

**SUCCESSOR AGENCY
TO THE COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF HUNTINGTON PARK**



**Regular Meeting Agenda
Tuesday, January 16, 2018**

6:00 p.m.
City Hall Council Chambers
6550 Miles Avenue
Huntington Park, CA 90255

CALL TO ORDER

ROLL CALL

Chair Marilyn Sanabria
Vice Chair Jhonny Pineda
Board Member Karina Macias
Board Member Graciela Ortiz
Board Member Manuel "Manny" Avila

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the Board Members on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

1. Approve Minute(s) of the following Successor Agency Meeting:

1-1 Successor Agency Regular Meeting held Tuesday, July 18, 2017.

REGULAR AGENDA

2. **Ratify Extension of Loan Agreements with MUFG Union Bank, N.A. a National Banking Association, formerly known as Union Bank, N.A. (Union Bank)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Ratify Amendment No. 2 Extending Loan Agreement by and between the Successor Agency to the Community Development Commission of the City of Huntington Park and MUFG Union Bank, N.A. in reference to the 2007, Neighborhood Preservation Project loan in the amount of \$ 6,700,000; and
 2. Ratify Amendment No. 3 Extending Loan Agreement by and between the Successor Agency to the Community Development Commission of the City of Huntington Park and MUFG Union Bank, N.A. in reference to the 2007, Santa Fe Project loan in the amount of \$3,037,000; and
 3. Authorize Executive Director to execute agreements.
3. **Resolution Approving Recognized Obligation Payment Schedule (ROPS) for the Successor Agency of the Community Development Commission of the City of Huntington Park**

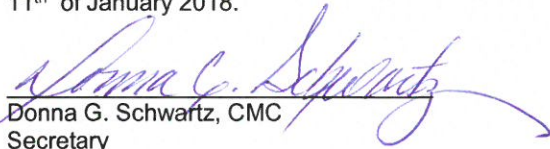
RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. SA2018-01, of the Successor Agency to the Community Development Commission of the City of Huntington Park approving a Recognized Obligation Payment Schedule 18-19 for the period of July 1, 2018 through June 30, 2019.

ADJOURNMENT

The Successor Agency to the Community Development Commission of the City of Huntington Park will adjourn to a Regular Meeting on Tuesday, February 6, 2018, at 6:00 p.m.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov on the 11th of January 2018.


Donna G. Schwartz, CMC
Secretary

MINUTES

Regular Meeting of the
Successor Agency to the Community Development Commission
Of the City of Huntington Park
Tuesday, July 18, 2017, at 6:00 p.m.

Sergeant at Arms read the Rules of Decorum.

The regular meeting of the Successor Agency to the Community Development Commission of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, July 18, 2017, in the Council Chambers of City Hall at 6550 Miles Avenue, Huntington Park, California; Chair Marilyn Sanabria presiding.

PRESENT: Board Member(s): Manuel "Manny" Avila, Graciela Ortiz, Karina Macias, Vice Chair Jhonny Pineda and Chair Marilyn Sanabria.

CITY OFFICIALS/STAFF: Edgar Cisneros, City Manager; Cosme Lozano, Chief of Police; Arnold Alvarez-Glasman, City Attorney; Josette Espinosa, Director of Parks and Recreation; Sergio Infanzon, Community Development Director; Martha Castillo, Human Resources Director; Daniel Hernandez, Director of Public Works; Annie Ruiz, Finance Manager; Fernanda Palacios, Project Manager and Donna G. Schwartz, City Clerk.
ABSENT: Manuel Acosta, Economic Development Manager.

PUBLIC COMMENT - None

CONSENT CALENDAR

Motion: Board Member Macias motioned to approve Consent Calendar item 1, seconded by Vice Chair Pineda. Motion passed 5-0 by the following vote:

ROLL CALL:

AYES: Board Member(s): Avila, Ortiz, Macias Vice Chair Pineda and Chair Sanabria
NOES: Board Member(s): None

1. Approve Minute(s) of the following Successor Agency Meeting:

1-1 Successor Agency Special Meeting held Tuesday, April 18, 2017.

REGULAR AGENDA

2. Resolution Approving the First Amendment to a Standard Agreement for Participating Under California's Land Reuse Revitalization Act (CLRRA) Program

Executive Director Cisneros presented the item and introduced Sergio Infanzon, Director of Community Development who gave a brief overview, noted Fernanda

Palacios, Project Manager was available to answer any questions and recognized Mr. Nick Alexander, the applicant, was in the audience and available for any questions.

Motion: Board Member Macias motioned to adopt Resolution No. SA2017-04, approving the First Amendment to the Agreement and the Land Use Covenant for the former Southland Steel Site Remediation Project, approve a Land Use Covenant to restrict uses of the property for commercial and industrial uses and authorize the Executive Director/City Manager of the Successor Agency to execute the agreement, seconded by Board Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Board Member(s): Avila, Ortiz, Macias Vice Chair Pineda and
Chair Sanabria
NOES: Board Member(s): None

ADJOURNMENT

At 6:10 p.m. Chair Sanabria announced that the August 1st Successor Agency to the Community Development Commission of the City of Huntington Park Meeting is hereby cancelled due to National Night Out and adjourned the Successor Agency to the Community Development Commission of the City of Huntington Park **to a Special Meeting on Thursday, August 3, 2017**, at 6:00 P.M

Respectfully submitted,

Donna G. Schwartz, CMC
Agency Secretary

**AMENDMENT NO. 2 TO LOAN AGREEMENT
(NEIGHBORHOOD PRESERVATION)**

THIS AMENDMENT NO. 2 TO LOAN AGREEMENT (NEIGHBORHOOD PRESERVATION) (this “**Amendment**”), dated as of January 30, 2018, is entered into by and between **THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF HUNTINGTON PARK**, a public body corporate and politic (“**Borrower**”) and **MUFG UNION BANK, N.A.**, a national banking association, formerly known as Union Bank, N.A. (“**MUFG**”).

RECITALS

A. Borrower, through its predecessor, the Community Development Commission of Huntington Park, and MUFG Union Bank, N.A., formerly known as Union Bank, N.A., through its predecessor, the Union Bank of California, N.A., have previously entered into that certain Loan Agreement (Neighborhood Preservation) dated as of February 1, 2007, as amended on January 30, 2017 (collectively, the “**Loan Agreement**”). All terms used and not otherwise defined in this Amendment shall have the meanings set forth in the Loan Agreement.

B. Borrower and MUFG have, subject to the terms and conditions hereof, agreed to further extend the period during which MUFG will make the Loan available to Borrower.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Agreement to Extend. Borrower and MUFG hereby agree that, pursuant to Section 9.13, the Loan has been extended to August 1, 2018. For purposes of further extensions, August 1, 2018 shall be deemed the “**Stated Maturity Date**” and the other terms and conditions of Section 9.13 shall continue to apply.

2. Extension Fee. In consideration of the extension herein granted and as authorized and permitted under Section 5.15 of the Loan Agreement, Borrower shall pay to MUFG a fee of Five Thousand Dollars (\$5,000.00) (the “**Extension Fee**”), which shall be due on the date of this Amendment.

3. Miscellaneous.

(a) Effect on the Loan Agreement and Other Loan Documents.

(i) Except as specifically amended by this Amendment and the documents executed and delivered in connection herewith, the Loan Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed by MUFG in all respects.

(ii) The execution and delivery of this Amendment and performance of the Loan Agreement, as amended hereby, shall not, except as expressly provided herein,

constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of Borrower under, the Loan Agreement or any of the other Loan Documents.

(iii) This Amendment shall be construed as one with the Loan Agreement, and the Loan Agreement shall, where the context requires, be read and construed throughout so as to incorporate this Amendment.

(iv) If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Loan Agreement and the other Loan Documents as in effect on the date hereof, the terms and provisions of this Amendment shall govern.

(b) Headings. Section and subsection headings in this Amendment are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

(c) Counterparts. This Amendment may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes. Transmission by telecopier (or by email of a PDF or similar electronic image file) of an executed counterpart of this Amendment shall be deemed to constitute due and sufficient delivery of such counterpart.

(d) Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA; PROVIDED THAT BORROWER AND MUFG SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

**THE SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT
COMMISSION OF HUNTINGTON PARK,**
a public body corporate and politic

By: _____
Name:
Title:

MUFG UNION BANK, N.A.,
a national bank association

By: _____
Name:
Title:

**AMENDMENT NO. 3 TO LOAN AGREEMENT
(SANTA FE)**

THIS AMENDMENT NO. 3 TO LOAN AGREEMENT (SANTA FE) (this “**Amendment**”), dated as of January 30, 2018, is entered into by and between **THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF HUNTINGTON PARK**, a public body corporate and politic (“**Borrower**”) and **MUFG UNION BANK, N.A.**, a national banking association, formerly known as UNION BANK, N.A. (“**MUFG**”).

RECITALS

A. Borrower, through its predecessor, the Community Development Commission of Huntington Park, and MUFG Union Bank, N.A., formerly known as Union Bank, N.A., through its predecessor, the Union Bank of California, N.A., have previously entered into that certain Loan Agreement (Santa Fe) dated as of February 1, 2007, as amended on January 30, 2014 and on January 30, 2017 (collectively, the “**Loan Agreement**”). All terms used and not otherwise defined in this Amendment shall have the meanings set forth in the Loan Agreement.

B. Borrower and MUFG have, subject to the terms and conditions hereof, agreed to further extend the period during which MUFG Bank will make the Loan available to Borrower.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Agreement to Extend. Borrower and MUFG hereby agree that, pursuant to Section 9.13 of the Loan Agreement, the Loan has been extended to August 3, 2018. For purposes of further extensions, August 3, 2018 shall be deemed the “**Stated Maturity Date**” and the other terms and conditions of Section 9.13 of the Loan Agreement shall continue to apply.

2. Extension Fee. In consideration of the extension herein granted and as authorized and permitted under Section 5.15 of the Loan Agreement, Borrower shall pay to MUFG a fee of Five Thousand Dollars (\$5,000.00) (the “**Extension Fee**”), which shall be due on the date of this Amendment.

3. Miscellaneous.

(a) Effect on the Loan Agreement and Other Loan Documents.

(i) Except as specifically amended by this Amendment and the documents executed and delivered in connection herewith, the Loan Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed by MUFG in all respects.

(ii) The execution and delivery of this Amendment and performance of the Loan Agreement, as amended hereby, shall not, except as expressly provided herein,

constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of Borrower under, the Loan Agreement or any of the other Loan Documents.

(iii) This Amendment shall be construed as one with the Loan Agreement, and the Loan Agreement shall, where the context requires, be read and construed throughout so as to incorporate this Amendment.

(iv) If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Loan Agreement and the other Loan Documents as in effect on the date hereof, the terms and provisions of this Amendment shall govern.

(b) Headings. Section and subsection headings in this Amendment are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

(c) Counterparts. This Amendment may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes. Transmission by telecopier (or by email of a PDF or similar electronic image file) of an executed counterpart of this Amendment shall be deemed to constitute due and sufficient delivery of such counterpart.

(d) Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA; PROVIDED THAT BORROWER AND MUFG SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

[Signatures on the following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

**THE SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT
COMMISSION OF HUNTINGTON PARK,**
a public body corporate and politic

By: _____
Name:
Title:

MUFG UNION BANK, N.A.,
a national bank association

By: _____
Name:
Title:

**SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF HUNTINGTON PARK
INCUMBENCY AND SIGNATURE CERTIFICATE OF THE SUCCESSOR AGENCY**

**With reference to
2007 Santa Fe Redevelopment Project Loan
2007 Neighborhood Preservation Project Loan**

The undersigned hereby states and certifies:

1. That she is the duly appointed, qualified and Acting Secretary of the Successor Agency to the Community Development Commission of the City of Huntington Park (the "Successor Agency"), an agency established pursuant to Health and Safety Code Section 34173 of the State of California, and, as such, is familiar with the facts herein certified and is authorized to certify the same;

2. That the signatures of the officials of the Successor Agency authorized to execute documents on behalf of the Agency in connection with the execution and delivery of the above-referenced Bonds and the disbursement of funds from the Project Fund are hereinafter set forth, and the signatures are true and correct specimens of their signatures.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Ricardo Reyes	Executive Director	_____
Donna Schwartz	Secretary	_____
John Ornelas	Finance Officer/ Treasurer	_____

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the ____ day of January, 2018.

Donna Schwartz, Secretary of
SUCCESSOR AGENCY

The undersigned, Executive Director of the Successor Agency to the Community Development Commission of the City of Huntington Park, hereby certifies that the above signatures are the true and correct signatures of John Ornelas, Finance Officer/Treasurer, and Donna Schwartz, Secretary of the Successor Agency to the Community Development Commission of the City of Huntington Park.

Ricardo Reyes, Executive Director



CITY OF HUNTINGTON PARK

Community Development Department

Successor Agency Agenda Report

January 16, 2018

Honorable Chair and Members of the Successor Agency Board
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Members of the Successor Agency to the Community Development Commission of the City of Huntington Park:

RESOLUTION APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE SUCCESSOR AGENCY OF THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF HUNTINGTON PARK

IT IS RECOMMENDED THAT THE SUCCESSOR AGENCY BOARD:

1. Adopt Resolution No. SA2018-01 of the Successor Agency to the Community Development Commission of the City of Huntington Park approving a Recognized Obligation Payment Schedule 18-19 for the period of July 1, 2018 through June 30, 2019.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The ROPS serves to identify allowable costs or “enforceable obligations” of the former Community Development Commission, such as bond payments, loans, contracts, projects, etc. Legislation requires the Successor Agency to prepare a ROPS every six months. Each ROPS must be approved by the Successor Agency Board and subsequently be approved by the Oversight Board. ROPS is then forwarded to the State of California Department of Finance (“DOF”) for final review and approval. ROPS 18-19 is due no later than February 1, 2018.

The preparation and submittal of ROPS 18-19 is required for the Successor Agency to pay its expenditures or “enforceable obligations” for the fiscal year July 1, 2018, through June 30, 2019. These enforceable obligations are paid from Redevelopment Property Tax Trust Fund (RTTPF) monies received from the DOF (via the County).

FISCAL IMPACT/FINANCING

The obligation items listed on ROPS 18-19 represent approximately \$12,814,589 million in enforceable obligations due for the Fiscal Year 18-19, of which \$9,575,089 payable from RTTPF monies, and \$3,239,500 million payable from sale proceeds of property owned by the Successor Agency and rental revenues generated from the Southland

**RESOLUTION APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE
FOR THE SUCCESSOR AGENCY OF THE COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF HUNTINGTON PARK**

January 16, 2018

Page 2 of 2

Steel property. To comply with the February 1, 2018 deadline, the ROPS must be approved by the Successor Agency and Oversight Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Successor Agency is required to submit an Oversight Board approved-ROPS to the County Auditor-Controller (CAC) and Department of Finance (DOF) within 90 days prior to the semiannual Redevelopment Property Tax Trust Fund property fund distribution. Additionally, all ROPS must be adopted at a public meeting of the Successor Agency and be posted on the City's website.

If the Successor Agency does not submit an Oversight Board-approved ROPS by February 1, 2018 could expose the Successor Agency to the following penalties:

1. \$10,000 per day civil penalty for each day the ROPS is delinquent.
2. Failure to submit the ROPS within 10 days of the deadline may result in a 25% reduction of a Successor Agency's maximum administrative cost allowance for the period covered by the delinquent ROPS
3. If Successor Agency fails to submit an Oversight Board-approved ROPS within five business days after the April 1st and October 1st dates on which the CAC releases the estimated property tax allocation, the DOF may determine if any amount should be withheld to pay enforceable obligations, pending DOF approval of a ROPS.

CONCLUSION

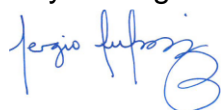
Upon Successor Agency approval, staff will proceed with the recommended actions

Respectfully submitted,



RICARDO REYES

City Manager/Executive Director



SERGIO INFANZON

Community Development Director

ATTACHMENT(S)

A. Resolution No. SA2018-01.

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1 **NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR**
2 **AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY**
3 **OF HUNTINGTON PARK HEREBY FINDS, DETERMINES, RESOLVES AND**
4 **ORDERS AS FOLLOWS:**

5
6 Section 1. The above recitals are true and correct and are a substantive part of this
7 Resolution.

8
9 Section 2. This Resolution is adopted pursuant to Health and Safety Code Section
10 34177.

11 Section 3. The Board of the Successor Agency hereby approves ROPS No. 18-19
12 substantially in the form attached as Exhibit A to this Resolution and incorporated herein by
13 reference (“ROPS No. 18-19”). The Executive Director of the Successor Agency, in
14 consultation with the Successor Agency’s legal counsel, may modify ROPS No. 18-19 as the
15 Executive Director or the Successor Agency’s legal counsel deems necessary or advisable.

16
17 Section 4. Staff is hereby authorized and directed to submit a copy of ROPS No.
18 18-19 to the Oversight Board for approval and, at the same time, transmit a copy of ROPS
19 No. 18-19 to the DOF, the County Auditor-Controller and the County administrative officer
20 as designated by the County.

21 Section 5. Staff is hereby authorized and directed to submit a copy of Oversight
22 Board-approved ROPS No. 18-19 to the DOF, the Office of the State Controller, and the
23 County Auditor-Controller. If the Oversight Board has not approved ROPS No. 18-19 by
24 February 1, 2018, staff is hereby authorized and directed to transmit ROPS No. 18-19 to the
25 DOF, the Office of the State Controller, and the County Auditor-Controller, with a written

notification regarding the status of the Oversight Board's review. Written notice and information regarding the action of the Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF's choosing.

Section 6. Staff is hereby authorized and directed to post a copy of the Oversight Board-approved ROPS No. 18-19 on the Successor Agency's Internet website (being a page on the Internet website of the City of Huntington Park).

Section 7. The officers and staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including requesting additional review by the DOF and an opportunity to meet and confer on any disputed items, and any such actions previously taken by such officers are hereby ratified and confirmed.

PASSED AND ADOPTED this 16th day of January 2018.

Chair

ATTEST:

Successor Agency Secretary

EXHIBIT A

Recognized Obligation Payment Schedule (ROPS 18-19) - Summary

Filed for the July 1, 2018 through June 30, 2019 Period

Successor Agency:	Huntington Park
County:	Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)		18-19A Total (July - December)	18-19B Total (January - June)	ROPS 18-19 Total
A	Enforceable Obligations Funded as Follows (B+C+D):	\$ 3,239,500	\$ -	\$ 3,239,500
B	Bond Proceeds	-	-	-
C	Reserve Balance	-	-	-
D	Other Funds	3,239,500	-	3,239,500
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 4,997,232	\$ 4,577,857	\$ 9,575,089
F	RPTTF	4,922,232	4,502,857	9,425,089
G	Administrative RPTTF	75,000	75,000	150,000
H	Current Period Enforceable Obligations (A+E):	\$ 8,236,732	\$ 4,577,857	\$ 12,814,589

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) 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 successor agency.

Name	Title
/s/	
Signature	Date