AGENDA FOR THE REGULAR MEETING OF THE
CITY COUNCIL
SUCCESSOR AGENCY TO THE
IRWINDEALE COMMUNITY REDEVELOPMENT AGENCY
HOUSING AUTHORITY

OCTOBER 28, 2015
5:30 P.M. - CLOSED SESSION
6:30 P.M. - OPEN SESSION

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL
CLOSED SESSION – 5:30 P.M.

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

   A) Property: 5175 Vincent Avenue (Manning Pit)
      Southwest corner of Vincent Avenue and Arrow Highway
   Negotiating Parties: John Davidson, Fred Galante, and Dispatch
      Transportation, LLC
   Under Negotiation: Price and terms of sale

   B) Property: 5500 N. Peck Road, East Side of Peck Road, between Clark
      St. and Live Oak Avenue (APN 8352-005, 001, 004)
   Negotiators: William Tam, Acting City Manager; Fred Galante, City
      Attorney
   Negotiating Parties: City of Irwindale and Jean M. Cates, et al.
   Under Negotiation: Price and terms of potential acquisition

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

   Case Name: City of Irwindale v. Monat
   Case Number: LASC BS148389

3. Public Employee Performance Evaluation
   Pursuant to California Government Code Section 54957

   Title: Acting City Manager

ADJOURN
A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

D. ROLL CALL: Councilmembers: Albert F. Ambriz, Julian A. Miranda, H. Manuel Ortiz, Mayor Pro Tem Manuel R. Garcia, Mayor Mark A. Breceda

E. REPORT FROM CLOSED SESSION

F. CHANGES TO THE AGENDA

G. COUNCIL MEMBER TRAVEL REPORTS

H. ANNOUNCEMENTS

I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS
   1. Chamber of Commerce Business of the Month – Santa Anita Park
   2. Chamber of Commerce Quarterly Update

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 September 23, 2015
2. Regular meeting held October 14, 2015

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Investment Quarterly Report (Joint Item with Successor Agency and Housing Authority)


D. Declaration of Surplus Equipment

Recommendation: Adopt Resolution No. 2015-66-2795 entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DECLARING A VEHICLE AS SURPLUS AND AUTHORIZING DISPOSITION OF THE SURPLUS VEHICLE” reading by title only and waiving further reading thereof; and determine as surplus equipment the listed police vehicle and authorize the City Manager or his designee to dispose of the property in accordance with Irwindale Section 3.44.150 of the Municipal Code through auction or transfer to another government agency.

E. Approval of Parcel Map No. 72832 – Juarez Street (Continued from October 14, 2015)

Recommendation: 1) Approve Parcel Map No. 72832 and authorize the City Clerk, City Treasurer and the City Engineer to sign the map on behalf of the City; and 2) Direct the City Engineer to submit Parcel Map No. 72832 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. **Purchase and Sale Agreement (PSA) for the Sale of a Portion of City-owned Property known as the Manning Pit Located at 5175 Vincent Avenue (APNs 8417-034-904, 910 and 911)**

Recommendation: **Adopt Resolution No. 2015-70-2799** authorizing the execution of a Purchase and Sale Agreement and Escrow Instructions ("Purchase and Sale Agreement or PSA") with M & A GABAEE, LLC, a California limited liability company ("Buyer"), for sale of a portion of the City-owned property known as the "Manning Pit" consisting of three parcels located at 5175 Vincent Avenue (APNs 8417-034-904, 910 and 911).

3. **OLD BUSINESS**

4. **PUBLIC HEARINGS**

5. **CITY MANAGER'S REPORT**

6. **ADJOURN**

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

A. **Report from Closed Session**

**SPONTANEOUS COMMUNICATIONS**

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

1. **CONSENT CALENDAR**

A. **Minutes**

Recommendation: Approve the following minutes:

1. Regular meeting of September 23, 2015
2. Regular meeting of October 14, 2015

B. **Warrants**

Recommendation: Approve

C. **Investment Quarterly Report (Joint Item with City Council and Housing Authority)**

D. Amended Escrow Instruction Letter Dated October 19, 2015 for 242 Live Oak Avenue (Site No. 9 of Approved Long Range Property Management Plan)

Recommendation: Receive and file letter dated October 19, 2015 addressed to Successor Agency’s escrow officer, Kelly Simoneau, of First American Title Insurance Company.

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 of September 23, 2015
2. Regular meeting of October 14, 2015

B. Investment Quarterly Report (Joint Item with City Council and Successor Agency)


2. NEW BUSINESS
3. PUBLIC HEARINGS
4. ADJOURN

AFFIDAVIT OF POSTING
I, Laura M. Nieto, Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on October 28, 2015 to be posted at the City Hall, Library, and Post Office on October 22, 2015.

Laura M. Nieto, CMC
Laura M. Nieto, CMC
Deputy City Clerk
The Irwindale CITY COUNCIL met in regular session at the above time and place.

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

Also present: William Tam, Acting City Manager / Director of Public Works/City Engineer; Lona Laymon, Assistant City Attorney; Eva Carreon, Director of Finance; Anthony Miranda, Police Chief; Gus Romo, Director of Community Development; and Laura Nieto, Deputy City Clerk

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

Public Employee Performance Evaluation Pursuant to California Government Code Section 54957

Title: Acting City Manager Review

ACTION: A motion was made by Mayor Breceda, seconded by Councilmember Miranda, to add a personnel administrative position matter to the agenda relating to the Senior Center Coordinator position, noting that the matter arose subsequent to the posting of the agenda. The motion was unanimously approved. The matter was discussed; no further reportable action taken.

RECONVENE IN OPEN SESSION At 6:36 p.m., the City Council reconvened in Open Session.

CHANGE TO THE AGENDA None.

COUNCILMEMBER TRAVEL REPORTS None.

ANNOUNCEMENTS Councilmember Ortiz noted that the Gold Line Light Rail Train Station has been completed and that operation and service of the station is expected to begin by Spring 2016. He said that this is good news for the communities that will benefit from this project.
INTRODUCTION OF NEW EMPLOYEE

None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

None.

PRESENTATION TO CHAMBER OF COMMERCE BUSINESS OF THE MONTH – ATHENS SERVICES

The presentation was made.

CHIEF MIRANDA

Chief Miranda thanked Athens Services for its donation of $2,500 toward the Irwindale Police Department’s Pink Patch Project.

SPONTANEOUS COMMUNICATIONS

None.

CONSENT CALENDAR

MOTION

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

ITEM NO. 1A

MINUTES

The following minutes were approved as presented:

1) Regular meeting held September 9, 2015

ITEM NO. 1B

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

END OF CONSENT CALENDAR

NEW BUSINESS

ORDINANCE NO. 697 – EXPEDITED PERMITTING FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS
Public Works Analyst Rodriguez discussed the staff report.

**Ordinance No. 697**, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15 OF IRWINDALE MUNICIPAL CODE BY ADOPTING BY REFERENCE THE 2014 LOS ANGELES COUNTY'S AMENDED BUILDING CODE TO INCLUDE EXPEDITED PERMITTING FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS, IN COMPLIANCE WITH THE REQUIREMENTS OF CALIFORNIA ASSEMBLY BILL 2188, ENACTED INTO LAW IN SEPTEMBER 2014 AND ADOPTING LOCAL AMENDMENTS THERETO REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THERewith, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.", was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Councilmember Ortiz, seconded by Councilmember Ambriz, and unanimously approved.

**ITEM NO. 2B**
APPROVAL OF AMENDMENT NO. 4 TO THE PROJECT REIMBURSEMENT AGREEMENT RELATING TO SOLID WASTE MATERIALS RECOVERY FACILITY / TRANSFER STATION AGREEMENTS BETWEEN THE CITY AND ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES

Acting City Manager Tam discussed the staff report.

Assistant City Attorney Laymon explained that Athens has covered various costs under prior agreements. This agreement is for the costs Athens would cover for CEQA consultants and legal fees. The agreement also proposes a rolling extension in the event of litigation for the term of their franchise.
Councilmember Ambriz said that he is proud to see this first step being taken to move the project forward.

Responding to several questions by Councilmember Ortiz, Assistant City Attorney Laymon indicated that there are a total of ten years under the franchise agreement, with another five potentially, depending on this extension. However, at this time, the only matter before the Council is this reimbursement agreement. The actual terms of the business relationship would be discussed in the franchise agreement and the disposition and development agreement, which would be presented in the future.

Management Analyst Rodriguez provided additional background information on the terms of the franchise agreement.

Councilmember Miranda stated that he does not agree with the terms of this reimbursement agreement. He said that Athens should be responsible for paying all the costs to defend any potential lawsuits. He also stated his disapproval of the rolling extensions.

Mayor Breceda stated that he understood Councilmember Miranda’s concerns, but that this will get the processes started.

Assistant City Attorney Laymon advised that the city’s initial position was to have full coverage for any kind of litigation or challenge that can arise, but that this is the new compromise that was reached with Athens.

Councilmember Ambriz strongly recommended approving this amendment and noted that this project has already taken many years.

Councilmember Miranda reiterated his opinion that this agreement is not in the best interest of the city and said that the applicant should completely indemnify the city.

Mayor Breceda expressed his doubts that the applicant will walk away from this project, to which Councilmember Miranda stated that they wanted specific language in the agreement specifically so that they can withdraw from the project, should they choose to do so.

As requested by Councilmember Ambriz, Assistant City Attorney Laymon indicated that, should the applicant default on the franchise, there is a process that is spelled out in the draft agreements that would provide a process by which all the agreements across the board would be terminated. However, these draft agreements are not being considered at tonight’s meeting. The agreement that is
being considered tonight would require Athens to provide the city with a deposit of $100,000 to cover ongoing costs for CEQA and legal expenses for contract preparation and the rolling extension.

MAYOR BRECEDA
Mayor Breceda said that this agreement is important since it gets the ball rolling.

COUNCILMEMBER ORTIZ
Councilmember Ortiz asked about the timeline of the project.

CARMEN ROMAN
Carmen Roman suggested waiting to decide on this agreement if the entire Council cannot agree on what decision to make.

GARY CLIFFORD
Gary Clifford, representing Athens, stated that the approval of this agreement is what holding the project up. He noted that Athens has already spent over a million dollars just for the environmental impact review process and added that Athens has already built another facility elsewhere while waiting to build one in Irwindale. He further elaborated on Athens' commitment to building the facility in Irwindale.

COUNCILMEMBER ORTIZ
Responding to a question by Councilmember Ortiz, Gary Clifford indicated that, should Athens not be allowed to build the facility, the agreement would allow them to try to offset some of the costs it incurred through the franchise agreement. He added that it would take between 10 and 15 years after the facility is built to recuperate the money Athens has already spent on the project.

MOTION
A motion was made by Councilmember Ambriz, seconded by Mayor Breceda, to approve Amendment No. 4 to the Project Reimbursement Agreement. The motion was approved; Councilmembers Miranda and Ortiz opposed; Mayor Pro Tem Garcia in favor.

OLD BUSINESS
None.

PUBLIC HEARINGS

ITEM NO. 4A
ORDINANCE
UPDATING TITLE 16 (SUBDIVISIONS) OF THE CITY OF IRWINHALE MUNICIPAL CODE, WHICH AMENDS THE CITY'S EXISTING SUBDIVISION ORDINANCE AND REPEALS ORDINANCE NOS. 63, 359, 392, AND 523

ORDINANCE NO. 698
UPDATING TITLE 16 (SUBDIVISIONS) OF THE CITY OF IRWINHALE MUNICIPAL CODE, WHICH AMENDS THE CITY'S EXISTING SUBDIVISION ORDINANCE AND REPEALS ORDINANCE NOS. 63, 359, 392, AND 523
Director Romo discussed the staff report.

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

There being no speakers, Mayor Breceda closed the public hearing at 7:19 p.m.

**Ordinance No. 698, entitled:****

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE UPDATING TITLE 16 (SUBDIVISIONS) OF THE CITY OF IRWINDALE MUNICIPAL CODE (IMC) AND REPEALING ORDINANCE NOS. 63, 359, 392, AND 523), was introduced for first reading, reading by title only and waiving further reading thereof, and staff was directed to file a Notice of Exemption pursuant to the CEQA guidelines, on the motion of Councilmember Ortiz, seconded by Councilmember Ambriz, and unanimously approved.

Acting City Manager Tam noted that the Senior Center will be holding its Mexican Independence Day Dance on September 25. Also, a family trip to City Walk has been scheduled for September 26.

Chief Miranda added that a "Chat with the Chief" session will be held soon at El Nido Park.

There being no further business to conduct, the meeting was adjourned at 7:21 p.m.

Laura M. Nieto, CMC  
Deputy City Clerk
The Irwindale CITY COUNCIL met in regular session at the above time and place.

ROLL CALL: Present: Councilmembers Albert F. Ambriz, Julian A. Miranda, H. Manuel Ortiz; Mayor Mark A. Breceda

Absent: Mayor Pro Tem Manuel R. Garcia;

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

RECESS TO CLOSED SESSION

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

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

Number of Cases: Two

ACTION: Discussed; no reportable action taken
(Councilmember Ortiz abstained and left the closed session room)

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

Number of Cases: One

ACTION: Discussed; no reportable action taken

Conference with Labor Negotiator
Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: William Tam, Acting City Manager; Elvie Balderrama, Human Resources Manager

Employee Organizations: IMEA; ICEA; IPOA

ACTION: Discussed; no reportable action taken
Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: Acting City Manager

ACTION: Discussed; no reportable action taken

RECONVENE IN OPEN SESSION
At 6:35 p.m., the City Council reconvened in Open Session.

CHANGES TO THE AGENDA
None.

COUNCILMEMBER TRAVEL REPORTS
None.

ANNOUNCEMENTS

COUNCILMEMBER ORTIZ
Councilmember Ortiz reported a problem with trees along Irwindale Avenue that are dropping large amounts of berries along the sidewalk and could potentially create a hazard, to which Acting City Manager Tam indicated that the trees are privately owned and maintained. However, staff will contact the property owners to request that they address the problem. Staff will report back to the Council.

Responding to a question by Councilmember Ortiz, Director Romo advised that the developer that is working on Azusa Canyon Road is different from the one working on the development next to the rock church.

MAYOR BRECEDA
Mayor Breceda asked about tree trimming, to which Acting City Manager Tam advised that staff has initiated its tree maintenance program. Since a new contractor is performing the work, they have begun trimming the trees at city facilities and will eventually get around to other areas around the city.

INTRODUCTION OF NEW EMPLOYEE
None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS
None.

SPONTANEOUS COMMUNICATIONS

FRED BARBOSA
Fred Barbosa asked whether there is a performance bond in place for the work being done at the triangle property, and asked why the city has indemnified Athens for its proposed Material Recovery
CITY COUNCIL MINUTES
REGULAR MEETING

COUNCILMEMBER
MIRANDA

Councilmember Miranda noted that the indemnification from Athens comes at a cap of up to $900,000 since $100,000 will come from the environmental impact report, to which City Attorney Galante added that, should indemnification costs reach past the $900,000, the city can terminate the agreements with Athens. Councilmember Miranda stated that he felt that this arrangement felt like quid pro quo, since Athens will receive an additional year in their franchise agreement for every $200,000 they spend on indemnification costs.

CITY ATTORNEY
GALANTE

City Attorney Galante reiterated that the city is not indemnifying Athens at all. He noted that there is a cap of $1 million on the indemnification, minus the $100,000 they have deposited with the city. For every $200,000 they spend defending potential lawsuits, Athens receives one more year in their franchise waste hauling agreement, during which time the city would not be able to search for another waste hauler.

LARRY BURROLA

Larry Burrola asked that staff check into dimming lights along Central Street, and asked when City Manager Davidson would return, to which Mayor Breceda stated that he would return on November 1st. Mr. Burrola also asked about the housing project, to which City Attorney Galante noted that details on the project will be provided during the Housing Authority portion of the meeting.

Regardng the Athens project, Mr. Burrola stated that the project has been discussed for about ten years and nothing has been done and questioned why the project has taken this long, to which Mayor Breceda responded by noting that Mr. Burrola was on the Council during said discussions and that nothing was achieved at that time either. Mayor Breceda said that the project should have moved forward years ago when the property still belonged to the CRA.

SUZANNE GOMEZ

Responding to several questions by Suzanne Gomez, City Attorney Galante advised that, should there be legal challenges to the Athens project, for every $200,000 that Athens spends on legal representation fees, the waste hauling agreement that it currently has with the city is extended one year. If the legal fees go over the million dollars and Athens refuses to pay any more, then all agreements, except for the franchise agreement, are terminated. The most that the franchise agreement could be extended is five years. Most attorneys would challenge the project's environmental impact report, and, should Athens lose the legal challenge, it can revise the report with the city's consent and remedy the problems that the court would identify. At that point, Athens could decide that it no longer wants to proceed with the project and all agreements,
except for the franchise agreement, would be terminated. The fees Athens has agreed to pay include city attorney and environmental consultant fees. If Athens wins the lawsuit, then the Material Recovery Facility will be built and the franchise agreement is extended for the life of the facility. He noted that the investment to build the facility is close to $50 million.

Ms. Gomez asked whether the city can renegotiate certain portions of the contract if issues arise, or if businesses wish to do businesses with other waste haulers, to which City Attorney Galante advised that the businesses would have to use Athens since the city has had an exclusive franchise agreement with the company for about a decade. Ms. Gomez said that the agreement was not approved during her time on the Council since the Council decided that it did not benefit the city. She expressed her hope that the Council will do what’s best for the city in the long run.

CONSENT CALENDAR

MOTION
A motion was made by Councilmember Ambriz, 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 nos. 1F and 1I, which were removed for separate consideration. The motion was unanimously approved; Mayor Pro Tem Garcia absent and Mayor Breceda abstaining on Item No. and 1K.

ITEM NO. 1A
MINUTES
No minutes for approval; no action necessary

ITEM NO. 1B
WARRANTS / DEMANDS / PAYROLL
The warrants / demands / payroll were approved.

ITEM NO. 1C
REJECTION OF CLAIM – JUAN LOZADO V. CITY OF IRWINDALE
The claim of Juan Lozado v. City of Irwindale was rejected and staff was directed to send a standard letter of rejection.

ITEM NO. 1D
2ND READING OF ORDINANCE NO. 697
Ordinance No. 697, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15 OF IRWINDALE MUNICIPAL CODE BY ADOPTING BY REFERENCE THE 2014 LOS ANGELES
COUNTY'S AMENDED BUILDING CODE TO INCLUDE EXPEDITED PERMITTING FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS, IN COMPLIANCE WITH THE REQUIREMENTS OF CALIFORNIA ASSEMBLY BILL 2188, ENACTED INTO LAW IN SEPTEMBER 2014 AND ADOPTING LOCAL AMENDMENTS THERETO REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCE IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.," was adopted on second reading, reading by title only and waiving further reading thereof.

ITEM NO. 1E
POST OFFICE LEASE

1) The Lease between the City of Irwindale and United States Postal Service for the lease of the Post Office site located at 16025 Calle del Norte, Irwindale, was approved, and 2) the Acting City Manager was authorized and directed to execute all documents pertinent to and necessary to lease the site.

COUNCILMEMBER ORTIZ

Responding to a comment by Councilmember Ortiz, City Attorney Galante noted that the contract notes Baldwin Park instead of Irwindale due to the two cities sharing the same zip code.

ITEM NO. 1G
WATERSHED CONSERVATION AUTHORITY ENCROACHMENT AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF METAL SCULPTURES WITHIN THE CITY'S RIGHT-OF-WAY ON ARROW HIGHWAY BY THE SANTA FE DAM

The Acting City Manager was authorized to execute the Encroachment Agreement to allow Watershed Conservation Authority to install and maintain the proposed metal sculptures within the City's Right-of-Way on Arrow Highway by the Santa Fe Dam area.

ITEM NO. 1H
AWARD OF CONTRACT FOR THE CONSTRUCTION OF TRAFFIC SIGNAL AND STRIPING MODIFICATIONS FOR MYRTLE AVENUE AND LONGDEN AVENUE

1) The Acting City Manager was authorized to enter into an agreement with PTM General Engineering Services, Inc. in the amount of $218,812 for traffic signal and striping modifications for Myrtle Avenue and Longden Avenue and 2) a fifteen (15%) project contingency in the amount of $32,823 to cover any unforeseeable conditions that may arise during construction; Mayor Breceda abstaining.
ITEM NO. 1J
APPROVAL OF PARCEL MAP NO. 72832 – JUAREZ STREET

This matter was continued to the next meeting.

ITEM NO. 1K
APPROVAL OF PARCEL MAP NO. 72831 – HIDALGO STREET

1) Parcel Map No. 72831 was approved and the City Clerk, City Treasurer, and the City Engineer were authorized to sign the map on behalf of the City; and 2) the City Engineer was directed to submit Parcel Map No. 72831 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; Mayor Breceda abstaining.

ITEM NO. 1L
APPROPRIATION OF FUNDS, WAIVE FORMAL BIDDING PROCEDURES, AND APPROVE ISSUANCE OF PURCHASE ORDERS FOR THE PURCHASE OF SERVER AND STORAGE INFRASTRUCTURE AND SERVICES FOR THE VIRTUALIZATION OF CITY DATA

Resolution No. 2015-61-2790, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING $44,825, WAIVING FORMAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF VIRTUALIZATION OF CITY SERVERS AND STORAGE INFRASTRUCTURE,” was passed, approved, and adopted, and 2) the issuance of a purchase order to Hewlett Packard Enterprise Company in an amount not to exceed $93,862.29, was approved, and 3) the issuance of a purchase order to Intelli-Tech in an amount not to exceed $18,585, was approved.

ITEM NO. 1M
APPROVE ASSET FORFEITURE BUDGET TRANSFER FOR PURCHASE OF TWO POLICE ADMINISTRATIVE VEHICLES AND WAIVE FORMAL BIDDING PROCEDURE
RESOLUTION NO. 2015-67-2796
ADOPTED

Resolution No. 2015-67-2796, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET TRANSFER OF ASSET FORFEITURE FUNDS OF $80,254 WITHIN THE ASSET FORFEITURE ACCOUNT AND FOR THE PURCHASE AND OUTFITTING OF TWO POLICE ADMINISTRATIVE VEHICLES," was adopted, thereby waiving formal bidding procedures per Irwindale Municipal Code Section 3.44.080(f); and the issuance of a purchase order for the procurement of two (2) vehicles; 2016 Dodge Charger 29N vehicles, was approved.

ORDINANCE NO. 698
ADOPTED ON SECOND READING

Ordinance No. 698, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE UPDATING TITLE 16 (SUBDIVISIONS) OF THE CITY OF IRWINDALE MUNICIPAL CODE (IMC) AND REPEALING ORDINANCE NOS. 63, 359, 395, AND 523," was adopted on second reading.

ADMINISTRATION AND COST SHARING MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF LOS ANGELES FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM FOR THE UPPER SAN GABRIEL RIVER WATERSHED

Public Works Analyst Rodriguez discussed the staff report.

Councilmember Miranda asked whether this MOU needs to be renewed every four years, to which Analyst Rodriguez indicated that...
it would not, though there may be other maintenance costs once the monitoring systems are installed. She added that a similar MOU will be necessary for the Los Angeles River Rio Hondo Tributary. The costs for this may be a less due to its smaller size.

Councilmember Miranda also asked about maintenance costs, to which Analyst Rodriguez said that those numbers are not immediately available, but noted that the installing the system is a requirement.

MOTION

A motion was made by Councilmember Miranda, seconded by Councilmember Ortiz, to 1) approve the City-County Memorandum of Understanding for administration and cost sharing for implementing the coordinated integrated monitoring program for the Upper San Gabriel River Watershed; and 2) authorize the Mayor to execute a City / County Memorandum of Understanding for this program. The motion was unanimously approved; Mayor Pro Tem Garcia absent.

ITEM NO. 11

APPROVAL OF TRACT MAP NO. 72835 – IRWINDALE AVENUE

DISCUSSION HELD

A brief discussion was held in order to determine which council members would need to abstain from this matter.

MAYOR BRECEDA

Mayor Breceda recused himself from this item and exited the Council Chamber at 7:07 p.m. Councilmember Miranda resumed the meeting.

MOTION

A motion was made Councilmember Miranda, seconded by Councilmember Ambriz, to 1) approve Tentative Tract Map No. 72835 and authorize the City Clerk, City Treasurer, and the City Engineer to sign the map on behalf of the City; and 2) direct the City Engineer to submit Tract Map No. 72835 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. The motion was unanimously approved; Mayor Breceda and Mayor Pro Tem Garcia absent.

MAYOR BRECEDA

Mayor Breceda returned to the dais at 7:08 p.m.

NEW BUSINESS

ITEM NO. 2A

APPROVE A FEE WAIVER FOR A FUNDRAISING EVENT IN SUPPORT OF THE POLICE DEPARTMENT’S PINK PATCH PROJECT IN PARTNERSHIP WITH IRWINDALE CROSSFIT FOR BREAST CANCER AWARENESS ON OCTOBER 31, 2015
POLICE DEPARTMENT’S PINK PATCH PROJECT IN PARTNERSHIP WITH IRWINDALE CROSSFIT FOR BREAST CANCER AWARENESS ON OCTOBER 31, 2015

SERGEANT FRAIJO

Sergeant Fraijo discussed the staff report.

RESOLUTION NO. 2015-65-2794 ADOPTED

Resolution No. 2015-65-2794, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A SPONSORSHIP IN THE FORM OF A FEE WAIVER FOR A FUNDRAISING EVENT IN SUPPORT OF THE POLICE DEPARTMENT’S PINK PATCH PROJECT IN PARTNERSHIP WITH IRWINDALE CROSSFIT FOR BREAST CANCER AWARENESS ON OCTOBER 31, 2015,” was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Councilmember Ortiz, and unanimously approved; Mayor Pro Tem Garcia absent.

ITEM NO. 2B

APPROPRIATION OF FUNDS TO REINSTATE SGVCOG (SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS) MEMBERSHIP AND APPROVE NEW MEMBERSHIP FEE SETTLEMENT AGREEMENT

DIRECTOR ROMO

Director Romo discussed the staff report and provided background information on this subject.

MAYOR BRECEDA

Responding to a question by Mayor Breceda, Director Romo clarified the amounts to be paid for membership. Mayor Breceda stated that he understood the benefits of the organization and acknowledged that improving condition of the city’s finances.

COUNCILMEMBER MIRANDA

Councilmember Miranda recalled that the city initially withdrew its membership from the organization since the city was being charged an exorbitant amount and there did not appear to be a viable benefit of membership to the city.

DIRECTOR ROMO

Director Romo indicated that, now that the Gold Line Extension is set in place, it would be desirable to have regional representation, and that the Council of Governments can provide a voice for the city. The organization’s meetings would provide staff with significant
resources that would help identify new legislation and grant availability.

MAYOR BRECEDA

Responding to a question by Mayor Breceda, Director Romo noted that grants relating to sustainability would become available. He added that cities are looking to become more pedestrian-oriented, and now that Irwindale has the Gold Line Station, the city will have a better connection. Staff also has a non-motorized grant that they will be checking into. Staff wants to promote areas within Irwindale that people generally associate with other cities.

COUNCILMEMBER MIRANDA

Councilmember Miranda asked about the availability of transit grants, to which Director Romo advised that one grant has to with way-finding sites. Staff will team with the Council of Governments on that to submit a joint application. This would allow for uniform signage, not just at the Gold Line Station, but at other areas in the city, including the proposed regional outlet center.

COUNCILMEMBER ORTIZ

Councilmember Ortiz suggested joining the Council of Governments and asked whether the organization will reimburse the funds that the city was overcharged, to which Director Romo advised that they would not. Councilmember Ortiz also asked whether the city needed the organization during the years that the city was not a member, to which Director Romo stated that the regional organization benefits the city. He cited the Gold Line as a good example and said that it was developed prior to the city leaving the organization and that, even after the city left, a federal grant was received due to the efforts of the Council of Governments. The grant was used to install decorative lighting and a sidewalk.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz stated his belief that membership in the Council of Governments would be beneficial.

RESOLUTION NO. 2015-68-2797

Resolution No. 2015-68-2797, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE TO APPROVE A GENERAL FUND APPROPRIATION IN THE AMOUNT OF $10,919 TO PAY FOR SGVCOG (SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS) MEMBERSHIP DUES FOR THE 2014-2015 FISCAL YEAR ($5,450) AND THE 2015-2016 FISCAL YEAR ($5,469); APPROVE RESUMING MEMBERSHIP AND A SETTLEMENT AGREEMENT WITH THE SGVCOG IDENTIFYING THE REVISED ANNUAL MEMBERSHIP FEE IN LINE WITH THE STANDARD PER CAPITA CALCULATION", was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ortiz, seconded by Mayor Breceda, and unanimously approved; Mayor Pro Tem Garcia absent.
Housing Coordinator Olivares discussed the staff report. She noted that a lottery has been scheduled for October 26 and that notices were mailed out in English and Spanish to all applicants. She also detailed the construction timeline, as follows: 4 rehab units will begin construction in December 2015 to be completed by April 2016; 3 new units will begin in February 2016 to be completed by July 2016; 8 additional new units will begin construction in March 2016 to be completed in December 2016; 6 remaining units will begin June 2016 and be completed in November 2016. She noted that the timeline depends on the installation of the water main line upgrade on Hidalgo, which will only affect the units on said street. The water main line upgrade on Irwindale Avenue has already been completed.

Responding to a question by Councilmember Ortiz, Housing Coordinator Olivares advised that the $1.7 million price is for the entire project, not just the new units. This includes the addition of the unit to be developed at 5130 Irwindale Avenue and the two rehab units at 2449 Alice Rodriguez Circle and Peppertree Lane, as well as the onsite and offsite improvements needed at several sites.

Councilmember Ortiz also asked about the rehabilitation of certain units, to which Housing Coordinator Olivares advised that the unit at 2449 Alice Rodriguez Circle is in fair condition and needs some minor cleanup. The unit at 16161 Peppertree needs to be painted, some exposed wiring needs to be repaired, and fixtures need to be replaced. She further discussed which appliances at which units can be cleaned and reused, and which need to be replaced.

Councilmember Ortiz also spoke on the scope of development, to which Housing Coordinator Olivares noted that the attachment to the DDA identifies the specific improvements to be made at each of the rehab units.

Councilmember Ambriz indicated that all the units will be up to code, to which Housing Coordinator Olivares stated that staff's goal is to have comparable appliances and amenities between the new and rehab units, and that the homeowners will have appliances that are still under warranty.

Carmen Roman asked whether applicants will need to submit new information at the lottery, to which Housing Coordinator Olivares indicated that there is currently no need for the applicant to re-certify their income. She added that the applicants have been advised of
their final rankings and that the period to appeal the rankings has lapsed. The goals is that applicants will have a reasonable amount of time to enter into some sort of contractual arrangement that will not require them to have to re-certify their income limits for those units included in this 21-unit project.

Ms. Roman also asked about the locations of the homes, which Housing Coordinator detailed. Ms. Roman expressed her hope that the applicants will receive homes that they love.

HOUSING COORDINATOR OLIVARES

Housing Coordinator Olivares indicated that the existing vacant rehab unit has certain amenities and that the new developer knows that this unit serves as the standard for the rest of the units.

MAYOR BRECEDA

Mayor Breceda noted the problems that were experienced with previous developers and stated that he wants to ensure that those problems are not experienced again, to which Ismail Mayans, representing Mayans Construction, stated that the construction company has worked for years on this and that they stand by their product. He said that the company will address all service calls promptly and that, even if service calls are received five years down the road, Mayans will return and take care of the problem. He added that the Building and Safety department will inspect the homes that Mayans builds, but that Mayans also has its own supervision and inspects the houses and that they have lots of measures in place to ensure that there are no problems.

COUNCILMEMBER ORTIZ

Responding to a question by Councilmember Ortiz, Mr. Mayans indicated that each bedroom will have wiring for ceiling fans, should the owners wish to upgrade the lights. Councilmember Ortiz also asked about a warranty, to which Mr. Mayans indicated that the units have a two year warranty on all home defects and a 10 year warranty for the structure. However, should there be a water issue five years down the road, for example, Mayans will still take care of the problem.

Councilmember Ortiz also asked whether the project can be expedited without jeopardizing safety and workmanship, to which Mr. Mayans indicated that it depends on the readiness of the project. He also noted that it could be difficult since the locations are scattered throughout the city and that each site has its own issues.

Councilmember Ortiz then asked whether residents can work in this development, to which Mr. Mayans indicated that his company will be working with many different sub-contractors and that he may not be able to offer long-term full-time jobs, but will have many part-time jobs available. He said he would like to extend an invitation to local builders, tradesmen, and subcontractors, and that he will work with Housing Coordinator Olivares to reach out to the community.
Responding to a question by Larry Burrola, Acting City Manager Tam indicated that the Building and Safety inspector, who is contracted by the county, will perform the building code inspection services. He added that, depending on the schedule, an additional person may be contracted to oversee the rest of the construction at the sites.

Resolution No. 2015-69-2798 entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY APPROVING AN ADDENDUM TO THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE IRWINDALE HOUSING AUTHORITY AND IMD ENTERPRISES, LLC," was passed, approved, and adopted, reading by title only and waiving further reading thereof, and the Acting Executive Director was authorized to execute all documents necessary for the DDA addendum, subject to approval as to form by Authority Counsel, on the motion of Councilmember Ortiz, seconded by Mayor Breceda, and unanimously approved; Mayor Pro Tem Garcia absent, and Councilmember Miranda abstaining on 5130 Irwindale Avenue.

OLD BUSINESS

None.

PUBLIC HEARINGS

None.

CITY MANAGER'S REPORT

Acting City Manager Tam advised that the last portion of work for the Gold Line project will begin soon at the intersection of First and Irwindale Avenue, which is jointly owned by the cities of Irwindale and Azusa. He also reminded the council that the eastbound onramp for the 210 freeway at Irwindale Avenue will be closed for another week.

RECESS TO CLOSED SESSION

At 7:51 p.m., the City Council recessed to Closed Session.

RECONVENE IN OPEN SESSION

At 9:29 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:30 p.m.

Laura M. Nieto, CMC
Deputy City Clerk
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Report Total: 499,613.99
Date: October 28, 2015

To: Honorable Mayor and City Council
Successor Agency Board
Housing Authority Board

From: William K. Tam, Acting City Manager/Interim Executive Director


City Manager's Recommendation:


Background:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments to the City Council/Boardmembers for review and compliance with the City’s adopted investment policy. The attached investment report summarizes the City’s investments as of September 30, 2015. The report shows that funds are invested in the Local Agency Investment Fund (LAIF), certificates of deposits and federal agency securities. All investments are in compliance with the City’s adopted investment policy.

Fiscal Impact (Initial of CFO) None.

Legal Impact (Initial of Legal Counsel) None.

Contact Person: Eva Carreon, City Treasurer (626) 430-2221
# CITY OF IRWINDALE SCHEDULE OF INVESTMENTS

**September 30, 2015**

<table>
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<tr>
<th>DESCRIPTION OF SECURITY</th>
<th>FACE VALUE OR ORIGINAL COST</th>
<th>CURRENT YIELD TO MATURITY</th>
<th>PURCHASE DATE</th>
<th>MATURITY DATE</th>
<th>MARKET VALUE</th>
<th>INVESTMENT RATING</th>
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It has been verified that this investment portfolio is in conformity, exclusive of items identified, with the City of Irwindale's investment policy which was approved by City Council on July 8, 2015. The Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the pooled investment portfolio is 1.64 years. The weighted average yield of the pooled investments at cost is 0.709%. Market prices of securities are obtained directly through Bank of the West.

Approved by [Signature]

Eva Carreon, Director of Finance/City Treasurer
Date: October 28, 2015
To: Honorable Mayor and City Council
From: William Tam, Acting City Manager
Issue: Declaration of Surplus Equipment


Staff requests that the Council determine as surplus equipment the listed police vehicle and authorize the City Manager or his designee to dispose of the property in accordance with Irwindale Section 3.44.150 of the Municipal Code through auction or transfer to another government agency.

Analysis: The police vehicle listed below has been retired from service. It has been the police department's policy to dispose of patrol vehicles after they have exceeded their life expectancy or they reach a point where repairs are cost prohibitive. Generally, surplus vehicles are used as city pool vehicles or disposed of through a public auction service.

Vehicle to be disposed of:

- 2007 Black/white police patrol car
  Vehicle #139  VIN# 2B3KA43H67H758575  Miles: 117,414

This police car has exceeded its life expectancy and in need of repairs that are cost prohibitive and it will not become a city pool vehicle. It will be disposed of through a public auction service in the coming weeks. This car has been replaced by another unit purchased several months ago.

Fiscal Impact:

There is no fiscal impact to the General Fund. Some monetary proceeds from the auction/sale of the vehicle will be returned to the city for deposit.

Fiscal Impact: (Initial of CFO)

Legal Impact: (Initial of Legal Counsel)

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

William Tam / Acting City Manager
RESOLUTION NO. 2015-66-2795

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DECLARING A VEHICLE AS SURPLUS AND AUTHORIZING DISPOSITION OF THE SURPLUS VEHICLE

WHEREAS, the City of Irwindale Police Department has retired a 2007 Black/white patrol vehicle from service with 117,414 miles; and

WHEREAS, this vehicle could not be utilized for service by any other City department due to prohibitive repair costs; and

WHEREAS, paragraph B of Section 3.44.150 of the Irwindale Municipal Code Disposition of Surplus Supplies and Equipment, provides that “Such items so declared to be surplus shall be offered for sale on a competitive bid basis. Bids may be solicited by written request, telephone, fax machine, by public auction, by use of an auction service, by advertisement in any newspaper or magazine, or by any combination of such methods.”

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

SECTION 1. City police patrol vehicle, Unit #139, Vin # 2B3KA43H67H758575 is declared surplus equipment; and

SECTION 2. Pursuant to Paragraph B, Section 3.44.150 of the Irwindale Municipal Code, Disposition of Surplus Supplies and Equipment, the City Council approves to send the above described surplus police patrol vehicle to Ken Porter Auction for public auction. The proceeds of the auctioned vehicle will be returned to the City’s general fund.

SECTION 3. The Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 28th day of October, 2015.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF IRWINDALE

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2015-66-2795 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 28th day of October, 2015, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk
AGENDA REPORT

AGENDA REPORT

Date: October 28, 2015
To: Honorable Mayor and Members of the City Council
From: William K. Tam, Acting City Manager
Issue: APPROVAL OF PARCEL MAP NO. 72832 – JUAREZ STREET

Acting City Manager's Recommendation:

It is recommended that the City Council:

1) Approve Parcel Map No. 72832 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. 72832 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 February 11, 2015, the City Council approved Tentative Parcel Map No. 72832 allowing the subdivision of one (1) parcel into two (2) parcels on property located at 15848 Juarez Street.

2) The owner of this parcel, the Irwindale Housing Authority, has agreed to the final conditions of approval for this parcel map, as outlined in Resolution No. 2015-05-2734. The Planning Department final conditions of approval, which are required for the approval of this parcel map, have been met with the exception of all development related requirements. The Fire Department conditions of approval and the required Public Works Department offsite improvements pertaining to this subdivision will be constructed as a part of the Mayans Housing Project during the development of these parcels. As such, the two required bonds, faithful performance and labor and materials, will not be required for this final map approval process.

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.

4) This parcel map is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15332 (Class 32; Infill Land Development) which exempts the division of property in urbanized areas that are less than five (5) acres in size.
Fiscal Impact:  

Legal Impact:  

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

William K. Tam, Acting City Manager
AGENDA REPORT

Date: October 28, 2015
To: Honorable Mayor and Members of the City Council
From: William Tam, Acting City Manager

Issue: PURCHASE AND SALE AGREEMENT (PSA) FOR THE SALE OF A PORTION OF CITY-OWNED PROPERTY KNOWN AS THE "MANNING PIT" LOCATED AT 5175 VINCENT AVENUE (APNs: 8417-034-904, 910 AND 911) FOR FUTURE DEVELOPMENT

City Manager's Recommendation:

That the City Council adopt the attached Resolution No. 2015-70-2799 authorizing the execution of a Purchase and Sale Agreement and Escrow Instructions ("Purchase and Sale Agreement or PSA") with M&A GABAEE, LLC, a California limited liability company ("Buyer"), for sale of a portion of the City-owned property known as the "Manning Pit" consisting of three parcels located at 5175 Vincent Avenue (APNs: 8417-034-904, 910 and 911).

Background:

The Subject Site was initially acquired by the Irwindale Community Redevelopment Agency ("ICRA") using the former Low and Moderate Income Housing Fund ("LMIHF") to develop affordable housing on a portion of the Site. In light of the challenges and time required to secure reclamation of the Site, the ICRA subsequently transferred the Site from the LMIHF to the non-housing ICRA account using redevelopment set-aside funds. The goal was to secure a mix of housing and commercial or light industrial development upon Site reclamation.

The Site contained deleterious materials that included potentially contaminated soil with lead concentrations above the soluble threshold limit concentrations for lead.\(^1\) On April 3, 2007, the ICRA issued a Request for Proposals ("RFP") for the Site's remediation, filling of abandoned mine pits, removal of contaminated soils, and other work (collectively, "Remediation") to accomplish future development of the Site. Dispatch Transportation, LLC dba Windrow Earth Transport ("Dispatch"), by way of its April 16, 2007, response to the RFP, proposed to remediate materials placed on the Site by the ICRA's former contractor as well as any third parties and perform a grading operation to bring the Site to street level.

During Dispatch's performance of the Remediation, a California State Supreme Court ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), resulted in

\(^1\) The potential risks of having to dispose of any lead-contaminated soil was included in a May 16, 2013, appraisal report prepared by Mason & Mason.
the outright elimination of all 425 redevelopment agencies in the State of California. The dissolution procedures under ABX1 26 include a process for the disposition and/or transfer of assets, including property holdings of former redevelopment agencies. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of ABX1 26, including the process for asset management/disposition/transfers. Pursuant to ABX1 26 and AB 1484, the City serves as Successor Agency to the ICRA following the adoption by the City Council of the City of Irwindale Resolution No. 2012-08-2547, adopted on January 11, 2012.

On December 13, 2013, the City, Dispatch, and Buyer entered into an Exclusive Negotiating Agreement ("ENA") by which the parties agreed to negotiate the sale of the Site by the City to the Buyer for a future light industrial and/or commercial development. It was agreed that the future development would include light industrial and commercial improvements including attendant streets, lighting, landscaping and other public improvements as well as a landscaped “buffer area” ("Residential Buffer") to separate the development’s industrial components from the residential area.

Analysis:

The Site consists of three parcels totaling 35.4 acres. Presently, the Site is being filled for the purposes of future industrial, commercial, and residential development. To date, the City has assumed some of the risk of the Site continuing to encounter deleterious materials at the Site. With the sale proposed by this action, the Buyer is accepting all risks associated with the Site’s present condition and has agreed to indemnify the City from all liability that could be associated with future development of the Site.

Under AB 1484, the Site is subject to the disposition process requiring the State Department of Finance ("DOF") to approve a Long Range Property Management Plan ("LRPMP") prepared by the Successor Agency describing the proposed sale of properties owned by the Successor Agency, including the Site. The transfer of the Site by ICRA to the City was approved by DOF via DOF’s approval of the LRPMP on August 8, 2014. Therefore, on August 27, 2014, the Site was purchased by the City from the Successor Agency for the then-current fair market value which accounted for the risk of addressing additional deleterious materials at the Site, as confirmed by the May 16, 2013, appraisal report prepared by Mason & Mason.

The City and the Buyer now desire to enter into this Agreement to provide for the sale of the portion of the Site, which portion excludes an approximately 10 acre area reserved for the City along the western boundary, ("Sale Parcels") from the City to the Buyer for future project development. In accordance with Irwindale Charter Section 607(j) and Irwindale Municipal Code Section 3.44.160, the City has considered the sale of the Sale Parcels pursuant to this Agreement for the full, appraised fair market value and, per Resolution No. 2015-70-2799 approved concurrently with this Agreement, found that the sale is appropriate to further the City Council’s goals of providing for economic development of underutilized and blighted property in the City.
The Council found that the proposed Project will result in a significant economic opportunity. The Site will be revitalized from an extreme blighted condition, including the excavation of contaminated soils and back-filling of clean fill for abandoned mining pits. The City Council finds and determines that the Project is likely to result in employment of City residents, substantial increases in tax revenues to the City, and provide other amenities. The City acknowledges the public benefit of such results and wishes to encourage expansion of job opportunities in the City. This Agreement is in accord with applicable state and federal laws and is in the vital and best interests of the community, will serve the health, safety, and general welfare of the City of Irwindale, and their citizens, will serve to strengthen the City’s land use and social structure, and alleviate economic and physical blight within the City.

The Buyer has extensive experience in transforming raw land or existing dilapidated properties into successful income producing assets. They have been in business since 1979 with over 40 successful commercial, industrial, and residential projects nationwide and approximately 40 new projects currently in development.

The sale and development of the Sale Parcels prescribed by the PSAs is as follows:

- **Potential future development.** Any proposed future project will be required to consistent with the City’s General Plan and Zoning Code. Based on the existing land use designation, future proposals shall be light industrial and/or commercial in nature and shall include improvements to enhance the aesthetics of the surrounding neighborhood and protect the residential uses. Improvements shall include but not be limited to, attendant streets, lighting, landscaping, decorative perimeter walls, and other public improvements. The Project shall include a landscaped “buffer area” (“Residential Buffer”) to separate the Project’s industrial components from the residential areas.

Since a project has yet to be identified and submitted for review, project impacts cannot be identified at this time. Therefore, any proposed future project on this property shall comply with the requirements of the California Environmental Quality Act through the preparation of an Initial Study that may result in the preparation of a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report.

- **Retention by the City of Approximately 10 acres of the Site.** The City will retain approximately 10 acres along the west side of the Site for residential and other compatible uses.

- **Purchase Price.** The Buyer shall pay $3,058,571.43 for the Sale Parcels.

- **Contingency Period.** Within ninety (90) calendar days following the Opening of Escrow, Purchaser shall have the right to perform and to seek any and all necessary investigations, inspections and approvals necessary to develop and operate the Project at the Property.
• **Extended Contingency Period.** Provided that the Developer has been diligently pursuing its due diligence investigations of the Property and obtaining the Approvals, the Developer and the City may agree to extend the Contingency Period.

• **Closing.** Consummation of this sale and purchase shall take place within thirty (30) days following the expiration of the Contingency Period, as it may be extended by one or more Extended Contingency Periods.

The proposed PSA, prepared by the City Attorney, is attached as Exhibit A for the City Council’s consideration. Following the 90-day contingency period prescribed in the PSA, the consummation of this sale and purchase (“Closing”) shall take place within thirty (30) days following the expiration of the Contingency Period, subject to one or more Extended Contingency Periods as agreed by both Developer and the City.

The sale qualifies as exempt per Section 15378(b)(4) of the CEQA Guidelines as the Agreement is considered a “government funding mechanism or other governmental fiscal activity which do not involve any commitment to any specific project”; a general rule exemption also applies per Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Upon approval by the Council, the Community Development Director will file the appropriate Notice of Exemption.

**Fiscal Implications:**

The purpose of the PSA is to facilitate the due diligence process (“contingency period”) and the closing of escrow. Fiscal impacts will occur for the ongoing negotiations, financial analysis, legal consultation and real estate surveys, and reports needed to complete negotiations until the transfer of the Property. The Developer will bear the cost of surveys and reports as necessary as a part of their normal due diligence, and the financial analysis costs will be performed within the scope of the City’s existing Agreement with its economic development consultant.

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<th>Fiscal Impact:</th>
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<td>Legal Impact:</td>
<td>(Initial of Legal Counsel)</td>
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**Contact Person:** Gus Romo, Community Development Director  
626-430-2206  
gromo@ci.irwindale.ca.us

**Attachment(s):**

(A) Purchase and Sale Agreement and Escrow Instructions

01005.0024/272433.1

Irwindale City Council Meeting  
October 28, 2015  
Page 4 of 3
RESOLUTION NO. 2015-70-2799

A RESOLUTION OF THE CITY OF IRWINDALE APPROVING A PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS FOR THE SALE OF A PORTION OF PROPERTY KNOWN AS THE MANNING PIT LOCATED AT 5175 VINCENT AVENUE (APNs: 8417-034-904, 910 AND 911) TO M&A GABAAE, LLC, AND FINDING THE SALE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

A. RECITALS

WHEREAS, the approximately 35.4 acres of real property consisting of three parcels located at 5175 Vincent Avenue in the City of Irwindale, Los Angeles County, California, described as Assessor’s Parcel Numbers 8417-034-904, 910 and 911, ("Site") and more particularly described in the Legal Description attached to the Purchase and Sale Agreement and Escrow Instructions accompanying this Resolution ("Purchase and Sale Agreement") was initially acquired by the Irwindale Community Redevelopment Agency ("ICRA") for redevelopment purposes; and

WHEREAS, the acquisition of the Site by ICRA was made using the former Low and Moderate Income Housing Fund ("LMIHF") to develop affordable housing on a portion of the Site. In light of the challenges and time required to secure reclamation of the Site, the ICRA subsequently transferred the Site from the LMIHF to the non-housing ICRA account using redevelopment set-aside funds. The goal was to secure a mix of housing and commercial or light industrial development upon Site reclamation; and

WHEREAS, the Site contained deleterious materials that included potentially contaminated soil with lead concentrations above the soluble threshold limit concentrations for lead; and

WHEREAS, the potential risks of having to dispose of any lead-contaminated soil was included in a May 16, 2013, appraisal report prepared by Mason & Mason; and

WHEREAS, on April 3, 2007, the ICRA issued a Request for Proposals ("RFP") for the Site’s remediation, filling of abandoned mine pits, removal of contaminated soils, and other work (collectively, "Remediation") to accomplish future development of the Site. Dispatch Transportation, LLC dba Windrow Earth Transport ("Dispatch"), by way of its April 16, 2007, response to the RFP, proposed to remediate materials placed on the Site by the ICRA’s former contractor as well as any third parties and perform a grading operation to bring the Site to street level; and

WHEREAS, during Dispatch’s performance of the Remediation, a California State Supreme Court ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), resulted in the outright elimination of all 425 redevelopment agencies in the

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Page 1
State of California. The dissolution procedures under ABX1 26 include a process for the disposition and/or transfer of assets, including property holdings of former redevelopment agencies. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of ABX1 26, including the process for asset management/disposition/transfers. Pursuant to ABX1 26 and AB 1484, the City serves as Successor Agency to the ICRA following the adoption by the City Council of the City of Irwindale Resolution No. 2012-08-2547, adopted on January 11, 2012; and

WHEREAS, on December 13, 2013, the City, Dispatch, and M&A Gabaeé, LLC ("Buyer") entered into an Exclusive Negotiating Agreement ("ENA") by which the parties agreed to negotiate the sale of a portion of the Site, which portion excludes approximately 10 acres along the western boundary ("Sale Parcels"), by the City to the Buyer for a future light industrial and/or commercial development. It was agreed that the future development would include light industrial and commercial improvements including attendant streets, lighting, landscaping and other public improvements as well as a landscaped “buffer area” ("Residential Buffer") to separate the development's industrial components from the residential area; and

WHEREAS, under AB 1484, the Site is subject to the disposition process requiring the State Department of Finance ("DOF") to approve a Long Range Property Management Plan ("LRPMP") prepared by the Successor Agency describing the proposed sale of properties owned by the Successor Agency, including the Site. The transfer of the Site by ICRA to the City was approved by DOF via DOF’s approval of the LRPMP on August 8, 2014. Therefore, on August 27, 2014, the Site was purchased by the City from the Successor Agency for the then-current fair market value, as confirmed by the May 16, 2013, appraisal report prepared by Mason & Mason; and

WHEREAS, based on the above finding, the City wishes to sell the Sale Parcels and M&A GABAEE, LLC ("Buyer") wishes to purchase the Sale Parcels; and

WHEREAS, the City Attorney prepared a Purchase and Sale Agreement ("Agreement") for the Sale Parcels between the Buyer and the City in order to commence a period of ninety days (90) days for the Developer to perform its due diligence and obtain all necessary approvals ("Contingency Period"), and provided that the Developer has been diligently pursuing its due diligence investigations of the Site and obtaining the Approvals the City Manager shall be authorized to grant an one or more extensions for and on behalf of the City Council in his/her sole and absolute discretion ("Extended Contingency Period"); and

WHEREAS, the Agreement establishes that the intent is for the Developer to purchase the Sale Parcels from the City at the proposed price of $3,058,571.43 for future development of light industrial facilities to be approved by the City separately; and

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Page 2
WHEREAS, any proposed future project will be required to consistent with the City's General Plan and Zoning Code. Based on the existing land use designation, future proposals shall be light industrial and/or commercial in nature and shall include improvements to enhance the aesthetics of the surrounding neighborhood and protect the residential uses. Improvements shall include but not be limited to, attendant streets, lighting, landscaping, decorative perimeter walls, and other public improvements ("Project"). The Project shall include a landscaped "buffer area" ("Residential Buffer") to separate the Project's industrial components from the residential areas.

WHEREAS, the sale of the Sale Parcels does not compel any specific development or project, but does make approval of a project a condition to the sale subject to separate compliance with the California Environmental Quality ("CEQA") Act when such project is presented to the City for consideration; as such, the sale qualifies as exempt per Section 15378(b)(4) of the CEQA Guidelines as the Agreement is considered a "government funding mechanism or other governmental fiscal activity which do not involve any commitment to any specific project"; a general rule exemption also applies per Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

B. RESOLUTION

NOW, THEREFORE, the City Council of the City of Irwindale hereby finds, determines, and resolves as follows:

SECTION 1. The Recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. The sale of the Sale Parcels to Buyer pursuant to the Purchase and Sale Agreement provided with this Resolution is in accordance with Ordinance No. 695.

SECTION 3. The City and the Buyer now desire to enter into the Agreement to provide for the sale of the Site from the City to the Buyer for future project development. In accordance with Irwindale Charter Section 607(j) and Irwindale Municipal Code Section 3.44.160, the City has considered the sale of the Site pursuant to the Agreement for the full, appraised fair market value and finds that the sale is appropriate to further the City Council's goals of providing for economic development of underutilized and blighted property in the City.

SECTION 4. The City Council approves the sale of the Sale Parcels to Buyer for the full fair market value of $3,058,571.43 pursuant to the terms of the Agreement provided with this Resolution and authorizes the City Manager to execute same and other documents as necessary to consummate such sale, subject to the approval of the form of such Agreement and related documents by the City Attorney.
SECTION 5. The proposed Project will result in a significant economic opportunity. The Site will be revitalized from an extreme blighted condition, including the excavation of contaminated soils and back-filling of clean fill for abandoned mining pits. The Project is likely to result in employment of City residents, substantial increases in tax revenues to the City, and provide other amenities. The City acknowledges the public benefit of such results and wishes to encourage expansion of job opportunities in the City. The Agreement is in accord with applicable state and federal laws and is in the vital and best interests of the community, will serve the health, safety, and general welfare of the City of Irwindale, and their citizens, will serve to strengthen the City's land use and social structure, and alleviate economic and physical blight within the City.

SECTION 6. The sale qualifies as exempt per Section 15378(b)(4) of the CEQA Guidelines as the Agreement is considered a "government funding mechanism or other governmental fiscal activity which do not involve any commitment to any specific project"; a general rule exemption also applies per Section 15061(b)(3) in that 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 Community Development Director is directed to file the appropriate Notice of Exemption.

SECTION 7. The City Clerk shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED AND ADOPTED this 28th day of October, 2015.

ATTEST:

Mark A. Breceda, Mayor

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2015-70-2799 duly adopted by the City Council of the Irwindale, at a special meeting held on the 28th day of October, 2015, by the following vote:

AYES:  Councilmembers:
Resolution No. 2015-70-2799
Page 4
NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers

Laura M. Nieto, CMC
Deputy City Clerk

Resolution No. 2015-70-2799
Page 5
AGREEMENT FOR PURCHASE, SALE & DEVELOPMENT
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

Escrow No. 
Date of Opening of Escrow: _________, 2015

To: Escrow Holder

__________________________

__________________________

Attn: _______________, Escrow Officer

Phone: ______________; Email: 

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (this “Agreement”) is made this ___ day of ____, 2015, by and between THE CITY OF IRWINDALE, a California Charter City (“Seller” and occasionally herein “City”), and M&A GABAEE, LLC, a California limited liability company (“Buyer” and occasionally herein “Developer”).

RE bâtALS

A. This Agreement pertains to the conveyance to Buyer of those certain parcels of vacant real property consisting of a total of 35.38 acres, in the City of Irwindale more particularly described and depicted in Exhibit “A” attached hereto (the “Site”). As shown in Exhibit “A”, the Site excludes that approximately 10-acre residential area adjacent to the Site’s eastern border (the “Residential Area”). The Site was initially acquired by the Irwindale Community Redevelopment Agency (“ICRA”) using the former Low and Moderate Income Housing Fund (“LMIHF”) to develop affordable housing on a portion of the Site. In light of the challenges and time required to secure reclamation of the Site, the ICRA subsequently for consideration made to the LMIHF transferred the Site from the LMIHF to the non-housing ICRA account using redevelopment set-aside funds. The goal was to secure a mix of housing and commercial or light industrial development on the reclaimed Site.

B. The Site contained deleterious materials that included potentially contaminated soil with lead concentrations above the soluble threshold limit concentrations for lead. The potential risks of having to dispose any lead-contaminated soil was included in a May 16, 2013, appraisal report prepared by Mason & Mason.

C. On April 3, 2007, the ICRA issued a Request for Proposals (“RFP”) for the Site’s remediation, filling of abandoned mine pits, removal of contaminated soils, and other work (collectively, “Remediation”) to accomplish future development of the Site. Dispatch Transportation, LLC dba Windrow Earth Transport (“Dispatch”), by way of its April 16, 2007, response to the RFP, proposed to remEDIATE materials placed on the Site by the ICRA’s former contractor as well as any third parties and perform a grading operation to bring the Site to street level.
D. During Dispatch's performance of the Remediation, a California State Supreme Court ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), resulted in the outright elimination of all 425 redevelopment agencies in the State of California. The dissolution procedures under ABX1 26 include a process for the disposition and/or transfer of assets, including property holdings of former redevelopment agencies. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of ABX1 26, including the process for asset management/disposition/transfers. Pursuant to ABX1 26 and AB 1484, the City serves as Successor Agency to the ICRA following the adoption by the City Council of the City of Resolution No. 2012-08-2547, adopted on January 11, 2012.

E. Under AB 1484, the Site is subject to the disposition process requiring the State Department of Finance ("DOF") to approve a Long Range Property Management Plan ("LRPMP") prepared by the Successor Agency describing the proposed sale of properties owned by the Successor Agency, including the Site. The transfer of the Site by ICRA to the City was approved by DOF via DOF's approval of the LRPMP on August 8, 201{12}{12}, 2014. Therefore, on August 27, 2014, the Site was purchased by the City from the Successor Agency for the then-current fair market value, as confirmed by the May 16, 2013, appraisal report prepared by Mason & Mason.

F. On December 13, 2013, the City, Dispatch, and Developer entered into an Exclusive Negotiating Agreement ("ENA") by which the parties agreed to negotiate the sale of the Site by the City to Developer for light industrial and/or commercial development. The "Project" to be developed on the Site shall include light industrial and commercial improvements including attendant streets, lighting, landscaping and other public improvements. The Project includes a landscaped "buffer area" ("Residential Buffer") to separate the Project's industrial components from the Residential Area. Landscaping and all improvements to the buffer areas shall be maintained by Developer at no cost to City. Developer shall not be required to install any improvements in the Residential Area, but shall provide that any utilities and public improvements developed within the Site are installed in a manner so as to allow for a seamless and efficient tie to the Residential Area. The Project, including demarcations of the Residential Buffer, shall be further described and depicted in the Project description, concept plans, architectural renderings and site plans to be prepared by Developer and submitted to City for review and approval.

G. The City and the Developer now desire to enter into this Agreement to provide for the sale of the Site from the City to the Developer for Project development. In accordance with Irwindale Charter Section 607(j) and Irwindale Municipal Code Section 3.44.160, has considered the sale of the Site pursuant to this Agreement for the full, appraised fair market value and, per Resolution No. 2015-70-2799 approved concurrently with this Agreement, found that the sale is appropriate to further the City Council's goals of providing for economic development of underutilized and blighted property in the City.

H. The Council found that the proposed Project will result in a significant economic opportunity. The Site will be revitalized from an extreme blighted condition, including the excavation of contaminated soils and back-filling of clean fill for abandoned mining pits. The
City Council finds and determines that the Project is likely to result in employment of City residents, substantial increases in tax revenues to the City, and provide other amenities. City acknowledges the public benefit of such results and wishes to encourage expansion of job opportunities in the City. This Agreement is in accord with applicable state and federal laws and is in the vital and best interests of the community, will serve the health, safety, and general welfare of the City of Irwindale, and their citizens, will serve to strengthen the City’s land use and social structure, and alleviate economic and physical blight within the City.

NOW, THEREFORE, based on the above recitals, which are deemed true and correct and which are incorporated into the terms of this Agreement, and in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. **PURCHASE AND SALE OF PROPERTY.**

   1.1 Generally. Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer all Buyer’s rights, title and interests to the Site upon the terms and conditions hereinafter set forth.

2. **OPENING OF ESCROW; CLOSING DATE; PURCHASE PRICE.**

   2.1 Opening of Escrow. Within three (3) business days after the execution of this Agreement by Buyer and Seller and approval by the Irwindale City Council, the Parties shall open an escrow ("Escrow") with the Escrow Holder identified above, (herein the "Escrow Holder") by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Holder ("Opening of Escrow"). Escrow Holder shall fax written notice of the Opening of Escrow date to Buyer and Seller.

   2.2 Closing Date. Escrow shall close no later than sixty (60) days following opening ("Closing Date"), unless extended by mutual written agreement of the parties. The terms the “Close of Escrow” and/or the “Closing” are used herein to mean the time the Grant Deed (as hereinafter defined) is recorded in the Office of the County Recorder of Los Angeles County, California.

   2.3 Purchase Price. The Purchase Price for Buyer’s acquisition of all interests Seller holds in the Site is THREE MILLION FIFTY-EIGHT THOUSAND, FIVE-HUNDRED SEVENTY-ONE DOLLARS AND 43/100 ($3,058,571.43).

3. **ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.**

   3.1 Buyer. Buyer agrees that on or before 1:00 p.m. on the business day preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including, without limitation, the following:
(a) A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County, if any; and

(b) The Purchase Price and such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

3.2 Seller. Seller agrees that on or before 1:00 p.m. on the business day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including, without limitation, the following:

(a) A grant deed conveying the Site to Buyer in the form attached hereto as Exhibit “C” (“Grant Deed”).

(b) Two duplicate originals of California Form 590 Real Estate Withholding Exemption Certificates in the form required by the California Franchise Tax Board (“California Residency Affidavit”); and

(c) Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

3.3 Recordation, Completion and Distribution of Documents. Escrow Holder will cause the Grant Deed to be recorded when (but in no event after the date specified in Section 2.2 above) it can issue the Title Policy in the form described in Section 4.2 below, and holds for the account of Seller the items described above to be delivered to Seller through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

3.4 Escrow Holder Responsibilities. Escrow Holder will not have any responsibilities for the parties' performance of the terms of the Agreement which are to be performed after the 30-day Closing. The parties may execute supplemental escrow terms and instructions into Escrow Holder's general form and consistent with the terms hereof.

4. TITLE MATTERS.

4.1 Approval of Title. Buyer acknowledges that it has received copies of that preliminary title report for the entire Site dated ____________, as Order No. ____________ (the “Preliminary Title Report”). Buyer hereby approves title in the form specified in Section 4.2.

4.2 Title Policy. When Escrow Holder holds for Buyer the Grant Deed in favor of Buyer executed and acknowledged by Seller covering the Site, Escrow Holder shall cause to be issued and delivered to Buyer and Seller as of the Close of Escrow a CLTA standard coverage owner's policy of title insurance (“Title Policy”), or, upon Buyer’s request therefore, an ALTA extended coverage owner’s policy of title insurance, issued by Title Company, with liability in the amount of the Purchase Price, covering the Site and showing title vested in Buyer free of encumbrances, except:
(a) All non-delinquent general and special real property taxes, assessments and Los Angeles County solid waste fees for the current fiscal year;

(b) Those easements, encumbrances, covenants, conditions, restrictions, reservations, rights-of-way and other matters of record shown on the Preliminary Title Report;

(c) The standard printed exceptions and exclusions contained in the CLTA or ALTA form policy;

(d) Any exceptions created or consented to by Buyer, including, without limitation, any exceptions arising by reason of Buyer's possession of or entry on the Site.

5. **CONDITIONS PRECEDENT TO CLOSE OF ESCROW.**

5.1 Conditions to Closing.

(a) *Conditions to Buyer's Obligations.* The obligations of Buyer under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent:

(i) Title Company will issue the Title Policy as required by Section 4.2 of this Agreement.

(ii) Seller has deposited an executed Grant Deed into Escrow.

(iii) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(iv) All representations and warranties specified in Section 7.1 are true and correct.

(v) Buyer’s approval of any other conditions specified in this Agreement.

(vi) Seller shall not be in default of any term or condition of this Agreement.

(vii) A fully executed copy of the "Assignment and Assumption Agreement" required by Section 6.3(a) hereof if Remediation Work will be ongoing after Closing.

Buyer’s approval shall be based upon Buyer’s sole and absolute discretion; provided, however, if Buyer has not delivered written notice of approval of the above conditions to Seller and Escrow Holder by the times provided above, or if no time is provided, on or before the Close of Escrow, each such condition shall automatically and conclusively be deemed to have been disapproved by Buyer.
(b) **Conditions to Seller’s Obligations.** The obligations of Seller under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Seller of each of the following conditions precedent:

(i) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

(ii) An executed Grant Deed to be recorded upon the Site has been deposited into Escrow.

(iii) The Purchase Price has been deposited into Escrow via direct wire transfer.

(iv) Buyer shall not be in default of any term or condition of this Agreement.

(v) A copy of the Consent to Agreement for Purchase, Sale and Development of Real Property approved by Licensee, as described in Section 6.3 and in the form attached hereto as Exhibit “F”, has been deposited into Escrow.

(vi) Buyer shall have secured any and all approvals needed to ensure that the Residential Area and any other areas demarcated as “Not A Part” in the Site depiction at Exhibit “A” and excluded from the Site’s legal description in Exhibit “A” are legally subdivided from the Site. This condition shall be deemed fulfilled, unless waived in writing by Seller, upon Buyer obtaining a City-approved Final Map, Parcel Map, Lot Line Adjustment, Lot Split, or other such legal mechanism permitted under the Subdivision Map Act (Govt. Code §§ 66410 et seq.) for the legal division of the Residential Area and “Not A Part” areas from the Site.

(vii) Buyer shall provide Seller with a letter evidencing a commitment from lender(s) (in form and substance reasonably acceptable to City) indicating that such lender(s) have a definitive interest in financing the acquisition, construction and/or development of the Project by Buyer. Evidence of financial commitments shall also outline the financial terms pursuant to any proposed financing for the Project as well as specifically identify the sources of all equity financing to be used by Buyer in the development of the Project. In the event the Project is to be financed exclusively by equity financing, the equity commitment shall evidence an amount sufficient to provide for the net acquisition costs of the Site and development of the Project by Buyer, as the case may be. The evidence of financial commitments required by this condition is further described in Section 10.3 of this Agreement.

If requested by Escrow Holder or Buyer, Seller shall deliver to Escrow Holder and Buyer written notice of satisfaction of the conditions set forth in this Section 5.1.

5.2 **Covenant of Seller and Buyer.** Buyer and Seller agree to cooperate with one another, at no cost or expense to the cooperating party, in satisfying the conditions precedent
to Close of Escrow. Buyer shall be responsible for proceeding with diligence and in good faith to satisfy the conditions to Buyer's performance set forth in Section 5.1(a) and Seller shall be responsible for proceeding with diligence and in good faith to satisfy the conditions to Seller's performance set forth in Section 5.1(b).

5.3 Termination for Failure of Condition. In the event Buyer fails to approve or disapprove any condition precedent specified in Section 5.1(a) or elsewhere in this Agreement on or before the date for approval set forth therein, Seller shall notify Buyer of such failure in writing and Buyer shall have a period of ten (10) days from receipt of such notice to elect in writing to approve such matter or to disapprove such matter and terminate this Agreement. The failure of Buyer to so approve such matter within said ten (10) days shall be deemed to constitute disapproval thereof and Buyer's election to terminate. In the event Seller fails to approve or disapprove any condition precedent specified in Section 5.1(b) or elsewhere in this Agreement on or before the date for approval set forth therein, Buyer shall notify Seller in writing of such failure and Seller shall have a period of ten (10) days from receipt of such notice to elect in writing to approve such matter or to disapprove such matter and terminate this Agreement. The failure of Seller to so approve such matter within said ten (10) days shall be deemed to constitute disapproval thereof and Seller's election to terminate.

6. CONDITION OF SITE; RELEASES/INDEMNITY SITE CONDITION.

6.1 Environmental Laws. For purposes of this Agreement, "Environmental Laws" shall mean all federal, state or local statutes, regulations, ordinances, codes or rules as such have been or may hereafter be enacted, adopted, amended or supplemented and all common law causes of action relating to the protection of human health or the environment, including without limitations the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 7401, et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. 2601, et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. Section 136, et seq.) and the Clean Air Act, as amended (42 U.S.C. 7401, et seq.), and private rights of action for nuisance, trespass, or damages to property or persons.

6.2 Hazardous Materials. For the purposes of this Agreement, Hazardous Materials shall be deemed to mean asbestos, polychlorinated biphenyls, petroleum or by-products thereof, radioactive materials, or any chemical, material or substance included in the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "toxic substances" and/or words of similar import under any federal, state and local laws, ordinances, rules and regulations whether present or future, relating to and/or dealing with the protection of the environment and/or human health and safety and/or applicable to the generation, handling, manufacture, installation, treatment, storage, use, transportation, discharge, disposal, presence and/or release into the air, soil, water at, above or below ground level (whether accidental or intentional) of such substances or materials.
6.3 Environmental Remediation and Grading. Buyer and Seller acknowledge that the Site requires environmental Remediation as described in that certain “License Agreement For Performance of Remediation and Grading” dated October 10, 2007 (the "License Agreement") and that the environmental Remediation will include, but is not limited to, the removal of buried fuel storage tanks and other possible buried structures as well as the removal of any soil contamination caused by possible tank leaks, application of fill soils to fill former mining pits at the Site, removal of contaminated soils, talus, and other Hazardous Material clean-up. The Buyer and Seller further acknowledge that the Purchase Price is based on the assumption that any necessary environmental Remediation of the Site would be performed by Buyer after Close of Escrow. As such, since the Site environmental Remediation has not yet occurred, Buyer and Seller hereby agree as follows:

(a) License to Enter; Assignment of License Agreement. Seller shall assign to Buyer all Seller’s rights and obligations under the License Agreement as to the Site (which excludes remediation and grading of the Residential Area over which the City shall remain as owner and party to the License Agreement), and Buyer shall assume all such rights and obligations from Seller. Said assignment shall be a condition to closing memorialized in an “Assignment and Assumption Agreement” to be drafted in a form reasonably acceptable to Seller and Licensee. Buyer shall thereafter abide by the terms of the License Agreement to allow DISPATCH TRANSPORTATION LLC, a Delaware limited liability corporation, d.b.a. WINDROW EARTH TRANSPORT ("Licensee") the right to enter upon the Site to conduct soils, engineering, or other tests and studies, and to perform the Remediation Work or for any other purposes to carry out the terms of the License Agreement. Pending formal approval of the Assignment and Assumption Agreement by the parties and Licensee, Licensee consents to this Agreement, as confirmed by the Consent to Agreement for Purchase, Sale and Development of Real Property attached hereto as Exhibit “__”. The “Assignment and Assumption Agreement” shall further contain Licensee’s acknowledgment and acceptance of the assignment of the portion of the License Agreement that encompasses the Site and sale of the Site to Buyer. Licensee’s acknowledgement and acceptance shall be further subject to and conditioned upon the “Accommodation Agreement” (as defined in Section 1(d) of the ENA) detailing the uses of the Buyer’s funds for such Remediation Work and Licensee’s access to such funds.

(b) Ongoing Performance of Remediation and Grading Work. Seller and Buyer shall cooperate with each other to accomplish the ongoing performance of the Remediation Work pursuant to the terms of the License Agreement and work in good faith to address and approve any approvals and documents needed to assure such work is performed in a timely manner. Such cooperation shall be aimed at minimizing any delays to the Project work or disruptions due to the shared boundary during and upon completion of the Remediation Work. Such cooperation shall further include, but not be limited, to correcting any lot line issues that arise as the Site and Residential Area are being reclaimed or when fully graded and ready for development.

(c) Encroachment Agreement from County. Buyer and Seller acknowledge that the remediation and grading of the Site and Residential Area shall require the parties to secure an encroachment agreement or permit from the County of Los Angeles for the
placement of fill material within an area owned by the County immediately south of the Site and Residential Area. The fill material is necessary to provide an appropriate buttress per applicable Building Code standards to support the fill and grading operations at the Site and Residential Area. As part of its consent to this Agreement per Section ___ and Exhibit ___, Licensee agrees to comply with all applicable filling and buttressing requirements and abide by County of Los Angeles conditions related to same.

(d) Option to Extend Closing. As an alternative to ongoing performance of Remediation Work on the Site after Closing, the parties may mutually negotiate a means by which the Remediation Work would be completed by the Seller.

6.4 As-Is Acceptance of Site. The Buyer shall accept the Site AS-IS and does agree to take the Site in its current condition AS-IS, WITH ALL FAULTS, all defects and conditions whatsoever then existing on the Site, including any Hazardous Materials (as defined herein above), vaults, fill soils, debris, pipelines, wells, or other structures that are or may be located in, on, under, or around the Site, whether known or unknown. Buyer assumes all responsibility for any and all such defects, faults, and conditions and shall be responsible for any and all defects in the Site, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Site, and the existence of any contamination, Hazardous Materials now present upon, or remaining within the Site after Remediation Completion. Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Site. Buyer acknowledges that any liability of Seller for the environmental condition of the Site is hereby extinguished and that Seller shall have no liability for further remediating any environmental condition of the Site, and that Buyer shall indemnify Seller against any claim or liability relating to the condition of the Site.

(a) Buyer’s Release of Seller. Notwithstanding any contrary provisions of this Agreement or otherwise, Buyer shall and does hereby release Seller, its officers, directors, shareholders, affiliates, subsidiaries, heirs, and successors from any and all claims, liabilities, expenses, costs, or damages that Buyer may incur arising from the presence of any Hazardous Materials (as defined herein above) which are or may be located in, on, under, or around the Site, whether or not caused by Seller or any predecessor-in-interest of Seller, and whether or not known to Seller or Buyer at or before the Close of Escrow. Buyer expressly preserves its rights against other parties and does not release, or waive its rights to contribution against, any other party.

(b) Buyer’s Indemnification of Seller. Notwithstanding any contrary provisions of this Agreement or otherwise, Buyer hereby agrees to indemnify, defend (by Seller’s choice of counsel), and hold harmless Seller, its directors, officers, employees, agents, representatives, heirs, and successors from and against any and all costs, expenses, damages, claims, and liabilities, including reasonable attorney fees, foreseeable or unforeseeable, directly or indirectly arising from any violation of the Environmental Laws (as defined herein above) including, without limitation, any release, treatment, use, generation, storage, or disposal of Hazardous Materials in, on, under, around, or from the Site at any time before or after close of escrow including, without limitation,
the cost of any required or necessary remediation or removal of any such Hazardous Materials, any costs of repair of improvements on the Site or surrounding properties necessitated by such remediation or removal and costs of any testing, sampling, or other investigation or preparation of Remediation or other required plans undertaken prior to such remediation or removal. Buyer expressly preserves its rights against other parties and does not release, or waive its rights to contribution against, any other party.

6.5 Indemnification and Release from Liabilities Relating to New Legislation.

Buyer acknowledges that it is aware of, and has received advice from legal counsel on, the matter of legislation effective June 29, 2011, purporting to limit or disenfranchise the authority of local governments to transfer or control assets that are, or once were, owned by a local redevelopment agency. Specifically, the 2011 Assembly Bills ABx1 26 and ABx1 27 became effective on June 29, 2011. ABx1 26 purports to eliminate redevelopment agencies while ABx1 27 allows agencies to continue to exist if they agree to pay to the State a proportional share of $1.7 billion this year and $400 million annually in perpetuity. On December 29, 2011, the California Supreme Court in Community Redevelopment Association v. Matosantos (No. S194861) upheld the constitutionality of ABx1 26 and struck-down the constitutionality of ABx1 27, thus, absent further legislation, effecting the abolishment of redevelopment activities. Buyer hereby acknowledges that ABx1 26, as amended by certain budget trailer bills, might be interpreted or applied in such a manner as to undermine or invalidate Seller’s authority to convey the Site to Buyer in accordance with the terms hereof. In order to address this uncertainty, the parties agree as follows:

(a) Legal Challenge to Transaction; Election to Terminate Agreement. If, at any time prior to the Buyer's commencement of vertical construction of the Project, there arises a legal challenge to the validity or legality of this Agreement and its underlying transactions based on the grounds of, or arising from, (i) ABx1 26, (ii) the Matosantos ruling, or (iii) any subsequent legislation directly amending ABx1 26, then either party may, in its sole discretion, elect to terminate this Agreement; such termination of the Agreement, if accepted by both parties, would require the return of any Purchase Price amounts that have been paid pursuant to this Agreement to Seller (if any) and re-vest all right title and interest to the Site back to Seller. Such termination shall not be deemed a default and each party shall cancel any further actions to be performed hereunder without liability to the other. The right to terminate provided hereunder shall expire upon Buyer's commencement of vertical construction of any portion of the Project, but in no case later than December 1, 2016.

(b) Rights of Non-Terminating Party. Should a party elect to terminate this Agreement pursuant to foregoing Section 6.5(a), the non-terminating party may refuse such termination and require continued performance hereof. However, such non-terminating party shall pay all costs of defense, expenses, damages, claims, and liabilities, including reasonable attorney fees, foreseeable or unforeseeable, directly or indirectly arising from any legal challenge subject to the provisions of Section 6.5(a).

(c) Option to Extend Closing. In the event any legal challenge subject to the provisions of Section 6.5(a) arises before a Closing, the parties may extend the date of Closing by a mutually-accepted, written amendment of this Agreement as may be
necessary to accommodate the delays that may be caused by such legal challenge and/or the time needed to determine whether or not this Agreement shall be terminated pursuant to Section 6.5(a).

6.6 Survival. Notwithstanding any other provision of this Agreement, the provisions of this Article 6 shall survive the Close of Escrow and the delivery of the Grant Deed(s).

7. REPRESENTATIONS AND WARRANTIES BY SELLER.

7.1 Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer, each of which (i) is material and relied upon by Buyer in making its determination to enter into this Agreement; (ii) to the best of Seller’s knowledge, is true in all respects as of the date hereof and shall be true in all respects on the date of Close of Escrow on the Site; and (iii) shall survive the Close of Escrow of the purchase and sale of the Site as well as any future transfer of the Site to Buyer or any transferee, successor or assignee of Buyer:

(a) With the exception of the matters stated in 6.5, the License Agreement and the ENA, as disclosed hereinafter, to the best of Seller’s knowledge, other than the agreement with the geotechnical engineering firm ____ dated ____ for the inspection of the Site and Residential Area, there are no contracts, leases, claims or rights affecting the Site and no agreements entered into by or under Seller shall survive the Close of Escrow that would adversely affect Buyer’s rights with respect to the Site, except as heretofore disclosed through the Preliminary Title Report.

(b) Seller has delivered or, within the period required in Section 5.1(a) and Article 3, will have delivered true, correct and complete copies of all the documents and other information specified in Section 5.1(a) and Article 3 in Seller’s possession or control (or has reasonable access thereto). To the best of Seller’s knowledge, the information contained in the said documents is true and accurate.

(c) With the exception of any items disclosed in the Preliminary Title Report, License Agreement, and the ENA, there are no executory contracts, options or agreements existing (other than this Agreement) relating to the purchase of all or any portion of the Site or any interest therein.

(d) Since the time of issuance of the Preliminary Title Report, Seller has taken no action to create, nor otherwise caused, any additional encumbrances to title other than those shown on the Preliminary Title Report.

(a) Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

7.2 Changed Circumstances. If Seller becomes aware of any fact or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Seller under this Agreement, whether as of the date given or any time thereafter through the Close of Escrow and whether or not such representation or warranty was based upon Seller’s knowledge and/or belief as of a certain date, Seller will give immediate
written notice of such changed fact or circumstance to Buyer, but such notice shall not release Seller of its liabilities or obligations with respect thereto. Seller shall issue a certificate as of the Close of Escrow stating that all the representations and warranties contained in Section 7.1 are true and correct as of said date, or setting forth in detail which of such matters are not true and correct. Buyer shall have five (5) days from the receipt of any notice by Seller of the material change of any representation or warranty made by Seller hereunder to terminate this Agreement by providing written notice to Seller and Escrow Holder, and receive return of its Deposit and any other sums deposited in the Escrow.

7.3 No Other Representations or Warranties by Seller. Other than those express representations and warranties contained in this Agreement, Seller makes no other representations or warranties, either express or implied.

8. REPRESENTATIONS AND WARRANTIES BY BUYER.

8.1 "AS-IS" Condition of Site. As set forth in Section 6.4, Buyer represents, acknowledges, and agrees that Buyer is electing to purchase the Site in its "AS-IS, WHERE IS" physical condition except to the extent set forth in Section 6.5.

8.2 Sole Reliance. Buyer represents and acknowledges that it is relying solely upon Buyer’s own inspections in purchasing the Site.

8.3 Legislation. Buyer represents that as for the matters disclosed in Section 6.5, Buyer has received advice through its own legal counsel and is not relying on any legal analysis of Seller or Seller’s legal counsel.

9. ESCROW PROVISIONS.

9.1 Escrow Instructions. This Agreement, when signed by Buyer and Seller, shall also constitute escrow instructions to Escrow Holder.

9.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 12.16 after recordation. All funds, if any, received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be made by Escrow Holder’s check.

9.3 Prorations of Real Property Taxes. Buyer acknowledges that Seller is a governmental agency, not subject to payment of taxes. Accordingly, Buyer shall be solely responsible for payment of taxes accruing after Close of Escrow and/or seeking a refund of any overpayment of taxes from the appropriate taxing agencies. Utilities and other expenses of the Site which are payable by or to the owner of the Site shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Any party who is obligated to pay net amounts based on said final proration shall reimburse the other party said amount within five (5) business days after completion of the final proration. Seller shall receive a credit for any refundable utility or governmental deposits
made by Seller with respect to the Site, if any, and shall assign Buyer all rights to refund of same.

9.4 Payment of Costs. Buyer shall pay one hundred percent (100%) of the documentary transfer taxes, escrow fees, recording fees, Title Policy premiums, and the charges for recording the Grant Deed, and the additional portion of the Title Policy premium which is attributable to the additional cost of obtaining any additional coverage requested by Buyer, including the difference between CLTA and ALTA coverage. Seller and Buyer shall each be responsible for their respective attorneys' fees and costs. As to all other costs of escrow not otherwise specifically allocated by this Agreement, Buyer and Seller shall each pay one-half of all escrow and similar fees, except that if one party defaults under this Agreement, the defaulting party shall pay all escrow fees and charges.

9.5 Termination and Cancellation of Escrow. If Escrow fails to close as provided above, Escrow shall terminate automatically without further action by Escrow Holder or any party, and Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder; provided that any document which has been signed by a party who is not to receive the return of such document, shall be marked "void and of no force or effect" by Escrow Holder before it is delivered. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

9.6 Information Report. The "Reporting Person" within the meaning of Treasury Regulation Section 1.6045-4(e)(5) with respect to the transactions contemplated by this Agreement shall be Escrow Holder. The name and address of Escrow Holder is set forth on the first page of this Agreement. It is agreed that Escrow Holder is an eligible person under Section 1.6045-4(e)(5)(ii) of said Regulations. Escrow Holder hereby agrees to be responsible for complying with the reporting and other requirements of Internal Revenue Code Section 6045(e) and the income tax regulations promulgated thereunder. Pursuant to said regulations, the address for the transferor and transferee are as set forth for Seller and Buyer respectively in Section 12.16 below, and the identifying information regarding the real estate transferred is the legal description for the Site or portion thereof being transferred. Escrow Holder agrees to file the form required by said regulations between the end of the calendar year in which the Close of Escrow occurs and February 28 of the following calendar year. Buyer and Seller agree (i) to cooperate with Escrow Holder and with each other in completing any report and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-S as such may be hereafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereafter promulgated by the Treasury Department with respect thereto; (ii) that Buyer and Seller, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e); (iii) that neither Buyer nor Seller shall seek to hold any such party liable
for the disclosure to the Internal Revenue Service of any such information; and (iv) to retain this Agreement for at least four (4) years following the close of the calendar year in which the Close of Escrow occurs.

9.7 Possession. Possession of the Site shall be delivered to Buyer as of Close of Escrow. In the event any personal property remains on the Site following the Close of Escrow, it shall automatically become the property of Buyer excepting such property that is the property of Licensee under the License Agreement.

10. COVENANTS RELATING TO THE PROJECT.

10.1 Restrictions On Transfer. The qualifications and identity of Buyer are of particular concern to the Seller, and it is because of such qualifications and identity that Seller has entered into this Agreement with Buyer. The Seller has considered the experience, financial capability, and product being marketed by Buyer and its affiliates, the Site location and characteristics, the public costs of acquiring and developing the Site and return on investment, and the product mix necessary to produce a successful Project. Based upon these considerations, the Seller has imposed the restrictions on transfer set forth in this Agreement.

(a) Transfer Defined. As used in this section, the term “Transfer” shall include any assignment, hypothecation, mortgage, pledge, conveyance, or encumbrance of this Agreement, the Site, or the improvements thereon. A Transfer shall also include the Transfer to any person or group of persons acting in concert of more than fifty percent (50%) of the present ownership and/or control of Buyer in the aggregate taking all Transfers into account on a cumulative basis. In the event Buyer or its successor is a corporation or trust, such Transfer shall refer to the Transfer of the issued and outstanding capital stock of Buyer, or of beneficial interests of such trust; in the event that Buyer is a limited or general partnership, such Transfer shall refer to the Transfer of more than fifty percent (50%) of the limited or general partnership interest; in the event that Buyer is a joint venture, such Transfer shall refer to the Transfer of more than fifty percent (50%) of the ownership and/or control of any such joint venture partner, taking all Transfers into account on a cumulative basis.

(b) Transfers Require Approval. Buyer shall not Transfer this Agreement or any of Buyer’s rights hereunder, or any interest in the Site or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of Seller which consent shall not be unreasonably withheld. In considering whether it will grant written approval to any assignment by Buyer of its interests in the Site, which assignment requires Seller approval, Seller shall consider factors such as (i) whether the completion of the Project is jeopardized; (ii) the financial strength and capability of the proposed assignee to perform Buyer’s obligations hereunder; (iii) the proposed assignee’s experience and expertise in the planning, financing, development, ownership, and operation of similar projects; and (iv) how the proposed assignee will complement the other users and uses in the City of Irwindale downtown area, whether commercial users or otherwise.
In the absence of a specific written agreement with the Seller, prior to the issuance of a Certificate of Completion for the entire Project or any portion thereof, no assignment or transfer by of all or any portion of its interest in the Site or this Agreement (including without limitation an assignment or transfer not requiring Seller approval hereunder) shall be deemed to relieve Buyer or any successor party from any obligations under this Agreement with respect to the completion of the development of the Project with respect to that portion of the Site which is so transferred. In addition, no attempted assignment of any of Buyer’s obligations hereunder shall be effective unless and until the successor party executes and delivers to Seller an assumption agreement in a form reasonably approved by the Seller assuming such obligations.

(c) Exceptions. The foregoing prohibition shall not apply to any of the following:

(i) Any mortgage, deed of trust, or other form of conveyance for financing, as provided in Section 10.3, but Buyer shall notify Seller in advance of any such mortgage, deed of trust, or other form of conveyance (but only for purposes of financing the Project).

(ii) Any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of indebtedness described in subsection (a) above, provided that the amount of indebtedness incurred in the restructuring or refinancing does not exceed the outstanding balance on the debt incurred to finance the Project, including any additional costs of construction, whether direct or indirect.

(iii) The conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of any easements or permits needed to facilitate the Site’s development.

(iv) A sale or Transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

(v) A conveyance of the Site to any entity Buyer Affiliate. “Buyer Affiliate” shall mean any entity which owns or controls Buyer, to any entity owned or controlled by Buyer, to any entity owned or controlled by or affiliated with any entity which owns or controls Buyer, or to any entity resulting from a consolidation, or to the surviving entity in case of a merger, to which consolidation or merger Buyer shall be a party, or to an entity to which all or substantially all of the assets of Buyer have been sold.

(vi) Transfers of ownership or control interest between members of Buyer’s immediate family, or transfers to a trust, testamentary or otherwise, in
which the beneficiaries are limited to members of the Buyer’s immediate family, or among the entities constituting Buyer.

(d) **Ground Leases & Individual Unit Purchases.** Buyer may enter into ground lease conveyances to a ground lessee or individual commercial/industrial unit purchases to implement the Project subject to all provisions of this Section 10.1.

(e) **Release Of Buyer.** Seller’s consent to a Transfer shall not be deemed to release Buyer of liability for performance under this Agreement unless such release is specific and in writing executed by Seller, which release shall not be unreasonably withheld. Upon the written consent of Seller to the complete assignment of this Agreement and the express written assumption of the assigned obligations of Buyer under this Agreement by the assignee, Buyer shall be relieved of its legal duty from the assigned obligations under this Agreement, except to the extent Buyer is in default under the terms of this Agreement prior to said Transfer.

(f) **Buyer To Pay Transfer Costs.** Buyer will pay Seller its reasonable expenses for attorneys’ fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any Transfer.

(g) **Termination; Lease Provisions.** The Transfer restriction in this Section 10.1 terminates upon the recordation of the Notice of Completion for the entire Project.

10.2 **Scope Of Development & Schedule Of Performance.** The Site shall be developed by Buyer as provided in the Buyer’s scope of development and conceptual plans (Exhibit "B") and the plans and permits approved by the City pursuant to Section 10.4. Notwithstanding any other provision set forth in this Agreement to the contrary, in the event of any conflict between the narrative description of the Project in this Agreement (including Exhibit "B") and the approved plans and permits, the approved plans and permits shall govern.

(a) **Critical Construction Deadlines.** Once construction is commenced, it shall be diligently pursued to completion, and shall not be abandoned for more than thirty (30) consecutive days, except when due to an Enforced Delay (Section 11.5 hereof). Buyer shall keep the Seller informed of the progress of construction and submit to the Seller written reports of the progress of the construction when and in the form requested by the Seller. The parties shall begin and complete all plans, reviews, construction and development specified in the Scope of Development within the times specified in the Schedule of Performance or such reasonable extensions of said dates as may be mutually approved in writing by the parties. Project construction shall proceed generally within the times specified in the Schedule of Performance (Exhibit "E") or such reasonable extensions of said dates as may be mutually approved in writing by the parties. Critical Project construction deadlines are as follows:

(i) Final map (if applicable) and Site Plan and Design Review approvals shall be completed no later than January 31, 2017.
(ii) Grading shall commence no later than six (6) months following Site Plan & Design Review Permit approvals.

(iii) Vertical construction shall commence no later than nine (9) months following Site Plan & Design Review Permit approvals.

(iv) Completion of all Project improvements no later than eighteen (18) months following Site Plan & Design Review Permit approvals.

In addition to delays in the Project deadlines as may be permitted due to Enforced Delays, it is understood that the foregoing critical deadlines are subject to all other terms and conditions set forth in this Agreement, and as will be more thoroughly set forth in the future. The critical construction deadlines may be altered or amended by written agreement signed by both Buyer and Seller. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The City Manager of Seller shall have the authority to approve extensions of time without City Council action if such extension does not exceed a cumulative total of 180 days.

(b) Truck Routes. Buyer shall make all reasonable efforts to ensure that all vehicles entering and exiting the Site shall utilize the access route at the northern corner of the Site on Vincent Avenue, and acknowledges that it must provide access to the County of Los Angeles and otherwise comply with the County’s right to utilize such access for ingress egress to County-owned properties. Additionally, all commercial trucks shall utilize traffic circulation routes as prescribed by any mitigation adopted through the approved Site Plan and Design review Permit.

(c) Use of Water. Buyer shall ensure procurement from the applicable water supplier, and use water in the amounts and manner necessary to control dust at that Site as well as any other prudent operational purpose as described by any mitigation adopted through the approved Site Plan and Design review Permit.

(d) Responding to Public Concerns. Buyer shall respond to any public complaints or concerns related to the Project via public outreach, website outreach, cooperation with the Seller, shall make a written record of all complaints received and present them to Seller within 48 hours of receiving a complaint.

(e) CEQA Compliance. The City shall be responsible for obtaining the approval of this Agreement and any future Project as required by CEQA. Without limitation of the foregoing, Buyer specifically acknowledges and agrees that Buyer shall satisfy all conditions necessary to ensure that the Project conforms to all applicable CEQA requirements.

10.3 Project Financing.

(a) Buyer Solely Responsible for Project Costs. Buyer is responsible for paying all costs for the Project unless otherwise provided herein. Project costs include the total Project construction costs, all Site preparation costs, all infrastructure costs, building
permits and development fees, all design and consultant costs, all financing costs, all fixtures and equipment for the facility, and all other costs related to the Project of any nature whatsoever.

Although the parties hereto believe that the Site is being conveyed to the Buyer at fair market value, in accordance with the May 16, 2013, appraisal report prepared by Mason & Mason, and that no financial assistance or public monies are being provided to Buyer with respect to the Project, Buyer fully accepts the risk that construction or development of the Site may qualify as a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720 et seq., ("Prevailing Wage Law"), such that it would cause Buyer to be required to pay prevailing wages for any aspect of the development. Buyer hereby represents and warrants that the Project is not subject to Prevailing Wage Law because no funding sources for the Project will trigger the application of Prevailing Wage Laws. Notwithstanding the foregoing, the Buyer fully bears any and all risk that Prevailing Wage Laws may be found to apply to the Project. To this end, Buyer acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Buyer or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law for all or any of the assistance provided hereunder, then Buyer shall indemnify, defend, and hold Seller harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The Seller makes no representation that any construction completed by Buyer is or is not subject to Prevailing Wage Law.

(b) Buyer's Financial Statements. Buyer agrees to provide the Seller with documentation and financial statements to the end of demonstrating that Buyer can fund the total projected/estimated Project costs through, cumulatively, the following sources: (i) Buyer equity, (ii) private financing from financial institutions, and/or (iii) financing provided through foreign investment via the USCIS-administered Immigrant Investor Program, also known as the "EB-5" program, or (iv) other reliable funding sources. To this end, no later than the Close of Escrow, Buyer agrees to deliver to Seller, for Seller's approval, financial statements which, in the opinion of Seller, demonstrate that Buyer has the financial capability to undertake the development provided herein. Such financial statements shall include statements from financial institutions with whom Buyer conducts business evidencing their willingness to provide the financing required hereunder. If Buyer elects to self-fund the construction of the Project, Buyer may satisfy this obligation by providing Seller with a letter evidencing approval of the Project by the relevant parties on behalf of Buyer along with an explanation of facts demonstrating Buyer's ability to self-fund the Project. Equity commitment by the Buyer may be in the form of letters of intent from credit worthy investors.
(c) Obtaining Construction & Permanent Loans. Should Buyer choose to utilize any financing towards Project completion ("Buyer Financing"), Buyer agrees to deliver to Seller and obtain the approval of Seller of irrevocable written commitments from financial institutions licensed to do business in California and acceptable to the Seller ("Lender") agreeing to make a construction loan and a permanent loan to Buyer and secured by a First Deed of Trust (said commitment and loan are sometimes referred to collectively as the "Loan"). The amount of the commitment shall include all consultant and loan fees, "points," commissions, charges, furnishings, fixtures, taxes, interest start-up and other costs and expenses in an amount not less than the total Project construction contract and costs.

Buyer covenants and agrees to take all action, furnish all information, give all consents and pay all sums required to keep said commitment and Loan in full force and effect and shall comply with all conditions thereof, and shall promptly execute, acknowledge and deliver all loan applications, credit applications and data, financial statements, and loan documents in connection therewith, and shall actually draw upon and utilize the full amount of said Loan only for financing the cost of the Project.

(d) Seller Approval Of Lender. Buyer shall not enter into any conveyance for financing without the prior written approval of Seller. Seller's written approval or disapproval shall not be unreasonably withheld or delayed. Seller's review of the Lender shall be limited to the question of whether or not said Lender is a qualified and responsible financial or lending institution or other acceptable entity or person capable of performing its obligations under the Loan.

10.4 Project Plans, Final Building Plans.

(a) Proposed Project's Consistency With Plans and Codes. Seller warrants and represents that the City of Irwindale General Plan and Zoning Ordinance permit Seller's proposed development, and construction, operation, and use of the Site as provided in this Agreement, including without limitation the Project as described in Exhibit "B", subject only to (i) approval of this Agreement and the proposed Project pursuant to Government Code § 52201, (ii) those development approvals yet to be obtained, including site plan review, and (iii) City of Irwindale review and approval of a Final Map for the Project, and (iv) those entitlements required under Section 5.1(b)(v) hereof. It is expressly understood by the parties hereto that Seller makes no representations or warranties with respect to approvals required by any other governmental entity or with respect to approvals hereinafter required from City. The City and any other governmental body with jurisdiction over the Project reserve full police power authority over the Project. However, Seller shall reasonably cooperate with Buyer in procuring the foregoing approvals. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

(b) Evolution Of Development Plan. The general scope of development is described in Exhibit "B". On or before commencement of any Project construction,
Buyer must submit to the Seller preliminary, and thereafter final, drawings and specifications for development of the Project in accordance with the City’s requirements. The term preliminary and final drawings shall be deemed to include site plans, building plans and elevations, grading plans, if applicable, landscaping plans, parking plans, material pallets, a description of structural, mechanical, and electrical systems, the Final Map and all other plans, drawings and specifications. Final drawings will be in sufficient detail to obtain a building permit. Said plans, drawings and specifications shall be consistent with the Concept Plans (Exhibit “B”) and the various development approvals referenced hereinabove, except as such items may be amended by Seller and Buyer in writing. Plan submissions shall be progressively more detailed and will be approved if a logical evolution of plans, drawings or specifications previously approved.

(c) Buyer Efforts To Obtain Approvals. Buyer shall exercise its commercially reasonable efforts to timely submit all documents and information necessary to obtain all development and building approvals from the City in a timely manner. Not by way of limitation of the foregoing, in developing and constructing the Project, Buyer shall comply with all applicable development standards in the City of Irwindale Municipal Code and shall comply with all building codes, landscaping, signage, and parking requirements, except as may be permitted through approved variances and modifications.

(d) Disapproval. The Seller shall reasonably approve or disapprove any submittal made by Buyer pursuant to this Section within sixty (60) business days after such submittal. All submittals made by Buyer shall note the 60-business day time limit, and specifically reference this Agreement and this Section. Any disapproval shall state in writing in reasonable detail the reason for the disapproval and the changes which the Seller requests be made. Buyer shall make the required changes and revisions and resubmit for approval as soon as is reasonably practicable but no more than thirty (30) business days of the date of disapproval. Thereafter, Seller shall have an additional ten (10) business days for review of the re-submittal, but if the Seller disapproves the re-submittal, then the cycle shall repeat, until the Seller’s approval has been obtained. If Buyer desires to make any substantial change to approved working drawings, Buyer shall submit the proposed change to Seller for approval. If the drawings as modified by the proposed change conform to this Agreement and the Concept Plans (Exhibit “B”), City of Irwindale design criteria applicable to the Site, and all other applicable City of Irwindale regulations, Seller shall approve the change and Seller shall notify Buyer of its approval or disapproval in writing within thirty (30) business days after submission of such proposed change.

Seller's Community Development Director or designee shall have authority to determine on behalf of Seller if a proposed revision or change to any plans, drawings, or other documents previously approved by Seller is a substantial change requiring further City approval. If the Community Development Director or his/her designee determines that the proposed revision or change is not substantial, no approval by City of such revision or change will be necessary. Seller shall reasonably approve or disapprove the plans, drawings and related documents referred to in this Section 10.4.
within the times stated in foregoing paragraph of this subpart (d). However, to the extent that Buyer proposes substantial revisions or changes to any plan, drawing, or other document previously approved by Seller, Buyer acknowledges that such substantial revision will require review by the City Council or such other legislative body(ies) as may be applicable and, in such circumstance, Buyer agrees to waive the time frames set forth herein if necessary. City's review is intended to insure that the plans, drawings and related documents are consistent with the Project concept (Exhibit "B"). Any disapproval shall state in writing the reasons for disapproval and the changes which Seller requests to be made. Such reasons and such changes must be consistent with the Project concept (Exhibit "B") and any items previously approved or deemed approved hereunder. Buyer, upon receipt of a disapproval based upon powers reserved to Seller hereunder, shall revise the plans, drawings and related documents, and shall resubmit to Seller as soon as possible after receipt of the notice of disapproval; provided that in no case shall Seller be entitled to require changes which are inconsistent with the Project scope and concept (Exhibit "B"), the most recently-applicable, previously-approved or deemed-approved items.

During the preparation of all drawings and plans, the parties shall hold regular progress meetings to coordinate the preparation of, submission to, and review of construction plans and related documents by Seller. If any substantial revisions or corrections of plans approved by Seller shall be required by any government official, agency, department or bureau having jurisdiction, or any lending institution involved in financing, the parties shall cooperate in efforts to develop a mutually acceptable alternative.

10.5 Applicable Laws. Buyer shall carry out the construction of the Project improvements in conformity with all applicable laws, including all applicable federal and state labor laws.

10.6 Anti-Discrimination During Construction. Buyer, for himself and his successors and assigns, agrees that in the construction of the improvements to be constructed by Buyer, it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, ancestry or national origin.

10.7 County Solid Waste Materials Fee. Filling operations undertaken as part of the Remediation Work will utilize clean soil materials only and no recycled or crushed concrete will be imported and/or exported to/from the Site. As such, the parties believe that the Project is not subject to the Waste Discharge Permit fee requirements of the RWQCB, or County of Los Angeles, as may be applicable, or any other waste discharge-related fees (collectively “Discharge Fee”) insofar as no “Solid Waste Materials, as that term is defined (copied below) in the Los Angeles County Code, section 20.88.020 H, will be imported at the Site. To this end, Buyer shall indemnify and defend the City for the cost of any Discharge Fees imposed by any regulatory authority pertaining to the Project as a result of the determination, if any, that the fill used in the fill operation contains waste, reused or recycled materials. Should there be a determination that Discharge Fees apply on another basis, the Seller, at its cost, will participate with Buyer in the joint defense of an action for
collection (or challenge to the imposition) of the Discharge Fee. Solid Waste Materials are defined in Los Angeles County Code, section 20.88.0-20(H) as:

"Solid Waste" means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes.

Notwithstanding the foregoing, Buyer is aware that City, Seller and Dispatch are litigating the application of the Discharge Fee against Los Angeles County, per City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency, et al. v. County of Los Angeles, et al, (Los Angeles Sup. Ct. Case No. BS148777). Buyer acknowledges that an adverse ruling could result in application of the Discharge Fee to the Site, and hereby agrees to indemnify, defend, and hold Seller harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such Discharge Fees and costs arising from the application of such Fees to the Site and Residential Area.

10.8 Rights Of Holders Of Approved Security Interests In Site.

(a) Definitions. As used in this Section, the term "mortgage" shall mean a leasehold mortgage and include any mortgage, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing. The term "holder" shall include the holder of any such mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing.

(b) No Encumbrances Except Mortgages To Finance The Project. Notwithstanding the restrictions on transfer in Section 11.1, mortgages required for any reasonable method of financing of the construction of the Project improvements are permitted before issuance of a Certificate of Completion but only for the construction of Project improvements thereon, and for any other expenditures necessary and appropriate to develop the Site under this Agreement, or for restructuring or refinancing any of same, so long as the refinancing does not exceed the then-outstanding balance of the existing financing. The Buyer (or any entity permitted to acquire title under this Section) shall notify the Seller in advance of any mortgage, if the Buyer or such entity proposes to enter into the same before issuance of the Certificate of Completion. The Buyer or such entity shall not enter into any such conveyance for financing without the prior written approval of the Seller as provided in Section 10.1. Any lender approved by the Seller pursuant to Section 10.1 shall not be bound by any amendment, implementation, or modification to this Agreement subsequent to its approval without
such lender giving its prior written consent thereto. In any event, the Buyer shall promptly notify the Seller of any mortgage, encumbrance, or lien that has been created or attached thereto prior to issuance of a Certificate of Completion, whether by voluntary act of the Buyer or otherwise.

(c) _Buyer’s Breach Shall Not Defeat Mortgage Lien._ Buyer’s breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the Site, or any part thereof or interest therein, but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage of the Site whose interest is acquired by foreclosure, trustee’s sale or otherwise.

(d) _Holder Not Obligated To Construct Or Complete Improvements._ The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the Project improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

(e) _Notice Of Default To Mortgagee, Deed Of Trust Or Other Security Interest Holders._ Whenever Seller shall deliver any notice or demand to Buyer with respect to any breach or default by Buyer hereunder, Seller shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to Seller therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the holder unless such notice is given.

(f) _Right To Cure._ Each holder (insofar as the rights of Seller are concerned) shall have the right, at its option, within ninety (90) days after the receipt of the notice, to:

(i) Obtain possession, if necessary, and to commence and diligently pursue said cure until the same is completed, and

(ii) Add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that in the case of a default which cannot with diligence be remedied or cured within such ninety (90) day period, such holder shall have additional time as reasonably necessary to remedy or cure such default.

In the event there is more than one such holder, the right to cure or remedy a breach or default of Buyer under this Section shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of Buyer under this Section.
No holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first having expressly assumed Buyer’s obligations to Seller by written agreement satisfactory to Seller with respect to the Site or any portion thereof in which the holder has an interest. The holder must agree to complete, in the manner required by this Agreement, the improvements to which the lien or title of such holder relates, and submit evidence satisfactory to the Seller that it has the qualifications and financial responsibility necessary to perform such obligations. Any holder properly completing such improvements shall be entitled, upon written request made to Seller, to a Certificate of Completion from Seller.

(g) Seller’s Rights Upon Failure Of Holder To Complete Improvements. In any case where one hundred eighty (180) days after default by Buyer in completion of construction of Project improvements under this Agreement, the holder of any mortgage creating a lien or encumbrance upon the Site or improvements thereon has not exercised the option to construct afforded in this Section or if it has exercised such option and has not proceeded diligently with construction, Seller may, after ninety (90) days’ notice to such holder and if such holder has not exercised such option to construct within said ninety (90) day period, purchase the mortgage, upon payment to the holder of an amount equal to the sum of the following:

(i) The unpaid mortgage debt plus any accrued and unpaid interest (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings, if any);

(ii) All expenses, incurred by the holder with respect to foreclosure, if any;

(iii) The net expenses (exclusive of general overhead), incurred by the holder as a direct result of the ownership or management of the Site, such as insurance premiums or real estate taxes, if any;

(iv) The costs of any improvements made by such holder, if any; and

(v) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence to the date of payment by the Seller.

In the event that the holder does not exercise its option to construct afforded in this Section, and Seller elects not to purchase the mortgage of holder, upon written request by the holder to Seller, Seller agrees to use reasonable efforts to assist the holder selling the holder’s interest to a qualified and responsible party or parties (as determined by Seller), who shall assume the obligations of making or completing the improvements required to be constructed by Buyer, or such other improvements in their stead as shall be satisfactory to Seller. The proceeds of such a sale shall be
applied first to the holder of those items specified in subparagraphs (i) through (v) listed hereinabove, and any balance remaining thereafter shall be applied as follows:

(i) First, to reimburse Seller for all costs and expenses actually and reasonably incurred by Seller, including but not limited to payroll expenses, management expenses, legal expenses, and others.

(vi) Second, to reimburse Seller for all payments made by Seller to discharge any other encumbrances or liens on the Site or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due, to obligations, defaults, or acts of Buyer, its successors or transferees.

(vii) Third, any balance remaining thereafter shall be paid to Buyer.

(h) Right Of Seller To Cure Mortgage, Deed Of Trust Or Other Security Interest Default. In the event of a default or breach by Buyer (or entity permitted to acquire title under this Section) of a mortgage prior to the issuance by Seller of a Certificate of Completion for the Site or portions thereof covered by said mortgage, and the holder of any such mortgage has not exercised its option to complete the development, Seller may cure the default prior to completion of any foreclosure. In such event, Seller shall be entitled to reimbursement from Buyer or other entity of all costs and expenses incurred by Buyer in curing the default, including legal costs and attorneys’ fees, which right of reimbursement shall be secured by a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be subject to:

(i) Any mortgage for financing permitted by this Agreement; and

(ii) Any rights or interests provided in this Agreement for the protection of the holders of such mortgages for financing;

provided that nothing herein shall be deemed to impose upon Seller any affirmative obligations (by the payment of money, construction or otherwise) with respect to the Site in the event of its enforcement of its lien.

(i) Right Of The Seller To Satisfy Other Liens On The Site After Conveyance Of Title. After the conveyance of title and prior to the recordation of a Certificate of Completion for construction and development of the Project, and after the Buyer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Site or any portion thereof, the Seller shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require the Buyer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Buyer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Site or any portion thereof to forfeiture or sale.

(j) Minor Amendments. Seller’s City Manager shall be authorized to approve and execute minor non-substantive amendments to this Agreement as may be requested
by Buyer’s lender in relation to the protection of such lender’s security interest in the Site, without formal approval of Seller’s legislative body.

10.9 Certificate(s) Of Occupancy & Certificate Of Completion.

(a) Certificate(s) Of Occupancy. It is anticipated that some portions the commercial/industrial Project elements might be suitable for occupation and the carrying-on of business prior to actual completion of all Project improvements. When the Project has been constructed to such a point that any commercial Project improvements can be safely opened for business (in compliance with all applicable codes, permit requirements and local agency regulation) without any interference by further Project activities, the Buyer shall request from the City a Certificate of Occupancy for all the completed improvements. The issuance of such Certificate of Occupancy shall be in the sole discretion of the City and based on its review of the existing Project improvements versus those improvements that will be required for full Project completion, determination of whether further Project activities will unreasonably or harmfully interfere with the ongoing business activities upon a particular area opened for business, and whether the issuance of a Certificate of Occupancy will comply with all codes, permit conditions and local agency regulations. Seller shall not unreasonably withhold a Certificate of Occupancy.

Upon issuance of a Certificate of Occupancy, Buyer's tenants shall promptly open for business to the public. The Buyer shall exert all reasonable efforts to keep the business open for business to the public during regular and customary business hours despite any ongoing Project activities. Buyer shall reasonably coordinate any ongoing Project activities with business hours in order to minimize any interference between the Project and the business. Such efforts to be undertaken by Buyer shall include, without limitation, the undertaking of Project activity during hours other than regular and customary business hours and the phasing of the Project such that Project activities continuing after the issuance of the Certificate of Occupancy will be in locations other than areas open to the public.

(b) Certificate(s) Of Project Completion. Upon the completion of all Project construction required to be completed by Buyer on the Site pursuant to the terms of this Agreement, Seller shall furnish Buyer with the Certificate of Completion in a form acceptable to Seller, upon written request therefore by Buyer. The Certificate of Completion shall be executed and notarized so as to permit it to be recorded in the Office of the Recorder of Los Angeles County.

(i) A Certificate of Completion shall be, and shall state that it constitutes, conclusive determination of satisfactory completion of the construction and development of the improvements required by this Agreement upon the Site and of full compliance with the terms of this Agreement with respect thereto.

(ii) After the issuance of a Certificate of Completion, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the
Site shall not (because of such ownership, purchase, lease, or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by the covenants, encumbrances, and easements contained in the Deed and the CC&Rs.

(iii) Seller shall not unreasonably withhold a Certificate of Completion. If Seller refuses or fails to furnish a Certificate of Completion within thirty (30) days after written request from Buyer or any entity entitled thereto, Seller shall provide a written statement of the reasons Seller refused or failed to furnish a Certificate of Completion. The statement shall also contain Seller’s opinion of any further action Buyer must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, or other minor so-called “punch list” items, Seller will issue its Certificate of Completion upon the posting of a bond or other security reasonably acceptable to Seller by Buyer with Seller in an amount representing one hundred fifty percent (150%) of the fair value of the work not yet completed.

(iv) A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Buyer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Certificate of Completion is not notice of completion as referred to in the California Civil Code § 3093. Nothing herein shall prevent or affect Buyer’s right to obtain a Certificate of Occupancy from the Seller before the Certificate of Completion is issued.

10.10 Use of the Site & Project; CC&Rs.

(a) Use For Light Industrial/Commercial Uses. The Buyer covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction and thereafter, that the Buyer and such successors and such assigns shall devote the Site to the uses specified therefore in the Project concept plan (Exhibit “B”) or any other plans as may be approved by the City. Exhibit “B” includes a well-defined architectural concept for the Project showing vehicular circulation and access points, amounts and location of parking, location and size of all buildings (including height and perimeter dimensions) pedestrian circulation, landscaping and architectural character of the Project.

Buyer agrees to use, devote, and maintain the Site for (i) light industrial and commercial improvements on approximately two-thirds (2/3) of the easterly portion of the Site, including attendant streets, lighting, landscaping and other public improvements, and (ii) aesthetic landscaping in the Residential Buffer to be maintained in such a manner as to effectively and attractively screen the Residential Area from visual, noise and dust impacts associated with the Project. Concept plans for the Buyer’s proposed landscaping in the Residential Buffer are attached hereto at Exhibit “B”. Buyer shall maintain all landscaping in the Residential Buffer at its sole cost and
expense in a manner so as to allow for an attractive, seamless and efficient tie to the Residential Area.

In order to maintain these Site uses, Covenants, Conditions & Restrictions ("CC&Rs") shall be recorded upon the Site by Buyer and Seller prior to the occupancy of any Project building. The CC&R’s, in addition to Seller’s normal commercial/industrial restrictions, shall include provisions making Seller a party with enforcement rights, and shall include for maintenance of the Site, non-discrimination, transfer restrictions and other provisions consistent with the Project approvals and this Agreement. The CC&Rs shall be subject to the approval of the City which will not unreasonably withhold its consent and shall be in a form substantially similar to that at Exhibit “D” hereto. Buyer acknowledges that the Site shall become subject to the CC&Rs upon Seller’s execution and recordation of the CC&Rs and Buyer will comply with all of the terms and conditions contained in the CC&Rs.

(b) Maintenance Of Improvements. Buyer covenants and agrees for itself, its successors and assigns, and every successor in interest to the Site or any part thereof, that, after Closing of Escrow, the Buyer shall be responsible for maintenance of all improvements that may exist on the Site, as the case may be, from time to time, including without limitation buildings, parking lots, lighting, signs, and walls, in first class condition and repair, and shall keep the Site, including the Residential Buffer, free from any accumulation of debris or waste materials. The Seller shall also maintain all landscaping required pursuant to Seller’s approved landscaping plan in a healthy condition, including replacement of any dead or diseased plants. The foregoing maintenance obligations shall run with the land and thereby become the obligations of any transferee of the Site or any portion thereof, and such obligations are set forth in the CC&Rs. Buyer hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City of Irwindale that would otherwise apply, except as specified in said CC&Rs.

(c) Covenants Run With Land; Effect Of CC&Rs. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in the Site, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law. Each covenant to do or refrain from doing some act on the Site hereunder (i) is for the mutual benefit of and is a mutual burden upon the Site and surrounding City-owned streets, sidewalks, and other public lands, (ii) runs with such lands, and (iii) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other person succeeding to an interest in such lands.
Seller is deemed a beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land, including the CC&Rs, for and in their own right for the purposes of protecting the interests of the community in whose favor and for whose benefit the covenants running with the land have been provided. The covenants in favor of Seller shall run without regard to whether Seller has been, remains or is an owner of any land or interests therein in the Site. Seller, and any of its related government entities or subdivisions, shall have the right, if any of the covenants set forth in this Agreement or the CC&Rs are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled. With the exception of a government entity related to, or designated by the City, no other person or entity shall have any right to enforce the terms of this Agreement or the CC&Rs under a theory of third-party beneficiary or otherwise.

11. DEFAULTS; ENFORCEMENT.

11.1 Defaults & Right To Cure. A "Non-Defaulting Party" in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other party ("Defaulting Party") to perform any material duty or obligation of said Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in "Default" under this Agreement, if said breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such breach or failure within sixty (60) days after the date of such notice ("Cure Period"). However, if such non-monetary breach or failure cannot be cured within such Cure Period, and if and, as long as the Defaulting Party does each of the following:

a. Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted Default is not curable within the sixty (60) day period;

b. Notifies the Non-Defaulting Party of the Defaulting Party's proposed course of action to cure the Default;

c. Promptly commences to cure the Default within the sixty (60) day period;

d. Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

e. Diligently prosecutes such cure to completion.

Then the Defaulting Party shall not be deemed in breach of this Agreement.

11.2 Legal Actions.

(a) Institution Of Legal Actions. In addition to any other rights or remedies, and subject to the requirements of Section 11.1, either party may institute legal action to
cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other legal or equitable remedy consistent with the purpose of this Agreement, including the remedy of specific performance. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

(b) Applicable Law & Forum. The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles.

(c) Acceptance Of Service of Process. In the event that any legal action is commenced by Buyer against Seller, service of process on Seller shall be made by personal service upon the City Manager, or in such other manner as may be provided by law. In the event that any legal action is commenced by Seller against Buyer, service of process on Buyer shall be made in such manner as may be provided by law and shall be valid whether made within or without the State of California.

11.3 Rights & Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

11.4 Waiver. Except as otherwise provided in this Agreement, waiver by either party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

11.5 Enforced Delays; Extension Of Times of Performance. Time is of the essence in the performance of this Agreement. Notwithstanding the foregoing, in addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; delays of any contractor, subcontractor or supplier; acts of the other party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of Seller shall not excuse performance by Seller); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. In the event of such a delay (herein "Enforced Delay"), the party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the Enforced Delay.
Delay, and shall commence to run from the time of the commencement of the cause, provided notice by the party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause. Failure to provide such notice shall constitute a waiver of the claim. The following shall not be considered as events or causes beyond the control of Buyer, and shall not entitle Buyer to an extension of time to perform: (i) Buyer’s failure to obtain financing for the Project, and (ii) Buyer’s failure to negotiate agreements with prospective users for the Project or the alleged absence of favorable market conditions for such uses.

Times of performance under this Agreement may also be extended by mutual written agreement by Seller and Buyer. The City Manager of Seller shall have the authority on behalf of Seller to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days with respect to the development of the Site.

12. MISCELLANEOUS.

12.1 Brokerage Commissions. Buyer and Seller each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

12.2 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, transferees, successors and assigns. The transfer of all or any part of the interest of any party hereunder in the Site shall not release Seller of its obligations under this Agreement.

12.3 Time of Essence. Time is of the essence in this Agreement and with respect to each covenant and condition hereof. Buyer and Seller each specifically agrees to strictly comply and perform its obligations herein in the time and manner specified and waives any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

12.4 Time Period Computations. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and California state or national holidays unless the reference is to business days, in which event such weekends and holidays shall be excluded in the computation of time and provide that if the last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or California state or national holiday, such act or notice shall be deemed to have been timely performed or given on the next succeeding day which is not a Saturday, Sunday or California state or national holiday.

12.5 Qualification; Authority. Each individual executing this Agreement on behalf of a partnership or corporation represents and warrants that such entity is duly formed and authorized to do business in the State of California and that he or she is duly authorized to
execute and deliver this Agreement on behalf of such partnership or corporation in accordance with authority granted under the formation documents of such entity, and, if a corporation, by a duly passed resolution of its Board of Directors, that all conditions to the exercise of such authority have been satisfied, and that this Agreement is binding upon such entity in accordance with their respective terms. Upon request of either party, Escrow Holder or Title Company, Buyer and Seller agree to deliver such documents reasonably necessary to evidence the foregoing.

12.6 Attorneys' Fees. In the event of any dispute between the parties hereto arising out of the subject matter of this Agreement or the Escrow, or in connection with the Site, the prevailing party in such action shall be entitled to have and to recover from the other party its actual attorneys' fees and other expenses and costs in connection with such action or proceeding (including expert witness fees) in addition to its recoverable court costs.

12.7 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

12.8 No Waiver. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

12.9 Modifications. Except as otherwise specified herein, any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

12.10 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.11 Merger of Prior Agreements and Understandings. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous
agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

12.12 Covenants to Survive Escrow. The covenants and agreements contained herein shall survive the Close of Escrow and, subject to the limitations on assignment contained in Article 10 above, shall be binding upon and inure to the benefit of the parties hereto and their representatives, heirs, successors and assigns.

12.13 Consent of Parties. Whenever by the terms of this Agreement the consent or approval of Buyer or Seller is to be given, such consent or approval shall be evidenced by the signature of one person designated for such purpose. Such designated persons may be changed by the party so designating at any time by the delivery of a written notice to the other party.

12.14 No Withholding Because Non-Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or any out-of-state seller under California Revenue and Tax Code Section 18862 and that is will deliver to Buyer on or before the Close of Escrow (i) a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulation promulgated thereunder and (ii) a California Form 590.

12.15 Execution in Counterpart. This Agreement and any modifications, amendments or supplements thereto may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

12.16 Notices. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and shall be effective (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto:

To Buyer: M&A Gabae
9034 West Sunset Blvd
West Hollywood, CA 90069
Attention: Mark Gabay
To Seller: City of Irwindale  
5050 N. Irwindale Ave.  
Irwindale, CA 91706  
Attention: City Manager

Copy to: Aleshire & Wynder, LLP  
18881 Von Karman Ave., Ste. 1700  
Irvine, CA 92612  
Attn: Fred Galante, Esq.  
Facsimile: 949-223-1180

Escrow Holder: At the above stated address.

12.17 Ex Libris. Exhibits “A” through “F”, inclusive are attached hereto and incorporated herein by this reference. The Exhibits are as follows:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Legal Description of Site</td>
</tr>
<tr>
<td>B.</td>
<td>Project Scope, Concept Plans, Etc.</td>
</tr>
<tr>
<td>C.</td>
<td>Grant Deed</td>
</tr>
<tr>
<td>D.</td>
<td>Form of CC&amp;Rs</td>
</tr>
<tr>
<td>E.</td>
<td>Schedule of Performance</td>
</tr>
<tr>
<td>F.</td>
<td>Consent to Agreement for Purchase, Sale and Development of Real Property</td>
</tr>
</tbody>
</table>

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

"BUYER"

M&A GABAEE
A California limited Partnership

By: ____________________________
Mark Gabay, Managing General Partner

"SELLER"

CITY OF IRWINDALE,
A California Charter City

By: ____________________________
Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC, Deputy City Clerk

APPROVED AS TO FORM

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

AGREED AND ACCEPTED AS OF THIS ___ DAY OF _____________, 2015

FIRST AMERICAN TITLE COMPANY

By: ____________________________
Maria Martinez, Escrow Officer
777 S. Figueroa Street, 4th Floor
Los Angeles, CA 90017
Main (213) 271-1700
Fax (213) 623-4767
mariamartinez@firstam.com
EXHIBIT A

Legal Description & Depictions of Site
10 acres to be retained by City for future residential development

25.4 acres to be sold for future industrial or commercial development
EXHIBIT B

Scope of Development

Any proposed future project shall be consistent with the City's General Plan and Zoning Code. The "Project" to be developed on the Site, when submitted at a future date, shall be light industrial and/or commercial in nature and shall include improvements to enhance the aesthetics of the surrounding neighborhood and protect the residential uses; improvements shall include but not be limited to, attendant streets, lighting, landscaping, decorative perimeter walls, and other public improvements. The Project shall include a landscaped "buffer area" ("Residential Buffer") to separate the Project's industrial components from the residential areas.

Since a project has yet to be identified and submitted for review, project impacts cannot be identified at this time. Therefore, any proposed future project on this property shall comply with the requirements of the California Environmental Quality Act through the preparation of an Initial Study that may result in the preparation of a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report."
EXHIBIT C

Form of Grant Deed
Deed

FREE RECORDING REQUESTED BY
City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, California 91706

AND WHEN RECORDED MAIL THIS DEED
AND TAX STATEMENTS TO:

Seventh Street Development, Inc.
3780 Kilroy Airport Way, Suite 520
Long Beach, CA 90806
Attn: Craig Furniss

Seventh Street Development, Inc.
3780 Kilroy Airport Way, Suite 520
Long Beach, CA 90806
Attn: Craig Furniss

Seventh Street Development, Inc.
3780 Kilroy Airport Way, Suite 520
Long Beach, CA 90806
Attn: Craig Furniss

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF IRWINDALE, a California municipal corporation as Successor Agency to the Irwindale Community Redevelopment Agency ("Grantor"), hereby grants to Seventh Street Development, Inc., a California corporation ("Grantee"), the real property located in the City of Irwindale, County of Los Angeles, State of California, as more particularly described in Attachment I attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf as of the date written below.

CITY OF IRWINDALE,
a California municipal corporation,
Successor Agency to the Irwindale Community Redevelopment Agency

______________________________
Mayor

ATTEST:

______________________________
City Clerk

MAIL TAX STATEMENTS AS DIRECTED ABOVE

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

______________________________
Fred Galante, City Attorney
Attachment 1 to Grant Deed

Legal Description of the Property
EXHIBIT D

Form of CC&Rs
## EXHIBIT E

### Schedule of Performance

<table>
<thead>
<tr>
<th>Item To Be Performed</th>
<th>Time For Performance</th>
<th>Agreement Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Purchaser executes and delivers Purchase, Sale &amp; Development Agreement (“PSDA”) to Seller</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Purchaser provides Seller with financial commitments to finance the Project</td>
<td>Within the Contingency Period</td>
<td>10.3</td>
</tr>
<tr>
<td>3. Seller approves or disapproves financial commitments to finance the Project</td>
<td>Within 10 days of receipt of evidence of Purchaser’s financial commitments</td>
<td>10.3</td>
</tr>
<tr>
<td>4. Seller approves or disapproves PSDA and, if approves, executes PSDA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Open Escrow</td>
<td>Within 3 days after execution of PSDA by Seller</td>
<td>2</td>
</tr>
<tr>
<td>6. Seller delivers to Purchaser Title Insurance Commitment and Title Documents</td>
<td>Within 5 days after Seller execution of PSDA</td>
<td>5</td>
</tr>
<tr>
<td>7. Purchaser approves or disapproves title exceptions</td>
<td>Within 30 days after delivery to Purchaser of Title Documents</td>
<td>5</td>
</tr>
<tr>
<td>8. Seller delivers notice to Purchaser as to whether it will cure disapproved exceptions</td>
<td>Within 10 days after receipt of Purchaser’s notice</td>
<td>5</td>
</tr>
<tr>
<td>9. Purchaser submits land use entitlement applications for review, including site plans, floor plan, building elevations, materials board, and conceptual landscaping plan, and other discretionary actions for public hearing</td>
<td>Within 60 days after Close of escrow</td>
<td>10.2</td>
</tr>
<tr>
<td>10. City Planning Commission approves or disapproves Purchaser’s application for Approvals</td>
<td>Within 270 days of Purchaser’s submittal of applications for Approvals</td>
<td>10.2</td>
</tr>
<tr>
<td>11. City Council approves or disapproves Purchaser’s application for Approvals</td>
<td>Within 60 days of Planning Commission decision</td>
<td>10.2</td>
</tr>
<tr>
<td>Item To Be Performed</td>
<td>Time For Performance</td>
<td>Agreement Reference</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>12. Purchaser prepares and submits to City construction plans, drawings and specifications prepared in accordance with City approvals</td>
<td>Within 60 days after City Council decision</td>
<td>10.2</td>
</tr>
<tr>
<td>13. Seller provides plan check comments</td>
<td>Within 60 days of Purchaser's submittal; provided that Purchaser may request expedited review subject to payment of City's standard expediting costs</td>
<td>10.2</td>
</tr>
<tr>
<td>14. Escrow Agent gives notice of fees, charges, and costs to close escrow</td>
<td>One (1) week prior to Closing</td>
<td></td>
</tr>
<tr>
<td>15. Deposits into escrow by Seller:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Executed Deed</td>
<td>On or before 1:00 p.m. on the business day preceding the Closing Date</td>
<td>4.2</td>
</tr>
<tr>
<td>b) Payment of Seller's Share of Escrow Costs</td>
<td>On or before 1:00 p.m. on the business day preceding the Closing Date</td>
<td></td>
</tr>
<tr>
<td>c) Taxpayer ID Certificate</td>
<td>On or before 1:00 p.m. on the business day preceding the Closing Date</td>
<td></td>
</tr>
<tr>
<td>d) FIRPTA Certificate</td>
<td>On or before 1:00 p.m. on the business day preceding the Closing Date</td>
<td></td>
</tr>
<tr>
<td>16. Deposits into escrow by Purchaser:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) The Deposit</td>
<td>Within 5 days after execution of PSDA</td>
<td>3.1</td>
</tr>
<tr>
<td>b) The Purchase Price</td>
<td>On or before 1:00 p.m. on the business day preceding the Closing Date</td>
<td>2.3; 3.1</td>
</tr>
<tr>
<td>Item To Be Performed</td>
<td>Time For Performance</td>
<td>Agreement Reference</td>
</tr>
<tr>
<td>----------------------</td>
<td>----------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>c) Payment of Purchaser's Share of Escrow Costs</td>
<td>On or before 1:00 p.m. on the business day preceding the Closing Date</td>
<td></td>
</tr>
<tr>
<td>d) Preliminary Change of Ownership Statement</td>
<td>Prior to Closing Date</td>
<td></td>
</tr>
<tr>
<td>17. Seller or Purchaser, as case may be, may cure any condition to closing disapproved or waived; or may cure any default</td>
<td>Within 30 days after date established therefore, or date of breach, as the case may be</td>
<td></td>
</tr>
<tr>
<td>18. Close of escrow; recordation and delivery of documents</td>
<td>Within 30 days after Expiration of Contingency Period</td>
<td></td>
</tr>
<tr>
<td>19. Purchaser completes construction of a development project</td>
<td>Within 12 months after commencement of improvements, provided that Purchaser may complete project in phases consistent with market conditions.</td>
<td></td>
</tr>
</tbody>
</table>

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in 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 Purchaser and Seller. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The City Manager of Seller shall have the authority to approve extensions of time without City Council action not to exceed a cumulative total of 180 days.
EXHIBIT F

Consent to Agreement for Purchase, Sale and Development of Real Property
The Irwindale SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY met in regular session at the above time and place.

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

Also present: William Tam, Acting City Manager / Director of Public Works/City Engineer; Lona Laymon, Assistant City Attorney; Eva Carreon, Director of Finance; Anthony Miranda, Chief of Police; Gus Romo, Director of Community Development; and Laura Nieto, Deputy City Clerk

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

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

Property: 2200 Arrow Highway Negotiating Parties: Successor Agency and Athens Under Negotiation: Price and terms of sale

ACTION: Discussed; no further reportable action taken

RECONVENE IN OPEN SESSION At 7:21 p.m., the Successor Agency reconvened in Open Session.

SPONTANEOUS COMMUNICATIONS There were no speakers.

CONSENT CALENDAR

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

MINUTES

The following minutes were approved as presented:

1) Regular meeting held September 9, 2015
ITEM NO. 1B  WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

ADJOURNMENT  There being no further business to conduct, the meeting was adjourned at 7:22 p.m.

Laura M. Nieto, CMC  
Deputy City Clerk
The Irwindale SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Albert F. Ambriz, Julian A. Miranda, H. Manuel Ortiz; Mayor Mark A. Breceda

Absent: Mayor Pro Tem Manuel R. Garcia

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

RECESSION TO CLOSED SESSION

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

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

Property: 4342 Alderson Avenue
Negotiating Parties: Successor Agency and Seventh Street Development
Under Negotiation: Potential Lease Back Price and Terms

ACTION: Discussed; direction provided; no reportable action taken

RECONVENE IN OPEN SESSION

At 7:50 p.m., the Successor Agency reconvened in Open Session.

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ortiz, seconded by Councilmember Miranda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Mayor Pro Tem Garcia absent.

ITEM NO. 1A1

MINUTES

No action necessary; no minutes for approval.
ITEM NO. 1B
WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

RECESS TO CLOSED SESSION

At 7:51 p.m., the City Council recessed to Closed Session.

RECONVENE IN OPEN SESSION

At 9:29 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:30 p.m.

Laura M. Nieto, CMC
Deputy City Clerk
## Accounts Payable

**Checks by Date - Summary By Check Number**

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

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Vendor No</th>
<th>Vendor Name</th>
<th>Check Date</th>
<th>Check Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>57810</td>
<td>AZUSALW</td>
<td>Azusa Light &amp; Water</td>
<td>10/07/2015</td>
<td>42.18</td>
</tr>
</tbody>
</table>

**Report Total:** 42.18
To: Honorable Chair and Members of the Successor Agency

From: William Tam, Acting Executive Director

Issue: Amended Escrow Instructions Letter Dated October 19, 2015 for 242 Live Oak Avenue (Site No. 9 of Approved Long Range Property Management Plan)

Acting Executive Director’s Recommendation:

Receive and File attached Letter Dated October 19, 2015 addressed to Successor Agency’s escrow officer, Kelly Simoneau, of First American Title Insurance Company.

Background/Analysis:

Recently, it came to staff’s attention that the Purchase and Sale Agreement recently approved by the Successor Agency, Oversight Board, and State Department of Finance incorrectly stated that the Seller had no representation or commission owed. The attached letter is intended to correct the escrow instructions to account for the commission owed to the Successor Agency’s broker, Rosenow Spevacek Group, Inc. Since the Successor Agency had previously approved the Seller’s agreement with the broker (i.e., Agreement dated November 12, 2014 and amended June 24, 2015 attached to subject letter), no further action is necessary per Legal Counsel.

Fiscal Implications:

Not applicable.

Fiscal Impact:  
Legal Impact:  
Contact Person:  
Gus Romo, Community Development Director  
626-430-2206  
gromo@ci.irwindale.ca.us

Attachment(s):

(A) LETTER DATED OCTOBER 19, 2015 CONSENTING TO BROKER COMMISSION PAID AT ESCROW 242 LIVE OAK AVENUE, IRWINDALE (ESCROW NUMBER NCS-723166-ONT1)
October 19, 2015

Kelly Simoneau
Senior Commercial Escrow Officer
First American Title Insurance Company
National Commercial Services
3281 East Guasti Road, Suite 440, Ontario, CA 91761

LETTER CONSENTING TO BROKER COMMISSION PAID AT ESCROW
242 LIVE OAK AVENUE, IRWINDALE (ESCROW NUMBER NCS-723166-ONT1)

Dear Ms. Simoneau:

As seller of the above-referenced property, the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency hereby informs First American Title Insurance Company that we hereby consent to paying a broker commission from the proceeds of the sale of the property at 242 Live Oak Avenue to our broker, Rosenow Spevacek Group, Inc., CalBRE Corporate Brokers #01930929, ("Seller's Broker"), pursuant to the Seller's agreement dated November 12, 2014 and amended June 24, 2015, attached herewith.

We acknowledge that the corresponding Purchase and Sale Agreement incorrectly stated that the Seller had no representation or commission owed, and we wish to correct this by informing escrow that the Seller's Broker will provide an invoice for such commission not less than three (3) business days prior to the close of escrow for said commission.

Please contact the Successor Agency's Legal Counsel, Mr. Fred Galante, at (949)250-5410 should you have any questions or concerns.

Sincerely,

IRWINDALE SUCCESSOR AGENCY

William Kwok Tam
Acting City Manager/Executive Director

Enclosure: Seller's Broker Contract

cc: Mark Payne, Panattoni Development (Buyer), w/o enclosure
    Jim Simon, Rosenow Spevacek Group, Inc. (Seller's Broker), w/o enclosure
    Fred Galante, Successor Agency Legal Counsel, w/o enclosure
    Gus Romo, Community Development Director
November 13, 2014

Mr. Jim Simon
Rosenow Spevacek Group, Inc.
309 West 4th Street
Santa Ana, California 92701

Dear Mr. Simon:

Enclosed is the fully executed Contract Services Agreement for Consulting and Real Estate Broker Services, as approved by the Irwindale Successor Agency at their meeting held November 12, 2014.

Please provide the required certificates of insurance and the separate Additional Insured Endorsement Form.

Should you have any questions or require anything further, please feel free to call me at 626-430-2202.

Sincerely,

Laura M. Nieto, CMC
Deputy City Clerk

Enclosures

cc: Eva Carreon, Finance Director
    Gus Romo, Community Development Director
SUCCESSOR AGENCY TO IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

AGREEMENT FOR CONSULTING AND REAL ESTATE BROKER SERVICES

The Agreement ("Agreement") is made and entered into on this 12th day of November, 2014 between the City of Irwindale Successor Agency to the dissolved Irwindale Community Redevelopment Agency, or any assignee of its right, title, and interest in the Property (collectively, "Agency" or "Seller"), and Rosenow Spevacek Group Inc. ("Contractor") (CalBRE Corporate License No. 01930929), or any assignee of its rights hereunder (collectively "Broker") has been executed to facilitate the sale of certain real property of the Agency, and provide other real estate and redevelopment dissolution services.

Agency and Contractor/Broker, for the mutual purpose and consideration agreed to herein, as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor will provide the Agency ongoing redevelopment dissolution advisory services, real estate advisory services and real estate broker services under this scope of work. Each of these components is addressed below. As a material inducement to the Agency entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.1.1 General Redevelopment Dissolution Advisory Services.

These tasks include services to assist the Finance Director and/or Community Development Director administer the dissolution of the former Irwindale Community Redevelopment Agency, including scheduling and coordinating meetings of the Oversight Board, preparation and review of ROPS and other requisite documents for the collection of RPTTF disbursements, and responding to inquiries pertaining to non-real estate matters from the Department of Finance, State Controller's Office,
County Auditor Controller, the Oversight Board, the Agency and other agencies as may be necessary.

The costs for these services would not be offset by any broker commissions paid to the Broker as they are distinct from any real estate transactions of the Agency.

1.1.2 **Real Estate Advisory Services.**

The scope of real estate advisory services involves the preparation of property valuation analyses, assembling of appropriate due-diligence and marketing outreach materials. In addition, the engagement calls for property disposition services to include marketing the sale of the property, evaluation of purchase offer terms and conditions, and negotiations with prospective buyers, all of which to be performed in coordination with the City Attorney, City Finance, the City Clerk/Agency Secretary, the Oversight Board, the Department of Finance and escrow officers.

Up to $100,000 of the cost for these services would be offset on a prorated basis with broker commissions earned from the sale of properties listed on Attachment “1” under the broker services component of this Scope of Services.

Contractor's scope of work for the real estate advisory services include, but are not limited to, following tasks:

1.1.2.1 **Evaluation of Land Use Program(s) Sought on Subject Properties.**

Working with City Community Development staff, Contractor would develop an analysis of the potential reuse/development opportunities on each of the properties to be disposed by the Agency, including but not limited to the properties listed on Attachment “1”. As part of this effort, Contractor would analyze the potential valuation of these sites and estimate the potential number of jobs and fiscal benefits accruing to the City of Irwindale and taxing agencies on each of the properties upon their sale and development.

1.1.2.2 **Collect Preliminary Title Reports.**

Working with the title company of the Agency's choosing, Contractor would coordinate the collection of preliminary title reports for each of the subject properties. These title reports would be shared with the Agency for their files and uploading to the City's Long Range Property Management Plan webpage. Contractor anticipates collecting these reports from a title company at little or no cost to the Agency given that the title company stands to gain proceeds from the transaction closings, however these costs are not part of Contractor's budget, as is customary, so the Agency may have some additional costs outside this Scope of Services for these preliminary reports.
1.1.2.3 Coordinate Preparation of Phase I Environmental Studies.

Where not already in hand, Contractor would work with Agency staff to obtain Phase I environmental studies to assess the potential risk of hazardous materials on the site. Again, copies of the completed reports should be uploaded to the Agency's LRPMP webpage. These reports will be an important adjunct to negotiations with prospective buyers. These costs are outside the customary commission fee and would be charged separately to the Agency.

1.1.2.4 Preparation of Broker Opinion of Value.

Upon the completion of Tasks 1.1.2.1-1.1.2.3 above, Contractor will perform pricing and financial evaluations to identify the range of the indicated property value based on current comparable market conditions and available financing alternatives. The broker opinion of value will serve as a basis for setting sales prices and marketing strategies on the subject properties.

The Agency reserves the right to obtain separate MAI appraisals on any properties at its own discretion and cost.

1.1.3 Real Estate Broker Services.

In addition to the real estate advisory services tasks identified above, Contractor's Scope of Services for the Real Estate Broker Services include, but are not be limited to, the following:

1.1.3.1 Prepare Marketing Strategy and Materials.

Broker would prepare and deliver for approval a marketing strategy for each of the properties, along with a copy of the marketing materials that may be employed to solicit bids (e.g. brochure, offering memorandum, etc.). In general, these materials would describe each property, summarize the area economic and demographic conditions, identify the Agency's disposition process and requirements, and outline the proposed pricing terms and conditions, including potential public financing options, if any. It is expected that the Broker Opinion of Value and the Offering Memorandum would together comprise the marketing outreach materials for property sale. Broker would be prepared to discuss these items at a closed session of the Agency as may be needed.

1.1.3.2 Marketing Outreach and Disposition Negotiations.

Broker will coordinate with Agency staff to ensure the broadest distribution of the property sale materials to private investors, developers and the real estate broker community. This would include outreach with the Irwindale Chamber of Commerce, the San Gabriel Valley Economic Partnership, and the
Los Angeles County Economic Development Partnership (LAEDC), as well as typical broker networks.

Broker will also draft and work with the City Attorney to review and evaluate purchase offers to identify the pros and cons associated with terms and conditions of each offer, and to make recommendations as to counteroffer terms and conditions as may be appropriate.

1.1.3.3 Other Due Diligence.

Broker would coordinate with escrow agent(s), title companies, buyer representatives, and City staff for disclosure document dissemination, deposit payments, review of contingencies and/or releases, property inspections, closing, recording and other matters pertinent to the execution of purchase agreements with the Agency as an extension of staff.

1.1.3.4 Meetings.

RSG staff members will attend meetings with Agency staff as may be requested to present our findings and recommendations.

1.2 Exclusive Agent.

Agency authorizes Broker to act as the exclusive agent for the Agency in the sale of real estate comprised of land and/or improved real property located in the Agency identified in Attachment “1” (the “Property”), as may be approved by the Agency and the Oversight Board of the City of Irwindale Successor Agency. Agency is not required to sell all properties within any specified time.

1.3 No Dual Agency.

Broker agrees to represent only the Agency and shall not engage in representing any other party to a prospective sale of the properties identified herein.

1.4 Non-Circumvention.

Agency will not engage other brokers, representatives or agents of buyers without prior written authorization from Broker and, in any event, shall remain liable to pay Broker the full commission authorized and payable under Section 2 herein.

1.5 Broker's Use of Best Efforts

Unless otherwise permitted by Agency, Broker agrees to use its best efforts to represent only Agency in any negotiation or sale of land and/or improved real properties subject to this Agreement and to perform any rights and duties hereunder in compliance with the laws of the State of California.
1.6 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Agency and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.7 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Agency against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against Agency hereunder.

1.8 Familiarity with Work.

By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the Agency of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.9 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Agency, except such losses or damages as may be caused by Agency's own negligence.

1.10 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be
reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.11 Additional Services.

Agency shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Agency Council/Agency Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the terms set forth herein, but not exceeding the following maximum contract amount (collectively, the "Contract Sum"):

- General Redevelopment Dissolution Services: $25,000
- Real Estate Advisory Services: $150,000
- Real Estate Broker Services: 2.5% of Sale Price

2.2 Compensation for Dissolution and Real Estate Advisory Services.

Contractor shall charge for advisory services on a time-and-materials basis based on the following fee schedule. Invoices would be issued each month, inclusive of any reimbursable expenses charged back to the Agency.

Contractor’s billing rates and policies are set forth below:

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<th>Title</th>
<th>Rate</th>
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<td>Principal</td>
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Director $210
Senior Associate $165
Associate $150
Senior Analyst $125
Analyst $115
Research Assistant $100

Contractor shall not charge for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, Contractor may charge for messenger services, overnight shipping/express mail costs and teleconferencing services, as well as copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

Contractor issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

Real Estate Advisory Services provided to the Agency as of the date of this agreement would offset Broker commissions earned from sales of Agency property on a prorated basis (to reflect the relative amount of real estate advisory service and charges corresponding to each sale) as described below.

2.2 Method of Payments.

Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the Agency in the form approved by the Agency's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, Agency shall pay Contractor for all expenses stated thereon which are approved by Agency pursuant to this Agreement no later than the last working day of the month.

2.3 Compensation for Broker Services.

If a Purchase and Sale Agreement or similar document transferring title from the Agency to a third party (the "Purchase Agreement") for the Property is executed and recorded between Agency and Buyer, Broker shall be entitled to a real estate broker fee/commission equal to 2.5% of the Purchase Price. Agency acknowledges and agrees that the time period identified above shall be extended for any option to purchase or lease option time period agreed by and between Agency and the Buyer. The fee/commission shall be due and payable to Broker through escrow on
the date such grant deed is recorded in the Official Records. Broker expressly acknowledges and agrees that such fee/commission shall not be earned, due, or payable UNLESS AND UNTIL the grant deed or other property conveyance agreement for the Property is recorded in the Official Records in favor of the Buyer (the "Sale Date").

All real estate broker Property Sale commission amounts shall be paid to Broker by Seller through escrow pursuant to the terms of the proposed Purchase Agreement. Commissions on any properties listed on Attachment "1" shall be offset, dollar for dollar, by the fees paid to Contractor/Broker in for real estate advisory services billed to Agency on such property, not to exceed $100,000.

Should the brokerage commission for the sale of any of the properties listed on Attachment "1" be insufficient to offset the amounts billed to Agency for real estate advisory services on the same properties, Broker shall not receive further compensation for its brokerage services for such transaction and, at Agency's option, shall either (i) credit the amount that exceeds the brokerage commission on the following Property Sale or (ii) provide services to the Agency beyond those required under this Agreement of value equal to the amount exceeding the brokerage commission, or (iii) provide a credit in a manner approved by the Agency's Finance Director.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" made part of Exhibit 1, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10)
days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the Agency for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from October 22, 2014, the effective date of this Agreement, except as otherwise provided in the Schedule of Performance.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor.

The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Jim Simon, Principal
Rosenow Spevacek Group, Inc.
309 West 4th Street
Santa Ana, CA 92701-4502

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of Agency.

4.2 Contract Officer.

The Contract Officer shall be such person as may be designated by the Agency Executive Director. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by Agency to the Contract Officer. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the Agency required hereunder to carry out the terms of this Agreement.
4.3 **Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

4.4 **Independent Contractor.**

Neither the Agency nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Agency shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of Agency and shall remain at all times as to Agency a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Agency. Agency shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

5.0 **INSURANCE AND INDEMNIFICATION**

5.1 **Insurance.**

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Agency, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) **Comprehensive General Liability Insurance.** A policy of comprehensive general liability insurance written on a per occurrence basis. If the Contract Sum is $25,000.00 or less, the policy of insurance shall be written in an amount not less than either (i) a combined single limit of $500,000.00 or (ii) bodily injury limits of $250,000.00 per person, $500,000.00 per occurrence and $500,000.00 products and completed operations and property damage limits of $100,000.00 per occurrence and $100,000.00 in the aggregate. If the Contract Sum is greater than
$25,000.00 but less than or equal to $100,000.00, the policy of insurance shall be in an amount not less than either (i) a combined single limit of $1,000,000.00 for bodily injury, death and property damage or (ii) bodily injury limits of $500,000.00 per person, $1,000,000.00 per occurrence and $1,000,000.00 products and completed operations and property damage limits of $500,000.00 per occurrence and $500,000.00 in the aggregate. If the Contract Sum is greater than $100,000.00, the policy of insurance shall be in an amount not less than $5,000,000.00 combined single limit.

(b) Worker’s Compensation Insurance. A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the Agency against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of $250,000.00 per person and $500,000.00 per occurrence and property damage liability limits of $100,000.00 per occurrence and $250,000.00 in the aggregate or (ii) combined single limit liability of $500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Additional Insurance. Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the Agency, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the Agency, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to the Agency. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the Agency with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Agency.

All certificates shall name the Agency as additional insured (providing the appropriate endorsement) and shall not be cancelled without providing at least 30 days advance written notice to the Agency. The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor’s activities or the activities of any person or persons for which the Contractor is otherwise responsible.
In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

Contractor/Broker agrees to indemnify the Agency, its officers, agents and employees 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 negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor/Broker hereunder, or arising from Contractor's/Broker's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the Agency, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the Agency, its officers, agents or employees, who are directly responsible to the Agency, and in connection therewith:

(a) Contractor/Broker will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor/Broker will promptly pay any judgment rendered against the Agency, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Agency, its officers, agents, and employees harmless therefrom;

(c) In the event the Agency, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor/Broker for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor/Broker agrees to pay to the Agency, its officers, agents or employees, any and all costs and expenses incurred by the Agency, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

5.3 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements...
are waived by the Risk Manager of the Agency due to unique circumstances. In the event the Risk Manager of Agency ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Agency, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the Agency Council of Agency within 10 days of receipt of notice from the Risk Manager.

6.0 RECORDS AND REPORTS

6.1 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the Agency is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereeto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records.

Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Agency, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Agency shall have access to such records in the event any audit is required.

6.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Agency and shall be delivered to Agency upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by Agency of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor
will be at the Agency's sole risk and without liability to Contractor, and the Agency shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to Agency of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify Agency for all damages resulting therefrom.

6.4 Release of Documents.

The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. Unless otherwise prohibited by the Public Records Act, Agency agrees not to reveal confidential information as disclosed by Broker about land and/or improved real properties subject to purchase.

Broker agrees not to reveal confidential information obtained from or about Agency save and except in furtherance of the purpose of a transaction as permitted by this Agreement.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit
Agency's/Agency's or the Contractor's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 **Retention of Funds.**

Contractor hereby authorizes Agency to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Agency for any losses, costs, liabilities, or damages suffered by Agency, and (ii) all amounts for which Agency may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Agency may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Agency to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect Agency as elsewhere provided herein.

7.4 **Waiver.**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 **Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 **Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.
7.8 **Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The Agency reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 **Termination for Default of Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Agency may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Agency shall use reasonable efforts to mitigate such damages), and Agency may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the Agency as previously stated.

7.10 **Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.
8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

No officer or employee of the Agency shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Agency, to the Agency Executive Director and to the attention of the Contract Officer, CITY OF IRWINDALE, 5050 N. Irwindale Ave., Irwindale, CA 91706, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by
reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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 said party is bound.
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

AGENCY:

SUCCESSOR AGENCY TO IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

[Signature]
John Davidson
Agency Executive Director

ATTEST:

Laura Nieto, Assistant Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, Agency Counsel

CONTRACTOR:

ROSENOW SPEVACEK GROUP, INC.

By: ____________
Name: Jim Simon
Title: President

By: ____________
Name: Jim Draughon
Title: Vice President

Address: 309 West 4th Street
Santa Ana, CA 92701

[END OF SIGNATURES]
**ATTACHMENT 1**

**INVENTORY OF PROPERTIES TO BE LISTED UNDER RSG/SUCCESSOR AGENCY BROKER AGREEMENT**

<table>
<thead>
<tr>
<th>LRPMP Site #</th>
<th>APN(s)</th>
<th>Situs Address(es)</th>
<th>Lot Acres</th>
<th>Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>8417-035-902</td>
<td>15768 Arrow Hwy</td>
<td>2.53</td>
<td>C2</td>
</tr>
<tr>
<td>5</td>
<td>8619-012-908</td>
<td>16331 Arrow Hwy</td>
<td>0.87</td>
<td>M2</td>
</tr>
<tr>
<td>7</td>
<td>8417-026-900</td>
<td>4954 Azusa Canyon Rd</td>
<td>0.52</td>
<td>M1</td>
</tr>
<tr>
<td>8</td>
<td>8619-012-911</td>
<td>5257 Vincent Ave</td>
<td>2.84</td>
<td>M2</td>
</tr>
<tr>
<td>11</td>
<td>8532-004-900</td>
<td>242 Live Oak Ave</td>
<td>3.36</td>
<td>M2</td>
</tr>
</tbody>
</table>

Successor Agency's Executive Director reserves the right to expand the list of properties to be sold under this scope of work.
FIRST AMENDMENT TO AGREEMENT FOR
CONSULTING AND REAL ESTATE BROKER SERVICES
BETWEEN SUCCESSOR AGENCY TO IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY AND ROSENOW SPEVACEK GROUP

The First Amendment to the November 14, 2014 Agreement ("Amendment") is made and entered into on this 24th day of June, 2015 between the City of Irwindale Successor Agency to the dissolved Irwindale Community Redevelopment Agency, or any assignee of its right, title, and interest in the Property (collectively, "Agency" or "Seller"), and Rosenow Spevacek Group Inc. ("Contractor") (CalBRE Corporate License No. 01930929), or any assignee of its rights hereunder (collectively "Broker").

RECITALS

A. Pursuant to Assembly Bill x1 26 and Assembly Bill 1484 (together, the "Dissolution Act"), the Successor Agency to the Irwindale Community Redevelopment Agency ("Successor Agency") prepared and submitted a Long-Range Property Management Plan (LRPMP) to the State Department of Finance (DOF) delineating the Successor Agency’s proposed disposition of 25 properties transferred from the former Irwindale Community Redevelopment Agency to the Successor Agency following the February 1, 2012 dissolution of California redevelopment agencies.

B. Under the Dissolution Act, the Successor Agency has the option of: 1) selling the properties, 2) allowing the City to retain properties for economic development, or 3) transferring properties to the City as a governmental asset. The Successor Agency’s LRPMP stipulates that 18 of the 25 properties will be sold, with the remaining 7 transferred to the City as governmental assets. After extensive review, the DOF issued their approval of the LRPMP on August 8, 2014.

C. On November 12, 2014, Agency and Contractor entered into that certain Agreement for Consulting Services ("Agreement") to market and sell the subject properties.

D. On May 14, 2014, the Contractor acknowledged that additional budget is necessary to complete the subject transactions largely due to unanticipated work to obtain information and vet issues necessary to sell certain properties.

E. By this Amendment, the parties wish to revise the November 12, 2014 Agreement by removing dissolution services, increasing the budget for non-broker advisory services, increasing the “Not-to-Exceed” credit (i.e., offset), requiring credit for any work billed for properties that are not in escrow by the term date, and extending the term date.
NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

Section 1. Section 1.1.1 of the Agreement, entitled "General Redevelopment Dissolution Advisory Services" shall be amended to read as follows:

"1.1.1 General Redevelopment Dissolution Advisory Services.

These tasks are NOT a part of this Agreement. A separate agreement will be established for these services to assist the Finance Director and/or Community Development Director with the administration of the dissolution of the former Irwindale Community Redevelopment Agency."

Section 2. Section 1.1.2 of the Agreement, entitled "Real Estate Advisory Services" and Subsection 1.1.2.1, entitled "Evaluation of Land Use Program(s) Sought on Subject Properties," shall be amended to read as follows, with all other Subsection under 1.1.2 remaining unmodified and in full force and effect:

"1.1.2 Real Estate Advisory Services.

The scope of real estate advisory services involves the preparation of property valuation analyses, assembling of appropriate due-diligence and marketing outreach materials. In addition, the engagement calls for property disposition services to include marketing the sale of the property, evaluation of purchase offer terms and conditions, and negotiations with prospective buyers, all of which to be performed in coordination with the City Attorney, City Finance, the City Clerk/Agency Secretary, the Oversight Board, the Department of Finance and escrow officers.

A total of $200,000 is budgeted for these services, which represents an increase of $50,000 from the original $150,000 budgeted.

Up to $150,000 of the cost for these services would be offset with broker commissions earned from the sale of properties listed on Attachment "1" under the broker services component of this Scope of Services, which represents an increase of $50,000 from the original $100,000 offset.

Contractor’s scope of work for the real estate advisory services include, but are not limited to, following tasks:
1.1.2.1 Evaluation of Land Use Program(s) Sought on Subject Properties.

Working with City Community Development staff, Contractor would develop an analysis of the potential reuse/development opportunities on each of the properties to be disposed by the Agency, including but not limited to the properties listed on Attachment “1”. As part of this effort, Contractor would analyze the potential valuation of these sites and estimate the potential number of jobs and fiscal benefits accruing to the City of Irwindale and taxing agencies on each of the properties upon their sale and development.

Section 3 Section 2.0 of the Agreement, entitled "COMPENSATION," and all subsections thereunder shall be amended to read as follows:

"2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the terms set forth herein, but not exceeding the following maximum contract amount (collectively, the "Contract Sum"):

Real Estate Advisory Services: $200,000

Real Estate Broker Services: 2.5% of Sale Price

2.2 Compensation for Dissolution and Real Estate Advisory Services.

Contractor shall charge for advisory services on a time-and-materials basis based on the following fee schedule. Invoices would be issued each month, inclusive of any reimbursable expenses charged back to the Agency.

Contractor’s billing rates and policies are set forth below:

<table>
<thead>
<tr>
<th>Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$210</td>
</tr>
<tr>
<td>Director</td>
<td>$210</td>
</tr>
</tbody>
</table>
Contractor shall not charge for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, Contractor may charge for messenger services, overnight shipping/express mail costs and teleconferencing services, as well as copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

Contractor issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

Real Estate Advisory Services provided to the Agency as of the date of this agreement would be credited back from Broker commissions earned from sales of Agency property. The Contractor shall credit back to the Agency fifty percent (50%) of any work billed for properties that are not in escrow by the term date identified in Section 3.4.

2.3 Compensation for Broker Services.

If a Purchase and Sale Agreement or similar document transferring title from the Agency to a third party (the "Purchase Agreement") for the Property is executed and recorded between Agency and Buyer, Broker shall be entitled to a real estate broker fee/commission equal to 2.5% of the Purchase Price. Agency acknowledges and agrees that the time period identified above shall be extended for any option to purchase or lease option time period agreed by and between Agency and the Buyer. The fee/commission shall be due and payable to Broker through escrow on the date such grant deed is recorded in the Official Records. Broker expressly acknowledges and agrees that such fee/commission shall not be earned, due, or payable UNLESS AND
UNTIL the grant deed or other property conveyance agreement for the Property is recorded in the Official Records in favor of the Buyer (the "Sale Date").

All real estate broker Property Sale commission amounts shall be paid to Broker by Seller through escrow pursuant to the terms of the proposed Purchase Agreement. Commissions on any properties listed on Attachment "1" shall be offset, dollar for dollar, by the fees paid to Contractor/Broker for real estate advisory services billed to Agency on such property, not to exceed $150,000.

Should the brokerage commission for the sale of any of the properties listed on Attachment "1" be insufficient to offset the amounts billed to Agency for real estate advisory services on the same properties, Broker shall not receive further compensation for its brokerage services for such transaction and, at Agency's option, shall either (i) credit the amount that exceeds the brokerage commission on the following Property Sale or (ii) provide services to the Agency beyond those required under this Agreement of value equal to the amount exceeding the brokerage commission, or (iii) provide a credit in a manner approved by the Agency's Finance Director.

Section 4

Section 4. Section 3.4 of the Agreement, entitled "Term," shall be amended to read as follows:

"3.4 Term.

Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding June 30, 2016, except as otherwise provided in the Schedule of Performance."

SECTION 5. The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

AGENCY:

SUCCESSOR AGENCY TO
IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY

Eva Carreon
Interim Agency Executive Director

ATTEST:

Laura Nieto, Assistant Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, Agency Counsel

CONTRACTOR:

ROSENOW SPEVACEK GROUP, INC.

By: ____________________________
Name: Jim Simon
Title: President

By: ____________________________
Name: Jim Draughn
Title: Vice President

Address: 309 West 4th Street
          Santa Ana, CA 92701

[END OF SIGNATURES]
The Irwindale HOUSING AUTHORITY met in regular session at the above time and place.

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

Also present: Eva Carreon, Interim Executive Director / Finance Director; Lona Laymon, Assistant Authority Attorney; Anthony Miranda, Chief of Police; William Tam, Director of Public Works; Gus Romo, Director of Community Development; and Laura Nieto, Assistant Authority Secretary

RECESS TO CLOSED SESSION At 5:30 p.m., the Housing Authority recessed to Closed Session to discuss the following:

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

Property: 15808 Hidalgo Street
APN 8417-028-906
Negotiating Parties: Housing Authority and Mayans Development
Under Negotiation: Price and terms of sale

ACTION: Discussed (Vice Chair Garcia and Chair Breceda abstaining and leaving the Closed Session Room); no further reportable action taken

Property: 15821 Hidalgo Street
APN 8417-028-011
Negotiating Parties: Housing Authority and Mayans Development
Under Negotiation: Price and terms of sale

ACTION: Discussed (Vice Chair Garcia and Chair Breceda abstaining and leaving the Closed Session Room); no further reportable action taken

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

Number of Cases: Two

ACTION: Discussed; no reportable action taken

RECONVENE IN OPEN SESSION At 7:31 p.m., the Housing Authority reconvened in Open Session.
SPONTANEOUS COMMUNICATIONS
There were no speakers.

CONSENT CALENDAR

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

ITEM NO. 1A
MINUTES
The following minutes were approved as presented

1) Regular meeting held September 9, 2015

END OF CONSENT CALENDAR

ITEM NO. 1B
FY 2014-2015 IRWINDALE HOUSING AUTHORITY ANNUAL REPORT

HOUSING COORDINATOR
OLIVARES
Housing Coordinator Olivares discussed the report and spoke on the updated report, which was provided to the Council at tonight's meeting.

MOTION
A motion was made by Chair Breceda, seconded by Authority Member Ambriz, to receive and file the FY 2014 – 2015 Irwindale Housing Authority Annual Report.

ADJOURNMENT
There being no further business to conduct, the meeting was adjourned at 7:27 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary
The Irwindale HOUSING AUTHORITY met in regular session at the above time and place.

ROLL CALL: Present: Authority Members Albert F. Ambriz, Julian A. Miranda, H. Manuel Ortiz; Chair Mark A. Breceda

Absent: Vice Chair Manuel R. Garcia

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

RECESS TO CLOSED SESSION

At 5:30 p.m., the Housing Authority recessed to Closed Session to discuss the following:

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

Property: 15808 Hidalgo Street
APN 8417-028-906
Negotiating Parties: Housing Authority and Mayans Development
Under Negotiation: Price and terms of sale

ACTION: Discussed; no reportable action taken

Property: 4655 Fraijo Avenue
APN 8417-001-917
Negotiating Parties: Housing Authority and Mayans Development
Under Negotiation: Price and terms of sale

ACTION: Discussed; no reportable action taken

Property: 4804 Irwindale Avenue
APN 8417-033-953 & 954
Negotiating Parties: Housing Authority and Mayans Development
Under Negotiation: Price and terms of sale

ACTION: Discussed; no reportable action taken

Property: 4618 Nora Avenue, Irwindale
APN 8417-002-007
Negotiating Parties: Housing Authority and Mayans Development
Under Negotiation: Price and terms of sale

ACTION: Discussed; no reportable action taken
Property: 15821 Hidalgo Street  
APN 8417-028-011  
Negotiating Parties: Housing Authority and Mayans Development  
Under Negotiation: Price and terms of sale  
ACTION: Discussed; no reportable action taken  

Property: 15848 Juarez Street  
APN 8417-028-055  
Negotiating Parties: Housing Authority and Mayans Development  
Under Negotiation: Price and terms of sale  
ACTION: Discussed; no reportable action taken  

Property: 16046 Peppertree Lane  
APN 8417-033-053  
Negotiating Parties: Housing Authority and Mayans Development  
Under Negotiation: Price and terms of sale  
ACTION: Discussed; no reportable action taken  

Property: 5130 Irwindale Avenue  
Negotiating Parties: Housing Authority and Mayans Development  
Under Negotiation: Price and terms of sale  
ACTION: Discussed; no reportable action taken  

Property: 2449 Alice Rodriguez Circle  
Negotiating Parties: Housing Authority and Mayans Development  
Under Negotiation: Price and terms of sale  
ACTION: Discussed; no reportable action taken  

Property: 16161 Peppertree Lane  
Negotiating Parties: Housing Authority and Mayans Development  
Under Negotiation: Price and terms of sale  
ACTION: Discussed; no reportable action taken  

Property: 2428 Mountain Avenue  
Negotiating Parties: Housing Authority and Donald Stiles and Sandra Stiles, Trustees of the Donald Stiles and Sandra Stiles Trust and Charles James Stiles and Susan Diane Stiles, Trustees of the Charles James Stiles and Susan Diane Stiles Trust  
Under Negotiation: Price and terms  
ACTION: Discussed; no reportable action taken
At 7:50 p.m., the Housing Authority reconvened in Open Session.

There were no speakers.

No action necessary; no minutes for approval.

ADDENDUM TO THE DDA WITH IMD ENTERPRISES, LLC (MAYANS HOUSING PROJECT) (Joint item on City Council Agenda)

See Irwindale City Council minutes of October 14, 2015, Item No. 2C.

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

Laura M. Nieto, CMC
Assistant Authority Secretary