



CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209

MARK A. BRECEDA
MAYOR

ALBERT F. AMBRIZ
MAYOR PRO TEM

LARRY G. BURROLA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

H. MANUEL ORTIZ
COUNCILMEMBER

AGENDA FOR THE REGULAR MEETING OF THE CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY HOUSING AUTHORITY

Please note
start time for
Closed Session

FEBRUARY 10, 2016

▲5:30 P.M. - CLOSED SESSION
6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

CLOSED SESSION – CITY HALL CONFERENCE ROOM
REGULAR MEETING – CITY HALL COUNCIL CHAMBER

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

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

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).



Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL



CLOSED SESSION – 5:30 P.M.

1. Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

- A. Property: 5463 2nd Street
Negotiating Parties: City and Issa Alasker
Under Negotiation: Price and terms of purchase
Conflict of Interest: None

- B. Property: North Kincaid Pit (Irwindale) / APN 8616-022-906 North Kincaid Pit (Azusa) / APN 8616-001-913 NEC of Irwindale Avenue and 210 Freeway
Negotiating Parties: John Davidson, Fred Galante, and Dispatch Transportation, LLC
Under Negotiation: Price and terms of sale
Conflict of Interest: None

2. Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9

- Number of cases: One
- Conflict of Interest: Ortiz traditionally abstains

3. Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

- Agency Designated Representatives: Pam Lee, Labor Counsel
- Employee Organizations: IMEA, ICEA, IPOA

4. Conference with Legal Counsel – Threat of Litigation

Threat of Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9

- Number of cases: One
- Conflict of Interest: None

ADJOURN

OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Larry G. Burroia, Manuel R. Garcia, H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda**
- E. REPORT FROM CLOSED SESSION**
- F. CHANGES TO THE AGENDA**
- G. COUNCIL MEMBER TRAVEL REPORTS**
- H. ANNOUNCEMENTS**
- I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
- J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**
 - 1. Presentation to Kory Myers of SCE by Irwindale Police Department
 - 2. Presentation to Sam Kim of Ayutla Market

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.

1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held January 27, 2016

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Waiving Formal Bidding and Approve the Award of Contract for the Replacement and Remodeling of Recreation Center Reception Counter

Recommendation: 1) **adopt Resolution No. 2015-07-2821** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING REQUIREMENTS AND APPROVING THE AWARD OF CONTRACT FOR THE REPLACEMENT AND REMODELING OF RECREATION CENTER RECEPTION COUNTER" reading by title only and waiving further reading thereof; 2) authorize the City Manager to enter into an agreement with Seismore Construction, in the amount of \$35,742.50 for the replacement and remodeling of Recreation Center reception counter; and 3) find that the project is categorically exempt from the California Environmental Quality Act (CEQA).

D. City/County Cooperative Agreement for Installation of Pedestrian Countdown Heads and Upgrade of Street Name Signs and Highway Safety Lights Intersection Improvement Project

Recommendation: 1) approve the use of our Federal Surface Transportation Program-Local funds in the amount of \$14,900 to finance the City's share of the project cost for the installation of pedestrian countdown heads and upgrade of street name signs and highway safety lights at various intersections that are jurisdictionally shared among the City, the County, and the City of Azusa; and 2) authorize the Mayor to execute the City-County Cooperative Agreement assigning to the County \$14,900 of our Federal Surface Transportation Program – Local funds to cover our share of the cost of the project.

E. Beverage Recycling Grant

Recommendation: **Adopt Resolution No. 2016-06-2820** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATION" reading by title only and waiving further reading thereof.

F. Approval of Specifications for Sidewalk and Access Ramps Project at Various Locations

Recommendation: 1) approve the specifications for the sidewalk and access ramps project at various locations; 2) authorize staff to solicit bids for construction of the project; and 3) find that the project is categorically exempt from the California Environmental Quality Act (CEQA).

G. Second Reading of Ordinance No. 701

Recommendation: **Adopt on second reading Ordinance No. 701** entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 15.30 "WATER EFFICIENT LANDSCAPE STANDARDS AND GUIDELINES" TO TITLE 15 OF THE IRWINDALE MUNICIPAL CODE TO BE CONSISTENT WITH STATE LAW" reading by title only and waiving further reading thereof.

H. SCLC Grant Awarded for Library Broadband Implementation

Recommendation: **Adopt Resolution No. 2016-08-2822** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING LIBRARY GRANT REVENUES AND EQUIPMENT, AND APPROPRIATING FUNDS IN THE AMOUNT OF \$5,663.57 TO ASSIST WITH BROADBAND IMPLEMENTATION" reading by title only and waiving further reading thereof.

I. Request to Approve Contract Amendment No. 4 for Harvey Consulting Group (HCG) LLC to Prepare Additional Work Needed to Supplement the Traffic Impact Assessment (TIA) of the DEIR/RDEIR for the Proposed Materials Recovery Facility and Transfer Station with Applicant Arakelian Enterprises, Inc., dba Athens Services

Recommendation: Approve Contract Amendment No. 4 with HCG LLC to prepare additional work needed to supplement the Traffic Impact Assessment (TIA) of the DEIR/RDEIR in order to complete the Final Environmental Impact Report (FEIR) for the development of a proposed materials recovery facility and transfer station on the 17.22-acre site located at 2200 Arrow Highway (APN 8535-001-911), which is currently owned

by the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency.

2. NEW BUSINESS

- A. Request to Approve a Memorandum of Understanding and Authorization for the City to Participate in the Golden Streets Festival Working Group to Share Resources and Collaborate in the Planning and Hosting of the Golden Streets Festival Taking Place on June 26, 2016

Recommendation: Approve and authorize the City of Irwindale (City) to enter into a Memorandum of Understanding (MOU) to participate in the "626 Golden Streets Festival Working Group" (GSFWG) to share resources and collaborate in the planning and hosting of the Golden Streets Festival together with the Cities of South Pasadena, Pasadena, San Marino, Arcadia, Monrovia, Duarte, and Azusa which will take place on June 26, 2016.

3. OLD BUSINESS

4. PUBLIC HEARINGS

5. CITY MANAGER'S REPORT

6. ADJOURN

**SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY**

- A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

- A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held January 27, 2016

B. Warrants

Recommendation: Approve

- 2. NEW BUSINESS
- 3. PUBLIC HEARINGS
- 4. ADJOURN

HOUSING AUTHORITY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Housing Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. **CONSENT CALENDAR**

A. Minutes

Recommendation: Approve the following minutes:

- 1. Regular meeting held January 27, 2016

- 2. NEW BUSINESS
- 3. PUBLIC HEARINGS
- 4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on February 10, 2016 to be posted at the City Hall, Library, and Post Office on February 4, 2016.

Laura M. Nieto, CMC

Laura M. Nieto, CMC
Deputy City Clerk

COUNCIL AGENDA
ITEM 1A1

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

FEB 10 2016

JANUARY 27, 2016
WEDNESDAY
5:30 P.M.

The Irwindale CITY COUNCIL met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Larry G. Burrola, Manuel R. Garcia,
H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz;
Mayor Mark A. Breceda

Also present: John Davidson, City Manager; Fred Galante, City
Attorney; Anthony Miranda, Police Chief; William Tam, Director of
Public Works / City Engineer; Eva Carreon, Director of Finance; Gus
Romo, Director of Community Development; Natalie Nocom, Acting
Human Resources Manager, and Laura Nieto, Deputy City Clerk

**RECESS TO
CLOSED SESSION**

At 5:30 p.m., the City Council recessed to Closed Session to
discuss the following:

Conference with Real Property Negotiators
Pursuant to California Government Code Section 54956.8

Property: 5463 2nd Street
Negotiating Parties: City of Irwindale, Successor Agency, and Issa
Alasker
Under Negotiation: Price and terms of purchase

ACTION: Update provided; Council provided direction on the
status of the contingencies; no further reportable
action taken.

Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of
Section 54956.9

Number of Cases: One

ACTION: Not discussed

Conference with Legal Counsel – Threat of Litigation
Threat of Litigation Pursuant to Paragraph (2) of Subdivision (d) of
Section 54956.9

Number of cases: Two*

ACTION: On the first item, on the motion of Mayor Breceda,
seconded by Councilmember Burrola, and
unanimously approved, the Council agreed to accept a
separation agreement with Jackie Delgado which
provides for City payment of three months' salary
totaling \$15,901 in exchange for a full release of any
potential claims, with a retirement date effective

January 28, 2016. On the second item, City Council received an update and provided direction; no further reportable action taken.

**A motion was made by Councilmember Ortiz, seconded by Councilmember Burrola, to add one additional matter concerning a threat of litigation to the agenda, noting that the matter arose subsequent to the posting of the agenda. The motion was unanimously approved.*

Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

Name of Case: USA Waste of California, Inc. v.
City of Irwindale, et al.
(LASC Case No. KC 066276)

ACTION: Update provided; no further reportable action taken.

**RECONVENE IN
OPEN SESSION**

At 6:30 p.m., the City Council reconvened in Open Session.

**CHANGES TO THE
AGENDA**

CITY MANAGER
DAVIDSON

City Manager Davidson noted a revision to the signature page on Agenda Item No. 4A.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

ANNOUNCEMENTS

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz requested a letter of recognition be sent to Mr. Sam Kim, former owner of the Ayutla Market, in recognition of his numerous contributions to the community, and requested that Mr. Kim be recognized at the next Council meeting.

COUNCILMEMBER
GARCIA

Councilmember Garcia acknowledged his absence at the last Council meeting and thanked everybody for their thoughts and prayers for the health of his daughter.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz reported his attendance at the Gold Line meeting last Thursday, where they announced that the train will begin operating on March 5th. They also expect that all the train stations and parking structures will also begin operations on that date. He also noted the problems caused by the construction on the project along Azusa Canyon Road and suggested resolving said problems in order to show that Irwindale is a good neighbor to Baldwin Park. Finally, he acknowledged the traffic congestion issues

along Arrow Highway and suggested studying the issue to determine the best way to alleviate congestion.

MAYOR BRECEDA

Mayor Breceda recognized the construction issues that Councilmember Ortiz referenced and agreed that something should be done and agreed that the traffic congestion on Arrow Highway should be researched.

CITY MANAGER
DAVIDSON

City Manager Davidson added that numerous complaints have been received regarding the Shubin Nadal construction project and that staff is working with the construction superintendent and developer to stop work at the site during off-hours. He added that the job is set to be completed in March.

DIRECTOR ROMO

Director Romo added that the company has apologized about working on Martin Luther King Jr. Day and has indicated that they will not be accepting deliveries at the site before 7:00 am and 7:00 pm or on Sundays.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

None.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

PRESENTATION BY
MADIA TECH LAUNCH,
INC.

PRESENTATION BY MADIA (MONROVIA, ARCADIA, DUARTE,
IRWINDALE, AZUSA) TECH LAUNCH, INC. – SAN GABRIEL
VALLEY REGIONAL TECHNOLOGY COMMUNITY

The presentation was made.

IRWINDALE POLICE
DEPARTMENT
YEAR-END REVIEW

IRWINDALE POLICE DEPARTMENT YEAR-END REVIEW

The presentation was made.

**SPONTANEOUS
COMMUNICATIONS**

SUZANNE GOMEZ

Suzanne Gomez thanked the Police Department for their efforts in assisting her mom on an incident that occurred on July 1st. She also spoke regarding Council Item No. 1D, which relates to marijuana dispensaries. She suggested that the city continue to monitor the issue as it relates to surrounding cities and communities in order to mitigate potential problems for the city. She also asked about the specs on the bus that is proposed for purchase in Council Item No. 1E. She then suggested further looking into the information provided tonight pertaining to the MADIA technology as it relates to the public library.

RECREATION
MANAGER GRIJALVA

Recreation Manager Grijalva thanked Mike Touhey from the Upper San Gabriel Valley Municipal Water District for donating water for the recent Veterans Day ceremony and acknowledged his company for sponsoring the Mariachi Divas at the upcoming Music in the Park concert series.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ortiz, seconded by Councilmember Burrola, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with the exception of Item Nos. 1E and 1H, which were removed for separate consideration. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting held January 13, 2016.

ITEM NO. 1B
WARRANTS /
DEMANDS /
PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
INVESTMENT
QUARTERLY REPORT –
DECEMBER 31, 2015

INVESTMENT QUARTERLY REPORT – DECEMBER 31, 2015
(Joint Items on Successor Agency & Housing Authority)

The Investment Quarterly Report for December 31, 2015, was received and filed.

ITEM NO. 1D
2ND READING OF
ORDINANCE NO. 700

2ND READING OF ORDINANCE NO. 700

ORDINANCE NO. 700
ADOPTED ON
SECOND READING

Ordinance No. 700, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE TO ADD CHAPTER 17.110 TO TITLE 17 OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARIES AND TO FURTHER PROHIBIT MARIJUANA CULTIVATION AND MOBILE MARIJUANA DISPENSARIES CITYWIDE, AMENDING AND ADDING DEFINITIONS IN CHAPTER 17.08 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE, AND REPEALING SECTION 17.32.015 OF CHAPTER 17.32 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE TO DELETE DUPLICATIVE PROVISIONS,” was adopted.

ITEM NO. 1F
ACCEPTANCE OF
PUBLIC WORKS
CONSTRUCTION
CONTRACT – THE
CONSTRUCTION OF
TWO NEW 8" MAIN
SEWER DISCHARGE
PIPES, AND THE
INSTALLATION OF
THREE VARIABLE
FREQUENCY DRIVES
WITH ALL
NECESSARY
EQUIPMENT AND
WIRING AT THE
IRWINDALE
CHARTER
SEWERAGE PUMP
STATION

ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION
CONTRACT – THE CONSTRUCTION OF TWO NEW 8" MAIN
SEWER DISCHARGE PIPES, AND THE INSTALLATION OF
THREE VARIABLE FREQUENCY DRIVES WITH ALL
NECESSARY EQUIPMENT AND WIRING AT THE IRWINDALE
CHARTER SEWERAGE PUMP STATION

The improvements and maintenance responsibility for the constructed improvements for the installation of two new 8" main discharge pipes and the installation of three Variable Frequency Drives with all necessary equipment and wiring at the Irwindale Charter Sewerage Pump Station, was accepted, the recording of the notice of completion was authorized, and the final construction contract amount of \$879,183.38 for the subject improvements was approved.

ITEM NO. 1G
ACCEPTANCE OF
PUBLIC WORKS
CONSTRUCTION
CONTRACT – THE
RECONSTRUCTION
OF GUARD RAILS
PROJECT ON
MYRTLE AVENUE
AND CALIFORNIA
AVENUE NORTH OF
LONGDEN AVENUE

ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION
CONTRACT – THE RECONSTRUCTION OF GUARD RAILS
PROJECT ON MYRTLE AVENUE AND CALIFORNIA AVENUE
NORTH OF LONGDEN AVENUE

The changes in the work were ratified and the improvements and maintenance responsibility for the constructed improvements on Myrtle Avenue and California Avenue north of Longden Avenue was accepted; the recording of the notice of completion was authorized; the final construction contract amount of \$74,850.63 was approved; and the release of the 5% retention amount for the project was authorized.

END OF CONSENT CALENDAR

ITEM NO. 1E
APPROPRIATION OF
FUNDS AND
AUTHORIZATION TO
PURCHASE A NEW
BIRD SCHOOL BUS
TO REPLACE THE
EXISTING 1981 GILLIG
SCHOOL BUS

APPROPRIATION OF FUNDS AND AUTHORIZATION TO
PURCHASE A NEW BIRD SCHOOL BUS TO REPLACE THE
EXISTING 1981 GILLIG SCHOOL BUS

RECREATION
MANAGER GRIJALVA

Recreation Manager Grijalva discussed the staff report.

MAYOR BRECEDA Responding to a question by Mayor Breceda, Recreation Manager Grijalva advised that he does not anticipate any problems in the near future with the bus.

CITY MANAGER DAVIDSON As requested by City Manager Davidson, Recreation Manager Grijalva noted that, should the bus be ordered within the next few days, it will be delivered in May of 2016. However, if it is ordered later, it would not be delivered until sometime in 2017. He added that the grant that the city had previously submitted for the purchase of two buses was denied simply because the city does not have a school district.

QUESTIONS FROM COUNCIL Responding to several questions by the Council regarding the vehicle specs, Recreation Manager Grijalva indicated that the bus will comply with all CA requirements, will have air conditioning, will be inspected once a year by the CA Highway Patrol to ensure its compliance with state requirements, and that the existing buses in the city fleet are very old and expensive to repair.

COUNCILMEMBER BURROLA Councilmember Burrola stated that he would like to see a report on the senior and recreation department buses.

RESOLUTION NO. 2016-04-2818 ADOPTED **Resolution No. 2016-04-2818**, entitled:
"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE REPLACEMENT OF THE 1981 GILLIG SCHOOL BUS AND THE PURCHASE OF A 2017 BLUE BIRD SCHOOL AND APPROPRIATING \$120,000.00 FROM THE GENERAL FUND RESERVE FOR SAID REPLACEMENT", was passed, approved, and adopted, on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Garcia, and unanimously approved.

ITEM NO. 1H
METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION PROJECT – AMEND EXISTING CONTRACT AGREEMENT TO PROVIDE CONSTRUCTION INSPECTION AND SUPPORT SERVICES FOR THE CONSTRUCTION OF IMPROVEMENTS ON IRWINDALE AVE. AND I-210 EB ON-RAMP AND IRWINDALE AVE. AND FIRST STREET

AND FIRST ST.

DIRECTOR TAM Director Tam discussed the staff report.

DISCUSSION HELD Discussion was held regarding the confusion that is being created due to the addition of the left turn lane along the subject area. Director Tam advised that overhead signs will soon be installed to guide motorists as they travel.

MOTION A motion was made by Councilmember Ortiz, seconded by Councilmember Burrola, to authorize the City Manager to execute an amendment to a professional engineering contract with Coory Engineering for construction inspection and support services for the Gold Line Project Improvements on Irwindale Avenue and I-210 eastbound on-ramp and Irwindale Avenue and First Street. The motion was unanimously approved.

NEW BUSINESS None.

OLD BUSINESS None.

PUBLIC HEARINGS

ITEM NO. 4A
MUNICIPAL CODE AMENDMENT NO. 2016-01 / ORDINANCE NO. 701, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 15.30 TO TITLE 15 OF THE IRWINDALE MUNICIPAL CODE TO ESTABLISH WATER EFFICIENT LANDSCAPE REGULATIONS PURSUANT TO THE STATE'S MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO)

MUNICIPAL CODE AMENDMENT NO. 2016-01/ORDINANCE NO. 701, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 15.30 TO TITLE 15 OF THE IRWINDALE MUNICIPAL CODE TO ESTABLISH WATER EFFICIENT LANDSCAPE REGULATIONS PURSUANT TO THE STATE'S MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO)

DIRECTOR ROMO Director Romo discussed the staff report.

OPEN
PUBLIC HEARING

At 8:06 p.m., Mayor Breceda opened the public hearing for comments.

SUZANNE GOMEZ

Suzanne Gomez expressed concern about whether regulations would hinder future projects at the park or whether it would ration water to future housing projects. She also suggested that the city search for all available bonds and grants for irrigation and park maintenance.

MIKE TOUHEY

Mike Touhey, Director of the Upper San Gabriel Valley Municipal Water District, indicated that the District has staff available to assist the city in performing water assessments at any of the city parks and can identify rebates that the city can use for the purchase and installation of certain water devices. He also referenced the bonds that Ms. Gomez mentioned and noted that they are primarily for communities that suffer from poor water quality. He then noted that Governor Brown's restrictions also prohibit watering turf along city medians and added that many trees have died across the state due to state regulations.

CLOSE
PUBLIC HEARING

There being no additional speakers, Mayor Breceda closed the public hearing at 8:12 p.m.

COUNCILMEMBER
GARCIA

Councilmember Garcia warned about how the rain that is gathered in drum barrels can become breeding grounds for mosquitoes. He suggested that, if these rain barrels are used, that the water that is collected inside of them be used in a timely fashion to avoid mosquitoes.

DIRECTOR ROMO

Director Romo advised that public projects, such as those that would be performed at the parks, are not exempt from state water regulations. He noted that, though this does not necessarily mean that the landscaping at the park would dry up, staff does need to use water wisely. He added that, even if the city did not adopt this ordinance, the city would still need to comply with state laws.

CITY ATTORNEY
GALANTE

City Attorney Galante advised that this ordinance establishes standards for irrigation. The dilemma that many water agencies are facing pertain to sprinkler systems, since these frequently spray outside of the desired area. These standards would limit the amount of water that can go to designated areas. He noted that many residential sites can be exempt from the city standards if they are smaller than 2,500 square feet; however, they would still be required to meet state mandates.

COUNCILMEMBER
BURROLA

Councilmember Burrola asked whether there are any available grants to upgrade park irrigation systems.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz spoke on reclaimed water and the possibility of city parks being linked to water the parks with reclaimed water.

ORDINANCE NO. 701
INTRODUCED FOR
FIRST READING

Ordinance No. 701, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 15.30 “WATER EFFICIENT LANDSCAPE STANDARDS AND GUIDELINES” TO TITLE 15 OF THE IRWINDALE MUNICIPAL CODE TO BE CONSISTENT WITH STATE LAW,” was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Councilmember Garcia, seconded by Councilmember Burrola, and unanimously approved.

**CITY MANAGER'S
REPORT**

CITY MANAGER
DAVIDSON

City Manager Davidson noted Acting Human Resources Manager Nocom's presence at the meeting and advised that the city is currently recruiting for a permanent Human Resources Manager.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:51 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
January 2016

FEB 10 2016

Payroll Batch DATE OF ISSUE 1/6/16	406-01-16 DEPARTMENT	AMOUNT
	44 Library	142.56
	Gross Payroll	142.56
	Required Deductions	(14.04)
	Voluntary Deductions	-
	Net Payroll	128.52

Payroll Batch DATE OF ISSUE 1/7/16	402-01-16, 403-01-16, 404-01-16 DEPARTMENT	AMOUNT
	11 City Council	1,253.10
	13 City Administrative Office	41,665.78
	14 Finance Department	19,504.92
	15 Summer Youth	-
	35 Police Department	172,380.44
	40 Recreation Department	17,862.29
	42 Senior Citizens' Center	7,349.94
	44 Library	4,970.69
	51 Planning	21,496.96
	52 Engineering	59,176.96
	Gross Payroll	345,661.08
	Required Deductions	(92,636.15)
	Voluntary Deductions	(7,716.06)
	Net Payroll	245,308.87

Payroll Batch DATE OF ISSUE 1/14/16	414-01-16, 415-01-16 DEPARTMENT	AMOUNT
	13 City Administrative Office	52,057.38
	Gross Payroll	52,057.38
	Required Deductions	(18,441.23)
	Voluntary Deductions	(400.00)
	Net Payroll	33,216.15

Payroll Batch DATE OF ISSUE 1/21/16	416-01-16, 417-01-16, 418-01-16 DEPARTMENT	AMOUNT
	11 City Council	5,454.17
	13 City Administrative Office	25,556.34
	14 Finance Department	13,679.78
	15 Summer Youth	-
	35 Police Department	148,898.34
	40 Recreation Department	14,807.59
	42 Senior Citizens' Center	9,438.79
	44 Library	7,187.63
	51 Planning	12,978.00
	52 Engineering	56,502.76
	Gross Payroll	294,503.40
	Required Deductions	(78,113.86)
	Voluntary Deductions	(7,470.93)
	Net Payroll	208,918.61

Payroll Batch DATE OF ISSUE 1/28/16	428-01-16, 429-01-16 DEPARTMENT	AMOUNT
	42 Senior Citizens' Center	23,755.58
	Gross Payroll	23,755.58
	Required Deductions	(7,831.60)
	Voluntary Deductions	(20.00)
	Net Payroll	15,903.98

Accounts Payable

Checks by Date - Summary By Check Number

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Check Number	Vendor No	Vendor Name	Check Date	Check Amount
58582	AMERIFID	American Fidelity Assurance	01/21/2016	5,203.98
58583	AMERIC34	American Fidelity Assurance Co	01/21/2016	2,286.39
58584	AMERIT	Ameritas Life Insurance Corp	01/21/2016	11,783.64
58585	BLUECR02	Anthem Blue Cross	01/21/2016	14,222.46
58586	PERS	California Public Employees Retir	01/21/2016	164,453.36
58587	CALPERS2	CalPERS	01/21/2016	3,402.00
58588	FRANC06	Franchise Tax Board	01/21/2016	456.37
58589	ICEA	Irwindale City Employee Assoc.	01/21/2016	500.00
58590	IMEA	Irwindale Mgmt Employee Assoc.	01/21/2016	220.00
58591	IRWIND02	Irwindale Police Officers Assoc.	01/21/2016	3,269.20
58592	LOSANG31	Los Angeles County Sheriff's Dep	01/21/2016	53.74
58593	NATION23	National Union Fire Insurance	01/21/2016	451.72
58594	TEXAS01	Texas Life Insurance Co.	01/21/2016	742.75
58595	AKSTIN01	Nathaniel Akstin-Johnson	01/21/2016	348.00
58596	ARCE01	Kaitlyn Arce	01/21/2016	159.50
58597	AT&T04	AT & T	01/21/2016	112.74
58598	CINGULAR	AT & T Mobility	01/21/2016	627.10
58599	Ayala01	Leonor Ayala	01/21/2016	181.25
58600	CALIFO02	California American Water	01/21/2016	474.94
58601	CARILL01	Francisco Carrillo	01/21/2016	143.08
58602	CITY01	City of Hope	01/21/2016	20,000.00
58603	ESPINO10	Iris Espino	01/21/2016	342.61
58604	SOUTHE17	Golden State Water Company	01/21/2016	1,658.90
58605	HENDRI01	David Hendrickson	01/21/2016	261.00
58606	JIA01	Xiangyi Jia	01/21/2016	79.75
58607	LEVEL01	Level 3 Communications	01/21/2016	3,748.02
58608	MCI	MCI	01/21/2016	37.88
58609	PICCAR01	Amanda Piccari	01/21/2016	290.00
58610	PURCHA	Purchase Power	01/21/2016	3,030.00
58611	RICOH01	Ricoh USA, Inc	01/21/2016	592.77
58612	SCE02	Southern California Edison	01/21/2016	422.07
58613	SUPERI02	Superior Administrators, Inc.	01/21/2016	80,000.00
58614	VALENZ02	Kelly Valenzuela	01/21/2016	108.75
58615	VALLEY01	Valley County Water District	01/21/2016	141.54
58616	VERIZO01	Verizon California	01/21/2016	222.73
58617	verizonw	Verizon Wireless	01/21/2016	696.63
58618	WHITE02	Amanda White	01/21/2016	72.50
58619	ZAVALA01	Cassandra Zavala	01/21/2016	217.50
58620	ARAICA01	Byron Araica	01/28/2016	940.35
58621	BAKER02	Ryan Baker	01/28/2016	36.86
58622	CALIFO02	California American Water	01/28/2016	11.23
58623	DELGAD01	Jackie Delgado	01/28/2016	400.00
58624	FUENTE03	Darlene Fuentes	VOID 01/28/2016	0.00
58625	HEGDAHL	Armando Hegdahl	01/28/2016	1,191.84
58626	HERNAN28	Jessica Hernandez	01/28/2016	234.55

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
58627	HOYEN	Noelle Hoye	01/28/2016	300.00
58628	PADILLAM	Melissa Marez	01/28/2016	48.72
58629	MARTIN0	Gia Martino	01/28/2016	5.24
58630	MCIWOR	MCI Comm Service	01/28/2016	35.43
58631	RAFTERJ	John Rafter	01/28/2016	400.00
58632	SCE02	Southern California Edison	01/28/2016	925.33
58633	STANDA01	Standard Insurance Co. RV	01/28/2016	517.30
58634	TAPIA01	Matthew Tapia	01/28/2016	198.27
58635	VALLEY09	Valley View Mutual Water Co.	01/28/2016	229.65
58636	VERIZO01	Verizon California	01/28/2016	105.55
58637	WAGONER	Pamela Wagoner	01/28/2016	275.00
58638	AMERIFID	American Fidelity Assurance	01/28/2016	5,066.48
58639	PMIDEN	Delta Dental Insurance Company	01/28/2016	1,701.36
58640	FUENTE02	David Fuentes	01/28/2016	240.05
58641	HOLMAN01	Holman Professional Counseling (01/28/2016	1,900.81
58642	STANDA03	Standard Insurance Company	01/28/2016	1,766.43
Report Total:				337,545.32

Accounts Payable

Checks by Date - Summary By Check Number

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Check Number	Vendor No	Vendor Name	Check Date	Check Amount
58645	AZBUSS	A-Z Bus Sales, Inc.	02/10/2016	761.67
58646	ACEC01	ACEC California	02/10/2016	371.03
58647	B&KELE02	B & K Electric Wholesale	02/10/2016	62.59
58648	BAKER01	Baker & Taylor Books	02/10/2016	108.81
58649	BALLOO	Balloons 'N' More	02/10/2016	20.00
58650	BARNEY	Barney's Locksmith Service	02/10/2016	9.81
58651	BLACKA	Black & White Emergency Vehicl	02/10/2016	5,050.43
58652	BRITTEW	Brite Works	02/10/2016	300.00
58653	CALIBE01	Caliber Commercial Pool Servic	02/10/2016	950.00
58654	CALTRON	Caltronics Business Systems	02/10/2016	216.30
58655	CASC01	CASC Engineering & Consulting	02/10/2016	4,980.00
58656	CHEONG01	Jenny Cheong	02/10/2016	7.50
58657	CITRUS05	Citrus Valley Health Partners	02/10/2016	20.00
58658	CITYOF18	City of Santa Fe Springs	02/10/2016	7,681.61
58659	COUNTY04	County Of Los Angeles	02/10/2016	40,807.68
58660	DICKER01	Dickerson, McCulloch & Associat	02/10/2016	6,195.00
58661	DIESEL01	Diesel Exhaust & Emissions, LLC	02/10/2016	130.00
58662	GARCIA27	Maricela Garcia	02/10/2016	300.00
58663	Harvey	HCG, LLC	02/10/2016	28,890.00
58664	HDL01	Hdl Software, LLC	02/10/2016	3,892.32
58665	HONEYW01	Honeywell International Inc.	02/10/2016	3,618.57
58666	IACPME	IACP	02/10/2016	150.00
58667	LIEBERT	Liebert Cassidy Whitmore	02/10/2016	759.50
58668	LINN01	Linn & Associates	02/10/2016	3,485.00
58669	LOGAN01	Barbara Logan	02/10/2016	300.00
58670	LOSANG09	Los Angeles County	02/10/2016	7,986.38
58671	MISSIO	Mission Linen Supply	02/10/2016	397.43
58672	NAPA01	Napa Auto Care - West Covina	02/10/2016	5,515.11
58673	OFFICE03	Office Depot	02/10/2016	2,199.32
58674	OVER01	OverDrive, Inc.	02/10/2016	1,500.00
58675	PARADI01	Paradigm Environmental	02/10/2016	5,991.00
58676	PHASEII	PARS	02/10/2016	5,250.00
58677	PROPRINT	Pro Printing, Inc.	02/10/2016	241.98
58678	RIGHT01	Right of Way, Inc.	02/10/2016	677.22
58679	SCFUELS	SC Fuels	02/10/2016	1,418.60
58680	SGVECO02	SGV Economic Partnership	02/10/2016	2,625.00
58681	TETRA01	Tetra Tech BAS Inc.	02/10/2016	58,571.29
58682	V&V01	V & V Manufacturing, Inc.	02/10/2016	866.95
58683	WESTCO05	West Coast Arborists, Inc.	02/10/2016	4,638.00
58684	WESTIN	West Payment Center	02/10/2016	156.69
58685	WIRSGA01	Ronald Wirsgalla	02/10/2016	75.00
58686	WOO01	Linda & Paul Woo	02/10/2016	15.00
58687	YAMADA01	Yamada Enterprises	02/10/2016	2,027.72

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
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Report Total:

209,220.51

AGENDA REPORT

FEB 10 2016

Date: February 10, 2016
To: Honorable Mayor and Members of the City Council
From: John Davidson, City Manager
Subject: WAIVE FORMAL BIDDING PROCEDURES AND APPROVE THE AWARD OF CONTRACT FOR THE REPLACEMENT AND REMODELING OF RECREATION CENTER RECEPTION COUNTER

City Manager's Recommendation:

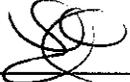
That the City Council (1) approve Resolution No. 2016-07-2821 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING REQUIREMENTS AND APPROVING THE AWARD OF CONTRACT FOR THE REPLACEMENT AND REMODELING OF RECREATION CENTER RECEPTION COUNTER," waiving further reading; (2) authorize the City Manager to enter into an agreement with Seismore Construction, in the amount of \$ 35,742.50 for the replacement and remodeling of Recreation Center reception counter; and (3) find that the project is categorically exempt from the California Environmental Quality Act (CEQA).

Analysis:

- 1) On January 28, 2015, the City Council adopted Resolution No. 2015-04-2733 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE CITY OF IRWINDALE AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN".
- 2) Since the City's ADA Transition Plan identified 494 barriers, staff had to identify which barriers were of highest priority. Staff identified the existing Recreation Center reception counter as first priority as it was identified in the City's ADA Transition Plan as a physical barrier that poses an obstacle to program access. As such, the transition plan states this public counter requires replacement in order to be in compliance with ADA Accessibility Guidelines and Title 24 of the California Code of Regulations (California Building Code).
- 3) This maintenance project is included in the current year CIP. Informal proposals were issued in November 2015 for construction bids.
- 4) In December 2015, the City received two (2) bids for the construction of this project. The bid results are as follows:

Contractor	Base Bid Amount
Seismore Construction	\$ 35,742.50
Adren Facility Service, Inc.	\$ 68,900.00

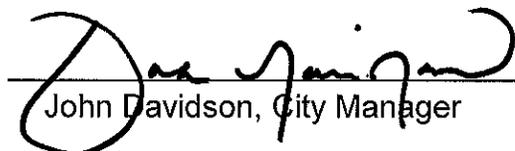
- 5) The lowest responsible bidder is Seismore Construction who submitted a bid totaling \$35,742.50. Per Section 3.44.080(H) of the Irwindale Municipal Code, the formal bidding process may be dispensed "when the city council determines by resolution it would be in the best interest of the city to dispense with bidding. . ." Given the relatively low cost of the proposed work, the informal bid process is a cost saving measure with Seismore designing the plans. The attached Resolution confirms this finding and waiver of the formal bidding process in accordance with the Irwindale Municipal Code.
- 6) The scope of work for this project includes the removal, replacement and remodeling of the existing Recreation Center reception counter, which includes a new ADA compliance counter with new cabinetry, shelves and granite counter top. The contractor is required to submit a design drawing to the Recreation Department and Building and Safety Division for approval prior to the installation.
- 7) The construction for this project will be funded with the current year CIP for Facilities Improvement – CJPIA Compliance Account 01-52-800-45200-8206. Upon approval by the City Council for the award of the construction contract, it is anticipated that the project will begin in April 2016, and be completed by June 2016.
- 8) This project is considered categorically exempt as it falls under Section 15301 (c) of CCR, Title 14 "Guidelines for California Environmental Quality Act." – "Operation, repair, and maintenance of existing facilities."
- 9) The attached contract agreement has been reviewed and approved by the City Attorney's office in form.

Fiscal Impact:  (Initial of CFO) See note 7 above.

Legal Impact: _____ (Initial of Legal Counsel) None

Prepared by: Elizabeth Rodriguez, Public Works Analyst
Phone: (626) 430-2211

Reviewed by/Contact person: William K. Tam, Public Works Director/City Engineer
Phone: (626) 430-2212


 John Davidson, City Manager

RESOLUTION NO. 2016-07-2821

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING REQUIREMENTS AND APPROVING THE AWARD OF CONTRACT FOR THE REPLACEMENT AND REMODELING OF RECREATION CENTER RECEPTION COUNTER”

WHEREAS, the City approved its Americans with Disabilities Act (ADA) Transition Plan on January 28, 2015; and

WHEREAS, the City's ADA Transition Plan identified 494 barriers that require replacement or repairs to bring up to ADA compliance; and

WHEREAS, staff has identified the existing Recreation Center reception counter as first priority as it was identified as a physical barrier that poses an obstacle to program access; and

WHEREAS, the Recreation Center reception counter requires replacement in order to be in compliance with ADA Accessibility Guidelines and Title 24 of the California Building Code; and

WHEREAS, Section 3.44.080(H) of the Irwindale Municipal Code provides for the waiving of the formal bid procedure “when the city council determines by resolution it would be in the best interest of the city to dispense with bidding, provided, however, that the city council shall state the basis of its determination”; and

WHEREAS, staff has received two informal bids for the construction and Seismore Construction has provided the lowest quote for this project; and

WHEREAS, Seismore Construction, as part of the cost proposal, is required to submit design drawings to the Recreation Department for approval as well as the Building and Safety Division prior to the installation; and

WHEREAS, Seismore Construction is also responsible for removal, replacement and remodeling of the existing Recreation Center reception counter, which includes a new ADA compliance counter with new cabinetry, shelves and granite counter top.

WHEREAS, this project is considered categorically exempt as it falls under Section 15301 (c) of CCR, Title 14 “Guidelines for California Environmental Quality Act.” – “Operation, repair, and maintenance of existing facilities”; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council of the City of Irwindale waives the formal bidding process for the replacement of the Recreation Center reception counter as the informal bid process is a cost saving measure with Seismore designing the plans; and

SECTION 2. That the City Council of the City of Irwindale awards the contract for the removal and replacement of the Recreation Center reception counter to Seismore Construction; and

PASSED, APPROVED and ADOPTED this 10th day of February, 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-07-2821 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 10th day of February 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk



QUOTE APPENDIX

Arden Facility Service, Inc
 431 W. Compton Blvd. Gardena CA 90248

Date: 12/3/2015
 Quotation#: 00719APPDX
 Expiration Date: 12/31/2015

To: **CITY OF IRWINDALE**
 16053 CALLE DEL PASEO STREET,
 IRWINDALE, CA 91706
 El Segundo, CA 90245
 Tel: (626) 430-2212
 Fax: (626) 430-2295

Customer No.	Contact Name	Job ID	Plan No.	Sales Person
	Mr. William Tam	CONST		YA
Qty	Description	Unit Price	Total	
	CITY OF IRWINDALE RECREATION CENTER RECEPTION COUNTER REMODELING			
	NEW CABINET EXTERIOR: PLASTIC LAMINATE (Standard Color) INTERIOR : WHITE MILAMINE DOOR STYLE : FLAT PANEL DOOR & DRAWER FRONTS GLIDES : FULL EXTENSION KNOBS / HANDLES: WIRE PULL HINGES : CONCEALED EURO HINGE CABINET STYLE: FRAMELESS FLUSH OVERLAY		\$ 40,000.00	
	NEW COUNTER TOPS MATERIAL : GRANITE STONE TOP (Approx 200 sq.ft.) EDGE : SQUARE EDGE		\$ 20,000.00	
	NEW COUNTER TOPS OPTION In lieu of Granite: MATERIAL : SOLID SURFACE (Approx 200 sq.ft.) EDGE : SQUARE EDGE	\$ (15,500.00)		
	ROOMS INCLUDED : NEW CABINETRY (approx. 50 lin. ft) ORGANIZER CABINET 12"H X 9"D (Approx 50 lin,ft) GRANITE STONE TOP (Approx. 200.sq.ft)			
	ITEMS THAT EXCLUDED BY CARPENTRY : DEMO - BY G.C. FINISH CARPENTRY (basbd, trim and molding) LOCKS AND CATCHES - non noted MARKER & TACK BOARD FRP, MARLITE, WAINSCOT PANELING W.I. CERTIFICATION		\$ 8,900.00	
	WIC: AND GRADE - Custom Grade LEED : No PREVAILING WAGE : Yes UNION : No ADDENDUM: None SCOPE : FABRICATION, DELIVERY, TAX AND INSTALLATION INSTALLATION : Lic.#994037 / DIR #1000008913			
	APPENDIX - WORK CONTENTS TOTAL		\$ 68,900.00	



QUOTE

Arden Facility Service, Inc
 431 W. Compton Blvd. Gardena CA 90248

Date: 12/3/2015
 Quotation#: 00719
 Expiration Date: 12/31/2015

To: CITY OF IRWINDALE
 16053 CALLE DEL PASEO STREET,
 IRWINDALE, CA 91706
 Tel: (626) 430-2212
 Fax: (626)430-2295

Customer No.	Contact Name	Job ID	Plan No.	Sales Person
	Mr. William Tam	CONST		YA

Qty	Description	Unit Price	Total
	CITY OF IRWINDALE RECREATION CENTER RECEPTION COUNTER REMODELING		
1	NEW RECEPTION COUNTER W/GRANITE TOP, LAMINATE CABINET INSTALL REPLACING THE CURRENT COUNTER DETAILS PLEASE SEE THE APPENDIX		\$ 68,900.00
		Subtotal	\$ 68,900.00
		Tax	
		TOTAL	\$ 68,900.00

Terms and Conditions / Note:

- * This quote is based on the provided scope of work, and rough site check.
- * Local sales tax amount is not included in the above - necessary tax would be charged if any
- * This quote doesn't include the price for data cabling & wiring that is related to the IT Dept.
- * Drawing fee are not included
- * Any electric work are not included
- * Special Warding or additional endorsements not included, if required.
- * The details shall be discussed upon receiving the order
- * Construction timing is not always flexible.
- * Work will be performed during business hours 9:00-17:00 local time, except mentioned.
- * Pricing may be subject to change upon unseen conditions
- * Deposit required / progress payment will be applied
- * Performance bond not included

Approved by: _____

Date: _____

Thank you for your business!

AGREEMENT

THIS AGREEMENT made and entered into at Irwindale, California, by and between the City of Irwindale, (hereinafter "Agency"), and Seismore Construction, 15603 Dubesor Street, La Puente, California 91744 (hereinafter "**Contractor**").

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE I

That the Contract consists of this Agreement, the Notice to Bidders, the Accepted Proposal, Incorporation Statement, List of Subcontractors, Licensed Contractor's Declaration, Bid Form, Bid Security Form, Bid Bond, Bid Sheet/Non-Collusion Affidavit, Labor and Material Bond, Performance Bonds, Warranty Bond, the Specifications, and Special Provisions, the Construction Drawings, the Standard Drawings and all addenda as prepared prior to date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. All of the provisions of all said Contract Documents are hereby incorporated in and made a part of this Agreement as if fully set forth herein. In the event of any inconsistency between the terms of the Contract Documents and the terms of this Contract, the terms of the Contract Documents shall govern.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by the Agency as set forth in said Contract Documents, the Contractor agrees with the Agency to do the work and furnish the materials in accordance with said Contract Documents, which work is generally referred to as

REPLACEMENT AND REMODELING OF RECREATION CENTER RECEPTION COUNTER; P-929

and to furnish at its cost and expense all tools, equipment, services, labor and materials necessary therefore, and to pay all applicable taxes, and to do everything required herein and by said Contract Documents.

ARTICLE III

For, and only in the event of, the furnishing of all said services and materials, the obtaining of all permits and licenses of a temporary nature, the furnishing and removing of all debris and temporary work structures and temporary work installations, tools, and equipment, and the doing of all the work contemplated and embraced in said Contract Documents, also in full payment for all loss and damage arising out of the nature or performance of the aforesaid work during its progress or prior to its acceptance, from the action of the elements, and from any unforeseen difficulties which may arise or be encountered in the prosecution of the work, and for and from all other risks of any description connected with said work, also in full payment for all expenses incurred by or in consequence of the suspension or discontinuance of said work, except such as in said Contract Documents are expressly stipulated to be borne by the Agency and for well and faithfully completing the work and the whole thereof within the stipulated time and in the manner shown and described in said Contract Documents and in accordance with the requirements of the Engineer of said Agency under them; the Agency will pay and the Contractor shall receive in full compensation therefor the prices set forth in the Accepted Proposal.

ARTICLE IV

The Agency hereby promises and agrees with said Contractor to employ, and does hereby employ said Contractor, to provide the material and to do the work according to the terms and conditions contained and referred to in said Contract Documents for the bid prices filled in on the Bid Sheet, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in said Contract Documents, and that the obligations and benefits set forth in said Contract shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

ARTICLE V

No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a notice to proceed has been given in writing to the Contractor by the Agency which notice shall be given by the Engineer of said Agency within five (5) days from the date of signing this Contract by the Agency and the Contractor shall complete work within the time limit stated in the Notice to Bidders.

IN WITNESS WHEREOF, Agency and Contractor have caused this Contract to be executed this 10th day of February 2016, by their respective officers or agents herein duly authorized.

CITY OF IRWINDALE

By: _____
John Davidson, City Manager

ATTEST:

By: _____
Laura M. Nieto, CMC Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLC

By: _____
Fred Galante, City Attorney

Seismore Construction
15603 Dubesor Street,
La Puente, California 91744

By: _____

By: _____



15603 Dubesor St., La Puente, Ca. 91744

Phone # 626-917-0029

Proposal

Date	Proposal #
12/31/2015	315

Name/Address

City of Irwindale
5050 N. Irwindale Ave.
Irwindale, CA 91706

Project
Recreational Office Counter Replacement

Description	Total
<p>Interior Recreational Counter Top and Cabinetry Repairs:</p> <p>Job Address: 16053 Calle Del Paseo St. City of Irwindale, Ca. 91706</p> <p>Attn: Dan Grivalva</p> <ul style="list-style-type: none"> - Provide new cabinetry at Approx: 50 linear feet. - Provide new plywood/laminate base cabinetry with exterior durable vinyl coating. City Manager to select from contractor's samples. - A Special design drawing to be given for city approval and for the location of all drawers, shelves, computer counter base, doors, exterior finish and handles/knobs. - Cabinets to match existing 24" depth./ 36" height with a top organizer cabinet of 12" high by 9" depth. -The backside of new cabinetry to be at 36" height with 24" depth and only have a top counter top finish. - Repair any damaged flooring and provide proper anchoring process to attach the new base cabinetry. <p>New Granite countertop per cabinetry specifications.</p> <ul style="list-style-type: none"> - Provide new granite counter top with a round edge finish. - Approx: 150 to 200 sq. ft. of new granite top. - Granite sq. footage will be determined on texture design and color finish. 	<p>17,880.00</p> <p>13,976.25</p>
<p>Demolish existing area per contracted and specified Drawings:</p> <ul style="list-style-type: none"> - Remove and replace cabinetry at Front.Desk Location. - Provide Safety procedure during construction process. - Clean and remove all debris from site during and after construction work. To maintain a safe and clean environment. - Repair any damaged areas at floor and interior wall, caused by the demolition process. - Provide special carpentry and finish work to properly install and complete all cabinetry work. 	3,886.25
<p>Note:</p> <ul style="list-style-type: none"> - To provide new Corion counter material add the following to the granite counter top total: (\$924.75) extra. - Permit, plans and dump fees not included in construction cost. Additional charges may apply. - Contractor and City Manager will need to meet at jobsite location and review the above estimate on cost and material quality approvals. 	

Please review Proposal. Includes All Labor and Materials to complete work.

Total	\$35,742.50
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Signature _____

Date: _____

AGENDA REPORT

FEB 10 2016

Date: February 10, 2016

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: CITY – COUNTY COOPERATIVE AGREEMENT FOR
INSTALLATION OF PEDESTRIAN COUNTDOWN HEADS AND
UPGRADE OF STREET NAME SIGNS AND HIGHWAY SAFETY
LIGHTS INTERSECTION IMPROVEMENT PROJECT

City Manager's Recommendation:

That the City Council (1) approve the use of our Federal Surface Transportation Program-Local funds in the amount of \$14,900 to finance the City's share of the project cost for the installation of pedestrian countdown heads and upgrade of street name signs and highway safety lights at various intersections that are jurisdictionally shared among the City, the County, and the City of Azusa; and (2) authorize the Mayor to execute the City-County Cooperative Agreement assigning to the County \$14,900 of our Federal Surface Transportation Program-Local funds to cover our share of the cost of the project.

Analysis:

- 1) The County is proposing to implement energy-saving improvements in the form of upgrades to the traffic signal equipment located at intersections jurisdictionally shared among the City, the City of Azusa, and the County. These Improvements are to upgrade all traffic signal mastarm-mounted street name signs with retro-reflective signs in accordance with County specifications, replacing highway safety lights with more energy-efficient and low maintenance light emitting diode fixtures, and installing countdown pedestrian signal heads in accordance with the Manual on Uniform Traffic Control Devices at the intersections of Arrow Highway and Vincent Avenue; Cypress Street and Irwindale Avenue; and Edna Place and Irwindale Avenue.
- 2) The two intersections on Irwindale Avenue are jurisdictionally shared between the City and the County, and the intersection of Arrow Highway and Vincent Avenue is jurisdictionally shared among the City, the County and the City of Azusa.

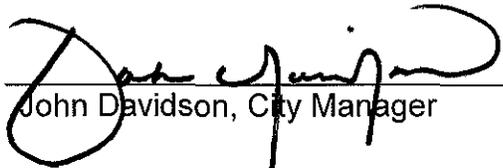
- 3) The County will be administering the construction of this project on behalf of the City. The City is responsible for its share of the construction cost for this project, which is estimated at \$14,900.
- 4) To cover our share of the project cost, the City will assign to the County a sum of Fourteen Thousand Nine Hundred and 00/100 Dollars (\$14,900.00) of the City's available Federal Surface Transportation Program-Local funds (STP-L). This project will have no impact to our general funds.
- 5) Attached is the City-County Agreement. Staff has reviewed this Agreement and found it to be satisfactory and acceptable. The City Attorney has reviewed and approved the Agreement.

Fiscal Impact:  (Initial of CFO) See Note 4 above.

Legal Impact: _____ (Initial of Legal Counsel) None.

Prepared by: Elizabeth Rodriguez, Public Works Analyst
Phone: (626) 430-2211

Reviewed by/Contact person: William K. Tam, Public Works Director/City
Engineer Phone: (626) 430-2212



John Davidson, City Manager

**AGREEMENT AND ASSIGNMENT
OF FEDERAL SURFACE
TRANSPORTATION PROGRAM-LOCAL FUNDS**

THIS AGREEMENT AND ASSIGNMENT is made and entered into by and between the CITY OF IRWINDALE, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS the COUNTY is proposing to implement energy-saving improvements in the form of upgrades to the traffic signal equipment located at intersections jurisdictionally shared between the CITY, the City of Azusa, and the COUNTY.

WHEREAS, the CITY, the City of Azusa, and the COUNTY propose to upgrade all traffic signal mast arm-mounted street name signs, highway safety lights, and pedestrian signal heads at the following intersections that are jurisdictionally shared between the CITY, the City of Azusa, and the COUNTY:

Intersection	Jurisdiction Shared	Total Cost Street Name Signs	Total Cost Highway Safety Lights	Total Cost LED Countdown Pedestrian Heads	Total Estimated Irwindale Jurisdictional Share of Project Cost
Arrow Highway at Vincent Avenue (TS 0737) (TG 598-G2)	Azusa 25% County 25% Irwindale 50%	\$3,300	\$2,300	\$2,000	\$3,800
Cypress Street at Irwindale Avenue (TS 0874) (TG 598-F4)	County 31.5% Irwindale 68.5%	\$3,200	\$3,700	\$2,200	\$6,200
Edna Place at Irwindale Avenue (TS 3716) (TG 598-F4)	County 51% Irwindale 49%	\$3,300	\$4,300	\$2,400	\$4,900
Total		\$9,800	\$10,300	\$6,600	\$14,900
Grand Total			\$26,700		

WHEREAS, the work at these intersections, hereinafter referred to as PROJECT, will consist of replacing the traffic signal mast arm-mounted street name signs with retro-reflective signs in accordance with County specifications, replacing the highway safety lighting with more energy-efficient and low-maintenance light emitting diode fixtures, and installing countdown pedestrian signal heads in accordance with the Manual on Uniform Traffic Control Devices; and

WHEREAS, the proposed improvements are jurisdictionally shared between the CITY, the City of Azusa, and the COUNTY. A separate agreement between the City of Azusa and the COUNTY is being executed covering the portion of the PROJECT within the City of Azusa's jurisdiction; and

WHEREAS, nothing in this AGREEMENT AND ASSIGNMENT shall be construed as changing the role of COUNTY in operating and maintaining the aforementioned traffic signals and signal systems within the CITY'S JURISDICTION under the terms and conditions set forth in Traffic Signal Maintenance Agreement 40540 between the CITY and the COUNTY; and

WHEREAS, the PROJECT is within the geographical boundaries of the CITY, the City of Azusa, and the COUNTY; and

WHEREAS, the CITY and the COUNTY are willing to finance their respective shares of cost of PROJECT within their JURISDICTIONS; and

WHEREAS, the CITY is willing to finance its fixed jurisdictional share of the cost of the PROJECT by assigning Fourteen Thousand Nine Hundred and 00/100 Dollars (\$14,900.00) of its available Federal Surface Transportation Program-Local (STP-L) funds to the COUNTY in lieu of cash; and

WHEREAS, the COUNTY is willing to accept the CITY'S assignment of Federal STP-L funds and utilize the assignment as credit toward the CITY'S fixed jurisdictional share of cost of the PROJECT; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of Federal STP-L funds between public agencies; and

WHEREAS, such an assignment and exchange of funds is beneficial to and in the general interest of the CITY and the COUNTY.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the CITY and the COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To finance its fixed jurisdictional share of cost of PROJECT by assigning to the COUNTY a sum of Fourteen Thousand Nine Hundred and 00/100 Dollars (\$14,900.00) of the CITY'S available Federal STP-L funds. Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by CITY.
- b. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.

(2) COUNTY AGREES:

- a. To perform or cause to be performed the PROJECT in accordance with the current Manual on Uniform Traffic Control Devices.
- b. To accept the CITY'S fixed assignment of Fourteen Thousand Nine Hundred and 00/100 Dollars (\$14,900.00) in Federal STP-L funds as full and final consideration for CITY'S jurisdictional share of cost of PROJECT.
- c. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Upon completion of PROJECT, the aforementioned traffic signals modified or reconstructed as part of the PROJECT within the CITY will be maintained by the COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement 40540 between the CITY and the COUNTY.
- b. This AGREEMENT AND ASSIGNMENT may be amended or modified only by mutual written consent of the CITY and the COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- c. Any correspondence, communication, or contact concerning this AGREEMENT AND ASSIGNMENT shall be directed to the following:

CITY: Mr. William K. Tam
Public Works Director/City Engineer
City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706-2192

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- d. CITY agrees to indemnify, defend, and hold harmless COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected to CITY'S acts and/or omissions arising from and/or

relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of COUNTY.

- e. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- f. COUNTY agrees to indemnify, defend, and hold harmless CITY and its elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected to COUNTY'S acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of CITY.
- g. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT that is not within the CITY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized by the CITY OF IRWINDALE on _____, 2016, and by the COUNTY OF LOS ANGELES on _____, 2016.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

PATRICK OGAWA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF IRWINDALE

By _____
Mayor

Date _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

FEB 10 2016

AGENDA REPORT

Date: February 10, 2016

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: CITY OF IRWINDALE AUTHORIZATION FOR THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR PAYMENT PROGRAMS

City Manager's Recommendation:

That the City Council adopt Resolution No. 2016-06-2820 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS."

Analysis:

- 1) Irwindale has been a participant in the Beverage Container Recycling City/County Payment Program since 2003. In January 2016, CalRecycle staff notified the City that there will be changes made to the Beverage Container Recycling City/County Payment Program starting this cycle year as a result of findings in a California State Auditor report in 2014.
- 2) As outlined in the CalRecycle January notice to the City, the changes to this program will allow for increased fiscal accountability and alignment of the Program with CalRecycle's other payment programs. Additionally, the following proposed Program changes will be included in a public document to be discussed at CalRecycle's monthly public meeting on February 16, 2016:
 - a) Implement an approximate two year term for recipients to expend Program funds;
 - b) Allow jurisdictions to submit a regional Funding Request;
 - c) Require all recipients to submit an approved resolution;
 - d) Require authorized signatures with the submittal of a Funding Request and Expenditure Report;
 - e) Implement a proportionate cost methodology for all eligible materials/activities; and

- f) Require recipients to submit an Expenditure Report with supporting documentation for funds expended.

Per CalRecycle, whether or not these changes are implemented, applicants for this Program must submit an approved Resolution from the local governing body as part of the Funding Request.

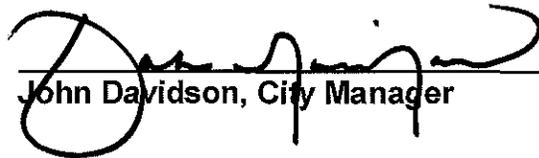
- 3) This program has been successful in creating awareness among the City residents and the public at large of the positive effects of beverage container recycling on the environment. Based on instructions received from CalRecycle, the City is required to submit an approved Resolution as part of the Funding Request for this Program. Based on past grant cycles, the City will be eligible to receive an annual amount of \$5,000.

Fiscal Impact: (Initial of CFO) See note 3 above.

Legal Impact: (Initial of Legal Counsel) None

Prepared by: Elizabeth Rodriguez, Public Works Analyst
Phone: (626) 430-2211

Reviewed by/Contact person: William Tam, Public Works Director/City Engineer
Phone: (626) 430-2212



John Davidson, City Manager

RESOLUTION NO. 2016-06-2820

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA
DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE)
FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS”**

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle’s procedures for administering payment programs require, among other things, an applicant’s governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council of the City of Irwindale authorizes the Department of Public Works to submit an application to CalRecycle for any and all payment programs offered; and

SECTION 2. That the Public Works Director/City Engineer, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

SECTION 3. That this authorization is effective until rescinded by the Signature Authority or this Governing Body.

PASSED, APPROVED and ADOPTED this 10th day of February, 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-06-2820 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 10th day of February 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

AGENDA REPORT

FEB 10 2016

Date: February 10, 2016
To: Honorable Mayor and Members of the City Council
From: John Davidson, City Manager
Subject: APPROVAL OF SPECIFICATIONS FOR SIDEWALK AND ACCESS
RAMPS PROJECT AT VARIOUS LOCATIONS

City Manager's Recommendation:

That the City Council (1) approve the specifications for the sidewalk and access ramps project at various locations; (2) authorize staff to solicit bids for construction of the project; and (3) find that the project is categorically exempt from the California Environmental Quality Act (CEQA).

Analysis:

1. The City Council adopted Resolution Nos. 2014-01-2661 and 2015-01-2730, approving the use of CDBG funds from prior years. Staff is requesting the Community Development Block Grant (CDBG) funding from fiscal years 2013-2014, 2014-2015, and 2015-2016 be utilized for the sidewalk and access ramps project at various locations during the 2015-2016 fiscal year.
2. On January 20, 2016, the Los Angeles County Community Development Commission approved the City's CDBG Project No. 601739-15 and the use of our CDBG funding for the Sidewalk and Access Ramps Project at various locations that are shown in Exhibit "A".
3. The specifications incorporate the latest funding requirements given by the County Community Development Commission. This project includes the following features:
 - a) Removal and reconstruction of five (5) existing access ramps with truncated domes at various locations to comply with latest ADA requirements.
 - b) Removal and reconstruction of approximately 377 square feet of broken sidewalk.
 - c) Removal of seven (7) concrete tree well covers.
 - d) Removal and reconstruction of 105 square feet of concrete driveway.
4. Funding for this project has been allocated in the current year CIP budget using CDBG funds from FY 2013-2014 through 2015-2016.

5. This project is considered categorically exempt as it falls under Section 15301 (c) of CCR, Title 14 "Guidelines for California Environmental Quality Act." – "Operation, repair, and maintenance of existing highways, streets, sidewalks, gutters, and pedestrian trails."
6. A set of the project's specifications is available for review in the City Engineer's Office.
7. Upon approval by the City Council, this project will be legally advertised in February 2016. It is expected that the award of contract will be scheduled for City Council consideration on March 9, 2016.

Fiscal Impact:  (Initial of CFO) See Note 4 above.

Legal Impact: _____ (Initial of Legal Counsel) None.

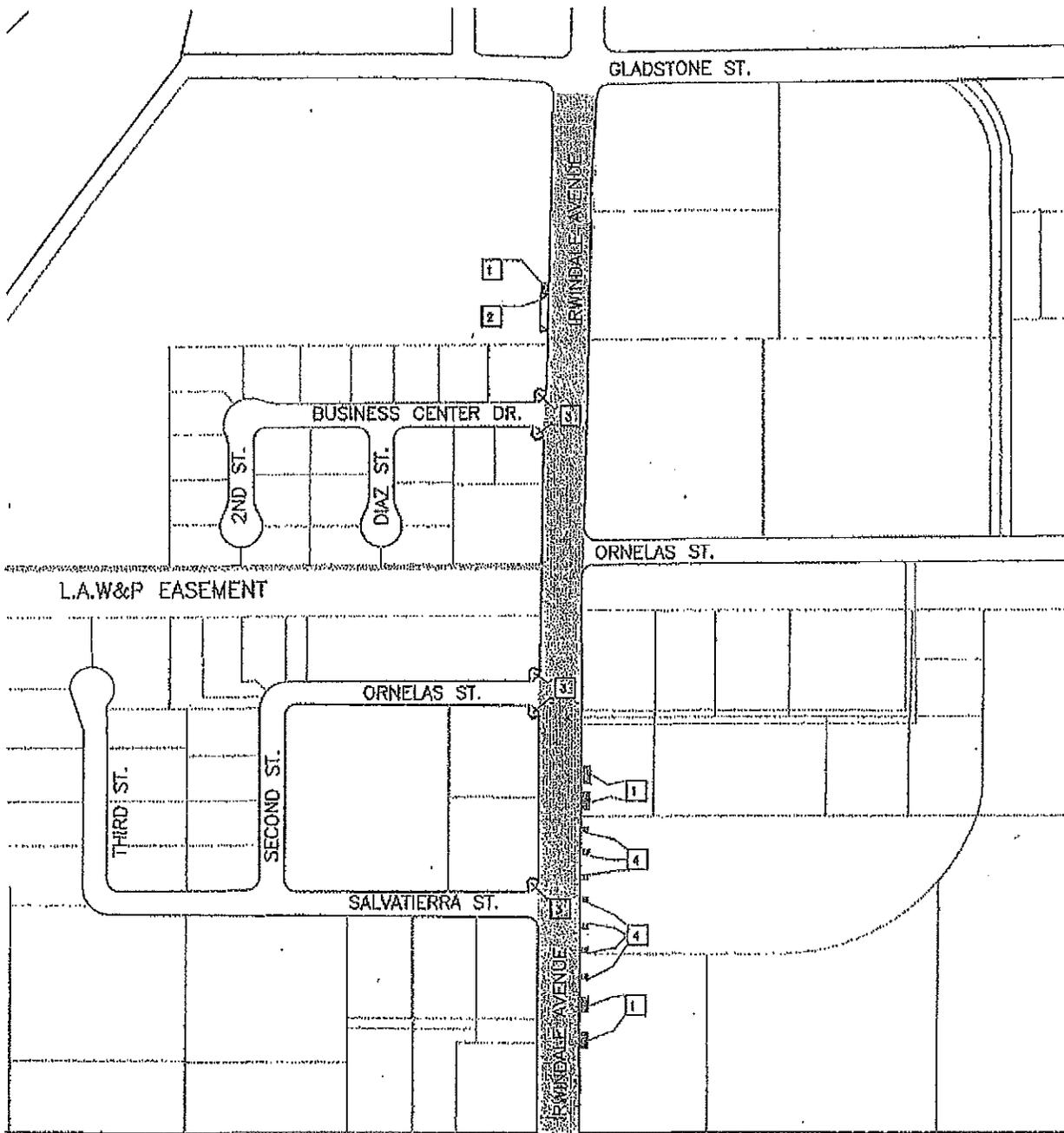
Prepared by: Elizabeth Rodriguez, Public Works Analyst
Phone: (626) 430-2211

Reviewed by/Contact person: William K. Tam, Public Works Director/City Engineer Phone (626) 430-2212.



John Davidson, City Manager

**PCC SIDEWALK AND ACCESS RAMPS REPLACEMENT PROJECT
VARIOUS LOCATIONS IN THE CITY OF IRWINDALE, CALIFORNIA**



- 1 Remove & Replace PCC Sidewalk
- 2 Remove & Replace PCC Driveway
- 3 Remove & Replace Access Ramp
Type 2 Case B of the Standard Drawings 111-5
- 4 Remove & Dispose PCC Tree Well Cover

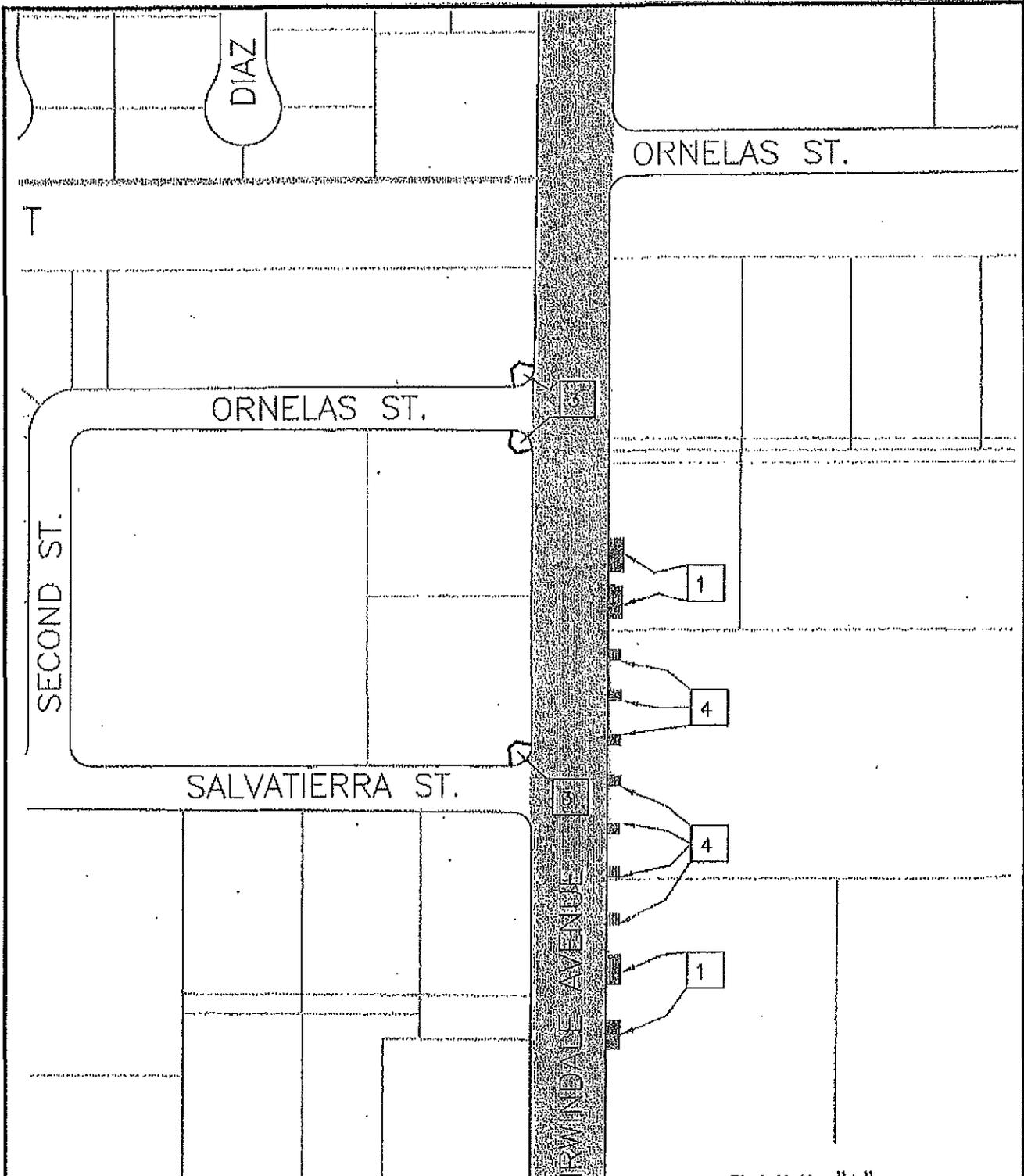


Exhibit "A"

CITY OF IRWINDALE

IMPROVEMENTS - CDBG FY-14-16
R/R ACCESS RAMPS & SIDEWALKS

Drawn by Francisco Carrillo	Checked by	Date 01/13/16
Public Works Department		SHEET 1 of 3



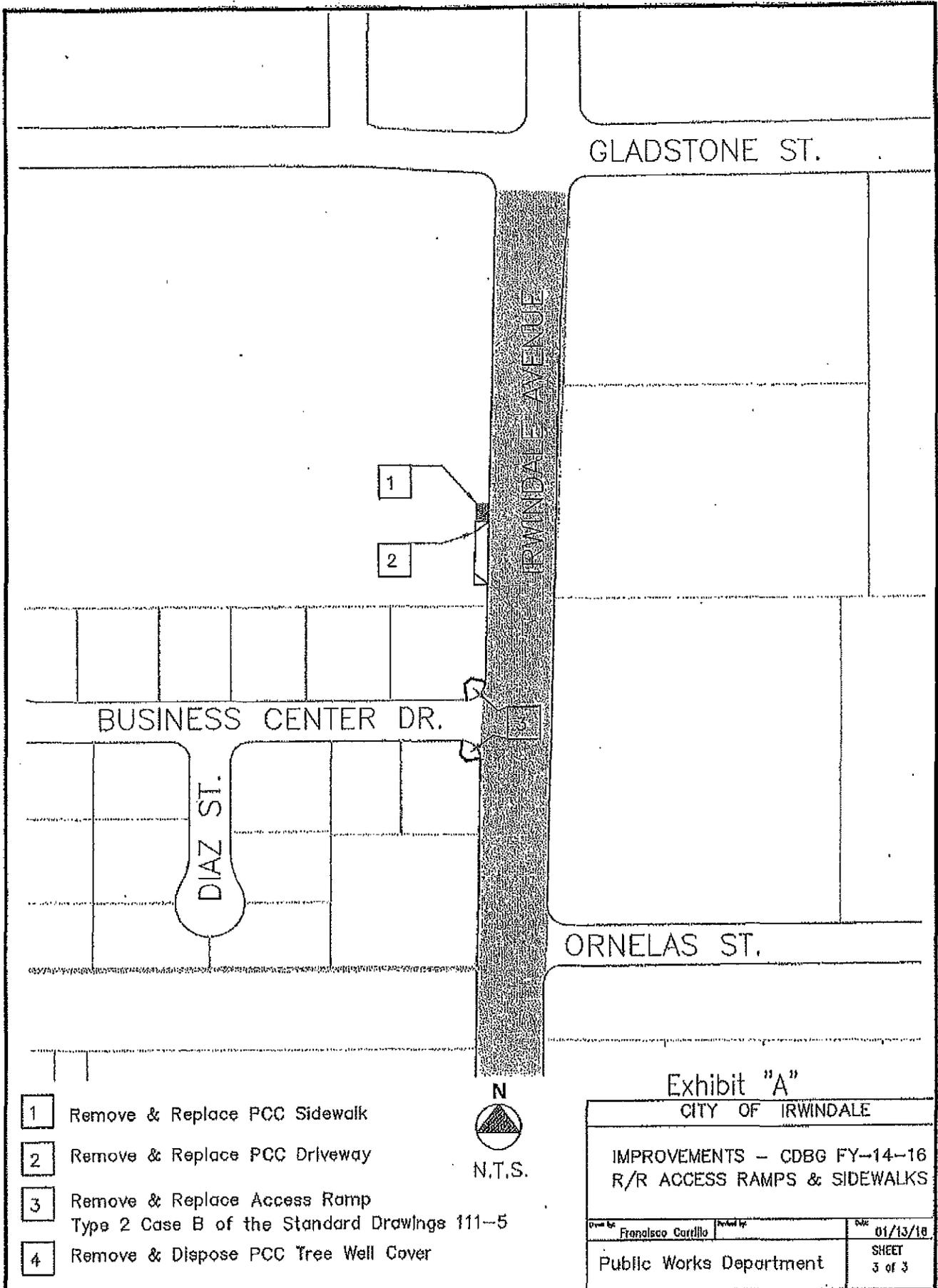
- 1 Remove & Replace PCC Sidewalk
- 2 Remove & Replace PCC Driveway
- 3 Remove & Replace Access Ramp
Type 2 Case B of the Standard Drawings 111-5
- 4 Remove & Dispose PCC Tree Well Cover

Exhibit "A"

CITY OF IRWINDALE

IMPROVEMENTS - CDBG FY-14-16
R/R ACCESS RAMPS & SIDEWALKS

Drawn by: Francisco Carrillo	Checked by:	Date: 01/13/16
Public Works Department		SHEET 2 of 3



- 1 Remove & Replace PCC Sidewalk
- 2 Remove & Replace PCC Driveway
- 3 Remove & Replace Access Ramp
Type 2 Case B of the Standard Drawings 111-5
- 4 Remove & Dispose PCC Tree Well Cover



Exhibit "A"

CITY OF IRWINDALE

IMPROVEMENTS - CDBG FY-14-16
R/R ACCESS RAMPS & SIDEWALKS

Drawn by Fragalaco Carrillo	Checked by	DATE 01/13/18
Public Works Department		SHEET 3 of 3

AGENDA REPORT

FEB 10 2016

Date: February 10, 2016
To: Mayor and Council Members
From: John Davidson, City Manager
Issue: 2nd Reading of Ordinance No. 701

City Manager's Recommendation: That the City Council **Adopt on second reading Ordinance No. 701** entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 15.30 "WATER EFFICIENT LANDSCAPE STANDARDS AND GUIDELINES" TO TITLE 15 OF THE IRWINDALE MUNICIPAL CODE TO BE CONSISTENT WITH STATE LAW" reading by title only and waiving further reading thereof.

Analysis: At its meeting of January 27, 2016, City Council introduced the above ordinance for first reading. The appropriate ordinance is attached and it would be in order to adopt the ordinance on second reading.

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact Person: Gus Romo, Community Development Director
Phone: 626-430-2206


John Davidson, City Manager

Attachment
Ordinance No. 701

ORDINANCE NO. 701

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE TO ADD CHAPTER 15.30 "WATER EFFICIENT LANDSCAPE STANDARDS AND GUIDELINES" TO TITLE 15 OF THE IRWINDALE MUNICIPAL CODE TO BE CONSISTENT WITH STATE LAW

A. RECITALS

WHEREAS, the waters of the State of California are of limited supply and are subject to ever increasing demands; and

WHEREAS, the continuation of economic prosperity is dependent on the availability of adequate supplies of water for future uses; and

WHEREAS, landscapes are essential to the quality of life in the State of California (the "State") and the City of Irwindale by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development; and

WHEREAS, landscape design, installation, maintenance, and management can and should be water efficient; and

WHEREAS, Article X, Section 2 of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served, and the right does not and shall not extend to waste or unreasonable method of use of water; and

WHEREAS, the recent drought has emphasized the need to be prudent in the use and conservation of water; and

WHEREAS, pursuant Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15), the California Water Commission approved an update to the State's Model Water Efficient Landscape Ordinance; and

WHEREAS, the State requires local agencies to adopt the 2015 State Model Ordinance or an ordinance that is "at least as effective" in conserving water; and

WHEREAS, to comply with State requirements, to provide consistency with other jurisdictions, and to ease use for applicants, the City desires to adopt the 2015 San Gabriel Valley Council of Government's Regional Model Ordinance, which is a regional Water Efficient Landscape Ordinance that is "at least as effective" as the State "2015 State Model Water Efficient Landscape Ordinance".

B. ORDINANCE

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF IRWINDALE
HEREBY ORDAINS AS FOLLOWS:**

SECTION 1: The City Council of the City of Irwindale does hereby find, determine, and declare that:

A. Allocation-based and tiered water rate structures allow public agencies to document water use in landscapes; and

B. Current local design practices in new landscapes strive to achieve the intent of the State Model Water Efficient Landscape Ordinance water use goals; and

C. All water services within the City are metered and billed based on the volume of use; and

D. All new irrigation controllers sold after 2015 within the City will be smart automatic irrigation controllers; and

E. Landscape plan submittal and review has been a long standing practice in the City of Irwindale, and

F. The local water purveyors for the City are implementing budget-based tiered rate structure billing and/or enforcement of water waste prohibitions for all existing metered landscape areas throughout their service area, which combined includes the entire City of Irwindale.

SECTION 2: Amendment to Title 15. Irwindale Municipal Code Title 15 "Buildings and Construction" is amended to add Chapter 15.30 "Water Efficient Landscape Standards and Guidelines" to read as follows:

WATER EFFICIENT LANDSCAPE STANDARDS AND GUIDELINES

Sections:

15.30.010 Purpose.

The purpose of this Chapter is to establish water efficient landscape regulations that are acceptable under Governor Brown's April 1, 2015 Drought Executive Order (B-29-15) and that are at least as effective in conserving water as the State Model Water Efficient Landscape Ordinance, in the context of conditions in the City, in order to ensure that landscapes are planned, designed, installed, maintained, and managed in a manner that uses water efficiently, encourages water conservation, and prevents water waste. The provisions of this Chapter shall be deemed to be controlling over the subject matter herein in the event of any conflict between this Chapter and any other provision in the Municipal Code.

15.30.020 Definitions.

For the purposes of this Chapter and the Guidelines for the implementation of this Chapter, the following terms are defined:

“City” means the City of Irwindale.

“City Manager” means the City Manager of the City or his or her designee.

“Aggregate landscape area” means the area undergoing development as one project for production home neighborhoods or other situations where multiple parcels are undergoing development as one project, but will eventually be individually owned.

“Applicant” means the person submitting a landscape documentation package. Applicants can be the property owner or his or her designee.

“Applied water” means the portion of water supplied by the irrigation system to the landscape.

“Budget-based tiered-rate structure” means tiered or block rates for irrigation accounts charged by the local water purveyor(s) in which the block definition for each customer is derived from lot size or irrigated area and the evapotranspiration requirements of landscaping.

“Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

“Estimated Applied Water Use” or “EAWU” means the average annual total amount of water estimated to be necessary to keep plants in a healthy state, calculated as provided in the Guidelines. It is based on the reference evapotranspiration rate, the size of the landscape area, plant water use factors, and the relative irrigation efficiency of the irrigation system.

“Evapotranspiration adjustment factor” or “ET adjustment factor” or “ETAF” means a measurement equal to the plant factor divided by the irrigation efficiency factor for a landscape project, as described in the Guidelines. The ETAF is calculated in the context of local reference evapotranspiration, using site-specific plant factors and irrigation efficiency factors that influence the amount of water that needs to be applied to the specific landscaped area.

“Guidelines” refers to the Guidelines for Implementation of the Water Efficient Landscape Ordinance, as approved by the City, which describes procedures, calculations, and requirements for landscape projects subject to this Chapter.

“Hardscapes” means any durable material or feature (pervious and non-pervious) installed in or around a landscaped area, such as pavements or walls. Pools and other water features are considered part of the landscaped area and are not considered hardscapes.

“Irrigation efficiency” or “IE” means the measurement of the amount of water beneficially used divided by the amount of water applied to the landscaped area. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum irrigation efficiency for purposes of this Chapter are 0.75 for overhead spray devices and 0.81 for drip systems.

“Landscaped area” means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance and Estimated Applied Water Use calculations. The landscaped area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

“Landscape contractor” means a person licensed by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

“Landscape documentation package” means the documents required to be provided to the City for review and approval of landscape projects subject to this Chapter, as described in the Guidelines.

“Landscape project” means total area of landscape improvements within a project, as provided in the definition of “landscaped area,” meeting the requirements under Section 15.30.030 of this Chapter.

“Landscape rehabilitation” means any re-landscaping project that meets the applicability criteria of Section 15.30.030(A) of this Chapter, where the aggregate modified landscape area is equal to or greater than 2,500 square feet or where the cumulative modified area is equal to or greater than 2,500 square feet if the modifications are planned to occur incrementally within one year.

“Landscape System” means a defined plan of landscaping and irrigation to be designed and implemented for a development project.

“Local agency” means a city or county, including a charter city or charter county, or local water purveyor that is authorized by the City to implement, administer, and/or enforce any of the provisions of this Chapter on behalf of the City. The local agency may be responsible for the enforcement or delegation of enforcement of this Chapter including, but not limited to, design review, plan check, issuance of permits, and inspection of a landscape project.

“Local water purveyor” means any entity, including a city, county, public agency, or private water company that provides retail water service. Local water purveyor shall also mean any entity that provides wholesale water service, for the purpose of Section 15.30.040(B) and Section 15.30.070.

“Maximum applied water allowance” or “MAWA” means the upper limit of annual applied water for the landscaped area as specified in Section 2.2 of the Guidelines. It is based upon the area’s reference evapotranspiration, the ET adjustment factor and the size of the landscaped area. The Estimated Applied Water Use shall not exceed the MAWA. $MAWA = (ET_o) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$

“Mined-land or reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

“New landscape” means a new building with a landscape or other new landscape such as a park, playground, or greenbelt without an associated building.

“Non-pervious” means any surface or natural material that does not allow for the passage of water through the material and into the underlying soil.

“Person” means any individual, firm, joint venture, joint stock company, partnership, public or private association, company, corporation, business trust, organization, public or private agency, government agency or institution, school district, college, university, any other user of water provided by the local water purveyor, or the manager, agent, officer, or employee thereof, or any other entity which is recognized by law as the subject of rights or duties.

“Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

“Permit” means an authorizing document issued by a local agency for new construction or rehabilitated landscape.

“Plant factor” or “plant water use factor” means a factor, when multiplied by ET_o , that estimates the amount of water needed by plants. For purposes of this Chapter, the plant factor range for very low water use plants is 0 to 0.1; the plant factor for low water use plants is 0 to 0.3; the plant factor range for moderate water use plants is 0.4 to 0.6; and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this Chapter are derived from the publication “Water Use Classification of Landscape Species.” Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

“Recycled water” means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.

“Reference evapotranspiration” or “ET_o” means a standard measurement of environmental parameters which affect the water use of plants. ET_o is expressed in inches per day, month, or year as represented in the Guidelines, and is an estimate of the evapotranspiration of a large field of four-to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowances.

“Smart automatic irrigation controller” means an automatic irrigation controller utilizing either evapotranspiration or soil moisture sensor data with non-volatile memory required for irrigation scheduling in all irrigation systems, recommending U.S. EPA WaterSense labeled devices as applicable.

“Special landscape area” or “SLA” means an area of the landscape dedicated solely to edible plants such as orchards and vegetable gardens; areas irrigated with recycled water; water features using recycled water; and recreational areas dedicated to active play where turf provides a playing surface, such as parks, sports fields, golf courses, and where turf provides a playing surface.

“Turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

“Valve” means a device used to control the flow of water in an irrigation system.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscaped area. Constructed wetlands used for on-site wastewater treatment, habitat protection or storm water best management practices that are not irrigated and used solely for water treatment or storm water retention are not water features and, therefore, are not subject to the water budget calculation.

15.30.030. Applicability.

- A. Beginning February 1, 2016 and consistent with Executive Order No. B-29-15, this Chapter applies to the following landscape projects:
 - 1. New landscape projects with an aggregate landscape area equal to or greater than 500 square feet, requiring a building or landscape permit, plan check or design review;

2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet, requiring a building permit or landscape permit, plan check or design review;
3. New or rehabilitated landscape projects with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this Ordinance or conform to the prescriptive measures contained in Appendix A of the Guidelines.
4. New or rehabilitated projects using treated or untreated graywater or rainwater capture on site, any lot or parcels within the project that has less than 2,500 square feet of landscape area and meets the lot or parcel's landscape water requirement (Estimated Total Water Use) entirely with the treated or untreated graywater or though stored rainwater capture on site is subject only to Appendix A of the Guidelines.

B. Section 15.30.060(B) of this Chapter regarding water waste applies to:

1. All landscaped areas, whether installed prior to or after January 1, 2010; and
2. All landscaped areas installed after February 1, 2016 to which Section 13.08.030(A) is applicable.

15.30.040. Exemptions.

A. This Chapter does not apply to:

1. Registered local, state, or federal historical sites;
2. Ecological restoration projects that do not require a permanent irrigation system;
3. Mined-land reclamation projects that do not require a permanent irrigation system; or
4. Plant collections, as part of botanical gardens and arboretums open to the public.

B. The requirements of this Chapter may be partially or wholly waived, at the discretion of the City Manager, for landscape rehabilitation projects that are limited to replacement of plantings with equal or lower water needs and where any modifications to the irrigation system do not require ministerial permits and the irrigation system is found to be designed, operable, and programmed consistent with minimizing water waste in accordance with local water purveyor(s)' regulations or programs.

15.30.050. Implementation Procedures.

- A. A Landscape Documentation Package is required to be submitted to the City for review and approval prior to the issuance of permits and prior to the start of construction. Any Landscape Documentation Package submitted to the City must comply with provisions of this Chapter and the Guidelines.
- B. The Landscape Documentation Package must include a certification by a landscape professional stating that the landscape design plan, soil management report, irrigation design plan, and water calculations have been prepared by or under the supervision of the landscape professional and are certified to be in compliance with the provisions of this Chapter.
 - 1. Landscape and irrigation plans must be submitted to the City for review and approval with appropriate water use calculations. Water use calculations must be consistent with calculations contained in the Guidelines.
 - 2. A Certification of Completion is required to verify compliance with the approved plans and must be obtained in conjunction with a Certificate of Use and Occupancy or a Permit Final, as provided in the Guidelines.

15.30.060. Landscape Water Use Standards.

- A. For applicable new landscape or landscape rehabilitation projects subject to Section 15.30.030(A) of this Chapter, the Estimated Applied Water Use allowed for the landscaped area may not exceed the MAWA calculated using an ET adjustment factor of 0.7, except for the portion of the MAWA applicable to any special landscape areas within the landscape project, which may be calculated using an ETAF of 1.0. Where the design of the landscaped area can be otherwise shown to be equivalently water efficient, the applicant may submit alternative or abbreviated information supporting the demonstration that the annual EAWU is less than the MAWA, at the discretion of and review and approval of the City.
- B. Irrigation of all landscaped areas must be conducted in a manner conforming to the rules and requirements of this Chapter, and is subject to penalties and incentives for water conservation and water waste prevention as determined and implemented by the local water purveyor(s) or as mutually agreed by local water purveyor(s) and the City.

15.30.070. Delegation.

The City may delegate to, or enter into an agreement with, one or more local agencies to implement, administer, and/or enforce any of the provisions of this Chapter on behalf of the City.

SECTION 3: Approval of Guidelines. The City Council hereby approves the Guidelines for Implementation of the City of Irwindale Water Efficient Landscape Ordinance, attached hereto as “**Exhibit A**” and incorporated herein by reference.

SECTION 4: Environmental Review. The City Council hereby determines that this Ordinance is exempt from review under the California Environmental Quality Act (“CEQA”) (California Public Resources Code Section 21000 et seq.), because pursuant to State CEQA Regulation 15307 (14 Cal. Code Regs., § 15307), this Ordinance is covered by the CEQA Categorical Exemption for actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. The adoption of this Ordinance will result in the enhancement and protection of water resources in the City, and will not result in cumulative adverse environment impacts. It is, therefore, exempt from the provisions of CEQA.

SECTION 5: Severability. If any section, subsection, phrase, or clause of this Ordinance shall be deemed by a court of competent jurisdiction to be invalid for any reason, the validity of the remaining sections, subsections, phrases, or clauses of this Ordinance shall not be affected thereby.

SECTION 6: Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. This Ordinance will go into effect thirty (30) days from its date of adoption.

SECTION 7: Publication. The City Clerk is directed to cause this Ordinance to be published in the manner required by law for summary publication.

PASSED, APPROVED, AND ADOPTED this 10th day of February 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, CMC, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 701 was duly introduced at a regular meeting of the Irwindale City

Council held on the 27th day of January 2016, and was duly approved and adopted on second reading at its regular meeting held on the 10th day of February 2016 by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

AGENDA REPORT

FEB 10 2016

Date: February 10, 2016
To: Honorable Mayor and City Council
From: John Davidson, City Manager
Issue: SCLC Grant Awarded for Library Broadband Implementation

City manager's Recommendation:

Adopt Resolution No. 2016-08-2822 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING LIBRARY GRANT REVENUES AND EQUIPMENT, AND APPROPRIATING FUNDS IN THE AMOUNT OF \$5,663.57 TO ASSIST WITH BROADBAND IMPLEMENTATION".

Analysis:

The Library has been successful in obtaining \$8,830 in grant monies and technology equipment to assist with the implementation of the Library's broadband connectivity service. The grant funds are administered by the Southern California Library Cooperative (SCLC) on behalf of the California State Library. Of the total grant, \$5,663.57 will be received as grant funds for the purchase of network firewall equipment. The remaining \$3,166.43 represents the value of network router equipment awarded to the Irwindale Library by SCLC for this project.

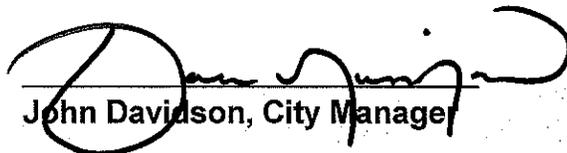
Fiscal Impact:

There is no impact to the General Fund. This is a grant for actual costs, whereby grant revenues will be recorded in the grant revenue account 01-00-000-33120-0000 which will offset costs appropriated to account 01-44-440-42240-3044.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Contact Person: Ryan Baker, City Librarian
Phone: 626-430-2228


John Davidson, City Manager

RESOLUTION NO. 2016-08-2822

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
RECORDING LIBRARY GRANT REVENUES AND EQUIPMENT, AND
APPROPRIATING FUNDS IN THE AMOUNT OF \$5,663.57 TO ASSIST WITH
BROADBAND IMPLEMENTATION**

WHEREAS, the Irwindale Public Library wishes to enhance the quality of service to the community by implementing high speed broadband internet networks; and

WHEREAS, the Irwindale Public Library has applied for and received grant funding and equipment awards representing a total value of \$8,830 from the California State Library for the purpose of assisting with broadband implementation.

NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines, and orders as follows:

SECTION 1. The California State Library grant funds be recorded as revenues and expenditures and be appropriated in the amount of \$5,663.57 for the purchase of broadband equipment, and that broadband equipment valued in the amount of \$3166.43 be received and recorded as City property.

SECTION 2. The Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED the 10th day of February 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-08-2822 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 10th day of February 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

AGENDA REPORT

COUNCIL AGENDA
ITEM LI

FEB 10 2016

Date: February 10, 2015

To: Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: Request to Approve Contract Amendment No. 4 for Harvey Consulting Group (HCG) LLC to prepare additional work needed to supplement the Traffic Impact Assessment (TIA) of the DEIR/RDEIR for the Proposed Materials Recovery Facility and Transfer Station with Applicant Arakelian Enterprises, Inc., dba Athens Services

City Manager's Recommendation:

That the City Council approve the attached Contract Amendment No. 4 with HCG LLC to prepare additional work needed to supplement the Traffic Impact Assessment (TIA) of the DEIR/RDEIR in order to complete the Final Environmental Impact Report (FEIR) for the development of a proposed materials recovery facility and transfer station on the 17.22-acre site located at 2200 Arrow Highway (APN 8535-001-911), which is currently owned by the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency.

Background:

A contract with HCG, LLC was approved by the City Council on August 22, 2012 in the amount of \$227,600 to complete an EIR for the project referenced above. The scope of services for this contract contained a place-holder for the traffic impact assessment and recognized that the level of effort for the DEIR was uncertain until the Project Description had been finalized by the Applicant and all scoping comments were received and evaluated. Since the original approval, a total of three amendments have been requested to increase the total budget. Contract Amendment No. 1 requested an additional \$79,200, bringing the contract total to \$306,800. Contract Amendment No. 2 requested an additional \$118,640, bringing the contract total to \$425,440. Contract Amendment No. 3 requested an additional \$70,000, bringing the contract total to \$495,440. The subject Contract Amendment No. 4 is requesting an additional \$12,500, bringing the contract total to \$507,940. All of these costs are covered 100% by the Applicant through a Project Reimbursement Agreement with the City, which was last modified and approved by the City Council on September 23, 2015 to add an additional \$100,000 to the deposit to cover HCG's costs as well as additional City Attorney costs.

The first contract amendment was necessary due to a revised scope of work, which included ramp and mainline analyses required by Caltrans, air quality and health risk assessments for the modified traffic assessment, a scoping meeting held on July 9,

2013, and cross-checking the DEIR with the 2009 draft, the 2011 administrative DEIR, and the 2012 Azusa FEIR.

The second contract amendment was required due to additional tasks undertaken in consultation and coordination with the City's legal counsel, additional traffic assessment requested by the City Engineer, and supplemental Project Description information provided by the Applicant that required major adjustments to the traffic, air quality, Health Risk Assessment (HRA) and Green House Gas (GHG) analyses.

The third contract amendment was requested due to the Applicant's revised scope of work for the re-circulated EIR. This included, but was not limited to, responding to the extensive comments to the re-circulated Draft EIR.

This fourth amendment is being requested to accommodate additional work needed to supplement the Traffic Impact Assessment (TIA) in order to support the responses to comments on the DEIR/RDEIR for the MRF/TS Project. The original TIA conducted in 2013 and based upon 2011 traffic counts will be updated as recommended by the City Engineer.

Fiscal Impact:

The entire cost for this consultant work will be covered by the Applicant through the Project's existing Project Reimbursement Agreement with the City. Although presently there are sufficient funds in the deposit account to cover the consultant's costs, an amendment to the Project Reimbursement Agreement may be presented at a future Council meeting for consideration.

Fiscal Impact:	 (Initial of CFO)
Legal Impact:	_____ (Initial of Legal Counsel)
Contact Person:	Gus Romo, Community Development Director 626.430.2206 gromo@ci.irwindale.ca.us


John Davidson, City Manager

Attachment: Contract Amendment No. 4 for services with HCG, LLC

**CITY OF IRWINDALE CITY COUNCIL
CONTRACT SERVICES AGREEMENT AMENDMENT NO. 4 FOR
ENVIRONMENTAL CONSULTING AND ADVISORY SERVICES WITH
HARVEY CONSULTING GROUP, LLC ENVIRONMENTAL CONSULTANTS**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 10th day of February, 2016, by and between the CITY OF IRWINDALE, a public body corporate and politic, (herein "City") and Harvey Consulting Group, LLC, a California Limited Liability Corporation (herein "Contractor").

RECITALS

WHEREAS, on or about August 22, 2012, the City and Contractor entered into that certain Contract Services Agreement ("Agreement"), not to exceed TWO HUNDRED TWENTY SEVEN THOUSAND SIX HUNDRED DOLLARS (\$227,600), for environmental consulting and advisory services to Prepare an Environmental Impact Report for Future Action on a Proposed Materials Recovery Facility and Transfer Station with Applicant Arakelian Enterprises, Inc., dba Athens Services;

WHEREAS, the scope of services for the Agreement contained a place-holder for the traffic impact assessment and recognized that the level of effort for the DEIR was uncertain until the Project Description had been finalized by the applicant, and all scoping comments were received and evaluated. Scoping was completed and all comments submitted were reviewed. The revised scope of work included ramp and mainline analyses required by Caltrans; air quality and health risk assessments for the modified traffic assessment; a Scoping Meeting held July 9, 2013; and cross checking the DEIR with the 2009 draft, the 2011 administrative DEIR, and the 2012 Azusa FEIR; and

WHEREAS, on August 28, 2013, Contractor received approval by the City Council for an increase in the Contract Sum of SEVENTY NINE THOUSAND TWO HUNDRED DOLLARS (\$79,200) as a first amendment to the Agreement to pay for ramp and mainline analyses required by Caltrans; air quality and health risk assessments for the modified traffic assessment; a Scoping Meeting held July 9, 2013; and cross checking the DEIR with the 2009 draft, the 2011 administrative DEIR, and the 2012 Azusa FEIR; thus bringing the contract total to \$306,800; and

WHEREAS, on June 25, 2014, Contractor received approval by the City Council for an additional increase in the Contract Sum ONE HUNDRED EIGHTEEN THOUSAND SIX HUNDRED FORTY DOLLARS (\$118,640) as a second amendment to the Agreement for additional tasks undertaken in consultation and coordination with the City's legal counsel, additional traffic assessment requested by the City Engineer, and supplemental Project Description information provided by the Applicant that required major adjustments to the traffic, air quality, Health Risk Assessment (HRA) and Green House Gas (GHG) analyses; thus bringing the contract total to \$425,440; and

WHEREAS, on December 9, 2015, Contractor received approval by the City

Council to amend the Agreement a third time to increase the Contract Sum by SEVENTY THOUSAND DOLLARS (\$70,000) to accommodate the Applicant's revised scope of work for the re-circulated EIR; thus bringing the contract total to \$495,440; and

WHEREAS, the City and the Contractor wish to amend the Agreement a fourth time to increase the Contract Sum by TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500) to accommodate additional work needed to supplement the Traffic Impact Assessment (TIA) in order to support the responses to comments on the DEIR/RDEIR for the MRF/TS Project. The original TIA conducted in 2013 and based upon 2011 traffic counts will be updated as recommended by the City Engineer, thus bringing the contract total to \$507,940; and

WHEREAS, the Project Reimbursement Agreement with the City and the Project Applicant was last modified and approved by the City Council on September 23, 2015 to add an additional \$100,000 to the deposit to cover the Contractor's costs as well as additional City Attorney costs.

NOW, THEREFORE, the parties hereto agree to amend the Agreement as follows:

1. Section 2.1 of the Agreement entitled "Contract Sum" shall be amended in its entirety to add an additional \$12,500 to the Contract Sum to read as follows:

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "A" and incorporated herein by this reference, but not exceeding FIVE HUNDRED SEVEN THOUSAND NINE HUNDRED FORTY DOLLARS (\$507,940.00) for the completion of the Draft and Final EIR in accordance with the requirements under this Agreement.

2. Section 5.1 of the Agreement entitled "Term" shall be amended in its entirety to read as follows:

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until terminated but not to exceed February 1, 2017.

3. Full Force and Effect. Except as expressly modified herein, all other provisions of the Agreement shall remain unmodified and in full force and effect.
4. Corporate Authority. The persons executing this Amendment No. 4 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) entering into this Amendment No. 4 does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment as of the date first written above.

CITY:

Irwindale, a public body corporate and politic

John Davidson, City Manager

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante
City Attorney

CONTRACTOR:

By: _____

Name: _____

Title: _____

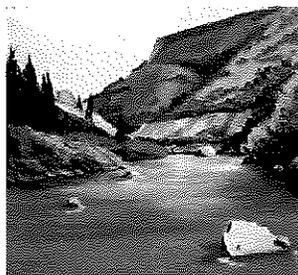
Address: _____

[END OF SIGNATURES]

ATTACHMENT "A"

SCOPE OF SERVICES

Letter Proposal Dated January 18, 2016



HCG, LLC
Environmental Consultants

January 18, 2016

Mr. Gus Romo
Community Development Director
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, California 91706

Re: Revised Traffic Impact Assessment Scope of Work and Budget for Contract
Amendment – Final Environmental Impact Report for the Irwindale Materials
Recovery Facility and Transfer Station Project

Dear Gus:

As we have discussed with you and John Fox, Urban Crossroads has provided the attached scope and budget for the additional work needed to supplement the Traffic Impact Assessment (TIA) to support the responses to comments on the DEIR/RDEIR for the MRF/TS Project. The additional one year delay that has occurred as the City and applicant worked out terms of their agreement has made this work necessary to update the original TIA conducted in 2013 and based upon 2011 traffic counts (as recommended by the City Engineer).

We have passed this on as a direct cost with no mark-up. Please let me know if you believe that any assumptions should be revisited, and thank you again for this opportunity to be of service to you and the City of Irwindale. Please don't hesitate to call me at (916) 799-6065 if you have any questions or need additional information.

Best regards,

Jeffrey G. Harvey, Ph.D.
Principal & Senior Scientist

Attachment: Urban Crossroads Scope and Budget Amendment, January 6, 2016

Harvey Consulting Group, LLC
Environmental Consultants

2810 Cazadero Drive, Carlsbad, California 92009
Phone: (916) 799-6065 / Email: Harvey-jeff@sbcglobal.net



PROPOSAL FOR SERVICES

January 6, 2016

Jeffrey G. Harvey, Ph.D.
HARVEY-MEYERHOFF CONSULTING GROUP
2810 Cazadero Drive
Carlsbad, California 92009

**Subject: Athens-Irwindale Materials Recovery Facility and Transfer Station
2016 Project TIA Report Revisions and ADEIR Traffic Section Revisions**

Dear Mr. Harvey:

Urban Crossroads Inc. will update the February 27, 2014 Traffic Impact Analysis, as well as the ADEIR traffic section for the Athens-Irwindale Materials Recovery Facility and Transfer Station, based upon 2014 traffic counts from available sources, supplemented by 2016 counts at up to four intersections. The updated traffic study will also incorporate revised cumulative datasets which account for local projects approved during the past year.

ADDITIONAL SCOPE OF WORK TASKS

The following scope of work tasks are required to complete the updated traffic study:

Task 17: Project TIA Report Revisions

\$8,900

- 17.1 Compile 2014 traffic counts from available sources, and determine intersection LOS at those locations.
- 17.2 Conduct 2016 traffic counts at up to four intersections, and determine intersections LOS at those locations.
- 17.3 Revise the cumulative traffic forecasts to account for local projects approved during the past year.
- 17.4 Determine LOS "D" Deficiencies and Impacts of Horizon Year (2035) Without and With Project Vehicle Density at Ramps and Mainline Segments, based upon updated traffic projections.
- 17.5 Revise the February 2014 TIA Report to incorporate updated traffic counts and new cumulative forecasts.
- 17.6 Submit the revised report for City and consultant team review, revise the document further as needed, and complete the final TIA report.

Mr. Jeff Harvey
HARVEY-MEYERHOFF CONSULTING GROUP
January 6, 2016
Page 2

Task 18: ADEIR Traffic Section Revisions

\$3,600

- 18.1 Revise the ADEIR Traffic Section to incorporate the updated traffic counts and new cumulative forecasts.
- 18.2 Submit the ADEIR Traffic Section for City and consultant team review, revise the document further as needed, and complete the final ADEIR Traffic Section.

Additional Project Services Total:

\$12,500

PROFESSIONAL FEES

The fee for the work outlined in this proposal is based upon personnel charges plus direct expenses as indicated in the attached Exhibit A. The total task performance fee to accomplish the above Scope of Work is \$12,500.

DELIVERABLES/TIMING

It is estimated that these additional traffic analysis components will be completed in **13** working days from the date of Client's authorization. Delays resulting from circumstances beyond our control, such as environmental occurrences, changes in the project description, and/or modifications in public/private policy may extend the time schedule. In the event this occurs, Urban Crossroads, Inc. will make the Client aware of such issues and adjust expectations accordingly.

LIABILITY

The Client agrees to limit Urban Crossroads, Inc.'s liability to the Client and any additional Contractors and Subcontractors on the project, due to Urban Crossroads, Inc.'s negligent acts, errors, or omissions, such that Urban Crossroads, Inc.'s total aggregate liability to all those named shall not exceed \$50,000 or Urban Crossroads, Inc.'s total professional fees for services rendered, whichever is greater. In the event that a lawsuit is brought for the enforcement of any of the terms of this agreement, the prevailing party should be entitled to attorney fees and costs in addition to any damages.

TERMS/RETAINER FEE

If agreeable, this letter serves as our mutual, contractual agreement and authorization to proceed. Client agrees to compensate Urban Crossroads on a Task Progress Basis (percentage of job completed) as subsequent work is completed.

Please sign one copy of this scope of work and return it to us for our files, or send us the agreements utilized by your company. We are looking forward to providing continued service to you on this project.

If you have any questions, please contact me directly at (949) 660-1994 ext. 211.

Mr. Jeff Harvey
HARVEY-MEYERHOFF CONSULTING GROUP
January 6, 2016
Page 3

Respectfully submitted,

URBAN CROSSROADS, INC.



John Kain, AICP
President

JK:rd

JN: 08517-22 UXR Budget for 2016 TIA Update

Attachment

CONTRACT APPROVAL:

Approved by:

Title:

Firm:

Date:

HARVEY-MEYERHOFF CONSULTING GROUP

EXHIBIT A

BILLING RATES FOR URBAN CROSSROADS, INC.

<u>Position</u>	<u>Hourly Rates</u>
Senior Principal	\$180 – 225
Principal	\$155 – 195
Associate Principal	\$135 – 170
Senior Associate	\$110 – 150
Associate	\$100 – 135
Senior Analyst	\$85 – 120
Analyst	\$70 – 105
Assistant Analyst	\$50 – 85
Senior Technician	\$55 – 90
Technician	\$45 – 80
Assistant Technician	\$35 – 70
Administrative Manager	\$75 – 110
Administrative Supervisor	\$60 – 95
Administrative Assistant	\$45 – 80

General

- (1) Reimbursable direct costs, such as reproduction, supplies, messenger service, long-distance telephone calls, travel, and traffic counts will be billed at cost plus ten (10) percent.
- (2) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent.
- (3) Client payment for professional services is not contingent upon the client receiving payment from other parties.
- (4) Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of the receipt by client of statement. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law.

AGENDA REPORT

FEB 10 2016

Date: February 10, 2016

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: Request to Approve a Memorandum of Understanding and Authorization for the City to Participate in the Golden Streets Festival Working Group to Share Resources and Collaborate in the Planning and Hosting of the Golden Streets Festival Taking Place on June 26, 2016

City Manager's Recommendation:

That the City Council approve and authorize the City of Irwindale (City) to enter into a Memorandum of Understanding (MOU) to participate in the "626 Golden Streets Festival Working Group" (GSFWG) to share resources and collaborate in the planning and hosting of the Golden Streets Festival together with the Cities of South Pasadena, Pasadena, San Marino, Arcadia, Monrovia, Duarte, and Azusa, which will take place on June 26, 2016.

Background/Analysis:

In the Spring of 2014, the Los Angeles County Metropolitan Transportation Authority (Metro) released a Request for Proposals designating \$2 million in competitive funding for Los Angeles County cities to host events pertaining to "Open Streets", some of which have been dubbed "Ciclovía". The City of South Pasadena submitted an application with "Bike San Gabriel Valley" (BikeSGV), a non-profit bicycling advocacy group, to host an open streets event along a 19-mile route running through at least eight jurisdictions and coincide with the grand opening of Metro's Gold Line Foothill extension to Azusa. On June 18, 2014, Metro awarded \$393,600 to the City of South Pasadena for the San Gabriel Valley Golden Streets Festival to be shared among the participating cities.

On August 31, 2015, the City of South Pasadena submitted an application to the Mobile Source Air Pollution Reduction Review Committee (MSRC) for their 2015 Local Government Match Program to request additional funds for direct costs associated with hosting the Golden Streets Festival, such as marketing materials, traffic enforcement, rentals, planning staff, and insurance. On November 6, 2015, MSRC awarded \$320,000 to the City of South Pasadena for the Golden Streets Festival, once again to be shared among the participating cities.

The grant funds will be used to fund the entire 19-mile stretch of the 626 Golden Streets event from South Pasadena to Azusa. The only costs to each city will be in terms of a 20% in-kind match, which includes all of the coordination that has been spent thus far by the Community Development Department. Additional monies to create hubs throughout the route will be provided through sponsorship opportunities from local businesses. The City of

Irwindale anticipates a hub adjacent to the Gold Line station, which will consist of business promotional booths, food vendors, music and other forms of entertainment typically associated with street festivals.

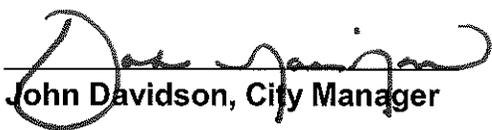
The MOU was drafted to formalize the creation of a working group and coordinate planning activities. Representatives from each of the cities have been meeting on a monthly basis and will continue to do so until the date of the event. Further, staff is in the process of establishing an in-house Golden Streets committee made up of city staff members and outside volunteers to ensure a successful event.

Fiscal Impact:

A Funding Plan for Fiscal Year 2015-16 was drafted by the City of South Pasadena and is included as an attachment to the MOU. The amount identified for the City of Irwindale in the attached MOU will be increased since the initial route planning did not take into account a hub at the Irwindale Gold Line station, which has since been adjusted.

Per South Pasadena's Project Manager, Margaret Lin, the allocation of the Metro funds will be divided among the participating cities based on the length and number of street closures that exist within each jurisdiction to help pay for the labor/staff time associated with the planning and hosting of the event. The equipment needed for traffic control and other aspects of the event (portable toilets, etc.) will be handled by one joint contract on behalf of the participating jurisdictions. The goal is to reduce the costs for equipment by combining the rentals into one contract. Once the Irwindale segment of the route has been finalized, the funding allocation will be recalculated based on the final approved route length and number of street closures.

Fiscal Impact:  (Initial of CFO)
Legal Impact: _____ (Initial of Legal Counsel)
Contact Person: Gus Romo, Community Development Director 626.430.2206 gromo@ci.irwindale.ca.us


John Davidson, City Manager

Attachment: Golden Streets Working Group Memorandum of Understanding Proposed Overall Route and Irwindale Route Detail

**A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITIES OF
ARCADIA, AZUSA, DUARTE, IRWINDALE, MONROVIA, SAN MANRINO,
AND SOUTH PASADENA AND COUNTY OF LOS ANGELES TO SHARE
RESOURCES TO PLAN AND HOST THE GOLDEN STREETS FESTIVAL
THROUGH THE CREATION OF A "GOLDEN STREETS
WORKING GROUP"**

WHEREAS, on June 26, 2014, the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board approved the 2014 Open Streets Grant Program providing Congestion Mitigation Air Quality ("CMAQ") Funds for one-day events that close the street to automotive traffic and open them to people to walk or bike ("Open Street Event"). Further, the LACMTA Board approved that LACMTA serve as the pass through agency of the CMAQ Funds with local cities; and

WHEREAS, the City of South Pasadena (Grantee) and Bike San Gabriel Valley (BikeSGV) were successful in securing \$393,600 in CMAQ funds from the LACMTA county-wide "Open Streets Event" program to host the Golden Streets Festival for outreach, pre-event planning, and day of event staging costs; and

WHEREAS, the Golden Streets Festival, which qualifies as an "Open Street Event," for the use of the LACMTA pass through of CMAQ funds, will promote active transportation and complete street concepts in conjunction with the grand opening of the Gold Line Foothill Extension in Spring 2016; and

WHEREAS, LACMTA will advance local funds up to \$393,600, to the Grantee for the Golden Streets Festival and then submit requests, based on Grantee's invoices to Caltrans for reimbursement with CMAQ Funds; and

WHEREAS, the Grantee understands that the CMAQ Funds provided herein are subject to the federal grant agreement between the California Department of Transportation and LACTMA (Federal Grant); and

WHEREAS, Grantee shall be subject to, and shall comply with, all requirements of the Federal Grant and other applicable requirements of the United States Department of Transportation (USDOT), the United States Department of Labor (USDOL), and Caltrans. In addition, the Grantee shall comply with all requirements of LACMTA so that LACMTA can fulfill its responsibilities as the grantee under the Federal Grant and as the pass-through agency; and,

WHEREAS, the LACMTA "Open Streets Event" program requires a 20% in-kind or local fund match of the total cost of the event; and

WHEREAS, the Grantee shall utilize the local grant funds for non-infrastructure costs of implementing the Golden Streets Festival. Per the funding guidelines, physical infrastructure costs associated with the event are not eligible for reimbursement; and

WHEREAS, not more frequently than once a month, the Grantee will prepare and submit to LACMTA a Request for Reimbursement for allowable costs incurred; and

WHEREAS, each Request for Reimbursement must be submitted on Grantee's letterhead and shall include an invoice number and report the total expenditures, specify the percent and amount of CMAQ Funds to be reimbursed, the total amount of Local Match expended and include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement; and

WHEREAS, the State Legislature signed Assembly Bill 2766 in September 1990 providing the South Coast Air Quality Management District (SCAQMD) within the Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects; and

WHEREAS, the City of South Pasadena and BikeSGV were successful in securing \$320,000 from the MSRC 2015 Local Government Match Program for direct costs associated with the Golden Streets Festival such as: marketing materials, traffic enforcement, rentals, planning staff, insurance, and permits; and,

WHEREAS, MSRC will match Subvention Funds and additional funding sources dollar for dollar in an amount not to exceed \$320,000; and

WHEREAS, MSRC match funds will be distributed on a reimbursement basis upon completion of the approved project and submittal of all required reports and invoices; and

WHEREAS, the cities of Arcadia, Azusa, Duarte, Irwindale, Monrovia, San Marino, and South Pasadena, and the County of Los Angeles (collectively referred to as the "Cities" or individually referred to respectively as "Partner City") have partnered together to host a 19.12 mile contiguous open streets event on Sunday, June 26, 2016 from South Pasadena to Azusa (referred to herein as the "Golden Streets Festival"); and

WHEREAS, the Cities will be responsible for street closures, vehicular detour plans, outreach, event staging, and public safety within their own jurisdiction; and

WHEREAS, the Cities desire to work jointly and collaboratively to share monetary, staffing, and other resources in planning and hosting the Golden Streets Festival, and desire to formalize their relationship through the creation of a "Golden Streets Working Group" or "Working Group" to coordinate their activities; and

WHEREAS, nothing in this MOU should be construed as creating a Joint Powers Agreement or Joint Powers Agency as would otherwise be authorized under California Government Code §§6500 as the Parties do not intend such a relationship.

NOW, THEREFORE, the Cities hereto agree as follows:

1. **CREATION OF THE "GOLDEN STREETS WORKING GROUP"** - There is hereby created a "Golden Streets Working Group" established for the purpose of combining resources (financial, staffing and other in-kind) in order to plan and host the Golden Streets Festival. The Working Group shall be composed of the City Manager, or designee, from each Partner City.
2. **MANAGEMENT OF OPERATIONS** - The City Managers (or their designees) from each Partner City shall be authorized to consider and direct, by majority vote the use of resources that are available to the Working Group consistent with the functions and purposes of the planning and hosting of the Golden Streets Festival.
 - a. **VOTING** - Each City Manager (or his/her designee) shall have one (1) vote on matters within the Working Group's subject matter jurisdiction. A majority vote shall be necessary to approve any policy, position or decision of the Working Group.
 - FIDUCIARY AGENT** - The City of South Pasadena shall act as the "Fiduciary Agent" of the Working Group. The Fiduciary Agent will hold the financial contributions received on behalf of the Working Group and shall be responsible for the management and safekeeping of grant funding awarded to the Golden Streets Festival. Said contributions shall be held in trust and shall be accounted for on an apportioned basis such that, at any time, it can be readily determined the balance of each Partner Cities' contribution. Subject to direction of the Working Group, the Fiduciary Agent shall pay expenses of the Working Group and shall report regularly to the Working Group the funding and grant status of the Golden Streets Festival. The Fiduciary Agent shall retain 5% of each of the CMAQ funds and MSRC grant funds for these administrative services.
3. **CONTRIBUTIONS** - Each Partner City shall contribute to the 20% in-kind match for the funds received through the LACMTA grant. Contributions shall be determined based on the length of the route and the number of street closures in each Partner City as shown in Exhibit A. The available funding to each city will be determined after the shared expenditures and the 5% administrative fee has been provided to the Fiduciary Agent for their costs associated with the administration of the CMAQ funds.
4. **CONSULTANT WORK** - The Working Group may enlist the work of independent contractors, consultants, vendors, and other professionals to assist in the planning and operations of the Golden Streets Festival as set forth in the recitals herein. Such consultant(s) shall not be employees of the Working Group nor of any Partner City but shall be engaged by the Fiduciary Agent on behalf of the Working Group. The consultant(s) shall provide

indemnification, hold harmless and additional insured coverage in the manner and amounts as set forth by the Working Group naming each respective Partner City.

5. **ALLOCATION OF FUNDS** – The Working Group will authorize the Fiduciary Agent to enter into contracts for the planning, implementation, and hosting of the Golden Streets Festival. Any remaining LACMTA funds that have not been expended on behalf of the Working Group for shared resources or purchases will be allocated to individual Partner Cities based on length of the route and the number of street closures within their respected jurisdictions for any additional costs associated with the Golden Streets Festival.
6. **INDEMNIFICATION** - Each Partner City to this MOU is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an MOU as defined by Section 895 of the Government Code, the Partner Cities as between themselves, pursuant to the authorization contained in Government Code Sections 985.4 and 895.6 will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above stated purpose, each party indemnifies and holds harmless the other party solely by virtue of Government Code Section 895.2. The provision of California Civil Code Section 2778 is made a part hereto as if fully set forth herein. Each Partner City certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOU. Each Partner City also certifies that is has adequate self-insured retention of funds to meet any obligation arising from this MOU. Each Partner City will be responsible for its own actions in providing services under this MOU in connection with the Golden Streets Festival within its jurisdiction and shall not be liable for any civil liability that may arise from the furnishing of services by any other Partner City within that Partner City's jurisdiction.
7. **DISSOLUTION** - Upon completion of the purposes of this MOU, or as determined by the Partner Cities, at any time, this MOU may be terminated and the Working Group dissolved.
8. **NOTICE TO PARTIES (AUTHORIZED REPRESENTATIVES)** - Notices given pursuant to the requirements of this MOU shall be by personal service upon the Partner City to be notified by writing upon such notice being deposited into the custody of the United States Postal Service addressed as follows:

City of Arcadia
City Manager
240 West Huntington Drive
Arcadia, CA 91066

City of Azusa
City Manager
213 East Foothill Boulevard
Azusa, CA 91702

Golden Streets Working Group MOU

City of Duarte
City Manager
1600 Huntington Drive
Duarte, CA 91010

City of San Marino
City Manager
2200 Huntington Drive
San Marino, CA 91108

City of Irwindale
City Manager
5050 North Irwindale Avenue
Irwindale, CA 91706

City of South Pasadena
City Manager
1414 Mission Street
South Pasadena, CA 91030

City of Monrovia
City Manager
415 South Ivy Avenue
Monrovia, CA 91016

County of Los Angeles
Public Works Deputy Director
900 S. Fremont Ave.
Alhambra, CA 91803

9. **AMENDMENTS** - This MOU may be amended upon unanimous action by each respective Partner City's city manager.

Golden Streets Working Group MOU

IN WITNESS WHEREOF, the Parties hereto have caused MOU to be executed by their duly authorized representatives:

CITY OF ARCADIA:

Dominic Lazzaretto, City Manager

Date

CITY OF AZUSA:

Troy Butzlaff, City Manager

Date

CITY OF DUARTE:

Darrell George, City Manager

Date

CITY OF IRWINDALE:

John Davidson, City Manager

Date

CITY OF MONROVIA:

Oliver Chi, City Manager

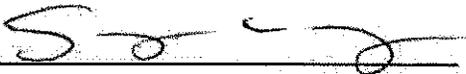
Date

CITY OF SAN MARINO:

John Schaefer, City Manager

Date

CITY OF SOUTH PASADENA:



Sergio Gonzalez, City Manager

1-6-16

Date

COUNTY OF LOS ANGELES:

Pat Proano, Deputy Director

Date

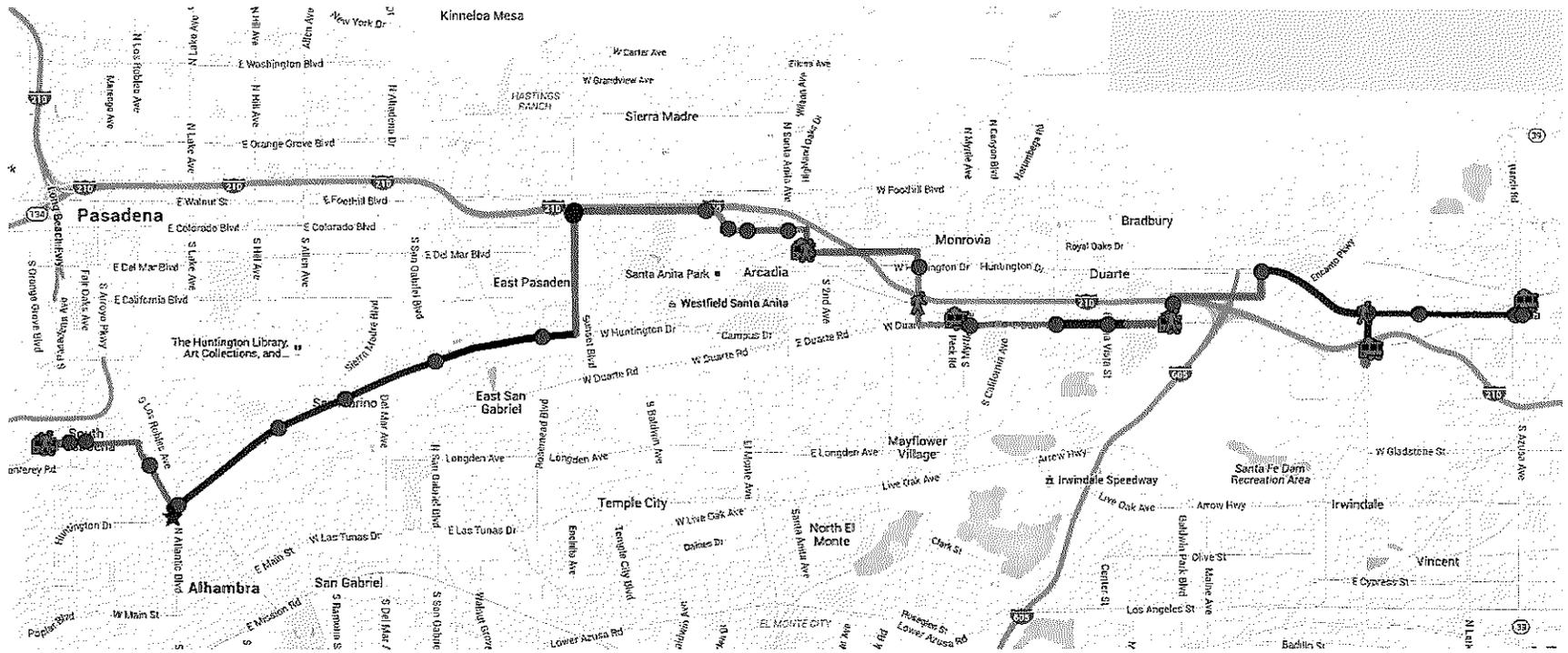
**EXHIBIT A
GOLDEN STREETS FESTIVAL
FUNDING ALLOCATION PLAN
FISCAL YEAR 2015-16**

Metro Grant Award: \$393,600
Less Administrative Fee (5%): \$373,920

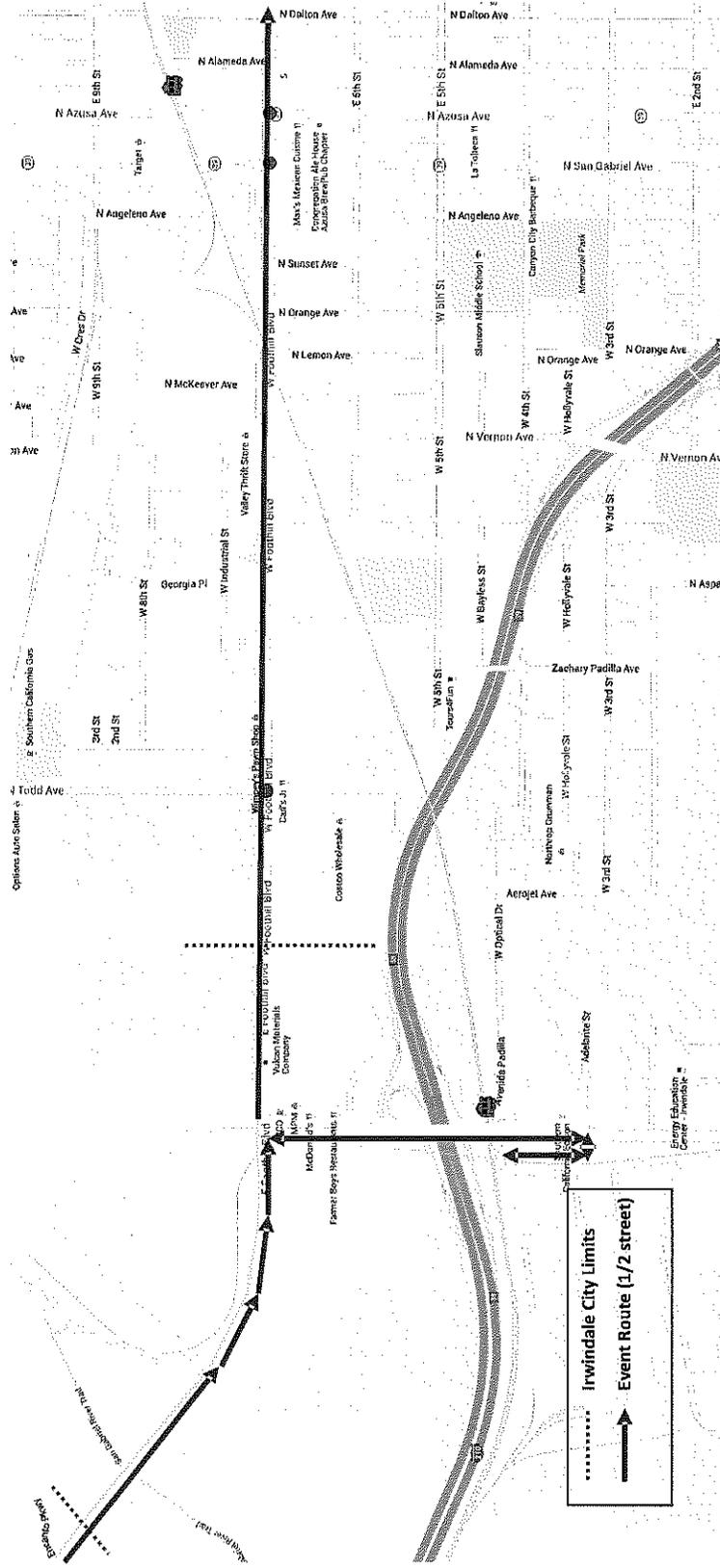
<u>Partner City</u>	<u>Route Length</u>	<u># of Hard Closures</u>	<u># of Soft Closures</u>	<u>Funding Allocation*</u>	<u>Maximum Funding Allocation</u>	<u>In-Kind Match Requirement</u>
Arcadia	4.30	27	4	21%	\$78,523.20	\$20,664.00
Azusa	1.87	10	3	10%	\$37,392.00	\$9,840.00
Duarte	3.00	23	3	17%	\$63,566.40	\$16,728.00
Irwindale	1.51	1	1	2%	\$7,478.40	\$1,968.00
Monrovia	2.66	12	3	11%	\$41,131.20	\$10,824.00
San Marino	2.92	22	3	17%	\$63,566.40	\$16,728.00
South Pasadena	1.63	19	5	17%	\$63,566.40	\$16,728.00
Los Angeles County	1.28	7	1	5%	\$18,696.00	\$4,920.00
Total	19.17	121	23	100%	\$373,920.00	\$98,400.00
* $Route\ Length + 2(\#\ of\ Hard\ Closures) + 4(\#\ of\ Soft\ Closures) = 100\%$						

MSRC Grant Award: \$320,000
Less Administrative Fee (5%): \$304,000

626 Golden Streets Event Route (As of Feb. 1, 2016)



Proposed "626 Golden Streets" Route through Irwindale



IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

Successor Agency Agenda
Item 1A1
February 10, 2016

JANUARY 27, 2016
WEDNESDAY
5:30 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL: Present: Councilmembers Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda

Also present: John Davidson, City Manager; Fred Galante, City Attorney; Anthony Miranda, Police Chief; William Tam, Director of Public Works / City Engineer; Eva Carreon, Director of Finance; Gus Romo, Director of Community Development; Natalie Nocom, Acting Human Resources Manager, and Laura Nieto, Deputy City Clerk

RECESS TO CLOSED SESSION

At 5:30 p.m., the Successor Agency recessed to Closed Session to discuss the following:

Conference with Real Property Negotiators
Pursuant to California Government Code Section 54956.8

Property: 242 Live Oak Avenue
Negotiating Parties: Successor Agency and Panattoni
Under Negotiations: Price and terms

ACTION: Update given, direction provided; no further reportable action taken

RECONVENE IN OPEN SESSION

At 8:24 p.m., the Successor Agency reconvened in Open Session.

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION A motion was made by Councilmember Burrola, seconded by Mayor Breceda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A1 MINUTES

MINUTES

The following minutes were approved as presented:

- 1) Regular meeting of January 13, 2016

ITEM NO. 1B WARRANTS

WARRANTS

The warrants were approved.

ITEM NO. 1C
INVESTMENT
QUARTERLY REPORT –
DECEMBER 31, 2015

INVESTMENT QUARTERLY REPORT – DECEMBER 31, 2015
(Joint Items on City Council & Housing Authority)

The Investment Quarterly Report for December 31, 2015, was received and filed.

ITEM NO. 1D
CONSIDERATION OF
RESOLUTION
APPROVING A
RECOGNIZED
OBLIGATION PAYMENT
SCHEDULE AND
ADMINISTRATIVE
BUDGET FOR
JULY 1, 2016,
THROUGH
JUNE 30, 2017

CONSIDERATION OF RESOLUTION NO. SA 2016-0502819 OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JULY 1, 2016, THROUGH JUNE 30, 2017

RESOLUTION NO.
SA 2016-05-2819
ADOPTED

Resolution No. SA 2016-05-2819, entitled:

“A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017,” was adopted.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:25 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

Accounts Payable

Checks by Date - Summary By Check Number

City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
58643	ROSENO	Rosenow Spevacek Group Inc	01/28/2016	6,387.50
58644	SOUTHE02	Southern California Edison-	01/28/2016	15.25
Report Total:				6,402.75

HOUSING AGENDA
ITEM 1A

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

FEB 10 2016

JANUARY 27, 2016
WEDNESDAY
8:25 P.M.

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL: Present: Authority Members Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Vice Chair Albert F. Ambriz; Chair Mark A. Breceda

Also present: John Davidson, Executive Director; Fred Galante, Authority Attorney; William Tam, Director of Public Works / City Engineer; Eva Carreon, Finance Director; Fred Galante, Authority Attorney; Anthony Miranda, Chief of Police; Gus Romo, Director of Community Development; Natalie Nocom, Acting Human Resources Manager; and Laura Nieto, Assistant Authority Secretary

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Authority Member Ortiz, seconded by Authority Member Burrola, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting of January 13, 2016.

ITEM NO. 1B
INVESTMENT
QUARTERLY REPORT

INVESTMENT QUARTERLY REPORT – DECEMBER 31, 2015
(Joint Items on City Council & Successor Agency)

The Investment Quarterly Report for December 31, 2015, was received and filed.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:26 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary