



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

AUGUST 24, 2016

5:30 P.M. - CLOSED SESSION

6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

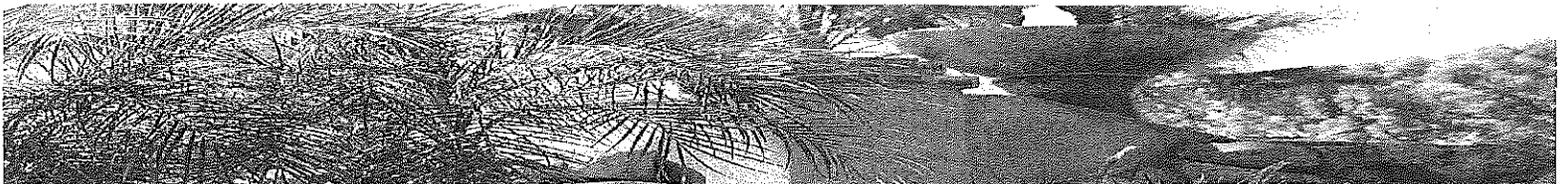
CLOSED SESSION – CITY HALL CONFERENCE ROOM
REGULAR MEETING – CITY HALL COUNCIL CHAMBER

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 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.

Case Number: LASC Case Number KC 066276

2. Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

A) Property: 2428 Mountain Avenue
Negotiating Parties: IMD Development and Housing Authority
Under Negotiation: Price and terms of sale
Conflict of Interest: Breceda and Garcia

B) Property: 2424 Mountain Avenue
8534-001-901
Negotiating Parties: Successor Agency and IMD Enterprises, LLC
Under Negotiation: Price and Terms
Conflict of Interest: Breceda and Garcia

3. Public Employee Performance Evaluation

Pursuant to California Government Code Section 54957

Title: City Manager

4. Conference with Legal Counsel--Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (3) of subdivision (d) of Section 54956.9

Number of cases: One

ADJOURN

OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Larry G. Burrola, 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**
 - 1. Introduction of new Principal Planner Marilyn Simpson
- J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**
 - 1. Chamber of Commerce Business of the Month – Two Men and a Truck
 - 2. Presentation to Irwindale Police Officers' Association from SoCal Athletics 10U
 - 3. Presentation of GFOA Award – Certificate of Achievement for Excellence in Financial Reporting
 - 4. Recognition of the Irwindale Young Citizen of the Year Participants

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 August 10, 2016

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Issue Request for Proposals (RFP for Tow Services)

Recommendation: Adopt **Resolution No. 2016-54-2868**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR TOW SERVICES"

D. Destruction of City Records

Recommendation: Receive and file the list of records which are eligible for destruction as they have surpassed their retention periods, per the City's adopted Records Retention Schedule.

E. Rejection of Claim – Karen Wu vs. City of Irwindale

Recommendation: Reject the claim of Karen Wu v. City of Irwindale and direct staff to send a standard letter of rejection.

F. Cancellation of November 23, 2016, and December 28, 2016, City Council Meetings

Recommendation: Approve the cancellation of the regular City Council (and its agencies) meetings scheduled for November 23, 2016, and December 28, 2016.

G. Appropriation of Funds and Approve Issuance of Purchase Order for the Purchase of Barracuda Backup Server 890

Recommendation: 1) Approve **Resolution No. 2016-49-2863**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING \$29,796.17 AND APPROVING THE PURCHASE OF THE BARRACUDA BACKUP SERVER 890," and 2) approve the issuance of a purchase order to Intelli-Tech in an amount not to exceed \$29,796.17.

H. Declaration of Surplus Property

Recommendation: Determine that the equipment described in the list attached to the staff report is surplus property and authorize the City Manager or his designee to dispose of the property in accordance with Section 3.44.150 of the Irwindale Municipal Code.

I. Approve Resolution No. 2016-53-2867 to Appropriate Funds to Complete a Comprehensive Classification and Compensation Study

Recommendation: Adopt **Resolution No. 2016-53-2867** appropriating funds to complete a comprehensive classification and compensation study of all full-time and part-time position classifications, in an amount not-to-exceed \$59,800.

J. Approve Issuance of Purchase Orders for the Purchase of Microsoft Office 2016 Licenses and Computers for the Police Department and Library

Recommendation: 1) Approve the issuance of a purchase order to HPC Computers USA Inc. in an amount not to exceed \$40,942.58 for the Police Department and Library Staff Computers, and 2) approve the issuance of a purchase order to CDW-G in an amount not to exceed \$30,459.40 for the Microsoft Office 2016 Licenses.

K. 2nd Reading of Ordinance No. 705

Recommendation: Adopt second reading of **Ordinance No. 705**, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING DEVELOPMENT AGREEMENT NO. 01-2015 BETWEEN CITY OF IRWINDALE AND MT. OLIVE STORAGE, LLC, TO ALLOW THE INSTALLATION OF A V-SHAPED, TWO-PANEL, DIGITAL DISPLAY BILLBOARD AT THE SOUTH POINT OF PROPERTY LOCATED AT 2500 E. CENTRAL AVENUE (APN: 8604-018-002) CURRENTLY OCCUPIED BY THE MT. OLIVE SELF-STORAGE FACILITY EAST OF THE I-605 FREEWAY AND NORTH OF THE I-210 FREEWAY IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF; AND FINDING THE PROJECT EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT," reading by title only and waiving further reading thereof.

L. Approve Purchase of New Glock Semi-Automatic Handguns and Safariland Holsters for Sworn Personnel and Waive Formal Bidding Procedure

Recommendation: **Adopt Resolution No. 2016-51-2865** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DECLARING USED POLICE DEPARTMENT SERVICE WEAPONS AS SURPLUS AND AUTHORIZING DISPOSITION OF THE SURPLUS" and **adopt Resolution No. 2016-55-2869** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PURCHASE OF THIRTY FIVE (35) HANDGUNS/HOLSTERS TOTALING \$20,195.71 AND WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(C)" reading by title only and waiving further reading thereof.

M. Approval of Parcel Map No. 73909 – Alderson Development

Recommendation: Approve Parcel Map No. 73909 and authorize the City Clerk, City Treasurer and the City Engineer to sign the map on behalf of the City; and direct the City Engineer to submit Parcel Map No. 73909 to the Los Angeles County Registrar Recorder's office for recordation and return a recorded copy of this Tract Map to the City Clerk's office.

2. **NEW BUSINESS**

A. Substantial Conformance Determination for Proposed Modification to the Exterior Building Elevations for Site Plan & Design Review No. 02-2015, of a Speculative Light Industrial Business Park totaling Approximately 192,700 square feet on Property Located at 4224/4342 Alderson Avenue and 14808/14910 Los Angeles Street

Recommendation: Make a Substantial Conformance Determination for a proposed modification to the building elevations for Site Plan & Design Review Permit No. 02-2015, and adopt **Resolution No. 2016-52-2866** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE MAKING A SUBSTANTIAL CONFORMANCE DETERMINATION FOR PROPOSED MODIFICATIONS TO THE EXTERIOR BUILDING ELEVATIONS FOR SITE PLAN & DESIGN REVIEW PERMIT NO. 02-2015, WHICH WAS APPROVED BY THE CITY COUNCIL ON JULY 13, 2016, TO ALLOW FOR CONSTRUCTION AND OPERATION OF A SPECULATIVE LIGHT INDUSTRIAL BUSINESS PARK TOTALING 192,700 SQUARE FEET ON PROPERTY LOCATED AT 4224/4342 ALDERSON AVENUE AND 14808/14910 LOS ANGELES STREET" reading by title only and waiving further reading thereof.

3. **OLD BUSINESS**

4. **PUBLIC HEARINGS**

- A. An Ordinance of the City Council of the City of Irwindale Amending Chapter 13.04 Sanitary Sewer and Industrial Waste of the Irwindale Municipal Code and Adopting by Reference Division 2 of Title 20 of the Los Angeles County Code, As Amended, Pertaining to Sanitary Sewer and Industrial Waste, together with Certain Amendments, Additions, and Deletions, including Industrial Waste Control Program Fees and Penalties and Repealing All other Ordinance or Portions of Ordinances in Conflict Therewith, Pursuant to Government Code Section 50022.2 ET SEQ.

Recommendation: 1) Conduct a public hearing for public comments; 2) **adopt on second reading Ordinance No. 704** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTER 13.04 SANITARY SEWER AND INDUSTRIAL WASTE OF THE IRWINDALE MUNICIPAL CODE AND ADOPTING BY REFERENCE DIVISION 2 OF TITLE 20 OF THE LOS ANGELES COUNTY CODE, AS AMENDED, PERTAINING TO SANITARY SEWER AND INDUSTRIAL WASTE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS, INCLUDING INDUSTRIAL WASTE CONTROL PROGRAM FEES AND PENALTIES AND REPEALING ALL OTHER ORDINANCE OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ" reading by title only and waiving further reading thereof; and 3) direct the Department of Public Works to file the amended ordinance with Los Angeles County.

- B. Public Hearing – Adoption of a Resolution Finding the City to be in Conformance with the Congestion Management Plan

Recommendation: Pending public testimony, **adopt Resolution No. 2016-45-2859** entitled, "A RESOLUTION OF THE IRWINDALE CITY COUNCIL FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL IMPLEMENTATION REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089" reading by title only and waiving further reading thereof and direct the City Clerk to transmit a fully-executed copy of the approve Resolution No. 2016-45-2859 and the Local Development Report to the Los Angeles County Metropolitan Transportation Authority (MTA) by September 1, 2016.

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 August 10, 2016

B. Warrants

Recommendation: Approve

C. Purchase and Sale Agreement (PSA) for Acquisition and Development of the Property Located at 15768 Arrow Highway (APN 8417-035-902) Conflict of Interest: Brededa

Recommendation: Continue this item to the regular meeting of September 14, 2016.

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 August 10, 2016

B. Valley County Water District Development Agreement – 15000 E. Hidalgo Street

Recommendation: 1) **Approve Resolution No. HA 2016-06-059**, "A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING A DEVELOPMENT AGREEMENT WITH VALLEY COUNTY WATER DISTRICT FOR INSTALLATION OF WATER MAIN AND FIRE HYDRANT TO BE LOCATED AT 15000 E. HIDALGO STREET," reading by title only and waiving further reading thereof; and 2) Authorize the Executive Director to execute the Development Agreement, subject to review and approval as to form by Authority Counsel;

2. NEW BUSINESS

Update on Mayans Housing Project (Requested by Ortiz, Verbal)

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 August 24, 2016 be posted at the City Hall, Library, and Post Office on August 18, 2016.

Laura M. Nieto, CMC

Laura M. Nieto, CMC
Deputy City Clerk

COUNCIL AGENDA

ITEM (A)

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

AUG 24 2016

AUGUST 10, 2016
WEDNESDAY
5:33 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; Eva Carreon, Director of Finance; William Tam, Director of Public Works / City Engineer; Gus Romo (arrived at 7:29 p.m.), Director of Community Development; Mary Hull, Human Resources Manager, and Laura Nieto, Deputy City Clerk

RECESS TO CLOSED SESSION

At 5:35 p.m., the City Council recessed to Closed Session to discuss the following:

Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Colin Tanner, Labor Counsel

Employee Organizations: IMEA, ICEA, IPOA

ACTION: Update provided; no reportable action taken.

Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

Name of Case: City of Irwindale v. Huy Fong Foods, Inc.
Case Number: BC 621610

ACTION: Discussed; update provided; no further reportable action taken (Councilmember Ortiz abstained, left the Closed Session room, and did not participate).

Public Employee Performance Evaluation

Pursuant to California Government Code Section 54957

Title: City Manager

ACTION: Discussed; direction provided; no further reportable action taken.

RECONVENE IN OPEN SESSION

At 6:40 p.m., the City Council reconvened in Open Session.

**CHANGES TO THE
AGENDA**

CITY ATTORNEY
GALANTE

City Attorney Galante noted that an item of potential litigation arose subsequent to the posting of the agenda, which would require a motion, second, and an affirmative 2/3 vote from the Council in order to add it to the Closed Session agenda for discussion. The item surrounds potential Brown Act issues.

MOTION

A motion was made by Mayor Breceda, seconded by Mayor Pro Tem Ambriz, to deny the addition of the matter to the Closed Session agenda.

MOTION

A substitute motion was made by Councilmember Burrola, seconded by Councilmember Ortiz, to add the matter to the Closed Session agenda. The motion failed, with Councilmembers Burrola and Ortiz in support, and Councilmember Garcia, Mayor Pro Tem Ambriz, and Mayor Breceda opposed.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

ANNOUNCEMENTS

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz requested to open and close the Council meeting in memory of Stella Breceda. He also requested to discuss the extension of the swimming pool hours at the next Council meeting.

MAYOR BRECEDA

Mayor Breceda thanked city residents and staff for their support after the recent passing of his mother.

COUNCILMEMBER
BURROLA

Councilmember Burrola noted his attendance at the Young Citizen of the Year ceremony and congratulated Brandon Fraijo and all of the participants of the event.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz noted that he also attended the event and expressed his pride in each of the participants' efforts and accomplishments. He then requested an update on the housing project as soon as possible, and asked about the protocols for adjourning and cancelling City Council meetings.

MAYOR BRECEDA

Mayor Breceda suggested that City Attorney Galante discuss the subject of protocols for adjourning and cancelling Council meetings at the next meeting. He also recognized the participants of the Young Citizen Competition and advised that they will be recognized at a future meeting.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

INTRODUCTION OF
NEW CITY
LIBRARIAN SHAYNA
BALLI

INTRODUCTION OF NEW CITY LIBRARIAN SHAYNA BALLI

The introduction was made.

INTRODUCTION OF
NEW POLICE OFFICER
ILSE GALINDO

INTRODUCTION OF NEW POLICE OFFICER ILSE GALINDO

The introduction was made.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

CHAMBER OF
COMMERCE BUSINESS
OF THE MONTH –
IRWINDALE EVENT
CENTER

CHAMBER OF COMMERCE BUSINESS OF THE MONTH –
IRWINDALE EVENT CENTER

The presentation was made.

PRESENTATION TO
IRWINDALE POLICE
OFFICERS' ASSOC.
FROM 10U WEST
COVINA ALL STARS

PRESENTATION TO IRWINDALE POLICE OFFICERS'
ASSOCIATION FROM 10U WEST COVINA ALL STARS

The presenters were not present; the presentation was not made.

**SPONTANEOUS
COMMUNICATIONS**

TERRY CHICO

Terry Chico thanked Chief Miranda for raising breast cancer awareness through the Pink Patch Project.

VIRGINIA DIAZ

Virginia Diaz spoke on the visibility impairment that exists near her driveway and requested that the city paint the curb red to help prevent further auto accidents. She also noted that motorists that drive on her street do not obey speed laws.

MAYOR BRECEDA

Mayor Breceda noted that staff would look into it.

CITY MANAGER
DAVIDSON

City Manager Davidson advised that he has received a call from Mayor Pro Tem Ambriz regarding this issue and that he has communicated with Director Tam to suggest a solution. He also advised that he has spoken with Chief Miranda regarding speeding motorists.

MARGARITA VARGAS

Margarita Vargas spoke on meeting protocols.

CONSENT CALENDAR

MOTION A motion was made by Councilmember Burrola, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with the exception of Item No. 1O, which was removed for separate consideration. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES
The following minutes were approved:

- 1) Regular meeting held June 22, 2016.
- 2) Regular meeting held July 13, 2016

ITEM NO. 1B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL
The warrants / demands / payroll were approved.

ITEM NO. 1C
INVESTMENT QUARTERLY REPORT

INVESTMENT QUARTERLY REPORT – JUNE 30, 2016 (Joint Item on Successor Agency & Housing Authority agendas, continued from July 27, 2016)

The Investment Quarterly Report for June 30, 2016, was received and filed.

ITEM NO. 1D
DECLARATION OF SURPLUS EQUIPMENT

DECLARATION OF SURPLUS EQUIPMENT (Continued from July 27, 2016)

The equipment described in the list attached to the staff report was determined to be surplus property and the City Manager or his designee was authorized to dispose of the property in accordance with Section 3.44.150 of the Irwindale Municipal Code.

ITEM NO. 1E
DESTRUCTION OF CITY RECORDS

DESTRUCTION OF CITY RECORDS (Continued from July 27, 2016)

The list of records attached to the staff report, which listed the records that are eligible for destruction as they have surpassed their retention periods, per the City's adopted Records Retention Schedule, was received and filed.

ITEM NO. 1F
APPROVAL OF CONTRACT AMENDMENT NO. 2 TO THE EXISTING CONTRACT WITH TETRA TECH BAS GEOSCIENCE FOR

APPROVAL OF CONTRACT AMENDMENT NO. 2 TO THE EXISTING CONTRACT WITH TETRA TECH BAS GEOSCIENCE FOR THE MANNING PIT GRADING AND REMEDIATION PROJECT (Continued from July 27, 2016)

- 1) The terms and conditions as set forth in the Contract Agreement originally entered into between the Irwindale Community Redevelopment Agency and Tetra Tech BAS Geo-Science for the

THE MANNING PIT
GRADING AND
REMEDATION
PROJECT

Geotechnical Monitoring Services for the Manning Pit Grading and Remediation Project, was accepted, and 2) the City Manager was approved and authorized to execute Contract Amendment No. 2 on behalf of the City for additional Geotechnical Monitoring and Testing Services.

ITEM NO. 1G
AWARD OF CONTRACT
FOR IRWINDALE AVE.
RESURFACING
PROJECT

AWARD OF CONTRACT FOR IRWINDALE AVENUE
RESURFACING PROJECT (Continued from July 27, 2016)

The City Manager was authorized to enter into an agreement with Sully-Miller Contracting Company in the amount of \$351,728.00 for the Irwindale Avenue Resurfacing Project.

ITEM NO. 1H
AWARD OF
PROFESSIONAL
CONTRACT
AGREEMENT FOR
TOPOGRAPHIC
AND/OR
HYDROGRAPHIC
SURVEY OF ELEVEN
SAND AND GRAVEL
MINES

AWARD OF PROFESSIONAL CONTRACT AGREEMENT FOR
TOPOGRAPHIC AND/OR HYDROGRAPHIC SURVEY OF ELEVEN
(11) SAND AND GRAVEL MINES; P-927

A professional contract in the amount of \$83,000 was awarded to Johnson-Frank and Associates for the Topographic and/or Hydrographic survey of eleven (11) sand and gravel mines and the City Manager was authorized to execute the contract on behalf of the city.

ITEM NO. 1I
APPROVE PURCHASE
OF A 2015 HONDA
MOTORCYCLE AND
WAIVE FORMAL
BIDDING PROCEDURES

APPROVE PURCHASE OF A 2015 HONDA POLICE
MOTORCYCLE ST1300PAF AND WAIVE FORMAL BIDDING
PROCEDURES

RESOLUTION NO.
2016-44-2858
ADOPTED

Resolution No. 2016-44-2858, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PURCHASE OF ONE 2015 HONDA POLICE MOTORCYCLE ST1300PAF IN THE AMOUNT OF \$31,882.65 WHICH INCLUDES THE PURCHASE AND OUTFITTING OF ONE POLICE MOTORCYCLE AND WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(C),” was adopted, reading by title only and waiving further reading thereof.

ITEM NO. 1J
RESOLUTION -
CONFLICT OF
INTEREST CODE

RESOLUTION NO. 2016-46-2860 – CONFLICT OF INTEREST
CODE

RESOLUTION NO.
2016-46-2860
ADOPTED

Resolution No. 2016-46-2860, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING RESOLUTION NO. 2008-63-2335 AND ESTABLISHING A CONFLICT OF INTEREST CODE FOR DESIGNATED CITY PERSONNEL,” was adopted, reading by title only and waiving further reading thereof.

ITEM NO. 1K
ACCEPTANCE OF
PUBLIC WORKS
CONSTRUCTION
CONTRACT – THE
REPLACEMENT AND
REMODELING OF
RECREATION CENTER
RECEPTION COUNTER

ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION
CONTRACT – THE REPLACEMENT AND REMODELING OF
RECREATION CENTER RECEPTION COUNTER

Changes in the work were ratified and the improvements and maintenance responsibility for the constructed improvements of the replacement and remodeling of Recreation reception counter were accepted, and the final construction contract amount of \$41,449.28 was approved; and the release of the retention in the Amount of \$5,756.78 for the project was authorized.

ITEM NO. 1L
GOLD LINE FOOTHILL
EXTENSION PROJECT
MOU REGARDING A
FUTURE POLICE
SUBSTATION

GOLD LINE FOOTHILL EXTENSION PROJECT – MEMORANDUM
OF UNDERSTANDING (MOU) REGARDING A FUTURE POLICE
SUBSTATION

1) An MOU between the City of Irwindale and Metro Gold Line Foothill Extension Construction Authority regarding the development of a future police substation at the Gold Line Station was approved and 2) the City Manager’s approval of this MOU on behalf of the city was ratified.

ITEM NO. 1M
CREATION OF
PART-TIME CODE
ENFORCEMENT
ADMINISTRATIVE
ASSISTANT POSITION
TO REPLACE
APPROVED
CONTRACT POSITION

CREATION OF PART-TIME CODE ENFORCEMENT
ADMINISTRATIVE ASSISTANT POSITION TO REPLACE
APPROVED CONTRACT POSITION

RESOLUTION NO.
2016-47-2861
ADOPTED

Resolution No. 2016-47-2861, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CREATION OF A NEW PART-TIME, NON-BENEFITTED CODE ENFORCEMENT ADMINISTRATIVE ASSISTANT POSITION TO REPLACE THE CONTRACT POSITION APPROVED UNDER THE FY 2016-2017 BUDGET AND DIRECTING THE FINANCE DEPARTMENT TO MAKE ADJUSTMENTS TO THE CURRENT YEAR BUDGET TO REFLECT SAID CHANGE AND MEMORIALIZING THE CITY

COUNCIL'S APPROVAL OF THE FULL-TIME PRINCIPAL PLANNER POSITION," was adopted.

ITEM NO. 1N
CITY CLASSIFICATION
AND COMPENSATION
STUDY – AWARD OF
CONTRACT

CITY CLASSIFICATION AND COMPENSATION STUDY – AWARD OF CONTRACT

A contract was awarded to Ralph Anderson & Associates to complete a comprehensive classification and compensation study of all full-time and part-time position classifications, in an amount not to exceed \$59,800.

END OF CONSENT CALENDAR

ITEM NO. 1O
APPROVAL OF MOU
WITH THE CITY OF
SANTA MONICA
POLICE DEPARTMENT
FOR POLICE
SUPPLEMENTAL
SERVICES

APPROVAL OF MOU WITH THE CITY OF SANTA MONICA
POLICE DEPARTMENT FOR POLICE SUPPLEMENTAL
SERVICES

CHIEF MIRANDA

Chief Miranda provided brief background information on this item and discussed the staff report.

COUNCILMEMBER
ORTIZ

Responding to a question by Councilmember Ortiz, Chief Miranda advised that any overtime costs would not be borne by Irwindale.

RESOLUTION NO.
2016-48-2862
ADOPTED

Resolution No. 2016-48-2862, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE MOU WITH THE CITY OF SANTA MONICA FOR POLICE SUPPLEMENTAL SERVICES," was adopted, reading by title only and waiving further reading thereof, thereby authorizing the City Manager to sign the MOU for supplemental law enforcement services, on the motion of Councilmember Ortiz, seconded by Mayor Breceda, and unanimously approved.

NEW BUSINESS

ITEM NO. 2A
ORDINANCE
AMENDING SANITARY
SEWER AND
INDUSTRIAL WASTE
OF THE IRWINDALE
MUNICIPAL CODE
AND ADOPTING
BY REFERENCE
THE L.A. CO. CODE
AS AMENDED,

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTER 13.04 SANITARY SEWER AND INDUSTRIAL WASTE OF THE IRWINDALE MUNICIPAL CODE AND ADOPTING BY REFERENCE DIVISION 2 OF TITLE 20 OF THE LOS ANGELES COUNTY CODE, AS AMENDED, PERTAINING TO SANITARY SEWER AND INDUSTRIAL WASTE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS, INCLUDING INDUSTRIAL WASTE CONTROL PROGRAM FEES AND PENALTIES AND REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO

PERTAINING TO
SANITARY SEWER
AND INDUSTRIAL
WASTE, TOGETHER
WITH CERTAIN
AMENDMENTS,
ADDITIONS, AND
DELETIONS,
INCLUDING
INDUSTRIAL WASTE
CONTROL PROGRAM
FEES AND PENALTIES
AND REPEALING ALL
OTHER ORDINANCES
OR PORTIONS OF
ORDINANCES IN
CONFLICT THEREWITH,
PURSUANT TO GOVT.
CODE

GOVERNMENT CODE SECTION 50022.2 *ET SEQ.*

DIRECTOR TAM

Director Tam discussed the staff report.

COUNCILMEMBER
GARCIA

Responding to a question by Councilmember Garcia regarding encroachment fees, Director Tam advised that the city and the county have multiple agreements and each of those agreements has its own fee program and, by proposing to amend this, it will be tied to the current fee program, which will bring it to current program standards.

ORDINANCE NO. 704
INTRODUCED ON
FIRST READING

Ordinance No. 704, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTER 13.04 SANITARY SEWER AND INDUSTRIAL WASTE OF IRWINDALE MUNICIPAL CODE AND ADOPTING BY REFERENCE DIVISION 2 OF TITLE 20 OF THE LOS ANGELES COUNTY CODE, AS AMENDED, PERTAINING TO SANITARY SEWER AND INDUSTRIAL WASTE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS INCLUDING INDUSTRIAL WASTE CONTROL PROGRAM FEES AND PENALTIES REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 *ET SEQ.*,” was introduced on first reading, reading by title only and waiving further reading thereof, on the motion of Councilmember Ortiz, seconded by Councilmember Burrola, and unanimously approved.

OLD BUSINESS

None.

PUBLIC HEARINGS

ITEM NO. 4A
PROPOSED
ORDINANCE
(DEVELOPMENT
AGREEMENT): NEW
FREEWAY-ORIENTED
DIGITAL BILLBOARD
AT MT. OLIVE
STORAGE FACILITY
SITE AT 2500 E.
CENTRAL AVENUE

PROPOSED ORDINANCE NO. 705 (DEVELOPMENT
AGREEMENT NO. 01-2015): NEW FREEWAY-ORIENTED
DIGITAL BILLBOARD AT MT. OLIVE STORAGE FACILITY SITE
AT 2500 E. CENTRAL AVENUE

CITY ATTORNEY
GALANTE

City Attorney Galante discussed the staff report.

OPEN
PUBLIC HEARING

At 7:19 p.m. Mayor Breceda opened the public hearing for
comments.

VIRGINIA DIAZ

Virginia Diaz asked whether every billboard display needs to be
approved by the Council, to which City Attorney Galante advised
that the Council has limitations as to what it can and cannot prohibit.
Ms. Diaz noted that she has previously complained about the
subject matter of some billboards, to which City Attorney Galante
suggested that any violations to prohibitions be reported.

PAULINE ACOSTA

Responding to a question by Pauline Acosta, City Attorney Galante
noted that this does not cost the city anything. The fee that is paid to
the city covers the costs of impacts of the billboard.

TOM BEA

Tom Bea, owner, thanked the Council and staff for working with
them and expressed his desire to work with the city.

CLOSE
PUBLIC HEARING

There being no additional speakers, Mayor Breceda closed the
public hearing at 7:22 p.m.

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Mayor
Breceda, to:

FIRST READING OF
ORDINANCE NO. 705

Introduce **Ordinance No. 705**, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE, COUNTY OF LOS ANGELES, CALIFORNIA,
APPROVING DEVELOPMENT AGREEMENT (DA) NO. 01-2015;
AN APPLICATION FOR APPROVAL TO INSTALL A TWO-PANEL,
FREEWAY-ORIENTED DIGITAL BILLBOARD ON PROPERTY
OCCUPIED BY MT. OLIVE STORAGE AND LOCATED AT 2500 E.

CENTRAL AVENUE, IRWINDALE, CA 91706, IN THE M-2 (HEAVY MANUFACTURING) ZONE,” reading by title only and waiving further reading thereof.

COUNCILMEMBER
BURROLA

Responding to a question by Councilmember Burrola, City Attorney Galante advised that state law prohibits the placement of a billboard within 1,500 feet of another digital billboard. However, city code requires a buffer of 2,500 feet between digital billboards on the same side of the freeway. There is an additional prohibition of 500 feet of another billboard, possibly across the freeway.

Councilmember Burrola also asked about the amount of digital billboards in the city, to which City Attorney Galante noted that this would be the third digital display. Current code stipulates that regular billboards require a conditional use permit, but if they want to convert it to a digital billboard, a development agreement is required, due to concerns raised by the Council, in order to defray the costs of aesthetic impacts. He added that state law that controls billboards prohibits new billboards in virtually any part of the freeways if it is landscaped. State approvals from are also required for this to be a viable project.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz asked about the height of the billboard, to which City Attorney Galante advised that it meets the 65-foot maximum height.

RE-OPEN
PUBLIC HEARING

At 7:27 p.m., Mayor Breceda re-opened the public hearing to allow the applicant to speak.

TOM BEA

Tom Bea advised that the measurements as noted in the staff report and explained that his property sits 45 feet below the freeway. His sign measures about 65 feet tall because of its location. The height on the existing storage sign is 53 feet.

MOTION

The previously mentioned motion was unanimously approved.

**CITY MANAGER'S
REPORT**

CITY MANAGER
DAVIDSON

City Manager Davidson reported that Chief Miranda has received the new PD Chevy Tahoe, but that it is currently out being outfitted. The vehicle should be available for use after the Thanksgiving holiday. Also, the Recreation Department has received one of its two new buses and will be used during the upcoming school year. Finally, the last Music in the Park concert will be held tomorrow as will the Chamber of Commerce's Legislative Luncheon.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:31 p.m., in memory of Stella Breceda.

Laura M. Nieto, CMC
Deputy City Clerk

Accounts Payable

Checks by Date - Summary By Check Number

User: mzepepa
 Printed: 8/17/2016 - 4:45 PM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60192	FRANC06	Franchise Tax Board	08/04/2016	200.00
60193	JenkinsH	Helen Louise Jenkins	08/04/2016	750.00
60194	AMERIFID	American Fidelity Assurance	08/04/2016	4,882.30
60195	AMERIC34	American Fidelity Assurance Co	08/04/2016	3,520.94
60196	AMERIT	Ameritas Life Insurance Corp	08/04/2016	11,616.60
60197	Ayala01	Leonor Ayala	08/04/2016	306.25
60198	CHIRINO	Gina Chirino	08/04/2016	135.00
60199	DELONG	Delong Unlimited	08/04/2016	174.40
60200	PMIDEN	Delta Dental Insurance Company	08/04/2016	1,984.62
60201	DEPATI01	Jeanette DePatie	08/04/2016	360.00
60202	GASCOM	Gas Company, The	08/04/2016	139.37
60203	RAFTERJ	John Rafter	08/04/2016	630.00
60204	SCE02	Southern California Edison	08/04/2016	251.98
60205	STANDA01	Standard Insurance Co. RV	08/04/2016	475.30
60206	STANDA03	Standard Insurance Company	08/04/2016	1,841.94
60207	TEXAS01	Texas Life Insurance Co.	08/04/2016	620.75
60208	VISION01	Vision Service Plan - (CA)	08/04/2016	3,807.21
60209	WAGONER	Pamela Wagoner	08/04/2016	180.00
			Report Total:	31,876.66

COUNCIL AGENDA
ITEM 1B
AUG 24 2016

Accounts Payable

Checks by Date - Summary By Check Number

User: mzepepa
Printed: 8/17/2016 - 4:45 PM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60212	ALESHIRE	Aleshire & Wynder, LLP	08/09/2016	126,559.02
60213	NATION25	National Auto Fleet Group	08/09/2016	41,013.46
60214	BANKOF03	Bank of The West	08/11/2016	4,438.53
60215	AZUSALW	Azusa Light & Water	08/11/2016	585.27
60216	BANKOF03	Bank of The West	08/11/2016	6,225.58
60217	BURGUA01	Rene Burguan	08/11/2016	3,500.00
60218	CALIFO02	California American Water	08/11/2016	829.78
60219	COSTCO02	Costco Wholesale	08/11/2016	102.21
60220	COXGRA	Grace Cox	08/11/2016	400.00
60221	FEDEX	FedEx	08/11/2016	9.30
60222	FRONT01	Frontier Communications	08/11/2016	2,291.69
60223	GASCOM	Gas Company, The	08/11/2016	179.52
60224	SOUTHE17	Golden State Water Company	08/11/2016	1,020.70
60225	HOYEN	Noelle Hoye	08/11/2016	420.00
60226	SCPLRC02	SCPLRC Membership	08/11/2016	100.00
60227	SCE02	Southern California Edison	08/11/2016	26,599.21
60228	SOUTHE02	Southern California Edison-	08/11/2016	12.66
60229	SPARKL	Sparkletts Drinking Water	08/11/2016	226.69
60230	VALLEY01	Valley County Water District	08/11/2016	5,877.60
60231	VALLEY09	Valley View Mutual Water Co.	08/11/2016	52.23
60232	WELLS01	Wells Fargo Vendor Fin Serv	08/11/2016	344.03
60233	A1PART	A-1 Party Rentals	08/24/2016	1,763.01
60234	AZBUS01	A-Z Bus Sales	08/24/2016	177,552.46
60235	AMBRIZ02	Virgina Ambriz	08/24/2016	75.00
60236	ARC01	Arc Imaging Resources	08/24/2016	85.13
60237	BAKER01	Baker & Taylor Books	08/24/2016	139.72
60238	BALLOO	Balloons 'N' More	08/24/2016	30.00
60239	BARNEY	Barney's Locksmith Service	08/24/2016	102.24
60240	BLACKA	Black & White Emergency Vehicl	08/24/2016	255.00
60241	BRITEW	Brite Works	08/24/2016	7,859.56
60242	CALIFA01	Califa Group	08/24/2016	125.00
60243	CARDEN01	Rudy Cardenas	08/24/2016	150.00
60244	CARQUEST	Carquest	08/24/2016	8.71
60245	CINTAS	Cintas Corporation No. 2	08/24/2016	684.21
60246	BALDWI02	City of Baldwin Park	08/24/2016	1,500.00
60247	CODUTO	Donald P. Coduto	08/24/2016	5,962.50
60248	COMMUN01	Communications Center	08/24/2016	255.00
60249	DELONG	Delong Unlimited	08/24/2016	579.88
60250	DeptJust	Dept of Justice	08/24/2016	224.00
60251	ECOLAB01	ECOLAB	08/24/2016	29.33
60252	ELITEE	Elite Elevator, Inc.	08/24/2016	880.00
60253	GWMA01	GWMA	08/24/2016	6,449.30
60254	HEGDAHLA	Armando Hegdahl	08/24/2016	42.34
60255	HONEYW01	Honeywell International Inc.	08/24/2016	2,493.83
60256	HIGHPE	HPC Computers, Inc.	08/24/2016	117.59

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60257	HUNTIN04	Huntington Beach Honda	08/24/2016	2,015.30
60258	INTERS02	Interstate Batteries	08/24/2016	98.50
60259	IRWIND04	Irwindale Chamber Of Commerce	08/24/2016	9,166.66
60260	IRWIND21	Irwindale Hand Wash & Auto Det	08/24/2016	293.47
60261	IRWIND03	Irwindale Tire Shop	08/24/2016	12.00
60262	JOHNNY02	Johnny's Pool Service	08/24/2016	209.72
60263	KJSERV01	K.J Services Environmental	08/24/2016	360.00
60264	COORYE	Samir M. Khoury	08/24/2016	3,495.00
60265	LANDSC	Landscape Warehouse Inc.	08/24/2016	296.51
60266	LEWISE	Lewis Engraving, Inc.	08/24/2016	29.43
60267	LEXISN	LexisNexis Risk Solutions	08/24/2016	153.00
60268	LIEBERT	Liebert Cassidy Whitmore	08/24/2016	2,679.40
60269	MCMILLAN	Kent McMillan	08/24/2016	7,875.00
60270	MIJACA	Mijac Alarm, Inc.	08/24/2016	528.00
60271	MORRIS02	Morrison Management Specialist	08/24/2016	2,762.50
60272	NAPA01	Napa Auto Care - West Covina	08/24/2016	1,521.46
60273	OFFICE03	Office Depot	08/24/2016	2,114.70
60274	PACIFI13	Pacific Office Products	08/24/2016	137.34
60275	PROPRINT	Pro Printing, Inc.	08/24/2016	166.77
60276	PURCHA	Purchase Power	08/24/2016	3,823.00
60277	QUINN02	Quinn Company	08/24/2016	252.00
60278	SANTOS01	Margaret Santos	08/24/2016	7.50
60279	SCFUELS	SC Fuels	08/24/2016	2,813.45
60280	WILLDA01	Willdan Engineering	08/24/2016	1,660.61
60281	XEROXC	Xerox Corporation	08/24/2016	142.66
60282	YALE02	Yale Chase Equipment & Service	08/24/2016	603.86
60283	ATHENS	Athens Services	08/24/2016	13,690.03
60284	BAKER01	Baker & Taylor Books	08/24/2016	482.93
60285	BARNEY	Barney's Locksmith Service	08/24/2016	59.96
60286	BURROL12	Crystal Burrola	08/24/2016	30.00
60287	BUTLER03	Angel Butler	08/24/2016	100.00
60288	CALIF15	California Custom Fruits & Flavor	08/24/2016	135.00
60289	CANALE01	Sari Canales	08/24/2016	25.00
60290	BALDWI02	City of Baldwin Park	08/24/2016	1,250.00
60291	CITYOF18	City of Santa Fe Springs	08/24/2016	14,570.59
60292	CODUTO	Donald P. Coduto	08/24/2016	4,500.00
60293	CONVER	Converse Consultants, Inc.	08/24/2016	1,800.00
60294	HENKEL01	Henkels & McCoy	08/24/2016	575.00
60295	COORYE	Samir M. Khoury	08/24/2016	10,028.05
60296	MARINJ	Jose Marin Jr.	08/24/2016	75.00
60297	PHASEII	PARS	08/24/2016	1,750.00
60298	PORTRA01	Portraits By Kathy, Inc.	08/24/2016	1,368.50
60299	RIVAS02	Maria Rivas	08/24/2016	300.00
60300	WESTER08	Western Paving Contractors	08/24/2016	11,340.04
Report Total:				533,449.23

CITY OF IRWINDALE
 PAYROLL WARRANT REGISTER
 July 2016

Payroll Batch DATE OF ISSUE 7/7/16	402-07-16 DEPARTMENT	AMOUNT
	11 City Council	1,253.10
	13 City Administrative Office	26,846.29
	14 Finance Department	14,131.64
	15 Summer Youth	2,217.50
	35 Police Department	186,900.70
	40 Recreation Department	26,936.39
	42 Senior Citizens' Center	7,810.06
	44 Library	9,605.79
	51 Planning	12,978.00
	52 Engineering	48,162.71
	Gross Payroll	<u>336,842.18</u>
	Required Deductions	(87,149.16)
	Voluntary Deductions	<u>(7,217.06)</u>
	Net Payroll	<u>242,475.96</u>

Payroll Batch DATE OF ISSUE 7/21/16	416-07-16 DEPARTMENT	AMOUNT
	11 City Council	6,312.86
	13 City Administrative Office	26,861.23
	14 Finance Department	14,120.99
	15 Summer Youth	2,165.00
	35 Police Department	136,252.48
	40 Recreation Department	25,581.37
	42 Senior Citizens' Center	7,485.75
	44 Library	8,309.51
	51 Planning	12,978.01
	52 Engineering	54,287.14
	Gross Payroll	<u>294,354.34</u>
	Required Deductions	(78,261.01)
	Voluntary Deductions	<u>(7,281.93)</u>
	Net Payroll	<u>208,811.40</u>

AGENDA REPORT

COUNCIL AGENDA
ITEM 1 C

Date: August 24, 2016

AUG 24 2016

To: Honorable Mayor and City Council

From: John Davidson, City Manager

Issue: Issue Request For Proposals (RFP) for tow services

City Manager's Recommendation:

Adopt Resolution No. 2016-54-2868 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR TOW SERVICES," waiving further reading;

Analysis:

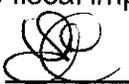
On July 10, 2012, the City of Irwindale issued a Request For Proposals for official towing and storage service of vehicles (RFP). Ultimately, two towing service providers were selected in a non-exclusive agreement on November 1, 2012, for a term of 4 years ending on November 1, 2016.

Towing vehicles from the roadway is part of any police department's routine or normal operation. For example, disabled vehicles must be quickly removed from the street to minimize traffic hazards. Towing is also required for DUI and other instances of traffic violations. In this regard, the Irwindale Police Department is no different than other law enforcement agencies.

In accordance with the city's purchasing policy and Irwindale Municipal Code 3.44.090, staff is requesting the authorization to solicit formal bids by way of Requests For Proposals for towing services and will return to the City Council with recommendations on the selection of tow service providers. The RFP is designed to allow the Council discretion to select one or multiple providers to service the City.

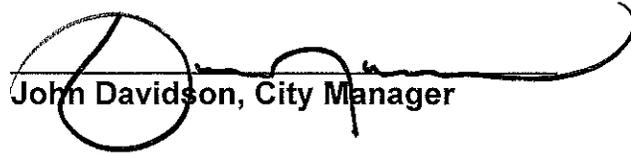
Fiscal Impact:

There will be no fiscal impact to the General Fund in issuing this Request For Proposals.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Completed By: Chief Anthony Miranda
Phone: (626) 430-2236


John Davidson, City Manager

RESOLUTION NO. 2016-54-2868

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR TOW SERVICES**

WHEREAS, On July 10, 2012, the City of Irwindale issued a Request For Proposals for official towing and storage service of vehicles (RFP); and

WHEREAS, Two tow companies were selected from the RFP process on November 1, 2012, and entered into a four (4) year tow agreement with the City; and

WHEREAS, The tow agreement expires on November 2, 2016; and

WHEREAS, Section 3.44.090 of the Irwindale Municipal Code provides for a formal bidding process when a purchase of supplies, services and equipment with an estimated value greater than the maximum amount set by the Purchasing Resolution or more shall be made.

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

SECTION 1. That it would be in the best interest of the City to issue a Request for Proposals for towing services pursuant to Irwindale Municipal Code subsection 3.44.090. As such, the City Council hereby authorizes the issuance of a Request for Proposals for City police tow services.

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 this 24th day of August, 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. 2016-54-2868 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 24th day of August 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

AGENDA REPORT

COUNCIL AGENDA
ITEM 1D

Date: August 24, 2016
To: Honorable Mayor and City Council
From: John Davidson, City Manager
Issue: Destruction of City Records

AUG 24 2016

City Manager's Recommendation:

Receive and file the attached list of records which are eligible for destruction as they have surpassed their retention periods, per the City's adopted Records Retention Schedule.

Analysis:

In 2007 the City Council approved Resolution No. 2007-08-2194, thereby adopting a formal Records Retention Schedule. City Staff periodically reviews prior year records to determine whether they have exceeded their corresponding retention periods. Staff has identified approximately 35 boxes of records eligible for destruction.

The resolution adopted by the City Council provides City Staff with administrative authority to destroy records in accordance with the Government Code, with the signed consent of the Deputy City Clerk, City Attorney, and City Manager, and without further action by the City Council. However, City Staff believes it would be prudent also provide Council with the opportunity to review the list of records that are eligible to be destroyed.

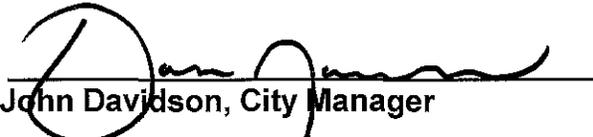
Fiscal Impact:

After City Council approval, the records will be scheduled for destruction to take place on Thursday, August 25th 2016. A records shredding company will be contracted to perform the shredding of all records on-site at City facilities under the supervision of City staff. The cost for this service is under \$200, and is included in the FY 2016-17 Adopted Budget.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel) The attached list of records to be destroyed has been reviewed and approved electronically by the City Attorney.

Contact Person: Eva Carreon, Director of Finance
Phone: (626) 430-2221


John Davidson, City Manager

Attachments: Request for Destruction of Records – City Clerk Department



CITY OF IRWINDALE REQUEST FOR DESTRUCTION OF RECORDS

Pursuant to Joint City Council / Community Redevelopment Agency Resolution No. 2007-08-2194 / CRA 2007-06-484, the City Clerk Department hereby requests (Deputy) City Clerk / Agency (Assistant) Secretary, City Attorney / Agency Counsel, and City Manager / Executive Director consent to destroy the following records, in accordance with the City/Agency Records Retention Schedule:

Record Series (from Retention Sched.)	Document Description / File Title	Date / Range of Dates	Retention/Destruction Schedule	Date of Destruction
910	CRA Agenda Packets (Box 29)	2-24-77 thru 4-28-88	5 Years	April 1993
	Agenda Packets NOT Converted to New System (Box 502)	1990	5 years	1995
	Duplicate Agenda Packets (Box 503)	1991	5 Years	1996
	Duplicate Agenda Packets (Box 504)	1999-2000	5 years	2005
	Agenda Packets NOT Converted to New System (Box 508)	1991	5 Years	1996
	Duplicate Agendas (Box 509)	6/1997 – 12/1997	5 Years	December 2002
	Duplicate Agendas (Box 510)	7/00 – 01/01	5 years	January 2006
	Duplicate Agendas (Box 511)	1/97 – 6/97	5 years	June 2002
	Agenda Packets NOT Converted to New System (Box 512)	1992	5 years	1997
	Agenda Packets NOT Converted to New System (Box 513)	1993	5 years	1998
	Agenda Packets NOT Converted to New System (Box 514)	1994	5 years	1999

	Agenda Packets NOT Converted to New System (Box 516)	1995	5 years	2000
	Agenda Packets NOT Converted to New System (Box 517)	1996	5 years	2001
	Agenda Packets NOT Converted to New System (Box 518)	1997	5 years	2002
	Agenda Packets NOT Converted to New System (Box 519)	1998	5 years	2003
	Agenda Packets NOT Converted to New System (Box 520)	1999	5 years	2004
	CRA Agendas (Box 521)	1988 – 1993	5 years	1998
	Agenda Packets NOT Converted to New System (Box 534)	May – December 2000	5 years	December 2005
	CRA Agendas (Box not numbered)	1996	5 years	2001
	City Council Agendas (Box not numbered)	November 1994 – December 1995	5 years	December 2000
	City Council / CRA Agendas (Box not numbered)	January – December 1992	5 years	December 1997
	City Council / CRA Agendas (Box not numbered)	1990 – 1991	5 years	1996
	City Council Agendas (Box not numbered)	1993	5 years	1998
	CRA Agendas (Box not numbered)	1976 – 1987	5 years	1992
	City / CRA Agendas (Box not numbered)	1994	5 years	1999
Elections – Stand Alone	Election Administration Records, Rosters, etc. (Box 523)	1998 – 1995	5 years	2000

	Election Administration Records, Rosters, etc. (Box 524)	1997-1998	5 years	2003
	Election Administration Records, Rosters, etc. (Box 532)	1992	5 years	1997
	Election Administration Records, Rosters, etc (Box 501)		5 years	June 2016
1204	Proposals for various projects (Box 515)	1982-1983	25 years	2008
	FPPC Statement of Economic Interest (Box 539)	Officials – 1990 – 1997 Employees – 1990-1994	Officials – 4 years Employees – 7 years	Officials – 2001 Employees – 2001

Dated: August 18, 2016

Department Head: Laura Nieto

Title: Deputy City Clerk

We hereby consent to the destruction of the records listed above:

Deputy City Clerk / Agency Assistant Secretary / Date

City Attorney / Agency Counsel / Date

City Manager / Executive Director / Date

AGENDA REPORT

**COUNCIL AGENDA
ITEM 1 E**

AUG 24 2016

Date: August 24, 2016

To: Mayor and Council Members

From: John Davidson, City Manager

Issue: Rejection of Claim: Karen Wu v. City of Irwindale

City Manager's Recommendation:

Reject the claim of Karen Wu v. City of Irwindale and direct staff to send a standard letter of rejection.

Analysis:

This claim alleges that the City should be responsible for keeping the streets clean and free of debris and should have been aware of hazardous conditions on Live Oak Avenue, where an object rendered her tire irreparable and unusable. The claim has been reviewed by the City's Claims Adjuster, Carl Warren & Co., which is recommending that the claim be rejected.

Fiscal Impact:  (Initial of CFO)

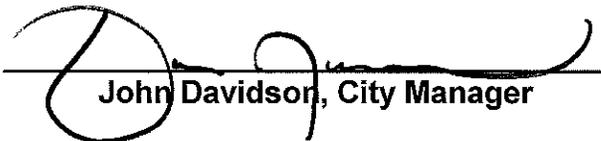
None

Legal Impact: _____ (Initial of CA)

None

Prepared By/Contact Person: Laura Nieto, Deputy City Clerk

Phone: 626-430-2202


John Davidson, City Manager



CARL WARREN & COMPANY

Claims Management and Solutions

August 15, 2016

To: The City of Irwindale
Attn: Laura Nieto, Risk Management

RE: Claim : Wu vs. City of Irwindale
Claimant : Karen Wu
D/Event : 6/2/16
Rec'd Y/Office : 7/19/16
Our File : 1940655 DBQ

We have reviewed the above captioned claim and request that you take the action indicated below:

- CLAIM REJECTION: *Send a standard rejection letter to the claimant.*

Please provide us with a copy of the notice sent, as requested above. If you have any questions please contact the undersigned.

Very truly yours,
CARL WARREN & COMPANY

Deborah Been
Deborah Been

AN EMPLOYEE-OWNED COMPANY

770 S. Placentia Avenue | Placentia, CA 92870

P. O. Box 25180 | Santa Ana, CA 92799-5180

www.carlwarren.com | Tel: 714-572-5200 | 800-572-6900 | Fax: 866-254-4423

CA License No. 2607296

AGENDA REPORT

COUNCIL AGENDA
ITEM 1 F

AUG 24 2016

Date: August 24, 2016

To: Honorable Mayor and Council Members

From: John Davidson, City Manager

*Issue: Cancellation of November 23, 2016 and
December 28, 2016 City Council Meetings*

City Manager's Recommendation:

Approve cancellation of the regular City Council (and its agencies) meetings scheduled for November 23, 2016 and December 28, 2016.

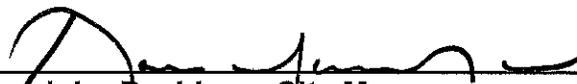
Analysis:

Because the regularly scheduled second meetings in November and December fall during the holiday season (and City Hall may be closed to the public during the period December 25, 2016, returning January 9, 2017), it would be appropriate for Council to consider canceling the meetings of November 23, 2016, and December 28, 2016, as has been done in past years.

Fiscal Impact:  (Initial of CFO) None

Legal Impact: _____ (Initial of Legal Counsel) None

Prepared By/Contact Person: Laura Nieto, Deputy City Clerk
Phone: 430-2202


John Davidson, City Manager

AGENDA REPORT

AUG 24 2016

Date: August 24, 2016
To: Honorable Mayor and City Council
From: John Davidson, City Manager
Issue: Appropriation of Funds and Approve Issuance of Purchase Order for the Purchase of Barracuda Backup Server 890

City Manager's Recommendation:

That the City Council

1. Approve Resolution number 2016-49-2863 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING \$29,796.17 AND APPROVING THE PURCHASE OF THE BARRACUDA BACKUP SERVER 890", waiving further reading;
2. Approve the issuance of a purchase order to Intelli-Tech in an amount not to exceed \$29,796.17.

Analysis:

Barracuda Backup is a data protection solution that protects the City's physical, virtual, and Software-as-a-Service (SaaS) environment. The system is setup to run automatically every day and provides for retention of files and offsite disaster recovery that allows for a continuity plan in the event of a disaster. Loss of data can happen due to disaster, accidental error, computer virus, etc... In these instances, a computer may be replaced or rebuilt, but the only way to retrieve the data is from the City's backup device.

Prior to June 2012, the City's servers were backed up on tape drives that were stored on site in a fire protected safe. In June 2012, it became evident that the tape backup server and device need to be replaced. At this time the IT Department compared the costs of purchasing a new tape back device with the Barracuda Backup Server 690. It was determined the Barracuda Backup Server 690 with cloud storage was the most cost effective option and this device was purchased and installed.

The current Barracuda Backup Server 690 is utilizing 99% of its storage capacity. Therefore it is now necessary to consider the purchase of the Barracuda Backup Server 890 to replace the existing Barracuda Backup 690 and provide space for growth. Additionally, the existing Barracuda annual update and cloud storage service is up for renewal on August 23, 2016.

Quotes for the Barracuda Backup 890 were received from the following vendors:

<i>Vendor</i>	<i>Quote</i>
Intelli-Tech	\$29,796.17
CDW-G	\$36,630.53
PCM-G	\$37,226.42
Barracuda	\$39,286.73

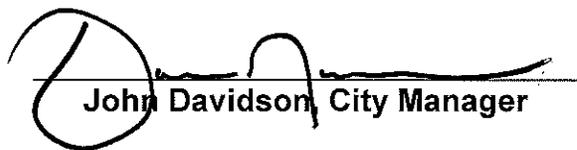
Fiscal Impact:

Based on the quotes above, the lowest quote received was from Intelli-Tech for \$29,796.17. Funds for this purchase will be appropriated from the General Fund and will need to come from the City's reserve balance.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Completed By: Theresa Olivares, Housing Coordinator
Phone: (626) 430-2294


John Davidson, City Manager

Attachments:

1. Resolution 2016-49-2863
2. Intelli-Tech Quote JW080216B-PR
3. CDW-G Quote HHFM109
4. PCM-G Quote S9787264
5. Barracuda Quote 214647

RESOLUTION NO. 2016-49-2863

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROPRIATING \$29,796.17 AND APPROVING THE PURCHASE OF THE
BARRACUDA BACKUP SERVER 890**

WHEREAS, the City's backup server is essential, as it allows for a continuity plan in the event of a disaster and is essential to the City's operations; and

WHEREAS, in June 2012, the City purchased the Barracuda Backup Server 690 with cloud storage to protect the City's physical, virtual, and Software-as-a-Service environment; and

WHEREAS, the City's existing Barracuda Backup Server 690 is currently operating utilizing 99% of its storage capacity; and

WHEREAS, it is now necessary for the City to upgrade the backup sever to a Barracuda Backup Server 890; and

WHEREAS, four quotes were received for the Barracuda Backup Server 890, with Intelli-Tech providing the lowest quote of \$29,796.17; and

WHEREAS, the City Council wishes to approve an appropriation from the City's General Reserve Fund in the amount of \$29,796.17.

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

1. That the City Council appropriates \$29,796.17 from the General Reserve Fund for the purchase of the Barracuda Backup Server 890.
2. That the Council approves the issuance of a purchase order to Intelli-Tech for the purchase of the Barracuda Backup Server 890, energizer updates, one year instant replacement, and cloud storage.
3. This resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 24th day of August 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. 2016-49-2863 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 24th day of August 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

QUOTATION

1652 Yeager Avenue
 La Verne, CA 91750
 (909) 394-5188
 fax (909) 394-5190



DATE	QUOTATION NO.
08/02/16	JW080216B-PR

CONTACT	BILLING	ACCOUNT REP
Jeffrey Wagner <u>626-430-2294</u>	City of Irwindale 5050 North Irwindale Avenue Irwindale, CA 91706 Attn. Accounts Payable	Pamela Rumph 909-394-5188 pam@intelli-tech.com Sandy Nguyen
RFQ #	SHIP	PURCHASE ORDER NO
	City of Irwindale 5050 North Irwindale Avenue Irwindale, CA 91706 Attn: Receiving	
		TERMS
		NET 30
		DEPARTMENT
		Freight
		FOB
		Freight

#	Qty	Part No.		ETA	Price	Extended
1	1	BBS890au11	Barracuda Backup Server 890 with 1 Yr Energizer Updates, Instant Replacement and Unlimited Cloud Bundle Dates starts when purchased email-breait@ci.irwindaleCA.GOV	Direct	\$ 27,313.00	\$ 27,313.00

Sub-total	\$ 27,313.00
9.00% Sales Tax	\$ 2,458.17
Ground Shipping	\$ 25.00
Grand Total	\$ 29,796.17

QUOTE CONFIRMATION



DEAR THERESA OLIVARES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HHFM109	8/11/2016	HHFM109	4471556	\$36,630.53

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Barracuda Backup 890 - recovery appliance Mfg. Part#: BBS890AU11 UNSPSC: 43201834 Contract: National IPA Technology Solutions (130733)	1	3238074	\$33,605.99	\$33,605.99

PURCHASER BILLING INFO		SUBTOTAL	\$33,605.99
Billing Address: CITY OF IRWINDALE ACCTS PAYABLE 5050 IRWINDALE AVE IRWINDALE, CA 91706-2192 Phone: (626) 430-2200 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$3,024.54
		GRAND TOTAL	\$36,630.53
		DELIVER TO Shipping Address: CITY OF IRWINDALE THERESA OLIVARES 5050 IRWINDALE AVE IRWINDALE, CA 91706-2192 Phone: (626) 430-2200 Shipping Method: DROP SHIP-GROUND	

Need Assistance? CDW•G SALES CONTACT INFORMATION		
	Jon Burandt (877) 449-8373	jonbura@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

© 2016 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.200.4239



QUOTATION

Quote #: 214647
Prepared By: Phillip Froehlich

Date: 2016-08-11
Expires: 2016-09-10

Bill To:
City of Irwindale
Accounts Payable
5050 N. Irwindale Ave.
Irwindale, CA 91706
United States
(626) 430-2258
tolivares@irwindaleca.gov

Ship To:
City of Irwindale
Theresa Olivares
5050 N. Irwindale Ave.
Irwindale, CA 91706
United States
tolivares@irwindaleca.gov

Item #	Item Description	Qty	Unit Price	Price (USD)
BBS890au11	Barracuda Backup Server 890 with 1 Year EU+IR+UC	1	35,897.00	35,897.00
SHIP-BSF-AIR1	Express Domestic (UPS Next Day Air)	1	159.00*	159.00*
* = not taxed				
Sub Total:				36,056.00
Tax (9.000%):				3,230.73
Total:				39,286.73

We look forward to providing you a powerful and easy to use security solution. If you have any questions please do not hesitate to contact us.

Sincerely,

Phillip Froehlich
pfroehlich@barracuda.com
408-342-5400 phone
408-342-1061 fax

- Credit Card payment or Net 30 days with approved credit or credit card guarantee.
- You are responsible for all sales taxes, withholding taxes, value added taxes, import and export taxes and any other similar taxes imposed by any federal, state, provincial or local governmental entity of this purchase.
- Services are provided pursuant to Barracuda Networks, Inc. Terms and Conditions located at <https://www.barracuda.com/legal/customer-purchase-terms>



AGENDA REPORT

COUNCIL AGENDA
ITEM 14

Date: August 24, 2016

AUG 24 2016

To: Honorable Mayor and City Council

From: John Davidson, City Manager

Issue: Declaration of Surplus Property

City Manager's Recommendation:

Determine the equipment described in the attached list as surplus property and authorize the City Manager, or his designee, to dispose of the property in accordance with Section 3.44.150 of the Irwindale Municipal Code.

Analysis:

The items on the attached list consist of computer equipment, and all items are obsolete, worn out, broken, or no longer suitable for City use. The equipment listed is occupying storage space and has no potential marketable value. As such, the Purchasing Agent declares this computer equipment to be surplus property.

Section 3.44.150 of the Irwindale Municipal Code requires that items declared by the Purchasing Agent as surplus property be disposed of by a competitive bid process. Given the value of the equipment, the most efficient and cost effective method of securing competitive bids is through a public auction service. A public auction will provide the City with the highest bid and the equipment will be sold in a single, efficient manner. All e-waste equipment with nominal or no value will be disposed of at a local e-waste event.

Fiscal Impact:

The computer equipment listed is of nominal or no value, therefore it is anticipated proceeds from the public auction will be immaterial. Any funds received will be credited to the General Fund.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Contact Person: Eva Carreon, Director of Finance
Phone: (626) 430-2221


John Davidson, City Manager

Attachment: Surplus E-Waste Supplement List

Servers

1 HP Proliant DL360 G5	MXQ820A0L0	796 irwin-backup
1 HP Proliant DL360 G5	MXQ832A3V0	806 irwin-pw
1 HP Proliant DL360 G5	MXQ832A3T2	802 irwin-dc01
1 HP Proliant DL360 G5	MXQ832A3V1	803 irwin-mail
1 HP Proliant DL360 G5	MXQ832A3UP	801 sire
1 HP Proliant DL360 G5	MXQ832A3UE	800 irwin-fin
1 HP Proliant DL360 G5	MXQ832A3UF	807 irwin-netmotion
1 HP Proliant DL360 G5	MXQ832A3TH	808 irwin-dc02
1 HP Proliant DL360 G5	MXQ832A3VH	805 rms
1 HP Proliant DL140 G2	USE524A2MW	NO asset intranet
1 HP Proliant DL360 G5	mxq832a3t8	798 irwin-bes
1 HP Proliant DL360 G5	MXQ832A3SV	799 irwin-cityfile
1 HP Proliant DL360 G5	MXQ832A3V5	811 irwin-pdf file
1 HP Proliant DL360 G5	MXQ832A3VJ	804 irwin-mcafee
1 HP Proliant ML350	use632nccr	740 irwin-nvr1
1 HP Proliant DL360 G5	MXQ832A3U1	797 irwin-Lib
1 HP Storageworks 1/8 G2 Tape Autoloader	435243-001	
1 PUMA Server		NO asset

PCS

1 Dell Latitude D610	GOK871	
1 HP Compaq 8000	MXL1260ZM9	
1 HP Compaq DC7800	MXL8270Q5T	
1 HP Compaq DC7800	MXL8270Q61	
1 HP Compaq nw8240 Laptop	CNU609060S	775
1 HP Compaq DC7800	MXL8270Q5D	
1 HP Compaq DC7800	2UA9190JDR	
1 HP Compaq DC7800	MXL8270Q5F	
1 HP Compaq DC7800	MXL8270Q5P	
1 HP Compaq DC7800	MXL8270Q5C	

Monitors

- 1 Samsung 170N Monitor
- 1 Samsung 226BW Monitor
- 7 HP LA1751G Monitor

Printers

1 Epson TM-U325PD receipt printer	BP2G010318
1 HP Deskjet 1010 Printer	
1 HP Deskjet 995C	

MISC

- 15 keyboards
- 2 Laptop cases
- 3 Speakers

1 toner 96A for LJ2100

2 APC Backup-UPS 500

x box of ram

12 Mice

x Cables

x box misc. deskjet ink cartridges

AGENDA REPORT

**COUNCIL AGENDA
ITEM 12**

AUG 24 2016

Date: August 24, 2016

To: Mayor and Council Members

From: John Davidson, City Manager

Issue: Approve Resolution No. 2016-53-2867 to Appropriate Funds to Complete a Comprehensive Classification and Compensation Study

City Manager's Recommendation:

That the City Council adopt Resolution No. 2016-53-2867 appropriating funds to complete a comprehensive classification and compensation study of all full-time and part-time position classifications, in an amount not-to-exceed \$59,800.

Analysis:

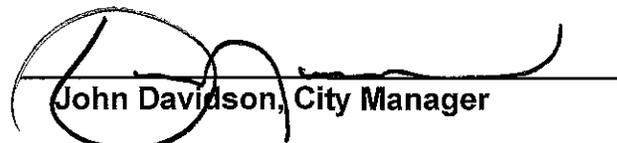
Pursuant to City Council action taken at its regularly scheduled meeting on August 10, 2016, a contract was awarded to Ralph Andersen and Associates to conduct a comprehensive classification and compensation study. The City Council authorized a contract amount not-to-exceed \$59,800. The approval of Resolution No. 2016-53-2867 memorializes the action taken at the August 10, 2016 meeting and authorizes the appropriation of funds for the completion of the study.

Fiscal Impact:  (Initial of CFO)

A budget request for the study was not included as part of the City's FY 16/17 Human Resources Budget as the total cost was unknown. Staff requests an appropriation from General Fund Reserves of an amount not-to-exceed \$59,800 for a comprehensive classification and compensation study.

Legal Impact: _____ (Initial of CA)

Prepared By/Contact Person: Mary Hull, Human Resources Manager


John Davidson, City Manager

Attachment(s): Resolution No. 2016-53-2867

RESOLUTION NO. 2016-53-2867

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING APPROPRIATION OF FUNDS FOR THE COMPLETION OF A
COMPREHENSIVE CLASSIFICATION AND COMPENSATION STUDY**

WHEREAS, the City Council adopted the Budget for Fiscal Year 2016-2017 (FY16/17) on June22, 2016; and

WHEREAS, the City Council awarded a contract at its regularly scheduled meeting on August 10, 2016 for a comprehensive classification and compensation study, which requires an additional appropriation of funds to the FY 16/17 Budget.

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

Section 1. Approve an appropriation of an amount not-to-exceed \$59,800 from the General Fund Reserves for a comprehensive classification and compensation study.

Section 2. This resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 24th day of August 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. 2016-53-2867 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of August 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 15

AUG 24 2016

Date: August 24, 2016
To: Honorable Mayor and City Council
From: John Davidson, City Manager
Issue: Approve Issuance of Purchase Orders for the Purchase of Microsoft Office 2016 Licenses and Computers for the Police Department and Library

City Manager's Recommendation:

That the City Council

1. Approve the issuance of a purchase order to HPC Computers USA Inc in an amount not to exceed \$40,942.58 for the Police Department and Library Staff Computers.
2. Approve the issuance of a purchase order to CDW-G in an amount not to exceed \$30,459.40 for the Microsoft Office 2016 Licenses.

Analysis:

Over the past two fiscal years the City has purchased and implemented several technological upgrades including new computers for City Hall, Recreation, Public Works / Engineering, Planning, and Senior Center; the virtualization of City servers and storage infrastructure; and the purchase of new mobile digital computers for all police vehicles. It is now evident that the computers at the Police Department and Library need to be replaced, as they are approximately five (5) years old, out of warranty, and are beginning to malfunction. Computers have become a integral part of our work environment and it is critical that we ensure they are working properly in order to perform our job functions.

Bids for the replacement of the 32 computers were obtained from four vendors. Staff is recommending that a purchase order be issued to HPC Computers USA Inc., as the lowest responsive bidder.

Vendor	Bid
HPC Computers USA Inc.	\$40,942.58
PCM Logistics LLC	\$41,027.18
Intelli-Tech	\$52,860.23

Additionally, staff is recommending that the Microsoft Office software installed on all City computers be upgraded to Microsoft Office 2016. As a cost savings measure, when new computers have been purchased, the old Microsoft Office licenses have been transferred from the old computer to the new computer. Our organization is currently

operating on two different versions of the Microsoft Office; a couple of departments are utilizing Microsoft Office 2010, while the majority of the computers are operating on Microsoft Office 2007. The purchase of the Microsoft Office 2016 license will ensure that all City departments are using the same software.

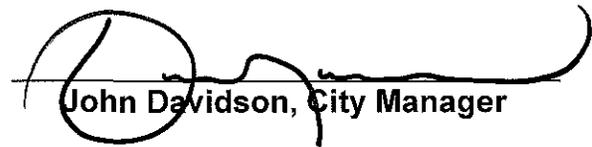
Staff has received four bids for the Microsoft Office 2016 and is proposing that a purchase order be issued to CDW-G, as the lowest responsive bidder.

Vendor	Bid
CDW-G	\$30,459.40
PCM-G	\$31,481.77
HPC computers USA Inc.	\$31,869.00
Intelli-Tech	\$32,356.00

Fiscal Impact:  (Initial of CFO) Sufficient funds are available in the FY 2016-2017 Budget in the Special Mining Fund, Information Technology Fund, and Asset Forfeiture to cover the total cost of \$ 71,401.98.

Legal Impact: _____ (Initial of Legal Counsel)

Completed By: Theresa Olivares, Housing Coordinator
Phone: (626) 430-2294


John Davidson, City Manager

Attachments:

1. Computer Bids -
 - a. HPC Computers USA Inc. Quote 12340
 - b. PCM-G
 - c. Intelli-Tech Quote 11210545
2. Microsoft Office 2016 Bids-
 - a. CDW-G Quote HHKZ594
 - b. PCM-G Quote S9747689
 - c. HPC Computers USA Inc. Quote 12336
 - d. Intelli-Tech Quote TO081716A-PR

Computer Bids



HPC Computers USA Inc.

411 E. Huntington Dr
 Suite # 110
 Arcadia, CA 91006
 USA
 Voice: (626) 821-6325
 Fax: (626) 821-6335

QUOTATION

Quote Number: 12340
 Quote Date: Aug 9, 2016
 Page: 1

Your One-Stop Computer Shop! Please call us for any HP, Brother, IBM/Lenovo, Toshiba products or service.

Quoted To:
 CITY OF IRWINDALE
 ACCOUNTS PAYABLE
 5050 NORTH IRWINDALE AVENUE
 IRWINDALE, CA 91706
 626-430-2200

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF IRWINDALE 01	9/8/16	Net 10	MIKE

Quantity	Item	Description	Unit Price	Amount
29.00		HP WORKSTATION SFF Z240 INTEL i7- 3.4GHZ, 6700 L2 CACHE MFG PART NO. L9K16UT 8GB DDR4 SD RAM 1 CHIP 4 MEMORY SLOT HP Z TURBO DRIVE G2 256GB PCLIE SSD ZSSD DRIVE, 16U42AT NVIDIA QUADRO K420 2GB VIDEO 9.5 MM SLIM SUPER MULTI DVD-RW DRIVE INTERNAL SD CARD READER HP USB BUSINESS SLIM KEYBOARD HP USB OPTIONAL KEYBOARD MS WINDOWS 10 PRO 64 BIT SOFTWARE 2X16, 2 X 1 CONNECTOR HP 3/3/3/ SFF WARRANTY ON-SITE --- WE ARE HP AUTHORIZE DEALER & SERVICE CENTER FOR WARRANTY SERVICES -----	1,195.00	34,655.00
3.00		HP ELITE DESK 800 G2 SFF - 200 WATT HP PART NO: W5X92UT#ABA INTEL CORE i5- 3.2 GHZ 6500 INTEL Q170 EXPRESS	969.00	2,907.00

Thank you for your request for a quote. Please keep in mind that this is an estimate to complete the work stated above. If additional costs should incur with parts or service, we will inform you before completing the work. Please sign below to authorize the work listed above. Please be sure to back up your data, as HPC will not be responsible for any lost data.

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



HPC Computers USA Inc.

411 E. Huntington Dr
Suite # 110
Arcadia, CA 91006
USA
Voice: (626) 821-6325
Fax: (626) 821-6335

QUOTATION

Quote Number: 12340
Quote Date: Aug 9, 2016
Page: 2

Your One-Stop Computer Shop! Please call us for any HP, Brother, IBM/Lenovo, Toshiba products or service.

Quoted To:

CITY OF IRWINDALE
ACCOUNTS PAYABLE
5050 NORTH IRWINDALE AVENUE
IRWINDALE, CA 91706
626-430-2200

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF IRWINDALE 01	9/8/16	Net 10	MIKE

Quantity	Item	Description	Unit Price	Amount
		256GB SOLID STATE DRIVE NVIDIA GEFORCE GT730 2GB DVD-RW DRIVE SLIM DESKTOP SUPER GIGABIT ETHERNET INTEL 1219 LM WINDOWS 10 P.RO 64 BIT HP INTERNAL MEDIA CARD READER HP 3 YEAR WARRANTY SFF 3/3/3/ HP DISPLAY PORT CABLE KIT N567AA HP STAND VN56AA -- WE ARE HP AUTHORIZED DEALER & SERVICE CENTER FOR WARRANTY SERVICES		

Thank you for your request for a quote. Please keep in mind that this is an estimate to complete the work stated above. If additional costs should incur with parts or service, we will inform you before completing the work. Please sign below to authorize the work listed above. Please be sure to back up your data, as HPC will not be responsible for any lost data.

Subtotal	37,562.00
Sales Tax	3,380.58
TOTAL	40,942.58

To: CITY OF IRWINDALE/Arturo Perez
 Company: PCM LOGISTICS LLC

Arturo Perez
 National Account Executive | SLED
Art.Perez@pcmg.com
 1940 E. Mariposa Ave.
 El Segundo, CA 90245
 Office: (310) 354-5753
 Fax: (310) 630-5653
 Web: www.pcmg.com
"The Right Technology, Delivered"

Qty	TD #	Mfr #	Description					
29	11980320	L8T14AV	CTO Z240 SFF WS					
29	12003455	M0U72AV	CTO Z240 SFF 200W 85PCT EFF CHAS					
29	11978204	L8T15AV#ABA	CTO Z240 WS COUNTRY KIT					
29	11978664	L8S17AV#ABA	CTO W10P 64					
29	11980343	N2G31AV	CTO CORE I7-6700 I7/3.4 8M 4C SFF CPU					
29	12003457	N4G87AV	CTO NVIDIA QUADRO K420 2GB GFX 1ST					
29	11979826	M6Q52AV	CTO 8GB DDR4-2133 NECC RAM					
29	12017843	M8Z02AV	CTO OS LD TO PCIE					
29	11986540	M6V07AV	CTO 256GB Z TURBO 1ST SSD G2 PCIE					
29	11978209	L8S24AV	CTO 9.5MM SLIM SUPERMULTI DVDR 1ST OD					
29	11978206	M6Q10AV#ABA	CTO USB KYBD					
29	11978207	M6Q14AV	CTO USB OP MSE					
29	11986538	M6Q48AV	CTO SD CARD READER					
29	11980334	M6Q15AV	CTO SGL UNIT SFF PACKAGING					
29	11980333	L8S33AV#ABA	CTO 3/3/3 SFF WTY					
29	11249060	E4T19AV	CTO Z230 SATA DATA CBL ST-RA 1					
			TOTAL/unit				1374.71	
			Shipping				1160.59	
			total cost				41027.18	

Pamela Rumph

Subject: City of Irwindale Z240 & Elite 800

PO IS MADE PAYABLE TO HEWLETT PACKARD
LOCATION ID #10259411
EMAIL PO TO teampam@intelli-tech.com



ONLINE PRICE QUOTATION

Quote Number: 11210545

Quote Name: City of Irwindale Z240 & Elite 800

Today's Date : 8/11/2016 12:11:42 AM

Quote Created Date : 8/11/2016 12:11:25 AM

Created By: pam@intelli-tech.com

Contract: CA - STATE OF CALIFORNIA (NASPO VP PC) (7-15-70-34-001)

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

items/description	part no	unit price	qty	ext price
L8T14AV -Configurable- HP Z240 SFF Workstation	Base	\$1,539.79	29	\$44,653.91
HP Z240 SFF Workstation	L8T14AV			
HP Z240 SFF 200W 85 percent efficient Chassis	M0U72AV			
HP Z240 Workstation Country Kit	L8T15AV#ABA			
Win 10 Pro 64	L8S17AV#ABA			
Intel Core i7-6700 3.4GHz (up to 4.0GHz) 8M 4C SFF CPU	N2G31AV			
NVIDIA Quadro K420 2GB DL-DVI(I)+DP 1st No cables included Graphics	N4G87AV			
8GB DDR4-2133 nECC (1x8GB) Unbuffered RAM	M6Q52AV			
Operating System Load to PCIe (Internal PCIE Storage drive required)	M8Z02AV			
HP Z Turbo Drive G2 256GB PCIe 1st SSD	M6V07AV			
9.5mm Slim SuperMulti DVDRW 1st ODD	L8S24AV			
HP USB Business Slim Keyboard	M6Q10AV#ABA			
HP USB Optical Mouse	M6Q14AV			
HP SD Card Reader	M6Q48AV			
HP Single Unit (SFF) Packaging	M6Q15AV			
HP 3/3/3 SFF Warranty (Supported only on Z240 SFF.)	L8S33AV#ABA			
Configurable- HP EliteDesk 800 G2 Small Form Factor L1G76AV	Base	\$1,280.57	3	\$3,841.71
HP EliteDesk 800 G2 Small Form Factor	L1G76AV			
*Note	Included			
L1G76AV - A maximum of 4 PCIE (two 1x16 and two 1x1				

OR one 1x16 and three 1x1 OR 0 1x16 and four 1x1) devices are allowed. A combined maximum of 4 total slots available.

Windows 10 Pro 64	N1H64AV#ABA
Chipset	Included
Intel Q170	
HP EliteDesk 800 G2 SFF Standard Chassis	L1G79AV
Intel Core i5-6500 3.2G 6M 2133 4C CPU	N8G71AV
Intel Inside Core i5 SFF Label (Required when base unit = SFF and an i5 processor is selected)	P1V41AV
8GB DDR4-2133 DIMM (1x8GB) RAM	L1G66AV
HP SD Media Card Reader	L1G85AV
256GB SATA 2.5 3D SSD	L1Z20AV
Slim Desktop SuperMulti DVDRW ODD (A selection from this category is Required (Min=1) if Internal Storage HP 9.5mm Slim Removable SATA 500GB is not selected)	L1Z46AV
NVIDIA GeForce GT 730 2GB PCIe x8 GFX	L1G59AV
HP DisplayPort Cable	L1P71AV
Integrated Network	Included
Intel® i219LM Gigabit Network Connection	
HP USB Business Slim Keyboard	L1R47AV#ABA
HP USB Mouse	C8N39AV
HP SFF Chassis Tower Stand	L1G86AV
Single Unit (SFF) Packaging	L1P90AV
HP EliteDesk 800 Country Kit	L1Z49AV#ABA
3/3/3 SFF Warranty	L2X26AV#ABA

SubTotal:	\$48,495.62
9% Sales Tax:	\$4,364.61
Total :	\$52,860.23

The terms and conditions of the CA - STATE OF CALIFORNIA (NASPO VP PC) will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this quote was created, go to:
<http://gem.compaq.com/gemstore/entry.asp?SiteID=1010>

* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

* This quotation may contain open market products which are sold in accordance with HP's Standard Terms and Conditions. HP makes no representation regarding the TAA status for open market products. Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty.

* Please contact HP Public Sector Sales with any questions or for additional information:

K12 Education:	800-888-3224	Higher Education:	877-480-4433
State Local Govt:	888-202-4682	Federal Govt:	800-727-5472
Fax:	800-825-2329	Returns:	800-888-3224

* For detailed warranty information, please go to www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

Microsoft Office 2016 Bids

QUOTE CONFIRMATION



DEAR THERESA OLIVARES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HHKZ594	8/16/2016	HHKZ594	4471556	\$30,459.40

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Office Professional Plus 2016 - license Mfg. Part#: 79P-05582 UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: California DGS SLP Microsoft (SLP-13-70-0025W)	15	3845745	\$334.56	\$5,018.40
Microsoft Office Standard 2016 - license Mfg. Part#: 021-10559 UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: California DGS SLP Microsoft (SLP-13-70-0025W)	103	3845732	\$247.00	\$25,441.00

PURCHASER BILLING INFO	SUBTOTAL	AMOUNT
Billing Address: CITY OF IRWINDALE ACCTS PAYABLE 5050 IRWINDALE AVE IRWINDALE, CA 91706-2192 Phone: (626) 430-2200 Payment Terms: Net 30 Days-Govt State/Local	SUBTOTAL	\$30,459.40
	SHIPPING	\$0.00
	GRAND TOTAL	\$30,459.40
DELIVER TO Shipping Address: CITY OF IRWINDALE THERESA OLIVARES 5050 IRWINDALE AVE IRWINDALE, CA 91706-2192 Phone: (626) 430-2200 Shipping Method: ELECTRONIC DISTRIBUTION	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION		
	Jon Burandt	(877) 449-8373 jonbura@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

© 2016 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.200.4239



HPC Computers USA Inc.

411 E. Huntington Dr
 Suite # 110
 Arcadia, CA 91006
 USA
 Voice: (626) 821-6325
 Fax: (626) 821-6335

QUOTATION

Quote Number: 12336
 Quote Date: Jul 27, 2016
 Page: 1

Your One-Stop Computer Shop! Please call us for any HP, Brother, IBM/Lenovo, Toshiba products or service.

Quoted To:

CITY OF IRWINDALE
 ACCOUNTS PAYABLE
 5050 NORTH IRWINDALE AVENUE
 IRWINDALE, CA 91706
 626-430-2200

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF IRWINDALE 01	8/26/16	Net 10	MIKE

Quantity	Item	Description	Unit Price	Amount
15.00		GOVT. MICROSOFT OFFICE PRO 2016 PART NO. 79P-05579	353.00	5,295.00
103.00		GOVT MS OFFICE 2016 STANDARD 021-10556	258.00	26,574.00

Thank you for your request for a quote. Please keep in mind that this is an estimate to complete the work stated above. If additional costs should incur with parts or service, we will inform you before completing the work. Please sign below to authorize the work listed above. Please be sure to back up your data, as HPC will not be responsible for any lost data.

Subtotal	31,869.00
Sales Tax	
TOTAL	31,869.00

QUOTATION

1652 Yeager Avenue
 La Verne, CA 91750
 (909) 394-5188
 fax (909) 394-5190



DATE	QUOTATION NO.
08/17/16	TO081716A-PR

CONTACT	BILLING	ACCOUNT REP
Theresa Olivares <u>626-430-2294</u>	City of Irwindale 5050 North Irwindale Avenue Irwindale, CA 91706 Attn. Accounts Payable	Pamela Rumph 909-394-5188 <u>pam@intelli-tech.com</u> Sandy Nguyen
RFQ #	SHIP	PURCHASE ORDER NO
	City of Irwindale 5050 North Irwindale Avenue Irwindale, CA 91706 Attn: Receiving	
		TERMS
		NET 30
		DEPARTMENT
		FOB
		Freight

#	Qty	Part No.		ETA	Price	Extended
1	15	79P-05579	Govt Microsoft Office 2016 Professional Lic incl: Word, Excel, PowerPoint, OneNote, Outlook Publisher and Access	email	\$ 358.00	\$ 5,370.00
2	103	021-10556	Govt Microsoft Office 2016 Standard Lic incl: Word, Excel, PowerPoint, OneNote, Outlook and Publisher	email	\$ 262.00	\$ 26,986.00
Sub-total						\$ 32,356.00
Grand Total						\$ 32,356.00

AGENDA REPORT

COUNCIL AGENDA
ITEM 1k

Date: August 24, 2016

AUG 24 2016

To: Mayor and Council Members

From: John Davidson, City Manager

Issue: 2nd Reading of Ordinance No. 705

City Manager's Recommendation

That the City Council adopt on second reading Ordinance No. 705 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING DEVELOPMENT AGREEMENT NO. 01-2015 BETWEEN CITY OF IRWINDALE AND MT. OLIVE STORAGE, LLC, TO ALLOW THE INSTALLATION OF A V-SHAPED, TWO-PANEL, DIGITAL DISPLAY BILLBOARD AT THE SOUTH POINT OF PROPERTY LOCATED AT 2500 E. CENTRAL AVENUE (APN: 8604-018-002) CURRENTLY OCCUPIED BY THE MT. OLIVE SELF-STORAGE FACILITY EAST OF THE I-605 FREEWAY AND NORTH OF THE I-210 FREEWAY IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF; AND FINDING THE PROJECT EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT." Reading shall be by title only and waiving further reading thereof.

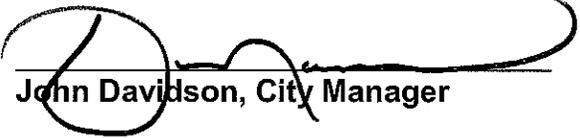
Analysis

At its meeting of August 10, 2016, the 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: John Davidson, City Manager
Fred Galante, City Attorney
Gus Romo, Community Development Director


John Davidson, City Manager

Attachment

Ordinance No. 705

ORDINANCE NO. 705

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING DEVELOPMENT AGREEMENT NO. 01-2015 BETWEEN CITY OF IRWINDALE AND MT. OLIVE STORAGE, LLC, TO ALLOW THE INSTALLATION OF A V-SHAPED, TWO-PANEL, DIGITAL DISPLAY BILLBOARD AT THE SOUTH POINT OF PROPERTY LOCATED AT 2500 E. CENTRAL AVENUE (APN 8604-018 002) CURRENTLY OCCUPIED BY THE MT. OLIVE SELF-STORAGE FACILITY EAST OF THE I-605 FREEWAY AND NORTH OF THE I-210 FREEWAY IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF; AND FINDING THE PROJECT EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, John Bea, on behalf of Mt. Olive Storage, LLC, 2500 E. Central Avenue, Irwindale, CA 91706, the Applicant, has made a request for approval of a Development Agreement (Attachment 1) to allow the installation of a V-shaped, two panel, digital display billboard to replace a previously existing static billboard. The proposed billboard will consist of two 14'x48' digital panels in a V-shape design facing east and west bound traffic just north of the I-210 Freeway and east of the I-605 Freeway. The billboard will be located at the same location as the previous billboard and at the same height. The digital panels are proposed on a single pole structure at a total height of 70 feet from the ground but no higher than the maximum allowed height of 65 feet as measured from the higher finished grade of the adjacent freeway from which the advertising display is to be viewed; and

WHEREAS, The Subject Property is zoned M-2 (Heavy Manufacturing). Per Irwindale Municipal Code (IMC) Subsection 17.72.030, the repair, replacement, or new installation of a static or digital billboard requires the approval of a Development Agreement with appropriate standards and public benefits to be negotiated with the City and complying with all other standards imposed by the IMC; and

WHEREAS, In accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the Project is exempt from the provisions of CEQA pursuant to Section 15061 (b) (3), which states that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is NOT subject to CEQA. In this case, a prior static billboard existed at the same location for approximately 30 years and was removed to make way for the new sign. As such, no further review is required. Further, the City has determined this project will not have, either individually or cumulatively, an

adverse impact on fish and wildlife resources in that the billboard is proposed within an existing paved area. A Notice of Exemption was prepared and will be filed with the County Clerk pending City Council action following the Planning Commission's recommendation; and

WHEREAS, On July 20, 2016, the Planning Commission conducted a duly noticed public hearing, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the Proposed Project; closed the public hearing; and, after discussion, approved Resolution No. 683(16) recommending that the City Council approve Development Agreement No. 01-2015; and

WHEREAS, On August 10, 2016, the project was scheduled before the City Council as a duly noticed public hearing, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the Proposed Project; closed the public hearing; and, after discussion, conducted a first reading of this Ordinance approving Development Agreement No. 01-2015; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council finds as follows:

Development Agreement Findings:

a. Development Agreement No. 01-2015 is consistent with the provisions of the Development Agreement statutes, at Government Code sections 65864 et seq.

b. The proposed digital billboard per Development Agreement No. 01-2015 is consistent with the General Plan and M-2 Zoning designation.

c. Development Agreement No. 01-2015 contains provision for annual review of Developer's compliance with its terms, is limited in duration for twenty (20) years following final permit approvals unless duly extended following negotiations between the City and Mt. Olive Storage, LLC, and specifies the permitted use of the site related to the billboard and provisions for City access to the site when necessary.

d. Approval of Development Agreement No. 01-2015 is exempt from the provisions of CEQA pursuant to Section 15061 (b) (3) of the CEQA Guidelines, as further described above.

SECTION 3. In light of the above findings and further testimony and documentation provided at the public hearing to consider approval of the project described in Development Agreement No. 01-2015, the City Council hereby approves Development Agreement No. 01-2015 and authorizes its execution and all actions necessary to comply with its terms.

SECTION 4. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute this Ordinance on behalf of the City of Irwindale forthwith upon its adoption.

SECTION 5. The Deputy City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

PASSED, APPROVED, AND ADOPTED this 10th day of August, 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 Ordinance No. 705 was duly introduced at a special meeting of the Irwindale City Council held on the 10th day of August 2016, and was duly approved and adopted on second reading at its regular meeting held on the _____ day of _____, 2016, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused a copy of Ordinance No. 705, adopted by the City Council of the City of Irwindale at its regular meeting held _____, 2016, to be posted at the City Hall, Library, and Post Office on _____, 2016.

Dated: _____

Laura M. Nieto, CMC
Deputy City Clerk

ATTACHMENT 1
DEVELOPMENT AGREEMENT NO. 01-2015

Recording Requested by And
When Recorded Return to:

CITY OF IRWINDALE
5050 N. Irwindale Ave.
Irwindale, CA 91706
Attn: City Clerk

[Exempt From Recording Fee Per Gov. Code §6103]

DEVELOPMENT AGREEMENT NO. 01-2015

This Development Agreement ("Agreement") is entered into this [redacted] day of [redacted] 2016, ("Effective Date") by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and Mount Olive Storage LLC, a California limited liability company ("Developer").

RECITALS

A. California Government Code Sections 65864, *et seq.*, ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development.

B. Developer owns that certain portion of real property, located adjacent to north side of the 210 Freeway, approximately 850 feet east of the 605 Freeway, in the City of Irwindale, Assessor Parcel Number 8604-018-002, as more specifically described in Exhibit "A" and partially depicted in Exhibit "C", attached hereto and incorporated herein ("**Mount Olive Site**").

C. Pursuant to the terms of this Agreement, Developer seeks to install two illuminated L.E.D. displays ("**Digital Displays**") in a v-shape design oriented towards east and westbound traffic on the 210 Freeway on the Mount Olive Site at the same location where a double-sided billboard was previously located and removed in April of 2015.

D. Developer owns the Mount Olive Site and, thus, qualifies to enter into this Agreement in accordance with Development Agreement Law.

E. In exchange for the approvals sought to install the Digital Displays, Developer has offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 below, for the cost to the City to mitigate the impact of the installation of the digital sign panels on the Billboards; and

2. Provide advertising time on the Digital Displays on a space available basis to the City for public service and civic causes.

F. The Mount Olive Site is located within the City's M-2, Heavy Manufacturing Zone, designated by the General Plan as Industrial/Business Park, and subject to Conditional Use Permit 15-04 (2006).

G. Developer and City agree that a development agreement should be approved and adopted to memorialize the property expectations of City and Developer as more particularly described herein.

H. On July 20, 2016, the Planning Commission of the City, at a duly noticed hearing to consider the approval of this Agreement, adopted Resolution No. 683(16) recommending approval of this Agreement to the City Council and the filing of a Notice of Exemption pursuant to the provisions of the California Environmental Quality Act ("CEQA").

I. On August 10, 2016, the City Council of the City, at a duly noticed hearing to consider the approval of this Agreement, considered the proposal, heard testimony, and introduced Ordinance No. 705.

J. The City Council has found that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the City's General Plan. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives. Developer will remove the digital displays if an extension of this Agreement is not negotiated with City and shall have the right to convert the Digital Display to a static billboard with two facings.

K. On [REDACTED], 2016, the City Council held the second reading of Ordinance No. 705, thereby approving this Agreement.

L. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No.705 of the City Council have been duly and regularly taken.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 **Definitions.** This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized, when used in the Agreement. In addition to the terms defined in the Recitals above, the defined terms include the following:

1.1.1 "Agreement" means this Development Agreement and all attachments and exhibits hereto.

1.1.2 "City" means the City of Irwindale, a California municipal corporation and charter city.

1.1.3 "City Council" means the City Council of the City.

1.1.4 "Developer" means Mount Olive Storage LLC, a California limited liability company duly existing and operating, and its successors and assigns, doing business at 2500 E. Central Avenue, Irwindale, CA 91706.

1.1.5 "Digital Displays" shall have the meaning ascribed in the Recitals above.

1.1.6 "Development Approvals" means the approved Development, based on the recommended approval by the Planning Commission and approval of the City Council, as further described at Recital I and Section 3.3 herein.

1.1.7 "Effective Date" means the date inserted into the preamble of this Agreement, which is 30 days following approval of this Agreement by ordinance of the City Council, provided the Agreement is signed by the Developer and City.

1.1.8 "Final Permits" shall have the meaning set forth at Section 2.6.

1.1.9 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of City, including, but not limited to, the City's General Plan, Municipal Code, Zoning Code, and Conditional Use Permit 15-04 (2006), which govern development and use of the Sites, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of the Digital Displays and the design, improvement and construction standards and specifications applicable to the Development of the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include National Pollutant Discharge Elimination System ("NPDES") regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.10 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, a lender or each of their respective successors and assigns.

1.1.11 "Mount Olive Site" shall have the meaning ascribed in the Recitals above.

1.1.12 "Owner" or "Owners" mean the individual or collective owners, respectively, of the Sites. Specifically, Developer is the current owner of the Mount Olive Site.

1.1.13 "Project" means the installation, operation and maintenance of the 70-foot tall (65 feet maximum from freeway grade), 14 x 48 foot double-sided V-shape Digital

Displays on the Mount Olive Site, all in accordance with the Development Approvals and this Agreement, including the Scope of Development attached hereto as Exhibit "B", Schedule of Performance attached hereto as Exhibit "D" and all conditions of approval and consistent with the approval from the California Department of Transportation Outdoor Advertising Division.

1.1.14 "Site" refers to the Mount Olive Site, as such site is more specifically described on Exhibit "A" and depicted on Exhibit "C" attached hereto and incorporated herein.

1.1.15 "Schedule of Performance" means the Schedule of Performance attached hereto as Exhibit "D" and incorporated herein.

1.1.16 "Scope of Development" means the Scope of Development attached hereto as Exhibit "B" and incorporated herein.

1.1.17 "Subsequent Land Use Regulations" means any Land Use Regulations effective after the Effective Date of this Agreement (whether adopted prior to or after the Effective Date of this Agreement) which govern development and use of the Billboard Sites.

1.1.18 "Term" shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.2 **Exhibits.** The following documents are attached to, and by this reference made a part of, this Agreement: Exhibit "A" (Legal Description of Sites), Exhibit "B" (Scope of Developments), Exhibit "C" (Site Plan and Elevations) and Exhibit "D" (Schedule of Performance).

2. GENERAL PROVISIONS.

2.1 **Binding Effect of Agreement.** From and following the Effective Date, actions by the City and Developer with respect to the Project, including actions by the City on applications for Subsequent Development Approvals affecting the Sites, shall be subject to the terms and provisions of this Agreement.

2.2 **Interest in Site.** Developer represents to City that Developer has a 100% ownership interest in the Site and thus is qualified to enter into and be a party to this Agreement under the Development Agreement Law. Additionally, prior to the execution of this Agreement, Developer has provided the City with documentation to the City's satisfaction which demonstrates that Developer holds 100% ownership interest in the Site.

2.3 **Assignment.** Developer may assign or otherwise transfer this Agreement, or any part of this Agreement, to any other entity, upon presentation to the City of an assignment and assumption agreement in a form reasonably acceptable to the City Attorney and the City's written approval of such assignment or transfer by the City Manager, which shall not be unreasonably withheld if the assignee is able to demonstrate sufficient financial assets and experience in undertaking the obligations under this Agreement. However, Developer may, from

time to time and one or more times, assign this Agreement, to another entity without City approval, but with written notice to the City, as long as (1) Property Owner has and maintains at least a twenty-five percent (25%) ownership interest in the assignee(s) or transferee(s); and (2) any assignee(s) or transferee(s) executes an assumption agreement assuming all of Developer's duties and obligations hereunder to the extent of the interest assigned or transferred. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of; (i) twenty (20) years after the date Developer receives Final Permits, as defined in Section 2.6 below; (ii) this Agreement is terminated per Section 6.1, or; (iii) the permanent removal of the Digital Displays constructed pursuant to the terms hereof. If one face of the Digital Displays is removed permanently and which Digital Display may, at Developer's sole discretion, be replaced with a static face, the then-current Development Fee will be reduced by one half (1/2) and the Agreement will remain in full force and effect for the second digital face. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. If no extension of this Agreement is agreed to, then the Digital Displays shall be removed within the times and as set forth under Section 4 below.

2.5 Processing Fee. Upon submission of its application for the approvals granted by this Agreement, Developer has paid to City a processing ("Processing Fee") in the amount of Three Thousand Six Hundred Sixty Six and 001/00 Dollars (\$3,666.00), which includes (1) the Development Agreement fee of \$3,000 as an initial deposit for the City Attorney costs of preparation, (2) Environmental Documentation fee of \$250; (3) Public Hearing Notices deposit of \$350, which does not include the actual cost of ads, and (4) a Noticing fee of \$66, representing \$2 per parcel times the number of parcels to receive public hearing notices. The City shall retain and use the Processing Fee, or any part thereof, for any public purpose within the City's discretion. In addition to the Processing Fee, any additional City Attorney fees incurred by City in the preparation and negotiation of the Development Agreement, not to exceed \$10,000 plus the actual amount of the costs of the Public Hearing Notice ads, shall be Developer's responsibility to pay. The Processing Fee shall be separate from all fees which are standard and uniformly applied to similar projects in the City, including, but not limited to, business license fees (due by Developer to City annually); one time plan check fee and building permit fee and any other fees imposed by the City as may be applicable. Additionally, within 30 days of the City providing Developer with a final invoice of legal fees (subject to the above cap) or incurred by City related to the negotiation and preparation of this Agreement and Public Hearing Notice ads, Developer shall pay City any outstanding balance of such fees.

2.6 Development Fee. The potential aesthetic impacts of the Project on City and surrounding community are discussed in the CEQA documents prepared as part the review process of this Agreement. The Parties agree an annual fee paid by Property Owner to City would adequately mitigate those aesthetic impacts, because that fee will provide City resources to install and maintain other aesthetic improvements throughout the community, including, but not limited to, landscaping, street medians, signs in public parks, street sweeping, street signs

and street lighting. To that end, Developer and City agree that an annual development fee paid by Developer to City would adequately mitigate all such potential impacts. The parties therefore agree that, subject to the obligations of Section 2.7 below, Developer shall pay an annual development fee to City of Sixty Thousand Dollars (\$60,000.00) per year (representing \$30,000 per Digital Display) thereafter to be adjusted yearly by the change in the price level of the Bureau of Labor Statistics Producer Price Index for the prior year, increased annually in proportion to the cumulative increase during the preceding twelve (12) month period (ending ninety (90) days before the relevant anniversary date to allow for a lag in reporting) in the Consumer Price Index published by the Bureau of Labor Statistics of the U.S. Department of Labor for Urban Wage Earners and Clerical Workers, Los Angeles-Riverside-Orange County, California (1982-84=100) "All Items", or any successor index thereto.

This pay schedule reflects the Development Fee for the operation of two (2) Digital Display units. The Development Fee shall be paid annually, with the first installment due no later than one (1) year after Developer receives final approval to construct the Digital Display from the applicable governmental authorities for any and all required permits to maintain and operate the Digital Displays as contemplated under this Agreement ("Final Permits"). Developer shall notify City within five (5) days of its receipt of any income received from use of the Digital Displays and of all Final Permits for the purpose of determining the date annual payments of the Development Fee shall commence. Nothing herein relieves the City from its contractual duty to issue all municipal building permits that are associated with the Project if Developer is in compliance with the terms of this Agreement. In compliance with the provisions of Government Code section 65865(e), City shall maintain the Development Fee, it receives pursuant to this Agreement and other similar agreements in a separate capital facilities account to be expended for the purpose of enhancing and/or improving the aesthetics of the community within the City of Irwindale, such as through new street signs, street lighting, increased landscaping, heightened landscape maintenance, removal of code violations that impact the aesthetics of the community, and other related aesthetic uses.

2.7 Community Benefits. Developer shall also provide free of charge to City on a space-available basis, advertising space on the Digital Displays. Such advertising space shall only be made available for the use of City-related events or agencies. In no event shall the City make the advertising space available to any competitor of Developer or any third party without the express, written consent of Developer. City will be responsible for creating the design of any displays, subject to review and approval of a suggested copy from City by Developer. City will provide any display in electronic format at no cost to the Developer.

2.8 Prohibited Use. Developer shall not utilize any of the displays on the Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, including, but not limited to, ads such as "Adult Con", vulgar or obscene images or language, or as may be prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally-applicable to all digital displays by any duly and valid city ordinance.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 **Rights to Develop Digital Displays on the Sites.** Subject to and during the Term of this Agreement, Developer shall develop the Project on the Sites in accordance with, and to the extent of, the Development Approvals, the Land Use Regulations, and this Agreement.

3.2 **Effect of Agreement on Land Use Regulations.** Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Sites, the density and intensity of use of the such Sites, the maximum height and size of proposed structures, and the design, and improvement and construction standards and specifications applicable to development of the Project shall be as set forth in the Land Use Regulations, as such term is defined in Section 1.1.9, which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

3.3 **Development Approvals.** Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Sites, secure or cause to be secured all necessary Development Approvals, which shall include any and all permits and approvals which may be required by City or any other governmental agency or utility affected by such construction, development or work to be performed by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA"). Not by way of limiting the foregoing, in developing and constructing the Project, Developer shall comply with all (1) applicable development standards in City's Municipal Code, (2) applicable NPDES requirements pertaining to the Project, (3) all applicable building codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

3.4 **Timing of Project; Scope of Development.** Developer shall commence the Project within the time set forth in the Schedule of Performance, attached hereto as Exhibit "D," "Commencement" of the Project is defined herein as commencement of construction or improvements under the building permit for the construction of the Digital Displays on the Sites as soon as possible following Developer's receipt of Development Approvals. In the event that Developer fails to meet the schedule for Commencement of the Project, and after compliance with Section 5.4, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 9.10 delay the commencement or completion of the Project, it would not constitute grounds for any termination rights found within this Agreement. In such case, the timeline to commence or complete the relevant task shall be extended in the manner set forth at Section 9.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction of the Project on the Sites. Developer shall also maintain the Digital Displays at all times during the Term in accordance with the maintenance provisions set forth in Section 3, the Scope of Development, attached as Exhibit "B" herein.

The purpose of this Agreement is to set forth the rules and regulations applicable to the Project, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "B") which sets forth a description of the Project and the Schedule of Performance (Exhibit "D").

3.5 Changes and Amendments. Developer may determine that changes to the Development Approvals are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Development Approvals to effectuate such change(s); provided that the City may request written consent from Owner if the modification is deemed material. The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing the City shall use reasonable discretion and shall not apply a standard different than that used in evaluating requests of other developers. Accordingly, under no circumstance shall City be obligated in any manner to approve any amendment to the Development Approvals. The City Manager shall be authorized to approve any non-substantive amendment to the Development Approvals without processing an amendment to this Agreement. All other amendments shall require the approval of the City Council. The parties acknowledge that any extension of the Term for no more than twenty-four (24) months total is an example of a non-substantive change, which the City Manager, in his or her reasonable discretion, may approve in writing. Nothing herein shall cause Developer to be in default if it upgrades the digital display installed pursuant to this Agreement during the term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement, Land Use Regulations and Subsequent Land Use Regulations

3.6 Reservation of Authority.

3.6.1 *Limitations, Reservations and Exceptions.* Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Project:

(a) Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by City as Subsequent Land Use Regulations, if

adopted prior to the issuance of a building permit for development of the Digital Displays. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, developer may terminate this Agreement upon ninety (90) days prior written notice.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to development of the Project.

(f) Applicable Federal, State, County, and multi-jurisdictional laws and regulations which City is required to enforce as against the Sites or the development of the Project and that do not have an exception for existing signs or legal nonconforming uses.

3.6.2 *Future Discretion of City.* This Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

3.6.3 *Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.* In the event that applicable federal, State, County, or multi-jurisdictional laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such federal, State, County, or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.7 **Regulation by Other Public Agencies.** It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Project as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the Digital Displays and the Site that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Project and that do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder,

Developer may terminate this Agreement upon ninety (90) days prior written notice or request a change or amendment pursuant to Paragraph 3.5, ante.

3.8 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any subsequent Development Approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine subject to the following conditions.

3.8.1 The payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

3.8.2 The timing of the Exaction should be reasonably related to the development of the Project and said public improvements shall be phased to be commensurate with the logical progression of the Project development as well as the reasonable needs of the public.

3.8.3 It being understood, however, that if there is a material increase in cost to Developer or such action by City otherwise materially impacts developer's its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice

3.9 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Project, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site and not the Digital Displays or Developer, including the following:

3.9.1 Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date or are included in the Development Approvals;

3.9.2 Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes;

3.9.3 Developer shall be obligated to pay all fees applicable to a permit application as charged by City at the time such application is filed by Developer;

3.9.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval.

3.10 Notwithstanding anything to the contrary herein, if there is a change in such fees to those charges as of the full execution hereof or any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts

its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

4. REMOVAL OF DIGITAL DISPLAYS

4.1 **Removal by Developer.** Developer has the right to negotiate an extension of the Term as an amendment to this Agreement. If the extension of the Term is not granted by the City, the Digital Displays will be removed and both displays may be converted back to static displays. Should City be required to enforce the terms of this Agreement and removal of the Digital Displays, Developer shall reimburse City its reasonable city staff, consultant and City Attorney costs incurred in securing such removal; provided, however, that the right to recover such costs and fees is reciprocal, pursuant to Sec. 1717, California Civil Code. Notwithstanding the foregoing, within the term of this Agreement, as may be duly extended per the terms herein, Developer reserves the right, in Developer's sole and absolute discretion, to replace the Digital Displays with other digital displays that conform to the requirements of this Agreement, to upgrade the digital displays, or to permanently remove one or both of the Digital Displays.

4.2 **City's Right to Removal.** Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the Digital Displays. Should such a breach occur, City may only require removal of the Digital Displays within ninety (90) days of City's notice to Developer of such breach.

5. REVIEW FOR COMPLIANCE.

5.1 **Annual Review.** The City Council shall review this Agreement annually at city's sole cost, on or before the anniversary of the Term, to ascertain the good faith compliance by Developer with the terms of the Agreement ("Annual Review"). However, no failure on the part of City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement. Developer shall cooperate with the City in the conduct of such any Annual Review and provide the following information and documentation to the City at least thirty (30) days before the anniversary of the Term: (1) description of all complaints from Caltrans or the City regarding the Digital Displays or Billboards, (2) description of all complaints from the public regarding the display unrelated to any content of the message displayed, (3) any updates to Developer's contact information related to complaints concerning the billboards, as required in the conditions at Exhibit "B", Section 6 herein, (4) status and amount of all payment obligations to the City required under this Agreement for the year in question and cumulatively beginning from the Commencement of the Project herein, (5) any easement or lease changes that could in any way materially impact the City or the obligations under this Agreement, (6) any utility changes that could in any way materially impact the City or the obligations under this Agreement, (7) any maintenance issues addressed or needing to be addressed per the requirements of Exhibit "B", and (8) whether any City messages per Section 2.8 have been displayed during the preceding year of the Term and a description of the duration of such displays.

5.2 **Special Review.** The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at City's sole cost ("Special Review"). Developer shall cooperate with the City in the conduct of such any Special Review.

5.3 City Rights of Access. Subject to the City's execution of a permit to enter in form reasonably acceptable to Owner, the City, its officers, employees, agents and contractors, shall have the right, at their sole risk and expense, to enter the Sites at all reasonable times with as little interference as possible for the purpose of assuring compliance with this Agreement, conducting the review under this Section 5, as well as inspection, construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Sites, or to perform any rights of the City under Section 4.2 above. Prior to any such entry by City, City will deliver Developer twenty-four (24) hour written notice of its intention to enter. This notice shall be delivered to Developer's office at 1500 Crestfield Drive, Duarte, CA 91010 (which serves as the mailing address for Developer's address identified in Section 1.1.4), during business hours. Any damage or injury to the Sites or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. Notwithstanding the foregoing, or any other provision in this Agreement (including without limitation Section 4.2 above), the City shall have no right whatsoever to enter the Site unless and until the City executes and delivers to Owner a permit to enter in form reasonably acceptable to Owner (except that this provision is not intended to interfere with the City's police powers to address any nuisance, dangerous condition, or other condition pursuant to the City's ordinances). Notwithstanding anything to the contrary herein, in no event will City representatives ever climb up the pole of the sign during any inspection.

5.4 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of the Agreement, either party concludes that the other party has not complied in good faith with the terms of the Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have thirty (30) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such thirty (30) days period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance does not believe it is out of compliance and contests the Notice, it shall do so by responding in writing to said Notice within thirty (30) days after receipt of the Notice. If the response to the Notice of Non-Compliance has not been received in the offices of the party alleging the non-compliance within the prescribed time period, the Notice of Non-Compliance shall be conclusively presumed to be valid. If a Notice of Non-Compliance is contested, the parties shall, for a period of not less than fifteen (15) days following receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice. In the event that a cure or remedy is not timely effected or, if the Notice is contested and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" as defined in, and subject to the provisions of, Section 9.10.

5.5 Certificate of Agreement Compliance. If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, City

shall, upon request by Developer, issue a Certificate of Agreement Compliance ("Certificate") to Developer stating that, after the most recent Annual Review or Special Review, and based upon the information known or made known to the City Manager and City Council, that (1) this Agreement remains in effect and (2) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer may record the Certificate with the County Recorder. Additionally, Developer may, at any time, request from the City a Certificate stating; in addition to the foregoing, which obligations under this Agreement have been fully satisfied with respect to the Sites.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 *Termination of Agreement for Material Default of Developer.* City, in its discretion, may terminate this Agreement for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.4. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that City may retain all fees accrued up to the date of the termination, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the Digital Displays that equates to the percentage of time elapsed in the year of the Term at the time of termination.

6.1.2 *Termination of Agreement for Material Default of City.* Developer, in its discretion, may terminate this Agreement for any material failure of City to perform any material duty or obligation of City hereunder or to comply in good faith with the term of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.4. In addition, Developer may terminate this Agreement if, despite Developer's good faith efforts, it is unable to secure the necessary permits and/or compliance with requirements under laws necessary to effectuate the Project. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the Digital Displays that equates to the percentage of time elapsed in the year of the Term at the time of termination.

6.1.3 *Rights and Duties Following Termination.* Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination, (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (iii) Developer's obligation to remove the Digital Displays pursuant to Section 4.1 or (iv) any continuing obligations to indemnify other parties.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1 Insurance.

7.1.1 *Types of Insurance.*

(a) *Liability Insurance.* Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer comprehensive broad form general liability insurance against claims and liabilities covered by the indemnification provisions of section 7.2. Developer has agreed to indemnify City hereunder to the extent of the liability insurance coverage with respect to its use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, providing protection of a least One Million Dollars (\$1,000,000) for bodily injury or death to any one person, at least Two Million Dollars (\$2,000,000) for any one accident or occurrence, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same coverage required of Developer.

(b) *Worker's Compensation.* Developer shall also furnish or cause to be furnished to City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) *Insurance Policy Form, Sufficiency, Content and Insurer.* All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the insurer waives the right of subrogation against City and against City's agents and representatives except as provided in this Section; (ii) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this agreement; and (iii) the policies cannot be canceled or materially changed except after written notice by the insurer to City or City's designated representative as expeditiously as insurance company agrees to provide notice. Developer shall furnish City with certificates evidencing the insurance City shall be named as an additional insured on all liability policies of insurance required to be procured by the terms of this Agreement.

7.1.2 *Failure to Maintain Insurance and Proof of Compliance.* Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(1) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "D" (Schedule of Performance), Item No. 8.

(2) The City can request to see updated copies of the current certificates of all insurance policies required. The City reserves the right to obtain copies of the entire insurance policy, including endorsements.

If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that the insurance has been procured and is in force and paid for, after complying with the requirements of Section 5.4, the City may view such failure or refusal shall be a default hereunder.

7.2 Indemnification.

7.2.1 *General.* Developer shall indemnify the City and Owner, and their respective officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Developer, its agents, employees, subcontractors, or invitees, hereunder, upon the Site or to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning this Agreement and related Resolutions or Ordinance No. 705. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense. To this end,

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or Owner or their respective officers, agents, or employees for any such claims or liabilities arising out of or in connection with such work, operations, or activities of the Developer hereunder, and Developer agrees to save and hold the City and Owner and their respective officers, agents, and employees harmless therefrom.

7.2.2 *Exceptions.* The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees, who are directly responsible for the City.

7.2.3 *Additional Coverage.* Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of:

(1) Any accident or other occurrence in or on the Site causing injury to any person or property whatsoever caused by Developer;

(2) Any failure of Developer to comply with performance of all of the provisions of this Agreement;

(3) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the site caused solely by Developer, including but not limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

(a) **Loss and Damage.** Except as set forth below, City shall not be liable for any damage to property of Developer, Owners or of others located on the Site, nor for the loss of or damage to any property of Developer, Owners or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The foregoing two (2) sentences shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage when accessing or entering the Site or to the extent they cause any damage to any improvements thereon, or (ii) to the extent covered in any permit to enter executed by the City.

(b) **Period of Indemnification.** The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of this Agreement.

7.3 Waiver of Subrogation. Developer and City each agrees that it shall not make any claim against, or seek to recover from the other or its agents, servants, or employees, for any loss or damage to it or to any person or property relating to this Project, except as specifically provided hereunder which include but is not limited to, a claim or liability arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees, who are directly responsible for the City.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and City agrees upon request, from time to time, to meet with Developer or Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested

interpretation or modification provided City determines such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Project or Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Project or Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project or Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project or Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Project or Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1 **Recordation of Agreement.** This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2 **Entire Agreement.** This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 **Severability.** If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

9.4 **Interpretation and Governing Law.** This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

9.5 **Section Headings.** All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 **Singular and Plural.** As used herein, the singular of any word includes the plural.

9.7 **Time of Essence.** Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.8 **Waiver.** Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9 **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit for the Parties and the Owners, as well as their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10 **Force Majeure.** Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the

party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to City and City shall return to developer any portion of the Development fee paid for any period after the effective date of such termination..

9.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

9.12 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

9.13 Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between City and Developer seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

9.14 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof is legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private activity, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Project into a "public work" project, and that nothing herein shall be interpreted to convey upon

Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17 Eminent Domain: No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of development agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon approval by the City Attorney.

9.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

To City: City of Irwindale
5050 N. Irwindale Ave.
Irwindale, CA 91706
Attn: City Manager

With Copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave., #1700

Irvine, CA 92612
Attn: Fred Galante, Esq.

To Developer: Mt. Olive Storage, LLC
John Bea
1500 Crestfield Drive
Duarte, CA 91010

With Copy To: Carlos Bea
2727 Pierce St.
San Francisco, CA 94123

9.21 **Nonliability of City Officials.** No officer, official, member, employee, agent, or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

City: CITY OF IRWINDALE

By _____
Mark A. Breceda, Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Developer: MT. OLIVE STORAGE, A
CALIFORNIA LIMITED
LIABILITY COMPANY

By: _____

By: _____

[end of signatures]

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On _____, 2016, before me, _____,
personally appeared _____ personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person whose name is subscribed to the within instrument and
acknowledged to me that she executed the same in her authorized capacity, and that by her
signature on the instrument the person or the entity upon behalf of which the person acted,
executed the instrument.

Witness my hand and official seal.

Notary Public

[SEAL]

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On _____, 2016, before me, _____,
personally appeared _____ personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person or the entity upon behalf of which the person
acted, executed the instrument.

Witness my hand and official seal.

Notary Public

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF SITES

Mount Olive Site:

LEGAL DESCRIPTION

Real property in the City of Irwindale, County of Los Angeles, State of California, described as follows:

PARCEL 1:

That portion of Section 32 in the Subdivision of the Ranch Azusa de Duarte, in the City of Irwindale, County of Los Angeles, State of California, as per map recorded in Book 6 Pages 80 to 82 inclusive of Miscellaneous Records, in the office of the County Recorder of said County, bounded Northerly by a line parallel with the Northerly line of said Section 32 and distant Southerly 80 feet therefrom; bounded Southeasterly by the Northwesternly line of Lot 107, Tract 16333, as per map recorded in Book 382, Pages 20 and 21 of Maps, in the office of said County Recorder; and bounded Westerly by a line parallel with and distant 439.42 feet Westerly from the center line of Crestfield Drive, 60 feet wide (and its Southerly prolongation) as shown on the map of said Tract 16333; and bounded Southerly by the Northerly line of the Atchison, Topoka and Santa Fe right of way, 50 feet wide.

PARCEL 2:

That portion of Section 32 in the Subdivision of the Ranch Azusa de Duarte, in the City of Irwindale, County of Los Angeles, State of California, as per map recorded in Book 6 Pages 80 to 82 inclusive of Miscellaneous Records, in the office of the County Recorder of said County, 60 feet wide, bounded Northerly by the Northerly line of said Section 32; bounded Easterly and Westerly by the prolongation Southerly of the Easterly and Westerly lines respectively of Crestfield Drive, 60 feet wide, as shown on the map of Tract 16333, recorded in Book 382 Page 2 of Maps, records of said County; and bounded Southerly by a line parallel with and distant Southerly 80 feet from the Northerly line of said Section 32.

PARCEL 3:

That portion of Section 32 in the Subdivision of the Ranch Azusa de Duarte, in the city of Irwindale, County of Los Angeles, State of California, as per map recorded in Book 6 Pages 80 to 82 inclusive of Miscellaneous Records, in the office of the County Recorder of said County; bounded Northerly by a line parallel with the Northerly line of said Section 32 and distant Southerly 80.00 feet therefrom; bounded Easterly by a line parallel with and distant 439.42 feet Westerly from the center line of Crestfield Drive, 60.00 feet wide (and its Southerly prolongation) as shown on the map of Tract 16333, recorded in Book 382 Page 20 of Maps, records of said County; bounded Southerly by the Northerly line of the right of way of the Atchison, Topoka and Santa Fe Railway, and bounded Westerly by a line parallel with and distant 596.50 feet Westerly from the center line of said Crestfield Drive (and its Southerly prolongation) as shown on the map of said Tract 16333.

PARCEL 4:

That portion of Section 32, Township 1 North, Range 10 West, of the Subdivision of the Rancho Azusa de Duarte, in the City of Irwindale, County of Los Angeles, State of California, as shown on map recorded in Book 6 Page 80 of Miscellaneous Records, in the office of the County Recorder of said County; bounded on the North by the North line of said Section 32; bounded on the East by the Southerly prolongation of the Westerly line of Crestfield Drive, 60 feet wide, as shown on the map of Tract 16333, recorded in Book 382 Pages 20 and 21 of Maps, records of said County; bounded on the South by a line parallel with the Northerly line of said Section 32 and distant Southerly 80 feet therefrom, and bounded on the West by a line parallel with the Southerly

prolongation of the center line of said Crestfield Drive and passing through a point in the North line of said Section 32, distant thereon South 89° 34' 05" West 596.50 feet from its intersection with said Southerly prolongation of the center line of Crestfield Drive.

PARCEL 5:

An easement of access for railroad spur track purposes, in and to a strip of land 20.00 feet wide, lying 10.00 feet on each side of the center line hereinafter described, including the right to move railroad equipment and related material across and beneath said freeway, through a structure to be constructed, under the roadbed of said freeway at approximately Engineer's station 344+87, with no right, however, of ingress and egress to the surface of said freeway, and that said easement shall cease and be extinguished upon discontinuance of use of said abutting lands for industrial purposes, and provided, that any and all maintenance of facilities which the owners of said abutting lands may install within said structure shall be obligated to said owners. The center line of said 20.00 foot strip of land is described as follows:

Commencing at the Southeastery terminus of said course described as having a bearing of North 67° 05' 00" West, and a distance of 23.06 feet; thence along said course North 67° 05' 00" West 11.53 feet to the true point of beginning for this description; thence South 52° 45' 43" West 352.27 feet to a tangent curve, concave Northwesterly and having a radius of 384.59 feet; thence Southwesterly along said curve through an angle of 15° 21' 27" an arc distance of 103.08 feet to the Northerly line of said railway right of way. The side lines of said strip to be prolonged or shortened to terminate in the boundary of hereinabove described Parcel 1.

(a) An unlimited and perpetual easement for ingress and egress for automobiles, trucks and other vehicles, and pedestrians and utilities and other right of way purposes over that portion of Lot 107, Tract 16333, in the City of Irwindale, County of Los Angeles, State of California, as per map recorded in Book 382 Pages 20 and 21 of Maps, in the office of the County Recorder of said County, 30 feet wide, bounded on the Northwest by the Northwesterly line of said Lot 107; bounded on the Southeast by a line parallel with and distant 30 feet, measured at right angles from said Northwesterly line of said Lot 107; bounded on the North by the Southerly line of Crownhaven Drive, 54 feet wide, as shown on the map of said Tract 16333; and bounded on the South by a line parallel with and distant 180 feet Southerly from the Northerly line of Section 32 in the Subdivision of the Rancho Azusa de Duarte, as per map recorded in Book 6 Pages 80 to 82 inclusive of Miscellaneous Records of said County.

(b) An unlimited and perpetual easement for ingress and egress for automobiles, trucks and other vehicles, and pedestrians, and utilities and other right of way purposes over that portion of Section 29 in the Subdivision of the Rancho Azusa de Duarte, in the County of Los Angeles, State of California, as per map recorded in Book 6 Pages 80 to 82 inclusive of Miscellaneous Records, in the office of the county Recorder of said County, 30 feet wide, bounded Northerly by the Southerly line of Tract 16333, recorded in Book 382 Page 20 of Maps, records of said County; and bounded Easterly by the prolongation Southerly of the Easterly line of Crestfield Drive, 60 feet wide, as shown on the map of said Tract 16333, recorded in Book 382 Page 20 of maps, records of said County; and bounded Easterly by the prolongation Southerly of the Easterly line of Crestfield Drive, 60 feet wide, as shown on the map of said Tract 16333; bounded Westerly by the prolongation Southerly of the center line of said Crestfield Drive; and bounded Southerly by the Northerly line of Section 32 in the Subdivision of said Rancho Azusa de Duarte.

(c) An unlimited and perpetual easement for railroad purposes and for a spur track or tracks leading from the right of the Atchison, Topeka and Santa Fe Railway Company, over that portion of Lot 107 in Tract 16333, in the County of Los Angeles, State of California, as per map recorded in Book 382 Pages 20 and 21 of Maps, in the office of said County Recorder of said County, bounded on the Northwest by the Northwesterly line of Lot 107, on the South by the curved Southerly line of said Lot 107, on the Southeast by their Southeastery line of said Lot 107, and

on the North by a line concentric with said curved Southerly line of Lot 107 and distant 100 feet Northeastly therefrom.

EXCEPTING from the above-described premises the following described parcel of real estate, situated in the County of Los Angeles, State of California.

That portion of Section 32, in the Subdivision of the Rancho Azusa de Duarte, in the City of Irwindale, County of Los Angeles, State of California, as shown on map recorded in Book 6 Pages 80 to 82 inclusive of Miscellaneous Records, in the office of the County Recorder of said County, described as follows:

Beginning at the point of intersection of the Northerly line of the Atchison Topeka And Santa Fe right of way, 50.00 feet wide, with the Northwesterly line of Lot 107 of Tract 16333, as shown on map recorded in Book 382 Pages 20 and 21 of Maps, in said County Recorder's office; thence along said Northwesterly line North 45° 05' 20" East 398.48 feet; thence North 63° 59' 35" West 4.76 feet, thence South 77° 55' 00" West 155.78 feet; thence North 52° 45' 49" East 13.84 feet; thence North 67° 05' 00" West 23.06 feet; thence South 52° 45' 49" West 13.84 feet; thence North 67° 05' 00" West 199.83 feet; thence North 43° 32' 29" West 239.68 feet to a line parallel with and distant Westerly 596.50 feet, measured along the Northerly line of said Section 32, from the center line of Crestfield Drive (and its southerly prolongation) as shown on said map of said Tract; thence along said parallel line South 00° 10' 21" East 511.52 feet to said Northerly line of the Atchison, Topeka and Santa Fe right of way; thence Easterly along said Northerly line to the point of beginning.

APN: 8604-018-003 and 8604-018-002

EXHIBIT B

SCOPE OF DEVELOPMENT

Developer and City agree that the Project shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. The Project. The use authorized by this Agreement allows for the replacement of an a formerly existing on-site advertising pole sign ("Billboard") with 2 outdoor advertising sign faces as Digital Displays. The former Billboard was a double-sided static display. A Digital Display, as further defined in this Agreement, as an off-site sign face that uses digital technology to change the static messages on the sign electronically. This type of display shall not contain video, animation, movement, flashing or the appearance of movement. The Digital Display only contains only messages that are static for eight (8) seconds at a time and then change to the next message. To this end, Developer shall replace a former double-sided static display Billboard with a 14 x 48 foot double-sided V-display Digital Display Billboard, facing East and West, 850 feet East of Interstate 605 freeway in the City of Irwindale. Developer shall operate and maintain the Digital Displays on the Sites in accordance with the Development Approvals and this Agreement and all conditions of approval and consistent with the approval from the California Department of Transportation Outdoor Advertising Division. The former Billboard consisted of a 12 x 48 foot double-sided static display billboard that was freeway-oriented having a single support column and which will be replaced with Digital Displays pursuant to the terms of this Agreement. The Digital Display shall comply with Section 17.72.050, General Standards, of the Irwindale Municipal Code. Specifically, the area of the sign face shall not exceed six hundred seventy-five (675) square feet, excluding border, trim, cutouts and other special advertising features or additions and base or apron supports and other structural members. The building height may not exceed sixty-five (65) feet or, exclusive of cutouts or special additions, measured from the higher of either: 1) The finished grade of the roadway adjacent to the lot on which the structure is located (the 210 Freeway) and from which the advertising display is to be viewed; or 2) The finished grade of the base of the sign. Developer shall install underground all utilities necessary for the Digital Displays. The Digital Displays shall be constructed in the location shown therefor on Exhibit "C."

The existing Mt. Olive Storage on-premises advertising (allowing only the display of the business on-site) sign consists of a 10 x 15 foot double sided static sign and will remain in place 22 feet from the Digital Display.

2. Building Fees. Developer shall pay all applicable City building fees, as described at Section 2.5 of this Agreement, at the time that a building permit is issued for the installation of the Digital Displays on the Sites.

3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the Digital Displays, including but not limited to, the displays installed thereon, and all related on-site improvements, easements, rights-of-way and, if applicable, at its sole cost and expense, including, without limitation, poles, lighting, signs and walls, in good repair, free of graffiti, rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site unless those federal, State, and local bodies have an exception for a legal nonconforming use. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) the ongoing maintenance by the Developer of any access road to the Digital Displays to minimize dust caused by the Project; (iii) the adequate and complete removal or painting over of all graffiti within 48 hours of notice of such graffiti being affixed on the Digital Displays; and (iv) the repair, replacement and repainting of the structures and displays as necessary to maintain such Digital Displays in good condition and repair.

(b) Maintenance of the Sites in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the Project such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of the Sites.

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "B," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the right, after complying with Section 5.4 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the Sites or any part thereof or interests therein as to the violating person or one threatening violation.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of this Agreement. The failure of the City to enforce this Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to the Developer, its successors, transferees or assigns, for any default or breach by the City under this Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the Digital Displays and shall conform to all applicable provisions of the Irwindale Municipal Code (IMC), including but not limited to the Outdoor Advertising provisions of the IMC at Section 17.72.030, and the following conditions, in a manner subject to the approval of the Community Development Director or designee:

(a) Conditions to be met before Final Permits. Prior to the issuance of a business license, occupancy permit, final inspection by the Community Development Department, and Final Permits, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.

(b) Building Permit. A building permit from the Building and Safety Division will be required, structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official. All construction shall be in compliance with the Irwindale Building Code and all applicable regulations including Caltrans Advertising Department.

(c) Plans. The use and improvements authorized by this Agreement shall conform to the plans as finally approved by the City (date stamped July 20, 2016) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Director of Community Development, shall require the prior approval of the Planning Commission.

(d) Digital Display dimensions. The size of each sign display of Digital Displays shall not exceed a maximum area of 675 square feet, with no more than 128 total feet of extensions or borders, and shall not to exceed a maximum height of 65 feet, as measured per Section 17.72.050 standards, including all extensions, and shall be consistent with the Elevations at Exhibit "C" approved by the City as part of the Development Approvals.

(e) Plan Check. Plans and specifications for the proposed installation of the Digital Displays, including plans for all utilities, shall be submitted to the City Community Development and Building Departments for plan check and approval prior to the issuance of building permits.

(f) Compliance with applicable law. Developer shall maintain the Sites and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, County, State or federal agencies by any dully and valid city, county or state ordinance with jurisdiction over the facilities, unless the Project is exempted as a legal nonconforming use.

(g) Developer shall, at all time, comply with the approval for the Digital Displays from the California Department of Transportation Outdoor Advertising Division and shall maintain acceptable clearance between the Digital Displays and utility distribution lines.

(h) Fees. The Developer shall pay any and all applicable fees due to any public agency prior to the final issuance of the building permits.

(i) Use within Sites. The activities proposed in this Agreement shall be conducted completely upon the respective Site and shall not use or encroach on any public right-of-way.

(j) Access Roads. Developer shall ensure that all access to the Digital Displays is kept restricted to from the general public to the extent permitted under local laws.

(k) Landscaping. If any portion of the landscape or artwork installed adjacent to the Digital Displays is damaged by the Project and becomes damaged, or otherwise in need of replacement, as determined by the City's Community Development Department Director or designee, the Developer shall ensure that the replacement is accomplished within fourteen (14) days of notification by the City, unless such time is extended by the City's Community Development Director or designee if Developer shows unusual circumstances requiring more time to accomplish such replacement. Developer or Owner may trim such landscaping so as not to block the billboards.

(l) Utilities. Developer shall be required to install all utilities underground in connection with the Digital Displays. To this end, City shall cooperate with the applicable utility provider's requirement upon Developer to upgrade Developer's current electrical service to the Billboards.

(m) Light/Glare. Developer shall comply with State law regarding the limitation of light or glare or such other standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to; the 0.3 foot-candles limitation over ambient light levels and ensuring additional flexibility in further reducing such maximum light level standard given the lighting environment upon request by the City's Planning Officer, the obligation to have automatic diming capabilities, as well as providing the City's Planning Officer or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Officer or designee, Developer shall perform a brightness measurement of the display using OAAA standards, or such lower level given the lighting environment, and provide City with the results of same within 5 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

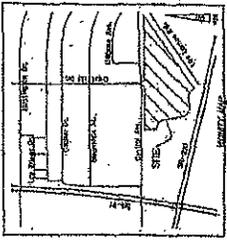
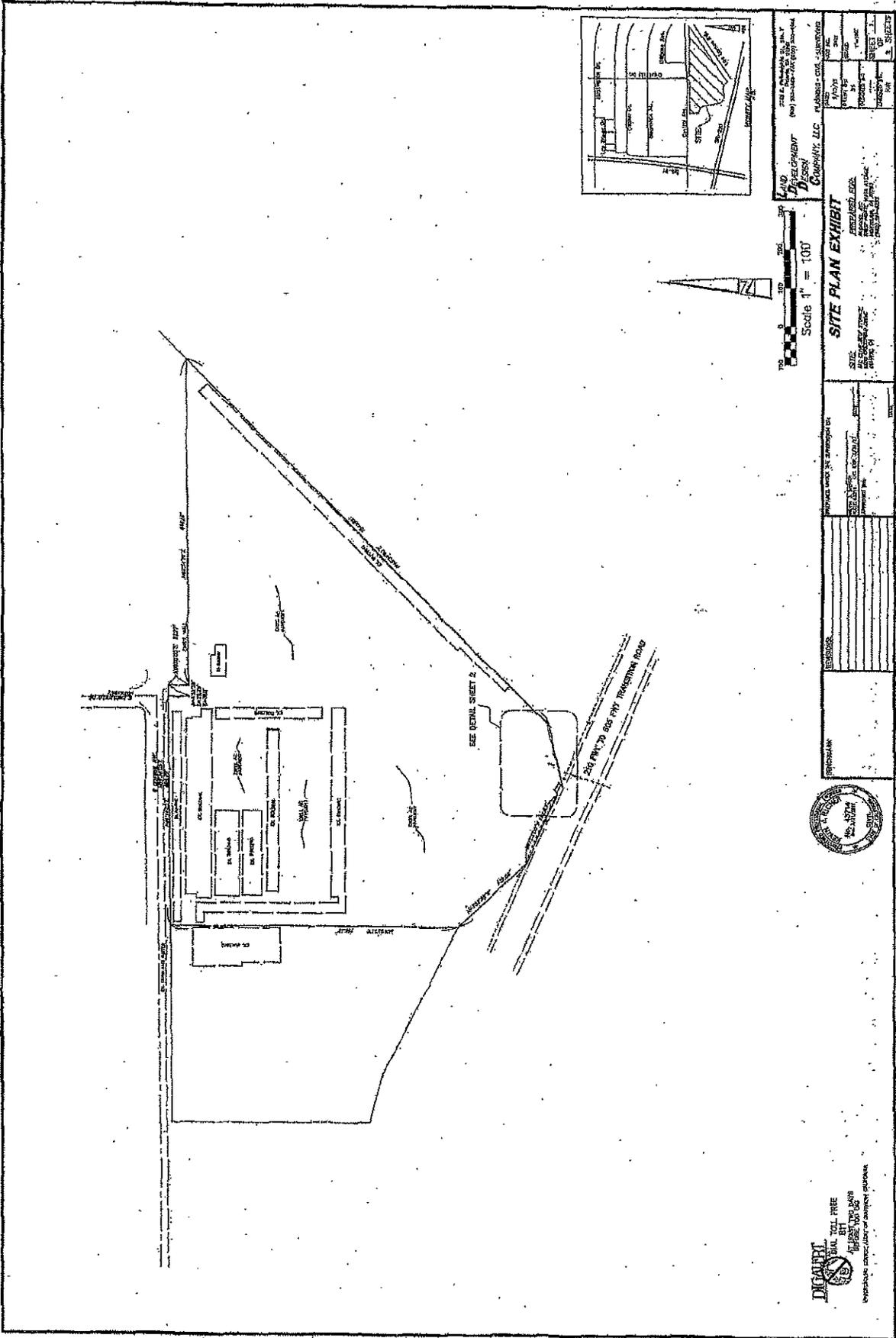
(n) Public Works:

(1) NPDES. Developer shall comply with all necessary NPDES requirements pertaining to the proposed use, to the extent applicable.

(2) Separate permits are required for all work within the public right-of-way. The applicant shall be responsible for all fees for the necessary permits and construction inspections for work within the public-right-of-way.

EXHIBIT C
DEPICTION OF SITES

[See following pages]



LAND DEVELOPMENT DESIGN COMPANY, LLC
 1111 S. UNIVERSITY BLVD., SUITE 100
 TAMPA, FL 33606
 (813) 288-1111
 www.landdevelopmentdesign.com

PROJECT NO.	1111
DATE	11/11/11
SCALE	1" = 100'
SHEET NO.	1
TOTAL SHEETS	1

Scale 1" = 100'
SITE PLAN EXHIBIT
 PROJECT NO. 1111
 DATE 11/11/11

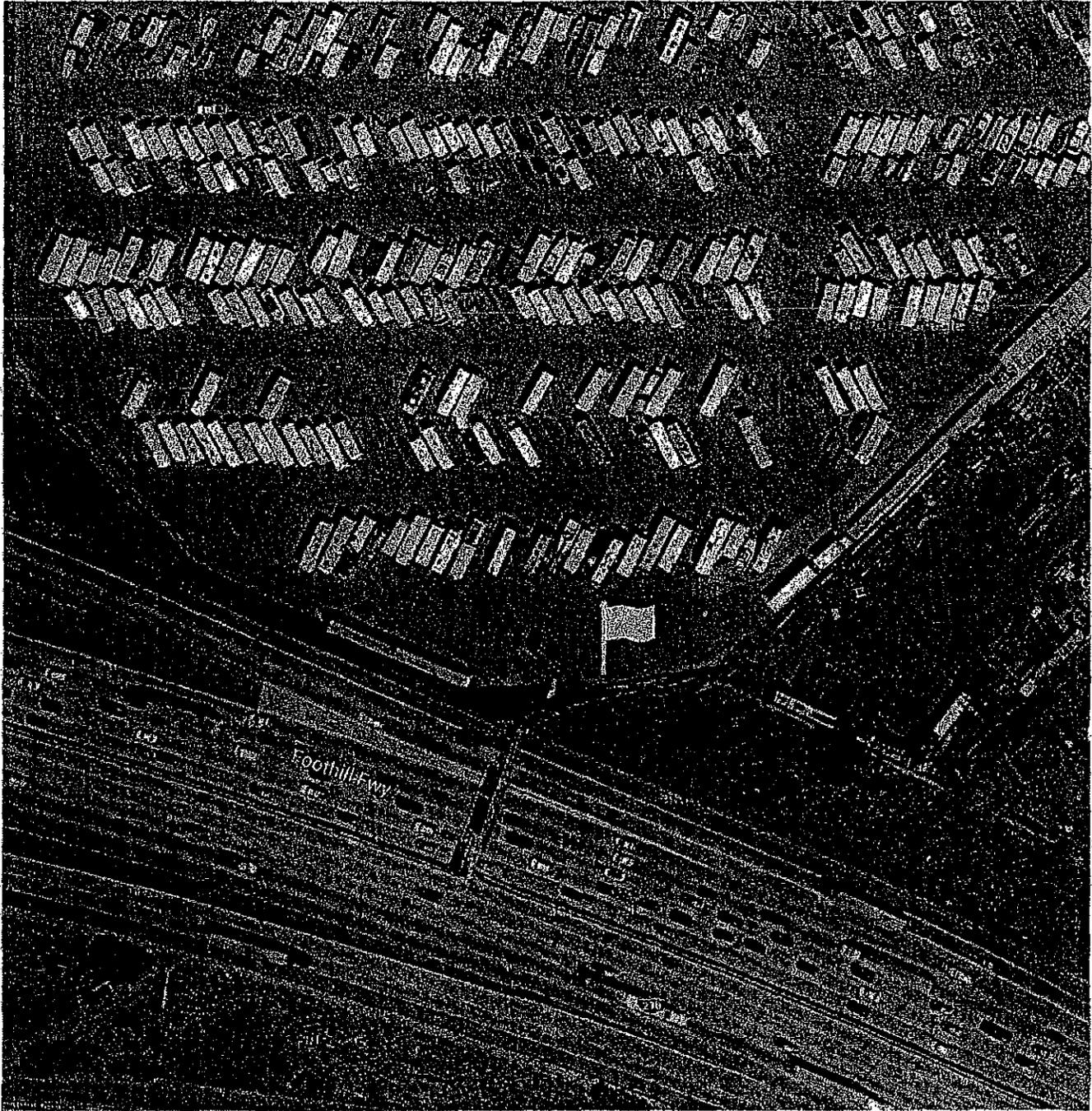


EXHIBIT D

SCHEDULE OF PERFORMANCE

ITEM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
1. Developer to provide proof of 100% ownership to the satisfaction of the City.	At least 20 days before Planning Commission hearing	2.2
2. City's Planning Commission holds public hearing and recommends approval of Agreement and Conditions of Approval	July 20, 2016	Recitals
3. City's City Council holds hearings to approve Agreement and first and second reading of Ordinance	August 10, 2016 (1 st Reading); August 24, 2016 (2 nd Reading) provided Developer has fully executed the Agreement	Recitals
4. Effective Date of this Agreement.	30 days following Council's second reading of Ordinance, or September 26, 2016.	N/A
5. Developer prepares and submits to City working drawings specifications and engineering, City commences approval process.	Within 120 days of the Council's second reading of the Ordinance approving this Agreement	3.4
6. Developer to provide copy of Caltrans preliminary approval to City	Prior to the City's issuance of all necessary permits per No. 7 below	1.1.13
7. City to approve all construction, engineering drawings and specifications with a plan check approval and issue all necessary permits, including but not limited to, a building permit.	Within 30 days of City's receipt of Applicant's construction drawings and specifications addressing all of City's comments	3.3, 3.4
8. Developer to submit proof of insurance to City	Prior to commencing any inspections and work on the Project	7.1.2

ITEM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
9. Developer pays City first installment of Development Fee if Developer receives Final Permits	Within 1 year of Developer receiving Final Permits	2.6
10. Developer pays City second through twentieth installments of Development Fee if Developer receives Final Permits	Beginning within 2 years of Developer receiving Final Permits, and ending 20 years thereafter. Each payment occurring at the end of each year of the Term.	2.6

It is understood that this Schedule of Performance is subject to all of the terms and conditions of the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both the Developer and the City. Notwithstanding any extension of the Term in the manner described in, and subject to the provisions of, Section 3.5, the City Manager shall have the authority to approve extensions of time set forth in this Schedule of Performance without action of the City Council not to exceed a cumulative total of 180 days.

17.72.050 - General standards.

The provisions of this section are in addition to any standards imposed by the development agreement, provided, however, that where any standard imposed by a development agreement, lease or license differ from the general standards set forth in this section, the standards imposed by the development agreement shall apply over the general standards as a matter of public interest.

- A. **Sign Face Dimensions.** The area of the sign face of a billboard shall not exceed six hundred seventy-five square feet, excluding border, trim, cutouts and other special advertising features or additions and base or apron supports and other structural members.
1. Cutouts and other special advertising features or additions to a sign face shall not exceed in area ten percent of the total sign face dimensions.
 2. Three-dimensional design elements shall not extend more than five feet beyond the front of the sign face or sign side.
 3. Bidirectional or double-faced signs shall be located on the same structure. For parallel double-faced signs, the distance between sign faces shall not exceed eight feet. For "V-shaped" double-faced signs, the distance between sign faces shall not exceed forty-five feet at their widest point and shall not exceed eight feet at their closest point.
 4. Billboard identification signs shall have a minimum character height of two feet.
- B. **Structure Design.** Each structure shall have no more than two poles, and shall be constructed of noncombustible material.
- C. **Height.** The overall height of each structure shall not be limited to the maximum height limit of the zone, in which the billboard is located. The height shall not exceed sixty-five feet or, exclusive of cutouts or special additions, measured from the higher of either:
1. The finished grade of the roadway adjacent to the lot on which the structure is located and from which the advertising display is to be viewed; or
 2. The finished grade of the base of the sign.
- D. **Location.** The location of billboards shall be restricted as follows:
1. Structures shall be located only in area immediately adjacent to the I-605 and I-210 freeways that is zoned for commercial, quarry or industrial uses.
 2. Structures shall not be located on public property or rights-of-way. No portion of any sign or structure shall be located on, project into, beneath, or above the public right-of-way.
 3. Maintenance, repair and other related operations shall be operated completely upon the billboard site and shall not use or encroach on any public right-of-way.
 4. Structures shall not be located within the setbacks that apply to the zone in which the structure is located.
 5. Structures shall not be located within five feet of a building or other structure.
 6. New billboards shall not be located within two thousand five hundred feet of another billboard on

the same side of the public right-of-way. Existing billboards may not be replaced unless they are outside of a minimum five hundred foot buffer of another billboard. For purposes of this section, measurements shall be made from the centerline of the support structure if a single pole and from the angle of intersection if a perpendicular (V-shaped) sign. Development agreements for new billboard structures with digital displays may provide for a reduced buffer, but not less than one thousand five hundred feet in due consideration of other public benefits provided in the development agreements, including, but not limited to, the concurrent takedown of existing static displays or digital displays within the city.

7. When the replacement of a static billboard results in the construction of a new digital display, the new billboard shall not be located within a five hundred foot radius of any existing billboards (static or digital) on the same side of the public right-of-way. For purposes of this section, measurements shall be made from the centerline of the support structure if a single pole and from the angle of intersection if a perpendicular (V-shaped) sign.
- E. Prohibited Signs. The following types of signs shall not be permitted on billboards:
1. Any form of moving, animated, oscillating or rotating sign, or any other design intended to attract attention through movement or the semblance of movement of the whole or any part of the sign or any other method or device that suggests movement;
 2. Inflatable signs (including generator driven/externally powered inflatables);
 3. Flashing signs, containing internally and/or externally illuminated light or other devices which are intermittently on and off, which change in intensity, or which create the illusion of flashing in any manner, except that a digital display may be allowed subject to appropriate standards.
- F. Appearance. No billboard, including its supporting structure and lighting, shall present any hazard to the safety of pedestrian or vehicular traffic by obstructing the flow of such traffic, obstructing the sight lines required for the safe movement of pedestrian or vehicular traffic, interfering with the visibility and effectiveness of any traffic control or warning device, or in any other manner, as determined by the city manager or his designee.
1. Specifications regarding illumination, intermittent messaging, intensity, flashing and/or any other visual transformations shall be detailed in the development agreement.
 2. The images on the digital billboard faces will not change more often than every eight seconds. The images will change instantaneously, with no special effects or video. Any form of moving, animated, oscillating or rotating sign, or any other design intended to attract attention through movement or the semblance of movement of the whole or any part of the sign or any other method or device that suggests movement is prohibited.
 3. All signs shall be designed and maintained to be compatible with the design and materials used in the structure on which the sign is located.
 4. No sign face or sign area shall be added to an existing sign unless within a permanent frame or panel indicated for such purpose on approved plans for the total sign structure.

5. All signs shall be maintained in good condition and working order, as determined by the city manager or his designee, and free of graffiti, peeling paint, faded colors and/or broken and damaged materials.
- G. General Standards. All billboards must comply with the following standards:
1. Billboard modifications and replacements shall only apply to legal conforming and legal non-conforming signs. Any illegal signs must be removed.
 2. The developer shall, at all times, comply with the approvals of the California Department of Transportation Outdoor Advertising Division.
 3. The developer shall underground all utilities installed in connection with the billboard, where feasible.
- H. Adjacent Landscaping. Where appropriate, the properties upon which billboards are located shall be landscaped to achieve a consistent freeway corridor landscaping theme in accordance with the following guidelines:
1. The landscaping objective is to see the property on which the structure is located landscaped completely along the freeway frontage, or on larger parcels with more than one billboard, a distance determined to be a proportionate share of the property's freeway frontage. Landscaping is not intended to block the view of the structures within their view shed, a distance of one-quarter mile from the sign face.
 2. The structures shall be landscaped with a backdrop effect, utilizing fast growing, vertical formed trees, such as California Bay; Fern Pine; Coast Live Oak; or other similar non-invasive species.
 3. The structures should be framed with trees of a broad form, such as native oak varieties, or other similar non-invasive species.
 4. Sites that are on quarry or landfill properties shall be landscaped with shrubs and trees so as to effectively screen the property from freeway views.
 5. The plant materials used for landscaping shall be drought-resistant and irrigated with an automatic drip irrigation system. Irrigation systems may be installed on the surface if a licensed landscape architect establishes a maintenance plan that may allow the irrigation to be discontinued if the plant materials reach a level of maturity and condition that would permit it without damage to the plant material.
 6. Landscape plans shall be accompanied by a photographic view study of the structure; both within its view shed and from a more distant approach to the view shed of the structure. This study shall demonstrate the effectiveness of the proposed landscape plan and its compliance with the preceding provisions.

(Ord. No. 659, § 4, 8-8-12)

"C"

STATE OF CALIFORNIA - CALIFORNIA STATE TRAN

COMMISSIONER OF HIGHWAYS



Save water.
Hold your water.

DEPARTMENT OF TRANSPORTATION
OFFICE OF OUTDOOR ADVERTISING
P.O. BOX 942873, MS-36
SACRAMENTO, CA 94273-0301
PHONE (916) 654-6473
FAX (916) 651-9359
TTY 711
www.dot.ca.gov

June 29, 2015

Mount Olive Storage LLC
Attn: The Honorable Judge Carlos T. Bea
1500 Crestfield Drive
Duarte, CA 91010

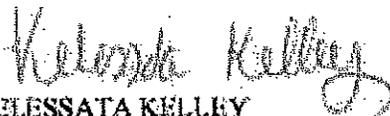
Dear Judge Bea:

The Office of Outdoor Advertising received preliminary review requests (A07-0919 and A07-0920) from your company proposing to place an outdoor advertising display. The display location is on the north side of the 210 freeway, in the city of Irwindale. This proposed display location is conforming at this time.

One hundred dollars of the preliminary review fee shall be credited toward the application fee for a permit at this location if a permit is applied for within one year of the above date and the location remains conforming.

If you have any questions, please contact Raj Champaneri at (215) 897-6123.

Sincerely,


VELESSATA KELLY
Office Chief

Enclosure

CITY OF IRWINDALE
COMMUNITY DEVELOPMENT

DA 01-2015

JUL 20 2016

SITE PLAN SHEET 1: ITEM 1

SITE PLAN SHEET 1

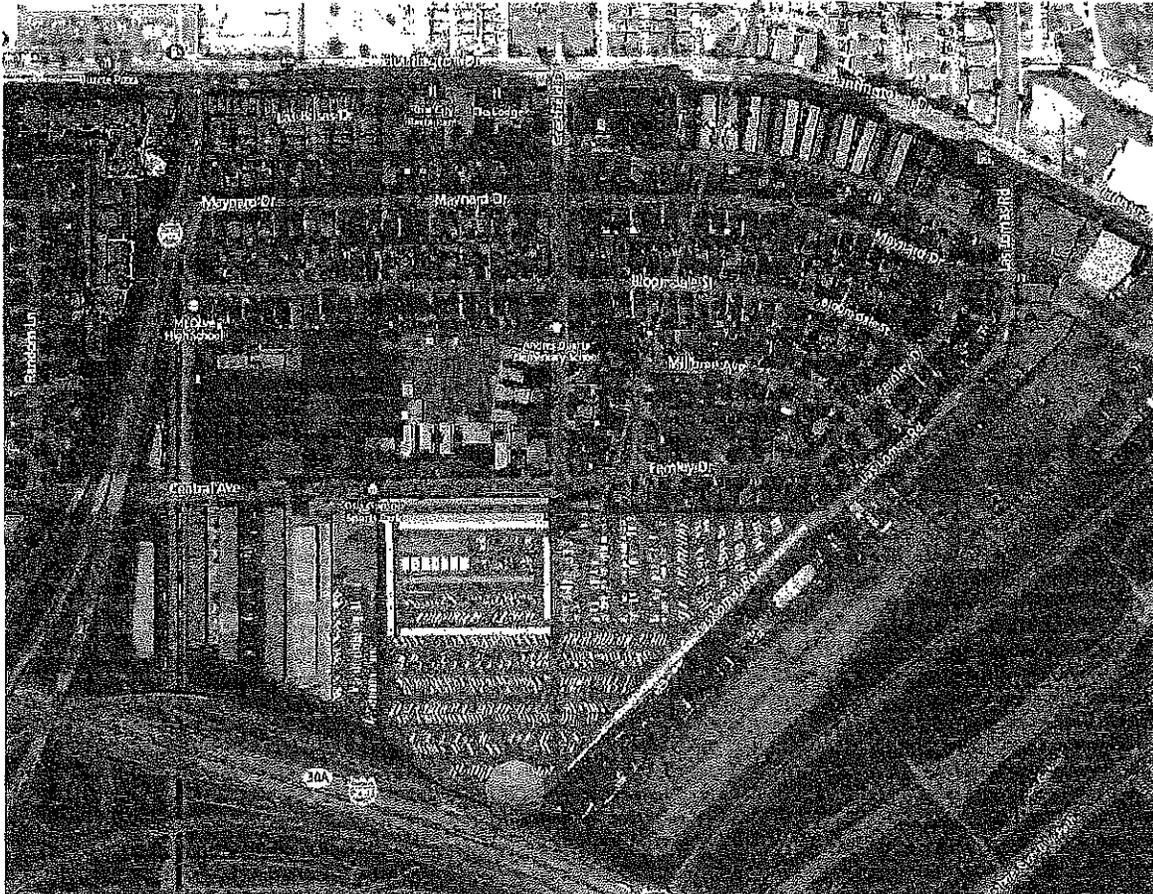
Project Scope:

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Place a digital display, V-display billboard, facing East and West, 850 feet East of Highway 605 in the City of Irwindale. The V-display billboard will consist of two digital display panels facing east and west traffic on the 210 freeway. The V-display billboard serves as a replacement for a static display billboard.

The Project. This project allows for the development of 2 outdoor advertising signs of digital display on the Mount Olive Storage, LLC site, this replaces a double sided static billboard. The Billboard is a V-type double-sided digital display with two panels. A Digital Display is an off-site sign panel that uses digital technology to change the static messages on the sign electronically. To this end, the project developer shall install a V-type digital display consisting of two faces on the Mount Olive Storage, LLC site with two 14x48 foot digital panels facing the 210 Freeway. The two digital panels will be directed towards eastbound and westbound traffic.

Proposed two panel digital display/ V-display billboard



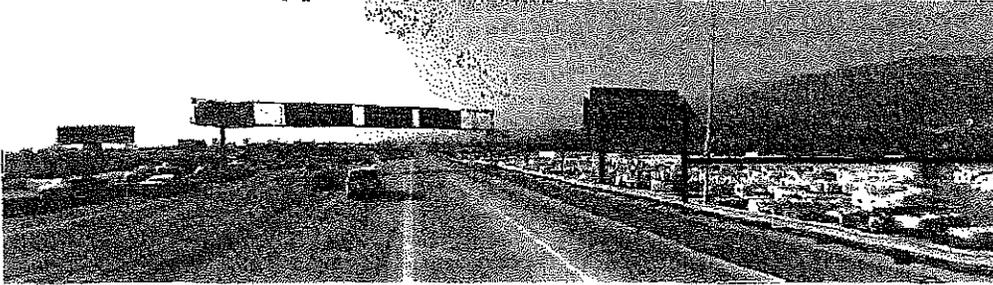
GENERAL 3

1. Photo simulations for both east and west freeway directions.

Eastbound 210 freeway photo simulation



Westbound 210 Freeway photo simulation



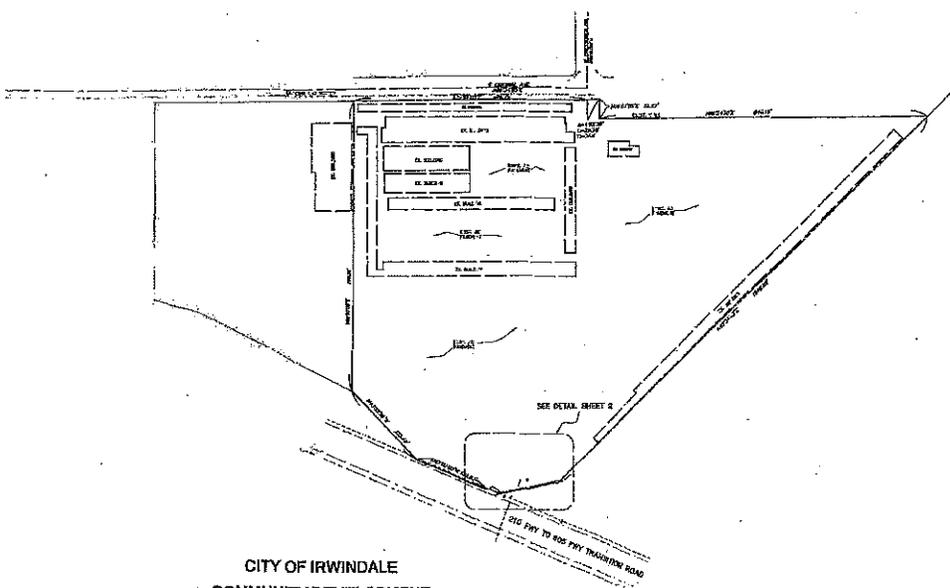
Westbound 210 freeway photo simulation



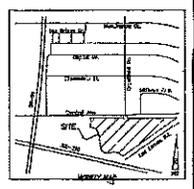
**CITY OF IRWINDALE
COMMUNITY DEVELOPMENT**

JUL 20 2016

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CITY OF IRWINDALE
 COMMUNITY DEVELOPMENT
 JUL 20 2016
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Scale 1" = 100'

EXHIBIT
 SHALL BE FREE
 CITY
 AT THE TIME OF
 MAKING THE
 L AND SHALL BE THE PROPERTY OF THE CITY

RECEIVED
 JUL 20 2016
 CITY OF IRWINDALE
 COMMUNITY DEVELOPMENT



PROJECT NO.	DATE	BY	CHECKED BY

LAND DEVELOPMENT DESIGN COMPANY, LLC

SITE PLAN EXHIBIT

PREPARED FOR: [Client Name]

PROJECT NO.: [Project Number]

DATE: [Date]

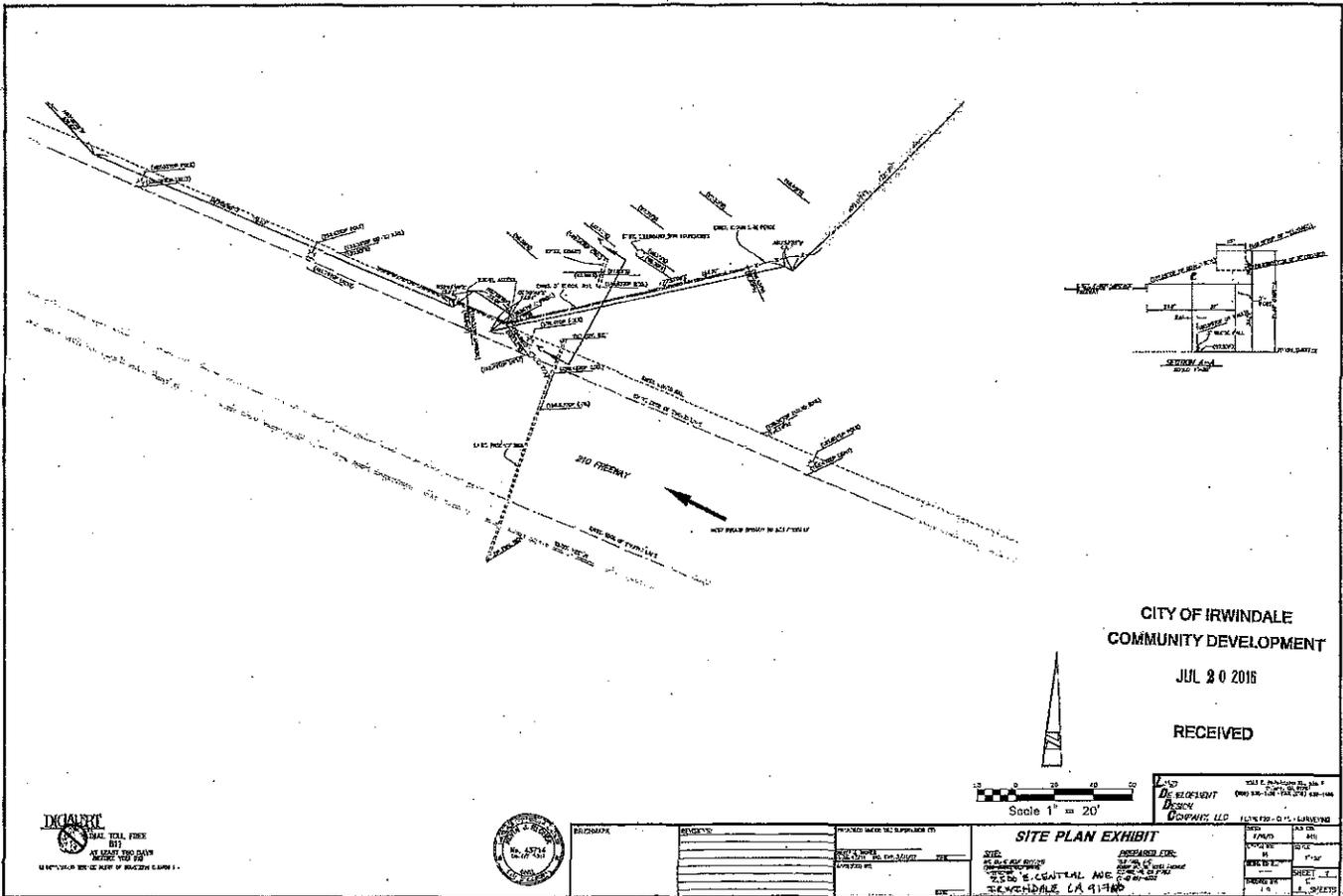
BY: [Designer Name]

CHECKED BY: [Reviewer Name]

SCALE: 1" = 100'

NO. OF SHEETS: [Total Sheets]

SHEET NO.: [Current Sheet Number]



CITY OF IRWINDALE
 COMMUNITY DEVELOPMENT
 JUL 20 2016
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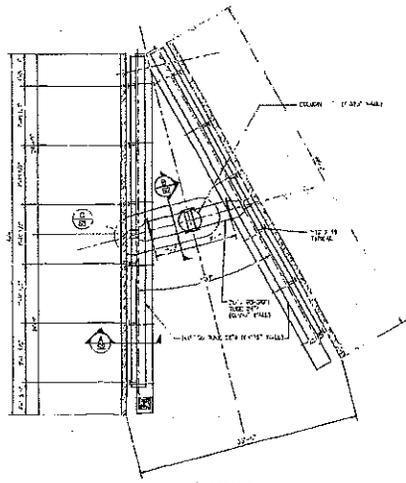
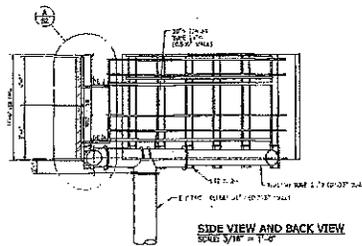
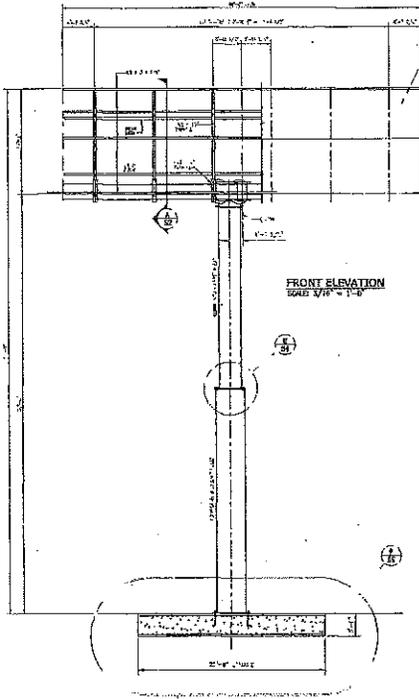
Scale 1" = 20'

DIGIART
 DIGITAL ARTS
 11111 W. 111th St., Suite 100
 Overland Park, KS 66213
 913-661-1111



NO.	REVISION	DATE	BY	CHKD.

SITE PLAN EXHIBIT PREPARED FOR: 2320 E. CENTRAL AVE. IRWINDALE, CA 91706	SHEET NO. 1 OF 1
--	---------------------



1. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHALL BE TO THE CENTER OF THE MEMBER UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS SHALL BE TO THE CENTER OF THE MEMBER UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS SHALL BE TO THE CENTER OF THE MEMBER UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS SHALL BE TO THE CENTER OF THE MEMBER UNLESS OTHERWISE NOTED.
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 9. ALL DIMENSIONS SHALL BE TO THE CENTER OF THE MEMBER UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS SHALL BE TO THE CENTER OF THE MEMBER UNLESS OTHERWISE NOTED.

CITY OF IRWINDALE
COMMUNITY DEVELOPMENT

JUL 20 2016

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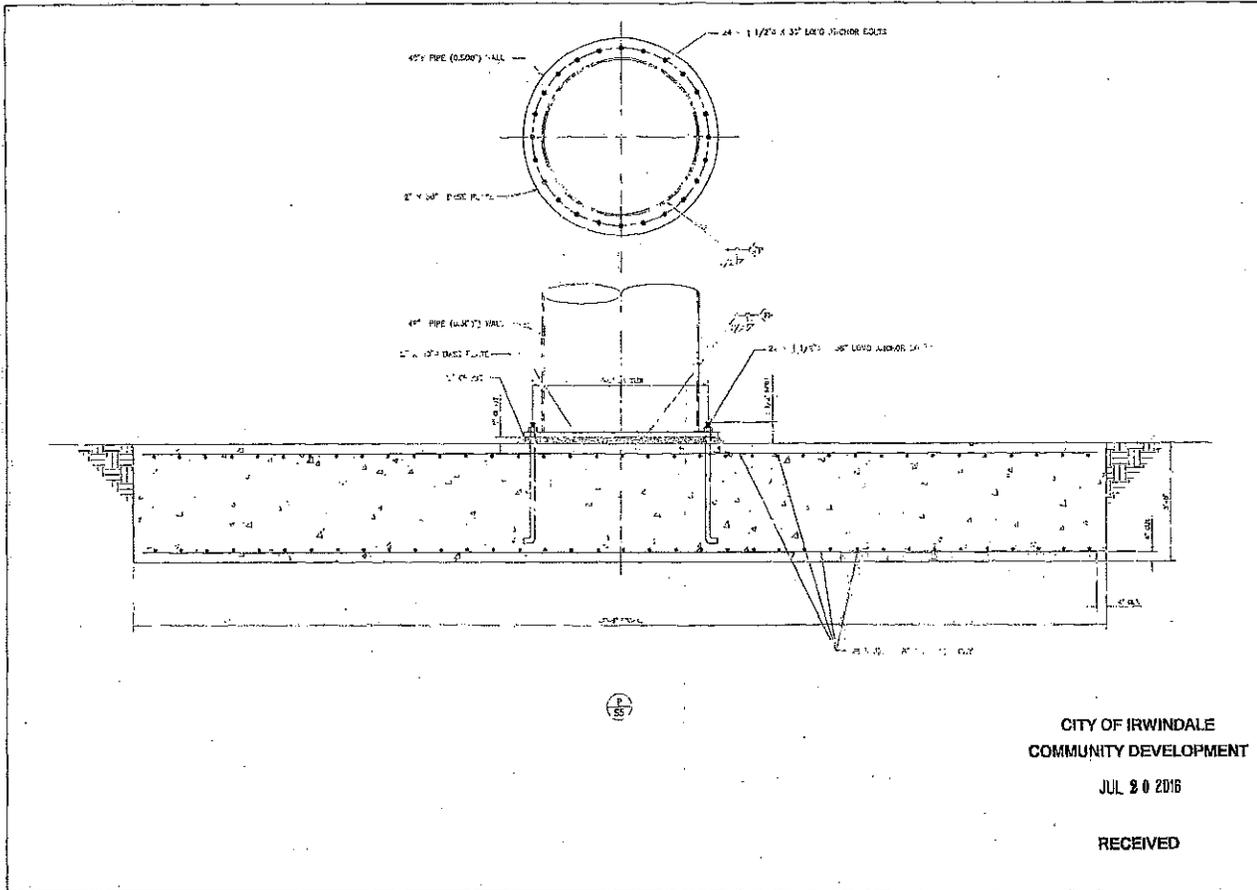
VAN DAM ENGINEERING
 CIVIL ENGINEERING
 10000 VAN DAM DRIVE
 IRWINDALE, CA 91706
 (909) 251-1111

MOUNT OLIVE, LLC
 2500 E. CENTRAL AVE.
 IRWINDALE, CA 91706

NO.	DATE	DESCRIPTION

DRAWN BY: JWH
 DATE: 5/24/16
 SCALE: NONE

S1
 SHEET 1 OF 5



VAN DAM ENGINEERING
 10000 VAN DAM BLVD
 IRVINDALE, CA 91706-2000
 PH: 951-771-1111



MOUNT OLIVE, LLC
 2500 E. CENTRAL AVE
 IRVINDALE, CA 91705

NO.	DATE	DESCRIPTION

CITY OF IRVINDALE
 COMMUNITY DEVELOPMENT

JUL 20 2016

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S5

AGENDA REPORT

AUG 24 2016

Date: August 24, 2016
To: Honorable Mayor and City Council
From: John Davidson, City Manager
Issue: Approve Purchase of new Glock semi-automatic handguns and Safariland holsters for sworn personnel and Waive Formal Bidding Procedure

City Manager's Recommendation:

Adopt:

- 1. Resolution No. 2016-51-2865 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DECLARING USED POLICE DEPARTMENT SERVICE WEAPONS AS SURPLUS AND AUTHORIZING DISPOSITION OF THE SURPLUS"**
- 2. Resolution No. 2016-55-2869 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PURCHASE OF THIRTY FIVE (35) HANDGUNS/HOLSTERS TOTALING \$20,195.70 AND WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(C)"**

Analysis:

The Irwindale Police Department is currently using the Heckler & Koch (H&K) USP 45 caliber semi-automatic, full size and compact, handguns for duty use. These handguns are currently about ten (10) years old and are in need of costly maintenance and/or repairs. As a result of the cost for maintenance, the Irwindale Police Department would like to purchase new department duty handguns and Safariland holsters to replace the aging H&K handguns. The department will be using a buy-back program offered through the vendor which provides significant savings in the purchasing of the new weapons.

Irwindale Municipal Code section 3.44.080(c) defines when the commodity can be obtained from only one vendor. A commodity shall be considered obtainable only from one vendor when only one vendor offers it for sale, lease or rental, or when only one vendor is able to do so within the time frame and/or under the terms and conditions which reasonably meet the needs of the using agency, or when there is a sole distributor or manufacturer of a product or service such that there is no acceptable substitute within a specific geographical area.

ProForce is a dedicated law enforcement distributor of the semi-automatic Glock handguns for police agencies throughout the country. ProForce, being a dedicated distributor of Glock handguns, can provide law enforcement agencies with a below retail cost – necessitating the need to do a sole source purchase. The Glock handguns will come with three high capacity magazines, night sights, an adjustable back strap and a universal rail system for an optional tactical flashlight. Although there are other Glock dealers, they do not offer the purchasing agency a designated law enforcement Glock handgun complete with the high capacity magazines for field ready use, and most do not offer the buy-back program. ProForce will handle all D.O.J. transfers and the necessary federal and state compliance measures.

Additionally, the Glock handgun has a lower maintenance cost, which can be done in-house by department certified Glock armorers, and is known to be a dependable weapon for field use. The Glock handgun is also an easier weapon to deploy in the field for officers with a limited or a small grip.

Fiscal Impact:

ProForce has offered to purchase our old duty weapons and give a store credit of \$16,540.00. The total cost of new weapons and equipment is \$20,195.70. This leaves a balance of \$3,655.70

The fiscal impact to the General Fund will come from the police departments range budget account 01-35-353-42200-0000 in the amount of \$3,655.70. Sufficient funds exist in this account.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Completed By: Chief Anthony Miranda
Phone: (626) 430-2236


John Davidson, City Manager

RESOLUTION NO. 2016-51-2865

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
DECLARING USED POLICE DEPARTMENT SERVICE WEAPONS AS
SURPLUS AND AUTHORIZING DISPOSITION OF THE SURPLUS**

WHEREAS, the City of Irwindale has budgeted for replacement of used police department semi-automatic handguns, revolver and rifles; and

WHEREAS, (31) Heckler and Koch USP .45 caliber semi-automatic handguns (serial numbers 25-073253, 25-073254, 25-097554, 25-097557, 25-097558, 25-097562, 25-097564, 25-110432, 25-110433, 25-110440, 25-110446, 25-110447, 25-110448, 25-110450, 25-110452, 25-110458, 25-110459, 25-110464, 25-110465, 25-110467, 25-110468, 25-110469, 25-110470, 25-110471, 25-110472, 25-110473, 25-110474, 25-110475, 25-110479, 25-110480, 25-110501), (7) Heckler and Koch USP-Compact .45 caliber semi-automatic handguns (serial numbers 29-039958, 29-039962, 29-041024, 29-041032, 29-041033, 29-041035, 29-041039), (2) Colt M4 .22 caliber rifles (serial numbers BP031533, BP028307), and (1) Smith and Wesson 66-3 357 caliber revolver (serial number BHH9309) have been removed from service and replaced by new Glock 21 .45 caliber semi-automatic handguns and Glock 22 .40 caliber semi-automatic handguns that were purchased for use by sworn officers in the course of their duty; and

WHEREAS, Section 3.44.080(C) of the Irwindale Municipal Code defines "When the commodity can be obtained from only one vendor. A commodity shall be considered obtainable only from one vendor when only one vendor offers it for sale, lease or rental, or when only one vendor is able to do so within the time frame and/or under the terms and conditions which reasonably meet the needs of the using agency, or when there is a sole distributor or manufacturer of a product or service such that there is no acceptable substitute within a specific geographical area"; and

WHEREAS, the Police Department recommends that the (38) semi-automatic handguns, (1) revolver and (2) rifles be declared surplus equipment and authorize the disposition thereof pursuant to Section 3.44.150 Disposition of Surplus Supplies and Equipment of the Irwindale Municipal Code.

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

SECTION 1. Determine that the (38) semi-automatic handguns, (1) revolver and (2) rifles be declared surplus equipment and authorize the disposition thereof pursuant to Section 3.44.150 Disposition of Surplus Supplies and Equipment of the Irwindale Municipal Code, and that any proceeds from the disposition of the surplus weapons

are to be used as credit for Proforce to offset purchasing cost of the new Glock handguns.

SECTION 2. This resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 24th day of August 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura Nieto, CMC
Deputy City Clerk

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

I, Laura Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-51-2865 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 24th day of August 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, CMC
Deputy City Clerk

RESOLUTION NO. 2016-55-2869

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PURCHASE OF THIRTY FIVE (35) HANDGUNS/HOLSTERS TOTALING \$20,195.70 AND WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(C);

WHEREAS, properly functioning police handguns are vital for day to day operations in law enforcement; and

WHEREAS, our current handguns are approximately ten (10) years old and are in constant need of costly maintenance and/or repairs; and

WHEREAS, the City of Irwindale – Police Department has budgeted for replacement of used police department semi-automatic handguns, revolver and rifles; and

WHEREAS, Section 3.44.080(C) of the Irwindale Municipal Code defines “When the commodity can be obtained from only one vendor. A commodity shall be considered obtainable only from one vendor when only one vendor offers it for sale, lease or rental, or when only one vendor is able to do so within the time frame and/or under the terms and conditions which reasonably meet the needs of the using agency, or when there is a sole distributor or manufacturer of a product or service such that there is no acceptable substitute within a specific geographical area”; and

WHEREAS, ProForce is a dedicated law enforcement distributor of the semi-automatic Glock handguns for police agencies throughout the country;

WHEREAS, ProForce can provide law enforcement agencies with a below retail cost. The Glock handguns will come with three high capacity magazines, night sights, an adjustable back strap and a universal rail system for an optional tactical flashlight. Although there are other Glock dealers, they do not offer the purchasing agency a designated law enforcement Glock handgun complete with the high capacity magazines for field ready use, and most do not offer the buy-back program. ProForce will handle all D.O.J. transfers and the necessary federal and state compliance measures; and,

WHEREAS, ProForce offers law enforcement agencies a below retail cost.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. That it would be in the best interest of the City to forego with bidding, and waiving formal bidding procedures per Irwindale Municipal Code Section 3.44.080(C) and, as such, the City Council hereby approves the waiver of the bidding procedures and direct purchase of the handguns from ProForce for the reasons described above.

SECTION 3. The City Council hereby approves the use of General Fund monies in the amount of \$3,655.70 for such purchase.

SECTION 4. The Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 24th day of August 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura Nieto, CMC
Deputy City Clerk

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

I, Laura Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-55-2869 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 24th day of August 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, CMC
Deputy City Clerk

Corporate: 3009 N. Highway 89, Prescott, AZ 86301
 Store: 655 Berry Street, Suite H Brea, CA 92821
 Tel: (800) 367-5855 Fax: (928) 445-3468



Q U O T A T I O N

Date: August 17, 2016
 Dept: Irwindale Police Department
 Customer #: 77
 Attn: John Fraijo
 Email: jfraijo@irwindaleca.gov

ITEM #	QTY	PRODUCT DESCRIPTION	EXTENDED PRICE
Trade Guns	23	H&K USP, .45 Auto, Night Sights, Full Size, (3) 12-Round Mags each, Good Condition, Approx. 10 years old @ \$410.00 ea	\$9,430.00
Trade Guns	5	H&K USP, .45 Auto, Night Sights, Full Size, (3) 12-Round Mags each, Fair Condition, Approx. 10 years old @ \$375.00 ea	\$1,875.00
Trade Guns	2	H&K USP, .45 Auto, Night Sights, Full Size, (3) 12-Round Mags each, Excellent Condition, Approx. 10 years old @ \$425.00 ea	\$850.00
Trade Gun	1	H&K USP, .45 Auto, Night Sights, Full Size, (3) 12-Round Mags each, Damaged Slide, Approx. 10 years old @ \$325.00 ea	\$325.00
Trade Guns	5	H&K USP Compact, .45 Auto, Night Sights, Full Size, (3) 10-Round Mags each, Good Condition, Approx. 10 years old @ \$410.00 ea	\$2,050.00
Trade Guns	2	H&K USP Compact, .45 Auto, Night Sights, Full Size, (3) 10-Round Mags each, Excellent Condition, Approx. 10 years old @ \$425.00 ea	\$850.00
Trade Gun	1	Smith & Wesson, Model 66-3, .357 Mag Revolver, Stainless Steel, 6" BBL, Good Condition, Approx. 20 years old @ \$200.00 ea	\$200.00
Trade Guns	2	Colt M4 Carbine, .22cal LR, (1) 10-Round Mag, Excellent Condition (NEW) and are Approx. 10 years old @ \$480.00 ea	\$960.00
		Note: Trade guns are to be delivered to ProForce Law Enforcement within 45 days of acceptance of new product At 3009 North Highway, Prescott, AZ 86301	
		Please Note: When shipping trade guns, please supply a letter with the guns from the department that the guns have been inspected by an armorer and that they are safe and functional. All confiscated weapons must be cleared by an N.C.I.C check, and stated on your paperwork prior to being shipped to Proforce Law Enforcement **Please email the completed Trade Weapons Form in Excel format prior to shipping the trades to Proforce Law Enforcement**	
		No Saturday deliveries and must have adult signature required.	
		(See instructions below)	
		Total credit for trades:	\$16,540.00

We sincerely appreciate your law enforcement business and look forward to serving you in the future!

Respectfully,
 ProForce Law Enforcement

Kari Martin
Law Enforcement Specialist

IMPORTANT:

Trade guns are to be delivered to ProForce Law Enforcement in Arizona at the department's expense within 45 days of acceptance of new product.

ProForce reserves the right to deduct for guns that are not in stated condition. \$10.00 will be deducted for every missing magazine. The credit is to be applied after the receipt of trade guns.

This quote is valid for 45 days from the date of issue, and is subject to manufacturer's availability and price change. Please call (844) 899-1701 if this bid is still pending at expiration of quote.

PROFORCE LAW ENFORCEMENT

3009 North Highway 89
Tel: (928) 776-7192
sales@proforceonline.com
FFL # 9-86-025-01-4G-00508

Prescott, AZ 86301
Fax: (928) 445-3468
www.proforceonline.com

P R I C E Q U O T E	QUOTE#	PAGE
	319933	1
	SHIP DATE	
		A.S.A.P.

SOLD
TO

CITY OF IRWINDALE
5050 NORTH IRWINDALE AVE

IRWINDALE CA 91706

SHIP
TO

IRWINDALE POLICE DEPT

5050 N IRWINDALE AVENUE
IRWINDALE CA 91706

626-856-0471

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	08/17/16	000077	A	GREGG MCCLUNG	F-2D FOB ORIGIN	
QTY. QUOTED	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
21	PG21507 GLK M21 G4 45AP PST GNS 3MAGS			469.0000	EA .00	9,849.00
14	PG22507 GLK M22 G4 40SW PST GNS 3MAGS			409.0000	EA .00	5,726.00
3	6360-83-481 SFL 6360 L-II DTY HLST STX BW RH GLK 17/22 RH			91.8800	EA .00	275.64
8	6360-832-481 SFL L-III PLUS DTY HLST STX BW GLK 22W/M3 LGHT, BLK, RH			101.2500	EA .00	810.00
6	NON-STOCK SFL ITEM# 6360-383-481			91.8800	EA .00	551.28
12	6360-3832-481 SFL ALS DTY HLST LVL III BLK STX BW GLK 21 W/LIGHT			101.2500	EA .00	1,215.00
1	6360-3832-482 SFL ALS DTY HLST LVL III BLK L STX BW GLK 21 W/LIGHT			101.2500	EA .00	101.25
COMMENT						
TERMS						

PROFORCE LAW ENFORCEMENT

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P R I C E	QUOTE#	PAGE
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Q U O T E	SHIP DATE	
	A.S.A.P.	

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626-856-0471

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	08/17/16	000077	A	GREGG MCCLUNG	F-2D FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
1	XFET THIS ITEM FET OUT IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order, F.A.E.T. Exemption, payment by check in 30 days (unless otherwise agreed) and in stated quantities. ATF or the manufacturer may require additional forms. Sample forms may be found at: http://www.ProForceonline.com/forms.htm Ordering Instructions: Please fax a copy of the department purchase order and F.E.T. form to (928)445-3468. PLEASE MAIL ORIGINALS to ProForce Law Enforcement, 3009 N. Hwy 89, Prescott, AZ 86301. Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department purchases unless otherwise specifically noted. This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for	.0000	EA .00	.00
	COMMENT			
	TERMS			

PROFORCE LAW ENFORCEMENT

3009 North Highway 89 Prescott, AZ 86301
 Tel: (928) 776-7192 Fax: (928) 445-3468
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P R I C E	QUOTE#	PAGE
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JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	08/17/16	000077	A	GREGG MCCLUNG	F-2D FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	updated pricing. A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number.			

COMMENT FOR: SGT. JOHN FRAIJO BY: KARI MARTIN TERMS DUE NET 30 DAYS	SALES AMOUNT 18,528.17 9.000% SALES TAX 1,667.53 SUB TOTAL 20,195.70
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AGENDA REPORT

COUNCIL AGENDA
ITEM LM

AUG 24 2016

Date: August 24, 2016
To: Honorable Mayor and Members of the City Council
From: John Davidson, City Manager
Issue: APPROVAL OF PARCEL MAP NO. 73909 – ALDERSON DEVELOPMENT

City Manager's Recommendation:

It is recommended that the City Council:

- 1) Approve Parcel Map No. 73909 and authorize the City Clerk, City Treasurer and the City Engineer to sign the map on behalf of the City.
- 2) Direct the City Engineer to submit Parcel Map No. 73909 to the Los Angeles County Registrar Recorder's office for recordation and return a recorded copy of this Parcel Map to the City Clerk's office.

Analysis:

- 1) On July 13, 2016 the City Council approved Tentative Parcel Map No. 73909 allowing the subdivision of a four (4) parcel, 10.02 acre site into five (5) parcels to develop a light industrial business park totaling approximately 192,700 square feet on property located at 4224/4342 Alderson Avenue and 14808/14910 Los Angeles Street.
- 2) The applicant, Seventh Street Development, has agreed to the final conditions of approval for this parcel map, as outlined in Resolution No. 2016-38-2852. The Planning Department final conditions of approval which are required for the approval of this parcel map have been met. The Fire Department conditions of approval and the required Public Works Department offsite improvements pertaining to this subdivision shall be met prior to the issuance of a certificate of occupancy. The required faithful performance bond and a labor and material bond will be posted by the applicant in the amount approved by the City Engineer and the subdivision improvement agreement will be subject to approval by form by the City Attorney.
- 3) The City's contract surveyor has checked and approved this parcel map for mathematical accuracy, survey analysis, title information and compliance with the State Subdivision Map Act.

Fiscal Impact: DFSC (Initial of CFO) None.

Legal Impact: _____ (Initial of Legal Counsel) See Note 2.

Contact Person/Prepared By: William K. Tam, Public Works Director/City Engineer
Phone (626) 430-2212.

Elizabeth Rodriguez for JD
John Davidson, City Manager

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF IRWINDALE

and

SEVENTH STREET DEVELOPMENT

**SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF IRWINDALE
AND
SEVENTH STREET DEVELOPMENT**

Agreement Date: August 24, 2016

Subdivider Name: Seventh Street Development (hereinafter "Subdivider")

Subdivision Name: 5363-Alderson Business Park **Parcel Map No. 73909 (No. of Lots: 5)**
(hereinafter "Subdivision")

Parcel Map No.: 73909 (Approval Date: _____) (hereinafter "Approved Tentative Map")

Improvement Plans Approved On: _____ (hereinafter "Plans")

Estimated Total Cost of Improvements: \$519,901.80
(including _____)

Estimated Total Cost of Monumentation: \$1,500.00 (based upon the Plans, including individual lots, subdivision boundary and public improvements)

Security:

Bond Nos.: _____

Surety: _____

- OR -

Irrevocable Standby Letter of Credit No.: _____

Financial Institution: _____

- OR -

Cash/Certificate of Deposit, Agreement Dated: _____

Financial Institution: _____

Designees for the Service of Written Notice:

CITY: City Engineer City of Irwindale 5050 N. Irwindale Ave. Irwindale, CA 91706 (626)420-2200	SUBDIVIDER: Name: Seventh Street Development Address: 3780 Kilroy Airport Way, Suite 520 Tel.: (562) 427-7771, ext. 11
CITY PROJECT INSPECTOR Name: Address: Tel.:	SURETY Name: Address: Tel.:

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 24th day of August, 2016, by and between the CITY OF IRWINDALE, a municipal corporation, organized and existing in the County of Los Angeles, under and by virtue of the laws of the State of California, ("CITY"), and Seventh Street Development, a corporation (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Parcel Map No. 73909**, (the "Map"), located in the City of Irwindale, County of Los Angeles, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving (**Final/Parcel**) **Map No. 73909** for the Property and permitting development of the Property to proceed.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$519,901.80.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included as Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on **(Final/Parcel) Map No. 73909** in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Irwindale. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Subdivider may mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

1.10. Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance With Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect at the time of the adoption of the Approved Tentative Map. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary, and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the

Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.16. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements, and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended for a period or periods not exceeding two (2) years. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance

hereunder. The City Engineer shall evaluate all claims to Force Majeure and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1. In this regard, Subdivider agrees that if the Works of Improvement have not been completed on or before the later of two (2) years from the date of this Agreement or within the time allowed herein, whichever is the later, and if City thereafter initiates proceedings to revert the Property to acreage, pursuant to Government Code Section 66499.16, Subdivider hereby consents to such reversion to acreage and agrees that any improvements made by or on behalf of Subdivider shall not be considered in determining City's authority to revert the Property to acreage.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall

obtain a valid City of Irwindale business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

- (i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$519,901.80 equal to 100% of the estimated construction cost referenced in Section 1.1.
- (ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to \$519,901.80 equal to 100% of the estimated construction cost referenced in Section 1.1.
- (iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$1,500.00 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance

("Maintenance and Warranty Security Instrument"), in the amount of \$ n/a equal to 15% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

- (i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Irwindale, State of California (and the Security Instrument shall so provide).
- (ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than

Instruments of Credit, which shall have no defined term or expiration date).

- (iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.
- (iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security may be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as

provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein, and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8 and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

- (i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;
- (ii) the Works of Improvement have been accepted;
- (iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and
- (iv) After passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement

Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Subdivider. Default by Subdivider shall include, but not be limited to:

- (a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;
- (b) Subdivider's failure to timely complete construction of the Works of Improvement;

- (c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;
- (d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;
- (e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Notice of Violation. The Subdivider's failure to comply with the terms of this Agreement constitutes Subdivider's consent for the City to file a notice of violation against all the lots in the Subdivision, or to rescind or otherwise revert the Subdivision to acreage. Subdivider specifically recognizes that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of the City.

8.4. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.5. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.6. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the recordation of the Notice of Acceptance by the City of the Works of Improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum \$1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

- (i) Premises operations; including X, C, and U coverage;
- (ii) Owners' and contractors' protection;
- (iii) Blanket contractual;
- (iv) Completed operations; and

(v) Products.

(b) Commercial Business Auto policy with a minimum \$1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

- (i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and
- (ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:

- (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
- (i) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
- (ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."*
- (iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

(d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

- (i) "The City of Irwindale, its officers, employees and agents are hereby added as additional insureds."

- (ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."
- (iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."
- (iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Irwindale in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.
- (v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

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

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

- (a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal,

state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of Los Angeles County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the

date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (I) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

CITY OF IRWINDALE, CALIFORNIA

SUBDIVIDER

By _____
Mark A. Breceda, Mayor

By: _____
Title: Craig Furniss, President
Seventh Street Development
3780 Kilroy Airport Way, Suite 520
Long Beach, CA 90806

APPROVED BY THE CITY COUNCIL

Date: _____

ATTEST:

By _____
Laura Nieto, Deputy City Clerk

APPROVED AS TO FORM:

By _____
Fred Galante, Esq., City Attorney

EXHIBIT "A"

PARCEL MAP NO. 73909 LEGAL DESCRIPTION

Parcel Map No. 73909, as recorded in Map Book _____, Pages _____ through _____ inclusive, records of Los Angeles County, California.

EXHIBIT "B"

PARCEL MAP NO. 73909 CONDITIONS OF APPROVAL

The Conditions issued to Subdivider for development of the Property follow this page.

EXHIBIT "C"

PARCEL MAP NO. 73909

(Subdivision/Unit No.)

(Subdivider)

ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Irwindale for the above-referenced Subdivision, Subdivider hereby warrants to the City of Irwindale that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be

dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Irwindale, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Irwindale.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: _____

SUBDIVIDER*

By: _____

*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.

AGENDA REPORT

COUNCIL AGENDA ITEM 2A

AUG 24 2016

Date: August 24, 2016

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: Substantial Conformance Determination for proposed modification to the exterior building elevations for Site Plan & Design Review Permit No. 02-2015, which was approved by the City Council on July 13, 2016 to allow for construction and operation of a speculative light industrial business park totaling 192,700 square feet on property located at 4224/4342 Alderson Avenue and 14808/14910 Los Angeles Street.

City Manager's Recommendation:

That the City Council make a Substantial Conformance Determination for a proposed modification to the building elevations for Site Plan & Design Review Permit No. 02-2015 and **ADOPT** Resolution No. 2016-52-2866 approving the modifications to the approved exterior design of five building elevations for the light industrial business park project located at 4224/4342 Alderson Avenue and 14808/14910 Los Angeles Street.

Background:

On July 13, 2016, the City Council adopted Resolution No. 2016-38-2852 approving Site Plan & Design Review Permit No. 02-2015 subject to conditions of approval to allow for the development of a 192,700 square-foot industrial business park consisting of five (5) buildings on approximately 10.02 acres at the southeast corner of Los Angeles Street and Alderson Avenue. The approved building elevations included decorative trellis features along the building walls facing the streets as well as portions of the building walls facing the interior of the property. Following the approvals, the Applicant informed Staff that the architect had unintentionally added decorative trellis features to some of the interior walls of the buildings whereas these trellis features were only meant for the walls facing the streets and visible from the immediate right-of-ways.

Request:

The Applicant has requested that the removal of the trellis features from the interior building walls be considered to be in substantial conformance to the approved plans. Typically, this determination can be made by the Community Development Director. However, the Director has referred the decision to the City Council due to the sensitivity of the Project's design within this mixed industrial and residential neighborhood.

The Applicant is specifically requesting a modification to one building elevation for each of the proposed buildings by removing two trellis features and replacing them with one or two scored concrete walls along the following building elevations:

- Building A, Interior East Elevation
- Building B, Interior West Elevation
- Building C, Interior South Elevation
- Building D, Interior North Elevation
- Building E, Interior Northwest Elevation

Refer to Exhibit C - Building Elevations with Proposed Modifications.

The remaining exterior elevations on each building would remain the same as approved by the City Council for Site Plan & Design Review Permit No. 02-2015.

Analysis and Conclusion:

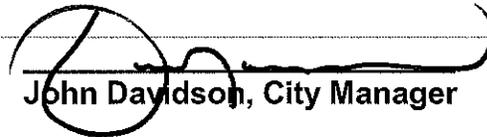
Staff considers the proposed modifications to the approved building elevations to be minor and insignificant to the overall quality of design. The modifications do not take away from the Project's consistency with the City of Irwindale Commercial and Industrial Design Guidelines and the Project remains consistent with the findings of fact adopted by the City Council through Resolution No. 2016-38-2852, which approved Site Plan & Design Review Permit No. 02-2015. Further, the substantial conformance determination is for a minor modification to an architectural design feature and does not require further environmental analysis. The determination is, therefore, consistent with Mitigated Negative Declaration that was adopted for the Project in compliance with the California Environmental Quality Act.

Staff recommends that City Council make a Substantial Conformance Determination for the proposed building design modifications and adopt Resolution No. 2016-52-2866, thus approving the proposed modifications to Site Plan Review Permit No. 02-2015.

Fiscal Impact:

None. The Project is a private development fully funded by the developer.

Fiscal Impact:	 (Initial of CFO)
Legal Impact:	_____ (Initial of Legal Counsel)
Contact Person:	Gustavo Romo, Community Development Director 626-430-2206 gromo@irwindaleca.gov Debby Linn, Project Planner 626-430-2209 dlinn@irwindaleca.gov


John Davidson, City Manager

Exhibits:

- A: Proposed City Council Resolution No. 2016-52-2866
- B: Approved City Council Resolution No. 2016-38-2852
- C: Building Elevations (Approved and Proposed Modifications)

RESOLUTION NO. 2016-52-2866

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE MAKING A SUBSTANTIAL CONFORMANCE DETERMINATION FOR PROPOSED MODIFICATIONS TO THE EXTERIOR BUILDING ELEVATIONS FOR SITE PLAN & DESIGN REVIEW PERMIT NO. 02-2015, WHICH WAS APPROVED BY THE CITY COUNCIL ON JULY 13, 2016 TO ALLOW FOR CONSTRUCTION AND OPERATION OF A SPECULATIVE LIGHT INDUSTRIAL BUSINESS PARK TOTTALLING 192,700 SQUARE FEET ON PROPERTY LOCATED AT 4224/4342 ALDERSON AVENUE AND 14808/14910 LOS ANGELES STREET.

A. RECITALS.

- (i) On July 13, 2016, the City Council adopted Resolution No. 2016-38-2852 approving Site Plan & Design Review Permit No. 02-2015 subject to conditions of approval to allow for the development of a 192,700 square-foot industrial business park consisting of five (5) buildings on approximately 10.02 acres at the southeast corner of Los Angeles Street and Alderson Avenue.
- (ii) The approved building elevations included decorative trellis features along the building walls facing the streets as well as portions of the building walls facing the interior of the property. Following the approvals, the Applicant informed Staff that the architect had unintentionally added decorative trellis features to some of the interior walls of the buildings whereas these trellis features were only meant for the walls facing the streets and visible from the immediate right-of-ways.
- (iii) The Applicant, Seventh Street Development, Inc., has requested that the removal of the trellis features from the interior building walls be considered to be in substantial conformance to the approved plans. Typically, this determination can be made by the Community Development Director. However, the Director has referred the decision to the City Council due to the sensitivity of the Project's design within this mixed industrial and residential neighborhood.
- (iv) The Applicant is specifically requesting a modification to one building elevation for each of the proposed buildings by removing two trellis features and replacing them with one or two scored concrete walls along the following building elevations:
 - Building A, Interior East Elevation
 - Building B, Interior West Elevation
 - Building C, Interior South Elevation
 - Building D, Interior North Elevation
 - Building E, Interior Northwest Elevation

- (v) The proposed modifications to the approved building elevations are considered minor and insignificant to the overall quality of design. The modifications do not take away from the Project's consistency with the City of Irwindale Commercial and Industrial Design Guidelines and the Project remains consistent with the findings of fact adopted by the City Council through Resolution No. 2016-38-2852, which approved Site Plan & Design Review Permit No. 02-2015.
- (vi) This substantial conformance determination is for a minor modification to an architectural design feature and does not require further environmental analysis. The determination is, therefore, consistent with Mitigated Negative Declaration that was adopted for the Project in compliance with the California Environmental Quality Act.
- (vii) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Irwindale as follows:

1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct.
2. Based upon substantial evidence presented to this City Council with regard to the Applicant's request, including written staff reports and architectural plans, this City Council hereby determines that the proposed modifications to Site Plan & Design Review Permit No. 02-2015 are in substantial conformance with the plans approved by the City Council as part of the approval of Site Plan & Design Review Permit No. 02-2015.
3. All conditions of approval adopted as part of Resolution No. 2016-38-2852 shall remain in full force and effect.
4. This resolution shall be effective upon adoption.
5. The Deputy City Clerk shall:
 - a. Certify to the adoption of this Resolution; and
 - b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 24th day of August 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. 2016-52-2866 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of August 2016, by the following vote:

AYES: Councilmembers:

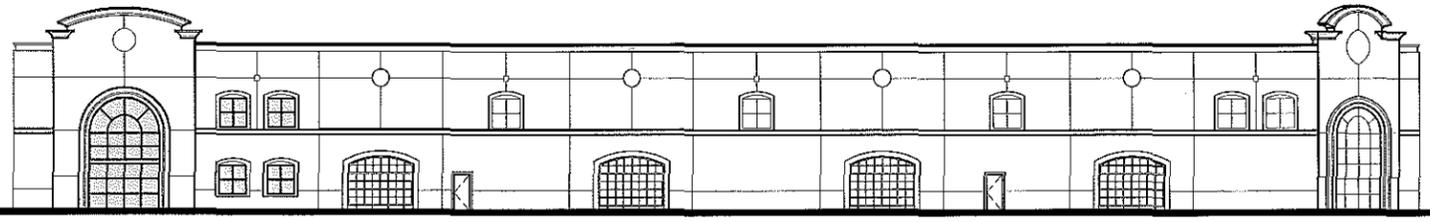
NOES: Councilmembers:

ABSENT: Councilmembers:

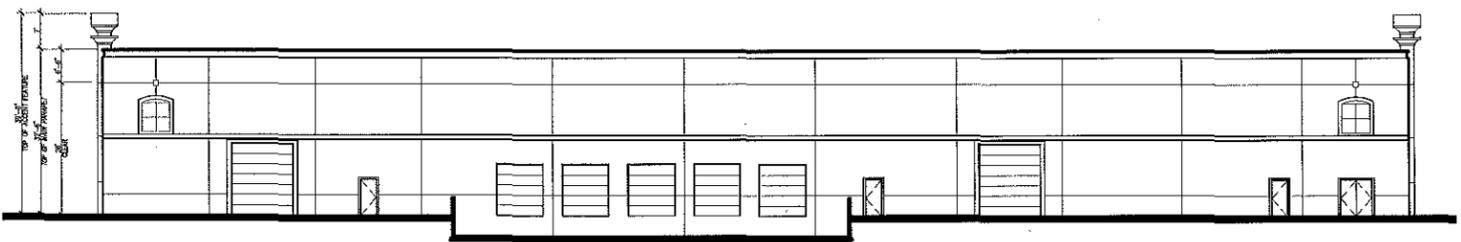
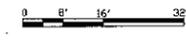
ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

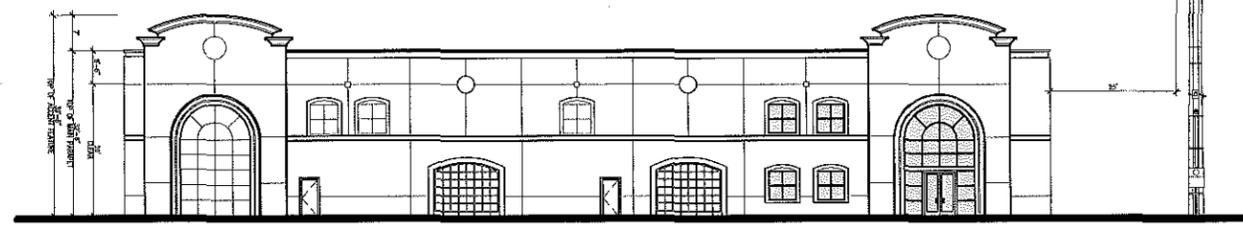
APPROVED



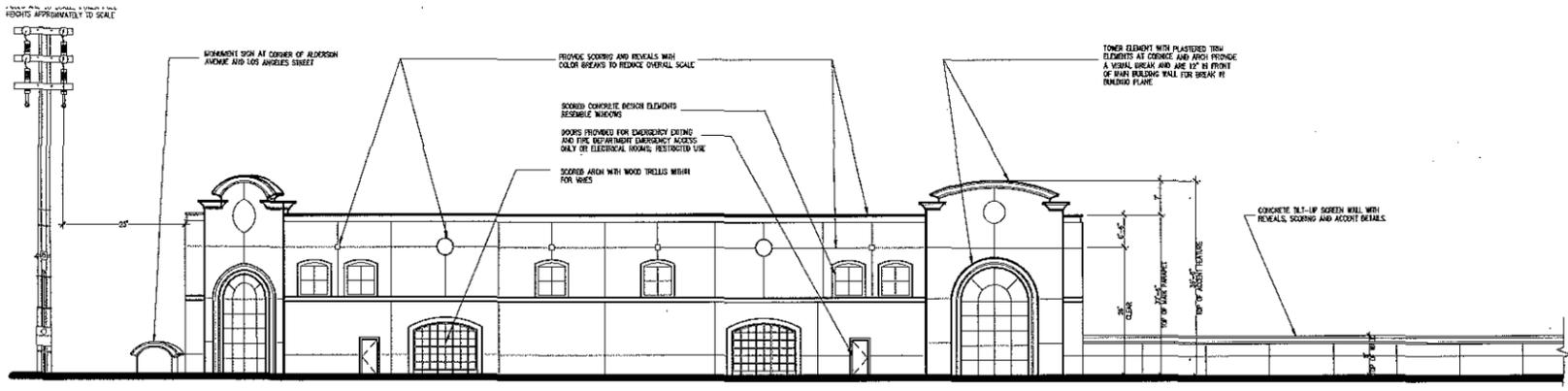
1 NORTH ELEVATION
BLDG. A



2 SOUTH ELEVATION
BLDG. A



4 EAST ELEVATION
BLDG. A



3 WEST ELEVATION
BLDG. A



**ALDERSON BUSINESS PARK
PROPOSED INDUSTRIAL/MANUFACTURING DEVELOPMENT**

A DEVELOPMENT OF:



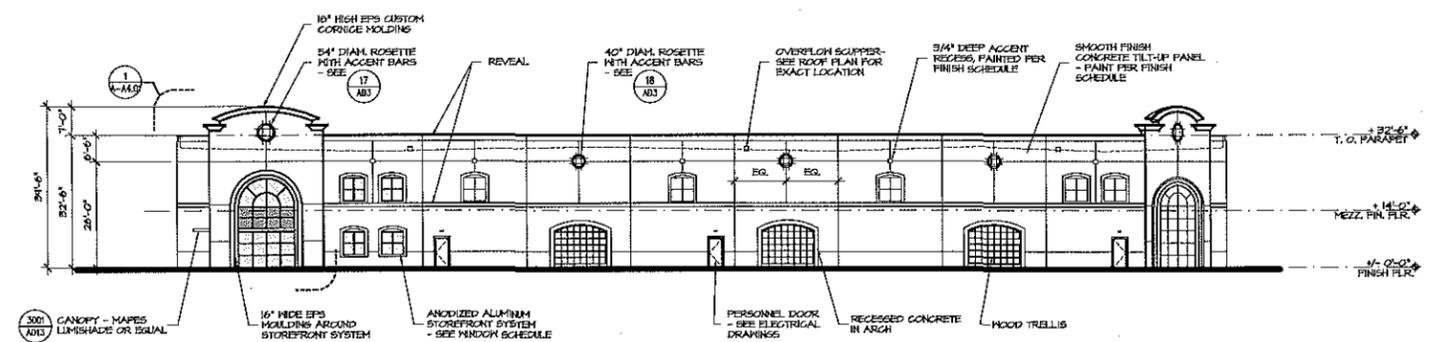
SEVENTH STREET DEVELOPMENT

4224 & 4342 Alderson Ave./14808 Los Angeles St., Irwindale CA 91706

2-11-2016

www.atia.com
3160 Blackhawk Road 3150 Douglas Boulevard
Danville, CA 94506 Danville, CA 94501
T 925.548.8900 T 916.772.1800
5020 Fulman Street
Costa Mesa, CA 92626
T 714.258.3200

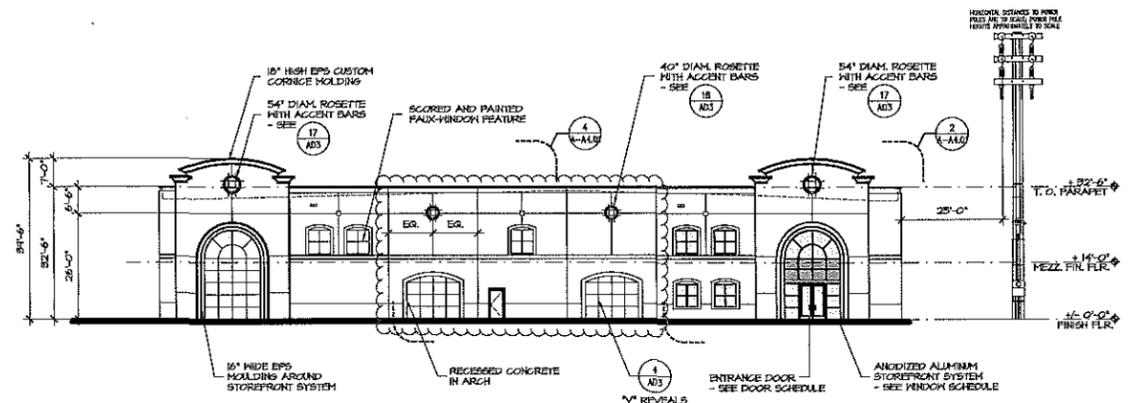
PROPOSED



BUILDING 'A' - NORTH ELEVATION (LOS ANGELES STREET)

1

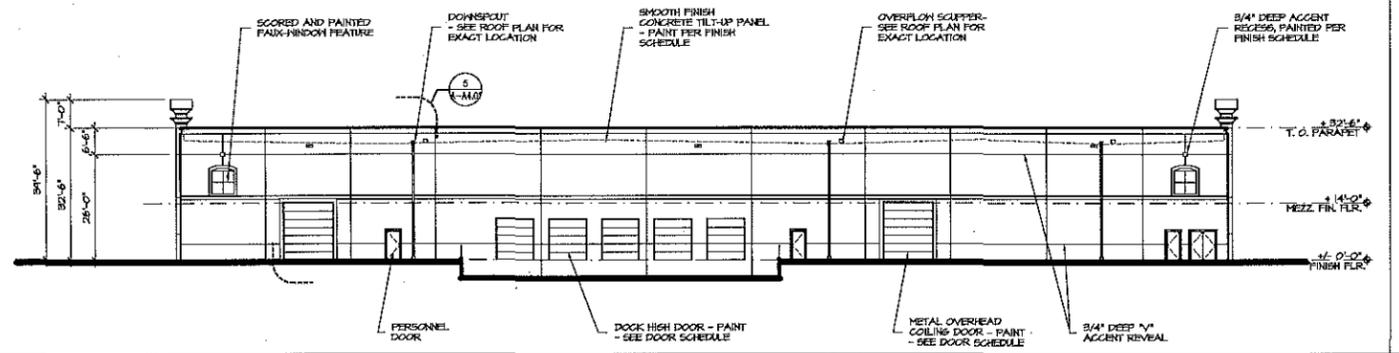
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BUILDING 'A' - EAST ELEVATION

2

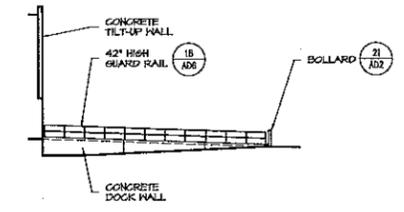
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BUILDING 'A' - SOUTH ELEVATION

5

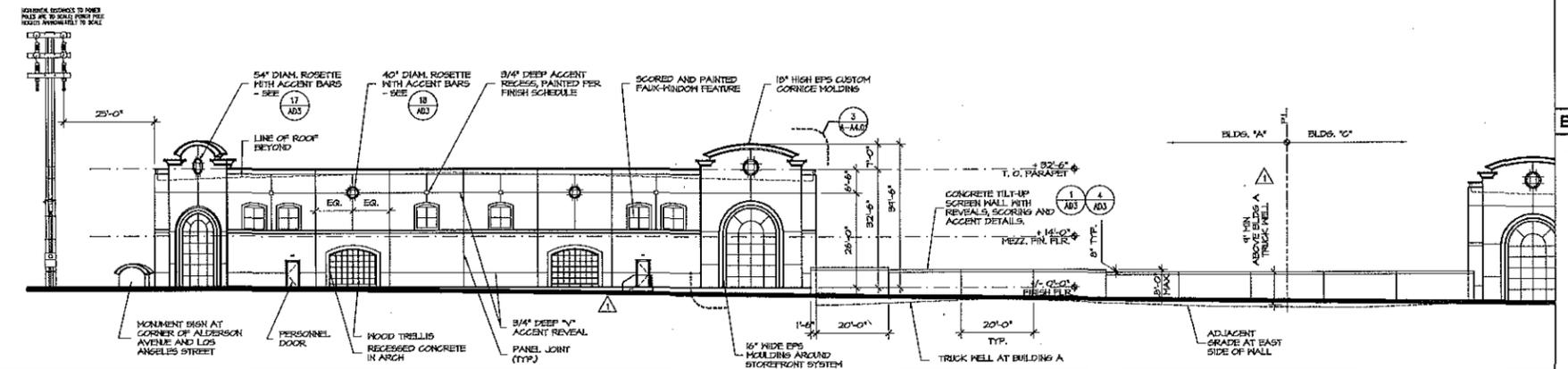
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BUILDING 'A' - DOCK WALL

3

SCALE: 1/16"=1'-0"



BUILDING 'A' - WEST ELEVATION (ALDERSON AVENUE)

4

SCALE: 1/16"=1'-0"

LEGEND

[Pattern]	CLEAR GLASS SEE FINISH SCHEDULE
[Pattern]	SPANDREL GLASS SEE FINISH SCHEDULE

EXTERIOR FINISH SCHEDULE
SEE A1.00



WWW.ATI.AE.COM
5050 Buckhorn Road
San Diego, CA 92121
T 619.444.8800

ITEM/REVISIONS	DATE
FIRE DEPT. SUBMITTAL	4/20/16
1ST PLAN CHK SUBMITTAL	5/4/16
2ND BLS. P.D. SUBMITTAL	6/6/16
END SET	6/6/16
TRELLIS ALTERNATE	6/6/16

SEVENTH STREET DEVELOPMENT
3780 KILROY AIRPORT WAY
SUITE 620
LONG BEACH, CA 90806
TEL. (562) 427-7771

CONSULTANT STAMP

KEY PLAN



APPROVALS:

PROJECT TITLE:
4224 ALDERSON AVE BUILDING 'A'

FUTURE ADDRESS:
14808 LOS ANGELES IRWINDALE, CA 91708

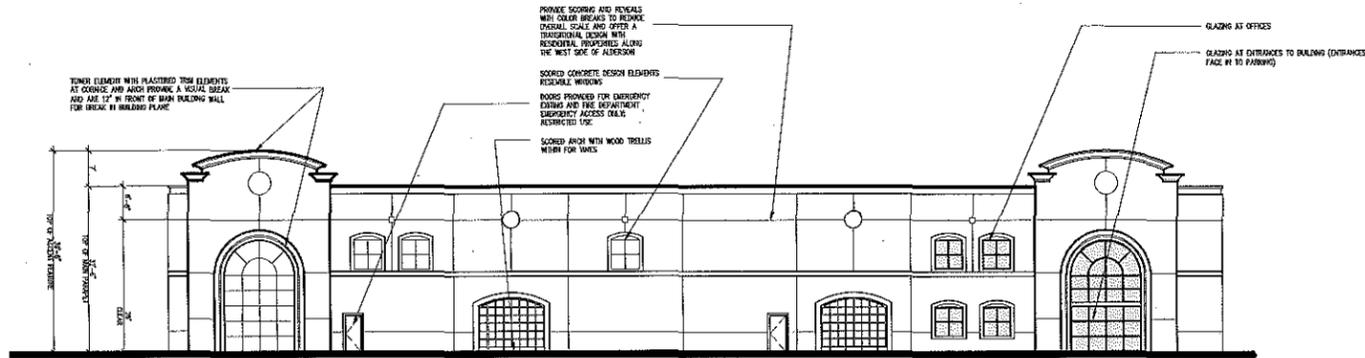
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DATE: 8/3/16
DRAWN BY: KL
JOB NO: 530401
CAD FILE: +A-A4_00.dwg
SHEET NO:

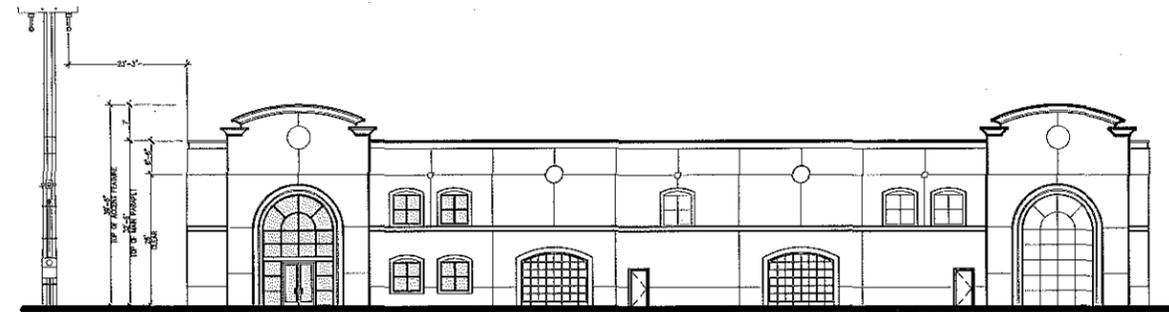
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CHECKED BY:

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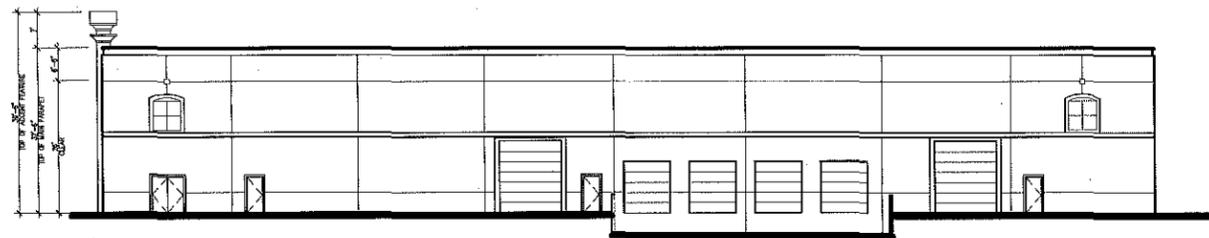
APPROVED



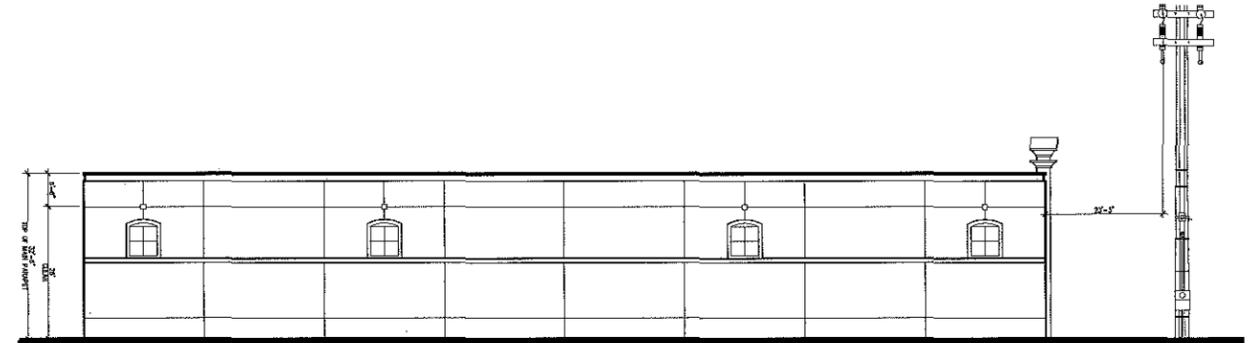
1 NORTH ELEVATION
BLDG. B



2 WEST ELEVATION
BLDG. B



3 SOUTH ELEVATION
BLDG. B



4 EAST ELEVATION
BLDG. B



**ALDERSON BUSINESS PARK
PROPOSED INDUSTRIAL/MANUFACTURING DEVELOPMENT**

A DEVELOPMENT OF:



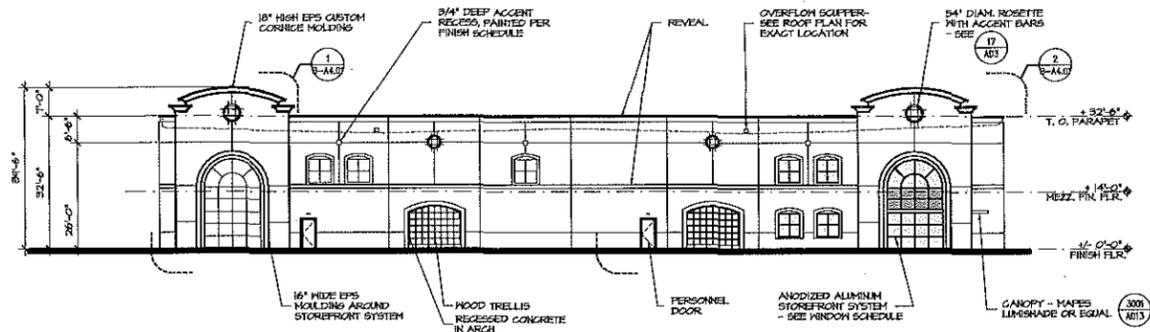
SEVENTH STREET DEVELOPMENT

4224 & 4342 Alderson Ave./14808 Los Angeles St., Irwindale CA 91706

2-11-2016

5660 Blackhawk Road 2510 Douglas Boulevard
Danville, CA 94526 Danville, CA 94501
T 925.448.8800 T 925.772.1800
3020 Pullman Street
Oceanside, CA 92058
T 760.325.1800

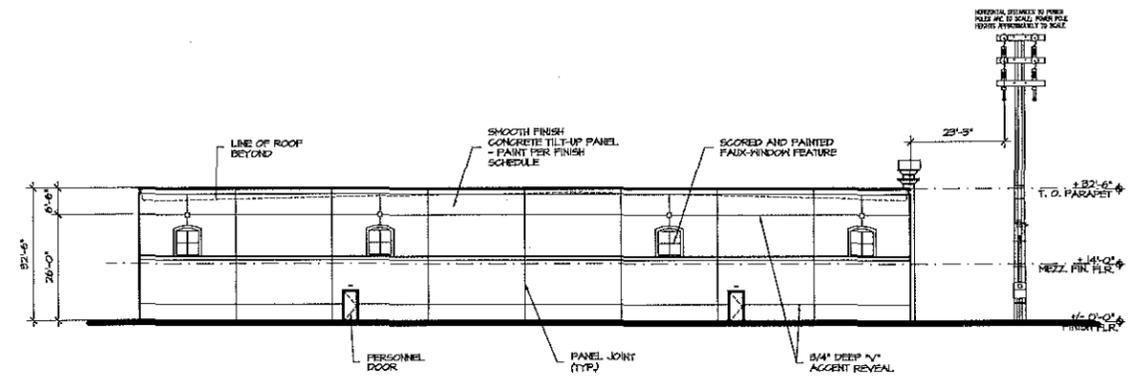
PROPOSED



BUILDING 'B' - NORTH ELEVATION (LOS ANGELES STREET)

1

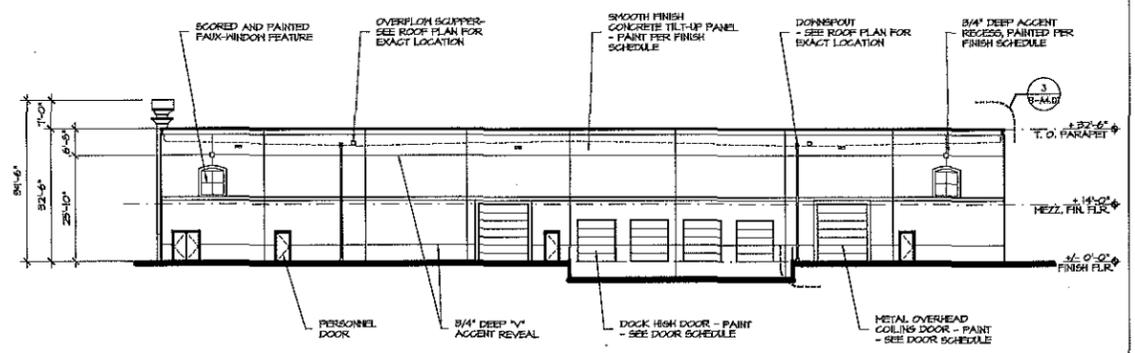
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BUILDING 'B' - EAST ELEVATION

2

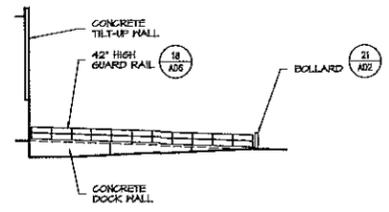
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BUILDING 'B' - SOUTH ELEVATION

5

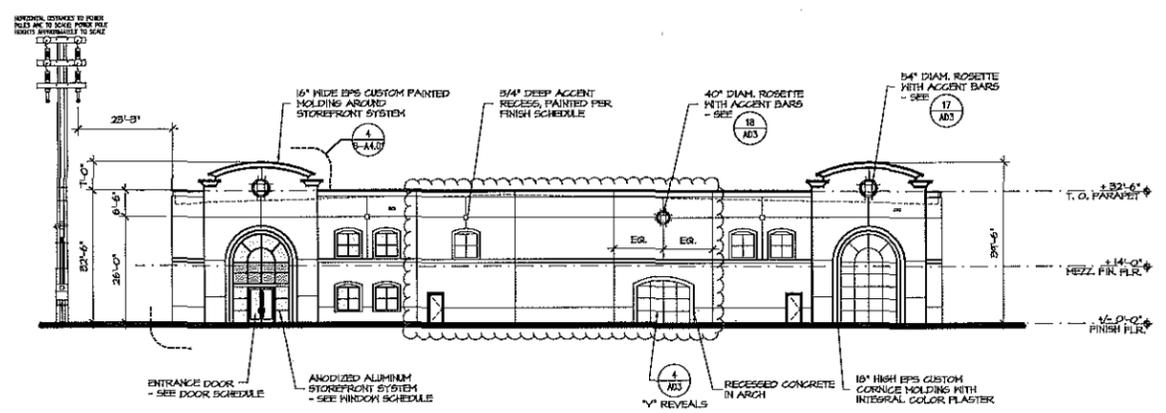
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BUILDING 'B' - DOCK WALL

3

SCALE: 1/16"=1'-0"



BUILDING 'B' - WEST ELEVATION

4

SCALE: 1/16"=1'-0"

LEGEND

- CLEAR GLASS
SEE FINISH SCHEDULE
- SPANDREL GLASS
SEE FINISH SCHEDULE

EXTERIOR FINISH SCHEDULE

SEE M1.00



WWW.ATI.AE.COM
3800 Blackhawk Road, Suite 200, Long Beach, CA 90806
3800 Wilshire Blvd, Suite 200, Beverly Hills, CA 90210
3800 Wilshire Blvd, Suite 200, Los Angeles, CA 90010

ITEM REVISIONS/ISSUE	DATE
FIRE DEPT. SUBMITTAL	4/20/16
1ST PLAN CIRC. SUBMITTAL	5/20/16
2ND B.I.S. P.D. SUBMITTAL	6/16/16
END SET	6/16/16
TRELLIS ALTERNATE	8/16/16



SEVENTH STREET DEVELOPMENT
5780 KILROY AIRPORT WAY
SUITE 620
LONG BEACH, CA 90806
TEL: (562) 427-7771

CONSULTANT STAFF
KEY PLAN



APPROVALS

PROJECT TITLE
4224 ALDERSON AVE BUILDING 'B'

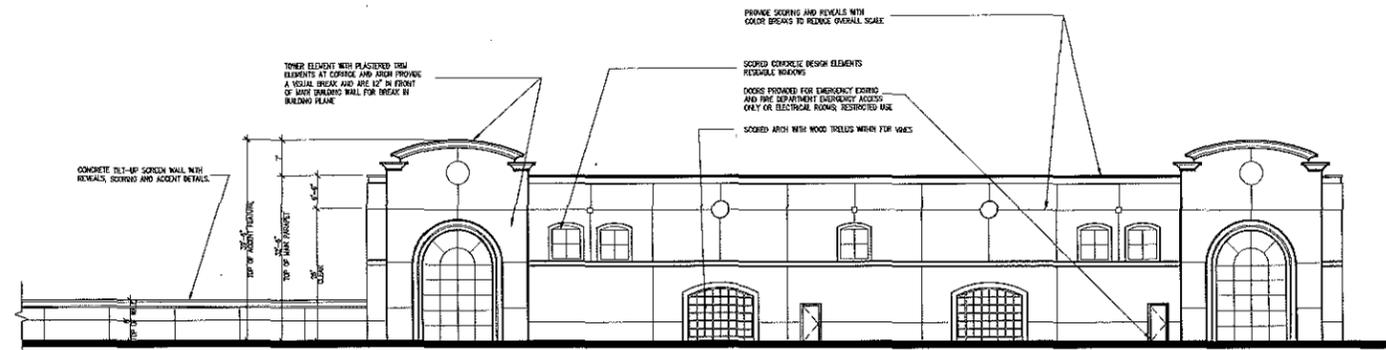
FUTURE ADDRESS:
14888 LOS ANGELES IRWINDALE, CA 91706

SHEET TITLE
BUILDING 'B' EXTERIOR ELEVATIONS

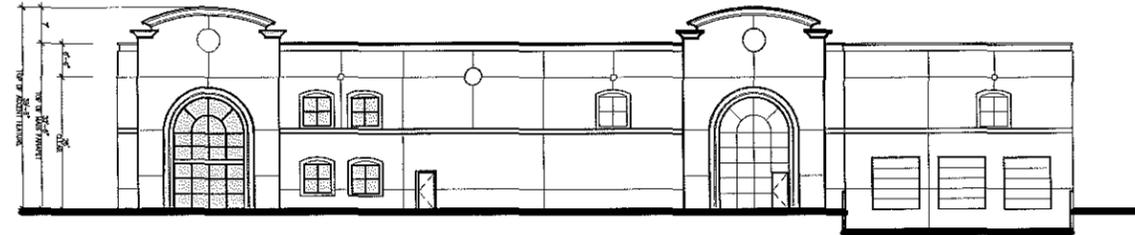
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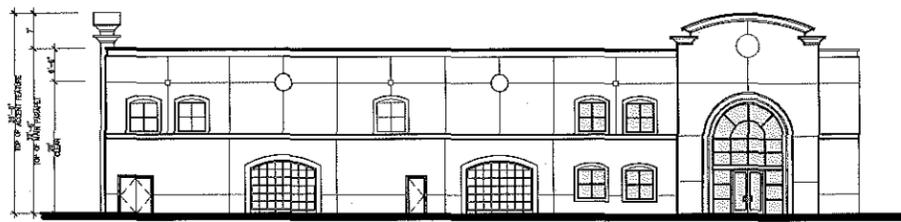
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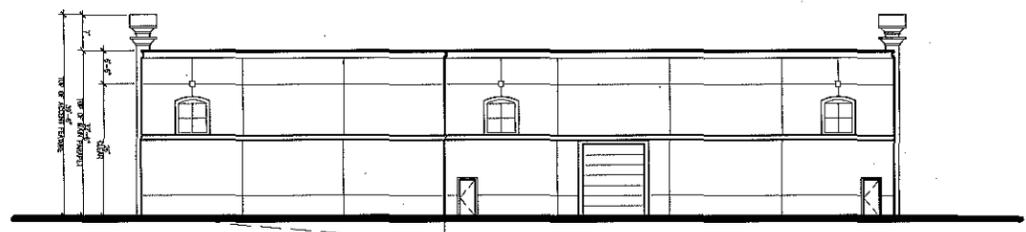
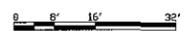
1 WEST ELEVATION
BLDG. C



2 EAST ELEVATION
BLDG. C



3 SOUTH ELEVATION
BLDG. C



4 NORTH ELEVATION
BLDG. C



ALDERSON BUSINESS PARK
PROPOSED INDUSTRIAL/MANUFACTURING DEVELOPMENT



SEVENTH STREET DEVELOPMENT

4224 & 4342 Alderson Ave./14808 Los Angeles St., Irwindale CA 91706

2-11-2016

PROPOSED



WWW.ATI.AE.COM
 300 South Coast Road, Suite 200, Long Beach, CA 90801
 562.427.7771

ITEM/REVISION/SCALE	DATE
PREP. SHEET	4/20/16
1ST PLAN C.A.C. SUBMITTAL	5/4/16
2ND B.A.S. P.D. SUBMITTAL	6/16/16
BID SET	6/16/16
TRELLIS ALTERNATE	6/16/16



SEVENTH STREET DEVELOPMENT
 5780 KILROY AIRPORT WAY
 SUITE 620
 LONG BEACH, CA 90808
 TEL. (562) 427-7771

CONSULTANT STAMP

KEY PLAN



APPROVALS

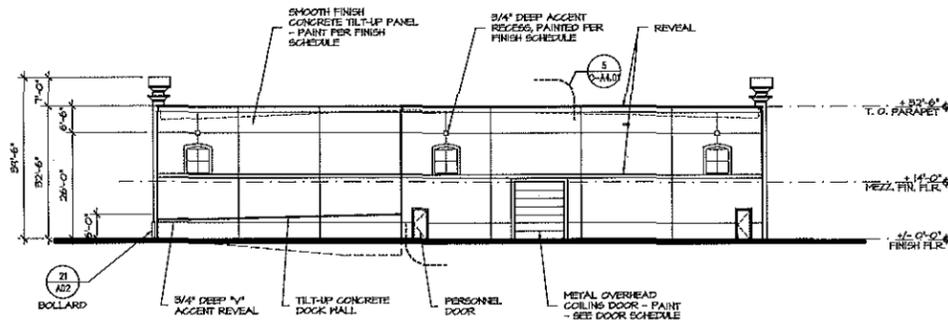
PROJECT TITLE
4224 ALDERSON AVE BUILDING 'C'

FUTURE ADDRESS:
 4318 ALDERSON AVE
 IRWINDALE, CA 91706

SHEET TITLE
BUILDING 'C' EXTERIOR ELEVATIONS

DATE	SCALE
5/16/16	1/16"=1'-0"
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JOB NO: SBO401	
CAD FILE: 1C-A4_00.dwg	
SHEET NO:	

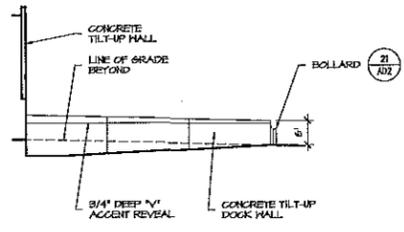
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BUILDING 'C' - NORTH ELEVATION

1

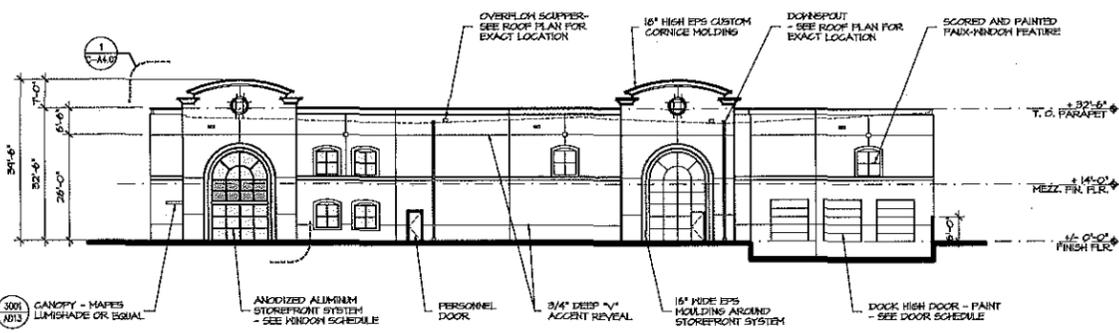
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BUILDING 'C' - DOCK WALL

5

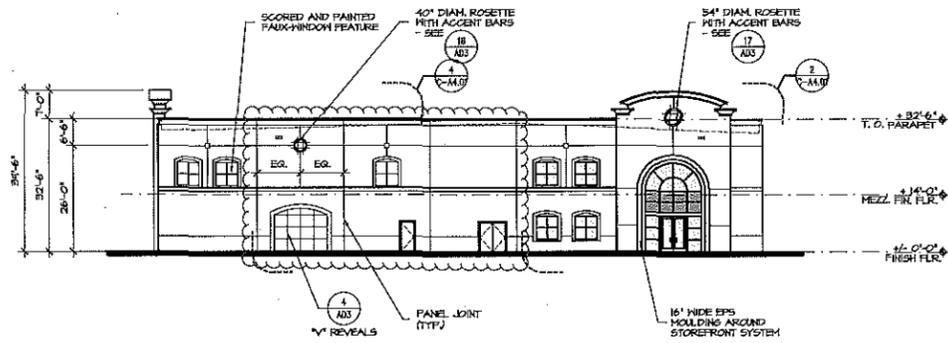
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BUILDING 'C' - EAST ELEVATION

2

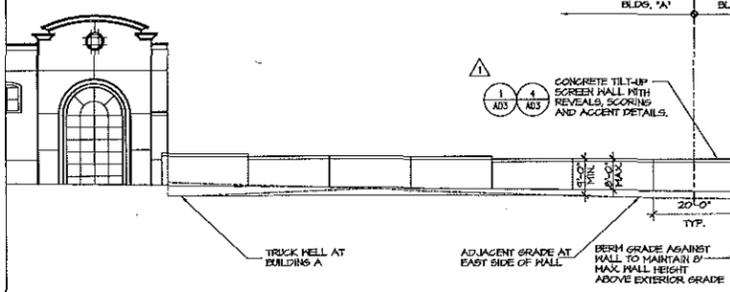
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BUILDING 'C' - SOUTH ELEVATION

3

SCALE: 1/16"=1'-0"



BUILDING 'C' - WEST ELEVATION (ALDERSON AVENUE)

4

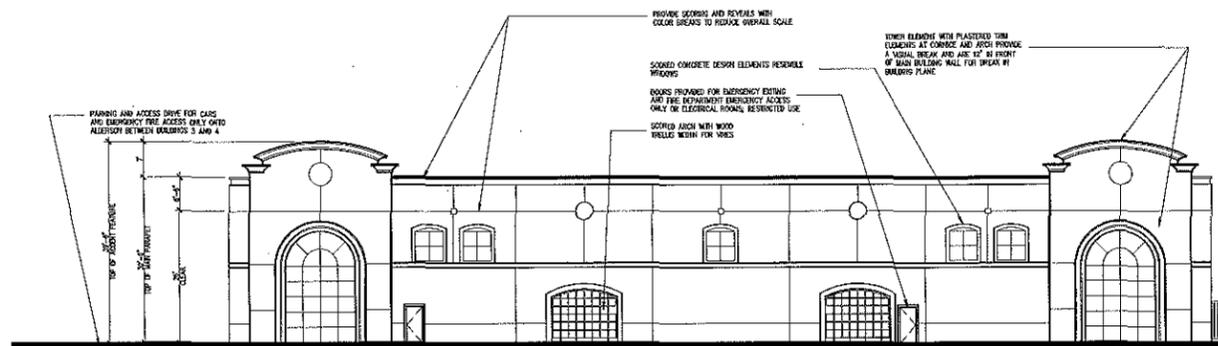
SCALE: 1/16"=1'-0"

LEGEND

- CLEAR GLASS
SEE FINISH SCHEDULE
- SPANDELR GLASS
SEE FINISH SCHEDULE

EXTERIOR FINISH SCHEDULE

SEE A100

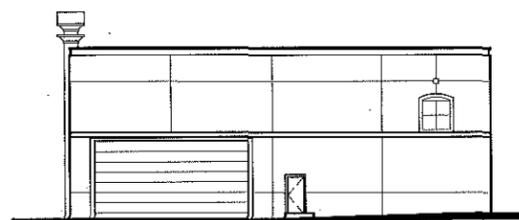


1 WEST ELEVATION
BLDG. D



2 NORTH ELEVATION
BLDG. D

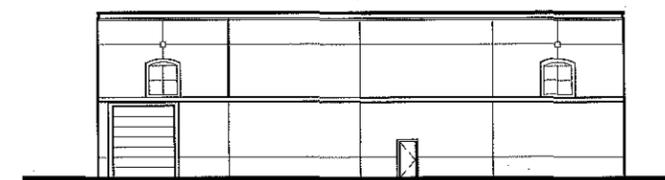
APPROVED



3 SOUTH ELEVATION
BLDG. D



4 EAST ELEVATION
BLDG. D



5 SOUTH-EAST ELEVATION
BLDG. D



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3880 Blackhawk Road 2570 Douglas Boulevard
Irvine, CA 92602 Roseville, CA 95661
T 949.648.8800 T 916.772.1500
2550 Pullman Street
Oroville, CA 95965
T 714.335.1000

ALDERSON BUSINESS PARK
PROPOSED INDUSTRIAL/MANUFACTURING DEVELOPMENT

A DEVELOPMENT OF:

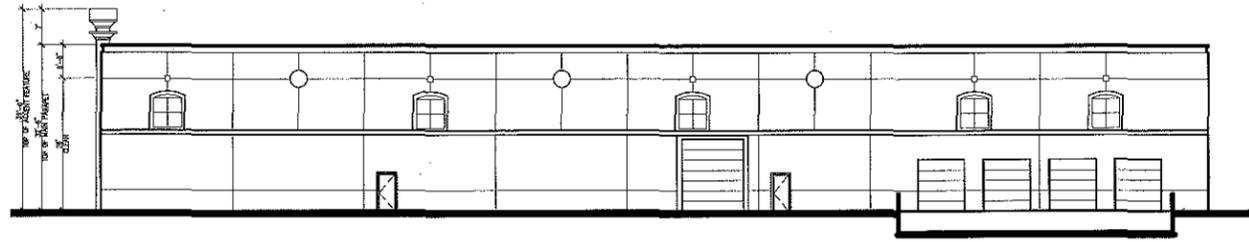


SEVENTH STREET DEVELOPMENT

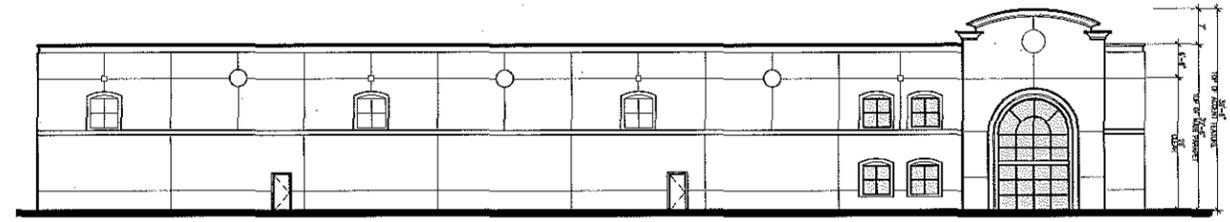
4224 & 4342 Alderson Ave./14808 Los Angeles St., Irwindale CA 91706

2-11-2016

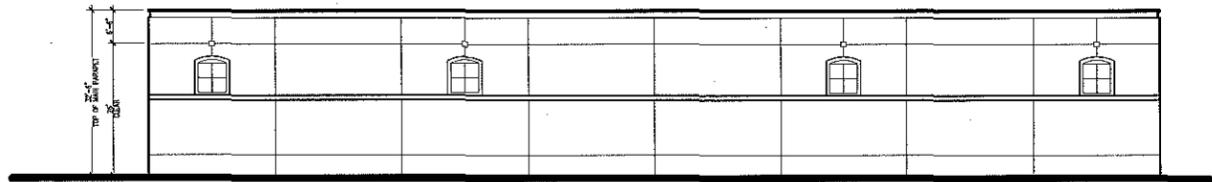
APPROVED



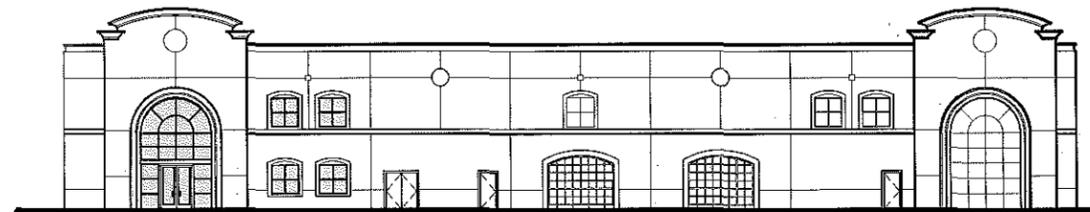
1 SOUTH WEST ELEVATION
BLDG. E



2 NORTH EAST ELEVATION
BLDG. E



3 SOUTH EAST ELEVATION
BLDG. E



4 NORTH WEST ELEVATION
BLDG. E



**ALDERSON BUSINESS PARK
PROPOSED INDUSTRIAL/MANUFACTURING DEVELOPMENT**

A DEVELOPMENT OF:



SEVENTH STREET DEVELOPMENT

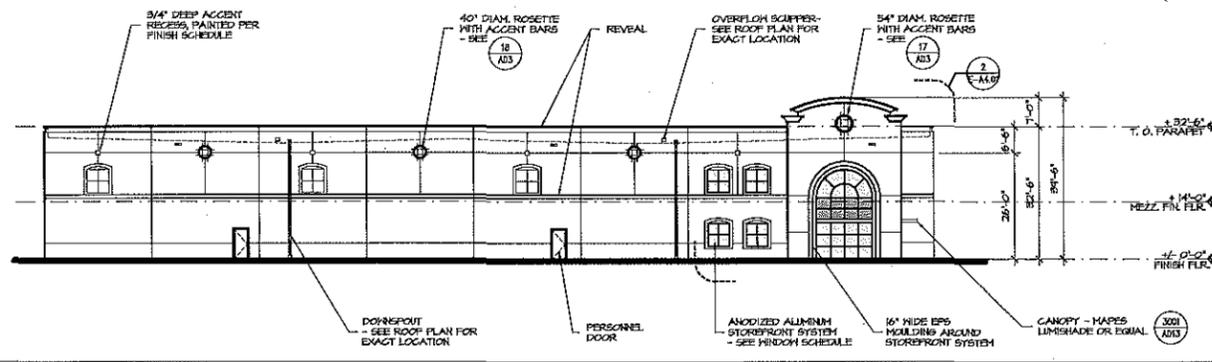
4224 & 4342 Alderson Ave./14808 Los Angeles St., Irwindale CA 91706

2-11-2016

www.atiae.com
2990 Blackhawk Road 2510 De Riggs Boulevard
Denver, CO 80202 Roseville, CA 95661
T 925.842.8000 T 916.772.1600

3050 Pulman Street
Corte Madera, CA 94928
T 714.329.9000

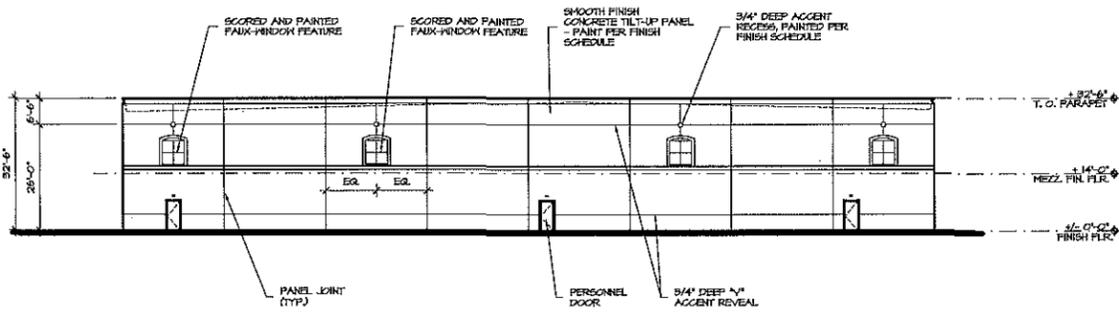
PROPOSED



BUILDING 'E' - NORTH EAST ELEVATION

1

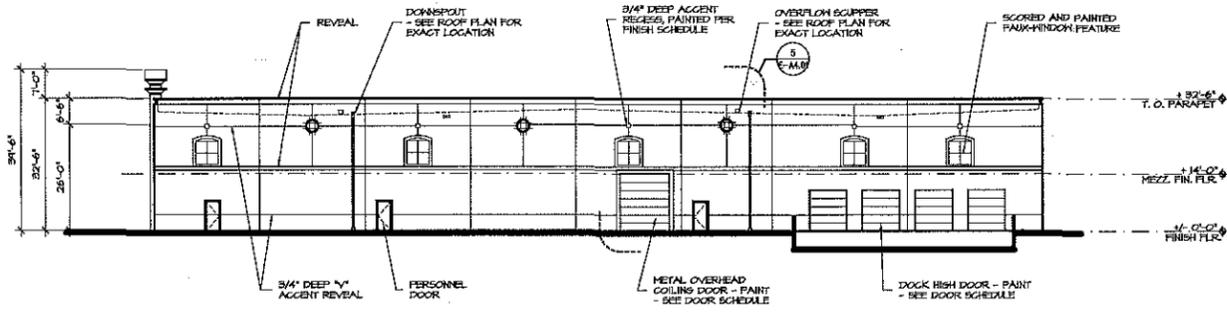
SCALE: 1/16"=1'-0"



BUILDING 'E' - SOUTH EAST ELEVATION

2

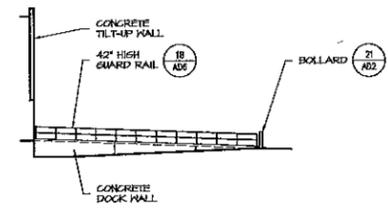
SCALE: 1/16"=1'-0"



BUILDING 'E' - SOUTH WEST ELEVATION

3

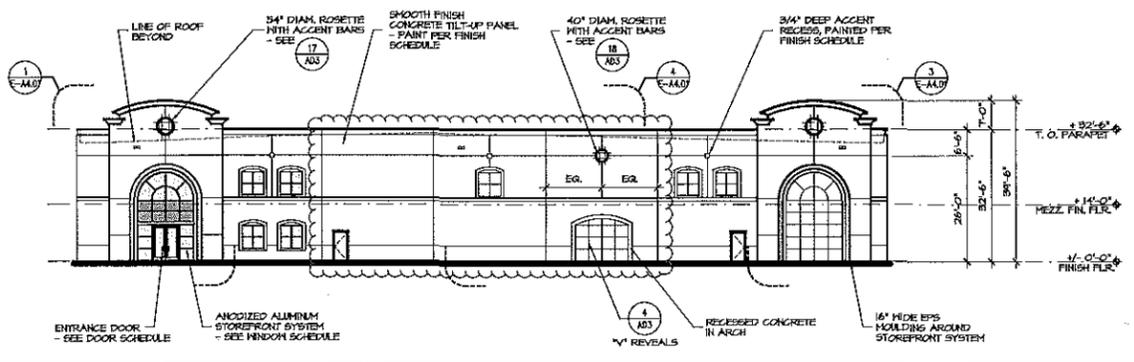
SCALE: 1/16"=1'-0"



BUILDING 'E' - DOCK WALL

4

SCALE: 1/16"=1'-0"



BUILDING 'E' - NORTH WEST ELEVATION

4

SCALE: 1/16"=1'-0"

LEGEND

- CLEAR GLASS
SEE FINISH SCHEDULE
- SPANDEL GLASS
SEE FINISH SCHEDULE

EXTERIOR FINISH SCHEDULE

SEE A1.00



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Irvine, CA 92614
T 949.434.8000

REV#	REVISION/DATE	DATE
1	PREP. DEPT. SUBMITTAL	4/20/16
2	1ST PLAN G.M. SUBMITTAL	5/10/16
3	2ND PLAN G.M. SUBMITTAL	6/16/16
4	END SET	6/16/16
5	TRELLIS ALT.	6/16/16



SEVENTH STREET DEVELOPMENT
3780 KILROY AIRPORT WAY
SUITE 520
LONG BEACH, CA 90806
TEL. (562) 427-7771

CONSULTANT STAMP

KEY PLAN



APPROVALS

PROJECT TITLE:
4224 ALDERSON AVE BUILDING 'E'

FUTURE ADDRESS:
14868 LOS ANGELES IRWINDALE, CA 91708

SHEET TITLE:
BUILDING 'E' EXTERIOR ELEVATIONS

DATE: 6/16/16
DRAWN BY: [Signature]
JOB NO: SB0401
GAD FILE: [Signature]
+E-A4_00.dwg
SHEET NO.

E-A4.00

AGENDA REPORT

AUG 24 2016

Date: August 24, 2016

To: Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTER 13.04 SANITARY SEWER AND INDUSTRIAL WASTE OF THE IRWINDALE MUNICIPAL CODE AND ADOPTING BY REFERENCE DIVISION 2 OF TITLE 20 OF THE LOS ANGELES COUNTY CODE, AS AMENDED, PERTAINING TO SANITARY SEWER AND INDUSTRIAL WASTE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS, INCLUDING INDUSTRIAL WASTE CONTROL PROGRAM FEES AND PENALTIES AND REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 *ET SEQ.*

City Manager's Recommendation:

That the City Council (1) Conduct a public hearing for public comments; (2) Adopt Ordinance No. 704 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTER 13.04 SANITARY SEWER AND INDUSTRIAL WASTE OF THE IRWINDALE MUNICIPAL CODE AND ADOPTING BY REFERENCE DIVISION 2 OF TITLE 20 OF THE LOS ANGELES COUNTY CODE, AS AMENDED, PERTAINING TO SANITARY SEWER AND INDUSTRIAL WASTE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS, INCLUDING INDUSTRIAL WASTE CONTROL PROGRAM FEES AND PENALTIES AND REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 *ET SEQ.*" (3) Direct the Department of Public Works to file the amended ordinance with Los Angeles County.

Discussion:

1. Government Code section 50022.2 *et seq.* authorizes any local agency to adopt by reference any codes, which includes the Los Angeles County Codes.
2. Section 4843 of the California Health and Safety Code expressly authorizes cities to contract with any other federal, state, county, city, or public entity for the joint acquisition, construction, and maintenance of sewer systems including the use of any sewers or facilities handling the treatment and/or disposal of industrial waste from the district area.
3. On August 23, 1960, the City of Irwindale entered into an agreement with the County of Los Angeles to provide Sanitary Sewer and Industrial Waste Services.

4. The City of Irwindale adopted ordinance numbers 328, 361, and 364 adopting an ordinance entitled "Sanitary Sewers and Industrial Waste" on June 30, 1978, June 7, 1982, and April 15, 1983, respectively.
5. On July 25, 1994, the City of Irwindale adopted ordinance No. 486, which included all amendments made by the County of Los Angeles to Division 2 of Title 20 of the Los Angeles County Code, through Ordinance 89-0101, adopted on or about July 27, 1989.
6. The County of Los Angeles amended Division 2 of Title 20 – Utilities of the Los Angeles County Code Section 20.36.120, Section 20.36.125, Section 20.36.220, Section 20.36.230, Section 20.36.245, 20.36.250, Section 20.36.260, Section 20.36.265, Section 20.36.270, and Section 20.36.295 on or about August 22, 2002.
7. In order to ensure appropriate standards, controls, permit requirements, and fees are maintained with respect to sanitary sewers and industrial waste, the City of Irwindale desires to adopt by reference Ordinance 2002-0074 amending Division 2 of Title 20 of the Los Angeles County Code and amend the City Sanitary Sewer and Industrial Waste Ordinance to include these said amendments.
8. Section 17958 of the California Health and Safety Code requires that, with any proposed amendment to the County Code, the City is to make findings that current and proposed technical changes to the County Code (State Codes) are reasonably necessary due to local climatic, geological or topographical conditions.
9. The proposed adoption of this ordinance is exempt under the provision of the California Environmental Quality Act pursuant to State Guidelines 15061(b)(3) and 15378 (b)(c).
10. Upon adoption by reference of the Los Angeles County Code, Title 20, Division 2, Ordinance 2002-0074, staff will send a letter to the County of Los Angeles advising them of the City's newly amended Sanitary Sewer and Industrial Waste codes.
11. A copy of the above referenced Los Angeles County Code, Title 20, Division 2 and the Findings of Fact are available for review at the Office of the City Engineer for inspection by the public.
12. The proposed fee revision that is included in the amendment will enable the City to implement the Industrial Waste Control Programs and avoid a fiscal impact on the General Fund. To ensure there is no fiscal impact to the services that are provided to the City by the County of Los Angeles Environmental Programs Division, the City will be adopting by reference the July 1, 2016 LA County Industrial Waste Control Program Fees (Program Fees Schedule), and thereafter on each succeeding July 1st, the amount of each fee in the Los Angeles County Code shall be adjusted by the Consumer Price Index (CPI) for all Urban Consumers in the Los Angeles, Anaheim, Riverside areas, as published by the United States Government Bureau of Labor Statistics, as provided in the County-approved Program Fees Schedule. The percentage movement will be calculated between April of the previous year and March of the current year CPI and each fee shall be adjusted by said percentage

amount and rounded off to the nearest \$1.00. Notwithstanding the foregoing, no such adjustment shall decrease any fee, and further, no fee shall exceed the reasonable cost of providing the services for which the fee is collected.

13. On August 10, 2016, the City Council held a first reading of Ordinance No. 704 and it is now appropriate to conduct a public hearing to consider its adoption on second reading.

14. The City Attorney has reviewed and approved the proposed Ordinance as to form.

Fiscal Impact:  (Initial of CFO) See Note 12.

Legal Impact: _____ (Initial of Legal Counsel) See Note 14.

Report Prepared by: Elizabeth Rodriguez, Interim Management Analyst

Phone: (626) 430-2211

Reviewed by: William K. Tam, Public Works Director/City Engineer

Phone: (626) 430-2212



John Davidson, City Manager

ORDINANCE NO. 704

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTER 13.04 SANITARY SEWER AND INDUSTRIAL WASTE OF IRWINDALE MUNICIPAL CODE AND ADOPTING BY REFERENCE DIVISION 2 OF TITLE 20 OF THE LOS ANGELES COUNTY CODE, AS AMENDED, PERTAINING TO SANITARY SEWER AND INDUSTRIAL WASTE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS INCLUDING INDUSTRIAL WASTE CONTROL PROGRAM FEES AND PENALTIES REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 *ET SEQ.*

RECITALS

A. Government Code section 50022.2 *et seq.* authorizes the adoption by reference of California codes and codes that adopt the California codes, including the Codes of the County of Los Angeles.

B. Section 4843 of the California Health and Safety Code expressly authorizes cities to contract with any other federal, state, county, city, or public entity, for the joint acquisition, construction, and maintenance of sewer systems including the use of any sewers or facilities handling the treatment and/or disposal of industrial waste from the district area.

C. On August 23, 1960, the City of Irwindale entered into an agreement with the County of Los Angeles to provide Sanitary Sewers and Industrial Waste Services.

D. The City of Irwindale adopted ordinance numbers 328, 361, and 364 adopting an ordinance entitled "Sanitary Sewers and Industrial Waste" on June 30, 1978, June 7, 1982, and April 15, 1983, respectively.

E. On July 25, 1994, the City of Irwindale adopted Ordinance 486, which included all amendments made by the County of Los Angeles to Division 2 of Title 20 of the Los Angeles County Code through Ordinance 89-0101, adopted on or about July 27, 1989.

F. The County of Los Angeles amended Division 2 of Title 20 – Utilities of the Los Angeles County Code Section 20.36.120, Section 20.36.125, Section 20.36.220, Section 20.36.230, Section 20.36.245, 20.36.250, Section 20.36.260, Section 20.36.265, Section 20.36.270, and Section 20.36.295 on or about August 22, 2002.

G. In order to ensure appropriate standards, controls, permit requirements, and fees are maintained with respect to sanitary sewers and industrial waste, the City of Irwindale desires to adopt by reference Ordinance 2002-0074 amending Division 2 of Title 20 of the Los Angeles County Code and amend the City Sanitary Sewer and Industrial Waste Ordinance to include these said amendments.

THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES ORDAIN AS FOLLOWS:

SANITARY SEWERS AND INDUSTRIAL WASTE

SECTION 1: Chapter 13.04.010 of the Irwindale Municipal Code is hereby amended to read as follows:

Section 13.04.010. Adoption of code. A. There is hereby adopted, as the city sanitary sewer and industrial waste ordinance, except as provided in this chapter, that certain sanitary sewer and industrial waste ordinance known and designated as Division 2 of Title 20 of the Los Angeles County Code, including all changes made by the County of Los Angeles, by ordinance, up to and including Ordinance No. 2002-0074, adopted on or about August 22, 2002, a full, true and correct copy of which is on file with the city clerk for use and examination by the public. Said Division 2 of Title 20 shall be and become the sanitary sewer and industrial waste ordinance of the city, regulating the discharge, deposit and disposal of all waste, including any material which may cause pollution of underground or surface waters, in, upon or affecting the city; the design, construction, alteration, use and maintenance of public sewers and house laterals, industrial connection sewers, water pollution control plants, sewage pumping plants, industrial liquid-waste pretreatment plants, dairy screen-chambers, sand and grease interceptors, and appurtenances; the issuance of permits and the collection of fees therefore, and fees to pay the cost of checking plans, inspecting the construction and making record plans of the facilities permitted hereunder. (Ord. 704, 2016; Ord. 486 §3(part), 1994).

B. Los Angeles County Ordinance No. 2002-0074, as adopted by county of Los Angeles, is adopted in its entirety.

SECTION 2: Chapter 13.04.040 of the Irwindale Municipal Code is hereby amended to read as follows:

13.04.040 – Annual review of fees.

Beginning on July 1, 2016, and thereafter on each succeeding July 1st, the amount of each fee in this chapter shall be adjusted as follows: calculate the percentage movement between April of the previous year and March of the current year in the Consumer Price Index (CPI) for all urban consumers in the Los Angeles, Anaheim, Riverside areas, as published by the United States Government Bureau of Labor Statistics, adjust each fee by said percentage amount and round off to the nearest \$1.00. Notwithstanding the foregoing, no such adjustment shall decrease any fee, and further, no fee shall exceed the reasonable cost of providing the services for which the fee is collected. (Ord. 704, 2016).

SECTION 3: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2002-0074, has made all appropriate findings related to local climatic, geological, or topographical conditions, as specified under the provisions of the California Health & Safety Code. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2002-0074.

AGENDA REPORT

AUG 24 2016

Date: August 24, 2016

To: Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: PUBLIC HEARING – ADOPTION OF A RESOLUTION FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM

City Manager's Recommendation:

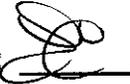
Pending public testimony, that the City Council (1) adopt Resolution No. 2016-45-2859 entitled "A RESOLUTION OF THE CITY OF IRWINDALE FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL IMPLEMENTATION REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089."; (2) direct the City Clerk to transmit a fully-executed copy of the approved Resolution No. 2016-45-2859 and the Local Development Report to the Los Angeles County Metropolitan Transportation Authority (MTA) by September 1, 2016.

Analysis:

- 1) The Congestion Management Program (CMP) is a state-mandated program enacted by the State legislature with the passage of AB 471, as amended by Assembly Bill 1791 (1990), 1435 (1992), and 3093 (1992). The requirements for the CMP became effective with voter approval of Proposition 111 in June 1990. The Los Angeles County Metropolitan Transportation Authority (MTA), acting as the Congestion Management Agency for Los Angeles County, adopted the 1997 Congestion Management Program in November 1997. The 1997 CMP requires the implementation of a countywide Deficiency Plan, which has a dual purpose; (a) to track new development activity; and (b) to implement locally selected transportation strategies.
- 2) In 2010, MTA updated the 1997 Congestion Management Program, which further outlines specific requirements for local agencies to ensure compliance with the CMP.
- 3) Currently, MTA continues its work on the Congestion Mitigation Fee Feasibility Study, which aims to replace the existing debit-credit reporting method. Until this new reporting method is finalized, the City must

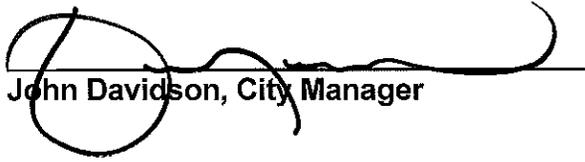
continue to report their new development activity and self-certify conformance with all the elements of the CMP, as in the prior years.

- 4) In order to self-certify CMP compliance, Irwindale is required to schedule a public hearing each year to adopt a resolution to self-certify its compliance with the CMP requirements. This self-certification process requires the City to annually submit an adopted resolution and a Local Development Report (LDR), which summarizes the reporting year new development activities to the MTA. The LDR includes four forms: a Deficiency Plan Summary, a New Development Activity Form, a New Development Activity Adjustments Form, and an Exempted Development Activity Form. This LDR demonstrates that the City is meeting the requirements of CMP, and the LDR is attached with this report.
- 5) By adopting the subject resolution, the City self-certifies that it is in compliance with the Congestion Management Program requirements. In the process, the City remains eligible to receive state gas tax (section 2105) funds and preserve its eligibility for other state and federal transportation funds.
- 6) A "Notice of Public Hearing" was posted on August 2, 2016, and published in the San Gabriel Valley Tribune on August 2 and 9, 2016.

Fiscal Impact:  (Initial of CFO) None.

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

Contact Person: William K. Tam, Public Works Director/City Engineer- (626)430-2212


John Davidson, City Manager

2016 CMP Local Development Report

Reporting Period: JUNE 1, 2015 - MAY 31, 2016

Contact: David Smith
Phone Number: 626-458-6371

**CONGESTION MANAGEMENT PROGRAM
FOR LOS ANGELES COUNTY**

2016 DEFICIENCY PLAN SUMMARY

*** IMPORTANT: All "#value!" cells on this page are automatically calculated.
Please do not enter data in these cells.**

DEVELOPMENT TOTALS

RESIDENTIAL DEVELOPMENT ACTIVITY

Dwelling Units

Single Family Residential	3.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

Commercial (less than 300,000 sq.ft.)	117.80
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

Lodging	0.00
Industrial	172.79
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Daily Trips

ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

EXEMPTED DEVELOPMENT TOTALS

Exempted Dwelling Units	0
Exempted Non-residential sq. ft. (in 1,000s)	0

City of Irwindale
2016 CMP Local Development Report
Reporting Period: JUNE 1, 2015 - MAY 31, 2016

Date Prepared: July 26, 2016

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 1: NEW DEVELOPMENT ACTIVITY

RESIDENTIAL DEVELOPMENT ACTIVITY

Category	Dwelling Units
Single Family Residential	3.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	117.80
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	174.39
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Description (Attach additional sheets if necessary)	Daily Trips
	0
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

City of Irwindale

Date Prepared: July 26, 2016

2016 CMP Local Development Report

Reporting Period: JUNE 1, 2015 - MAY 31, 2016

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 2: NEW DEVELOPMENT ADJUSTMENTS

IMPORTANT: Adjustments may be claimed only for 1) development permits that were both issued and revoked, expired or withdrawn during the reporting period, and 2) demolition of any structure with the reporting period.

RESIDENTIAL DEVELOPMENT ADJUSTMENTS

Category	Dwelling Units
Single Family Residential	0.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	1.60
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
Removal of underground tanks	0.00
ENTER IF APPLICABLE	0.00

City of Irwindale
2016 CMP Local Development Report
Reporting Period: JUNE 1, 2015 - MAY 31, 2016

Date Prepared: July 26, 2016

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 3: EXEMPTED DEVELOPMENT ACTIVITY
(NOT INCLUDED IN NEW DEVELOPMENT ACTIVITY TOTALS)

Low/Very Low Income Housing	0	Dwelling Units
High Density Residential Near Rail Stations	0	Dwelling Units
Mixed Use Developments Near Rail Stations	0	1,000 Gross Square Feet Dwelling Units
Development Agreements Entered into Prior to July 10, 1989	0	1,000 Gross Square Feet Dwelling Units
Reconstruction of Buildings Damaged due to "calamity"	0	1,000 Gross Square Feet Dwelling Units
Reconstruction of Buildings Damaged in Jan. 1994 Earthquake	0	1,000 Gross Square Feet Dwelling Units
Total Dwelling Units	0	
Total Non-residential sq. ft. (in 1,000s)	0	

Page 4

Exempted Development Definitions:

1. Low/Very Low Income Housing: As defined by the California Department of Housing and Community Development as follows:
 - Low-Income: equal to or less than 80% of the County median income, with adjustments for family size.
 - Very Low-Income: equal to or less than 50% of the County median income, with adjustments for family size.
2. High Density Residential Near Rail Stations: Development located within 1/4 mile of a fixed rail passenger station and that is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre is automatically considered high density.
3. Mixed Uses Near Rail Stations: Mixed-use development located within 1/4 mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing.
4. Development Agreements: Projects that entered into a development agreement (as specified under Section 65864 of the California Government Code) with a local jurisdiction prior to July 10, 1989.
5. Reconstruction or replacement of any residential or non-residential structure which is damaged or destroyed, to the extent of > or = to 50% of its reasonable value, by fire, flood, earthquake or other similar calamity.
6. Any project of a federal, state or county agency that is exempt from local jurisdiction zoning regulations and where the local jurisdiction is precluded from exercising any approval/disapproval authority. These locally precluded projects do not have to be reported in the LDR.

RESOLUTION NO. 2016-45-2859

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
FINDING THE CITY OF IRWINDALE TO BE IN CONFORMANCE WITH THE
CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING
THE CMP LOCAL DEVELOPMENT REPORT IN ACCORDANCE WITH
CALIFORNIA GOVERNMENT CODE SECTION 65089**

WHEREAS, the Congestion Management Program (CMP) statute (California Government Code §65088 et seq.) requires that the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), acting as the Congestion Management Agency for Los Angeles County, annually determine that the County and cities within the County are conforming to all CMP requirements; and

WHEREAS, LACMTA requires submittal of the CMP Local Development Report by September 1 of each year; and

WHEREAS, the City Council held a noticed public hearing on August 24, 2016.

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF IRWINDALE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City has taken all of the following actions, and that the City is in conformance with all applicable requirements of the 2010 CMP adopted by the LACMTA Board on October 28, 2010:

- a. The City has locally adopted and continues to implement a transportation demand management ordinance, consistent with the minimum requirements identified in the CMP Transportation Demand Management chapter.
- b. The City has locally adopted and continues to implement a land use analysis program, consistent with the minimum requirements identified in the CMP Land Use Analysis Program chapter.
- c. The City has adopted a Local Development Report, attached hereto and made a part hereof, consistent with the requirements identified in the approved 2010 CMP. This report balances traffic congestion impacts due to growth within the City with transportation improvements, and demonstrates that the City is meeting its responsibilities under the Countywide Deficiency Plan consistent with the LACMTA Board adopted 2014 Short Range Transportation Plan.

SECTION 2. That the Deputy City Clerk shall certify to the adoption of this Resolution and shall forward a copy of this Resolution to the Los Angeles County Metropolitan Transportation Authority.

PASSED, APPROVED and ADOPTED this 24th day of August 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. 2016-45-2859 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of August 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

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

**SUCCESSOR AGENCY
ITEM NO. 1A1
AUGUST 24, 2016**

**AUGUST 10, 2016
WEDNESDAY
7:31 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; Eva Carreon, Director of Finance; William Tam, Director of Public Works / City Engineer; Gus Romo (arrived at 7:29 p.m.), Director of Community Development; Mary Hull, Human Resources Manager, and Laura Nieto, Deputy City Clerk

**SPONTANEOUS
COMMUNICATIONS**

VIRGINIA DIAZ

Virginia Diaz thanked the Council for its support of the Teen Club and noted that she won the 50/50 raffle.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Ambriz, 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:

- 1) Regular meeting held June 22, 2016
- 2) Regular meeting held July 13, 2016

**ITEM NO. 1B
WARRANTS**

WARRANTS

The warrants were approved.

**ITEM NO. 1C
INVESTMENT
QUARTERLY REPORT
JUNE 30, 2016**

INVESTMENT QUARTERLY REPORT – JUNE 30, 2016 (Joint Item on City Council & Housing Authority agendas; continued from July 27, 2016)

The Investment Quarterly Report for June 30, 2016, was received and filed.

ITEM NO. 1D
FY 2016/2017
GENERAL
REDEVELOPMENT
DISSOLUTION
ADVISORY SERVICES
AGREEMENT BETWEEN
THE CITY OF IRWINDALE
SUCCESSOR AGENCY
AND RSG, INC.

FY 2016/2017 GENERAL REDEVELOPMENT DISSOLUTION
ADVISORY SERVICES AGREEMENT BETWEEN THE CITY OF
IRWINDALE SUCCESSOR AGENCY AND RSG, INC.

The Advisory Services Agreement between the City of Irwindale
Successor Agency and RSG, Inc. to continue serving as the
redevelopment dissolution services consultant, was approved.

ITEM NO. 1E
SECOND AMENDMENT
TO BROKER SERVICES
AGREEMENT
BETWEEN THE CITY OF
IRWINDALE
SUCCESSOR AGENCY
AND RSG, INC. FOR
PROPOSED
PURCHASE AND
SALE TRANSACTIONS
BY THE CITY OF
IRWINDALE
SUCCESSOR AGENCY

SECOND AMENDMENT TO BROKER SERVICES AGREEMENT
BETWEEN THE CITY OF IRWINDALE SUCCESSOR AGENCY
AND RSG, INC. FOR PROPOSED PURCHASE AND SALE
TRANSACTIONS BY THE CITY OF IRWINDALE SUCCESSOR
AGENCY (Continued from July 27, 2016)

The Second Amendment to Real Estate Advisory and Broker
Services Agreement between the Successor Agency to the
Irwindale Community Redevelopment Agency and RSG, Inc.
(CALBRE Corporate License No. 01930929) to Serve as the
Exclusive Agent for the Sale of Real Estate and Provide Other Real
Estate Advisory Services, was approved.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A
PURCHASE AND
SALE AGREEMENT
FOR ACQUISITION &
DEVELOPMENT OF
THE PROPERTY
LOCATED AT THE
15768 ARROW
HIGHWAY SITE

PURCHASE AND SALE AGREEMENT (PSA) FOR ACQUISITION
AND DEVELOPMENT OF THE PROPERTY LOCATED AT THE
15768 ARROW HIGHWAY SITE (APN 8417-035-902)

MAYOR BRECEDA

At 7:33 p.m., Mayor Breceda declared a potential conflict of interest
on this item, recused from discussing it, and left the Council
Chambers.

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz resumed the meeting.

DIRECTOR ROMO

Director Romo noted that staff is requesting to continue this matter
to the next meeting since staff will be hosting a neighborhood
workshop to obtain input.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:34 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

SUCCESSOR AGENCY

ITEM NO. 1B

AUGUST 24, 2016

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
60210	ALESHIRE	Aleshire & Wynder, LLP	08/08/2016	720.00
60211	STUMPFEN	Stump Fence Co.	08/08/2016	450.00
Report Total:				1,170.00

August 24, 2016

AGENDA REPORT

Date: August 24, 2016

To: Honorable Chair and Members of the Successor Agency

From: John Davidson, Executive Director

Issue: *PURCHASE AND SALE AGREEMENT (PSA) FOR ACQUISITION AND DEVELOPMENT OF THE PROPERTY LOCATED AT THE 15768 ARROW HIGHWAY SITE (APN: 8417-035-902)*

City Manager's Recommendation:

That the Successor Agency to the Irwindale Community Redevelopment Agency ("Successor Agency") continue this item to the regular meeting of September 14, 2016.

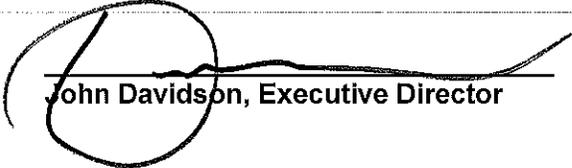
Fiscal Impact:

None at this time. Analysis to be provided at September 14, 2016 meeting.

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, Executive Director

HOUSING AGENDA

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

ITEM 1A1

AUGUST 10, 2016
WEDNESDAY
7:34 P.M.

AUG 24 2016

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; Eva Carreon, Finance Director; Anthony Miranda, Chief of Police; William Tam, Director of Public Works / City Engineer; Gus Romo, Director of Community Development; Mary Hull, 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 Burrola, seconded by Chair 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:

- 1) Regular meeting held June 22, 2016
- 2) Regular meeting held July 13, 2016

ITEM NO. 1B INVESTMENT QUARTERLY REPORT JUNE 30, 2016

INVESTMENT QUARTERLY REPORT – JUNE 30, 2016 (Joint Item on City Council & Successor Agency agendas; continued from July 27, 2016)

The Investment Quarterly Report for June 30, 2016, was received and filed.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:35 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary

AGENDA REPORT

AUG 24 2016

Date: August 24, 2016
To: Chairman and Housing Authority Board Members
From: John Davidson, Executive Director
Subject: Valley County Water District Development Agreement – 15000 E. Hidalgo Street

Recommendation:

It is recommended that the Authority Board:

1. Approve Resolution No. HA 2016-06-059, "A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING A DEVELOPMENT AGREEMENT WITH VALLEY COUNTY WATER DISTRICT FOR INSTALLATION OF WATER MAIN AND FIRE HYDRANT TO BE LOCATED AT 15000 E. HIDALGO STREET," reading by title only and waiving further reading thereof;
2. Authorize the Executive Director to execute the Development Agreement, subject to review and approval as to form by Authority Counsel;

Analysis:

The Authority entered into a Disposition and Development Agreement ("DDA") with IMD Enterprises, LLC ("Developer") in December 2013 to construct sixteen (16) new single-family homes on scattered sites throughout the City and rehabilitate two (2) existing single-family homes ("Mayans Project"). An Addendum was approved by the Authority in October 2015, which included the development of one additional home and the rehabilitation of two additional units.

The Los Angeles County Fire Department reviewed the proposed development plan for the site located at 15821 Hidalgo Street, which is part of the Mayans Project, and concluded that a new hydrant will need to be installed in front of 15833 Hidalgo Street. The attached proposed Development Agreement ("Agreement") between the Irwindale Housing Authority and Valley County Water District identifies the work to be performed and provides a breakdown for the total estimated construction cost of \$216,810.00. The improvements to 15000 E Hidalgo Street include installation of a new 8-inch ductile iron main, water service connections, installation of new fire hydrants and connection to existing main on Irwindale Avenue. The cost breakdown is as follows:

1. Valley County Water District ("District") has determined that a 350 linear foot, 8-inch main must replace the existing 4-inch main in order for the hydrant to meet the fire flow requirements. This work to be performed is the result of the new housing development and is estimated to cost the Authority \$127,320.00
2. The District, at its expense, will complete the water improvements through the end of Hidalgo Street. This will consist of installing the remaining 325 linear foot, 8-inch main and associated appurtenances. The District's cost is \$89,490.00.

Upon approval of the proposed Agreement, the Authority is to remit payment in the amount of \$127,320 to the District. The costs provided in the Agreement are an estimate, therefore additional costs may be incurred or a refund may be received. At the conclusion of the job, the Authority will receive a statement outlining the actual costs incurred along with a request for payment or a refund check.

In addition to the improvement costs, the Authority will also be responsible for its pro rata portion of the permit and inspection fee. This is estimated to be \$19,500.

Fiscal Impact  (Initial of CFO) Sufficient funds are available in the FY 2016-17 Adopted Budget for the Low/Moderate Income Housing Asset Fund to cover the estimated Authority cost of \$127,320 plus the permit and inspection fee estimate of \$19,500.

Legal Impact _____ (Initial of Legal Counsel) None.

Contact Person William K. Tam, Director of Public Works / City Engineer
Theresa Olivares, Housing Coordinator


John Davidson
Executive Director

Attachments:

1. Resolution No. HA 2016-06-059, "A Resolution of the Irwindale Housing Authority Authorizing a Development Agreement with Valley County Water District for Installation of Water Main and Fire Hydrant to be Located at 15000 E. Hidalgo Street.
2. Development Agreement

RESOLUTION NO. HA 2016-06-059

A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING A DEVELOPMENT AGREEMENT WITH VALLEY COUNTY WATER DISTRICT FOR INSTALLATION OF WATER MAIN AND FIRE HYDRANT TO BE LOCATED AT 15000 E. HIDALGO STREET

WHEREAS, the Irwindale Housing Authority (“Authority”) has established a Low and Moderate Income Housing Fund to accumulate funds to be used for the purposes of increasing and improving the supply of housing affordable to Low-and Moderate-income persons; and

WHEREAS, the Authority entered into a DDA with IMD Enterprises, LLC on December 2013 and approved an addendum on October 2015 for the development of affordable housing; including 17 single family residential units and the rehabilitation of four existing units (“Mayans” Project”); and

WHEREAS, the Mayans Project includes the development of three (3) housing units on Hidalgo Street (15810 Hidalgo Street, 15812 Hidalgo Street, and 15821 Hidalgo Street); for which the Los Angeles County Fire Department has determined that a new hydrant will need to be installed in front of 15833 Hidalgo Street; and

WHEREAS, the Development Agreement between the Authority and Valley County Water District (“District”) identifies the improvement to 15000 E. Hidalgo Street, including the installation of a new 8-inch ductile iron main, water service connections, installation of new fire hydrants and connection to existing main on Irwindale Avenue for a total estimated construction cost of \$216,810.00; and

WHEREAS, the District has determined that 350 linear feet of the existing 4-inch main must be replaced with an 8-inch main in order for the hydrant to meet the fire flow requirements. The Authority’s share of the estimated construction cost is \$127,320.00; and

WHEREAS, in keeping with the District’s best practices, the District will complete the water improvements through the end of Hidalgo Street, including the installation of the remaining 325 linear foot, 8-inch main and associated appurtenances. The District’s share of the estimated construction cost is \$89,490.00; and

WHEREAS, the Authority’s Low/Moderate Income Housing Fund has sufficient funds available to cover the anticipated costs plus the estimated permit and inspection fees of \$19,500.

NOW, THEREFORE, the Board of Directors of the Irwindale Housing Authority do hereby find and determine as follows:

SECTION 1. The Authority’s use of Low-and Moderate-Income Housing Fund monies for the construction costs associated with the installation of a new 8-inch ductile iron main,

water service connections, installation of new fire hydrants and connection to existing main on Irwindale Avenue will be of benefit to the Mayans Project.

SECTION 2. The Authority's Executive Director is authorized and directed to execute the Development Agreement and issue a check to Valley County Water District in the amount of \$127,320.00 as required in the Development Agreement.

SECTION 3. The Authority Assistant Secretary shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 24th day of August 2016.

Mark A. Breceda
Authority Chair

ATTEST:

Laura M. Nieto, CMC
Authority Assistant Secretary

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

I, Laura M. Nieto, Assistant Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Resolution No. HA 2016-06-059 was adopted at a special meeting of the Housing Authority held on August 24, 2016, by the following vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

Laura M. Nieto, CMC
Authority Assistant Secretary



DEVELOPMENT AGREEMENT

1. Purpose

The City of Irwindale Housing Authority (“Applicant”), is requesting service from Valley County Water District (“District”) and is requesting District to provide engineering and installation of certain water facilities as described below. This agreement is for the installation of a new 8-inch ductile iron main, water service reconnections, installation of new fire hydrants and connection to existing main on Irwindale Avenue, for the location at **15000 E. Hildago Street, in the city of Irwindale, CA**. This agreement is solely for the purpose of the engineering and installation a new 8-inch ductile iron main, water service reconnections, installation of new fire hydrants and connection to existing main on Irwindale Avenue. All other services must be addressed in a subsequent agreement.

2. Facilities

The facilities to be installed are as follows:

Quantity	Description
350'	8" DIP main line
7	1" Meter and Service
1	6" Public Fire Hydrant

The facilities will be installed at: **15000 E. Hildago Street
Irwindale, CA 91706**

3. Agreement

In return for receiving domestic water service from District, Applicant agrees to the following:

- a. Remit **\$127,320.00** to the District, which represents the total estimated construction cost provided by CivilTec Engineering Inc, attached with this agreement as Exhibit “A”.
- b. Applicant is responsible for all costs required to complete the job. This is only an estimate, meaning additional costs could be incurred, or a refund could be received. At the end of the job, should the costs incurred exceed the estimated costs, a bill outlining the amount exceeding the estimated costs will be sent to Applicant for payment; or should the costs incurred be less than the estimated costs, a statement outlining the amount to be refunded with a check in the amount of the refund will be sent to Applicant.

- c. All materials shall be approved by District prior to commencement of the work and will be installed in accordance with District's Standard Specifications adopted in December 2008, except where specified and shown herein.
- d. All facilities shall be inspected by a District representative prior to back filling and acceptance of any work.
- e. All existing water services not utilized in this tract shall be abandoned at the main and shall be inspected by a District representative.

4. Miscellaneous

Force Majeure

Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to the duration of the force majeure event. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

Hold Harmless

Applicant shall hold harmless, immediately defend at its own expense, and indemnify District, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of Applicant or its officers, agents, or employees in connection with this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from District's active negligence or willful acts.

Upon receiving and signing this Development Agreement, Applicant understands that a contractual agreement has been formed, and Applicant must abide by all District Rules and Regulations.

VALLEY COUNTY WATER DISTRICT

BY: 
 Tom Mortenson, Operations & Maintenance Manager

DATE: 8-9-16

CITY OF IRWINDALE

SIGN: _____

PRINT: John Davidson

TITLE: Executive Director

DATE: _____

TABLE 1

Item #	Description	Qty	Unit	Engineer's Estimate	
				Unit Price	Total
1	Mobilization and Demobilization	1	LS	\$7,500.00	\$7,500.00
2	Provide Public convenience and Safety	1	LS	\$7,500.00	\$7,500.00
3	Provide construction safety measures	1	LS	\$5,000.00	\$5,000.00
4	Furnish & install 8" DIP	675	LF	\$135.00	\$91,125.00
5	Furnish & install 1" water service and meter box	17	EA	\$2,000.00	\$34,000.00
6	Furnish & install 6" fire hydrant assembly	2	EA	\$9,000.00	\$18,000.00
7	Furnish & install 6"x6" tapping sleeve with 6" tapping valve	1	LS	\$7,500.00	\$7,500.00
8	Replace damaged curb, gutter, spandrel, sidewalk, driveway	1	LS	\$2,500.00	\$2,500.00
9	Shut off and abandon existing valve	3	EA	\$850.00	\$2,550.00
10	Pressure test and disinfect	1	LS	\$5,000.00	\$5,000.00
Estimated Construction Cost					\$180,675.00
Design, Engineering, Bid and Construction Support (10%)					\$18,067.50
10% Contingency					\$18,067.50
Total Estimated Construction Cost					\$216,810.00

TABLE 2

Item #	Description	Qty	Unit	Engineer	
				Unit Price	Total
1	Mobilization and Demobilization	1	LS	\$7,500.00	\$7,500.00
2	Provide Public convenience and Safety	1	LS	\$7,500.00	\$7,500.00
3	Provide construction safety measures	1	LS	\$5,000.00	\$5,000.00
4	Furnish & install 8" DIP	350	LF	\$135.00	\$47,250.00
5	Furnish & install 1" water service and meter box	7	EA	\$2,000.00	\$14,000.00
6	Furnish & install 6" fire hydrant assembly	1	EA	\$9,000.00	\$9,000.00
7	Furnish & install 6"x6" tapping sleeve with 6" tapping valve	1	LS	\$7,500.00	\$7,500.00
8	Replace damaged curb, gutter, spandrel, sidewalk, driveway	1	LS	\$2,500.00	\$2,500.00
9	Shut off and abandon existing valve	1	EA	\$850.00	\$850.00
10	Pressure test and disinfect	1	LS	\$5,000.00	\$5,000.00
Estimated Construction Cost					\$106,100.00
Design, Engineering, Bid and Construction Support (10%)					\$10,610.00
10% Contingency					\$10,610.00
Total Estimated Construction Cost					\$127,320.00

BK 8819

SEE TABS 058-1853-2 585-181-1 OF 359

NW COR NE 1/4 NE 1/4 SW 1/4 SEC 9

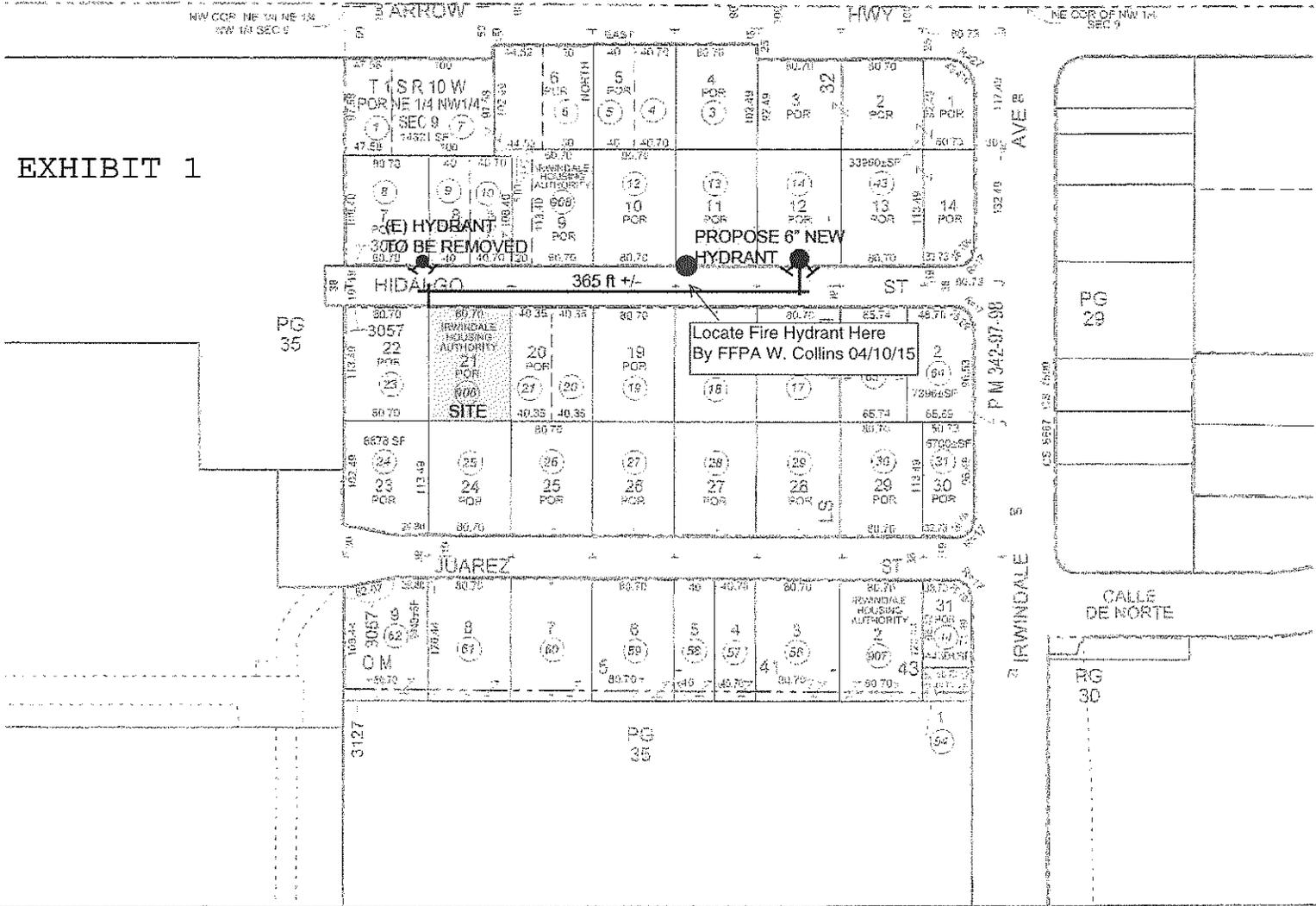
ARROW

HWY 10

NE COR OF NW 1/4 SEC 9

EXHIBIT 1

MAPPING AND GIS SERVICES SCALE 1" = 100'



PM 342-97-98

CALLE DE NORTE

IRVINDALE

