency approved the transfer of the Property to the District at its meeting on August 21, 2012.

In general, the trailer bill requires that before property is transferred, there must be an audit of such property, a finding of completion by the Department of Finance (“DOF”) and approval of a long-range property management plan by the Oversight Board and the DOF. However, there is an exception to those requirements for transfers of property for governmental use. Health & Safety Code Section 34191.3 states: “...the requirements [for asset disposition by the successor agency with approval of or at the direction of the Oversight Board] shall be suspended, except as those provisions apply to the transfers for governmental use, until the DOF has approved a long-range property management plan...”

Criteria for Transfer of Governmental Property:

The criteria for the transfer of governmental property are set out in Health & Safety Code Section 34181(a): “... the oversight board may instead direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose...to the appropriate public jurisdiction pursuant to any existing agreements relating

to the construction or use of such an asset...”

The property transferred under the Takeover Agreement specifically is described as governmental property dedicated for public use and the Alamitos Pumping Plant Property continues to be used as the site of the Alamitos Pumping Plant. The 2003 Takeover Agreement is the existing agreement providing for the transfer of the land and pumping plan and, thereafter, its use by the District to operate the Signal Hill sewer system. The consideration for the transfer is the ongoing operation of the system; there is no compensation that would be owing to the Successor Agency and/or other taxing agencies, as this simply is the correction of a title error.

After approval by the Oversight Board, the Resolutions approving such transfer must be sent to DOF, which will determine within the five-day period thereafter whether or not it wishes to review the transfer. Assuming no request for review within that period by DOF, the action becomes final and title insurance can be provided. Were DOF to request review of the action, it has up to 60 days for its review. Thereafter, absent an objection by DOF, the action may be relied upon by all persons as conclusive.

Staff has given 10 days prior notice of the Oversight Board consideration of this transfer by posting on the Successor Agency website as required by Health & Safety Code sections 34181(f) and 34179(f).

Attached are the following: 1) Proposed Resolution of the Oversight Board approving the Successor Agency action; 2) 2003 Takeover Agreement; 3) the Transfer Deed.

Reviewed by:

Maida Alcantara
Administrative Services Officer

Prepared by:

Jeff M. Malawy
Assistant Oversight Board Counsel

RESOLUTION NO. _____

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE CITY OF SIGNAL HILL SUCCESSOR AGENCY APPROVING THE TRANSFER OF GOVERNMENTAL PROPERTY AT 2001 ALAMITOS AVENUE TO CORRECT A 2003 TITLE ERROR

WHEREAS, pursuant to the provisions of ABx1 26, effective June 29, 2011, and as upheld by the California Supreme Court in *CRA v. Matosantos*, redevelopment agencies were dissolved effective February 1, 2012; and

WHEREAS, before dissolution, the entity which formed a redevelopment agency could pursuant to Health & Safety Code Sections 34171(j) and 34173, the City of Signal Hill serves as the successor agency to the former redevelopment agency; and

WHEREAS, certain successor agency actions as set out in ABx1 26 are reviewed and approved by an oversight board composed of representatives of taxing agencies within the jurisdiction of the successor agency as set out in Health & Safety Code Section 34179; and

WHEREAS, the Oversight Board for the Successor Agency of the City of Signal Hill commenced its existence on or about February 3, 2012; and

WHEREAS, effective June 27, 2012, ABx1 26 was amended by AB 1484 (the "trailer bill"), which sets out new processes, responsibilities, time frames and requirements for the Successor Agency and Oversight Board, including the audit and listing of such property and a finding of completion for the Successor Agency by the Department of Finance, and thereafter the approval of a long-range property management plan by the Oversight Board and the Department of Finance; and

WHEREAS, notwithstanding the requirements for completion of such process as set out in Health & Safety Code Sections 34191 et seq, there is an exception in Section 34191.3 which allows the transfer of governmental property before completion

of the finding of completion or approval of the long range property management plan, based upon action by the Successor Agency, as directed and approved by the Oversight Board and reviewed by the Department of Finance; and

WHEREAS, Section 34191.3 states: "...the requirements [for asset disposition by the successor agency with approval of or at the direction of the Oversight Board] shall be suspended, **except as those provisions apply to the transfers for governmental use**, until the Department of Finance has approved a long-range property management plan..."; and

WHEREAS, the transfer of such governmental property meets the criteria set out in Health & Safety Code Section 34181(a): "...the oversight board may instead direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose...to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset..."; and

WHEREAS, the 2003 Agreement between the City of Signal Hill and County Sanitation District No. 29 (the "District") provides for the repair, improvement, and transfer of ownership to the District of the Alamitos Pumping Plant and the real property underlying it (located at 2001 Alamitos Avenue), as well as the transfer of certain easement and other Existing Sewerage Facilities (the "Takeover Agreement"); and

WHEREAS, the Takeover Agreement is an existing agreement which continues to be performed by the District for its intended governmental and public purpose; and

WHEREAS, a recently-discovered title error occurred in such transfer in that the real property under the Alamitos Pumping Plant was intended to be transferred by the City but actually was owned by the Redevelopment Agency; and

WHEREAS, the need to correct this error immediately has arisen because the District is obtaining a low-interest State clean water loan for improvements to the property which will benefit the residents of Signal Hill (among others) and which requires clear title to the underlying real property to be benefitted by the loan; and

WHEREAS, staff also has provided a 10-day notice of this action as required by Health and Safety Code Section 34181(f) by posting on the Successor Agency website as provided by Health & Safety Code Section 34179(f); and

WHEREAS, notice of this proposed action also has been provided to the Los Angeles County Administrative Office, the County Auditor-Controller and the Department of Finance as required by Health & Safety Code Section 34180(j); and

WHEREAS, upon approval by the Oversight Board, a copy of this Resolution shall be submitted to the County Auditor-Controller, the State Controller and the Department of Finance and posted on the successor agency's website; and

WHEREAS, the Department of Finance has five calendar days in which to determine whether or not it wishes to review the action by the Successor Agency and Oversight Board and thereafter, up to 60 days to review the transaction, after which time, it may be relied upon as conclusive by any person.

NOW, THEREFORE, the Oversight Board does resolve as follows:

1. The findings set out above are true and correct and the criteria for a governmental transfer in Health & Safety Code Section 34181 have been met. The Oversight Board specifically finds that, in accordance with Health & Safety Code Section 34181(a), the repair, improvement and transfer of ownership to the District of the Alamitos Pumping Plant and the real property underlying it, as well as the transfer of certain easement and other Existing Sewerage Facilities directly serves as a "governmental purpose" necessary for the provision of public sewer infrastructure and services, as such governmental purpose was originally established in the 2003 Takeover Agreement.

2. The Oversight Board, having examined the information before it, hereby directs the Successor Agency to transfer the property to correct title to it by execution of the deed set out as Exhibit "A" to this Resolution.
3. Functioning as staff to the Oversight Board, the Successor Agency staff is authorized and directed to take any and all necessary actions to implement the provisions of this Resolution.

PASSED, APPROVED, AND ADOPTED this 23rd day of August, 2012.

DOUGLAS P. HAUBERT
CHAIR

ATTEST:

KENNETH C. FARFSING
SECRETARY

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.
CITY OF SIGNAL HILL)

I, KENNETH C. FARFSING, Secretary of the Signal Hill Oversight Board, of the City of Signal Hill hereby certify that Resolution No. _____ was adopted by the Signal Hill Oversight Board at a special meeting held on the 21st day of August 2012, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

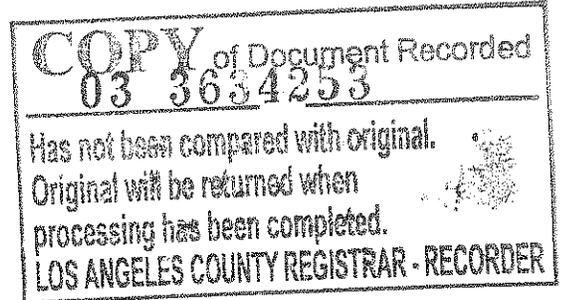
KENNETH C. FARFSING
SECRETARY

**DUPLICATE
ORIGINAL**

CONTR. No. 3979

RECORDING REQUESTED BY:
COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY
1985 WORKMAN MILL ROAD
P.O. BOX 4698
WHITTIER, CA 90607-4998

WHEN RECORDED, MAIL TO ABOVE ADDRESS
ATTN: JANE C. FONG
PLANNING & PROPERTY
MANAGEMENT SECTION



AGREEMENT

THIS AGREEMENT is made and entered into this 24 day of SEPTEMBER, 2003, by and between the **CITY OF SIGNAL HILL**, a municipal corporation, hereinafter referred to as "**SIGNAL HILL**" and **COUNTY SANITATION DISTRICT NO. 29 OF LOS ANGELES COUNTY**, a body corporate and politic, hereinafter referred to as "**DISTRICT**";

WITNESSETH

WHEREAS, **SIGNAL HILL** owns, controls and operates two pumping plants with approximately 3,389 feet of force main and approximately 174,279 feet of gravity sewers collectively referred to as "**Existing Sewerage Facilities**" as shown in **EXHIBIT "A"**; and

WHEREAS, said **Existing Sewerage Facilities** were all duly dedicated for public use and are classified into two groups which shall herein be referred to as "**Pumping Plants and Trunk Sewers**" and "**Collector Sewers**" which are listed in **EXHIBITS "B"** and "**C"**, respectively, attached hereto and by reference made a part hereof; and

WHEREAS, said **Collector Sewers** now receive and transport the wastewater generated within localized areas of the City of Signal Hill; and

WHEREAS, the said **Pumping Plants and Trunk Sewers** now receive and transport wastewater from said **Collector Sewers** into the **DISTRICT's** Signal Hill Outfall Trunk Sewer, the Joint Outfall "**C**" Units 3E, 3F, 3G, 3H and Unit 4 Replacement Trunk Sewers; and

WHEREAS, **SIGNAL HILL** desires the **DISTRICT** to acquire all rights, title, and interest to said **Existing Sewerage Facilities** upon the terms and conditions hereinafter provided; and

WHEREAS, the DISTRICT has found and determined that it is in the best interest of the DISTRICT to acquire title to said Existing Sewerage Facilities upon the terms and conditions hereinafter provided;

WHEREAS, acquisition of said Existing Sewerage Facilities would constitute a useful addition to the wastewater disposal facilities of the DISTRICT.

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

1. SIGNAL HILL does hereby agree to transfer to the DISTRICT, title to and ownership of said Existing Sewerage Facilities shown on EXHIBIT "A". Upon full execution of this Agreement, SIGNAL HILL will deliver to the DISTRICT within 30 days a Bill of Sale, in the form of EXHIBIT "D", whereby SIGNAL HILL conveys title to and ownership to said Existing Sewerage Facilities.
2. Upon full execution of this Agreement, SIGNAL HILL will deliver to the DISTRICT within 30 days a Quitclaim Deed, in the form of EXHIBIT "E", whereby SIGNAL HILL conveys all of its easement interest associated with said Existing Sewerage Facilities.
3. The DISTRICT hereby agrees upon acquisition of title to said Existing Sewerage Facilities and to said easements, to thereafter operate and maintain said Existing Sewerage Facilities at its sole expense. The DISTRICT agrees to make such inspection, cleaning, alteration, replacements, adjustments, or repairs as are necessary to keep said sewerage facilities in good operating condition, except for the repairs and improvements agreed to in paragraph 4.
4. The DISTRICT has identified and recommended repairs and improvements to said Existing Sewerage Facilities, estimated to cost \$1,142,845, that are detailed in the "*Chief Engineer's Report - City of Signal Hill Sewerage System*," dated 2003, hereinafter referred to as the Repair Work, and included as EXHIBIT "F". The Repair Work shall be performed by the DISTRICT during the five (5) year period from July 1, 2003 through June 30, 2008.
5. SIGNAL HILL agrees to fund the actual cost of the Repair Work up to, but not to exceed, \$1,142,845, at a rate of \$228,569 per year. Each payment of \$228,569 shall be made by SIGNAL HILL to the DISTRICT on or before July 1, 2003, July 1, 2004, July 1, 2005, July 1, 2006, and July 1, 2007, respectively.

6. **SIGNAL HILL** agrees to fund the actual design, contract procurement and award, and construction contract cost of any future relief, expansion, or extension of said **Collector Sewers**, the need for which shall be determined at the complete discretion of the **DISTRICT's** Chief Engineer and General Manager or designee (hereinafter Chief Engineer). Prior to issuance of building permits involving sewer discharge, **SIGNAL HILL** must obtain confirmation from the **DISTRICT** that sewer capacity exists. The **DISTRICT** agrees to design, advertise and award any contract, and perform construction management for any future relief, expansion, or extension of said **Collector Sewers**. If a request for an extension of said **Collector Sewers** is made by **SIGNAL HILL** on behalf of a developer, the developer may be allowed to design and construct the Collector Sewer extension provided that the Chief Engineer has reviewed and approved the design plans and specifications and that the developer assumes responsibility for both design and construction costs, including reimbursement of the **DISTRICT's** inspection costs under terms satisfactory to the Chief Engineer. Thereafter, **SIGNAL HILL** shall convey to the **DISTRICT** title to and ownership of said relief, expansion, and extension of said **Collector Sewers** as required in paragraphs 1 and 2.

SIGNAL HILL agrees to the following reimbursement terms and procedures:

- (a) The design cost shall consist of the costs of environmental documentation, design, survey, soil report, preparation of detailed engineering plans and specifications, cost estimates, right of way acquisition, administrative publication, and all other necessary costs incurred by the **DISTRICT** prior to award of construction contract, and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead and administration in connection with any and all of the aforementioned items.
- (b) The construction contract cost shall consist of all payments to the contractor for the relief, expansion, or extension of said **Collector Sewers**, including the **DISTRICT's** cost for contract award and administration, construction inspection and engineering, and construction survey and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead and administration in connection with any and all of the aforementioned items.
- (c) The **DISTRICT** shall be responsible for making all payments due to the contractor. As payments are made, the **DISTRICT** shall submit a copy of the paid invoice to **SIGNAL HILL**. Upon receiving a copy of the paid contractor's invoice, **SIGNAL HILL** shall review and pay to

the **DISTRICT** the full amount invoiced within thirty (30) calendar days after **SIGNAL HILL**'s receipt of said invoice, unless any protests, questions, or discrepancies (Collectively known as "Disputed Charges") need clarification by the **DISTRICT** in accordance with paragraph 6(e). Charges and invoices not disputed shall be paid by **SIGNAL HILL** within the time set forth above.

(d) The **DISTRICT** shall furnish to **SIGNAL HILL**, within one hundred twenty (120) calendar days after approval of final payment to the contractor by the **DISTRICT**'s Board of Directors, a billing invoice for both design and construction contract costs which includes a final accounting of the actual contract cost that includes an itemization of actual unit costs and quantities of materials.

(e) **SIGNAL HILL** shall review the invoice as prepared by the **DISTRICT** and report any Disputed Charges to the **DISTRICT** within thirty (30) calendar days after **SIGNAL HILL**'s receipt of the invoice. The **DISTRICT** shall review all Disputed Charges and submit a written clarification detailing the basis for those charges within thirty (30) calendar days of receipt of **SIGNAL HILL**'s written report. If there is an amount due to the **DISTRICT**, **SIGNAL HILL** shall then make payment of all or part of the previously Disputed Charges or submit justification for nonpayment within thirty (30) calendar days after the date of the **DISTRICT**'s written justification.

(f) If **SIGNAL HILL**'s payments due, pursuant to paragraphs 6(c) and 6(e) are not delivered to the **DISTRICT** within thirty (30) calendar days after the due date, including any outstanding disputed charges which shall be deemed due thirty (30) days after receipt of the **DISTRICT**'S clarification as set forth in paragraph 6(e), the **DISTRICT** is entitled to recover interest thereon beginning thirty (30) calendar days from the date of the invoice at the interest rate of six percent (6%) per annum.

7. The **DISTRICT** agrees to fund the actual design and construction costs of any future relief of said **Pumping Plants and Trunk Sewers**.
8. **SIGNAL HILL** agrees to maintain an effective local source control program to properly regulate the discharge of non-domestic wastewaters to the sewer system. At a minimum, this program shall prohibit the discharge of rainwater, stormwater and surface drainage unless specifically authorized in a Districts'

industrial wastewater discharge permit. This program shall also control the discharge of pollutants that could result in explosive or flammable conditions in the sewer system or that contribute to obstruction of wastewater flow or physical damage to any of the downstream sewerage system.

9. The **DISTRICT** agrees to indemnify and hold **SIGNAL HILL** and its officers, agents, and employees harmless from all costs, claims, demands, fines, liability, or loss and assume the defense of all actions for any damages or injuries alleged to have arisen out of the use, ownership, operation, or maintenance of said **Existing Sewerage Facilities** subsequent to the date of execution hereof and compliance with the provisions of paragraphs 1, 2, 3 and 8 above, but the duty of the **DISTRICT** to indemnify **SIGNAL HILL** shall not extend to damages or injuries caused by the failure of any portion of the **Existing Sewerage Facilities** identified in the **Repair Work** until the recommended repairs and improvements have been completed, but no later than the end of the five (5) year repair period agreed to in paragraph 4, provided **SIGNAL HILL** makes the payments required on or before the dates indicated in paragraph 5. The **DISTRICT** shall notify **SIGNAL HILL** in writing when each portion of the **Repair Work** has been completed.
10. **SIGNAL HILL** agrees to indemnify and hold the **DISTRICT**, its officers, agents, and employees harmless from all costs, claims, demands, fines, liability, or loss and assume the defense of all actions for any damages or injuries alleged to have arisen out of the use, ownership, operation, or maintenance of said existing sewerage facilities prior to the date of execution hereof and compliance with the provisions of paragraphs 1, 2, and 3 above, but the duty of **SIGNAL HILL** to indemnify the **DISTRICT** for damages or injuries caused by the failure of any portion of the **Existing Sewerage Facilities** identified in the **Repair Work** shall continue until the recommended repairs and improvements have been completed, but no later than the end of the five (5) year period agreed to in paragraph 4, provided **SIGNAL HILL** makes the payments required on or before the dates indicated in paragraph 5. The **DISTRICT** shall notify **SIGNAL HILL** in writing when each portion of the **Repair Work** has been completed.
11. The Chief Engineer may accept, without further Board Action, the **Existing Sewerage Facilities**, Sewer Easement, and Quitclaim Deed on behalf of the **DISTRICT**, as contemplated in paragraphs 1, 2, and 3, and make other determinations on behalf of the Districts.
12. The parties hereto shall do such additional acts as may be deemed necessary by the Chief Engineer to carry out the purpose of this Agreement.

IN WITNESS WHEREOF, County Sanitation District No. 29 of Los Angeles County caused this Agreement to be executed by its chairperson and attested by its Secretary, and the City Council of Signal Hill caused this Agreement to be executed by its Mayor and attested by its City Clerk all on the day and the year herein first above written.

ATTEST:

COUNTY SANITATION DISTRICT NO. 29
OF LOS ANGELES COUNTY

By: M. Alma Horvath
Secretary

By: Michael J. Noel
Chairperson SEP 23 2008

APPROVED AS TO FORM:

LEWIS, BRISBOIS, BISGAARD & SMITH, L.L.P.

Way J. Baber
District Counsel

ATTEST:

CITY OF SIGNAL HILL

By: Kathleen J. Pecheas
City Clerk

By: Michael J. Noel
Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney

(Signatures are to be notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

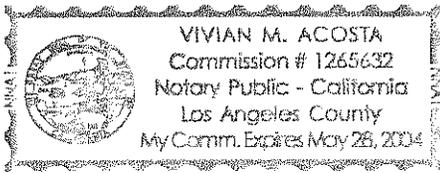
State of California

County of Los Angeles } ss.

On 9/11/03, before me, Vivian M. Acosta
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MICHAEL J. NOLL
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement

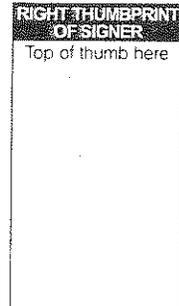
Document Date: 9/11/03 Number of Pages: 10

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: MICHAEL J. NOLL
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: City of Signal Hill



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

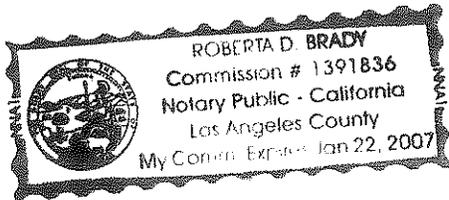
County of LOS ANGELES

ss.

On September 24, 2003 before me, ROBERTA D. BRADY, Notary Public
DATE NAME, TITLE OF OFFICER-E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared MICHAEL J. NOLL AND M. ALMA HORVATH
NAMES OF SIGNERS

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



WITNESS my hand and official seal.

Roberta D Brady
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE

TITLE(S)

PARTNER(S)

LIMITED

GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: Governmental Agency

DESCRIPTION OF ATTACHED DOCUMENT

Agreement - City of Signal Hill
Repair, Improvement, & Transfer of Ownership to District
Alamitos Pumping Plant and Force Main, 28th Street
Pumping Plant and Force Main, and Thirty-Two Sewers

TITLE OR TYPE OF DOCUMENT

6 + 7 exhibit pages and notary acknowledgment pages
NUMBER OF PAGES

September 24, 2003

DATE OF DOCUMENT

City of Signal Hill

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNERS ARE REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

County Sanitation District No. 29
of Los Angeles County

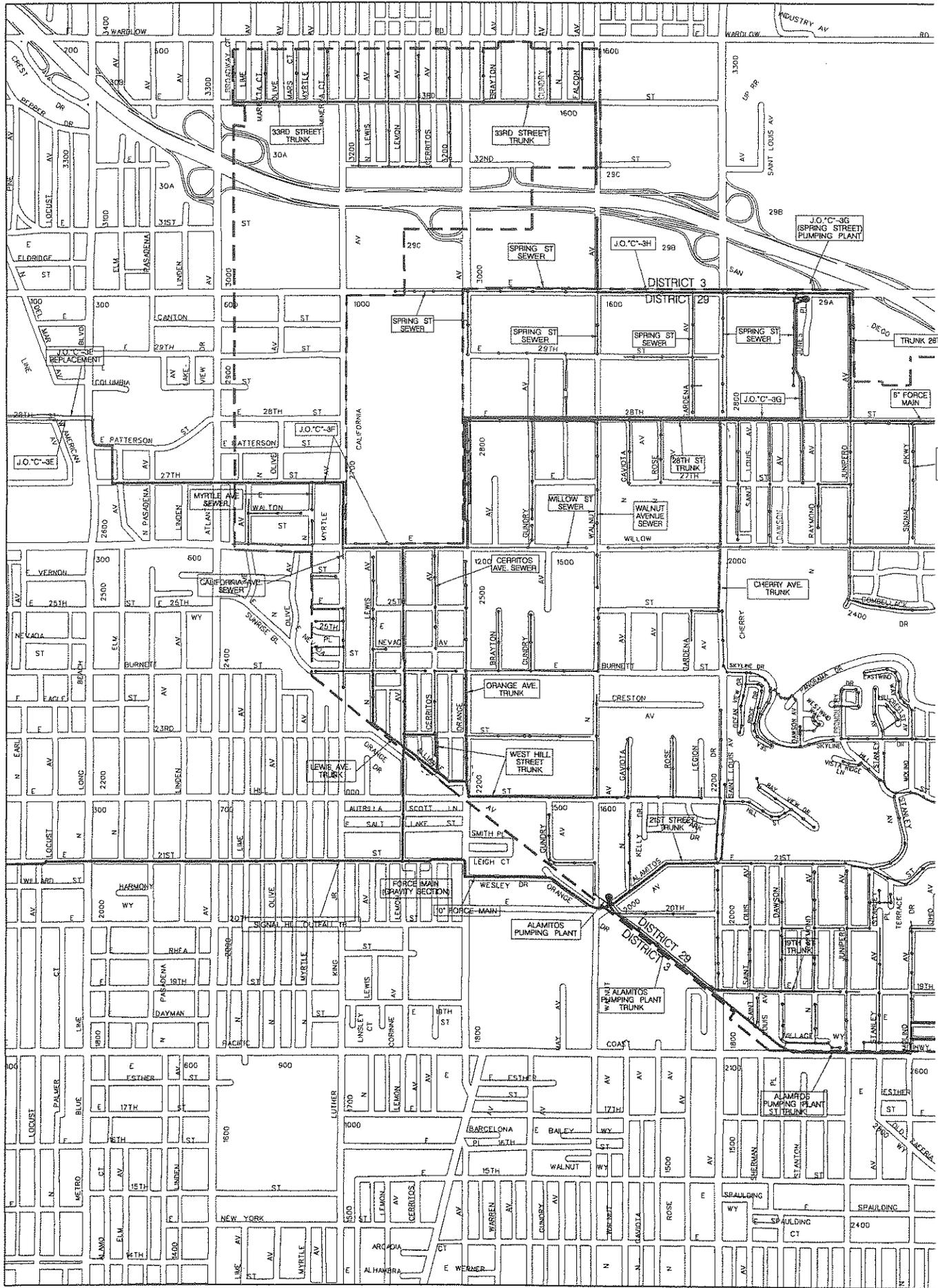


EXHIBIT "A": CITY OF SIGNAL HILL SEWERAGE SYSTEM 2003

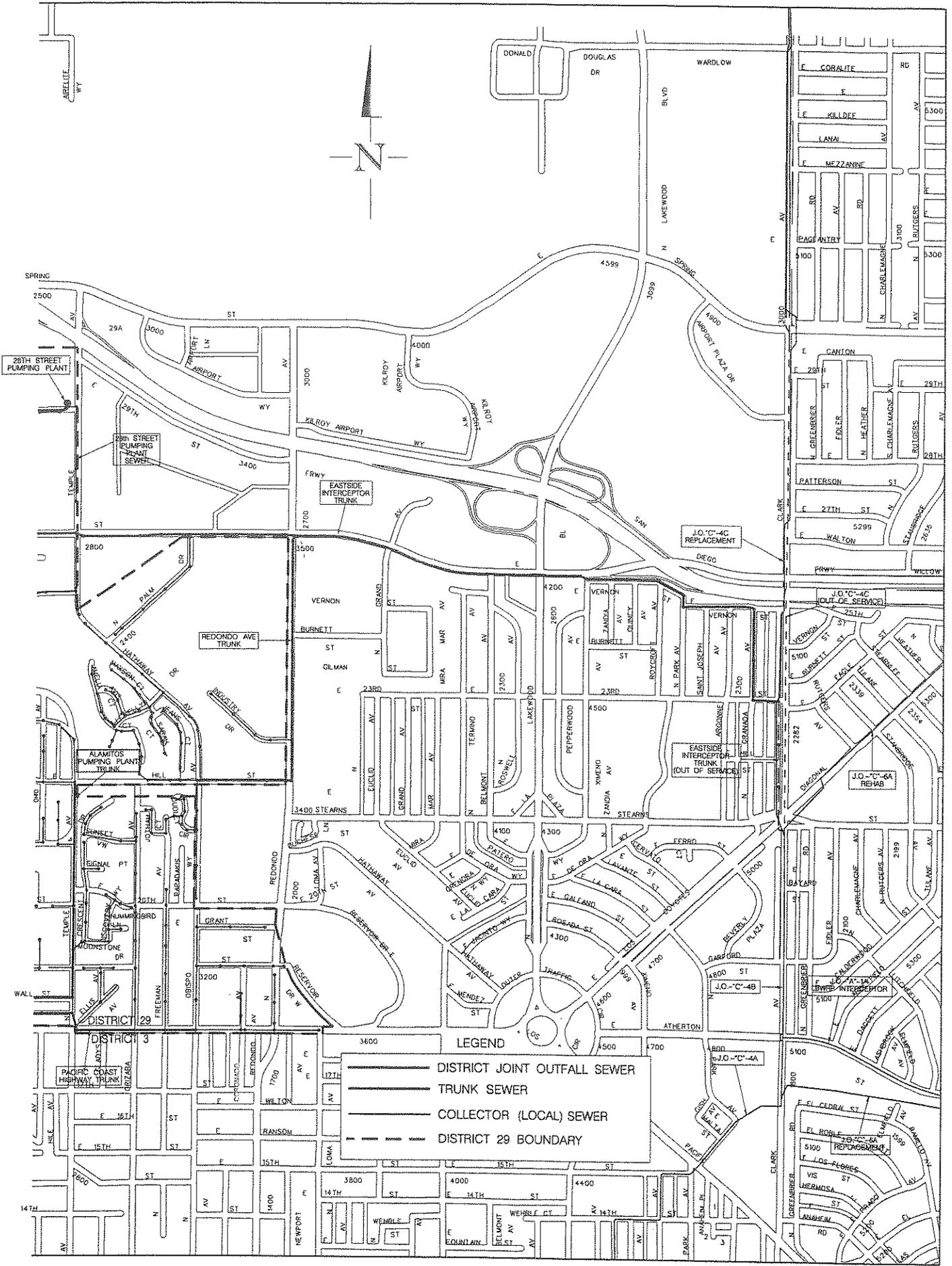


EXHIBIT "A": CITY OF SIGNAL HILL SEWERAGE SYSTEM 2003

EXHIBIT "B"
PUMPING PLANTS AND TRUNK SEWERS

Pumping Plants

Facility Name	Alamitos Pumping Plant	28 th Street Pumping Plant
Facility Location	2001 Alamitos Avenue	2275 28 th Street
Force Main Diameter	10-inch	6-inch
Force Main Length	2,180 feet	1,210 feet
Force Main Location	in Alamitos Avenue at 20 th Street, right-of-way, Walnut Avenue, Orange Drive, Wesley Drive, Orange Avenue, 21 st Street to Cerritos Avenue	in 28 th Street from west of Temple Avenue to Junipero Avenue

Trunk Sewers

Name	Diameter (in)	Length (ft)	Location
Alamitos Pumping Plant Force Main Gravity Section	15	289	in 21 st Street between Cerritos Avenue and Lemon Avenue
Alamitos Pumping Plant Trunk	8, 12, 15, 16	7,008	in Temple Avenue from Hill Street to Wall Street, Wall Street, Molino Avenue, Pacific Coast Highway and right-of-way from Pacific Coast Highway east of Cherry Avenue to Alamitos Avenue and 20 th Street
Cherry Avenue Trunk	8	1,999	in Cherry Avenue between 25 th Street and 28 th Street
Eastside Interceptor Trunk	8, 10, 12, 15, 18, 21	11,575	in Willow Street from Junipero Avenue to east of Lakewood Boulevard, right-of-way, Vernon Street from Ximeno Avenue to Granada Avenue, Granada Avenue, 23 rd Street and Clark Avenue to Stearns Street
Lewis Avenue Trunk	8	1,397	in Lewis Avenue from Burnett Street to right-of-way north of Orange Drive, Alliance Avenue to Cerritos Avenue
Orange Avenue Trunk	8	1,158	in Orange Avenue from Burnett Street to Alliance Avenue
Pacific Coast Highway Trunk	8, 12	2,105	in Pacific Coast Highway from Obispo Avenue to Temple Avenue, Temple Avenue, right-of-way to Molino Avenue
Redondo Avenue Trunk	8, 12	3,590	In Hill Street from Hathaway Avenue to Redondo Avenue, Redondo Avenue to Willow Street
West Hill Street Trunk	8, 10, 12	2,531	in Hill Street from Walnut Avenue to Orange Avenue, Orange Avenue, Alliance Avenue, Cerritos Avenue, 23 rd Street to Lemon Avenue
19 th Street Trunk	8	1,091	in 19 th Street from Raymond Avenue to right-of-way west of Cherry Avenue
21 st Street Trunk	8, 10	1,336	in 21 st Street from Cherry Avenue to Alamitos Avenue, Alamitos Avenue to 20 th Street
28 th Street Trunk	10, 12	5,155	in 28 th Street from Gundry Avenue to Junipero Avenue, Junipero Avenue, Spring Street to west of Jones Place
33 rd Street Trunk	8, 12	4,603	in 33 rd Street from Broadway Court to Walnut Avenue, Walnut Avenue to south of 32 nd Street

Total 43,835

**EXHIBIT "C"
COLLECTOR SEWERS**

Name	Diameter (in)	Length (ft)	Location
Alamitos Pumping Plant Sewers	8, 10, 12	20,963	in Promontory Drive, Hillcrest Street, right-of-way, Stanley Avenue, Eastwind Way, Molino Avenue, Skyline Drive, Vista Ridge Lane, Hill Street, Ohio Avenue, right-of-way, 21 st Street, 20 th Street, Crescent Drive, Signal Point, Discovery Way, Hummingbird Lane, Moonstone Drive, right-of-way, 19 th Street, right-of-way, Terrace Drive, right-of-way, Stanley Place, Junipero Avenue, Raymond Avenue, Dawson Avenue, right-of-way, Village Way, right-of-way and Saint Louis Avenue
California Avenue Sewer	8	114	in California Avenue at Willow Street
Cerritos Avenue Sewer	12	1,090	in Cerritos Avenue from Nevada Avenue to Willow Street
Cherry Avenue Sewers	8	5,552	in Panorama Drive, right-of-way, Westwind Way, Dawson Avenue, Skyline Drive, Sea Ridge Drive, Ocean View Drive, Cherry Avenue, 25 th Street, Gardena Avenue and 27 th Street
Eastside Interceptor Sewers	8, 18	6,733	in Willow Street, Junipero Avenue, Combella Drive Temple Avenue, and Palm Drive
Lewis Avenue Sewers	8	8,510	in Lime Avenue, Walton Street, Willow Street, Myrtle Avenue right-of-way, Vernon Street, right-of-way, 25 th Street, right-of-way, California Avenue, Burnett Street, Lewis Avenue, Nevada Avenue and Lemon Avenue
Myrtle Avenue Sewer	8	284	in Myrtle Avenue from Walton Street to 25 th Street
Orange Avenue Sewers	8	5,978	in Orange Avenue, Brayton Avenue, Gundry Avenue, Walnut Avenue, Burnett Street, right-of-way and 23 rd Street
Pacific Coast Highway Sewers	8	11,287	in Pacific Coast Highway, Redondo Avenue, Coronado Avenue, Obispo Avenue, Freeman Avenue, Orizaba Avenue, Ellis Avenue, Gladys Avenue, 19 th Street, Grant Avenue, Crescent Drive and Sunset View
Redondo Avenue Sewers	8	11,131	In right-of-way, Amelia Court, Avis Court, Sarah Court, Maxson Court, Llewellyn Drive, Hathaway Avenue, right-of-way, Jeans Court, right-of-way, Hill Street, Jotham Court, Freeman Avenue, right-of-way, Dudley Circle, Obispo Avenue, and Industry Drive
Spring Street Sewers	8, 12	10,148	in Spring Street, Orange Avenue, Walnut Avenue, alley between Walnut Avenue, Gundry Avenue, 29 th Street, Gardena Avenue, right-of-way, Cherry Avenue, and right-of-way
Walnut Avenue Sewer	8, 10, 12	4,074	in Walnut Avenue, 28 th Street, and Orange Avenue
Willow Street Sewers	8	1,439	in Willow Street and Gundry Avenue
West Hill Street Sewers	8	5,071	in Hill Street, Legion Drive, Rose Avenue, Gaviota Avenue, Walnut Avenue, Burnett Street and Cerritos Avenue

Name	Diameter (in)	Length (ft)	Location
19 th Street Sewers	8	5,645	in Cherry Avenue, Saint Louis Avenue, Dawson Avenue, Raymond Avenue and 20 th Street
21 st Street Sewers	8, 10	10, 962	in Gaviota Avenue, Cherry Avenue, Hill Street, Bay View Drive, 21 st Street, Stanley Avenue and Ohio Avenue
28 th Street Sewers	8	9,192	in Orange Avenue, 28 th Street, Gundry Avenue, alley between Walnut Avenue and Gundry Avenue, Gaviota Avenue, Rose Avenue, alley between Cherry Avenue and Saint Louis Avenue, alley between Saint Louis Avenue and Dawson Street, alley between Dawson Street and Raymond Avenue, Raymond Avenue, 27 th Street and Junipero Avenue
28 th Street Pumping Plant Sewer	8	3,359	in Signal Hill Parkway, Temple Avenue and 28 th Street
33 rd Street Sewers	8	9,256	in Broadway Court, Marietta Court, Mars Court, Minerva Court, alley between California Avenue and Lewis Avenue, alley between Lewis Avenue and Lemon Avenue, alley between Lemon Avenue and Cerritos Avenue, alley between Cerritos Avenue and Orange Avenue, alley between Orange Avenue and Brayton Avenue, Gundry Avenue, Falcon Avenue and 32 nd Street

Total 130,789

EXHIBIT "D"

RECORDING REQUESTED BY:
COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY
1955 WORKMAN MILL ROAD
P.O. BOX 4998
WHITTIER, CA 90607-4998

WHEN RECORDED, MAIL TO ABOVE ADDRESS
ATTN: JANE C. FONG
PLANNING & PROPERTY
MANAGEMENT SECTION

BILL OF SALE

For good and valuable consideration, receipt of which is hereby Acknowledged, **CITY OF SIGNAL HILL**, grants to **COUNTY SANITATION DISTRICT NO. 29 OF LOS ANGELES COUNTY**, a body corporate and politic, the following described property:

1. [Sewer system description and location.]

CITY OF SIGNAL HILL
a municipal corporation

By: _____

Name: _____

Title: _____

(Signatures are to be notarized)

EXHIBIT "E"

RECORDING REQUESTED BY:
COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY
1955 WORKMAN MILL ROAD
P.O. BOX 4998
WHITTIER, CA 90607-4998

WHEN RECORDED MAIL TO ABOVE ADDRESS
ATTN: Tim Denton
PLANNING & PROPERTY MANAGEMENT SECTION

QUITCLAIM DEED

CITY OF SIGNAL HILL, a municipal corporation, hereinafter referred to as "Signal Hill" does hereby remise, release, and forever quitclaim to COUNTY SANITATION DISTRICT NO. 29 OF LOS ANGELES COUNTY, a body corporate and politic, hereinafter referred to as "District" all of those rights, title, and interest acquired under and by virtue of those certain easements referenced herein below, in the County of Los Angeles, State of California;

1. [List of easements conveyed to Signal Hill with date and Instrument No.]

IN WITNESS WHEREOF, said Signal Hill has caused this document to be executed by the officers thereunto duly authorized this _____ day of _____, 2003.

CITY OF SIGNAL HILL

City Manager

(Signatures are to be notarized)

Quitclaim No. 300

EXHIBIT "F"

The Chief Engineer's Report is available in the Public Works/Engineering Department.

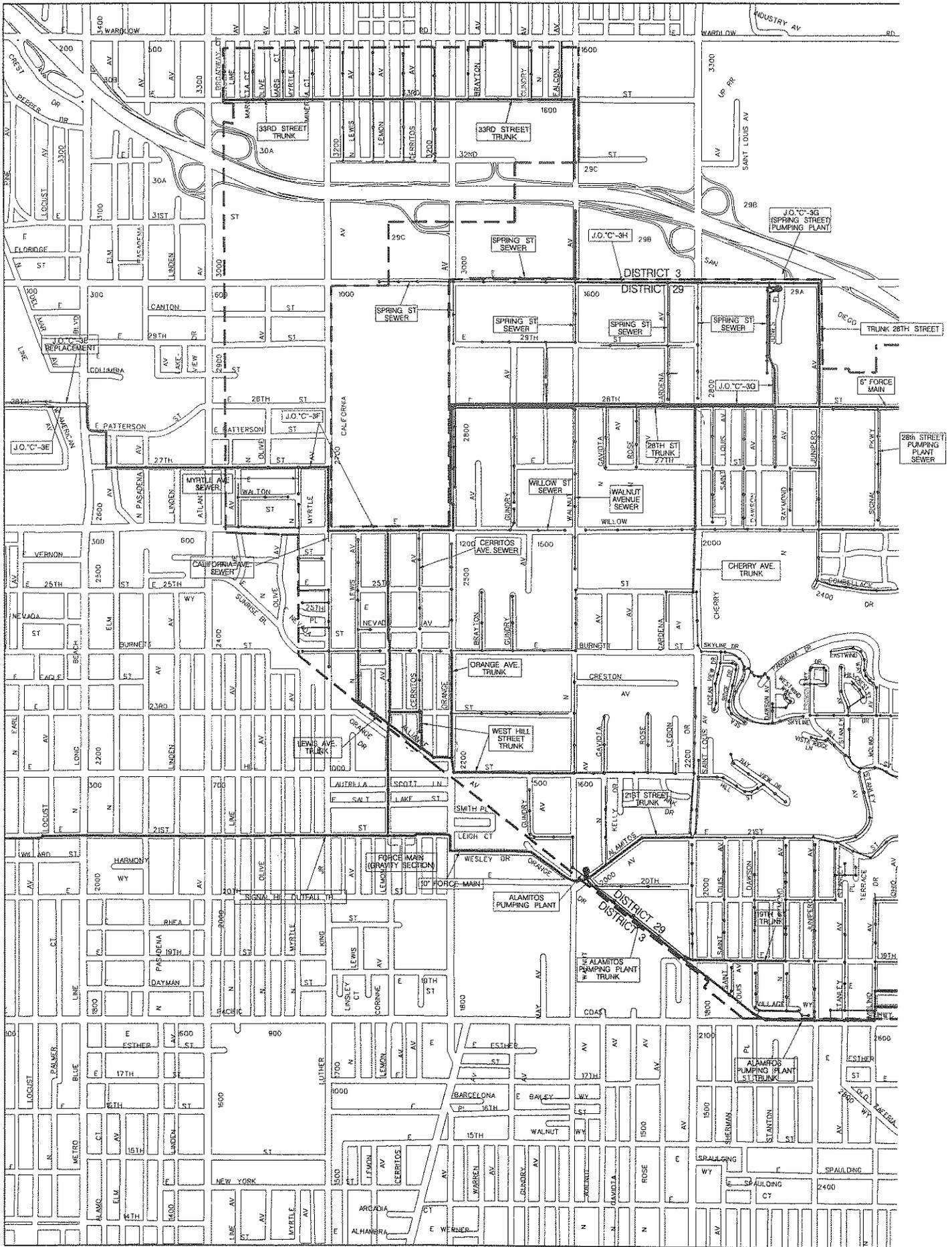


EXHIBIT "A": CITY OF SIGNAL HILL SEWERAGE SYSTEM 2003

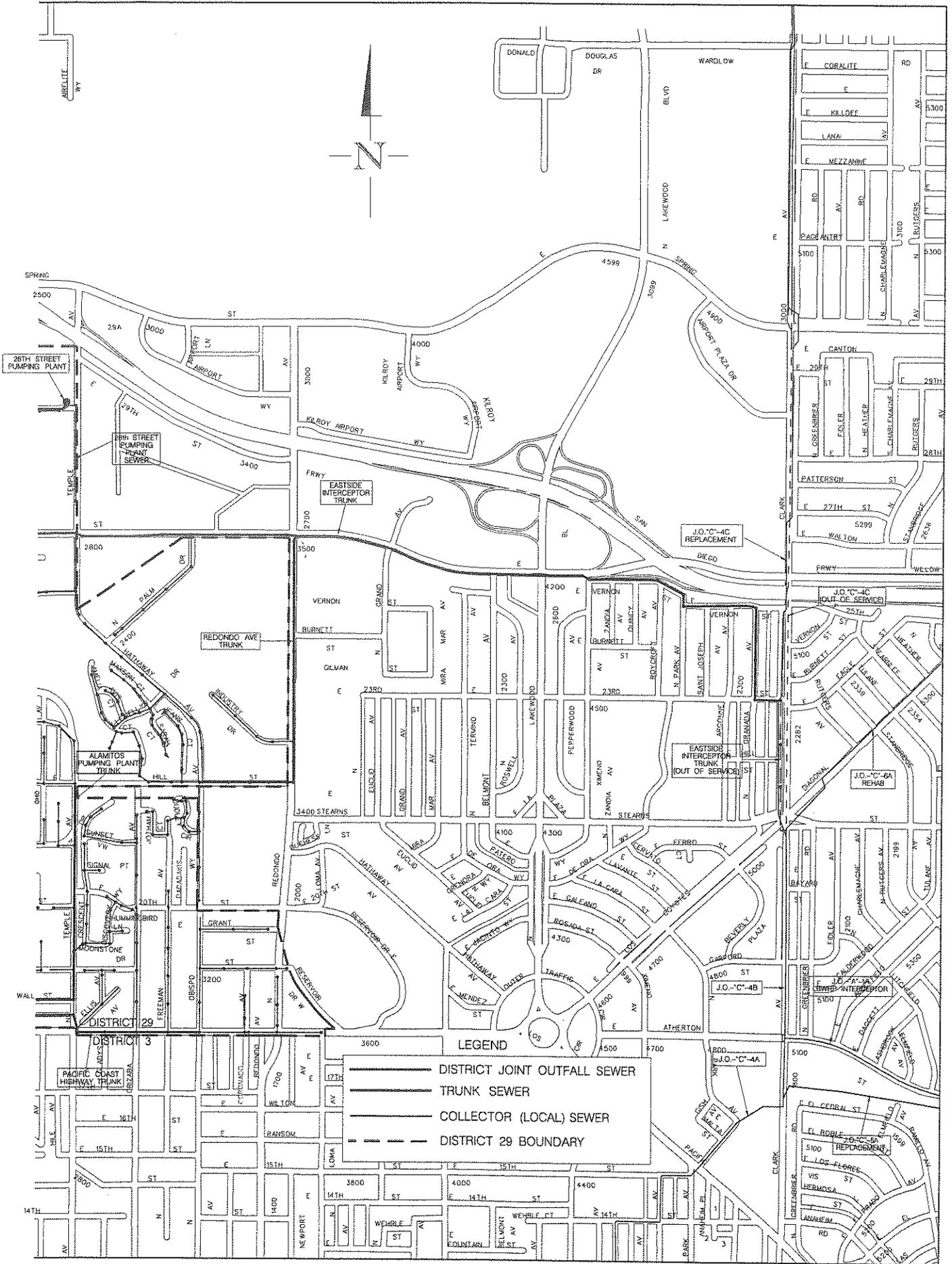


EXHIBIT "A": CITY OF SIGNAL HILL SEWERAGE SYSTEM 2003

EXHIBIT "B"
PUMPING PLANTS AND TRUNK SEWERS

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Total 130,789

**CERTIFICATION OF FULL COMPLIANCE WITH
RESIDENTIAL WASTE INDEMNIFICATION AGREEMENT
PUENTE HILLS LANDFILL**

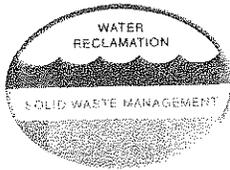
In accordance with Paragraph 3.e. of the *Residential Waste Indemnification Agreement*, *Puente Hills Landfill* between the City and County Sanitation District No. 2 of Los Angeles County, the City hereby certifies to District that it is in full compliance with said *Agreement* and was at all times during 2003, subsequent to the effective date of said *Agreement*, in full compliance with said *Agreement*.

Executed on the 12TH day of January, 2004, City of SIGNAL HILL

By: 
(Signature)

Name: CHARLIE HONEYCUTT

Title: DIRECTOR OF PUBLIC WORKS



COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
Telephone: (562) 699-7411, FAX: (562) 699-5422
www.lacsd.org

JAMES F. STAHL
Chief Engineer and General Manager

December 29, 2003
File: 31R-109.10

JAN 5 2003

Dear City Manager/Administrator:

Residential Waste Indemnification Agreement, Puente Hills Landfill: Annual Certification

Previously your City entered into a *Residential Waste Indemnification Agreement, Puente Hills Landfill* with the Sanitation Districts, and provided written certification of current full compliance with all applicable provisions contained in the *Agreement*.

Paragraph 3.e. of the *Agreement* specifies that on or before each January 31 until such time as the Puente Hills Landfill is officially and properly closed pursuant to existing state and federal laws and regulations, the City shall also certify in writing to the Sanitation Districts whether or not it has been in full compliance with this Agreement at all times during the preceding calendar year or applicable portion thereof. Enclosed is a form the City may use to so certify for the 2003 calendar year. Alternatively, your City may also provide its own form of certification, subject to the review and approval of the Sanitation Districts. If possible, please return the City's certification to the Sanitation Districts prior to January 31. Please disregard this notice if your City has already provided its certification.

Please contact David Nakagaki at the above listed telephone number, extension 2423, if you have any questions or would like additional information concerning this or related matters.

Very truly yours,

James F. Stahl

Donald S. Nellor
Assistant Department Head,
Solid Waste Management Department

DSN:DAN:la
Enclosure



CITY OF SIGNAL HILL

2175 CHERRY AVENUE
SIGNAL HILL, CA 90755-3799
GENERAL ACCOUNT

080733

MU-2202
1222

NO. 80733
US BANK
2639 CHERRY AVENUE
SIGNAL HILL, CA 90755

DATE CHECK NO. AMOUNT

12/23/2003 80733 \$236,170.00

TWO HUNDRED THIRTY SIX THOUSAND ONE HUNDRED SEVENTY AND 00/100 DOLLARS

PAY TO THE ORDER OF
LOS ANGELES CNTY SANITATION DISTRICT

CITY TREASURER

DIRECTOR OF FINANCE

⑈080733⑈ ⑆122235821⑆ 165400085222⑈

VENDOR .10694 LOS ANGELES CNTY SANITATION 12/23/2003 Warrant 80733

FUND & ACCOUNT	P.O.#	INVOICE	DESCRIPTION	AMOUNT
001.535.575.575		.1	PAYMENT #1-SEWER	236,170.00
			TOTAL	236,170.00

CITY OF SIGNAL HILL
PURCHASE REQUISITION

No.: _____ (PURCHASING)

P.O. TYPE
 Regular
 Open
 Partial
 Contract
 Warrant

P.C. / CHECK INSTRUCTIONS

Need P.O. / CHECK BY: 12/23/03 Check must accompany order
 Give P.O. / CHECK TO: Charlie H. Hold Check Until
 Dept: Administration Finance Copy P.O. / CHECK TO: Charlie H.

VENDOR #:		<u>Los Angeles County Sanitation District</u>				
Division/Dept.	<u>Finance</u>	Zip	Tax			
Requisition Date:	<u>12-15-03</u>	Phone:	Contact:			
Delivery/Event Date:		Zip	Tax			
Deliver To:		Phone:	Contact:			
DESCRIPTION	QTY	UNIT SIZE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<u>Installation No. 1 of 5 for upgrade of City's sewer system. Sanitation District will take over responsibility of system once upgrades are made. per Agreement.</u>			<u>\$</u>	<u>236,170</u>		
ENTERED DEC 16 2003						

Account #s & Amounts: 001 535.575.575
 Dept. Approval: Dennis New-Gustus Date: _____
 Purchasing Approval: Alvin M. Date: 12-15-03

CITY OF SIGNAL HILL

SEWER AGREEMENT WITH THE LOS ANGELES COUNTY SANITATION DISTRICT #29

Agreement Contents:

The San District will take over the operations of the local sewers and lift stations. The City will pay the San District 202,140 over three years to upgrade the Spring Street trunk line as phase one and an additional \$1,183,350 to upgrade the rest of the City's sewer system over a period of five years. Payment shall be made as outlined below:

<u>Fiscal Year</u>	(1) <u>First Component</u>	(2) <u>Second Component</u>	<u>Total of Payments</u>
2002-03	67,380		67,380
2003-04	67,380	236,670	304,050
2004-05	67,380	236,670	304,050
2005-06		236,670	236,670
2006-07		236,670	236,670
2007-08		236,670	236,670
	<u>202,140</u>	<u>1,183,350</u>	<u>1,385,490</u>

236,670
Account Number:
 (1) 001.535.515.493

Terms:
 Due on or before July 1 of each year beginning 7/1/02.

(2) 001.535.575.575

Due on or before



COPY

CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

July 8, 2003

AGENDA ITEM

**TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CHARLIE HONEYCUTT *CH*
DIRECTOR OF PUBLIC WORKS**

SUBJECT: SIGNAL HILL SEWERAGE FACILITIES AGREEMENT WITH THE LOS ANGELES COUNTY SANITATION DISTRICT

Summary:

The Los Angeles County Sanitation District has agreed to take ownership of the City's existing sewer facilities. An Agreement has been prepared to establish the terms and conditions of the sewer facility acquisition. Through this acquisition, the City will be relieved of sewer system maintenance and operation costs, saving the City up to \$300,000 annually.

Recommendations:

1. Authorize the Mayor to execute an Agreement between the City of Signal Hill and County Sanitation District No. 29 of Los Angeles County, in a form approved by the City Attorney.
2. Authorize the City Manager to execute Exhibits D (Bill of Sale) and E (Quitclaim Deed) of the Agreement.

Fiscal Impact:

The Engineer's Report prepared by the Sanitation District has identified improvements that are needed to bring the sewer system facilities up to Sanitation District standards. The estimated cost of the improvements is \$1,142,485. The City will be required to pay the Sanitation District for the actual cost of the improvements up to, but not exceeding

\$1,142,485. Payment for the improvements will be made in five installments of \$228,569 per year from 2003 through 2007. Funds to cover the first installment are included in the FY 2003-04 budget. Beginning in 2008, the City will realize an annual savings of approximately \$300,000, which represents the City's current costs to maintain the sewer system.

Background:

Signal Hill is in a unique position in that the City is the sole municipality within Sanitation District No. 29. This situation has enabled the City the opportunity to transfer the City's sewer system to the Sanitation District for operation and maintenance since both agencies presently provide essentially the same services to our residents. The City and the Sanitation District developed a two-phased approach to transfer the ownership, maintenance, and operation responsibility from the City to the Sanitation District. Phase one would focus on City facilities that serve properties outside the City of Signal Hill. This type of facility is typically owned by the Sanitation District and could easily be incorporated into its trunk system. The second phase would deal with the remainder of the City's sewer collection system.

On June 18, 2002, the City Council approved an agreement with the Sanitation District completing the first phase of the transfer. The agreement transferred to the Sanitation District two trunk sewers and one pump station that provide service to properties in both Long Beach and Signal Hill.

Analysis:

On May 13, 2003, the County Sanitation District No. 29 Board of Directors held a public hearing to consider taking ownership, operation, and maintenance responsibility of the City's sewer collection system and increasing the service charge rate. The service charge rate increase is necessary to fund the additional services District No. 29 will be required to provide to take over the City's sewer system. The Board approved both items as no opposition was received from the public.

The Sanitation District has completed an Engineer's Report evaluating the condition of the remainder of the City's sewer collection system. The sewer collection system includes two pumping plants and nearly 200,000 feet of sewer lines. The report identified \$1,142,845 of improvements to these facilities in order to bring them up to Sanitation District standards. A majority of the costs are related to necessary sewer line repair. The complete listing of all the repairs and associated costs is included in the Engineer's Report that is available in the Public Works Department.

A draft Agreement (Attachment "A") to transfer ownership, operation, and maintenance responsibility to the Sanitation District has been prepared and is the result of discussions between the City and Sanitation District. The City Attorney is completing a final review of the Agreement at the time this report is being prepared. Key elements in the Agreement include:

- The City agrees to fund all of the improvements identified in the Engineer's Report. The amount shall not exceed \$1,142,845 and shall be paid over a five-year period.
- The City shall transfer all ownership of the facilities to the District including easements that the District has identified.
- Upon execution of the Agreement and delivery of title, the District will operate and maintain the facilities at their sole expense.
- The District will construct the improvements identified in the Engineer's Report.
- The District will accept future liability for the system except for any damages that are the result of the failure of any of the facilities identified for repair. The District will have up to five years to make the identified repairs. After five years, the District will assume future liability whether or not the repairs have been completed.

Approved:



Kenneth C. Farfsing

Attachment



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

December 24, 2003

John Redner
Departmental Engineer
Sewerage Department
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601

Subject: Payment for Sewer Repairs

Dear John:

Please find the enclosed check in the amount of \$236,170 as the first of five installments to pay for sewer system repairs identified in the Chief Engineer's Report dated May 2003. If you have any questions, please call me at (562) 989-7356.

Sincerely,

Charlie Honeycutt
Director of Public Works

cc: Dennis MacArthur

**Recording Requested By and:
When Recorded, Return To:**

COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY
1955 Workman Mill Road
Whittier, CA 90601
Attention: Margarita Cabrera

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Transfer Taxes Are Zero Dollars.
The Grantee in this conveyance is
a California Public Entity. Revenue and Taxation
Code Section 11922.

GRANT DEED

THE CITY COUNCIL OF THE CITY OF SIGNAL HILL AS SUCCESSOR AGENCY, a public agency and successor in interest to City of Signal Hill Redevelopment Agency, a dissolved public body subject to Section 34173 of the *California Health & Safety Code* ("Grantor"), hereby grants to COUNTY SANITATION DISTRICT NO. 29 OF LOS ANGELES COUNTY, a county sanitation district organized and existing under the provisions of the County Sanitation District Act, Health & Safety Code § 4700 *et seq.* ("Grantee"), all rights, title, and interest acquired under and by virtue of that certain CORPORATION GRANT DEED dated December 28, 1983, recorded as Instrument No. 84-211705 on February 21, 1984 in the office of the Recorder of the County of Los Angeles, State of California, and attached as Exhibit 1.

THE CITY COUNCIL OF THE CITY OF SIGNAL HILL AS SUCCESSOR AGENCY is signing this Grant Deed on _____, 2012.

**CITY COUNCIL OF THE CITY OF SIGNAL
HILL AS SUCCESSOR AGENCY**

By: _____
Kenneth C. Farfsing
Chief Administrative Officer

(Signature to be notarized)

Grant Deed No. 1208

Parcel No: 7215-009-900

Project : Alamitos Pumping Plant

EXHIBIT 1

84 211705

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME
CITY & STATE
City of Signal Hill
C/O David A. Caretto
2175 Cherry Ave.
Signal Hill, CA. 90806

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
FEB 21 1984 AT 8 A.M.
Recorder's Office

FREE R

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

THIS FORM FURNISHED BY COMMONWEALTH LAND TITLE COMPANY

h-c
s.e.c

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ 0
() computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area: () City of Signal Hill, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
MACHILLAN PETROLEUM CORPORATION, A DELAWARE CORPORATION
a corporation organized under the laws of the state of DELAWARE
hereby GRANTS to CITY OF SIGNAL HILL, REDEVELOPMENT AGENCY

the following described real property in the City of Signal Hill
County of Los Angeles, State of California:

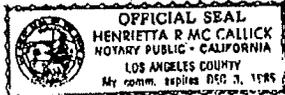
FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.



In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Vice - President and Secretary thereunto duly authorized.

Dated: December 28, 1983
By James H. Loveman Vice President
By Robert C. Wilson Assistant Secretary

STATE OF CALIFORNIA } ss.
COUNTY OF Los Angeles
On December 28, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared James H. Loveman known to me to be the Vice President, and Robert C. Wilson known to me to be Assistant Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors. WITNESS my hand and official seal.



Signature Henrietta R. McCallick
Henrietta R. Mc Callick
Name (Typed or Printed)

Title Order No. 8161740-011911 Escrow or Loan No. _____

LEGAL DESCRIPTION

EXHIBIT "A"

Parcel 1: (Fee)

That portion of Lot 120 of the American Colony Tract, in the City of Signal Hill, County of Los Angeles, State of California, as per map recorded in Book 19 Pages 89 and 90, of Miscellaneous Records of said County, described as follows:

Beginning at the intersection of the Southeasterly line of said Lot 120 with the Northeasterly line of 20th Street as described in deed to City of Signal Hill, by deed recorded in Book 11204, Page 352, Official Records, thence along the Northeasterly line of said 20th Street North 52° 21' 00" West 37.00 feet; thence North 37° 39' 00" East 25.00 feet; thence South 89° 55' 00" East 57.00 feet; thence South 31° 27' 30" East 8.14 feet to the Southeasterly line of said Lot 120; thence along said Southeasterly line South 53° 10' 20" West 59.00 feet, to the Point of Beginning.

Parcel 2: (Temporary Construction Easement)

Temporary construction easement over that portion of Lot 120 of The American Colony Tract, partly in the City of Signal Hill and Partly in the City of Long Beach, in the County of Los Angeles, State of California as per map recorded in book 19 pages 89 and 90 of miscellaneous records of said County, described as follows:

Beginning at the intersection of the Southeasterly line of said Lot 120 with the Northeasterly line of 20th street as described in Deed to City of Signal Hill, by deed recorded in book 11204 page 352, official records, thence along the Northeasterly line of said 20th street North 52°21'00" West 37 feet to the true point of beginning; then North 37° 38' 00" East 25 feet; thence South 89° 55' 00" East 57 feet; thence North 31° 27' 30" West 17.86 feet; thence North 89° 55' 00" West 108.45 feet to said Northeasterly Lot of 20th Street; thence along said line South 52° 21' 00" East 57.46 feet to the true point of beginning.

The temporary construction easement shall expire one year from the recordation of this document.

The foregoing Grant Deed and Temporary Construction Easement is hereby accepted for and on behalf of the City of Signal Hill, this 25th day of January, 1984.

By: David A. Caretto

DAVID A. CARETTO
City Manager
City of Signal Hill

84 211705



MINUTES OF A REGULAR MEETING SIGNAL HILL OVERSIGHT BOARD

June 14, 2012

A Regular Meeting of the Signal Hill Oversight Board was held in the Council Chamber of City Hall on June 14, 2012.

CALL TO ORDER – 6:00 p.m.

ROLL CALL

PRESENT: CHAIR HAUBERT
VICE CHAIR NOLL
MEMBER CHERNISS
MEMBER GABEL
MEMBER WILLIAMSON
MEMBER YU

ABSENT: MEMBER WAROT

PLEDGE OF ALLEGIANCE

Chair Haubert led the audience in the Pledge of Allegiance.

PUBLIC BUSINESS FROM THE FLOOR ON ITEMS NOT LISTED ON THE AGENDA

Carol Churchill, Signal Hill resident addressed the Oversight Board regarding the Department of Finance and the ROPS schedule.

CHIEF ADMINISTRATIVE OFFICER REPORTS

a. Bylaws

Chief Administrative Officer introduced the Redevelopment/Economic Development Manager who presented the staff report.

Chair Haubert summarized the reason for the bylaws.

It was moved by MEMBER CHERNISS and seconded by VICE CHAIR NOLL to approve the bylaws of the Oversight Board of the City of Signal Hill Successor Agency.

The following vote resulted:

AYES: CHAIR HAUBERT
VICE CHAIR NOLL
MEMBER CHERNISS
MEMBER GABEL
MEMBER WILLIAMSON
MEMBER YU

NOES: NONE

ABSENT: MEMBER WAROT

ABSTAIN: NONE

b. Issues Regarding Legal Representation of Oversight Board

Chief Administrative Officer introduced David Aleshire, legal counsel for the Successor Agency who presented the staff report.

Oversight Board discussed their legal representation.

Carol Churchill, Signal Hill resident addressed the Oversight Board regarding their legal representation.

It was moved by VICE CHAIR NOLL and seconded by MEMBER YU to select Option 1 as outlined in the memorandum to use the Successor Agency as legal counsel because it is most economical and provides for the Oversight Board (OB) to seek outside counsel should the OB believe that there are significant conflicts between the OB and Signal Hill Successor Agency.

The following vote resulted:

AYES: CHAIR HAUBERT
VICE CHAIR NOLL
MEMBER CHERNISS
MEMBER WILLIAMSON
MEMBER YU

NOES: MEMBER GABEL

ABSENT: MEMBER WAROT

ABSTAIN: NONE

c. Request to Repurchase Property at 2099 E. 27th Street to 2701 St. Louis Avenue

Chief Administrative Officer introduced Redevelopment/Economic Development Manager who presented the staff report.

Successor Agency Counsel commented on the terms of the lease with the Lunds.

The Oversight Board discussed the terms of the lease and the offer to repurchase and asked questions. Successor Agency Counsel and Redevelopment/Economic Development Manager addressed questions.

Mary and Philicia Lund addressed the Oversight Board regarding the offer to repurchase property and the terms of the lease.

Successor Agency Counsel addressed several comments made by the Lunds.

It was moved by MEMBER CHERNISS and seconded by MEMBER GABEL to deny the request from the Lunds to repurchase their previously owned property based upon the price offered and their request to withhold rental income payments and recommend the approval of an appraisal of the property to determine its current fair market value.

The following vote resulted:

AYES: CHAIR HAUBERT
VICE CHAIR NOLL
MEMBER CHERNISS
MEMBER GABEL
MEMBER WILLIAMSON
MEMBER YU

NOES: NONE

ABSENT: MEMBER WAROT

ABSTAIN: NONE

d. CarMax Information

Chief Administrative Officer presented the staff report and Successor Agency Counsel commented on the CarMax project.

The Oversight Board discussed the CarMax project and asked questions. Successor Agency Counsel addressed questions.

Matt Lamishaw, Legal Counsel for CarMax addressed the Oversight Board regarding the CarMax project.

Bob Mendoza, Signal Hill resident addressed the Oversight Board regarding the CarMax project.

Chair Haubert commented on the CarMax project and suggested the Oversight Board direct staff to request additional information from the Department of Finance as to why the amount was denied.

The Oversight Board discussed the CarMax project.

It was moved by CHAIR HAUBERT and seconded by MEMBER WILLIAMSON to direct staff to request information from the California Department of Finance regarding their determination that the CarMax note is not an enforceable obligation.

The following vote resulted:

AYES: CHAIR HAUBERT
VICE CHAIR NOLL
MEMBER CHERNISS
MEMBER GABEL
MEMBER WILLIAMSON
MEMBER YU

NOES: NONE

ABSENT: MEMBER WAROT

ABSTAIN: NONE

ORAL REPORTS

a. Update on Walker Building Damage

Chief Administrative Officer and Redevelopment/Economic Development Manager presented an oral report.

b. Tour of Real Estate Holdings

Chief Administrative Officer presented an oral report.

Oversight Board discussed the real estate properties and a possible informational tour of the property sites.

Gloria Nava, Signal Hill resident asked about the properties. Chief Administrative Officer and Redevelopment/Economic Development Manager addressed the question.

CONSENT CALENDAR

a. Minutes of the Following Meeting(s)

Special Meeting of the Oversight Board, April 25, 2012.

Regular Meeting of the Oversight Board, May 23, 2012.

MEMBER GABEL requested the statement from the meeting of May 23, 2012 be attached to the minutes.

It was moved by VICE CHAIR NOLL and seconded by MEMBER CHERNISS to approve the Consent Calendar.

The following vote resulted:

AYES: CHAIR HAUBERT
VICE CHAIR NOLL
MEMBER CHERNISS
MEMBER GABEL
MEMBER WILLIAMSON
MEMBER YU

NOES: NONE

ABSENT: MEMBER WAROT

ABSTAIN: NONE

OVERSIGHT BOARD – NEW BUSINESS

Member Cherniss requested information regarding the appeal process for the Department of Finance at the next meeting.

Member Gabel requested a list of the items on the ROPS that were not approved by the Department of Finance.

Chair Haubert requested a list of the ROPS at each meeting to monitor progress.

ADJOURNMENT

It was moved by MEMBER GABEL and seconded by MEMBER WILLIAMSON to adjourn tonight's meeting to the next regular meeting to be held on Thursday, July 12, 2012 at 6:00 p.m. in the Council Chamber of City Hall, 2175 Cherry Avenue, Signal Hill, CA 90755.

The following vote resulted:

AYES: CHAIR HAUBERT
VICE CHAIR NOLL
MEMBER CHERNISS
MEMBER GABEL
MEMBER WILLIAMSON
MEMBER YU

NOES: NONE

ABSENT: MEMBER WAROT

ABSTAIN: NONE

CHAIR HAUBERT adjourned the meeting at 7:43 p.m.

Douglas P. Haubert
Chair

Attest:

Kenneth C. Farfsing
Chief Administrative Officer,
Board Secretary