



CITY OF IRWINDALE

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

MARK A. BRECEDA
MAYOR

ALBERT F. AMBRIZ
MAYOR PRO TEM

LARRY G. BURROLA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

H. MANUEL ORTIZ
COUNCILMEMBER

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

NOVEMBER 9, 2016

6:00 P.M. - CLOSED SESSION

6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

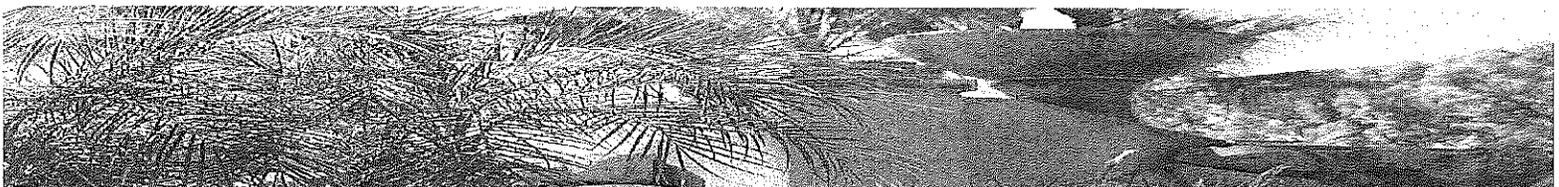
**CLOSED SESSION – CITY HALL CONFERENCE ROOM
REGULAR MEETING – CITY HALL COUNCIL CHAMBER**

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

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

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

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



Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



CLOSED SESSION – 6:00 P.M.

1. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

Name of Case: Manuel Garcia v. City of Irwindale

Case Number: KC066877

Conflict of Interest: Breceda and Garcia

2. Conference with Legal Counsel – Threat of Litigation

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

Number of cases: One

Conflict of Interest: None

3. Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Colin Tanner, Labor Counsel

Employee Organizations: IMEA, ICEA, IPOA

4. Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

A) Property: 2428 Mountain Avenue

Negotiating Parties: IMD Development and Housing Authority

Under Negotiation: Price and terms of sale

Conflict of Interest: Breceda and Garcia

B) Property: 5134 Irwindale Avenue

Negotiating Parties: Housing Authority & Miguel Miranda and Michael Miranda

Under Negotiation: Price and terms

Conflict of Interest: Breceda and Garcia

C) Property:	North Kincaid Pit (Irwindale) / APN 8616-022-906 North Kincaid Pit (Azusa) / APN 8616-001-913 NEC of Irwindale Avenue and 210 Freeway
Negotiating Parties:	City and Five Points, LLC
Under Negotiation:	Price and terms of sale
Conflict of Interest:	None

OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda**
- E. REPORT FROM CLOSED SESSION**
- F. REORGANIZATION OF CITY COUNCIL**
- G. ROLL CALL OF NEWLY-ORGANIZED CITY COUNCIL**
- H. CHANGES TO THE AGENDA**
- I. COUNCIL MEMBER TRAVEL REPORTS**
- J. ANNOUNCEMENTS**
- K. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
- L. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**
 - 1. Presentation to Chamber of Commerce Business of the Month for November 2016 – Spaghetti Eddies
 - 2. Presentation to Chamber of Commerce Business of the Month for October 2016 – Mariposa Landscapes, Inc.
 - 3. Presentation by Valley County Water District General Manager José Martinez

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 October 26, 2016

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Resolution No. 2016-66-2880 – Appointing City Manager as City Clerk

Recommendation: **Adopt Resolution No. 2016-66-2880** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING CITY MANAGER JOHN DAVIDSON AS CITY CLERK" reading by title only and waiving further reading thereof.

D. Claim Rejection – Chavez v. City of Irwindale

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

E. Adoption of the City of Irwindale Fraud Policy

Recommendation: **Adopt Resolution No. 2016-72-2886** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE CITY OF IRWINDALE FRAUD POLICY" reading by title only and waiving further reading thereof.

F. Request to 1) Approve a Contract Services Agreement (CSA) with PLACEWORKS for the Preparation of the Irwindale Gold Line Station Transit-Oriented Development (TOD) Specific Plan and Environmental Impact Report (EIR) to be Prepared Pursuant to the California Environmental Quality Act (CEQA) Guidelines and 2) Approve an Appropriation to the Special State Fund 35 to be Fully Reimbursable for the Metro Grant Received for this Project

Recommendation: Approve the attached CSA with PLACEWORKS for the preparation of the Irwindale Gold Line Station Transit-Oriented Development (TOD) Specific Plan and Environmental Impact Report (EIR) to be Prepared Pursuant to the California Environmental Quality Act (CEQA) Guidelines and **adopt Resolution No. 2016-71-2885** approving an appropriation in the amount of \$460,000 to the Special State Fund 35 to be fully reimbursable for the Metro Irwindale Gold Line Station Transit-Oriented Development (TOD) Specific Plan Grant for Fiscal Year 2016-2017.

2. **NEW BUSINESS**

A. Authorize City Manager to Execute a Professional Service Agreement with Royal Coaches Auto Body and Towing and Jan's Towing Inc., for Towing Services

Recommendation: **Adopt Resolution No. 2016-70-2884** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH ROYAL COACHES AUTO BODY AND TOWING AND JAN'S TOWING INC., FOR TOW TRUCK SERVICES," reading by title only and waiving further reading thereof.

3. **OLD BUSINESS**

4. **PUBLIC HEARINGS**

5. **CITY MANAGER'S REPORT**

6. **ADJOURN**

SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held October 26, 2016

B. Warrants

Recommendation: None for approval

C. Amendment No. 4 to the Purchase and Sale Agreement for 242 Live Oak Avenue

Recommendation: **Adopt Resolution No. SA 2016-73-2887** approving Amendment No. 4 to the Purchase and Sale Agreement for 242 Live Oak Avenue between the Successor Agency and PDC LA/SD LLC.

2. NEW BUSINESS

3. PUBLIC HEARINGS

4. ADJOURN

HOUSING AUTHORITY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

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

1. **CONSENT CALENDAR**

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held October 26, 2016

2. **NEW BUSINESS**

3. **PUBLIC HEARINGS**

4. **ADJOURN**

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on November 9, 2016 be posted at the City Hall, Library, and Post Office on November 3, 2016.

Laura M. Nieto, CMC

Laura M. Nieto, CMC
Deputy City Clerk

AGENDA REPORT

NOV 09 2016

Date: November 9, 2016

To: Honorable Mayor and Council Members

From: John Davidson, City Manager

Issue: Reorganization of the City Council

City Manager's Recommendation:

Councilmembers elect Mayor and Mayor Pro Tempore

Analysis:

In accordance with Ordinance No. 617, in even years, Council shall reorganize at the first regular meeting of the Council held in November; as such, it is appropriate at this time to reorganize the City Council, including the selection of a new Mayor and Mayor Pro Tempore. In order to complete the reorganization, the following procedure is suggested:

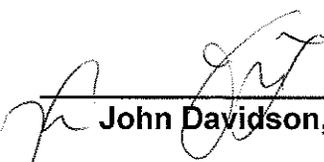
1. The Deputy City Clerk opens the nominations for the office of Mayor. Any Councilmember may nominate and no second to the nomination is required.
2. After receiving all nominations, the Deputy City Clerk closes the nominations.
3. The Deputy City Clerk then conducts the election of the Mayor by roll call vote. If there is more than one nomination, a roll call vote is conducted in the order nominated until a Mayor is elected by majority vote.
4. The new Mayor then opens nominations for Mayor Pro Tempore in the same manner as above.
5. After receiving all nominations, the Mayor then closes the nominations.
6. The Mayor then conducts the election of the Mayor Pro Tempore by roll call vote. If there is more than one nomination, a roll call vote is conducted in the order nominated until a Mayor Pro Tempore is elected by majority vote.

Fiscal Impact:  (Initial of CFO) - None

Legal Impact: *Approved electronically on 10/25/16* (Initial of Legal Counsel)

Prepared By: Laura Nieto, Deputy City Clerk

Phone: 430-2202



John Davidson, City Manager

COUNCIL AGENDA
ITEM | A |

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

NOV 09 2016

OCTOBER 26, 2016
WEDNESDAY
6:00 P.M.

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

ROLL CALL:

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

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

**RECESS TO
CLOSED SESSION**

At 6:00 p.m., the City Council recessed to Closed Session to
discuss the following:

Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Colin Tanner, Labor
Counsel

Employee Organizations: IMEA, ICEA, IPOA

ACTION: Update provided; no further reportable action taken.

Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

Name of Case: USA Waste of California, Inc. v. City of
Irwindale, et al.

Case Number: LASC Case Number KC 066276

ACTION: Update provided; no further reportable action taken.

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; direction provided; no further reportable
action taken; Councilmember Garcia abstaining.

**RECONVENE IN
OPEN SESSION**

At 6:35 p.m., the City Council reconvened in Open Session.

**CHANGES TO THE
AGENDA**

There were no changes.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

ANNOUNCEMENTS

COUNCILMEMBER
GARCIA

Councilmember Garcia thanked everyone for excusing his absence at the last Council meeting due to a death in the family.

COUNCILMEMBER
BURROLA

Councilmember Burrola reported on dust issues near Alice Rodriguez Circle due to the nearby pits, and requested a report on dust mitigation measures.

MAYOR BRECEDA

Mayor Breceda concurred that something needs to be done to control dust issues.

COUNCILMEMBER
BURROLA

Councilmember Burrola also reported a hazardous condition at the park and asked whether the playground equipment is inspected regularly. He said that the equipment should be shut down and red-flagged if it is not inspected and asked for a report to be presented describing inspection frequency, to which Director Tam advised that staff will prepare reports discussing both issues that Councilmember Burrola brought up.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz requested an update on the senior bus.

COUNCILMEMBER
BURROLA

Councilmember Burrola stated that the senior bus offers a rough ride.

MAYOR BRECEDA

Mayor Breceda agreed with the statements of Councilmembers Ortiz and Burrola regarding the senior bus, to which Director Tam advised that he would follow-up on the matter with Recreation Manager Grijalva to provide an update to the Council.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz reported on his attendance at an assembly sponsored by the Council of Governments and noted that he spoke to Congresswoman Napolitano regarding Irwindale's zip code. He also briefly mentioned the discussion topics at the assembly, and noted that he also spoke with Baldwin Park's CEO regarding the sharing of shuttle services between the two cities.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

None.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

PRESENTATION TO
CHAMBER OF
COMMERCE BUSINESS
OF THE MONTH –
MARIPOSA
LANDSCAPES, INC.

PRESENTATION TO CHAMBER OF COMMERCE BUSINESS OF
THE MONTH – MARIPOSA LANDSCAPES, INC.

The presentation was not made.

PRESENTATION TO
SCE FOR ITS HISPANIC
HERITAGE DAY
CELEBRATION

PRESENTATION TO SOUTHERN CALIFORNIA EDISON FOR ITS
HISPANIC HERITAGE DAY CELEBRATION

The presentation was made.

**SPONTANEOUS
COMMUNICATIONS**

CARMEN ROMAN

Carmen Roman spoke on Irwindale's heritage, history, and expressed her pride in the city. She also spoke against modifying the city insignia to remove the cross from the rock church, to which City Attorney Galante replied by discussing the lawsuits received by other governmental entities whose logos include religious symbols. He noted that courts have generally ruled in favor of removing said symbols and that the city's insurance pool has voiced concern over Irwindale's insignia containing a cross. He cautioned the Council about the potential for lawsuits due to the current insignia.

Mrs. Roman suggested fighting any potential lawsuit and keeping the cross in the insignia.

MAYOR BRECEDA

Mayor Breceda indicated that nobody on the Council wants to have to modify the insignia, to which City Attorney Galante indicated that, though the subject has been discussed, no decision has been made.

SUZANNE GOMEZ

Suzanne Gomez also suggested fighting any potential lawsuit over the insignia.

DENA ZEPEDA AND

Dena Zepeda and Terry Chico concurred with Ms. Gomez.

PAULINE ACOSTA

Pauline Acosta also suggested fighting any lawsuit and requested that measures be taken to control the coyote population in the city.

MAYOR BRECEDA

Mayor Breceda reported a rat and vermin problem at the new homes on Juarez and requested that it be addressed.

ALFONSO CONTRERAS

Alfonso Contreras requested support for his candidacy in the upcoming election.

COUNCILMEMBER
BURROLA

Councilmember Burrola briefly touched on a potentially dangerous situation that occurred at El Nido Park, to which Chief Miranda indicated that no police report was requested on the incident and

that, should it be necessary to warn the public of any dangerous situation, the police department could immediately send out a message through its social media and Nixle accounts.

SUZANNE GOMEZ Suzanne Gomez suggested implementing a Neighborhood Watch program.

PAULINE ACOSTA Pauline Acosta suggested making plastic bags available at the parks so that pet owners can clean up after their pets.

CONSENT CALENDAR

MOTION A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Burrola, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with the exception of Item No. 1E, which was removed for separate consideration. The motion was unanimously approved; Councilmember Garcia abstaining on Item Nos. 1A and 1B.

ITEM NO. 1A
MINUTES

MINUTES
The following minutes were approved (Councilmember Garcia abstaining):

- 1) Regular meeting held October 12, 2016

ITEM NO. 1B
WARRANTS / DEMANDS
/ PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved (Councilmember Garcia abstaining)

ITEM NO. 1C
INVESTMENT
QUARTERLY REPORT -
SEPTEMBER 30, 2016

INVESTMENT QUARTERLY REPORT – SEPTEMBER 30, 2016
(Joint Item on Successor Agency, Housing Authority, and Reclamation Authority)

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

ITEM NO. 1D
AWARD OF CONTRACT
FOR CONSTRUCTION
SUPPORT SERVICES,
LABOR COMPLIANCE
OVERSIGHT, AND
CONSTRUCTION
MATERIAL TESTINGS

AWARD OF CONTRACT FOR CONSTRUCTION SUPPORT SERVICES, LABOR COMPLIANCE OVERSIGHT, AND CONSTRUCTION MATERIAL TESTINGS FOR RESURFACING OF IRWINDALE AVENUE FROM FIRST STREET TO FOOTHILL BOULEVARD

The City Manager was authorized to enter into an agreement with Design Concepts Consulting, Inc. in the amount of \$57,040.00 for Construction support services, labor compliance oversight, and construction material testing services for the resurfacing of Irwindale Avenue from First Street to Foothill Boulevard within city limits.

END OF CONSENT CALENDAR

ITEM NO. 1E
REQUEST TO
APPROVE A
CONSULTANT
SERVICES AGMT.
WITH HCG, LLC, TO
PREPARE AN
ADDENDUM TO THE
FEIR FOR THE OLIVE
PIT MINING AND
RECLAMATION PLAN:
4407 AZUSA CANYON
RD., AND 2) APPROVE
AN APPROPRIATION
TO THE OLIVE PIT
ROYALTY FUND

REQUEST TO 1) APPROVE A CONSULTANT SERVICES AGREEMENT WITH HARVEY CONSULTING GROUP (HCG) LLC TO PREPARE AN ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT CERTIFIED BY THE CITY COUNCIL ON DECEMBER 3, 2014, FOR THE OLIVE PIT MINING AND RECLAMATION PLAN FOR PROPERTY LOCATED AT 4407 AZUSA CANYON ROAD (APN: 8415-001-906) WITH APPLICANT, UNITED ROCK PRODUCTS CORPORATION AND 2) APPROVE AN APPROPRIATION TO THE OLIVE PIT ROYALTY FUND RELATED TO SUBJECT EXPENSES (Joint Reclamation Authority Agenda Item 1C)

COUNCILMEMBER
ORTIZ

Responding to several questions by Councilmember Ortiz, City Attorney Galante advised that the development agreement with United Rock acknowledged that they have the opportunity to make the operation last less years and increase the rate. If it meets the standards, it can be approved without an amendment to the development agreement. Staff would provide a report to the council if it meets the standards to be approved administratively.

Responding to an additional question by Councilmember Ortiz, Director Romo advised that the proposed consultant would prepare an analysis and recommend whether further CEQA review would be necessary. The current proposal increases from 1 million tons per year to 1.5 million tons; an assessment would need to be conducted before determining whether this would be permissible. Tonight's action would approve the mechanism to pay for that assessment.

Councilmember Ortiz advised that he wants the report to come back to the Council for consideration.

MOTION

A motion was made by Councilmember Ortiz, seconded by Councilmember Burrola, to approve the Consultant Services Agreement with Harvey Consulting Group (HCG), LLC to prepare an Addendum to the Final Environmental Impact Report certified by the City Council on December 3, 2014, for the Olive Pit Mining and Reclamation Plan for property located at 4407 Azusa Canyon Road (APN: 8415-001-906) with applicant, United Rock Products Corporation; and Reclamation Authority approve:

RESOLUTION NO.
RA 2016-04-018
ADOPTED

Resolution No. 2016-04-018, entitled:

“A RESOLUTION OF THE CITY OF IRWINDALE RECLAMATION AUTHORITY AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$20,400 TO THE OLIVE PIT ROYALTY FUND FOR EXPENSES RELATED TO THE PREPARATION OF AN ADDENDUM TO THE OLIVE PIT MINING AND RECLAMATION PLAN FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) FOR FISCAL YEAR 2016-2017”, reading by title only and waiving further reading thereof. The motion was unanimously approved.

NEW BUSINESS

None.

OLD BUSINESS

None.

PUBLIC HEARINGS

None.

**CITY MANAGER'S
REPORT**

ACTING CITY
MANAGER TAM

Acting City Manager Tam reported on an upcoming fall “Clean-Up Day” where bulky trash items will be collected from residents, spoke on upcoming Halloween events being organized through the Recreation Department, commission vacancies, and the meeting held recently with the state auditors to discuss the draft results of their audit. He noted that the final results will also be discussed with the Council.

CITY ATTORNEY
GALANTE

City Attorney Galante spoke on Prop 64, which could potentially legalize recreational marijuana use and inquired whether the Council wanted his firm to prepare an emergency ordinance to regulate cultivation within the city, should voters pass the proposition.

COUNCIL CONSENSUS

Council consensus was reached to wait to act until the results of the election are in.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:57 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

Accounts Payable

Checks by Date - Summary By Check Number

User: mzepteda
 Printed: 11/2/2016 - 11:57 AM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60849	AKSTIN01	Nathaniel Akstin-Johnson	10/20/2016	340.75
60850	ARC01	Arc Imaging Resources	10/20/2016	85.13
60851	ARCE01	Kaitlyn Arce	10/20/2016	72.50
60852	Ayala01	Leonor Ayala	10/20/2016	156.25
60853	BANKOF03	Bank of The West	10/20/2016	10,060.67
60854	CALIFO02	California American Water	10/20/2016	11.63
60855	FRONT01	Frontier Communications	10/20/2016	155.14
60856	HENSHA01	Ty Henshaw	10/20/2016	132.57
60857	HOMEDE	Home Depot Credit Services	10/20/2016	271.81
60858	JIA01	Xiangyi Jia	10/20/2016	282.75
60859	MCI	MCI	10/20/2016	37.55
60860	PICCAR01	Amanda Piccari	10/20/2016	304.50
60861	PURCHA	Purchase Power	10/20/2016	3,823.00
60862	RICOH01	Ricoh USA, Inc	10/20/2016	82.00
60863	RICOH02	Ricoh USA, Inc	10/20/2016	592.77
60864	ROJAS02	Cruz Rojas	10/20/2016	75.00
60865	SANGAB11	San Gabriel Valley Newspaper	10/20/2016	1,662.88
60866	SMART&	Smart & Final	10/20/2016	514.67
60867	SCE02	Southern California Edison	10/20/2016	13,701.16
60868	STAPLE	Staples Credit Plan	10/20/2016	217.99
60869	TEXAS01	Texas Life Insurance Co.	10/20/2016	620.75
60870	VALENZ02	Kelly Valenzuela	10/20/2016	217.50
60871	verizonw	Verizon Wireless	10/20/2016	778.42
60872	WHITE02	Amanda White	10/20/2016	116.00
60873	DIEHLE	White Nelson Diehl Evans LLP	10/20/2016	325.00
60874	XEROXC	Xerox Corporation	10/20/2016	414.38
60875	ZAVALA01	Cassandra Zavala	10/20/2016	210.25
60876	ACERO02	Louis Acero	10/27/2016	200.00
60877	AT&T02	AT & T	10/27/2016	41.44
60878	CINGULAR	AT & T Mobility	10/27/2016	625.95
60879	Ayala01	Leonor Ayala	10/27/2016	200.00
60880	OROSCO05	Rebecca Bardales	10/27/2016	1,617.56
60881	BOUNCE01	Bounce Around	10/27/2016	150.00
60882	CASTIL06	John Castillo	10/27/2016	135.00
60883	CHICO04	Mario Chico	10/27/2016	150.00
60884	CHIRINO	Gina Chirino	10/27/2016	180.00
60885	COSTCO02	Costco Wholesale	10/27/2016	542.15
60886	DESIGN04	Design Concepts Consulting, Inc.	10/27/2016	600.00
60887	FEDEX	FedEx	10/27/2016	16.72
60888	FRONT01	Frontier Communications	10/27/2016	110.80
60889	GASCOM	Gas Company, The	10/27/2016	138.66
60890	HARDY01	Joe Hardy	10/27/2016	50.07
60891	LEVEL01	Level 3 Communications	10/27/2016	1,936.27
60892	COUNTY07	Los Angeles County	10/27/2016	426.00
60893	MCIWOR	MCI Comm Service	10/27/2016	35.21

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60894	RAFTERJ	John Rafter	10/27/2016	720.00
60895	SOUTH06	South Coast AQMD	10/27/2016	479.21
60896	SCE02	Southern California Edison	10/27/2016	832.55
60897	SPARKL	Sparkletts Drinking Water	10/27/2016	211.67
60898	VALLEY01	Valley County Water District	10/27/2016	208.45
60899	WAGONER	Pamela Wagoner	10/27/2016	180.00
60900	AMERIC34	American Fidelity Assurance Co	10/27/2016	1,739.63
60901	FRANC06	Franchise Tax Board	10/27/2016	250.00
60902	ICEA	Irwindale City Employee Assoc.	10/27/2016	530.00
60903	IMEA	Irwindale Mgmt Employee Assoc.	10/27/2016	300.00
60904	IRWIND02	Irwindale Police Officers Assoc.	10/27/2016	3,389.20
60905	STANDA01	Standard Insurance Co. RV	10/27/2016	475.30
60906	STANDA03	Standard Insurance Company	10/27/2016	1,917.87
60907	OSORI01	Maria G. Osorio De Ortiz	10/27/2016	75.00
60908	AIPART	A-1 Party Rentals	11/09/2016	965.50
60909	ACOSTA01	Carol Acosta	11/09/2016	75.00
60910	ARIAS01	Michael Arias	11/09/2016	1,308.84
60911	BAKER01	Baker & Taylor Books	11/09/2016	22.68
60912	BARBOS04	Dolores Barbosa	11/09/2016	100.00
60913	BARRAG03	Martha Barragan	11/09/2016	75.00
60914	BECERR02	Summer Jalisa Becerra	11/09/2016	75.00
60915	BILLST	Bill's Truck Repair, Inc.	11/09/2016	23.17
60916	CALIBE01	Caliber Commercial Pool Servic	11/09/2016	375.30
60917	CALTRON	Caltronics Business Systems	11/09/2016	318.89
60918	CARQUEST	Carquest	11/09/2016	1.72
60919	CASTAN05	Jeanette Castanada	11/09/2016	300.00
60920	CHRIS&	Chris & Pitts	11/09/2016	1,195.25
60921	CINTAS	Cintas Corporation No. 2	11/09/2016	88.00
60922	BALDWI02	City of Baldwin Park	11/09/2016	3,125.00
60923	BREA01	City of Brea - IT	11/09/2016	16,280.00
60924	CODUTO	Donald P. Coduto	11/09/2016	1,800.00
60925	CONVER	Converse Consultants, Inc.	11/09/2016	600.00
60926	CPOA	CPOA	11/09/2016	1,714.00
60927	DELONG	Delong Unlimited	11/09/2016	120.99
60928	DEPART06	Department Of Animal Care	11/09/2016	1,562.66
60929	DEPART03	Department Of Coroner	11/09/2016	26.00
60930	FRATIC01	Jocelynn Fraticelli	11/09/2016	150.00
60931	GEOLOG	Geologic Associates	11/09/2016	29,951.50
60932	GIANNO01	Giannone Dinner/D. Cayson	11/09/2016	55.00
60933	GRAING	Grainger	11/09/2016	300.23
60934	HONEYW01	Honeywell International Inc.	11/09/2016	2,107.13
60935	INTERN02	International Code Council Inc	11/09/2016	612.53
60936	JEEP01	Jeep Chrysler Dodge of Ontario	11/09/2016	584.44
60937	JOEAGO	Joe A. Gonsalves & Son	11/09/2016	4,750.00
60938	COORYE	Samir M. Khoury	11/09/2016	34,465.75
60939	LAKESH01	Lakeshore Learning Materials	11/09/2016	384.38
60940	LEXISN	LexisNexis Risk Solutions	11/09/2016	153.00
60941	LIEBERT	Liebert Cassidy Whitmore	11/09/2016	4,658.51
60942	LOSANG09	Los Angeles County	11/09/2016	4,463.72
60943	MISSIO	Mission Linen Supply	11/09/2016	121.01
60944	NAPA01	Napa Auto Care - West Covina	11/09/2016	563.51
60945	OFFICE03	Office Depot	11/09/2016	904.68
60946	PACIFI13	Pacific Office Products	11/09/2016	137.34
60947	PROPRINT	Pro Printing, Inc.	11/09/2016	1,355.07
60948	QUINN02	Quinn Company	11/09/2016	252.00

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60949	RODRIG21	Daniel G. Rodriguez	11/09/2016	10.00
60950	SANBER04	San Bernardino Sheriff's Dept	11/09/2016	100.00
60951	SANGAB22	San Gabriel Valley City	11/09/2016	110.00
60952	SCFUELS	SC Fuels	11/09/2016	7,330.06
60953	SOUTHE04	Southern CA Assoc Of Governmt	11/09/2016	230.00
60954	STEVEN05	Steven A. Ormenyi & Assoc.	11/09/2016	875.00
60955	TETRA01	Tetra Tech BAS Inc.	11/09/2016	60,207.42
60956	VELAZQ01	Olga Velazquez	11/09/2016	75.00
60957	WORLD02	World Class Cheerleading, Inc.	11/09/2016	275.00
60958	ZARZA02	Catalina Zarza	11/09/2016	300.00
60959	ALVARA04	Aundrea Alvarado	12/01/2016	100.00
60960	ARIAS01	Michael Arias	12/01/2016	200.00
60961	BUNTAR01	Hartanto Buntarja	12/01/2016	50.00
60962	CAMPOS03	Manuel Campos	12/01/2016	200.00
60963	GALLARDC	Claudia Carlos	12/01/2016	300.00
60964	CORNEJOD	Diego Cornejo	12/01/2016	200.00
60965	CORPIS01	Richard Corpis	12/01/2016	200.00
60966	COXGRA	Grace Cox	12/01/2016	700.00
60967	DAVID01	John Davidson	12/01/2016	100.00
60968	ESPINO10	Iris Espino	12/01/2016	200.00
60969	FRAER01	Laura Fraer Snyder	12/01/2016	100.00
60970	GATTO01	Rudy Gatto	12/01/2016	100.00
60971	GRIJAL05	Daniel M. Grijalva	12/01/2016	100.00
60972	HEGDAHLA	Armando Hegdahl	12/01/2016	300.00
60973	HERNAN25	Christian Hernandez	12/01/2016	100.00
60974	LOPEZJ01	Jade Lopez	12/01/2016	50.00
60975	NIETO01	Laura Nieto	12/01/2016	100.00
60976	PONCE04	Delicia Ponce	12/01/2016	100.00
60977	PONCE01	Mark Ponce II	12/01/2016	100.00
60978	RODRIG04	Elizabeth Rodriguez	12/01/2016	200.00
60979	TAMKWO	William K. Tam	12/01/2016	300.00
60980	VARGAS03	Jose Vargas	12/01/2016	200.00
60981	ZEPEDA07	Priscilla Zepeda	12/01/2016	300.00
Report Total:				243,663.01

Electronic Payments

October 2016



Reference Number	Vendor Name	Date	Amount
ACH	Federal Tax	10/5/2016	40,856.34
ACH	EDD	10/5/2016	12,606.03
ACH	CalPERS	10/6/2016	52,844.16
ACH	ICMA	10/13/2016	305.06
ACH	PARS-PT	10/13/2016	635.98
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	10/13/2016	680.00
ACH	Nationwide-457 Plan & Trust	10/13/2016	6,242.00
375	Purchase 2428 Mountain Avenue	10/17/2016	798,614.74
376	CFD #1-Debt Service	10/17/2006	923,526.29
ACH	Federal Tax	10/19/2016	44,392.51
ACH	EDD	10/19/2016	13,768.63
ACH	CalPERS	10/19/2016	57,157.79
ACH	ICMA	10/27/2016	394.93
ACH	PARS-PT	10/27/2016	666.99
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	10/27/2016	680.00
ACH	Nationwide-457 Plan & Trust	10/27/2016	6,242.00
ACH	PARS-PT	10/28/2016	30.60
Report Total:			<u>1,959,644.05</u>

CITY OF IRWINDALE
 PAYROLL WARRANT REGISTER
 October 2016

Payroll Batch DATE OF ISSUE 10/13/16	408-10-16, 409-10-16 DEPARTMENT	AMOUNT
	11 City Council	1,253.10
	13 City Administrative Office	26,898.60
	14 Finance Department	15,016.22
	15 Summer Youth	-
	35 Police Department	156,815.10
	40 Recreation Department	15,576.13
	42 Senior Citizens' Center	8,214.69
	44 Library	9,147.58
	51 Community Development	16,306.72
	52 Public Works	53,439.49
		302,667.63
	Gross Payroll	302,667.63
	Required Deductions	(86,036.59)
	Voluntary Deductions	(7,227.06)
	Net Payroll	209,403.98

Payroll Batch DATE OF ISSUE 10/27/16	422-10-16, 423-10-16, 424-10-16 DEPARTMENT	AMOUNT
	11 City Council	7,712.86
	13 City Administrative Office	26,868.72
	14 Finance Department	14,125.61
	15 Summer Youth	-
	35 Police Department	143,031.46
	40 Recreation Department	15,755.61
	42 Senior Citizens' Center	8,646.93
	44 Library	9,522.37
	51 Community Development	16,515.11
	52 Public Works	52,752.21
		294,930.88
	Gross Payroll	294,930.88
	Required Deductions	(78,739.96)
	Voluntary Deductions	(7,316.93)
	Net Payroll	208,873.99

AGENDA REPORT

NOV 09 2016

Date: November 9, 2016

To: Honorable Mayor and Council Members

From: John Davidson, City Manager

Issue: Resolution No. 2016-66-2880 – Appointing City Manager as City Clerk

City Manager's Recommendation:

Adopt Resolution No. 2016-66-2880 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING CITY MANAGER JOHN DAVIDSON AS CITY CLERK" reading by title only and waiving further reading thereof.

Analysis:

On November 7, 2011, John Davidson was appointed as the City Manager of the City of Irwindale. Section 2.08.050 (I) of the Irwindale Municipal Code states that the City Manager shall perform such other duties as may, from time to time, be delegated to him by action of the City Council. Irwindale Charter Section 707 states that the appointive office of City Clerk may be combined with any other appointive office.

Formal action has not been previously taken and is now necessary to designate City Manager Davidson as City Clerk.

Fiscal Impact:  (Initial of CFO)

Legal Impact: *Approved electronically on 11/3/16* (Initial of Legal Counsel)

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



John Davidson, City Manager

RESOLUTION NO. 2016-66-2880

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPOINTING CITY MANAGER JOHN DAVIDSON AS CITY CLERK**

WHEREAS, Section 2.12.010 of the Irwindale Municipal Code allows offices and positions in city employment, other than those created or established by state law or by the Municipal Code, to be fixed and established by resolution of the City Council; and

WHEREAS, Section 2.08.050 (I) of the Irwindale Municipal Code states that the City Manager shall perform such other duties as may, from time to time, be delegated to him by action of the City Council.

WHEREAS, John Davidson was appointed as the City Manager on November 7, 2011; and

WHEREAS, Irwindale Charter Section 707 creates the office of City Clerk and states that such office may be combined with that of any other appointive office.

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

SECTION 1. John Davidson shall be appointed to the position of City Clerk.

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

PASSED, APPROVED AND ADOPTED this 9th day of November 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-66-2880 was duly and regularly passed and adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 9th day of November 2016, by the following vote:

- AYES: Councilmembers:

- NOES: Councilmembers:

- ABSTAIN: Councilmembers:

- ABSENT: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

AGENDA REPORT

NOV 09 2016

Date: November 9, 2016

To: Honorable Mayor and Council Members

From: John Davidson, City Manager

Issue: Rejection of Claim: Chavez, Eduardo v. City of Irwindale

City Manager's Recommendation:

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

Analysis:

This claim alleges that while on a freeway off-ramp, a homeless man threw a rock and damaged claimant's car window and caused claimant injury and that the City is responsible for keeping its streets free of homeless and people on drugs. The claim has been reviewed by the City's Claims Adjuster, Carl Warren & Co., which is recommending that the claim be rejected.

Fiscal Impact:  (Initial of CFO)

None

Legal Impact: *Approved electronically on 10/25/16* (Initial of CA)

None

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

Phone: 626-430-2202



John Davidson, City Manager



CARL WARREN & COMPANY
Claims Management and Solutions

January 29, 2013

TO: City of Irwindale

ATTENTION: Mary Hull, Human Resources Manager

RE: Claim : Chavez v. Irwindale
Claimant : Eduardo Chavez
Member : City of Irwindale
Date Rec'd by Mbr : 10/3/16
Date of Event : 8/5/16
CW File Number : 1949630

Dear Mary:

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

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

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned supervisor.

Very truly yours

CARL WARREN & COMPANY

Richard D. Marque

Richard D. Marque
Supervisor

AN EMPLOYEE-OWNED COMPANY

770 S. Placentia Avenue | Placentia, CA 92870

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

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

CA License No. 2607296

AGENDA REPORT

NOV 09 2016

Date: November 9, 2016
To: Honorable Mayor and City Council
From: John Davidson, City Manager
Subject: Adoption of the City of Irwindale Fraud Policy

City Manager's Recommendation

Adopt Resolution No. 2016-72-2886 entitled: "A **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE CITY OF IRWINDALE FRAUD POLICY**"; reading by title only and waiving further reading thereof.

Analysis

The City of Irwindale is committed to safeguarding its assets and conducting business with integrity and high ethical standards. To help ensure this is maintained, the City believes it is important to adopt a formal Fraud Policy.

The purpose of this Fraud Policy is to aide in the detection and prevention of fraud. Fraud is a wrongful or criminal deception intended to result in financial or personal gain. Fraud can include numerous types of improprieties, and the Fraud Policy includes examples of these types of improprieties, such as:

- Any dishonest or fraudulent act
- Misappropriation of funds, securities, supplies, or other assets
- Impropriety in the handling or reporting of money or financial transactions
- Profiteering as a result of insider knowledge of City activities
- Disclosing confidential and proprietary information to outside parties
- Disclosing to other persons confidential activities engaged in or contemplated by the City
- Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the City. Exception: Gifts less than \$50 in value.
- Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment;
- Any similar or related types irregularities

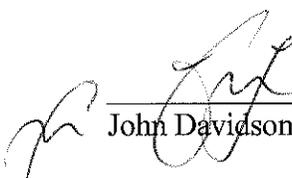
Fraud in all its forms is wrong and unacceptable to the City. By adopting this Fraud Policy, the City will provide its employees and officials a formal and confidential process for reporting any suspected fraudulent behavior. This policy also lists the process for investigating any suspected fraudulent behavior. This policy will be reviewed periodically to ensure it remains useful, relevant, and effective.

This Fraud Policy is subject to approval as to form by the City Attorney, and also subject to meet and confer with the three City employee associations. Any the comments or changes received will be reported and incorporated as part of the Council Report during the meeting.

Fiscal Impact  (Initial of CFO)

Legal Impact: *Approved Electronically on 11/3/2016* (Initial of Legal Counsel)

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



John Davidson, City Manager

RESOLUTION NO. 2016-72-2886

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
ADOPTING THE CITY OF IRWINDALE FRAUD POLICY**

WHEREAS, the City of Irwindale is committed to safeguarding its assets and conducting business with integrity and high ethical standards; and

WHEREAS, adopting a Fraud Policy will help ensure this is maintained by providing a formal process to facilitate the detection and prevention of fraud; and

WHEREAS, the City recognizes that fraud is wrong and unacceptable in all its forms, which can include numerous types of improprieties as listed in the Fraud Policy attached as Exhibit A; and

WHEREAS, the Fraud Policy will provide employees and officials a formal and confidential process for reporting and investigating any suspected fraudulent behavior.

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

SECTION 1. That the Fraud Policy attached as Exhibit A is hereby approved and shall be effective immediately upon the approval of this Resolution.

SECTION 2. The Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 9th day of November 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-72-2886 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular City Council meeting held on November 9th 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

City of Irwindale Fraud Policy

BACKGROUND

The City of Irwindale ("City") fraud policy is established to facilitate the development of controls that will aid in the detection and prevention of fraud against the City of Irwindale. It is the intent of the City to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

SCOPE OF POLICY

This policy applies to any irregularity, or suspected irregularity, involving employees as well as shareholders, consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other parties with a business relationship with the City of Irwindale.

Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the City.

POLICY

Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of the management team will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

Any irregularity that is detected or suspected must be reported immediately to the City Manager or his designee, who coordinates all investigations with the City Attorney's Office and other affected areas, both internal and external.

**ACTIONS
CONSTITUTING
FRAUD**

The terms defalcation, misappropriation, and other fiscal irregularities refer to, but are not limited to:

- Any dishonest or fraudulent act
- Misappropriation of funds, securities, supplies, or other assets
- Improprity in the handling or reporting of money or financial transactions
- Profiteering as a result of insider knowledge of City activities
- Disclosing confidential and proprietary information to outside parties
- Disclosing to other persons securities activities engaged in or contemplated by the City
- Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the City. Exception: Gifts less than \$50 in value.
- Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment; and/or
- Any similar or related irregularity

**OTHER
IRREGULARITIES**

Irregularities concerning an employee's moral, ethical, or behavioral conduct should be resolved by the Department Head and the Human Resources Manager.

If there is any question as to whether an action constitutes fraud, contact the City Manager or his designee for guidance.

**INVESTIGATION
RESPONSIBILITIES**

The City Manager or his designee has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. If the investigation substantiates that fraudulent activities have occurred, the City Manager or his designee will issue reports to appropriate designated personnel and, if appropriate, to the City Council.

Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with the City Attorney's Office, as will final decisions on disposition of the case.

CONFIDENTIALITY

The City Manager treats all information received confidentially. Any employee who suspects dishonest or fraudulent activity shall notify the City Manager immediately, and *should not attempt to personally conduct investigations or interviews/interrogations* related to any suspected fraudulent act (see **REPORTING PROCEDURES** section below).

Investigation results *will not be disclosed or discussed* with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputation of persons suspected but subsequently found innocent of wrongful conduct and to protect the City from potential civil liability.

AUTHORIZATION FOR INVESTIGATING SUSPECTED FRAUD

Members of the Investigation Unit will have:

- Free and unrestricted access to all City records and premises, whether owned or rented; and
 - The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of their investigation, within the limits provided by state and federal laws..
-

REPORTING PROCEDURES

Great care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way.

An employee who discovers or suspects fraudulent activity shall *contact the City Manager immediately and complete the attached Investigative Complaint Form (Attachment "A")*. Fraudulent activities may also be reported anonymously by calling (626) 430-2216, via e-mail to info@irwindaleca.gov, or by completing the Investigative Complaint Form. The employee or other complainant may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the City Manager or the City Attorney's Office. No information concerning the status of an investigation will be given out. The proper response to any inquiries is: "I am not at liberty to discuss this matter." *Under no circumstances* should any reference be made to "the allegation," "the crime," "the fraud," "the forgery," "the misappropriation," or any other specific reference.

The reporting individual should be informed of the following:

- Do not contact the suspected individual in an effort to determine facts or demand restitution.
 - Do not discuss the case, facts, suspicions, or allegations with *anyone* unless specifically asked to do so by the City Attorney's Office or City Manager.
-

TERMINATION

If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval by the designated representatives from City Manager's Department, Human Resources Department and/or the City Attorney's Office, as appropriate under the applicable City Personnel Rules, before any such action is taken, and in accordance with any negotiated disciplinary language.

ADMINISTRATION

The Director of Finance and the City Manager are responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed and revised as needed.

APPROVAL

John Davidson, City Manager

Date

AGENDA REPORT

NOV 09 2016

Date: November 9, 2016

To: Honorable Mayor and City Council Members

From: John Davidson, City Manager

Issue: Request to 1) Approve a Contract Services Agreement (CSA) with PLACEWORKS for the Preparation of the Irwindale Gold Line Station Transit-Oriented Development (TOD) Specific Plan and Environmental Impact Report (EIR) to be Prepared Pursuant to the California Environmental Quality Act (CEQA) Guidelines and 2) Approve an Appropriation to the Special State Fund 35 to be Fully Reimbursable for the Metro Grant Received for this Project

City Manager's Recommendation:

1. That the City Council approve the attached CSA with PLACEWORKS for the preparation of the Irwindale Gold Line Station Transit-Oriented Development (TOD) Specific Plan and Environmental Impact Report (EIR) to be prepared pursuant to the California Environmental Quality Act (CEQA) Guidelines;
2. That the City Council approve Resolution No. 2016-71-2885 approving an Appropriation in the amount of \$460,000 to the Special State Fund 35 to be fully reimbursable for the Metro Irwindale Gold Line Station Transit-Oriented Development (TOD) Specific Plan Grant for Fiscal Year 2016-2017.

Background:

In September of 2014, the Community Development Department applied for a grant from Metro to create a TOD Specific Plan along Irwindale's Gold Line Station. Staff was informed that the City of Irwindale placed 2nd out of the 18 applications received by Metro and was awarded \$460,000 to move forward with the project.

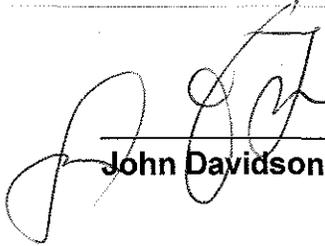
After several rounds of revisions to the scope of work, budget training, grant briefings, and grant agreement revisions, Metro approved the grant agreement in June of 2016, thereby commencing the 36-month timeline to complete the project. Shortly after, staff prepared a Request for Proposals and put together a selection committee consisting of City staff, members of the Chamber of Commerce, and business representatives. Of the eight proposals received, seven firms were interviewed. The top three firms were recommended for a second interview. In both interviews, PLACEWORKS came out with the highest scores based on its experience with similar projects, understanding of

the City, proposed timeline, and proposed project management team. As such, staff is recommending PLACEWORKS to take on this very important project that has the potential to create a very special place in Irwindale along a unique transportation corridor.

Fiscal Impact:

The contract is for an amount not to exceed \$459,855.00 and is attached with this report. The City's General Fund will not be impacted. The grant is paying for the entire cost of the consultant to prepare the Specific Plan document and EIR. Further, the grant provides an additional \$30,000 above the \$460,000 to cover for staff's in-kind administrative services, which includes all of the coordination efforts staff has made since the approval of the grant agreement in June of 2016. The attached resolution provides for an appropriation in both revenue and expenditures to track these funds.

Fiscal Impact:  (Initial of CFO)
Legal Impact: <i>Approved Electronically on 11/3/2016</i> (Initial of Legal Counsel)
Contact Person: Gustavo J. Romo, Community Development Director 626.430.2206 gromo@irwindaleca.gov



John Davidson, City Manager

Attachments:

- A - Resolution No. 2016-71-2885
- B - Contract Services Agreement
 - A1 – Project Proposal dated September 8, 2016
 - A2 – Cost Proposal

RESOLUTION NO. 2016-71-2885

**A RESOLUTION OF THE CITY OF IRWINDALE CITY COUNCIL
AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$460,000 TO THE
SPECIAL STATE FUND 35 TO BE FULLY REIMBURSED FOR THE METRO
GOLDLINE STATION TRANSIT ORIENTED DEVELOPMENT (TOD) SPECIFIC
PLAN GRANT FOR FISCAL YEAR 2016-2017**

WHEREAS, in September of 2014, the Community Development Department applied for a grant from Metro to create a TOD Specific Plan along Irwindale's Gold Line Station;

WHEREAS, the City of Irwindale placed 2nd out of the 18 applications received by Metro and was awarded \$460,000 to move forward with the project;

WHEREAS, after several rounds of revisions to the scope of work, budget training, grant briefings, and grant agreement revisions, Metro approved the grant agreement in June of 2016, thereby commencing the 36-month timeline to complete the project;

WHEREAS, staff prepared a Request for Proposals and put together a selection committee consisting of City staff, members of the Chamber of Commerce, and business representatives;

WHEREAS, PLACEWORKS came out with the highest scores after two separate interviews based on its experience with similar projects, understanding of the City, proposed timeline, and proposed project management team;

WHEREAS, an expenditure appropriation of \$460,000 is required to pay for the Consultant, but is 100% reimbursable by the grant and will not exceed \$459,855.00; and

WHEREAS, a revenue appropriation will also be required for the grant which provides an additional \$30,000 above the \$460,000 to cover for staff's in-kind administrative services, which includes all of the coordination efforts staff has made since the approval of the grant agreement in June of 2016.

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

SECTION 1. The amount of \$460,000 is hereby appropriated to pay for the preparation of the Irwindale Gold Line Station Transit-Oriented Development (TOD) Specific Plan and Environmental Impact Report (EIR). The City Council

also approves the increase in budgeted revenues from Metro to pay for the aforementioned TOD Specific Plan and EIR.

SECTION 2. City staff shall submit quarterly reimbursement requests based on the Consultant's invoices and staff's in-kind time pursuant to the Metro Grant Agreement.

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 9th day of November 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-71-2885 was duly and regularly passed and adopted by the Reclamation Authority of the City of Irwindale at its regular meeting held on the 9th day of November 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

ATTACHMENT "A"

Contract Services Agreement

**CITY OF IRWINDALE CITY COUNCIL
CONTRACT SERVICES AGREEMENT WITH PLACEWORKS
FOR PREPARATION OF THE IRWINDALE GOLDLINE STATION TRANSIT ORIENTED
DEVELOPMENT (TOD) SPECIFIC PLAN AND ENVIRONMENTAL IMPACT REPORT**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 9th day of November, 2016, by and between the CITY OF IRWINDALE, a public body corporate and politic, (herein "City") and PLACEWORKS (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the attached proposal, dated September 8, 2016, and associated cost proposal attached hereto as Attachments "A1" and "A2" and incorporated herein by reference. Contractor warrants that all work and services set forth in the attached proposal, dated September 8, 2016, will be performed in a competent, professional and satisfactory manner.

1.2 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 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.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the attached proposal, dated September 8, 2016, attached hereto as Attachment "A2" and incorporated herein by this reference, but not exceeding FOUR-HUNDRED FIFTY-NINE THOUSAND EIGHT-HUNDRED FIFTY-FIVE DOLLARS (\$459,855.00).

2.2 Method of Payment. Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid monthly for costs incurred in accordance with invoices submitted to the City, as further set forth in Attachment "A".

3.0 COORDINATION OF WORK

3.1 Representatives of Contractor. Karen Gulley and Nick Pergakes are hereby designated as being the Principal and Project Manager, respectively, representatives of Contractor and authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. The City Manager hereby designates the Community Development Director as the representative of the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager shall have the right to designate another Contract Officer by providing written notice to Contractor.

3.3 Prohibition against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City 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. Contractor shall perform all services required herein as an independent contractor of the City and shall remain under 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 the City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, 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 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.

(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 City 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.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, 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 canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

The Contractor agrees that the provisions of this Section 4.1 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.

The 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 City due to unique circumstances.

4.2 Indemnification. Contractor agrees to indemnify the City, 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, including paying any legal costs, attorneys fees, or paying any judgment (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 or services of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until the maximum contract amount is expended, but not to exceed thirty-six (36) months.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the

Contract Officer. In the event of termination by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

6.1 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 ensure 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.

6.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City 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.

6.3 Conflict of Interest. No officer or employee of the City 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.

6.4 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 City, to the City Manager, 5050 N. Irwindale Avenue, Irwindale, California 91706, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

6.5 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.

6.6 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.

6.7 Severability. In the event that part of 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 portions 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.

6.8 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.

6.9 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 attorney's fees, whether or not the matter proceeds to judgment.

6.10 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.

CITY:

Irwindale, a public body corporate and politic

John Davidson, City Manager

ATTEST:

Laura Nieto
Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante
City Attorney

CONTRACTOR:

PLACEWORKS

By: _____

Name: Karen Gulley

Title: Principal

Address:

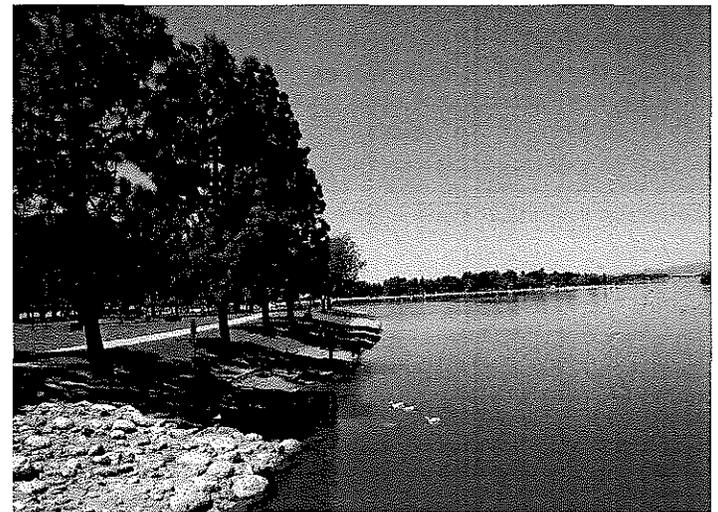
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

[END OF SIGNATURES]

ATTACHMENT "A1"

SCOPE OF SERVICES

Project Proposal Dated September 8, 2016



Gold Line Station TOD Specific Plan and CEQA Documentation

PROPOSAL TO: CITY OF IRWINDALE | SEPTEMBER 8, 2016



with: EPS, IBI Group, McKenna et al.
and Cadre Environmental





Gold Line Station TOD Specific Plan and CEQA Documentation

PROPOSAL TO: CITY OF IRWINDALE | SEPTEMBER 8, 2016

SUBMITTED TO:

CITY OF IRWINDALE

Gustavo Romo
Community Development Director
5050 North Irwindale Avenue
Irwindale CA 91706
626.430.2206 | gromo@irwindaleca.gov

SUBMITTED BY:

PLACEWORKS

Karen Gulley
Principal
3 MacArthur Place, Suite 1100
Santa Ana CA 92707
714.966.9220 | kgulley@placeworks.com

WITH:

IBI GROUP
ECONOMIC & PLANNING SYSTEMS
McKENNA ET AL.
CADRE ENVIRONMENTAL



September 8, 2016

Gustavo Romo
Community Development Director
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Subject: Proposal to prepare Irwindale Gold Line Station Transit Oriented Development (TOD) Specific Plan and CEQA Documentation

Dear Mr. Romo:

On behalf of the PlaceWorks team, we are excited to submit this proposal for professional services for the Irwindale Gold Line Station TOD Specific Plan and CEQA Documentation. While crafting this proposal, we have an effective approach that is tailored to the unique opportunities this project affords to improve the quality of life for Irwindale's residents, business owners, and local employees. As called for in the RFP, we shaped our proposal to help you realize a transit-oriented district specific plan, associated studies, and EIR that represent local values and priorities around the Irwindale Gold Line Station.

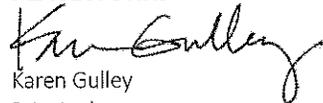
At the forefront of specific plan practice, PlaceWorks has completed more than 300 specific plans throughout California. As the prime consultant, we will manage the project, furnish technical expertise in a variety of planning disciplines (public policy development, land use planning, community design, and environmental planning), and provide strategic counsel to optimize the value of this comprehensive effort.

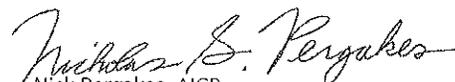
PlaceWorks' team will be led by Principal-in-Charge Karen Gulley and overall Project Manager Nick Pergakes, AICP, in consultation with and at the direction of the Community Development Department. Karen and Nick offer important insights from their current planning work, especially the City of Hope campus specific plan, which is relatively local, and other TOD specific plan efforts involving Metro facilities. PlaceWorks has enlisted IBI Group, EPS, McKenna et al., and Cadre Environmental—leaders in transit-oriented planning—to complete a team that is very familiar with the City of Irwindale and the Gold Line system. Collectively, we are collaborators, innovators, and problem solvers who can anticipate challenges and opportunities and bring our individual strengths, passions, and experience to the table to complement and inspire each other and the communities we work with.

We appreciate the opportunity to submit this proposal for your consideration. This proposal shall remain valid for 90 days. As a Principal of the firm, I am authorized to bind the team to the contents of this proposal and to negotiate contracts on behalf of the firm. If you have questions, please contact me at 714-966-9220 or kgulley@placeworks.com. We look forward to the opportunity to meet in person to discuss our approach for this interesting and collaborative project and how we can help you achieve your goals.

Respectfully submitted,

PLACEWORKS


Karen Gulley
Principal


Nick Pergakes, AICP
Senior Associate

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1. SCOPE OF SERVICES



Metro

Irwindale



1. Scope of Services

PROJECT UNDERSTANDING

The opening of the Irwindale Gold Station in 2016 provided a new, high quality transit option for both residents and the large number of workers coming into the City every day. With this grant, the City now has an opportunity to focus on how best to leverage the community's assets, connect uses and activities, and attract future investment to create more engaging and vibrant places. While the term "transit-oriented development" is used to refer to individual development projects, buildings, or other improvements in proximity to transit stations, it does not accurately capture the important relationship between transit stations and their surrounding communities. The success of Metro's transit system has led to significant increases in ridership and demand for transit-accessible amenities, jobs, and housing. The extension of the Gold Line to Irwindale presents unique opportunities for change and improvements, based on the community's values and needs.

Transit-oriented development (TOD) planning in this area has some unique challenges that will need to be carefully studied and creatively addressed. The Gold Line station sits alongside I-210 and is enveloped by industrial land uses, presenting significant barriers to mobility and walkability. The 210 freeway has fractured the street network, bisecting the commercial and business districts and impairing pedestrian access between the north and south. Though Irwindale has access to an extensive network of public transportation, the restrictions of the built form of the pedestrian and bike networks limit the ease of access to the existing transit system.

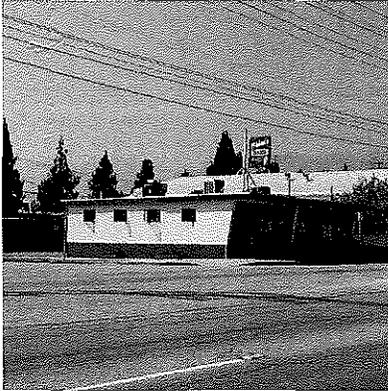
The sand and gravel mining industry remains a moving force in the City's economy, but other long-standing successful businesses—Miller Brewing Company, Ready Pac Produce, Davis Wire, Nu-Way Industries, and Pepsi—reflect the City's ability to support economic diversity. The City has identified the need to transition from mining to manufacturing and high-tech in order to achieve a sustainable economy. The City has incentivized the development of manufacturing and created opportunities for tech-based industry to grow and thrive in Irwindale—demonstrated by the completion of the Irwindale Business Center and the arrival of such companies as Charter Communications, the Los Angeles Times, and Iron Mountain.

Although the transition of industrial sites can pose feasibility issues associated with site preparation, large parcels near transit and highway links are highly desired for a range of land use types, such as big-box retail and industrial/flex. The San Gabriel Valley market area (in which Irwindale competes) is mature and largely built out, and the large sites favored by developers are few and far between. Growth in the high-tech and health-care sectors has led to strong developer interest in sites that can easily be accessed from the research and educational nodes in Pasadena, Duarte, Pomona, and Montclair. By virtue of its location and large parcels, the Irwindale Station Plan Area can transition to serve this increasingly integrated market area.

The area around the station needs a strong sense of place and community identity to increase its visibility and attract new investment. Several rock quarries may serve as opportunity sites that stimulate future development and activities in the area. Identifying opportunities for public/private partnerships and collaboration across jurisdictional boundaries will be critical to spurring reinvestment along the TOD corridor.



1. Scope of Services



The Irwindale Gold Line TOD Specific Plan provides an opportunity to address the physical and market challenges, as well as the opportunities for a new wave of economic revitalization. The existing urban form is oriented toward automobiles, rather than people, and the highway-adjacent light rail corridor presents challenges to creating a walkable urban environment. Building off the goals of the City's Economic Strategic Plan, the policies developed for the study area will address connectivity and mobility, land use changes that diversify the economy, and the availability of more services and goods for residents and the local workforce. The new land use and economic policies would aim to attract regional shoppers and strengthen the City's overall tax base. Phasing TOD into Irwindale's station area will involve a major shift in the local market and likely occur over many years..

APPROACH TO THE WORK PROGRAM

Placeworks' proposed approach and work plan for assisting the City of Irwindale in creating a TOD Specific Plan to guide development around the Irwindale Gold Line station will provide the tools to create a vibrant, healthy, and sustainable transit-oriented community.

Our approach is based on key placemaking practices that integrate land use and economic development, urban form and design, mobility, community identity, and improvements to the public realm at the appropriate scale and location to enhance a sense of place for residents, commuters, and visitors alike. We will examine the mix of uses to be accommodated, the scale and orientation of buildings and open space, and the connections internally and with adjacent districts. Using a placemaking approach, the following areas of emphasis will be addressed by the PlaceWorks team.

Sense of identity. The PlaceWorks team will help the City build the brand and enhance the character of the Irwindale station area to thoughtfully reflect the goals of a livable, thriving, transit-oriented community. Community outreach to determine the unique resources and a vision that enhances and promotes these as essential to the quality of life and business recruitment will guide the development of the Specific Plan.

Making great places. Our work is guided by thinking and planning in three-dimensions about the organizing framework of streets and public spaces; the mix of uses to be accommodated; assembly, massing, scale, orientation, and architectural character and quality of buildings; design of streetscapes and public open spaces and their amenities; and connections internally and with adjoining neighborhoods and districts. We will build upon existing studies and plans, refining and supplementing these based on further market studies, and we will develop comprehensive and integrated plans, policies, design guidelines, standards, capital improvements, and implementation programs. We will define public realm improvements that contribute to a lively, walkable place and may include gateway improvements, streetscapes, plazas, wayfinding signage, and—as specified by the mobility team—shared parking facilities. Guidelines and standards for private development may facilitate architectural design that avoids prescriptive styles and allows creativity, innovation, iconic buildings, and the element of surprise; inclusion of on-site spaces for gatherings and events; and buildings and site configurations that can adapt as the market evolves.

Designing the public realm around transit systems and station areas. The key is to create great public spaces in proximity and linked to the transit station and surrounding community areas that support a range of goals, including:

- » Enhancing, facilitating, and encouraging riders and ridership levels.
- » Placemaking: creating public places associated with the system which are designed to respect and be responsive to the unique character of the adjacent communities, districts, neighborhoods, landmarks, and destinations.
- » Expressing and enhancing the image and “brand” of systems so that they are viewed as community assets that are welcome and valued.

Good landscape, amenities, and urban design create “people places” that engage the broad range of stakeholders and address the stakeholder needs associated with the system and alignment. Stakeholders may include riders—who may also be drivers, bicyclists, and pedestrians—as well as individuals interfacing with the system and traveling around it, to home and business owners adjacent to the system who may use or have customer bases that use the system.

Connecting the dots—first/last mile. The locations of the Irwindale Metro Gold Line station and the Baldwin Park Metrolink Station provide residents and commuters in Irwindale with important connections to the regional transit network. However, the physical location of each station presents challenges related to first/last mile access to surrounding businesses. A key aspect of promoting TOD in the Specific Plan area, particularly along the Irwindale Avenue corridor, will be strengthening the potential first/last mile connection and expanding the access shed for bicycles, pedestrians, and feeder transit services to these two stations.

IBI Group is very familiar with the issues surrounding both transit stations, especially the Gold Line station through our previous work on the corridor-wide Gold Line Foothill Extension TOD plan and the Foothill Extension Bus Interface Plan. We propose to apply our solid knowledge of the station area and its key mobility challenges and opportunities to develop a first/last mile plan that is tailored to support the implementation and success of the TOD Specific Plan.

The first/last-mile journeys to and from a transit stop often impact a person’s decision to use public transit. The easier it is to access the transit stop, the more willing people will be to use it. A number of challenges exist with improving first/last mile connections to transit. In many situations, construction of pedestrian and bicycle infrastructure is constrained by conditions such as narrow right-of-ways, utilities, grading, and topography. IBI Group understands these limitations and will employ a network approach that focuses on prioritizing different modes of travel along different streets to develop a network of complete streets that can accommodate multimodal transportation as well as improve access to transit and first/last mile connections.

We will focus on providing thoughtful, high-quality, environmentally efficient, and economically feasible strategies for transit access. We will also focus on implementing a “rider-first” approach and design strategies that promote ridership and improve amenities. Amenities such as seating, shade, lighting, wayfinding, signage, bicycle facilities, and accommodation for increasing mobile technologies and rideshare must be considered as part of the holistic rider experience. These elements not only make using the system more comfortable for the rider, but positively impact ridership and enhance the land value of adjacent properties.



1. Scope of Services

Quality centers of activity. Uses and activities along the TOD corridor area must be appropriately located and scaled, offer daily services, and be of the best quality in order to be supported by area residents and to attract further development to the community. They must consider employment opportunities, existing market demand for future business and industry, and the synergy building around transit-adjacent developments in Irwindale and the San Gabriel Valley. A thorough market study by EPS will inform land use changes and development incentives in the Specific Plan area.

Making it real—identifying catalytic projects. The success of any plan is measured by results that can be seen on the ground, that create economic activity, energize community activity, and are embraced by residents. To avoid becoming another “paper” document, the PlaceWorks team will identify key properties that are currently under utilized and present an opportunity to redevelop or reuse major redevelopment sites, such as the gravel pits on the north side of I-210. We will analyze potential catalyst sites in the study area, public improvements, and opportunities for public-private partnerships that can induce transformative change along the TOD corridor. Our team’s ability to effectively identify focused projects that catalyze change is demonstrated by our work for Santa Monica’s Third Street Promenade and the La Cienega-Jefferson Blue Line Station.

An implementable, fundable plan. The PlaceWorks team will ensure that the infrastructure/streetscape components of the TOD Specific Plan for Irwindale is “funding ready” and compliant with Metro’s first/last mile strategy in terms of the street and connectivity guidance developed for the study area. The First Last Mile Strategic Plan and Planning Guidelines were developed by a team that included IBI Group and were co-sponsored by Metro and SCAG in an effort to improve the first/last mile connections to and from Metro rail and BRT stations. This plan was been formally adopted and is in initial phases of implementation, redefining the mobility dynamics of Los Angeles. The American Planning Association’s Los Angeles Section recognized this project with an Award of Merit for Planning Best Practices.

Establishing tiering and streamlining opportunities through a Program EIR. We believe that a Program EIR (PEIR) is best suited for the proposed Specific Plan because it will allow the City to consider broad policy alternatives and program-wide mitigation measures. It also provides land use flexibility as well as effective mitigation for future projects. The PEIR will outline requirements for subsequent development, including appropriate site-specific technical studies and/or investigations. Mitigation can also identify performance standards when detailed project information is unavailable. Appropriate structuring of the PEIR will limit CEQA documentation and processing for future projects.

Ensuring legally defensible CEQA documentation. The proposed PEIR is a comprehensive environmental review process that includes all of the required public noticing from start to finish. We will conduct the initial scoping process for the Initial Study, prepare the Draft and Final PEIRs, oversee the preparation of technical studies in support of the PEIR, and review the completed technical studies to ensure compliance with all CEQA requirements. Furthermore, the PlaceWorks team stays apprised of CEQA-related court cases and will ensure that our documentation and processing is legally defensible. Bill Halligan, Principal of Environmental Services, and Nicole Morse, Associate Principal, are CEQA attorneys and current members of the Association of Environmental Professionals’ Legislative Review Committee.

The Irwindale Gold Line Station TOD Specific Plan EIR will be specifically tailored to take advantage of future SB 743 exemptions. Our team will include the level of detail necessary to ensure that growth and revitalization of the area is not hindered by unnecessary future California Environmental Quality Act (CEQA) processes. PlaceWorks is uniquely qualified for this task. Nicole Morse, Esq., Associate Principal, managed the Pasadena General Plan EIR (certified August 2015), which is the first EIR in the state to use new transportation metrics in alignment with SB 743.

PlaceWorks is also unique in that our planning and environmental teams work in an integrated manner. The environmental team will provide critical input throughout the planning effort. Specifically, even though the EIR formally kicks off when the land use plans are finalized, our environmental planners will be engaged through the planning process to identify environmental constraints and guide the land planning effort so that costly mitigation can be avoided. The environmental staff helps to develop a plan that minimizes environmental impacts from the beginning.

The Irwindale Gold Line Station TOD Specific Plan EIR will meet all applicable requirements of CEQA, the CEQA Guidelines, and SB 743. Our commitment is providing a legally defensible document, and we have assembled a team of diverse and well-qualified environmental planners, scientists, engineers, and other specialists for this project.

SCOPE OF WORK

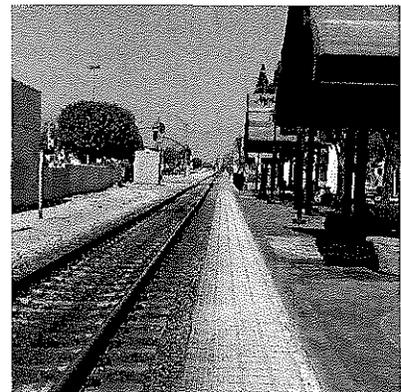
The following scope of work has been prepared in response to your Request for Proposals and is tailored to address the unique issues and objectives for the Irwindale Gold Line Station area and Irwindale Avenue corridor. The scope is intended to give the City the tools to leverage the area around the station into new development opportunities and create great places and contribute to the vitality and livability of the City and the quality of life of its residents. We believe that this work scope reflects your needs, but we want to emphasize that it is negotiable to accommodate your priorities and arrive at products that are most effective in achieving community visions and objectives.

TASK 1.0 PROJECT INITIATION AND COORDINATION

This task will set the stage for the Irwindale TOD Gold Line Specific Plan work program. After the initial kick-off meeting with the City of Irwindale staff (Subtask 2.1), PlaceWorks will revise and finalize the preliminary work plan, the Specific Plan boundaries, and project schedule. We will work with the City to establish procedures and protocols to ensure that the final work program addresses all objectives and expected outcomes, is conducted in a timely manner, and is coordinated with ongoing City programs.

Subtask 1.1 Final Work Plan

PlaceWorks will prepare a final work plan providing a detailed schedule of tasks, deliverables, and responsibilities; a system to track, monitor, and report performance; and formats for submittal of invoices to the City. Tasks will be assigned to staff on a weekly basis and the schedule reviewed and updated periodically. Our project management team will participate in bi-weekly conference calls with City staff to review project progress and program future tasks.



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Subtask 1.2 Project Schedule

PlaceWorks will prepare and maintain the project schedule to effectively manage and coordinate the project. The schedule will show the critical path for studies and review as well as the critical deadlines and how those impact the event chain. This schedule will be updated regularly to track project's progress, including all subconsultant tasks, the CEQA analysis, and City staff reviews.

The project management team will coordinate the monthly invoices with all subconsultants and coordinate and monitor billing of time and expenses. Staff's and consultants' projected time will be compared with actual billing and invoices to provide coherent, integrated progress reports.

Subtask 1.3 Review of Specific Plan Area Boundary

PlaceWorks will review the proposed Specific Plan boundary from the RFP and make recommendations for delineating the final area to be analyzed. The Specific Plan area will be fine-tuned in Task 2.0 in conjunction with City staff, stakeholders, and others.

Subtask 1.3 Deliverable(s):

- Final work plan (1 electronic copy)
- Draft project schedule (1 electronic copy)
- Preliminary Specific Plan boundary map (1 electronic copy)
- Monthly progress report and invoices (electronic copies and hard copies)

TASK 2.0 BASELINE STUDIES/STATION AREA ANALYSES

The PlaceWorks team will compile, analyze, and document existing conditions and policies, plans, and regulations in the study area. A broader analysis will be conducted on areas influencing the study area, such the Baldwin Park Metrolink station or nearby opportunity areas. For each category of data, we will identify pertinent constraints and opportunities that will inform the refinement of land use, urban form, streetscape, and mobility plans. The findings from the analysis will also serve as the database for preparation of the "Environmental Setting" section of the EIR. A descriptive profile of existing conditions, opportunities and constraints, and community assets will be prepared with text, tables, maps, photographs, and illustrations. This information will also be digitally formatted for posting on the project website and for displays and PowerPoint presentations to be used in community outreach and public meetings.

Subtask 2.1 Station Area Planning Kick-off Meeting

We will conduct a meeting to introduce participating consultant and City staff members; review previous studies and plans that establish the foundation for TOD planning and design; confirm expected outcomes, work tasks, product deliverables, responsibilities, and schedule; identify protocols for submittal and review of consultant work products; confirm project objectives and the process for developing and implementing the public outreach program; and identify and acquire regulatory documents and studies and relevant data. The study area boundaries for the Specific Plan will also be discussed and determined. Following the kick-off meeting, we will participate in a field tour of the study area guided by City staff to share their experience, insights, and observations about the issues and opportunities for development.

Subtask 2.1 Deliverable(s):

- Premeeting lists of data needs, key project contacts, potential stakeholder interviewees (electronic copy)

- Project kick-off meeting agenda and PowerPoint (1 electronic copy and 15 hard copies)
- Study tour packet with aerial map of study area and information (1 electronic and 15 hard copies)
- Meeting and study tour notes summary (1 electronic copy)

Subtask 2.2 Circulation Study

The PlaceWorks team will analyze and document the elements contributing to the character, urban form, and walkability of the Irwindale Gold Line Station and the extended study area to the south along Irwindale Avenue. Data will be compiled from existing studies, plans, and aerial photographs, supplemented by field observations in the study area boundaries. Field observations will be guided by the station survey form that IBI Group developed for Metro's adopted First Last Mile Strategic Plan.

Analysis will be based on the station analysis methodology in the First Last Mile Strategic Plan. The process includes identifying points of interest, street grid, pedestrian shed, high vehicular speed corridors, key transit access corridors, bike connections, bike or pedestrian collisions (with available data from the City or other sources), land uses, and pedestrian-friendly conditions. An access-barriers overlay map will be developed that identifies key walking routes to the station.

The circulation study will include an existing conditions assessment that will include field observations, policy and standards review, and data review. The PlaceWorks team will conduct a field review of the study area to observe the existing land uses, key street features, roadway widths, lane geometries, transit services, stop locations, and on-street parking restrictions along arterial roadways within the Specific Plan area. During the existing conditions review, the PlaceWorks team will collect, document, and map the following information.

Existing Circulation Network

- » Maps of street classifications, bikeway network, transit service, and pedestrian priority zones
- » Assessment of mobility constraints and opportunities
- » Review of travel mode splits, origin/destination patterns, and transit service
- » Review of street-design standards
- » Review of traffic volume and level of service (LOS) data
- » Identification of key barriers to internal mobility and external access
- » Bicycle, pedestrian, transit, and motor vehicle circulation opportunities and constraints
- » The peak hour and daily volumes, lane configurations, and controls will be presented graphically in the infrastructure technical report. The results of a level of service analysis based on lane geometry and peak hour volumes for existing conditions will be tabulated.

Future Circulation Network (currently planned/proposed)

- » To determine the future circulation network, IBI Group will also review policies, plans, and documents for street improvement projects currently planned in the Specific Plan area. Work efforts will include:
 - Proposed roadway improvements (based on previous transportation modeling) and alternative mode facilities and improvements (based on planned improvements)

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- Review of future-baseline traffic volume forecasts and underlying assumptions (i.e., land use/transportation balance and model-forecast origin/destination patterns and travel modes)

Multimodal Mobility and Access

The multimodal mobility and access assessment will identify major constraints and opportunities and, where appropriate, provide considerations for Specific Plan policies specific to circulation. The assessment will illustrate the existing level of multimodal accessibility and connectivity in the Specific Plan area. In addition to the existing conditions review, IBI Group will also prepare a review of transportation best practices for consideration in the TOD Plan, consistent with the Metro First Last Mile Strategic Plan guidelines and other regional planning documents. This will include:

- » Complete streets strategies
- » Transportation demand management (TDM) strategies
- » Transit access
- » Land use/transportation balance
- » Alternative vehicular networks
- » Reductions in vehicle miles travelled (VMT)

The PlaceWorks team recommends that the overall land use and transportation plan consider realistic growth in land use assumptions and the implications of that growth. The main impetus for this review is to ensure that infrastructure, such as roadways, is not oversized. Oversized infrastructure places a significant financial burden on the City to build and maintain, especially if the development it is intended to serve does not occur or is unduly delayed.

Subtask 2.2 Deliverable(s):

- Draft and Final Circulation Study (1 electronic copy)
- Infrastructure maps including GIS shapefiles (1 electronic copy of each and digital files)

Subtask 2.3 Base Map Preparation

This TOD project provides a prime opportunity for the City of Irwindale to conduct necessary upgrades to its GIS data systems. We will provide the City with a series of GIS base maps, aerial photographs, and data layers that can serve as the foundation for the City to expand its GIS database in the future. We will also be able to utilize this information to construct a number of graphics and necessary data layers for modeling place-type alternatives in later steps. However, the first step will be to obtain and verify the data that the City has available.

The focus of this subtask is to obtain relevant map information from the City, such as existing land uses, municipal code, and general plan designations, and assemble various GIS data sources into an integrated GIS platform to support the work program, including project boundaries, streets, circulation and other infrastructure systems, and parcels over an aerial photograph.

The PlaceWorks team will identify data deficiencies and potential inaccuracies. To assist with this process, we recommend holding a staff/consultant coordination meeting to review the map information and recommend changes. The team will prepare an accurate, parcel-level base map.

The PlaceWorks team will also prepare a GIS map for the technical engineering studies that will compile the existing mapping information related to wet utilities,

including existing sewer and water facilities and storm drain systems, in both the City's and county's jurisdictions.

We have assumed that current, available aerial topography will be provided by the City to define drainage patterns and boundaries. In areas where the drainage boundary extends beyond the limits of the provided aerial topography, other available topography will supplement it, and the two will be spliced together to form a uniform base map.

Subtask 2.3 Deliverable(s):

- Base map (1 electronic copy and 1 hard copy map)
- Engineering infrastructure maps (1 electronic copy and 1 hard copy of each)
- ArcView shapefiles of GIS coverage created for the project

Subtask 2.4 Specific Plan Outline and Format

The consultants and City staff will discuss formatting and layout prior to preparing the Specific Plan document. A draft outline with table of contents will be reviewed by the City and help clarify how the document will be structured. In addition, a style guide will be shared to show how the Specific Plan will look in terms of layout, fonts, and graphics and placement of exhibits, illustrations, maps, and photographs.

Subtask 2.4 Deliverable(s):

- Specific Plan outline and format (1 electronic copy)
- Style guide (1 electronic copy)

Subtask 2.5 Land Use Survey and Ownership Analysis

A windshield and walking survey inventory of existing, on-the-ground land use will be conducted. We will prepare a GIS-based land use database using existing resources and site assessments. The land use database will include parcel/building square footage, dwelling units, general plan/zoned land use, existing land uses, ownership (public or private), and tenants. We will also provide an overview of the project area's general development pattern and how it has evolved over time.

Subtask 2.5 Deliverable(s):

- Map showing land use and ownership information (1 electronic copy and 1 hard copy map)

Subtask 2.6 Opportunities and Constraints Analysis

Based on the existing conditions work conducted above, the PlaceWorks team will conduct a review of the existing policies, plans, and regulations that currently guide development in the TOD Specific Plan area. We will also coordinate with the City on previous or current development proposals, planned capital improvements, and other existing information that is relevant to the design and planning process. Based on this work, as well as the work in Subtasks 2.2 and 2.5, we will prepare a comprehensive overlap map (or series of overlay maps) that will be used in public meetings and discussions. For each category of data, we will identify pertinent constraints and opportunities that will inform the refinement of land use, urban form regulations and guidelines, streetscape, and mobility plans.

Subtask 2.6 Deliverable(s):

- Map depicting opportunity and constraints in Specific Plan area (1 electronic copy)
- Summary of opportunities and constraints (1 electronic copy)

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Subtask 2.7 Community Assets Assessment

The PlaceWorks team will conduct an inventory of the City's assets and how they support the objectives of the TOD Specific Plan area. This will include a field survey of properties in the Specific Plan area to identify properties and buildings offering opportunities for reuse, intensification, and/or new development capturing demands generated by the Gold Line. The existing street infrastructure and amenities contributing to the pedestrian environment will also be assessed. The review of existing street right-of-ways and public parks will also identify potential opportunities for green street improvements in later tasks.

Subtask 2.7 Deliverable(s):

- Summary of community assets (1 electronic copy)

Subtask 2.8 Economic Development Strategic Plan and Fiscal Impact Analysis

Market Assessment Study

EPS will prepare an assessment of the underlying socioeconomic and real estate market context for the Specific Plan. The technical analysis will cover key demographic, economic, and real estate factors influencing development potential in the Specific Plan area and its competitive market area. The analysis will provide the team with an informed market perspective for desired land uses and program alternatives as well as insight into how the Specific Plan zoning designations may support the City's economic development goals.

As noted in the "Economic Development Strategic Plan" prepared in 2011, the City desires to diversify its revenue base and lessen its dependence on mining-related taxes with alternative revenue sources that are more reliable and less constrained by time and resources. The market assessment will pay close attention to market support for land uses at Specific Plan area opportunity sites that may generate such alternative streams of fiscal revenue for the City. These uses may include—but not be limited to—commercial activities with higher employment densities such as retail, industrial/flex, and creative office, as well as further industrial development. Also, to the extent that the market and opportunity sites support it, EPS will consider potential for multifamily and multifamily-over-commercial uses.

An important input into this analysis will be the stakeholder outreach process facilitated by other members of the consultant team, in which EPS will participate where appropriate for assessing economic and market factors and economic development goals. EPS will also draw upon other primary and secondary data sources in its analysis, such as CoStar, the Census, the California Employment Development Department, the Board of Equalization, the California Department of Finance, SCAG, ESRI Business Analyst, and real estate brokers' reports. The final product will be a market conditions memorandum with an extensive appendix that summarizes all findings from the assessment of market factors.

Fiscal Impact Analysis

Fiscal Impact Analysis will provide the City of Irwindale with an understanding of how the proposed (up to three) Specific Plan program alternatives will affect costs and revenues in the City's General Fund and whether and to what extent the program will help the City realize its fiscal enhancement goals. This planning-level analysis will be based on an evaluation of the City's budget and estimates related to primary revenue generators (e.g., property, sales tax, utility users, business license, and other taxes). For quantifying fiscal revenue impacts, EPS will employ a per-capita

methodology, supplemented where necessary with a limited case-study approach, to estimate increases in General Fund revenues attributable to new development. For quantifying public service cost impacts resulting from the proposed Specific Plan, EPS will use an average cost methodology for forecasting increases in service demand and associated expenditures by land use category. The final product will be a fiscal impact analysis memorandum summarizing fiscal impact estimates and providing all backing data and calculations.

Infrastructure Financing Strategy

A key component to successful implementation of the Specific Plan will be improvements to the physical environment that enhance existing assets, support a sense of place, and attract or enable private sector investment. To support this effort, EPS will research and assess the financing tools that may be available to the City and current and future stakeholders to finance the public and private costs associated with the proposed Specific Plan. These may include, but not be limited to:

- » Public-private joint development opportunities for shared infrastructure
- » Strategic ground lease arrangements
- » Market-sensitive phasing
- » Value-capture techniques to convert fiscal benefits into financing tools
- » Overlay districts, such as CFDs or EIFDs, for financing public improvements or facilities
- » Cost allocation strategies for required off-site improvements or facilities
- » Other financial and fiscal measures or mitigation strategies to cover any potential fiscal deficits
- » Identification of potential local, state, and federal funding sources

A financing strategy memorandum describing tools available to finance infrastructure and providing a brief assessment of the applicability, availability, and potential yield from each will be prepared and submitted to City staff for review.

Subtask 2.8 Deliverable(s):

- Market conditions memorandum (1 electronic copy and 1 hard copy)
- Fiscal impact analysis memorandum (1 electronic copy and 1 hard copy)
- Financing strategy memorandum (1 electronic copy and 1 hard copy)

TASK 3.0 PREPARE AND ADOPT SPECIFIC PLAN

Preparing the Specific Plan begins with a strong vision that is built on community goals and input of citizens and various stakeholders throughout the process. The vision will be the touchstone that is used throughout this task to develop all the components of the Specific Plan. The PlaceWorks team will synthesize input received during community and stakeholder meetings to develop land use, urban form, streetscape and mobility plans, design guidelines, and development standards. The PlaceWorks team will develop the draft Specific Plan to meet specific plan requirements in California Government Code, sections 65450 et seq.

The PlaceWorks team will create a user-friendly Specific Plan document for City staff, future applicants, and the public, with graphics, diagrams, tables, and text to convey necessary information in a format that is easy to understand. Typically, agencies require specific plan documents to be prepared in Word format; however, because our documents are typically graphic intensive, we recommend the use of Adobe InDesign, which will result in a superior document and final work product. We will

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work with the City to prepare the Specific Plan in a format that is well suited for the City.

A key goal of the Irwindale TOD Specific Plan will be to develop policies, plans, guidelines, regulatory framework, and implementation programs that will support ongoing development, value creation, and economic development around the station area and along the Irwindale Boulevard corridor.

Subtask 3.1 Vision and District Identification

As the framework for the development of the alternative plans and urban design framework, an overall vision for the Specific Plan area and applicable districts (e.g., Irwindale Gold Line station area, Irwindale Avenue, opportunity areas) will be developed. The vision will address such factors as their functional role, land uses, physical form and character, economy, sustainability, and internal and external linkages. For the specific opportunity sites, we will describe the vision, potential future use, and strategies for implementation. Plans for the TOD corridor will also describe and establish concepts for connecting land uses with adjoining residential neighborhoods, commercial and industrial districts, and open spaces, addressing such factors as transitional densities/intensities and building heights. The vision will be developed in concert with the Ad Hoc Committee during the Specific Plan process (see Task 5.0) and will be documented and presented to the Planning Commission and City Council for confirmation.



Through the public outreach process, we will assemble photographs illustrating the types of uses, places, and public realm improvements that can be considered. The PlaceWorks team will also help convey the community's vision with freehand sketches or computer-generated renderings of the station area, proposed improvements along Irwindale Avenue, and/or opportunity sites in the study area.

Subtask 3.1 Deliverable(s):

- Vision and District Identification summary (1 electronic copy)
- Up to three freehand and/or computer-generated renderings (1 electronic copy each)

Subtask 3.2 Resource Identification

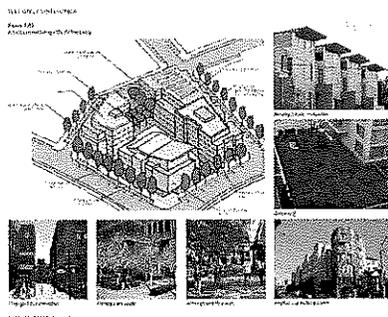
The PlaceWorks team will conduct a resources assessment to identify and document natural, cultural, and historic resources within the Specific Plan boundaries. Historically and architecturally significant buildings will be mapped and illustrated, and contributing elements described based on information available from the City and review of historical records and documents. Existing requirements and procedures for their protection will be discussed with the City. The resources assessment will be integrated with the Specific Plan in the existing conditions chapter.

Subtask 3.2 Deliverable(s):

- Resources identification and protection assessment (1 electronic copy)

Subtask 3.3 Prepare Alternative Plans/Urban Design Diagrams

PlaceWorks will use the work from the previous tasks to develop up to three alternative land use/urban design concepts that incorporate three key opportunity areas. We will generate a workbook of alternatives and define candidate uses, density and/or intensity, built form and scale, roadway/street and infrastructure improvements, and property and public realm design features—including architectural features, streetscape, urban greening, and landscape. The alternatives will embody smart



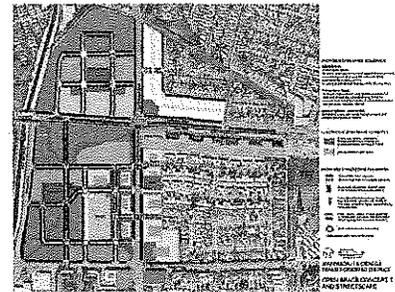
growth principles, support redevelopment and transit ridership, improve pedestrian circulation and access, and improve connections to the rest of Irwindale. This work effort will inform the final Land Use Plan, development regulations, and design guidelines for the Specific Plan.

Subtask 3.3 Deliverable(s):

- Three alternative land use and urban design concept diagrams (1 electronic copy and 3 hard copies)

Subtask 3.4 Prepare Preferred Plan/Urban Design Plan

Using the opportunities and constraints information from Subtask 2.6 and the alternatives from Subtask 3.3, the PlaceWorks team will prepare a “preferred plan/urban design plan” for the Specific Plan area. The PlaceWorks team will work particularly closely with the economic and mobility subconsultants to prepare feasible development concepts and circulation systems that address concerns about density, mix of uses, connectivity, etc. The preferred plan/urban design plan will be illustrated with graphics that explain the concepts and generate excitement. A statistical summary will be included for use in kicking off the CEQA analysis. The PlaceWorks team will prepare an administrative draft preferred plan/urban design plan for review by City staff and, based on staff direction, a draft “preferred plan/urban design plan” and statistical summary for review by stakeholders and community members.



Subtask 3.4 Deliverable(s):

- Preferred plan/urban design plan (1 electronic copy and 1 hard copy)

Subtask 3.5 Prepare Administrative Draft Specific Plan

Building off of the tasks completed to date and the outline created in Subtask 2.4, the PlaceWorks team will prepare and coordinate the administrative draft Specific Plan document with City staff.

The Irwindale TOD Specific Plan land use program and regulatory framework will facilitate and support ongoing revitalization, value creation, and economic development in the station areas and along the Irwindale corridor. The Specific Plan document will include the vision and goals of the plan, the preferred land use and urban design TOD corridor plan; development standards; design guidelines; and mobility, infrastructure, and administration and implementation strategies.

The administrative draft Specific Plan will be presented to City staff for review in various stages throughout Task 3 to ensure it is consistent the City’s goals and objectives.

Subtask 3.5 Deliverable(s):

- Prepare administrative draft Specific Plan (1 electronic and 5 hard copies)

Subtask 3.6 Prepare Screencheck Draft Specific Plan

After the City has reviewed and provided comments on the administrative draft Specific Plan, the PlaceWorks team will prepare the screencheck draft of the Irwindale Gold Line Station TOD Specific Plan.

Subtask 3.6 Deliverable(s):

- Prepare screencheck draft Specific Plan (1 electronic and 1 hard copy)

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Subtask 3.7 Prepare Hearing Draft Specific Plan

Following City review, feedback, and comments on the screencheck draft Specific Plan, the PlaceWorks team will prepare the hearing draft of the Irwindale Gold Line Station TOD Specific Plan. The City will announce the release of the Specific Plan and provide the public with the opportunity to comment. The hearing draft will be used for the Planning Commission and City Council hearings.

Subtask 3.7 Deliverable(s):

- Red-lined version of Specific Plan that consolidates all comments
- Hearing draft Specific Plan (1 electronic and 1 hard copy)

Subtask 3.8 Planning Commission Hearing

The public will have an opportunity to review and comment on the hearing draft during the public review periods required by the Irwindale Municipal Code and CEQA. The PlaceWorks team will collect and review the feedback before and during the public hearings. We will assist City staff with presenting the TOD Specific Plan and Program EIR to the Planning Commission.

Subtask 3.8 Deliverable(s):

- Copies of the agenda, staff report, PowerPoint presentation, and minutes from Planning Commission hearing

Subtask 3.9 City Council Hearing

Before the City Council meeting, PlaceWorks will make corrections or edits to the hearing draft Specific Plan based on comments from the Planning Commission. PlaceWorks staff will attend one City Council hearing to present the final draft specific plan to the City Council.

Subtask 3.9 Deliverable(s):

- Copies of agenda, staff report, PowerPoint presentation, and minutes from City Council hearing

Subtask 3.10 Prepare Final Specific Plan and Adoption

PlaceWorks will prepare the final Specific Plan document based on comments at the City Council hearing from the council and the public. Based on the final Specific Plan, the PlaceWorks team will prepare the final revisions to the zoning and general plan land use maps. PlaceWorks will attend one hearing with the City Council for final review and adoption. In the final adoption hearings, the City Council will review and adopt the final draft Specific Plan and certify the EIR.

Subtask 3.10 Deliverable(s):

- Prepare final Specific Plan document (1 electronic and 1 hard copy) and ordinance
- Final zoning and general plan map revisions incorporating the new TOD Specific Plan designation

TASK 4.0 ENVIRONMENTAL COMPLIANCE

Subtask 4.1 Technical Studies

The following technical studies will be prepared to identify potentially significant impacts of the proposed Specific Plan.

Air Quality and Greenhouse Gas Emissions (PlaceWorks)

PlaceWorks will prepare an air quality and greenhouse gas (GHG) emissions technical analysis to evaluate potential air quality impacts associated with the proposed project. Impacts will be based on the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects in the South Coast Air Basin (SoCAB). Modeling will be conducted using the California Emissions Estimator Model (CalEEMod). PlaceWorks is a beta tester for SCAQMD and beta tested the new CalEEMod 2016.3.1 this July. The results of the analysis will be summarized in the EIR and modeling included as an appendix.

Criteria Air Pollutant and GHG Emissions

The proposed project would generate an increase in criteria air pollutant and/or GHG emissions from transportation sources, energy (natural gas and indirect emissions from purchased electricity), and area sources (landscape emissions, consumer products); indirect emissions from water use and wastewater generation; and indirect emissions from waste disposal. The emissions inventory and forecast will be developed based on the existing and proposed land uses and trip generation and/or vehicle miles traveled (VMT) provided by IBI Group. VMT benefits from proximity to the Gold Line stations will be provided by IBI Group and captured in the model. The air quality and GHG technical analyses will provide estimates of the increases in long-term emissions from operation of the project and compare them to SCAQMD's significance thresholds.

Construction Emissions

The air quality technical analysis will estimate the increase in short-term criteria air pollutant emissions generated by construction activities associated with the project. Construction emissions will be modeled using CalEEMod. Where preliminary construction information is unavailable, we will use CalEEMod defaults, as appropriate, and work with the City to develop the construction assumptions. Localized air pollution impacts from construction equipment exhaust and fugitive dust will be compared to SCAQMD's screening-level localized significance thresholds for their potential to elevate concentrations of air pollutants at adjacent land uses around the development site. Mitigation measures to reduce potential impacts will be identified, as necessary.

AQMP Consistency and Other Air Quality Impacts

The SoCAB is designated under the California and National ambient air quality standards (AAQS) for ozone, particulate matter (PM10 and PM2.5), and lead (Los Angeles County only). The project's regional emissions will also be evaluated for consistency with the SCAQMD Air Quality Management Plan. For other localized emissions, the SoCAB has been designated as attainment for carbon monoxide (CO) under both the California and National AAQS, and therefore CO hotspots will be discussed qualitatively. A qualitative assessment of potential odor generation will also be included.

Consistency with GHG Reduction Plans

The GHG analysis will discuss the GHG reduction goals of Assembly Bill 32 (AB 32), Senate Bill (SB 32), and Senate Bill 375 (SB 375). To achieve the GHG reduction targets of AB 32, the California Air Resources Board prepared the 2008 Scoping Plan and a 2014 update to the Scoping Plan. In addition, the Southern California Association of Governments (SCAG) has adopted the 2016 Regional Transportation Plan/Sustainable Communities Strategy to ensure that the southern California region can attain the

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regional transportation-related GHG reduction goals of SB 375. Project consistency with statewide and regional GHG emissions reduction strategies will be reviewed.

Biological Resources (Cadre Environmental)

A biological resources technical study will be conducted by Cadre Environmental. This study will include a literature review and natural resources assessment, which will be documented in a biological resources technical report.

Literature Review

Cadre will review the current California Department of Fish and Wildlife's Natural Diversity Database, California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California, and United States Fish and Wildlife Service's sensitive species and critical habitat databases prior to initiating field investigations in order to identify any potential threatened or endangered species and/or critical habitats known to exist within and/or adjacent to the project area.

Natural Resources Assessment

A biological resources habitat assessment will include a delineation of all general vegetation communities present within the Specific Plan area, and the findings will be incorporated into a geographic information system (GIS) for use during further environmental compliance/engineering analyses (State Plane NAD83, Zone 11 – feet), if warranted. The vegetation communities will be mapped based on Vegetation Classification System: A Manual for California Vegetation (John Sawyer, Todd Keeler-Wolf, and Julie Evens, 2009).

Cadre will also conduct a general biological survey of the entire Specific Plan area to identify potential habitat for any threatened, endangered, or otherwise sensitive species or habitats; nesting bird habitat; and jurisdictional boundaries, including but not limited to:

- » Coastal California gnatcatcher
- » Least Bell's vireo
- » Southwestern willow flycatcher
- » Sensitive vegetation (alluvial fan sage scrub)
- » Sensitive plants
- » USFWS critical habitat boundaries

In addition to a biological resources assessment, an analysis will be conducted to identify any areas in the Specific Plan area that may fall under the jurisdiction of the US Army Corps of Engineers, CDFW, and/or Regional Water Quality Control Board. Although this will not include a formal delineation, it will characterize the potential constraints associated with "waters of the United States" and "waters of the state" throughout the Specific Plan area, if present.

Biological Resources Technical Report

A biological resources technical report (including supporting graphics) for use in the preparation of the EIR will be prepared pursuant to the requirements of CEQA, California Public Resources Code Sections 21000 et seq.; the State CEQA Guidelines, California Code of Regulations, Title 14, Sections 15000 et seq.; and the City of Irwindale's CEQA procedures. Specifically, text sections will include a discussion of the environmental setting (vegetation communities, general and sensitive floral/faunal species habitats, and trees), significant direct/indirect and cumulative impacts, and associated mitigation measures proposed to reduce impacts. The report will also

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address biological elements of the City of Irwindale General Plan (2008), municipal codes, and zoning ordinances.

Historic Resources (McKenna et al.)

McKenna et al. will prepare a cultural report to support the environmental analysis related to archaeology, paleontology, tribal cultural resources, and historical resources. McKenna et al. will perform the following scope of work.

Archaeological Records Search

McKenna et al. will complete an archeological records search through the California State University, Fullerton, South Central Coastal Information Center. Data will cover the area within one-half mile of the Specific Plan area's boundaries.

Native American Consultation

McKenna et al. will contact the Native American Heritage Commission and inquire into the presence or absence of sacred or religious sites in or around the project area and, if applicable, will send consultation letters to identified local Native American representatives. AB 52 and SB 18 consultations will be performed by the City with McKenna et al. participating in consultation meetings if needed. Findings identified during consultation will be incorporated into the cultural resources report.

Historic Background Research

McKenna et al. will compile a basic land use history for the Specific Plan area through the Los Angeles County Assessor's records; historic parcel and subdivision maps; historic government maps (e.g., USGS), and local histories of development. McKenna et al. will review existing City listings for historical resources and confer with local historical societies. This research will be used to provide context for preliminary assessments of early improvements.

Paleontological Overview

McKenna et al. will arrange for a paleontological overview to assess the potential for paleontological resources in the Specific Plan area. This research will be prepared by the Natural History Museum of Los Angeles County.

Field Survey

McKenna et al. will conduct a "windshield" survey of the Specific Plan area to confirm the presence of previously recorded cultural resources and identify properties sensitive for recognition as historic resources, as defined by CEQA. Given the size of the Specific Plan area and convenient access to local streets, McKenna et al. anticipates that the survey will require four days by two surveyors. The survey will be supplemented by a detailed photographic record and field notes supporting the analysis and evaluations of potentially significant properties.

Report Preparation

McKenna et al. will prepare a technical report consistent with CEQA, NHPA (if applicable), and Office of Historic Preservations requirements. Based on the report's findings, McKenna et al. will identify mitigation recommendations for consideration by the City, as applicable.

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Noise (PlaceWorks)

PlaceWorks will prepare a program-level noise and vibration impact analysis for the proposed Specific Plan. This analysis will identify the impacts on nearby existing and proposed sensitive land uses from implementation of the Specific Plan. The noise analysis will discuss relevant standards and criteria for noise exposure, including State of California and City of Irwindale ordinances, policies, and standards. The technical analysis will be incorporated into the EIR with model outputs included in the appendix.

We will use our experience and knowledge of similar noise environments to characterize the existing conditions for the Specific Plan area, with particular attention being paid to the traffic flows on Irwindale Avenue, Foothill Boulevard, and the nearby 210 freeway. Rail traffic on the Gold Line tracks will also be accounted for. An area-wide evaluation of existing ambient noise conditions will document existing ambient noise conditions; identify the major sources of noise in the area; and identify potential issues, opportunities, and challenges with respect to noise and land use compatibility. A data-gathering visit to the Specific Plan area will be performed to acquire ambient noise level data. The ambient noise measurement surveys will consist of short-term (15-minute) sampling at up to six locations and long-term (24-hour) noise monitoring at up to two locations in the Specific Plan area. These locations will be selected by the consultant in coordination with City staff and will take into consideration the major roadways and arterials in the Specific Plan area.

The technical analysis will provide an estimate of short-term noise and vibration levels associated with construction of the Specific Plan. The level of significance will be based on the magnitude of noise and vibration generated at adjacent noise-sensitive receptors and the length of construction activities.

Noise from vehicular traffic will be assessed using a version of the U.S. Federal Highway Administration's (FHWA) Traffic Noise Model. The traffic noise contour evaluation will rely on traffic forecasts for major roadway segments, as provided in the traffic impact analysis for the Specific Plan. Noise levels will be assessed for existing year and horizon year conditions with and without the project for the Specific Plan area. Changes to ambient noise levels at buildout of the Specific Plan and from cumulative growth in the Specific Plan vicinity will be analyzed to determine if project-related noise significantly increases the ambient noise environment or significantly contributes to cumulative noise increases. Also, rail traffic on the Specific Plan area's tracks will be assessed using available Federal Railroad Administration and Gold Line information. In addition to traffic noise, effects of aircraft-related noise will be addressed.

The noise analysis will also qualitatively describe changes in the noise environment generated by non-transportation sources from the proposed development land uses (HVAC units, loading docks, trash compactors, commercial equipment, etc.). An evaluation of long-term noise and vibration impacts from the operation of the proposed uses on adjacent offsite uses will be provided. This analysis will be based on the proposed land use designations, the project description, and illustrations of the Specific Plan area. Noise impacts to adjacent noise-sensitive areas will be evaluated from these potential new uses, based on the noise limits of the City of Irwindale Municipal Code and the policies in the General Plan.

Traffic (IBI Group)

As part of the development of the EIR, IBI Group will evaluate current and forecast future traffic conditions for designated intersections and roadway segments. For purposes of the development of the scope of work and budget for the traffic study, data collection has been assumed to be needed on up to 10 roadway segments (24-hour traffic counts) and 30 intersections (2 hour AM and 2 hour PM peak period turning movement counts) for the typical weekday. IBI will work with City staff to determine specifically when and where these counts should be completed, as well as the availability of count data for other locations in the analysis.

The traffic analysis scope assumes that the traffic impact study will include analyses of both intersection and roadway levels of service, consistent with the City's current traffic impact analysis guidelines. We have also included a VMT analysis to provide consistency with the requirements of SB 743.

Analysis for Existing Traffic Conditions

After obtaining the pertinent traffic data, above, the level of service (LOS) of traffic operations at study intersections and roadway segments will be analyzed for the existing conditions and existing-with-project conditions. The LOS analysis for both intersections and roadway segments will be performed in accordance with City guidelines.

IBI Group will also develop estimates of trip generation for the study area, based on existing land uses. This effort will be developed in part using the SCAG regional travel demand model. As part of the optional VMT analysis, daily VMT forecasts can also be developed for the no project and with project conditions.

Forecast Traffic Volumes and Circulation

IBI Group has assumed that the SCAG 2016 RTP regional model would be used to develop future traffic forecasts for the Specific Plan. IBI Group will obtain the model from SCAG and will be responsible for conducting the model runs. The model forecasts will be used to generate traffic volume forecasts along major roadways within the study area and to identify changes to vehicle miles traveled for trips generated within the study area for use in the environmental review. It is assumed that a single future land use and roadway network scenario would be modeled for the traffic study.

This task will involve a complete description of the proposed land use changes in the specific plan, including any special transportation needs or considerations. The anticipated land use changes will be used to develop socio-economic data forecasts to incorporate into the SCAG model to develop project trip generation forecasts for the weekday peak hour and daily trip volumes. The model forecasts will be used to account for mode split and interaction between adjacent land uses.

For both alternatives, IBI Group will post-process forecast intersection volumes using a procedure based on the Transportation Research Board methodology to generate forecasted turning movements at intersections. Post-processing refines the model link level forecasts to produce reasonable turning movement volumes at the intersections.

VMT forecasts for the study area buildout condition with the Specific Plan will be developed using the SCAG regional model as well.

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Analysis for Future Forecast Traffic Conditions

After obtaining the pertinent traffic data indicated above, the level of service (LOS) of traffic operations at study intersections and roadway segments will be analyzed for the buildout traffic condition. The peak hour and daily volumes, lane configurations, and controls will be presented graphically in the study report. The results of a level of service analysis based on existing lane geometry and peak hour volumes for the existing no project and existing with conditions will be tabulated in the report. Intersection analysis will be conducted using the ICU methodology for intersections under City jurisdiction. The appropriate methodology for other agency intersections (Caltrans, City of Azusa, and County of Los Angeles) will confirm those agencies' requirements.

Future without-project and future with-project traffic volumes will be forecast for buildout year analysis. We anticipate a single future-year land use scenario. The future peak hour and daily volumes will be presented graphically, and the results of the level of service analysis will be tabulated in the report. Locations, if any, where the project is forecast to create significant impacts will be identified based on the appropriate agency's thresholds.

At locations with identified significant impacts, IBI Group will identify specific mitigation measures to address these impacts. The intersections will be field reviewed to verify the preliminary feasibility of the proposed mitigation measures, and the resulting level of service at the impacted locations will be quantified in the report.

VMT analysis for the future condition will be conducted using the SCAG regional model.

Screencheck Draft Traffic Study and VMT Forecasts

IBI Group will prepare a screencheck draft of the traffic study to PlaceWorks for incorporation into the draft EIR. PlaceWorks will use the study to analyze environmental impacts related to air quality, GHG emissions, noise, and traffic. The screencheck draft traffic study will also be submitted to the City for review and comment. Following receipt of comments from City staff, IBI Group will revise the document.

Draft Traffic Study

The draft traffic study will incorporate comments received from the City on the screencheck draft and will be the draft document issued for the 45-day public review as part of the draft EIR.

Final Traffic Study

Following the completion of the 45-day EIR review period, IBI Group will assist Placeworks in reviewing and responding to public and agency comments received on the EIR. We have assumed up to five hours for preparing response to comments. IBI Group will also incorporate any updates, additions, or refinements to the traffic study for inclusion in the final EIR.

Infrastructure (IBI Group)

Water Analysis

IBI will prepare a conceptual demand analysis for water based on Specific Plan land uses. The demand analysis can be provided to the appropriate public agency for them to evaluate capacity issues and mitigation. This scope of work assumes that the

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water provider will prepare a water supply assessment in accordance with SB 610, if needed.

It is assumed that a single project proposal will be evaluated in this analysis and that alternative plan assessments will not be required. This task also assumes that the City, County of Los Angeles, or the various public service agencies will be able to provide adequate information and data of relevant City infrastructure.

Sewer Analysis

IBI Group will forecast and analyze future conditions and demands related to sanitary sewer system capacities in the Specific Plan area and examine capacity and flow rates.

It is assumed that a single project proposal will be evaluated in this analysis and that alternative plan assessments will not be required. This task also assumes that the City, County of Los Angeles, or the various public service agencies will be able to provide adequate information and data of relevant county infrastructure.

Proposed Condition Hydrology Analysis

IBI Group will perform a quantitative preliminary assessment of the estimated hydrologic impacts in the watershed from the proposed Specific Plan development and provide preliminary sizing of appropriate mitigation facilities based on flood control standards. IBI Group will identify the primary conveyance paths and locations of the proposed primary “backbone” drainage facilities; delineate the watershed boundary and subareas from the identified surface drainage patterns and drainage conveyance facilities for high-frequency rainfall events; and develop a rational method watershed hydrologic model for the development area watershed to quantitatively estimate the surface runoff flow rates.

The hydrology model will be performed with the rational method procedures outlined in the Los Angeles County Hydrology Manual.

Stormwater Management Plan

IBI Group will generate a planning-level stormwater management infrastructure master plan for stormwater-management and flood protection infrastructure that identifies the recommended drainage/stormwater management facilities, both regional and local. The results of the local/regional hydrology and hydraulic analysis for the proposed development areas will be used to summarize the preliminary estimate of identified stormwater management, drainage, and flood control facilities. A summary of the recommended “backbone” drainage facilities will be compiled from the previous analysis and will include: (1) backbone storm drain, (2) water quality features, (3) low impact development (LID) features, (4) flood control facilities upgrades, and (5) detention facilities.

Infrastructure Technical Report

IBI Group will compile a draft technical drainage study to support the proposed stormwater management measures and evaluation of the anticipated watershed hydrologic responses, including mitigation measures.

This report will include the background for the hydraulics, watershed investigation, hydrologic modeling, hydrologic analysis, design criteria, constraints, design assumptions, references, floodplain information, and flood protection requirements. This document will serve to reference the design assumptions, guidelines, and criteria developed during the overall initial preliminary engineering design phase of

1. Scope of Services

the project. This report will also serve as the initial engineering submittal package for consideration by the City. The engineering analysis and associated documentation will include (1) hydrology analysis, (2) watershed evaluation, (3) review of floodplain hydraulic information, (4) facility design considerations, (5) required systems hydraulics, and (6) runoff water quality requirements.

IBI will submit the technical engineering report to internal review by team members and to City staff in order to obtain approval. Review comments from the City will be evaluated and the report modified as necessary.

The report processing will include a response-to-comments letter with each submittal to the reviewing agency in order to describe how the review the comments were addressed. The amount of work effort associated with responding to the technical review of the report is unknown, as is the number of agency reviews required for approval because of the unique nature of the document, so this work will be performed on a time-and-materials basis.

Hazardous Materials (PlaceWorks)

PlaceWorks will conduct a Phase 0 Transaction Screen Process Report (Phase 0) for the proposed project. The Phase 0 will be performed in conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) E1528-00 Standard. The Phase 0 is limited to a site reconnaissance, review of regulatory database reports, and review of historical aerial photographs. A letter report will be prepared that conforms to ASTM standards relating to Phase 0s. The assessment will identify known environmental hazards.

The database review will include the National Priorities List (NPL) site list, Federal CERCLIS list, Federal CERCLIS NFRAP site list, Federal RCRA CORRACTS facility list, Federal RCRA non-CORRACTS TSD facilities list, Federal RCRA generators list, and Federal ERNS list. Additionally, California state lists of hazardous waste sites identified for investigation or remediation (as available) will be reviewed.

To complete the Phase 0 Report we will conduct visual observations of site conditions to evaluate the nature and type of activities that have been or are being conducted at and adjacent to the Specific Plan area in terms of the potential for release or threat of release of hazardous substances or petroleum products. This “windshield” survey does not include a detailed inspection of all facilities in the Specific Plan area. A detailed evaluation of a specific business’s environmental risk on a particular parcel may necessitate investigation beyond the scope of this Phase 0 and may be handled by a contract addendum or mitigation measures for future development that includes performance standards. We will also review historical aerial photographs and federal and state environmental database information within the ASTM-specified radii from the Specific Plan area using a database service to access records. A Phase 0 report will be prepared and included in the appendix of the EIR.

Subtask 4.1 Deliverable(s):

- Prepare 1 electronic copy of the above technical studies

Subtask 4.2 Notice of Preparation

We expect that all environmental impact topic areas, except for agricultural and forestry resources will need to be addressed in the EIR. Therefore, PlaceWorks proposes to eliminate the need for an initial study. PlaceWorks will prepare the draft Notice of Preparation (NOP) and submit it for review and approval by the City. The NOP will identify the time frame, contact person, and address for submission of

public comments. After City review, PlaceWorks will make any necessary changes and provide an electronic copy, along with the final Initial Study to the City for publication and distribution. PlaceWorks will prepare the Notice of Completion (NOC). The City will file the NOP and NOC with OPR and publish and file the NOP with the County Clerk.

Subtask 4.2 Deliverable:

- Prepare one electronic copy of the draft NOP

Subtask 4.3 Scoping Meeting

PlaceWorks will conduct one public scoping meeting in the proposed project area. The scoping meeting's purpose is to present the preliminary environmental impacts of the proposed project to the community and solicit comments regarding the scope of the environmental issues to be addressed in the EIR. A PowerPoint presentation will be used to structure the meeting and convey the information in an accessible format. After the meeting, PlaceWorks will prepare a summary of comments that will be included in the EIR. The summary will cross-reference sections of the EIR where each environmentally related comment is addressed. We recommend the scoping meeting be held as soon as possible after the release of the NOP so public concerns about environmental issues can be identified. The City will arrange the venue and be responsible for meeting notification.

Subtask 4.3 Deliverable(s):

- Preparation for and participation at scoping meeting
- PowerPoint slides and public handouts (up to 50 copies)
- Scoping meeting record of comments

Subtask 4.4 Prepare Draft Program EIR

A program-level EIR will be prepared and will include the following sections in accordance with the CEQA Guidelines:

- » Executive Summary
- » Introduction
- » Project Description
- » Environmental Setting
- » Discussion of Existing Conditions, Environmental Impacts, and Mitigation Measures
- » Cumulative Impacts
- » Effects Not Found to Be Significant
- » Organizations and Persons Consulted
- » Other CEQA-Mandated Sections

Each topical section of the document will: (a) describe existing environmental conditions and pertinent regulatory policies and programs that apply to this project, (b) define the criteria by which impacts will be determined to be significant, (c) determine the environmental changes that would result from the project, (d) evaluate the significance of those changes with respect to the impact significance criteria (thresholds), (e) define mitigation measures to reduce or avoid all potentially significant adverse impacts, and (f) provide a conclusion as to whether significant impacts would remain, even after successful implementation of recommended mitigation measures. Two types of mitigation measures that are practical and feasible will be recommended: measures that address primary (direct) impacts and measures that address secondary (indirect) impacts. A conservative scenario approach will be used in all analyses.

1. Scope of Services

We expect from the outset that the primary environmental topic areas to be addressed will include traffic, air quality, noise, aesthetics, land use, and utilities. Analyses and findings of the technical studies prepared by PlaceWorks and subconsultants will be incorporated into the screencheck Draft EIR. Modeling information (e.g., noise, air quality/greenhouse gas emissions) will be included in the appendices. A description of the technical studies is included under Subtask 4.1

As discussed in Subtask 4.2, we anticipate all CEQA topical sections will be evaluated in the DEIR except Agriculture and Forestry Resources. A brief description of the topics to be addressed is below.

Aesthetics

The Specific Plan area generally consists of commercial, industrial, and quarry operations, but it also contains the City's civic center. Key community facilities in and near the area include City Hall, the Irwindale Public Library, Irwindale Park, and Irwindale Skate Park. PlaceWorks will perform the following tasks to determine potential aesthetic impacts.

- » Review proposed design-related development standards, including streetscape/landscape design and signage program.
- » Using visual simulations prepared as part of the planning process, discuss any potential significant aesthetic impacts associated with project implementation.
- » Specify mitigation measures (if necessary) that will reduce significant impacts to the maximum extent feasible.

Air Quality

Please see the air quality/GHG scope in Subtask 4.1, Technical Studies.

Biological Resources

PlaceWorks staff will summarize the analysis and evaluation in the biological resources technical report prepared by Cadre. As appropriate, recommendations regarding known or potential resources will be incorporated as mitigation measures. A description of Cadre's scope of work is in Subtask 4.1, Technical Studies.

Cultural Resources

PlaceWorks staff will summarize the analysis and evaluation in the cultural resources technical report to be prepared by McKenna et al. As appropriate, recommendations regarding known or potential resources will be incorporated as mitigation measures. A description of McKenna's scope of work is in Subtask 4.1, Technical Studies.

Geology and Soils

PlaceWorks will provide an overview of current geologic/soil/seismic conditions throughout the Specific Plan area using diverse data sources from state and federal agencies. In addition, the EIR will consider and evaluate the potential for Specific Plan implementation to result in significant direct and/or indirect environmental impacts related to geology, soils, and/or seismicity. Mitigation measures will be those known to be successful in addressing relevant geotechnical constraints, including reference to existing geological and soils tests and plan-checking requirements administered by the City of Irwindale.

Greenhouse Gas Analysis

Please see the air quality/GHG technical report discussion in Subtask 4.1, Technical Studies.

Hazards and Hazardous Materials

Please see the hazardous materials scope in Subtask 4.1, Technical Studies.

Hydrology/Water Quality

The hydrology and water quality section of the EIR will identify and evaluate issues relating to surface and groundwater hydrology, site drainage, storm water pollution prevention during construction and operation, and best management practices. We will incorporate IBI's infrastructure report (see Subtask 4.1) for the analysis of drainage impacts.

The section will be prepared in accordance with the Los Angeles County stormwater requirements and low impact development ordinance. Other federal, state, local, and regional programs and regulations that are applicable to the project will also be included. The section will conclude with a discussion of the potential water quality impacts attributable to the proposed project, based on applicable significance criteria. Because PlaceWorks was involved in drafting the Los Angeles County General Plan EIR, much of the information collected for that effort can be used for this section of the EIR, resulting in a reduction in cost. The results of the hydrology and water quality studies will be documented in the appropriate section of the EIR, and the section will be prepared under the direction of a Registered Engineer of the State of California.

Land Use and Planning

PlaceWorks will perform the following tasks in preparing the land use and planning section of the EIR:

- » Inventory all existing and planned land uses in the project area.
- » Analyze recent development trends in the Specific Plan area and assess the consistency of the proposed project with current development trends as well as relevant local and regional land use planning programs.
- » Provide a nexus between the project's environmental impacts in aggregate and the environmental compatibility of the proposed project with surrounding uses.

Mineral Resources

PlaceWorks will evaluate the effect of project implementation on the local availability of aggregate and other mineral resources, including any impacts related to the Specific Plan area's existing quarries.

Noise and Vibration

Please see the scope of the noise technical report in Subtask 4.1, Technical Studies.

Population and Housing

The EIR will address the project's impact on local and regional population and housing and compare it to the growth planned for the area as part of SCAG's regional forecasts.

1. Scope of Services

Public Services

PlaceWorks will contact public services agencies to identify existing service levels and capacities to accommodate the proposed project, based on projected demands. In consultation with the agencies, the need for additional public facilities or personnel to serve the proposed project and maintain adequate levels of service will be determined.

Recreation

The proposed project would revitalize the area resulting in an increase in population and employment in the area. This would create additional demands for and on recreational facilities in the area. The EIR will analyze the adequacy of park space for future development and any physical impacts related to the development or expansion of recreational amenities.

Transportation and Traffic

IBI Group will conduct a traffic impact analysis for the proposed project. The scope of work is included in the technical report description under Subtask 4.1. PlaceWorks will review the traffic report and integrate the analyses, conclusions, and recommendations into the EIR section.

Utilities and Service Systems

Led by IBI Group, the PlaceWorks team will assess potential impacts to water service, sanitary sewer service, and stormwater drainage. Additionally, the impacts to dry utilities (natural gas and electricity) and solid waste collection services will be discussed. This scope of work assumes that the water provider will prepare a water supply assessment in accordance with SB 610, if needed.

Alternatives to the Proposed Project

Alternatives will be defined and analyzed in compliance with CEQA Guidelines and with consultation with City staff. Alternatives will be selected on the basis of their ability to: (1) avoid or reduce one or more of the project's significant impacts; and (2) feasibly attain most of the basic objectives of the project.

Analyses of up to three alternatives will be conducted, including the "No Project" alternative. Designed to reduce or eliminate any significant impacts, alternatives may include: 1) No Project/Existing Zoning; 2) Alternative Land Use Alternative; and 3) Reduced Density Alternative. Alternatives that were considered but eliminated from further consideration will also be documented. The environmentally superior alternative will be identified; if it is either the No-Project Alternative, then one of the development alternatives will be identified as environmentally superior to the others.

Subtask 4.4 Deliverable(s):

- Prepare 1 electronic copy of the draft NOP
- Prepare 1 electronic copy of the final NOP and Initial Study for distribution and filing by the City
- Preparation for and participation at scoping meeting
- PowerPoint slides and public handouts (up to 50 copies)
- Scoping meeting record of comments

Public Draft EIR

After the City has reviewed the screencheck DEIR, PlaceWorks will meet with City staff to go over the overarching comments and strategize on important issues (i.e., future

streamlining and SB 743). Following the meeting, we will revise the screencheck DEIR and technical reports to incorporate all comments from City staff. This task assumes that all comments will be provided at one time and that conflicting comments are vetted prior to distribution to PlaceWorks. We anticipate two rounds of review to meet the City's satisfaction. Following incorporation of all comments, PlaceWorks will provide a print-ready copy for final buyoff from the City.

PlaceWorks will provide an electronic copy of the DEIR for publication and circulation by the City. The City will prepare the NOC and distribution list, and will notify the stakeholders. The City will publish and distribute the Notice of Availability (NOA) and file it with the County Clerk. The City will distribute the NOC and DEIR to the State Clearinghouse.

Following publication of the DEIR, PlaceWorks staff will also attend the public meeting during the 45-day comment period (see Subtask 4.5) to receive comments related to the document.

Subtask 4.4 Deliverable(s):

- 1 electronic copy of the screencheck DEIR with technical appendices
- 2 rounds of City review of the screencheck DEIR
- 1 electronic copy of the public draft DEIR with technical appendices

Subtask 4.5 Public Comments/Response to Comments

PlaceWorks will present at one public comment meeting during the 45-day public review period to explain the findings of the DEIR and collect public comment. Responses to comments received on the Draft EIR will be prepared in accordance with CEQA Guidelines Section 15089. Following receipt of all comments on the Draft EIR, written responses will be prepared for each comment. A Response to Comments section will be created for the Final EIR and will contain: an introduction describing the public review process for the Draft EIR, copies of all comment letters and minutes from the public meeting where oral comments were taken, and written responses to all comments. Responses will focus on comments that address the adequacy of the DEIR. Comments that do not address EIR adequacy will be noted as such and no further response will be provided. Responses will be prepared by PlaceWorks with input from our technical specialists, as needed.

An estimate of up to 20 hours of professional time to respond to comments has been included. The estimated budget assumes only minor comments, no additional basic research will be required to respond to comments, and that the comments will be directed at the substance and technical adequacy of the EIR. Modification to the scope of work, budget, and time frame may be necessary if comments received from agencies or the general public require substantially increasing the scope of impacts and issues addressed in the EIR.

Subtask 4.4 Deliverable(s):

- Presentation at 1 public comment meeting
- 1 electronic copy of the draft Response to Comments document

Subtask 4.6 Final Program EIR, Certification Documents, and City Council

This task includes the Final EIR, MMRP, Findings of Fact/Statement of Overriding Considerations, and attendance at public hearings related to approval of the proposed Specific Plan.

1. Scope of Services

Final EIR

PlaceWorks will revise the responses to comments prepared in Subtask 4.5 based on revisions provided by the City. Responses to comments from responsible agencies will be distributed a minimum of 10 days prior to consideration of the Final EIR by the City Council.

Upon completion of the Response to Comments, MMRP (see below), and Findings (see below), PlaceWorks will produce the Final EIR, which will include any revisions, updates, or corrections needed to respond to comments or address minor errors in the Draft EIR.

Mitigation Monitoring and Reporting Program (MMRP)

An MMRP will be prepared in accordance with CEQA Guidelines 15097 and will identify the significant impacts that would result from the project, proposed mitigation measures for each impact, the times at which the measures will need to be conducted, the entity responsible for implementing the mitigation measure, and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success.

Findings of Fact and Statement of Overriding Considerations

Findings of Fact will be prepared consistent with the requirements of CEQA. If required, PlaceWorks will prepare a Statement of Overriding Considerations (SOC) for the project, consistent with the requirements of CEQA.

Public Hearings

This task involves formal hearings with the Planning Commission and City Council to adopt the Specific Plan and certify the EIR. The City will be responsible for preparing materials for and facilitating the hearings. PlaceWorks team will be on call, if necessary, to consult with City during this task.

PlaceWorks' scope of work assumes attendance by our CEQA project manager at two 1-hour hearings, one before the Planning Commission and another before the City Council. Additional meeting attendance by PlaceWorks or attendance by technical experts or other members of the consultant team will be billed on a time-and-materials basis in accordance with the hourly rates for the personnel involved.

The City will prepare and file the Notice of Determination (NOD) following project approval and Final EIR certification. The City will be responsible for filing all notices associated with the Final EIR and paying all applicable fees, including the California Fish and Wildlife fee.

Subtask 4.6 Deliverable(s):

- 1 electronic copy of the public draft Final EIR
- 1 electronic copy of the draft MMRP
- 1 electronic copy of the final MMRP
- 1 electronic copy of the Findings of Fact/SOC
- Attendance and participation in 1 City-led Planning Commission hearing
- Attendance and participation in 1 City-led City Council hearing

Subtask 4.7 CEQA Project Management

Nicole Morse, Esq., Associate Principal, will serve as the CEQA project manager and will coordinate closely with the City to ensure that the EIR and associated documents are legally defensible, accurate, and useful to decision makers when considering the approval of the project. Because our planning and environmental disciplines are both

in-house, our CEQA team will be engaged early in the process in order to help identify fatal flaws in drafts and reduce overall impacts through project design. PlaceWorks is allocating 48 hours of the EIR project manager's time to administer the proposed project (3 hours per month for a 10-month duration). This includes a monthly one-hour coordinate conference call with the City.

Project management responsibilities include: task scheduling and assignment; management of resources; monitoring of costs and schedule adherence; management and coordination of the subconsultant, including contract administration and accounting; consultation and coordination with local and state entities relative to the environmental review process; and coordination and communications with the City's project team to ensure compliance with policies, procedures, and any applicable codes.

Subtask 4.7 Deliverable(s):

- Monthly invoices
- CEQA project manager participation in monthly one-hour City staff coordination meetings for the 12-month duration of the CEQA schedule

TASK 5.0 COMMUNITY OUTREACH AND PUBLIC INFORMATION

Subtask 5.1 Public Outreach Program

Following the kick-off meeting in Subtask 2.1, PlaceWorks will prepare a public involvement plan that will document the approach for the community outreach process. During preparation of the public involvement plan, the project team will fine-tune the integration of the different outreach components and agree upon the project messaging. The public involvement plan will include:

- » Overall objectives for outreach (and level of participation)
- » Key messages for project communication
- » Assessment of potential project issues and stakeholders, including a roundtable session with employers
- » Role, charge, and anticipated meeting schedule for the "ad hoc committee"
- » Approach and agenda for two public workshops
- » Plan for posting project information on the City's website
- » Approach to gathering ridership information via an intercept survey
- » Approach to other components of the outreach program

Once the public involvement plan has been approved by staff, PlaceWorks will coordinate with City staff to set up a page on the City's website that will be dedicated to this project. We will create a project logo and style guide for the web page and all printed outreach materials. Throughout the process, PlaceWorks will provide website content, maps, meeting notices, and project deliverables to the City's information officer (or webmaster) for posting on the web page.

Based on discussions with City staff, PlaceWorks will also move forward with an intercept survey at the Irwindale Metrolink Station. This is an addition to the RFP tasks that we believe is necessary in order to obtain more-detailed information about who uses station, where riders come from and where they go, travel times, and transit-supportive services that riders desire. This information will be used to plan land uses, bike/ped improvements, and other components of the Specific Plan and outreach process.

Subtask 5.1 Deliverable(s):

- Agendas, sign-in sheets, presentation materials, and meeting minutes.



1. Scope of Services

Subtask 5.2 Development Ad Hoc Committee Meeting No. 1 and Client and Team Meeting No. 1

PlaceWorks will work with City staff to assemble a Development Ad Hoc Committee (DAC) for this project. We believe a DAC is one of the best ways to ensure sustained and meaningful input throughout the process. This committee can be instrumental in building consensus on the core components of the Specific Plan. Committee members are also conduits to the broader community—publicizing participation opportunities and soliciting input, in effect, helping to widen the circle of engagement. We recommend that the DAC consist of a well-balanced cross-section of different stakeholder groups, including business and finance, landowners, residents, key organizations, mining operators, local retail/services, developers, and other selected agencies. The City will be responsible for direct communication with the DAC as well as securing a location for each meeting.

The first DAC will be held early in the planning process. We will walk through the purpose of the project, the work plan, the overall role of the DAC, and its purpose in the process. We will also provide an overview of the Specific Plan area and engage the DAC in a discussion of how the transit station serves the community, issues or needs in the area, desired changes, ideas for reusing mining sites, and potential areas of focus. Meeting agendas, sign-in sheets, PowerPoints, and meeting summaries will be available for posting on the web page.

Subtask 5.2 Deliverable(s):

- Agendas, sign-in sheets, and meeting minutes

Subtask 5.3 Key Stakeholder Interviews

PlaceWorks will work with City staff to identify key stakeholders for the project. It is anticipated that these may include other City departments/ staff, selected decision makers, other agencies' staff, landowners, merchants, developers, residents, and groups with an interest in the project. A series of half-hour to one-hour meetings will be set over a one-day period to interview stakeholders. PlaceWorks will develop a list of questions with staff prior to the interviews. The City will be responsible for setting up the interviews with the key stakeholders. PlaceWorks will facilitate the interviews and provide agendas, sign-in sheets, and meeting minutes, as needed.

Subtask 5.3 Deliverable(s):

- Agendas, sign-in sheets, and meeting minutes

Subtask 5.4 Joint DAC Meeting No. 2 and Public Workshop No. 1

Once a series of alternative land use plans have been created a joint DAC and general public workshop will be held. The workshop will review the alternative land use/urban design diagrams, circulation, and mobility improvements. During the meeting, input will be collected to ultimately craft a Preferred Concept Plan. The workshop is envisioned to engage the DAC and the community in short activities that will allow them to give their input on the pros and cons of each alternative. City staff will be responsible for securing a workshop location and for publicizing the workshop to the general public. PlaceWorks will facilitate the workshop and provide an agenda, sign in sheets, and workshop/meeting minutes which will be made available for posting on the project webpage.

Subtask 5.4 Deliverable(s):

- Agendas, sign-in sheets, and meeting minutes

Subtask 5.5 DAC Meeting No. 3 and Public Workshop No. 2

As central topics of importance for the DAC and community transpire a joint public workshop and DAC meeting will be held to continue receiving and finalizing input for the TOD Specific Plan. PlaceWorks will work with City staff to identify the topics to cover. Potential topics include land use strategies, urban design proposals, development standards, and design guidelines. PlaceWorks will facilitate the meeting and conduct activities that will continue to engage the community and DAC in a meaningful discussion to inform the Plan. City staff will be responsible for securing a workshop location and for publicizing the workshop to the general public. The agenda, sign-in sheets, PowerPoint presentation, and meeting minutes will be available for posting on the project web page.

Subtask 5.5 Deliverable(s):

- Agendas, sign-in sheets, and meeting minutes

1. Scope of Services

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2. SCHEDULE



2. Schedule

The proposed schedule on the following page is based on the requirements outlined in the RFP and the PlaceWorks team's experience.

PlaceWorks has a strong track record in meeting project schedules and coordinating closely with its clients. Over years of managing similar projects, we have developed a variety of tools to keep projects on schedule and ensure that staff are well informed at all times:

- » We maintain an up-to-date schedule throughout the project, to ensure that all team members are aware of upcoming meetings and product due dates.
- » We stay in close, regular contact with staff and our subconsultants and document important decisions about the project in writing, which ensures that decisions are understood by all team members.
- » We schedule project due dates for staff and subconsultants with adequate time for editing and formatting into finished reports.
- » We limit subconsultants' payments to specific milestones, so as to ensure that progress on the project is commensurate with billings.

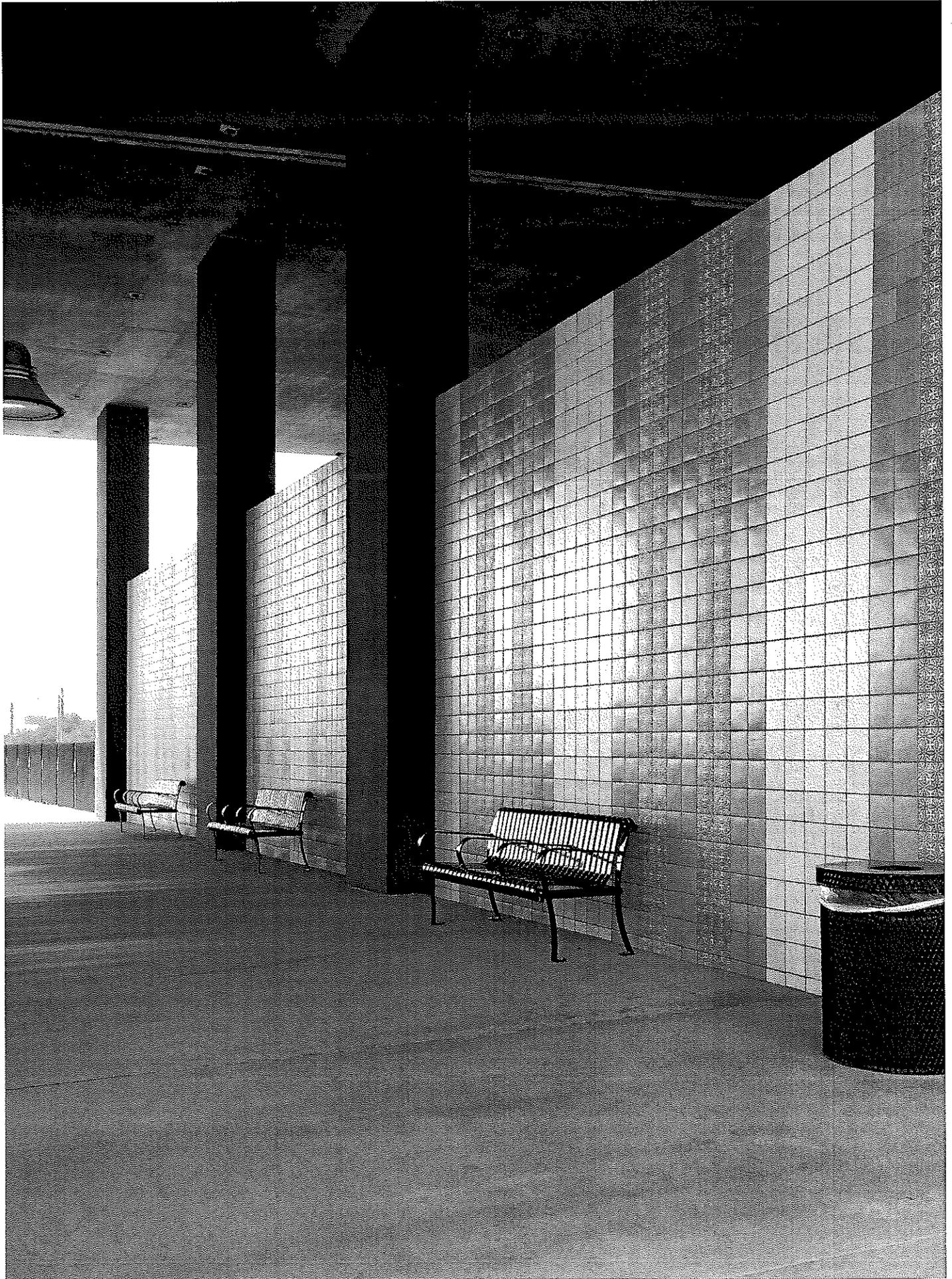
2. Schedule

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	2016				2017				2018															
	NOVEMBER MO 1	DECEMBER MO 2	JANUARY MO 3	FEBRUARY MO 4	MARCH MO 5	APRIL MO 6	MAY MO 7	JUNE MO 8	JULY MO 9	AUGUST MO 10	SEPTEMBER MO 11	OCTOBER MO 12	NOVEMBER MO 13	DECEMBER MO 14	JANUARY MO 15	FEBRUARY MO 16	MARCH MO 17	APRIL MO 18	MAY MO 19	JUNE MO 20				
Task 1.0: Project Initiation and Coordination	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1.1 Final Work Plan																								
1.2 Project Schedule																								
1.3 Review of Study Area Boundary																								
Task 2.0: Baseline Studies/Station Area Analysis																								
2.1 Station Area Planning Kick-Off Meeting																								
2.2 Circulation Study																								
2.3 Base Map Preparation																								
2.4 Specific Plan Outline and Format																								
2.5 Land Use Survey and Ownership Analysis																								
2.6 Opportunities and Constraints Analysis																								
2.7 Community Assets Assessment																								
2.8 Economic Development Strategic Plan and Fiscal Impact Analysis																								
Task 3.0: Prepare and Adopt Specific Plan																								
3.1 Vision and District Identification																								
3.2 Resource Identification																								
3.3 Prepare Alternative Plans/Urban Design Diagrams																								
3.4 Prepare Preferred Plan/Urban Design Plan																								
3.5 Prepare Administrative Draft Specific Plan																								
3.6 Prepare Screencheck Draft Specific Plan																								
3.7 Prepare Hearing Draft Specific Plan																								
3.8 Planning Commission Hearing																								
3.9 City Council Hearing																								
3.10 Prepare Final Specific Plan and Adoption																								
Task 4.0: Environmental Compliance (NICOLE)																								
4.1 Technical Studies																								
AQ and GHG																								
Biological Resources																								
Cultural Resources/Historic																								
Noise																								
Traffic																								
Infrastructure																								
Phase D																								
4.2 Notice of Preparation/30-Day Public Review Period																								
4.3 Scoping Meeting																								
4.4 Prepare Draft Program EIR																								
Screencheck EIR																								
Public Draft EIR																								
45-Day Public Review Period																								
4.5 Public Comments/Response to Comments																								
4.6 Final Program EIR and City Council																								
4.7 CEQA Project Management																								
Task 5.0: Community Outreach and Public Information																								
5.1 Public Outreach Program																								
5.2 Development Ad Hoc Committee Meeting No. 1 Client and Team Meeting No. 1																								
5.3 Key Stakeholder Interviews																								
5.4 Development Ad Hoc Committee Meeting No. 2 and Public Workshop No. 1																								
5.5 Development Ad Hoc Committee Meeting No. 3 and Public Workshop No. 2																								

◻ Irwindale Review Periods ◼ PlaceWorks Tasks

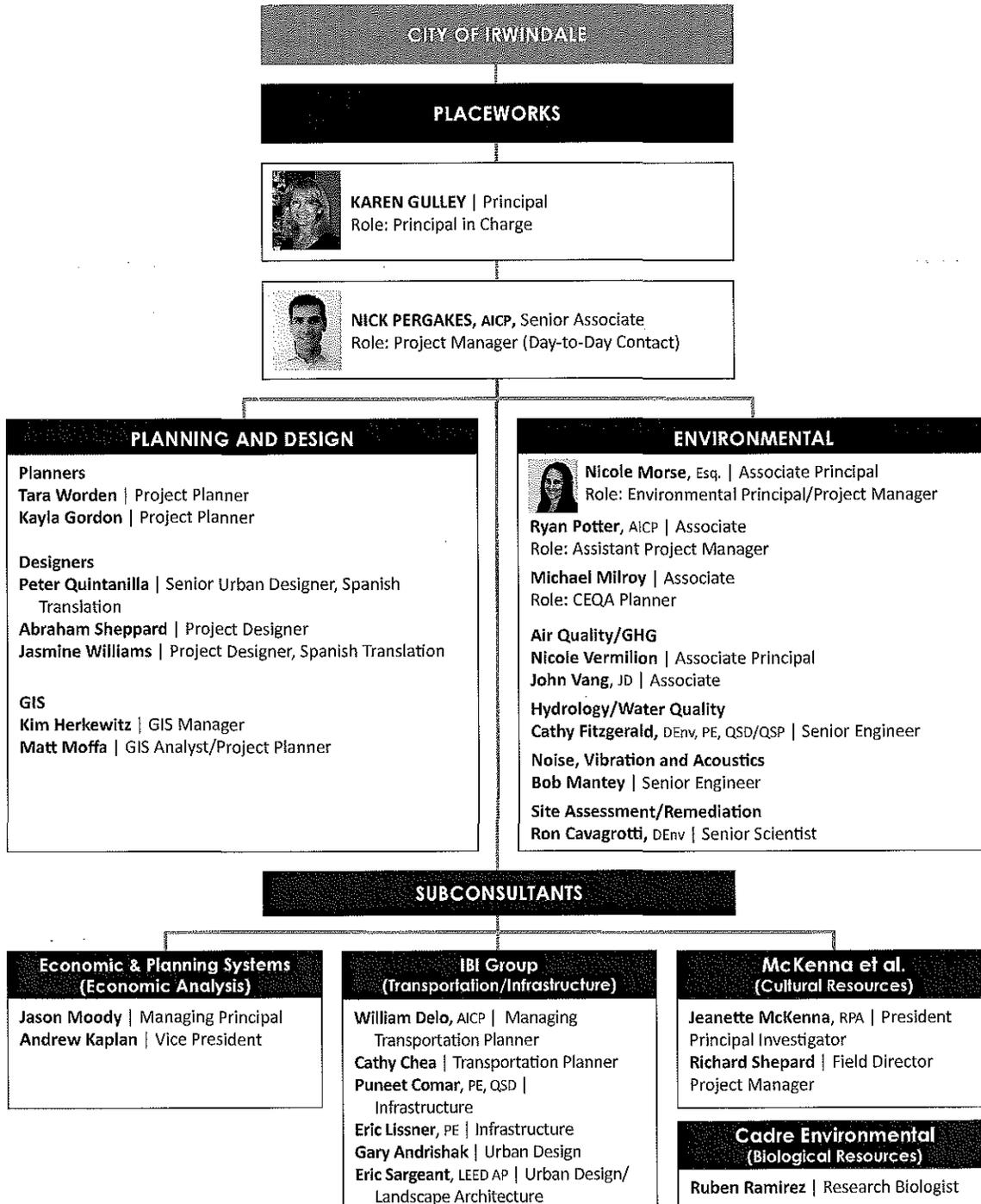
3. KEY PERSONNEL



3. Key Personnel

TEAM ORGANIZATION

PlaceWorks has assembled a highly qualified team to complete the Gold Line Station TOD Specific Plan and EIR.



3. Key Personnel

KEY STAFF

Provided on the following pages is a brief overview of each of our proposed staff as well as the percentage of each individual's participation in the project. Full resumes for each of these proposed staff members are provided in the Appendix.

PlaceWorks

KAREN GULLEY | Principal

Participation 7%

Role: Principal-in-Charge



Karen Gulley has a talent for strategy and innovative problem solving that has been honed by 25 years of experience. Her skill with all facets of community planning and design for private and public sector clients expands the opportunities for creative solutions. As the company's Transportation Practice Area Leader, she has developed a solid practice in TOD, infill development, and corridor revitalization. She specializes in assisting local communities with evaluating the potential for transit-oriented development associated with Metrolink and BRT. Her work ranges from vision plans to implementation strategies, each developed in a collaborative effort with city staff, transit agencies, and the public. She regularly facilitates public meetings and workshops and is adept at establishing a rapport with her audience and communicating complex and often controversial issues in a clear, accurate manner. Karen provides expertise in project visioning and implementation, and enjoys the challenges of project processing, negotiating conditions of approval, responding to political considerations, and handling communication between stakeholders. Karen's TOD experience includes the Western Riverside BRT Route Planning Project, the West Carson TOD Specific Plan, and the Washington Boulevard Light Rail Corridor.

NICK PERGAKES, AICP | Senior Associate

Participation 17%

Role: Project Manager



Nick Pergakes has over 17 years of experience as an urban designer and planner. He has taken a lead role in urban design and implementation of policies that create community-supported, context-sensitive design solutions for redeveloping suburban and urban environments. Nick specializes in integrating smart growth and sustainable design strategies into specific plans, corridor studies, design guidelines, and zoning codes. Nick has worked in both the public and private sectors in California and the southeastern United States. As an experienced project manager, he has mastered skills in management and leadership—skills that enable him to excel in decision making, planning, meeting management, delegation, and communications. He has worked with cities, community leaders, and stakeholders to prepare and implement master plans, corridor studies, form-based codes, and built transit projects. Nick has presented at conferences and workshops on downtown revitalization, transit-oriented development, and form-based codes. As a certified planner, Nick continues to expand his expertise in urban design and planning through ongoing research and affiliations with the American Planning Association and the Congress for the New Urbanism. His research on transit-oriented development has been published by the Transportation Research Board and the Washington State Department of Transportation (WSDOT). Nick's recent relevant experience includes the West Athens-Westmont TOD Specific Plan and the Pamdale-Burbank California High Speed Rail Project.

3. Key Personnel

PETER QUINTANILLA | Senior Urban Designer

Participation 2%

Role: Senior Urban Designer/Spanish Translation

Peter creates simple, elegant designs that respond to local natural environments and connect with the needs of local communities. They incorporate sustainability principles and work within the context of historical precedent and local climate and geography. He also conducts charrettes and community outreach. However, his expertise does not stop with design. As a project manager for Duany Plater-Zyberk, he worked extensively with redevelopment and “smart” codes. He was Galapagos Program Director for the Prince’s [of Wales] Foundation for Building Community, and he has managed and designed across the United States and in China, Egypt, northern Europe, and the United Kingdom. He is a senior urban designer who has designed a number of communities and urban infill projects in California, including Harbor Boulevard Mixed-Use Transit Corridor and the MCAS Tustin Master Plan for TOD. Peter’s recent experience includes the Harbor Boulevard Mixed Use Transit Corridor SPecific Plan in Santa Ana and the Shaw Avenue Corridor Plan in Clovis.



TARA WORDEN | Project Planner

Participation 12%

Role: Project Planner

Tara’s skills in planning and design stem from her passion for an equitable and healthy built environment. Her ability to balance progressive ideals with realistic implementation metrics drives projects to be completed on time and with their integrity intact. Her work ethic and communication style position her as an emerging leader at PlaceWorks. Tara’s thorough approach to projects integrates research-based policy and visual communication techniques that, through an iterative loop, result in award-winning documents and programs. To inform her work at PlaceWorks, she relies on her diverse background, which includes CEQA development review, environmental advocacy, and community outreach. Tara’s experience is uniquely relevant to this project since she was involved in developing the work scope and approving LA County’s grant for this effort while employed with LA County Metropolitan Transportation Authority.



KAYLA GORDON | Project Planner

Participation 10%

Role: Project Planner

Kayla possesses a broad skill set that can be applied to a wide variety of comprehensive planning, design, and community engagement projects. Kayla writes general plans and specific plans and uses her proficiency with various technologies—AutoCAD, ArcGIS, and the Adobe Creative Suite—to support complex land-use and planning problems. She also has a strong background in public process, and has organized and participated in several community engagement activities. Before joining PlaceWorks, Kayla was a sustainability intern and developed several case studies on solar energy practices. She has collected data on transit patterns and participated in multilingual outreach activities as well as designing and implementing a social media marketing strategy for a popular website.



ABRAHAM SHEPPARD | Project Planner/Designer

Participation 2%

Role: Project Designer

Abraham Sheppard uses a multidisciplinary and collaborative approach to enhance communities through innovative, community-driven and place-specific planning and design. His public- and private-sector experience includes a variety of urban planning and design projects with emphases on active transportation and urban design, including community urban design projects, long-range municipal policy plans, urban design toolkits, and bicycle plan implementation. He embraces community-driven planning and design, utilizing interactive and collaborative charrettes, workshops



3. Key Personnel

and forums to seek healthy collaboration amongst community members, municipal agencies, and other stakeholders. His experience includes the development of the TOD Toolkit for LA Metro.

JASMINE WILLIAMS | Project Planner/Designer **Participation 3%**

Role: Project Designer/Spanish Translation



Jasmine's diverse background in planning and design stems from her passion to create vibrant and sustainable built environments. Before joining PlaceWorks, Jasmine gained experience in interdisciplinary environments collaborating with planners, architects, engineers, contractors and designers to assist with data analysis, community outreach, conceptual designs, design guidelines, visual communication, and official documentation. Currently, Jasmine is assisting with designs for the Palmdale to Burbank segment of the California High Speed Rail. She will be working with a collaborative team of professionals to develop plans establishing the footprint and layout of station platforms, facilities, parking, site access and egress, and intermodal connectivity with illustrative drawings and three-dimensional visual simulations. Jasmine is fluent in Spanish and can provide the necessary Spanish translation for the outreach efforts.

KIM HERKEWITZ | GIS Manager, Southern California **Participation 1%**

Role: GIS Manager



Kim Herkewitz has significant experience combining and analyzing information from a variety of perspectives, and she is adept at mapping and analyzing that data for planning projects. She combines GIS with other applications such as Rhino 3D/RhinoTerrain, Mapbox/TileMill, and Javascript/HTML5 to highlight crucial information and make it more accessible. With a strong sense of logic, she creates elegant GIS protocols for a certain project or a type of project so that the same analysis can be repeated with variables—without losing its integrity.

MATT MOFFA | Planner/GIS Technician **Participation 2%**

Role: GIS Technician



Matt assists PlaceWorks' planners and designers as a GIS technician. He developed an interest in GIS while pursuing his master's degree in landscape architecture and honed his skills through courses and workshops in advanced GIS analysis, Geodesign, and 3D GIS. Prior to joining PlaceWorks, Matt assisted in the creation of Cal Poly Pomona's Geodesign Server, a service by which the university could share GIS data with both students and the public at large. He gained skill in remote sensing technologies as an intern at NASA's Jet Propulsion Laboratory and a research assistant at the California Center for Land and Water Stewardship.

NICOLE MORSE, Esq. | Associate Principal **Participation 9%**

Role: EIR Project Manager



Nicole has over 15 years of environmental planning experience. With her background as both an attorney and a planner, she thoroughly understands planning and zoning law, the California Environmental Quality Act (CEQA), SB 743, the California Global Warming Solutions Act of 2006 (AB 32), and the Sustainable Communities and Climate Protection Act of 2008 (SB 375). Nicole manages and coordinates environmental documents to withstand legal scrutiny. She reviews EIRs, negative declarations, and various technical reports for compliance with CEQA, NEPA, the Endangered Species Act (ESA), and various other regulatory requirements. She also conducts third-party review and litigation support for controversial projects. Nicole has a broad spectrum of experience for public- and private-sector clients. She has prepared and managed environmental and planning documents for transit oriented development (TOD)

3. Key Personnel

projects, downtown and corridor redevelopment programs, urban infill (residential, mixed-use and high-rise), master planned communities, and general plans. For over 10 years, Nicole provided CEQA and ESA policy guidance as a representative on AEP's Legislative Review Committee—most recently on CEQA reform efforts, streamlining, and SB 743. She also speaks regularly on CEQA and related case law. Nicole's recent experience includes the Harbor Boulevard Mixed-Use Corridor Specific Plan EIR in Santa Ana, the City of Hope Specific Plan EIR in the cities of Duarte and Irwindale, and the West Athens-Westmonth and West Carson TOD Specific Plan EIRs.

RYAN POTTER | Associate

Participation 6%

Role: Assistant EIR Project Manager

Ryan has a talent for understanding the complexity of a project or community and responding to that complexity with a multidisciplinary approach and an eye for detail. He performs a variety of tasks that revolve around ensuring that the environmental team's work is internally consistent and sensitive to external factors. Ryan draws from a diverse background that includes performing code compliance activities for municipal governments, designing urban infill and mixed use developments, and writing design guidelines for master-planned communities. This background has informed Ryan's work at PlaceWorks, where he has assisted with CEQA documents for major sporting facilities and specific plans in Southern California. Ryan's recent experience as Assistant Project Manager for the LA County General Plan EIR will be a great asset to the County and the project team.



MICHAEL MILROY | Associate

Participation 10%

Role: CEQA Associate Planner

Michael is known for his versatility and his in-depth understanding of environmental and planning issues. He is particularly knowledgeable about issues surrounding biological resources and is an important contributor to many of our projects. He provides effective, to-the-point analyses—both as project manager for mitigated negative declarations and negative declarations and as a team member for numerous EIRs. His projects cover a wide range, from large mixed-use projects to schools to residential, commercial, and industrial projects.



NICOLE VERMILION | Associate Principal

Participation 1%

Role: Air Quality/GHG Lead

Nicole combines broad perspective and big-picture thinking with a good technical grounding to find workable solutions to environmental constraints. She is an air quality specialist and an expert on global climate change as it relates to CEQA analysis, AB 32, and SB 375. Nicole is involved in nearly every one of the firm's CEQA projects and closely follows the rapid changes in requirements and the latest information on CEQA thresholds and analysis methodology. She has performed numerous greenhouse gas emissions inventories for individual projects, including the Irvine Business Complex and the citywide emissions inventory for the City of Ontario for The Ontario Plan. She is also a skilled CEQA project manager and smoothly guided the difficult and controversial Puente Hills Intermodal Facility EIR to completion. She recently led the AQ/GHG analysis for the LA County General Plan and Antelope Valley EIRs.



3. Key Personnel

JOHN VANG, JD | Project Planner

Participation 5%

Role: Air Quality/GHG



John is a specialist on the air quality, greenhouse gas, and noise assessment team. His background and experience give him a solid foundation in quantitative and qualitative analysis—a valuable asset and indispensable to the assessment of environmental impacts. He completes and assists with technical analyses for a wide variety of projects—general plans and specific plans; schools; and developments with commercial, industrial, residential, and mixed uses. John was a beta-tester for CalEEMod 2013, and he is proficient in the various modeling software for air quality, health risk, and noise technical studies, such as EMFAC, AERMOD, SCREEN3, CALINE4, and the Federal Highway Administration’s Traffic Noise Model. He also has experience preparing traffic and other sections for CEQA documents.

CATHY FITZGERALD, DEnv, PE, QSD/QSP | Senior Engineer

Participation 1%

Role: Hydrology, Water Quality



Cathy has nearly 30 years of academic and professional experience in the areas of hydrology studies, health risk assessments, safety hazard assessments, air quality studies, hazardous waste investigations, remedial action plans, and installation of groundwater and soil vapor extraction systems. She has worked with various public- and private sector clients in the United States, Japan, Taiwan, and Korea on licensing and environmental assessments for nuclear and fossil fuel power plants, hazards associated with solar thermal power projects, and the development of alternative energy sources. In addition, she has worked on numerous water projects in Africa, South America, and Central America.

BOB MANTEY | Manager, Noise, Vibration & Acoustics

Participation 1%

Role: Noise



Bob Mantey has more than 30 years of managerial and technical experience in the field of applied engineering acoustics and industrial noise control. Over the last 20 years, he has managed many industrial noise control, environmental noise survey, and noise impact assessment projects that addressed noise issues at power plants, refineries, commercial facilities, medium-/high-density housing complexes, mixed-use properties, and residential tract developments. He has conducted numerous roadway and railway noise evaluations, as well as architectural acoustics investigations at multifamily residential, commercial, and institutional facilities. His expertise includes environmental/community noise modeling; predictive noise analyses; noise impact assessment and documentation; and machinery noise analysis, mitigation, and control. He is experienced in acoustical analysis, modeling, and investigation techniques using both proprietary and commercially available software packages. He is also well versed in field data acquisition/measurement techniques and noise data processing methodologies. He has consulting experience in residential sound insulation design optimization analyses, aircraft overflight noise level measurements, and emergency warning system design.

RON CAVAGROTTI, DEnv | Senior Scientist

Participation 3%

Role: Site Assessment/Remediation



Ron has been amassing academic and professional experience in the environmental field for nearly 30 years, during which he has been engaged in site investigations and remediation, regulatory analysis, technical studies, risk assessment, environmental compliance, and permit preparation. His broad background draws on several disciplines, such as the health/life sciences (e.g., microbiology, epidemiology, and biostatistics), physical sciences (e.g., chemistry, environmental geology, meteorology, and hydrology), and environmental impact analysis, planning, and engineering. His experience covers the full range of environmental issues.

Subconsultants

ECONOMIC & PLANNING SYSTEMS

JASON MOODY | Managing Principal

Role: Principal-in-Charge / Economic Analysis

Jason Moody will serve as the EPS Principal-in-Charge, providing strategic input as part of the analytical process and review of key deliverables. Jason has worked on numerous transit-station-area and downtown revitalization studies for jurisdictions throughout California. In this practice, he has focused on the how transit service and facilities can be leveraged to enhance development feasibility and revitalization efforts. In addition to recent work in the San Gabriel Valley, Jason has worked on several station area planning efforts for the Southern California Association of Governments (SCAG), the High Speed Rail Authority, and for numerous transit agencies throughout the State.



ANDREW KAPLAN | Vice President

Role: Senior Economic Advisor

As overseer of the EPS Los Angeles office, Andrew brings experience with market assessment, feasibility analysis, fiscal and economic impact analysis, public financing, and public-private joint-venture negotiation and support. Andrew has been involved in most of the firm's Los Angeles-area projects since 2011 and served as project manager for several recent projects in the San Gabriel Valley, through which he has developed a strong understanding of the area's economic geography. In addition to project managing San Gabriel Valley including the Duarte Station Specific Plan, Duarte Town Center Specific Plan, Glendora Arrow Highway Specific Plan, and the ongoing Glendora Route 66 Specific Plan update, Andrew has also overseen TOD area-planning efforts in Santa Monica, Southgate, Pomona, and Chatsworth.



IBI GROUP

WILLIAM DELO, AICP | Managing Principal

Role: Principal-in-Charge / Transportation Planning

Bill DeLo is a Transportation Planner with over sixteen years of experience in transportation planning and traffic engineering. He is an experienced project manager, responsible for the successful completion of numerous projects ranging from active transportation and complete streets plans to regional multimodal transportation studies. His career experience has included extensive participation in public and agency outreach activities.



CATHY CHEA | Transportation Planner

Role: Transportation and Parking Analysis

Cathy Chea is a Transportation Planner at IBI Group who specializes in the strategic planning and implementation of multimodal transportation projects. Her experience includes projects ranging from transit planning, complete streets and active transportation planning, multimodal corridor studies, TOD and station area planning, traffic impact studies, and parking studies. In addition, Her expertise also includes land use planning, geospatial analysis and data visualization with ArcGIS, and financial forecasting and analysis. Ms. Chea applies her background in both transportation and land use planning to design truly balanced and sustainable transportation systems.



Project Team

PUNEET COMAR PE, QSD | Director of Land Development US West

Role: Infrastructure



With over 16 years of engineering experience Puneet Comar has provided engineering services throughout California for projects in the private and public sectors in Los Angeles, Orange, Riverside and San Bernardino counties. He has overseen high profile landmark projects such as Ponte Vista, a 61.5-acre Master Plan Community in the city of Los Angeles and Monarch Hills, a 125-acre residential mixed use development in San Bernardino County. This vast expertise positions him to play a pivotal role at each stage of development: land planning and entitlements, final engineering design, and construction phasing, including delivering effective storm water and water quality solutions.

ERIC LISSNER, PE

Role: Infrastructure



With over five years of engineering experience, Eric has proven to be a top performer preparing engineering designs and analyses for a broad range of land development projects at various stages. He has helped drive the design of complicated wet utilities and challenging hillside grading, as well as implementing storm water and water quality solutions for complex projects. Eric's creativity, production efficiencies, and his collaboration for promoting internal technological advancements have boosted him to the head of the class.

GARY ANDRISHAK | Group Director

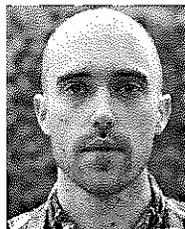
Role: Urban Design



Gary Andrishak has a multi-disciplinary portfolio of significant work to his credit during his more than 35 years in the planning and design community. Importantly, he is equally at home in the co-joined disciplines of land use planning/transit planning, from the standpoint of producing urban master plans concentrating on transit oriented development (TOD). In addition, Mr. Andrishak is skilled at developing branding, marketing, and communications strategies for public transit systems, with an eye to increasing transit ridership and thereby, reducing automobile use.

ERIC SARGEANT, LEED AP

Role: Urban Design/Landscape Architecture



Eric Sargeant brings a comprehensive understanding of visual communication to a variety of landscape, urban design, and planning projects. Eric utilizes technology such as digital 3D modeling, photosimulations, renderings and GIS spatial analysis to transform complex design challenges into tangible concepts. With a background in illustration, Eric adds additional value to projects by combining environmental graphic design, branding and identity together to communicate a project's vision.

MCKENNA ET AL.

JEANETTE A. MCKENNA, RPA | Owner and Principal Investigator

Role: Cultural Resources Principal



Jeanette McKenna has over 39 years of professional experience as an archaeologist/cultural resource manager and has participated on over 1700 projects of various sizes and complexities. She specializes in the discipline of Cultural Resource Management: prehistoric archaeology, historic archaeology, historic architecture, and history. She is also recognized by the California Office of Historic Preservation as qualified to complete historic architectural studies. The majority of her work has been conducted throughout California and the Greater Southwest.

3. Key Personnel

RICHARD SHEPARD, RPA | Principal Investigator

Role: Field Director/Cultural Resources Project Manager

Richard Shepard specializes in Cultural Resource Management (CRM) under CEQA and NEPA. During more than 16 years of professional experience, he has managed, directed, or contributed to archaeological and other CRM projects in many areas of northern, central, and southern California. He is skilled in a wide range of field and administrative tasks fundamental to CRM, and has prepared more than 100 technical reports for clients in Archaeological Resource Management Report (ARMR) and/or Caltrans format.

ASHLEY BETTERS | Principal Investigator

Role: Field and Research Assistant

Ashley Batters has both local and international experience with archaeological excavation techniques, data collection and data analysis in addition to project report preparation. She is currently working as an excavator for the Page Museum at the La Brea Tar Pits assisting with uncovering ice age flora and fauna as part of an ongoing salvage project.

CADRE ENVIRONMENTAL

RUBEN RAMIREZ | Research Biologist

Role: Biological Resources Principal

Ruben Ramirez has experience conducting focused habitat assessments, surveys and natural history research for federal and state listed flora and fauna for over 20 years throughout California. As Owner/Research Biologist for Cadre Environmental he is responsible for all aspects of the business including business development, client/agency interaction and coordination, project initiation and research, documentation, and mapping. In addition to conducting sensitive species research, he is also responsible for developing Geographic Information System (GIS) databases including creation, database development, and map production.

3. Key Personnel

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4. QUALIFICATIONS AND EXPERIENCE



4. Qualifications and Experience

PLACEWORKS

Who We Are

As our name suggests, PlaceWorks is about places and how they work—geographically, environmentally, functionally, aesthetically and culturally—but we are also passionate about how we work collaboratively with our clients. Ours is a holistic approach. We celebrate personal passion and ownership while encouraging integrity, creativity, and innovative thinking. We bring people together from diverse practice areas, offering the best-of-all-worlds capability and connectivity. Just as each place we work with is distinctly different, so is our thinking.



PlaceWorks (formerly The Planning Center|DC&E) is one of the West's most eminent planning firms, with approximately 125 employees in five offices throughout California. Originally known as The Center for Planning & Research, PlaceWorks was established in 1975 and modeled on the principles of Germany's famous Bauhaus School of Design, which aimed to integrate individual design disciplines and work efforts into a greater whole. Today we serve both public- and private-sector clients in the fields of comprehensive planning, environmental analysis and science, urban design, landscape architecture, economics, school planning, and GIS.

PlaceWorks is a California S-Corporation. Our corporate office is in Santa Ana, California. We established our Los Angeles office in 2006. This project will be managed from this downtown LA office.

LOS ANGELES

700 S. Flower Street, #600
Los Angeles, CA 90017
213.623.1443

ORANGE COUNTY

3 MacArthur Place, #1100
Santa Ana, CA 92707
714.966.9220

Our broad experience and technical proficiency have give us a keen understanding of the complexities of both public policies and project designs for sustainable development (economically, environmentally, and equitably). In addition to providing the requisite technical support for wide-ranging tasks, we often serve as a sounding board for clients to explore design and economic strategies and their environmental and regulatory implications.

PlaceWorks' approach to all projects focuses on collaboration. Our policy planners and designers continually confer with our CEQA practitioners and technical specialists to create responsive and site-sensitive plans that satisfy regulatory demands. Whether preparing a master plan, conducting public outreach, or conducting a corridor study, we serve as integral partners in a host of planning processes.

4. Qualifications and Experience

Our services include:

COMMUNITY PLANNING

- » Comprehensive Planning (General Plans and Specific Plans)
- » Transit-Oriented Development Planning
- » Corridor Planning
- » Infill Planning and Design
- » Zoning and Form-Based Code
- » Housing Research and Analysis
- » Transferable Development Rights
- » Community Engagement
- » Municipal Services
- » Geographic Information Systems
- » Creative Media

DESIGN

- » Transit-Oriented Design
- » Downtown Planning
- » Design Standards/Guidelines
- » Site Planning
- » Large-Scale Planning and Design
- » Strategic Plans

LANDSCAPE ARCHITECTURE

- » Streetscape Design
- » Parks and Trails Planning
- » Urban Agriculture and Urban Forestry
- » Storm Water Management Planning
- » Evidence-Based Design

ENVIRONMENTAL SERVICES

- » CEQA/NEPA Documentation
- » Third-Party Review
- » Technical Studies, including Air Quality and GHG Emissions/Inventory, Noise, Traffic, Shade and Shadow Analysis
- » Climate Action Planning
- » Site Investigation
- » Remedial Engineering Design
- » Health Risk Assessment
- » Regulatory Compliance

ECONOMICS

- » Economic and Market Analysis
- » Economic Development Planning
- » Site Selection and Development
- » Feasibility Studies
- » Fiscal and Financial Analysis

ECONOMIC & PLANNING SYSTEMS

A California certified Small Business Enterprise incorporated in 1987, Economic & Planning Systems, Inc. (EPS) is a land economics consulting firm experienced in the full spectrum of services related to real estate development, market analysis, and the financing of public infrastructure and government services. They have extensive experience in developer solicitation and negotiation of property lease, sale, and joint development terms to maximize public revenues and accomplish public policy objectives.



Guiding Principle. EPS was founded on the principle that real estate development and land-use related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services.

EPS's areas of expertise include:

- » Real Estate Economics
- » Public Finance
- » Fiscal and Economic Impact Analysis
- » Reuse, Revitalization, & Redevelopment
- » Housing Development Feasibility & Policy
- » Developer Solicitation & Negotiation
- » Public Private Partnerships (P3)
- » Parks & Open Space Economics
- » Government Organization
- » Land Use & Transportation

Staff. The firm is composed of over 50 professionals and support staff in four separate offices, Los Angeles, Oakland, and Sacramento in California, and Denver in Colorado. Senior professionals hold advanced degrees in economics, planning, business, public policy, real estate, and related fields as well as additional accreditations and certificates. Their staff is also active in a variety of professional organizations, including ULI, APA, IEDC, Lambda Alpha, AURRP, and IDA.

With over 30 years of experience providing real estate and financial advisory services to myriad public agencies throughout California, EPS is uniquely qualified to assist the Placeworks Team with this Specific Planning process. EPS's expertise and experience relevant to the proposed Irwindale TOD Specific Plan is highlighted below.

Real Estate Market and Financial Feasibility Analyses

EPS prepares technically rigorous real estate market and feasibility analyses for the full spectrum of real estate projects, development product types, and land use-planning programs. EPS's services provide a realistic assessment of market trends to determine the potential support for a given project or land use plan.

EPS's feasibility analyses evaluate the potential financial returns and feasibility of a real estate project, drawing on EPS's own market research of product types, absorption, and pricing. We typically develop pro forma cash flow models to test feasibility under a range of project alternatives, financing and partnership options, disposition strategies, and measures of financial return. The results of the model inform public/private financing strategies, supportable community benefits, and business terms in developer negotiations.

4. Qualifications and Experience

The typical development feasibility process includes the following steps:

- » **Assess Market.** The market analysis considers socio-economic trends and real estate market measures to identify current and future development opportunities. This assessment not only helps the consultant team focus on the most promising potential uses, it also furnishes inputs required for the feasibility analysis. EPS has broad experience performing market analysis for all land use types and for geographical areas ranging from a small infill site to entire neighborhoods or regions.
- » **Develop Financial Feasibility Model.** EPS develops comprehensive financial feasibility models that test the feasibility of proposed development plans. The model is used to establish a series of feasibility measures, including residual land value, internal rates of return, required financing, and potential public subsidies and/or gap financing.
- » **Financial Analysis of Plan Alternatives.** EPS works closely with its clients and internal team members to formulate alternative land use programs, identify sources of “gap” funding and associated financing, and assess development strategies. Using the pro forma cash flow model, EPS evaluates the feasibility of alternative land use and phasing schemes on an iterative basis, identifying required capital investments and financing to converge on a preferred disposition and development strategy guided by client policy parameters.

Public Infrastructure and Development Financing

EPS provides a range of services necessary to fund and build community facilities and capital improvements, including needs assessment, arranging for funding, and the development and administration of comprehensive financing programs. EPS also assists banks, REITS, other real estate equity firms, and land-secured financing districts with assessing market and development conditions and potentials in a dynamic credit and financing environment. EPS’s goal is to ensure successful development of projects and land use plans by preparing feasible financing plans that respond to public and private objectives and make creative use of available financing mechanisms and resources.

Specific services include forecasting demand to assist in infrastructure design, sizing, and timing; identifying and forecasting potential funding sources; allocating capital costs among participating entities; and assessing the impacts of capital financing alternatives on project feasibility and public finance negotiations, including drafting development agreements. Additional EPS services include formulating assessment rates, special tax formulas, and fee ordinances and developing funding strategies for the ongoing costs of operations and maintenance for public services and facilities. By way of example, we lead the State in assessing the feasibility and implementation of Infrastructure Financing Districts (IFDs) and Enhanced IFDs (EIFDs).

IBI GROUP

IBI Group is a multi-disciplinary consulting organization, offering services since 1974. They are a leading international, multi-disciplinary provider of a broad range of professional services focused on the physical development of cities. Their expertise spans urban design and planning, building and landscape architecture, engineering, advanced transportation management and traffic systems, active transportation planning, communications specializations, and software development. They have organized these services into three streams—Intelligence, buildings, and infrastructure—to ensure a holistic approach to creating innovative, responsive, and intelligent solutions for clients in both the public and private sectors. The collaborative nature of their practice allows the firm to effectively address the complexities inherent in the development of sustainable environments.

Since its founding in 1974, IBI Group has grown both organically and through strategic acquisitions. Today they have 80 offices located around the world, employing more than 2,100 professionals and support staff. More than 300 of the staff architects, planners, designers, and engineers are LEED accredited. IBI Group's approach to any project balances the three pillars of sustainability: the social, environmental, and economic spheres of influence. They strive to create projects that communities can be proud of and that benefit the community now and for generations to come.

Within California, IBI Group is well-known for its innovative planning and design practice, which focuses on identifying active and sustainable solutions for a variety of public sector clients and projects. Award-winning projects that IBI has led or been involved in include the Metro First-Last Mile Strategic Plan, the Agua Caliente Band of Cahuilla Indians Section 14 Complete Streets Plan, the Michigan Avenue Neighborhood Greenway, and the Bringing Back Broadway Streetscape Plan for Downtown Los Angeles.

IBI's primary differentiators include:

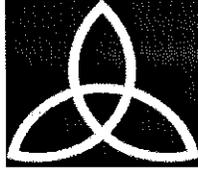
- » **Local Knowledge:** IBI Group has a history of working in Los Angeles county on a variety of complex and innovative planning projects. This diverse experience provides them with an excellent understanding of agency expectations and needs, as well as those of its residents and stakeholders.
- » **A Full Service Team:** IBI Group provides the diverse skills necessary to support all aspects of transportation planning, urban design, and civil engineering as well as to properly manage the project.
- » **Client and Community Focus:** Every plan developed by IBI Group is tailored to the unique needs, conditions and interests of community. Each project is an opportunity to create a plan that is as distinctive as its community.



- **Intelligence:** communications systems design, software development, safety and security, systems integration
- **Buildings:** building architecture, interior design, landscape architecture, building engineering (mechanical, structural, electrical)
- **Infrastructure:** planning, urban design, transportation, and engineering

4. Qualifications and Experience

MCKENNA ET AL.



McKenna et al., a sole proprietorship established in 1989, is a Small Business Enterprise (SBE), Women Business Enterprise (WBE), and Disadvantage Business Enterprise (DBE) owned and operated by Jeanette A. McKenna, MA, HonDL, and Principal Investigator. She holds certifications from the Society of Professional Archaeologists (SOPA) in Field (prehistoric) and Historic Archaeology. The California Office of Historic Preservation also recognizes her as qualified for historic architectural studies. She served on the SOPA Board of Directors (1993-97) and is nationally listed as a Registered Professional Archaeologist.

McKenna et al. employs an “applied archaeological approach” in documenting and reporting on cultural resources. This approach emphasizes a balance between practical planning and the management of resources while maintaining a project-specific approach to costs and schedules. Services include:

- » Pre-project Planning, Project Opportunities & Constraints
- » Phase I, II, and III Archaeological Investigations (Including Rock Art)
- » Construction and Mitigation Monitoring
- » Architectural Histories
- » Historic Property Survey Reporting (HPSRs)
- » Historic American Building Surveys (HABS)
- » Historic American Engineer-ing Records (HAER)
- » National Register of Historic Places Nominations
- » Peer Reviews and Technical Oversight

McKenna et al. maintains a professional staff capable of handling all levels of cultural resource investigations, including Prehistoric and Historic Archaeology, Rock Art studies, Historic Architectural Studies, general histories, peer reviews, and EIR/ EIS documentation. The firm also has staff with expertise in analysis and report preparation. The main office is located in Whittier, California, providing both office and laboratory facilities. These facilities provide in-house research and analysis, house specialized field equipment, data management systems, and a relatively extensive library and archives.

CADRE ENVIRONMENTAL

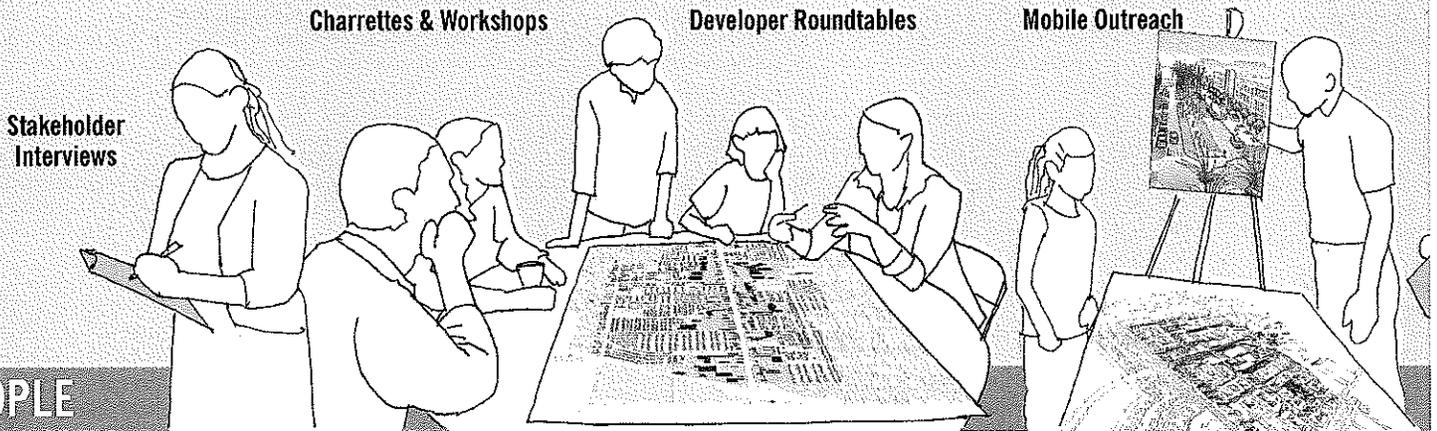
Cadre Environmental is an environmental consulting firm specializing in conducting natural history research for threatened and endangered species throughout California. The managing Owner/Research Biologist of the firm, Ruben Ramirez, has over 20 years of experience in the industry conducting wildlife surveys/research, developing biological technical reports, and creating Geographic Information System (GIS) databases. He founded Cadre Environmental in June 2002. Since its inception the firm has worked on over 250 public and private sector projects in northern and southern California providing the following services:



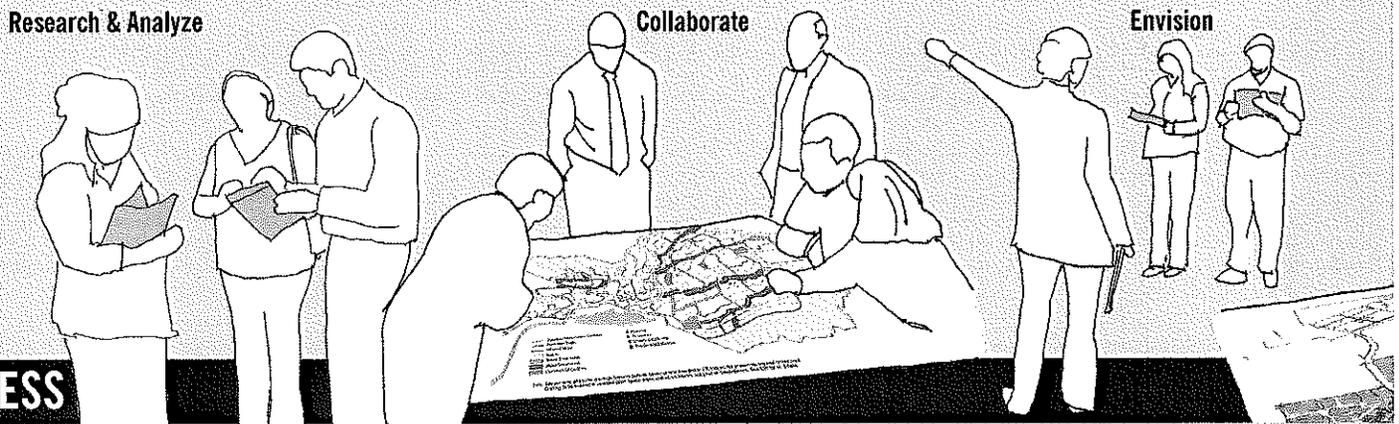
- » Literature and Background Research
- » General Habitat Assessments for Sensitive Species/Constraints Analysis
- » Focused Threatened and Endangered Species Surveys
- » Endangered Species Research Design and Implementation
- » GIS Management, Development, Analysis, and Map Production
- » Biological Assessment, Technical and Research Documents
- » Riverside County MSHCP Compliance Surveys and Documentation
- » United States Fish and Wildlife Service Emergency Consultation
- » Endangered Species Act Permitting (Section 7 and 10a)
- » Tribal Government Environmental Consultation
- » Environmental Compliance Construction Monitoring
- » Mitigation Bank Assessment and Development
- » Expert Testimony
- » GIS and Environmental Compliance Training

Select clients include the Fallbrook Naval Weapons Station, United Water Conservation District, Rancho Mission Viejo, Rancho Las Flores Limited Partnership, and the Pechanga Indian Reservation.

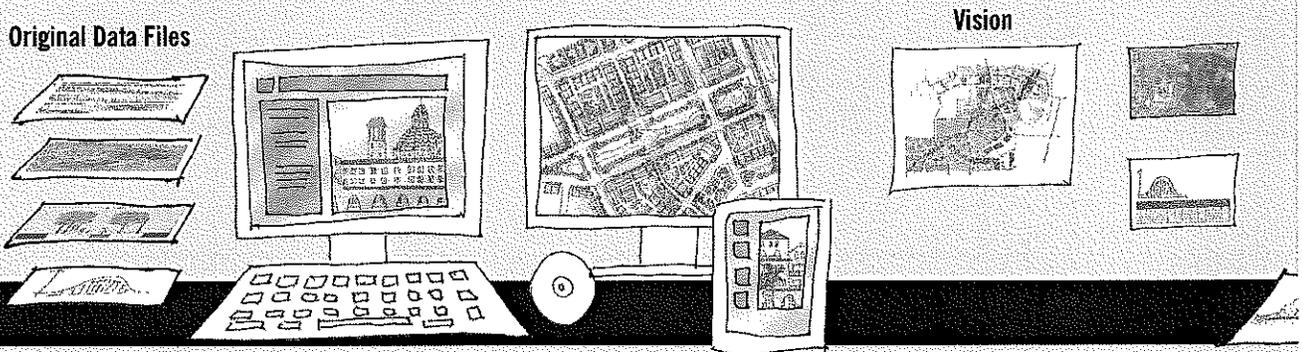
THE PLACEWORKS TEAM



PEOPLE



PROCESS



PRODUCT

Local Stakeholders
Property & Business Owners

Websites, Social Media
& Traditional Notices

Open Houses &
Public Hearings

Document

Review & Strategize

Present

- + Plans
- + Maps/Diagrams
- + Graphics/Illustrations
- + Tables/Charts
- + Performance Evaluations

Specific Plan

Environmental
Impact Report

People:

The PlaceWorks Team believes in collaboration and community engagement every step of the way—from the assessment of current conditions and needs, to exploration of opportunities for the future, to confirmation of preferred visions, development plans, and implementation strategies and codes.

The PlaceWorks Team works through multiple methods to include as many people as possible.

Process:

The PlaceWorks Team is effective at completing projects on time and under budget.

We establish clear procedures and protocols to ensure that the work the program addresses all objectives and expected outcomes and coordinates with concurrent Client initiatives.

Product:

The PlaceWorks Team is dedicated to providing clients with reliable and effective products. This means that for each deliverable work product we will provide the Client with electronic files for all publications.

4. Qualifications and Experience

RELEVANT PROJECT EXPERIENCE

The PlaceWorks project team’s relevant experience is listed in the matrix on the next page, followed by a list of the team’s relevant award winning projects. Detailed project descriptions of selected projects follow the team references.

4. Qualifications and Experience

PROJECT TEAM EXPERIENCE	TEAM MEMBER					COMPONENTS														
	PlaceWorks Staff of PlaceWorks while with other firms	Economic & Planning Systems	IBI Group	Mickanna et al.		Transit Oriented Development	General Plans	Municipal Codes	Specific Plans	Downtown Specific Plans	TOD Corridor Plans	Economic Analysis	Urban Design Standards	Architectural Renderings and Streetscape Designs	Urban Greening and Green Infrastructure	Transit Access and Mobility - Parking Standards and Management Plans	Community Engagement	EIRs/CEQA Review	Infrastructure	GIS
Arrow Highway Corridor Plan	■			■		■					■	■	■	■	■		■			■
Bergamot Station Area Plan	■					■		■			■	■	■	■	■	■	■	■	■	■
Burbank Downtown Development Standards	■					■		■								■				
California High Speed Rail Project	■					■				■			■	■			■			
Canoga Connect TOD Study				■		■				■	■	■			■		■			
Charlotte Area Transit System Facilities		■				■								■		■	■			
City of Hope Specific Plan and EIR	■				■			■						■	■	■	■	■		
CollegeTown Visioning and Specific Plan	■					■		■	■		■	■	■	■	■	■	■	■	■	■
Downtown La Mesa Village Specific Plan	■					■		■	■								■			
Duarte Station Specific Plan			■			■		■		■	■						■	■	■	■
Duarte Town Center Specific Plan			■					■	■		■									■
East Point Main Street Corridor TOD Plan		■				■			■	■		■	■	■			■			
Fullerton College Connector Study	■			■		■				■	■						■			■
Glendora Arrow Highway Specific Plan			■					■		■	■						■			■
Gold Line TOD Assessment Phase II				■		■				■	■	■				■	■		■	■
Harbor Boulevard Mixed Use Transit Corridor Specific Plan and EIR	■			■		■		■		■	■	■	■		■		■	■		■
LA Metro Green Places Toolkit		■				■						■		■			■			
Livable West Long Beach Implementation Plan		■								■							■			■
Long Beach Boulevard Corridor Plan	■					■		■		■	■	■	■	■			■	■	■	■
Los Angeles County General Plan EIR	■						■	■									■	■	■	■
LYNX Station Areas, Charlotte Light Rail		■				■							■	■		■				
Mountain View's San Antonio Station Precise Plan	■					■							■				■			
Oxnard Downtown East TOD Feasibility Study	■					■			■		■		■	■	■	■	■		■	■
Pasadena Land Use & Mobility Elements	■						■						■	■	■	■	■	■		
Placentia/Brea/Fullerton/La Habra TOD & Corridor Planning and Design	■			■		■				■	■	■	■	■			■			
San Bernardino TOD Overlay District	■					■		■			■	■	■		■		■	■		
Santa Rosa Downtown Station Area Specific Plan and EIR	■					■		■	■			■					■	■		
Sustainable Transit Community Study	■					■						■	■	■						
Temple City General Plan, Specific Plan and EIR	■						■		■		■	■	■	■	■	■	■	■	■	■
Walnut Creek West Downtown Specific Plan	■							■	■	■	■	■	■	■	■	■	■	■	■	■
Washington Boulevard Light Rail Corridor	■					■				■	■	■	■	■		■				
Western Riverside BRT Route Planning	■			■		■									■	■				
West Athens-Westmont Specific Plan and EIR	■			■	■	■		■		■	■	■	■	■	■	■		■	■	■
West Carson TOD Specific Plan and EIR	■				■	■		■				■	■	■	■	■	■	■	■	■

4. Qualifications and Experience

AWARD WINNING PROJECTS

Provided below is a select list of some of our team's award winning transit oriented projects.

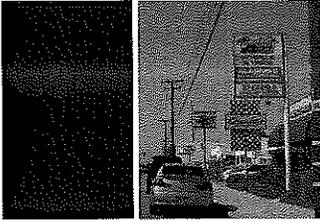
Project Name	Client Name(s)	Year/Name of Award	Awarding Organization	Team Members		
				PlaceWorks	EPS	IBI Group
Arrow Highway Multi-Jurisdictional Corridor Planning	SCAG, County of Los Angeles, and the Cities of Irwindale , Azusa, Baldwin Park, Covina, Glendora	» 2010 Compass Blueprint Regional Collaboration » 2009 Focused Issue Planning	» Southern California Association of Governments » APA California, Los Angeles Section	■		■
Duarte Station Specific Plan & EIR	City of Duarte	» 2014 Economic Planning & Development Award of Merit	» APA-CA, Los Angeles Section		■	
Harbor Mixed Use Transit Corridor Specific Plan and EIR	SCAG and the City of Santa Ana	» 2015 Comprehensive Planning: Large Jurisdiction » 2015 Comprehensive Planning: Large Jurisdiction	» APA California Chapter » APA-CA, Orange Section	■		■
Bergamot Station Area Plan	City of Santa Monica	» 2014 Comprehensive Planning Award: Small Jurisdiction	» APA-CA, Los Angeles Section	■		
San Bernardino TOD Overlay	City of San Bernardino	» 2013 Hard Won Victory » 2013 Hard Won Victory	» APA California Chapter » APA-CA, Inland Empire Section	■		
West Broadway Urban Village Specific Plan	City of Seaside	» 2010 Transportation Excellence » 2010 Neighborhood Planning	» Transportation Agency for Monterey County » APA-CA, Northern Section	■		
First/Last Mile Strategic Plan	Los Angeles County Metropolitan Transportation Authority	» 2015 National Planning Excellence for Best Practice » 2014 Planning Best Practice Award of Merit » 2014 Annual SCAG Sustainability Awards, President's Award	» APA (National) » APA-CA, Los Angeles Section » Southern California Association of Governments			■
Section 14 Complete Streets Plan	Agua Caliente Band of Cahuilla Indians	» 2015 Transportation Planning Award	» APA-CA, Inland Empire Section			■

4. Qualifications and Experience

REFERENCES

Per the RFP, we have provided more than three references for PlaceWorks. We also include two additional references for each of our subconsultants. Additional references may be provided upon request.

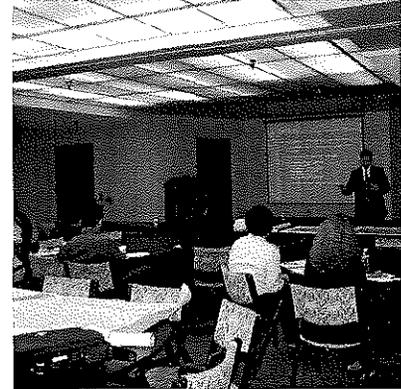
Client Name	Project(s)	Contact
PlaceWorks		
Los Angeles County Department of Regional Planning	» Connect Southwest LA TOD: A Specific Plan for West Athens-Westmont	Leon Freeman, Regional Planning Assistant II, Community Studies West Section 213.974.6406 lfreeman@planning.lacounty.gov
City of Duarte	» City of Hope Specific Plan and EIR	Jason Golding, Senior Planner 626.357.7931 goldingj@accessduarte.com
Southern California Association of Governments	Numerous TOD Projects including: » Washington Boulevard Light Rail Corridor Plan	Marco Anderson, Senior Regional Planner 213.236.1879 anderson@scag.ca.gov
City of Santa Ana	» Harbor Boulevard Mixed-Use Transit Corridor Plan and EIR	Melanie McCann, Senior Planner 714.667.2746 mmccann@santa-ana.org
EPS		
City of Duarte	» Duarte Station Specific Plan » Duarte Downtown Specific Plan	Craig Hensley Director of Community Development 626.357.7931 chensley@accessduarte.com
City of Glendora	» Arrow Highway Specific Plan	Jeff Kugel Planning Director 626.914.8215 jkugel@ci.glendora.ca.us
IBI Group		
Southern California Association of Governments	» First Last Mile Strategic Plan	Sarah Jepson Active Transportation and Special Programs Manager 213.236.1955 jepson@scag.ca.gov
Los Angeles County Metropolitan Transportation Authority	» LA Metro Transit-Oriented Land Use Planning Toolkit	Elizabeth Carvajal Transportation Planning Manager 213.922.4156 carvajale@metro.net
McKenna et al.		
Caltrans	» CEQA/NEPA Cultural Resources Studies	Julia Huddleston, Central Region 209.948.7690 julia_huddleston@dot.ca.gov
US Army Corps of Engineers	» CEQA/NEPA Cultural Resources Studies	Steve Dibble, Senior Archaeologist, Los Angeles District 213.452.3855 dsd3849@yahoo.com
Cadre Environmental		
US Fish and Wildlife Service	» Caltrans Liaison	Sally Brown, Wildlife Biologist 760.431.9440
US Forest Service	» Cleveland National Forest	Kirsten Winter, Forest Biologist 858.673.6180



ARROW HIGHWAY CORRIDOR PLAN

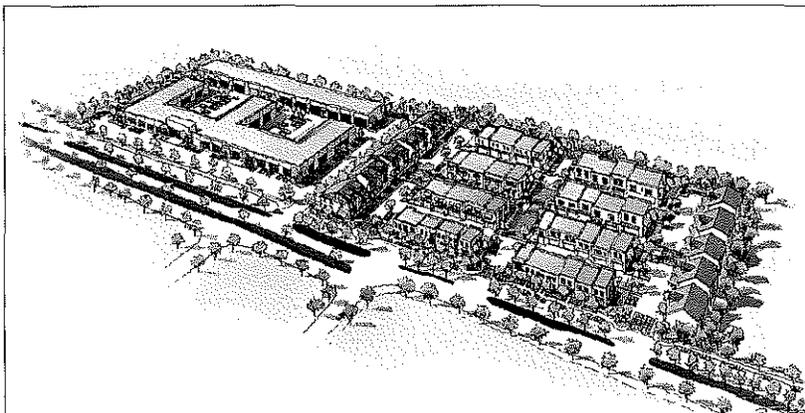
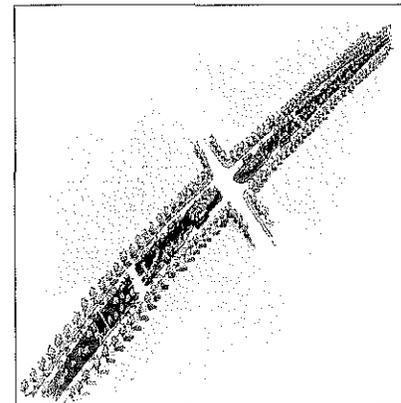
A SCAG Compass Blueprint Demonstration Project

Project Type	Corridor Planning
Location	San Gabriel Valley, California
Size	8 linear miles
Client	SCAG, Glendora, Azusa, Baldwin Park, Covina, Irwindale, LA County
Date Completed	2009
Services Provided	Visioning, Transportation and Circulation Planning, Economic Studies, Feasibility Analysis and Technical Studies, Corridor Planning, TOD, Public Outreach, Creative Media
Awards	2009 APACA Los Angeles Outstanding Planning Award for Focused Issue Planning



As part of the San Gabriel Valley Compass Blueprint Implementation Project, the Arrow Highway Demonstration Project coordinated the interests and efforts of six jurisdictions (Azusa, Baldwin Park, Covina, Glendora, Irwindale, and the County of Los Angeles), to generate a comprehensive analysis and formulate implementation strategies to improve the eight-mile portion of Arrow Highway corridor stretching from Interstate 605 in Irwindale to the City of San Dimas.

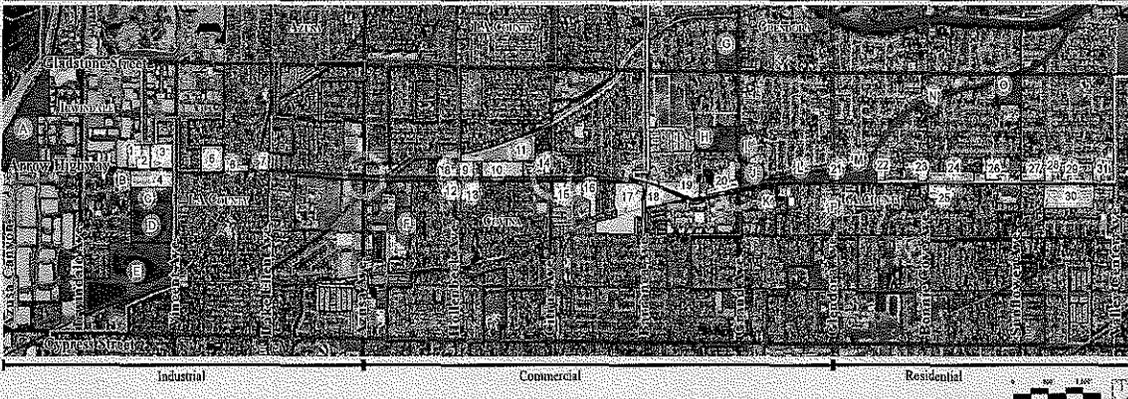
The project created multijurisdictional implementation and design strategies founded on an extensive opportunities and constraints analysis that considered land use, transportation, demographic, and economic variables, as well as a vision defined by the Arrow Highway jurisdictions. The vision revolved around the creation of three distinct districts and the identification of key land use and transit nodes. Focused land use, design, and economic studies explored development options for specific parcels to improve each site and the overall corridor, while also facilitating connections to nearby transit facilities. Finally, the PlaceWorks team provided direction on multijurisdictional tools to coordinate future improvements and activities throughout the corridor. Ultimately, the demonstration project will serve as an example of how to analyze a corridor, evaluate development options, and create implementation tools for improvements to corridors throughout the region.



ARROW HIGHWAY CORRIDOR PLAN

A SCAG Compass Blueprint Demonstration Project

Conceptual Arrow Highway Opportunity Sites for Discussion at Visioning Meeting on March 20, 2008



Conceptual Opportunity Site Identification

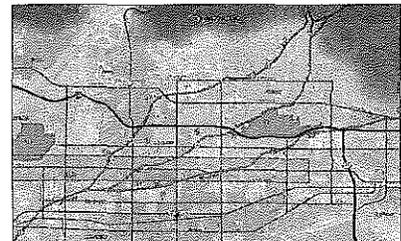
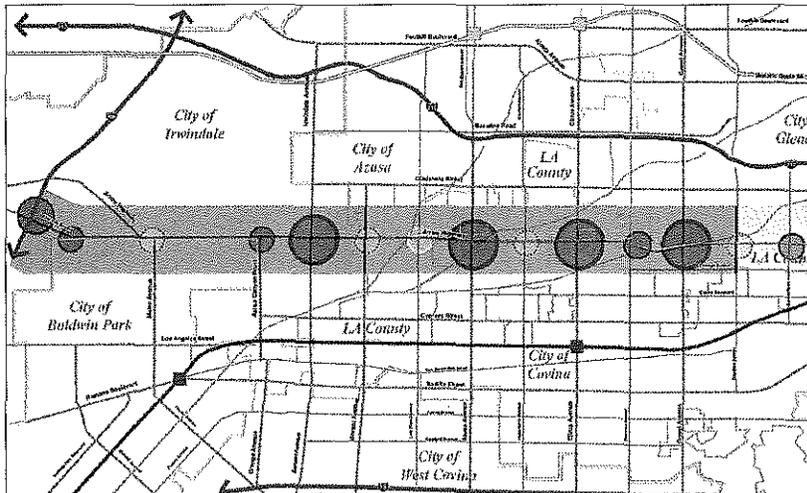
- | | |
|---|--|
| 1. Transition to industrial | 21. Possible mixed-use if gas station is removed |
| 2. Revitalize "Breasters' Choice", combine renovations | 22. Potentially relocate RV storage to along channel |
| 3. Transition to office | 23. Neighborhood retail |
| 4. Transition to residential if industrial is under-performing | 24. Residential |
| 5. Replace mobile home park | 25. Residential with possible corner retail |
| 6. Transition to residential; concentrate existing retail to east of Azusa Ave. | 26. Residential |
| 7. Opportunity for mixed-use retail | 27. Residential |
| 8. Mixed-use | 28. Residential |
| 9. Mixed-use | 29. Residential |
| 10. Centralize auto uses | 30. Residential |
| 11. Mixed-use or regional/sub-regional recreation opportunity | 31. Residential |
| 12. Mixed-use | |
| 13. Mixed-use | |
| 14. Remove corner building to increase viability | |
| 15. Major retail opportunity intersection | |
| 16. Transition to residential | |
| 17. Opportunity area, constrained by assumption of liability | |
| 18. Second-tier mixed-use or live/work units | |
| 19. Consolidate auto uses | |
| 20. Potential to cover channel and create new retail opportunities | |

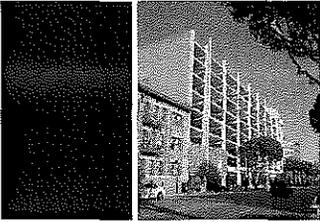
Justification Comments and Recommendations

- A. Improvements needed but retain industrial use
- B. Unbalanced industrial
- C. Currently transitioning to commercial/industrial
- D. No planned SFR until 6-7 year time horizon
- E. County food center and site retention
- F. Want to meet Home Depot building
- G. Existing retail, recent major remodel
- H. Transition to residential
- I. Under-performing retail, live/work potential
- J. Mixed-use residential, concentrate uses with area
- K. Under-performing retail (except for book store)
- L. Diverse housing, enhance visual quality
- M. Transition to highest density residential
- N. Integrate dining into park system
- O. Max potential library assets
- P. Realign commercial/residential break from Grand Ave to Glendora Ave.

Including the preparation of this presentation was financed in part through grants from the United States Department of Transportation.

Note: The contents of this presentation reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of SCAG or DOT. This presentation does not constitute a standard, specification, or regulation.





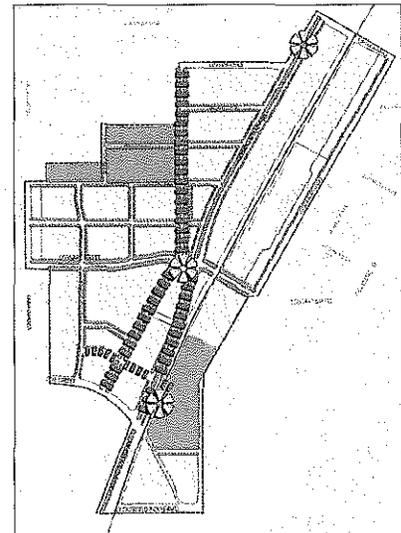
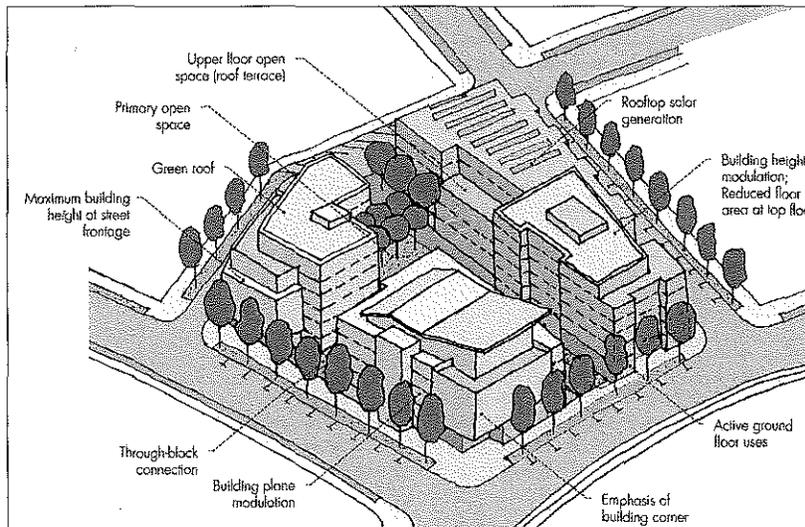
BERGAMOT STATION AREA PLAN

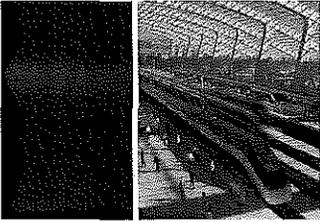
Developing a Vibrant Transit-Oriented Neighborhood

Project Type	Transit-Oriented Design
Location	Santa Monica, California
Size	160 acres
Client	City of Santa Monica
Date Completed	2013
Services Provided	Land Use Planning, Community & Stakeholder Outreach, Smart Growth, Redevelopment, Mixed-Use & Transit-Oriented Development, Station Area Planning, Streetscape & Development Standards



PlaceWorks developed an Area Plan for the future Bergamot Station and surrounding neighborhoods. Bergamot Station is one of the stations on Metro's planned extension of the Expo Line from Downtown Los Angeles to Downtown Santa Monica. As part of this effort, PlaceWorks led a multi-disciplinary team of consultants to develop a framework for the redevelopment of the area into a vibrant, transit-oriented neighborhood centered on a world-class art center. The project included extensive community participation and close coordination with both the city and landowners. The resulting plan incorporates innovative form-based streetscape and development standards that address city and stakeholder concerns regarding development intensity and design quality, and provides realistic guidelines for developers. Although only recently adopted, several projects are now proceeding to entitlement.

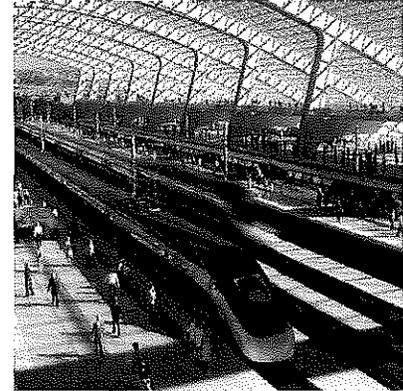




CALIFORNIA HIGH SPEED RAIL PROJECT

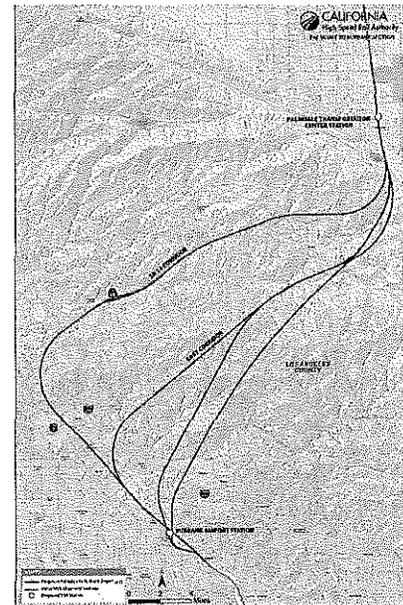
Palmdale to Burbank Segment

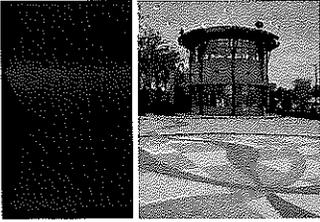
Project Type	Rail- and Transit-Oriented Development
Location	Los Angeles County, California
Size	Approximately 50 lineal miles
Client	SENER (prime contractor to California High Speed Rail Authority)
Date Completed	In Progress
Services Provided	Planning, Design, Technical Studies, CEQA and/or NEPA Environmental Review



PlaceWorks has lead responsibility for the planning and design of the stations, participation in the development of a community integration strategy, and providing technical support for environmental analyses and documentation for this segment of the California High Speed Rail Project. A team of planners, urban designers, architects, transportation planners, engineers, and economists is collaborating to establish the footprint and layout of station platforms, facilities, vertical and horizontal passenger circulation, parking facilities, site access and egress, and intermodal circulation confluence and access. We are working jointly with the public outreach and environmental teams to develop strategies addressing the physical, economic, social/cultural, and political integration of the rail corridors and stations into adjoining communities. Finally, we are responsible for the land use, environmental justice, and community impact analyses of the environmental documentation.

The station planning and design tasks are coordinated with separate planning initiatives for adjoining lands being pursued by the cities of Burbank and Palmdale under a CHSRA grant. We provide direction for these initiatives to ensure that the local plans conform to the state's objectives and requirements, and we will integrate their input into cohesive, design-level final plans for implementation.

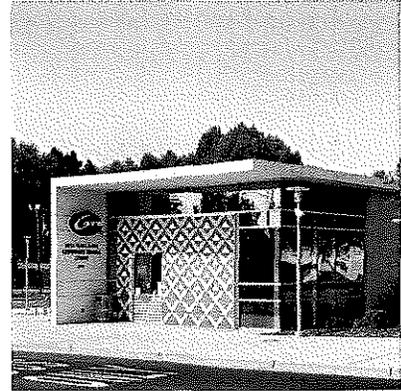




CATS TRANSIT FACILITIES

Charlotte Area Transit System

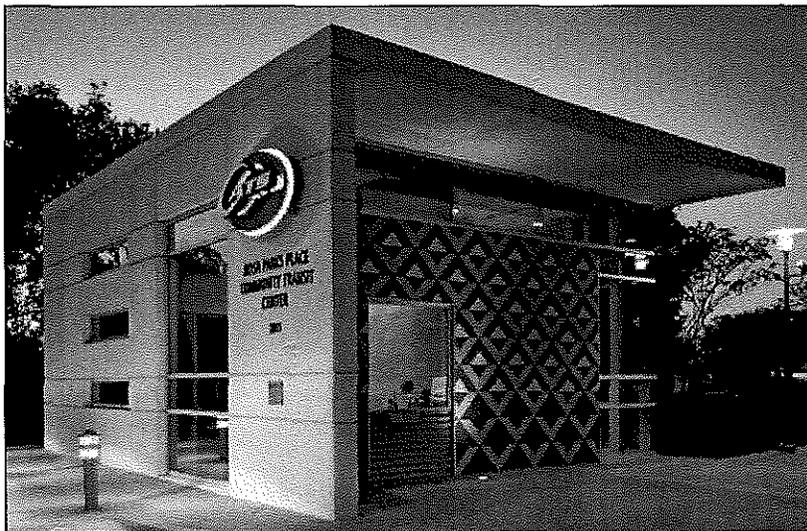
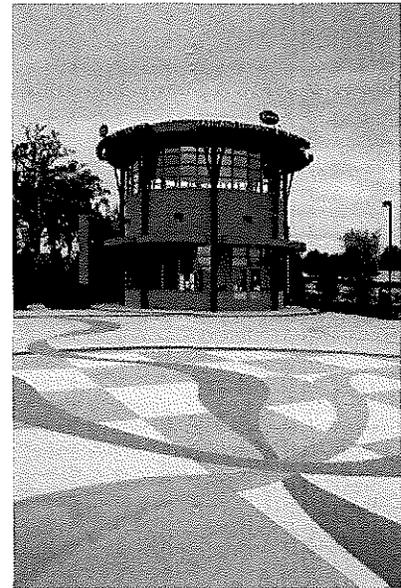
Project Type	Transit Facility Planning
Location	Charlotte, North Carolina
Size	Citywide
Client	Charlotte Area Transit System
Date Completed	2007
Services Provided	Facilities Planning, Urban Design



The CATS transit facilities needed the collaboration of multidisciplinary teams to plan, design, and build. Each community facility—whether a community transit station or park and ride—is designed with respect to its context and local history, and planned with the coordination of city staff, public officials, and local stakeholders.

The Eastland Community Transit Center opened in 2006 as a neighborhood transit center for local and regional bus routes. It has a building for bus drivers and security, an outdoor plaza, and covered passenger waiting areas.

The Beatties Ford Road area has the second highest ridership in the CATS system. The new Rosa Parks Community Transit Center enhances transit operations along Beatties Ford Road. This facility was scaled for the neighborhood near several neighborhood amenities, such as the Mecklenburg County Health building. It was envisioned as a weather-protected, safe place where residents could board regular and small buses.



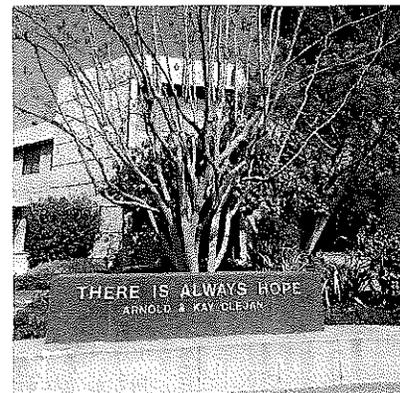
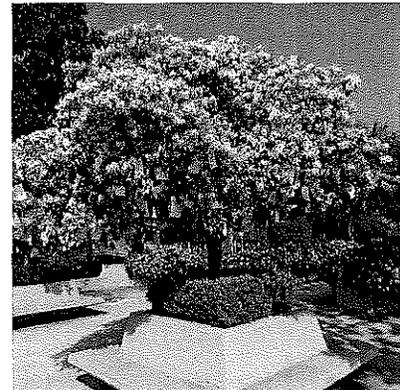
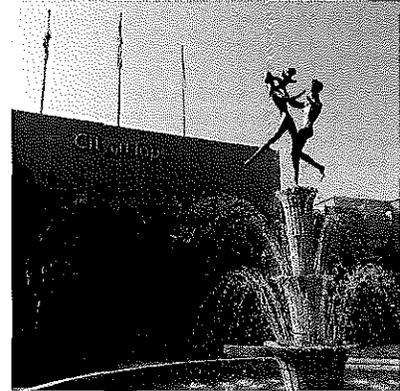
This project was led by PlaceWorks' **Nick Pergakes** while with the Charlotte Area Transit System.

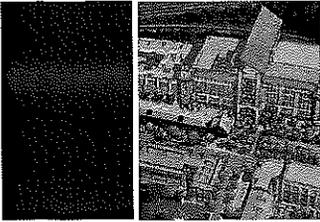
CITY OF HOPE SPECIFIC PLAN AND EIR

A New Vision for the Cancer Research Center

Project Type	Specific Plan and EIR
Location	Duarte and Irwindale, California
Size	114 acres
Client	City of Duarte, City of Irwindale, City of Hope
Date Completed	In Progress
Services Provided	Specific Plan, EIR, Community Outreach and Participation

The City of Hope Cancer Research Center is a medical campus that was established in 1913 and is today regarded as a global pioneer for cancer research. The PlaceWorks team is working with City of Hope, the City of Duarte, and the City of Irwindale to bring the center's recently completed campus master plan to fruition. The plan will establish a development envelope around the center of approximately 2.7 million square feet over the next 30 years. In each phase of development and throughout the life of the project, the specific plan and EIR will provide strategic opportunities for flexibility in building placement and design, internal circulation and parking, anticipated uses and occupancies, and improvements to infrastructure—both on and off the campus, to the extent possible. These combined efforts will focus on an implementation-driven approach, based largely on thresholds, triggers, and performance measures, and will establish a streamlined review and approval process.

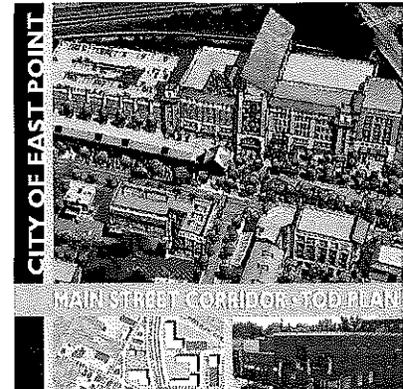




EAST POINT MAIN ST. CORRIDOR TOD PLAN

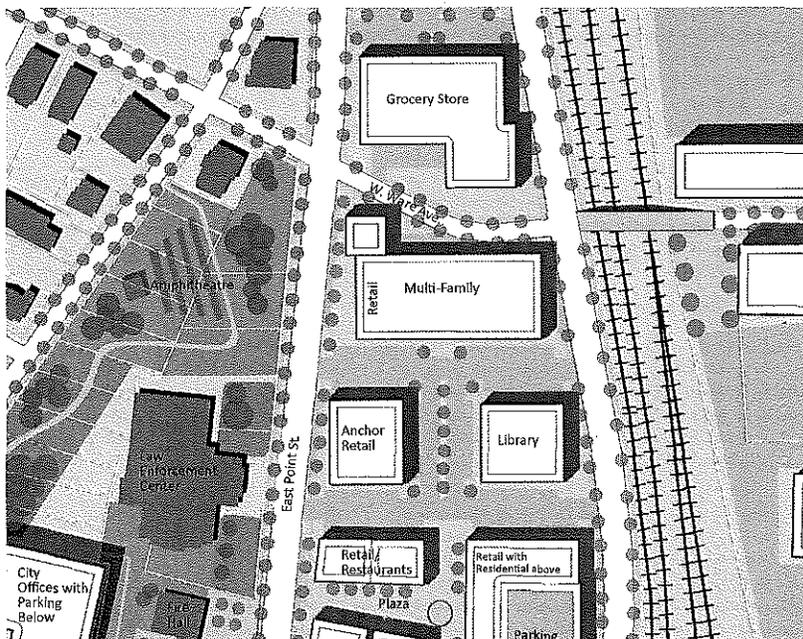
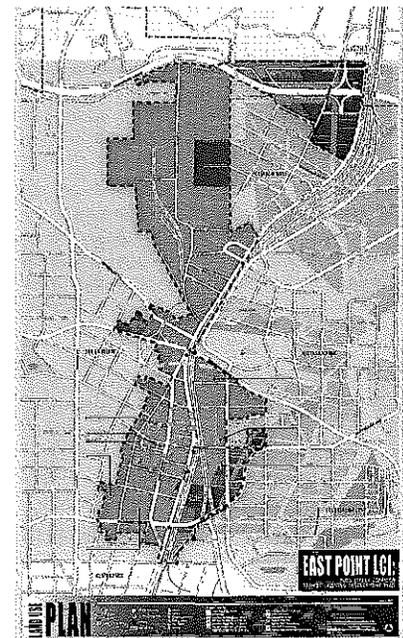
Catalyst Redevelopment

Project Type	Transit Oriented Development
Location	East Point (Atlanta), Georgia
Size	N/A
Client	City of East Point
Date Completed	2012
Services Provided	Planning, Urban Design, Transit Oriented Design

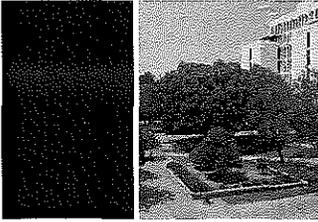


The City of East Point had an opportunity to dramatically change the future character and function of downtown and the Main Street Corridor. The East Point Main Street Corridor TOD Plan addresses land use and transportation issues at catalyst redevelopment sites. The plan was sponsored by the city and the Atlanta Regional Commission to support a multimodal environment around two Metropolitan Atlanta Rapid Transit Authority stations—the East Point MARTA station in downtown and the Lakewood/Ft. McPherson MARTA station.

The Main Street Corridor TOD Plan guides new development to foster sustainable land use and transportation practices and stimulate economic growth. It also identifies public and private investments that could be catalysts for new development and public amenities around the stations.



This project was led by PlaceWorks' **Nick Pergakes** while with another consulting firm.



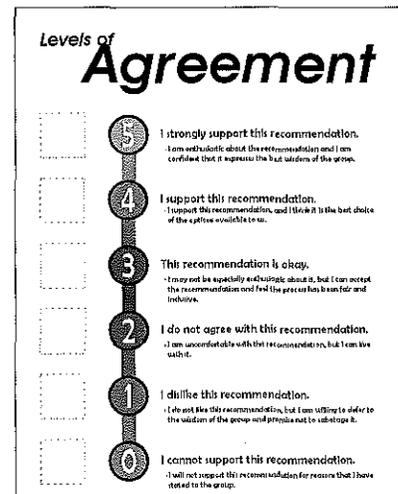
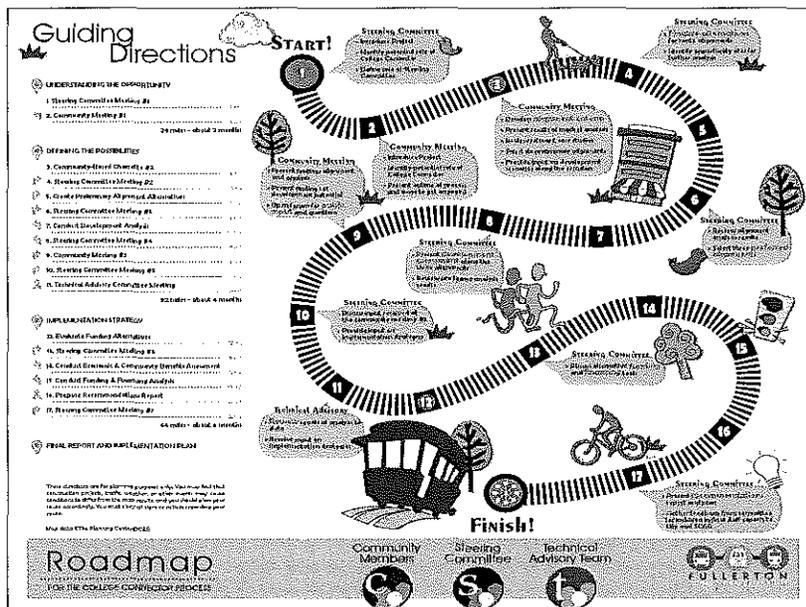
FULLERTON COLLEGE CONNECTOR STUDY

Connecting Education to the Heart of Fullerton

Project Type	Streetcar/Trolley Feasibility Study
Location	Fullerton, California
Size	5-mile study area
Client	Southern California Association of Governments and the City of Fullerton
Date Completed	In Progress
Services Provided	Land Use Analysis, Market Analysis, Economic Development Strategy, Outreach, Visioning, Sustainable Transit Planning, Development Planning, Urban Design



PlaceWorks is working with the City of Fullerton to create a public transit system connecting the university area with the Fullerton Metrolink station and downtown. This system will encourage private investment, accommodate population growth, maximize sustainable operations, and enhance the city's quality of life. The Fullerton College Connector Study will identify various transit routes and select the best route based on physical and financial feasibility, potential ridership, applicable transit technologies, and public input. New development opportunities and financing/funding strategies will be explored to support the potential connector and future growth along the transit corridor. A major component of the project is extensive public outreach using community workshops, social media, and a dedicated project website. Our involvement in both the Fullerton College Connector Study and the CollegeTown Specific Plan enables us to better provide the city with creative strategies appropriate to its unique context.





HARBOR MIXED-USE TRANSIT CORRIDOR

Creating a Place for People

Project Type	Corridor Planning, EIR
Location	Santa Ana, California
Size	2 linear miles
Client	City of Santa Ana
Date Completed	In Progress
Services Provided	Land Use/Corridor Planning, BRT/TOD Station Planning, Public Outreach, Form-Based Zoning, Specific Plan Development, Market Analysis, Infrastructure Analysis, Implementation and Financing, EIR



PlaceWorks helped the City of Santa Ana evaluate zoning designations along transit corridors throughout Santa Ana to expand land use options and establish an urban fabric that takes advantage of transportation improvements. A combination of vacant and underutilized land, bus rapid transit investments, future fixed guideway facilities, and desirable freeway and regional access make Harbor Boulevard an ideal candidate for reinvestment and new development opportunities.



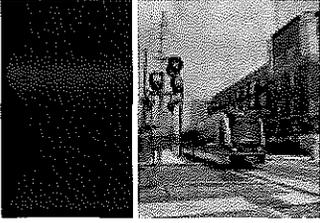
PlaceWorks subsequently developed the Harbor Corridor Plan and laid the foundation for a more livable corridor through form-based zoning that allows new housing and mixed-use development opportunities, the safe integration of cars, buses, bicycles, and pedestrians along a six-lane roadway, and design guidelines that create a stronger identity for the residents and businesses.



Placeworks conducted an extensive three-year outreach program consisting of over 20 public meetings, including an idea fair and bus tour, neighborhood meetings, focus groups with property/business owners and developers, a joint workshop with the Circulation Element Update, and three study sessions with the Planning Commission.

After adoption, the plan immediately drew interest from multiple developers for new residential and mixed-use projects.

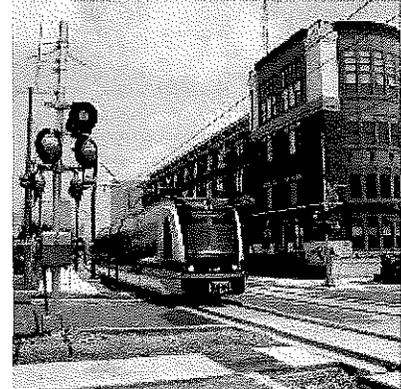




LYNX STATION AREAS

Planning for Charlotte's Light Rail

Project Type	TOD Master Plan
Location	Charlotte, North Carolina
Size	200 acres
Client	Charlotte-Mecklenburg Planning Commission
Date Completed	2004
Services Provided	Planning, Urban Design, Transit Oriented Design



The project team prepared a transit-oriented development master plan for a 200-acre area along the proposed north corridor of LYNX, Charlotte Area Transit System's commuter rail line. The final master plan included a mixed-use town center, a commuter rail transit station, and a variety of housing and employment uses. The overall development scheme incorporated open space, recreation areas, and public space. Walking trails and sidewalks throughout the project area promoted a pedestrian-oriented environment.

For the South Corridor LYNX, the project entailed light rail station area planning and conceptual design in a half-mile radius. The goals were to set up the right mix of development to complement the transit investment, and to optimize the land use and infrastructure in the surrounding areas of each of the transit stations. The station area plans were designed for multimodal use with new sidewalks, bicycle paths, and redesigned streets.

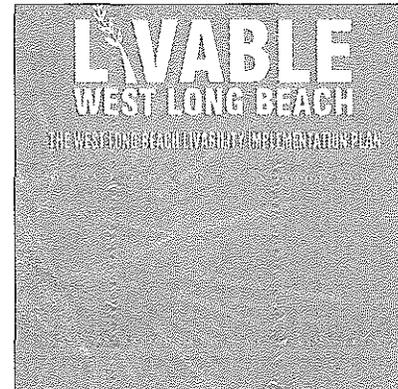
This project was led by PlaceWorks' **Nick Pergakes** while with another consulting firm.



LIVABLE WEST LONG BEACH

Strategies for a Healthy, Thriving Community

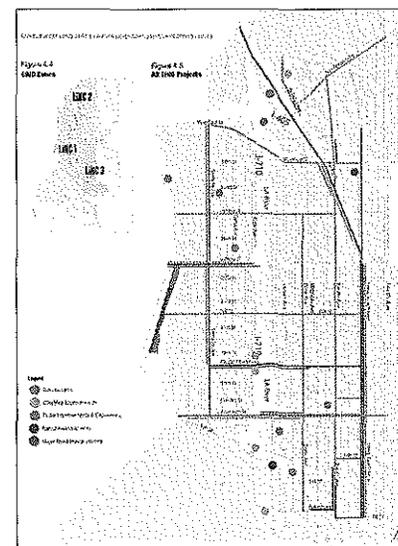
Project Type	Implementation Plan
Location	Long Beach, California
Size	West Long Beach Community
Client	City of Long Beach
Date Completed	June 2015
Services Provided	Comprehensive Implementation Strategy, Community and Stakeholder Outreach
Awards	2016 Neighborhood Planning Award of Merit, APACA Los Angeles Section



The West Long Beach Livability Implementation Plan identifies, consolidates, and prioritizes ongoing and proposed city infrastructure projects and community programs and creates a strategy to implement them. The plan addresses factors specific to West Long Beach, such as port-related air and noise pollution, high rates of asthma and obesity, high unemployment, and low income levels. Plan objectives include improved community health, a vibrant economy, a clean environment, quality transportation options, and increased recreational opportunities.

Aided by feedback from community members and stakeholders, the project team, including Placeworks' Abe Sheppard, developed a comprehensive implementation strategy for current/potential city and community programs (primarily related to health and the environment) as well as projects from previous planning efforts (primarily transportation related). Three individual implementation strategies are based on geography—Livable Neighborhood Connections or “LINC’s.” Their purpose is to physically connect the community via improved networks for walking, bicycling, and taking transit, and to connect community members to existing and planned programs enhancing community livability. A resource and funding analysis assessed and quantified project/program costs and benefits.

A key challenge was engaging a diverse, multilingual community, business interests, and city staff and integrating their feedback to produce a strategy that benefits the whole community in the short and long terms and is highly feasible and implementable.

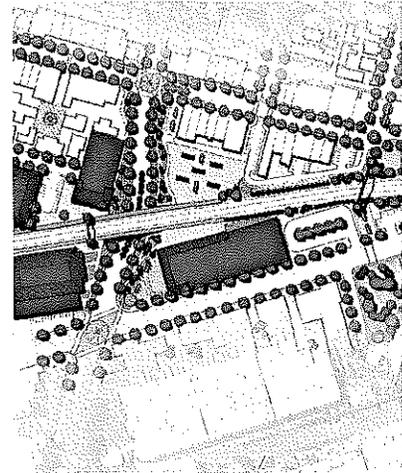
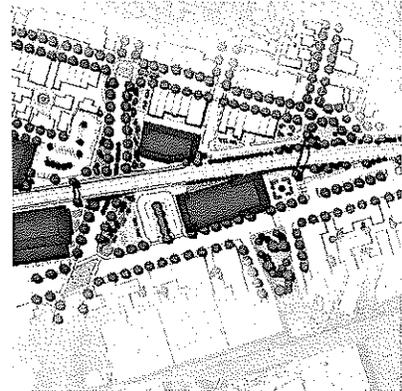


This project was led by PlaceWorks' **Abraham Sheppard** while with another consulting firm.

BREA, FULLERTON, LA HABRA, PLACENTIA

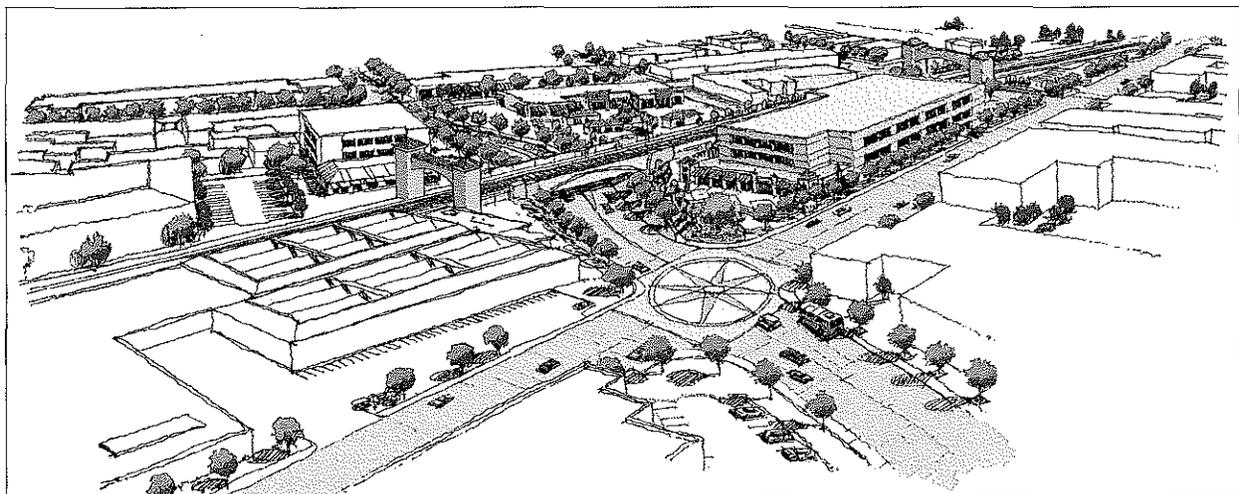
SCAG Compass Blueprint Demonstration Projects

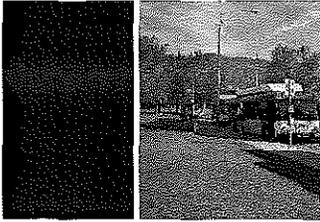
Project Type	Urban Design / Transportation Planning / Infill / Placemaking
Location	Southern California
Size	Varies
Client	Southern California Association of Governments and Orange County Transportation Authority
Date Completed	2008
Services Provided	Visioning, Transportation and Circulation Planning, Economic Studies, Feasibility Analysis and Technical Studies, Corridor Planning, Transit-Oriented Design, Site Planning, Public Outreach and Community Workshops, Creative Media



PlaceWorks completed a joint planning and design effort under SCAG's Compass Blueprint Demonstration Program and OCTA's Metrolink Transit Extension Study for the Cities of Brea, Fullerton, La Habra, and Placentia. The effort focused on ways to improve transit access to Metrolink service by identifying transit corridors and transit-development nodes with potential for enhanced bus or high-capacity transit. The effort led to the preparation of recommendation reports for each of the cities, working in conjunction with stakeholders and city officials. Our services included analysis of existing and future conditions, needs assessment, station area identification and planning, urban design, alternative economic analysis, visual simulations, public outreach, zoning, and implementation recommendations.

The Fullerton and La Habra demonstration projects focused on redevelopment along key transportation corridors, and the integration of new transit facilities with new commercial, residential, and public open space uses. The Brea and Placentia projects involved transit station concepts and phasing strategies, parking solutions, pedestrian circulation, and the introduction of new transit-oriented development.

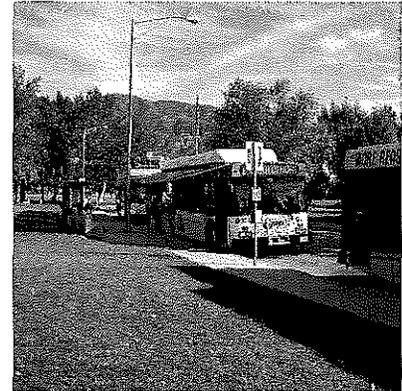




SAN BERNARDINO TOD OVERLAY

Sustainable Transportation and Urban Design

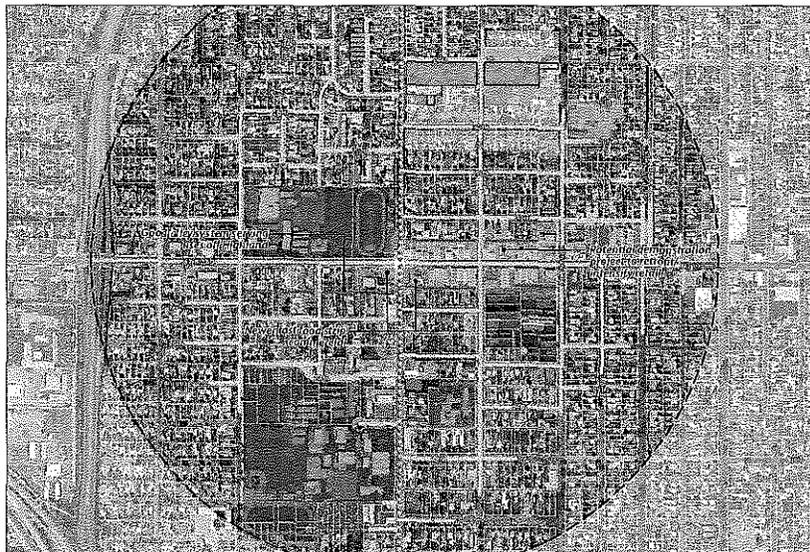
Project Type	Zoning Code/BRT Station Planning
Location	San Bernardino, California
Size	81 square miles
Client	City of San Bernardino Economic Development Agency
Date Completed	2012
Services Provided	Zoning Overlay, Station Area Planning, Stakeholder/Public Outreach
Awards	2013 Hard Won Victory Award, APACA Inland Empire



The City of San Bernardino is looking at a transit-rich future and is seeking to prepare a regulatory framework for transit-oriented development. PlaceWorks studied future station areas for Omnitrans sbX (bus rapid transit) and Redlands Passenger Rail and their surrounding neighborhoods to identify complementary land use and regulatory plans to ensure their success. PlaceWorks organized a station tour and prepared an existing conditions report focusing on identifying opportunity areas. The current phase of the project is developing zoning regulations grounded in the realities of the market—pretested by development feasibility concepts and pro formas and peer reviewed by experts and practitioners. These zoning regulations will be accompanied by a set of design guidelines that are flexible enough to allow property owners and developers to express their vision while maintaining a consistency in urban form to encourage an attractive, multimodal atmosphere.



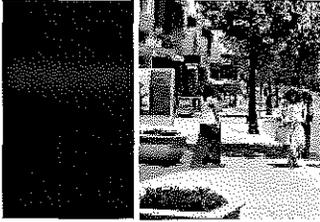
E-Street was nominated by a San Bernardino resident for Streetsblog USA's nationwide contest "best urban street transformation."



Ridership Projections
 Station Productions: 791 riders/day (243 walking and 548 transfers)
 Station Attractions: 263 riders/day (150 walking and 113 transfers)
 Total Activity: 1,054 riders

Key Demographics (1/2-mile radius)
 2010 Population: 5,282
 2010 Households: 1,516
 2010 Household Size: 3.35
 2010 Median Income: \$37,625

- LEGEND**
- RDA Owned Properties
 - City Owned Properties
 - Medical Uses
 - Historic Cemetery and Residential District
 - Vacant/Underutilized Sites
 - School
 - Employment
 - Church
 - Former Retail/Pedestrian Boulevard
 - 0.5 mile Walk to Transit Station
 - 0.5 mile Radius
 - 0.5 mile Radius from Other Stations
 - sbX Route
 - sbX Station

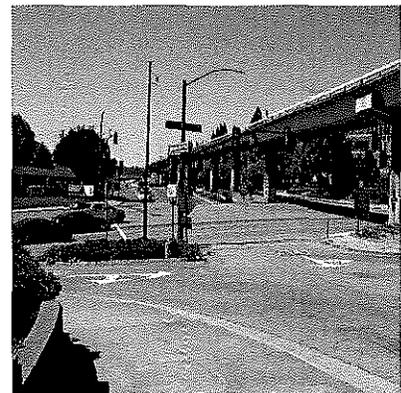
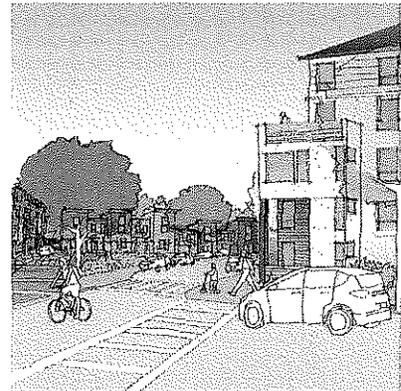


WEST DOWNTOWN WALNUT CREEK

Strategically Improving Connections

Project Type	Specific Plan and EIR
Location	Walnut Creek, California
Size	146 acres
Client	City of Walnut Creek
Date Completed	In Progress
Services Provided	Specific Plan, EIR, Community Outreach and Participation, Station Area Planning, Pedestrian and Bicycle Planning

PlaceWorks is preparing a Specific Plan and EIR for a 146-acre area of Walnut Creek south of the existing Walnut Creek BART Station, east of Interstate 680, and immediately west of Downtown Walnut Creek. Surrounded on all sides by major vehicular corridors, the Plan Area contains a variety of uses, including commercial, single-family neighborhoods, apartments, retail, and the BART station, and is within a Priority Development Area (PDA) identified by the City of Walnut Creek and the Association of Bay Area Governments (ABAG) as an infill opportunity. The Specific Plan, funded by the Metropolitan Transportation Commission (MTC) Station Area Planning Grant Program, will explore strategies for improving the pedestrian and bicycle connections between the Plan Area, the existing BART Station, and Downtown Walnut Creek. The Specific Plan process will also explore opportunities for new transit-oriented development (TOD) in the area that will provide new employment, retail, and housing opportunities for the community. To ensure community support and participation, the Specific Plan includes a robust outreach process with five community workshops and oversight and input from a Technical Advisory and Citizen Advisory Committees.



WASHINGTON BOULEVARD LIGHT RAIL

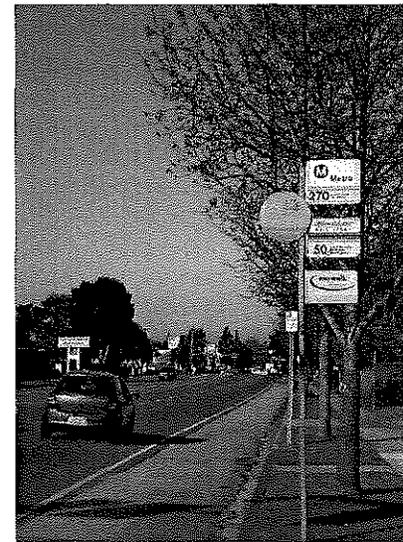
Land Use, Design, and Mobility Strategies

Project Type	Corridor Plan
Location	Portions of Montebello, Commerce, Pico Rivera, Santa Fe Springs, Whittier, and unincorporated Los Angeles County
Size	Countywide
Client	Southern California Association of Governments
Date Completed	July 2012
Services Provided	Baseline Analysis, Stakeholder Outreach, Transportation Analysis, Economic Analysis, Infill Analysis, Site Design, Pro forma Analysis, Illustrative Modeling, Strategy and Implementation Development

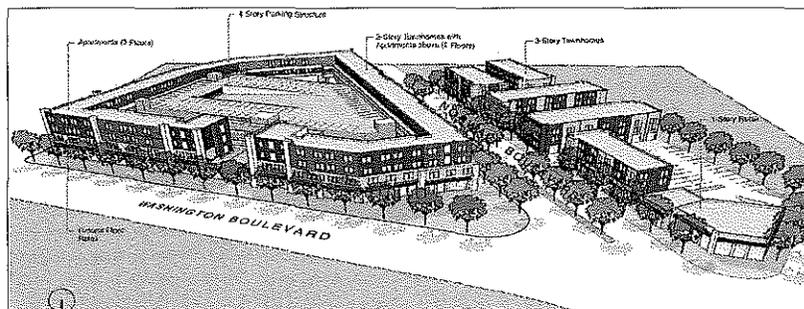


In 2010, the Los Angeles County Metropolitan Transportation Authority (Metro) proposed two alternatives for extending the Gold Line light rail service to communities farther east of Los Angeles: the SR-60 alignment and the Washington Boulevard alignment. The purpose of this project was to demonstrate to Metro that the Washington Boulevard alignment was not only economically superior, but had a distinct advantage in the readiness of coalition cities to support the alignment through policy and regulations.

The Washington Boulevard alignment would be an aerial system with six stations along Garfield Avenue and Washington Boulevard. It would extend into the cities of Montebello, Commerce, Pico Rivera, Santa Fe Springs, and Whittier and unincorporated Los Angeles County. Although the Washington Boulevard alignment would attract over 6,000 new daily riders and 7.6 million boardings annually, it is challenging to construct a high-capacity light rail transit system in a heavily developed urban area whose street widths are constrained and lined with one- and two-story buildings.



To understand and assess the benefits and impacts of the alignment, PlaceWorks conducted a detailed baseline corridor analysis—summarizing existing land uses and plans, assessing transit connections and ridership, and performing a detailed market study of the corridor and station areas. After identifying stations for further analysis, PlaceWorks developed prototypes for the selected sites and provided policy and design recommendations and specific strategies to facilitate implementation of the development prototypes.





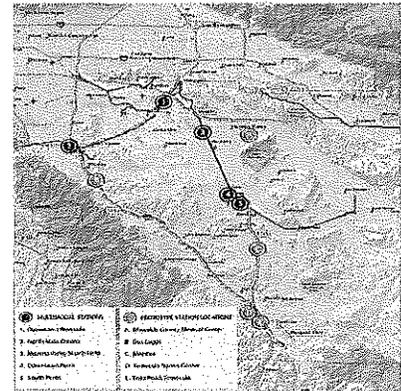
WESTERN RIVERSIDE BRT ROUTE PLANNING

SCAG Compass Blueprint Demonstration Project

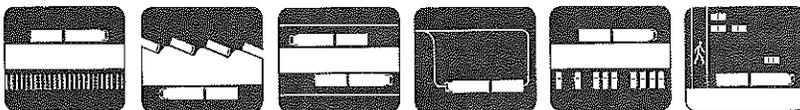
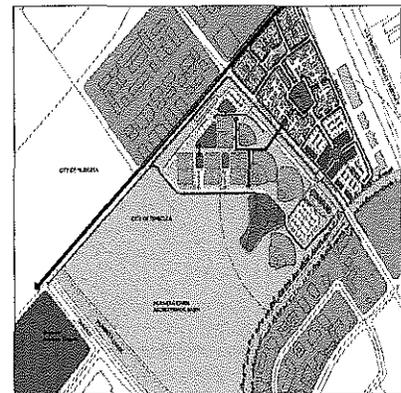
Project Type	Transit Planning
Location	Western Riverside County, California
Size	Varies, six station areas
Client	Western Riverside Council of Governments, Southern California Association of Governments, and IBI Group
Date Completed	2010
Services Provided	Transit-Oriented Design Development, Land Use Planning, Public Outreach

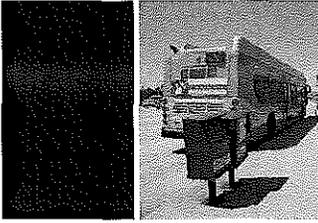


The Bus Rapid Transit (BRT) Route Planning Project, a joint effort undertaken by PlaceWorks and IBI Group, lays the groundwork for the development of a regional BRT system in Western Riverside County (WRC). PlaceWorks recognizes the importance of developing cost-effective, high quality, high-speed transit service in urban areas and sees BRT as a key component to the overall transit system in the Inland Empire. To better understand the opportunities, the project team researched successful BRT systems and used the information to select five corridors in WRC that would be best suited for BRT service. Six prototypical station types were identified (walk-up, village center park and ride, end of line, in-line, major bus transfer, and multimodal) and six potential station locations were selected along the five corridors to illustrate how the different station types could be developed in concert with adjacent land uses.



PlaceWorks developed station area concepts and prototypical development principles for the six different station types that can be folded into future transit-oriented development overlay zones in individual jurisdictions. Each station location faced unique challenges related to existing land use patterns, future development plans, and local demographics. PlaceWorks met with key stakeholders at each location to understand their individual needs and develop the most relevant and valuable plans. For example, based on a meeting with the stakeholders at the Moreno Valley location (which is adjacent to a county medical center), PlaceWorks was able to integrate the city's plans for high-density, mixed-use development and locate the BRT station at the nucleus of future projects, resulting in a win for BRT riders, potential developers, and the city.

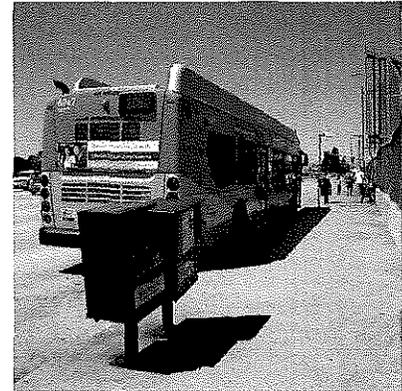




CONNECT SOUTHWEST LA SPECIFIC PLAN & EIR

Place Making and Economic Development

Project Type	Specific Plan
Location	West Athens-Westmont, California
Size	500 acres
Client	Los Angeles County Department of Regional Planning
Date Completed	In Progress
Services Provided	Specific Plan Preparation, Economic Analysis, Design Guidelines, Mobility Plan, Environmental Impact Report

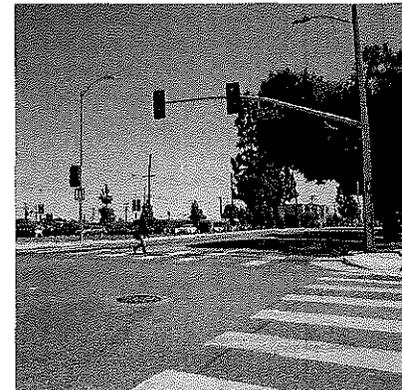


PlaceWorks is crafting a TOD specific plan around the Vermont/Athens Metro Green Line Station in Southwest Los Angeles. The study area is in an unincorporated area of LA County that has historically been challenged by disinvestment and high crime. Although it is next to the thriving Los Angeles Southwest Community College, other areas of the neighborhood still await reinvigoration.



Our approach is to integrate land use and economic development, urban form and design, mobility, community identity, and improvements to the public realm. The goal is to enhance a sense of place for the community. We will examine the mix of uses, the scale and orientation of buildings and open space, and the connections internally and with adjacent neighborhoods. Providing places for people to be social will attract development and encourage ridership on the Green Line.

The mobility strategy focuses on connecting the land use recommendations in the specific plan to existing and future transit services, including by walking and bicycling. This will transform the Vermont Avenue Corridor and connector streets and create a safer, more inviting environment for nonmotorists.

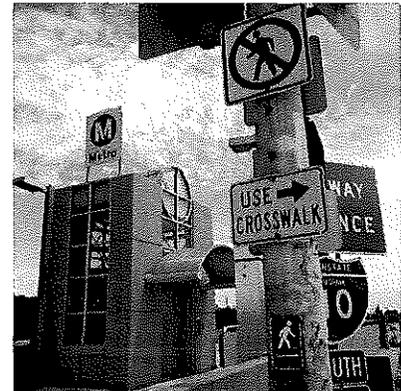


PlaceWorks is also exploring value capture land use alternatives induced by the existing transit station to incentivize ridership, fund streetscaping improvements, and upgrade public infrastructure as necessary for new development.

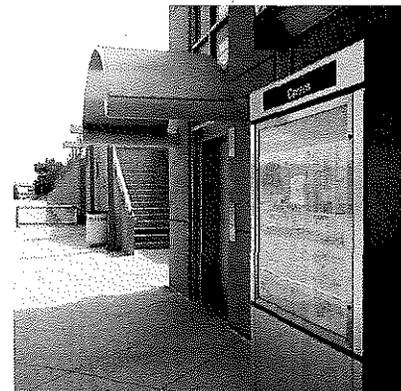
WEST CARSON TOD SPECIFIC PLAN AND EIR

New Opportunities for Revitalization

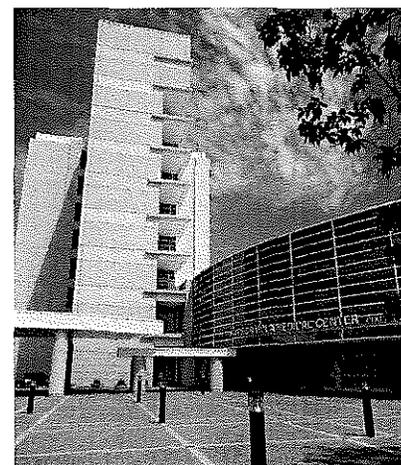
Project Type	Specific Plan and EIR
Location	West Carson, California
Size	418 acres
Client	County of Los Angeles
Date Completed	In Progress
Services Provided	Land Use Planning, TOD Station Planning, Specific Plan, Market Analysis, Infrastructure Analysis, Mobility, Design Guidelines, Implementation and Financing, EIR



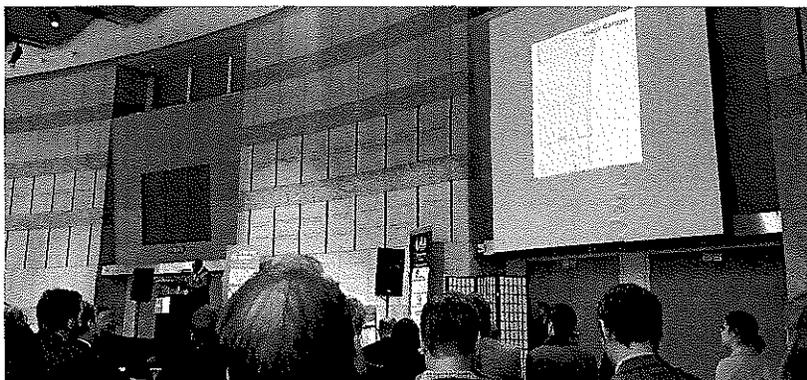
The County of Los Angeles selected PlaceWorks to develop a specific plan that would revitalize the unincorporated West Carson community through improved access to transit, housing, and jobs and a healthier and safer environment for walking and biking. The Carson Street corridor is a crowded hub of activity—a high traffic thoroughfare between Interstate 110 and surrounding communities and the Harbor UCLA Medical Center; a main rapid-transit corridor, and a busy pedestrian route. These factors, as well as vacant and underutilized land, make West Carson an ideal candidate for transit-oriented development opportunities.



The specific plan effort will identify opportunity sites and test the financial feasibility of different development scenarios. It will develop strategies to attract community reinvestment, create a sense of identity, and connect uses and neighborhoods. The specific plan document will contain standards for zoning and land use, a mobility strategy, urban design guidelines, a capital improvement plan, and an implementation strategy for the TOD area.



Current and future residents, commuters, and visitors will take better advantage of existing transportation infrastructure and mobility enhancements. Residents, county agencies, neighboring cities, and many stakeholders are working together to guide transit-oriented development and create a distinct identity for the West Carson community.



EPS RELEVANT EXPERIENCE

Included here are brief profiles of four recent EPS projects for a variety of San Gabriel Valley public sector clients.

Duarte Station Specific Plan

Duarte, California

As economist on a multi-disciplinary team, EPS contributed to creation of the Duarte Station Specific Plan, which was adopted by Duarte City Council in December of 2013 and received an AIA-Los Angeles Award of Merit for Economic Development in 2014. The Plan proposes a transit village to complement the Duarte/City of Hope Metro Light Rail Gold Line station, which opened in 2016. The program envisions a medium-density transit village with residential uses, commuter-serving retail, office development to support expected City of Hope growth, and a freeway-adjacent hotel. EPS assisted the consultant team by providing market analysis to test and support feasible program development and phasing flexibility, estimated the fiscal and economic impacts of the proposed program, and provided a strategy for financing and implementing supportive infrastructure.

Duarte Town Center Specific Plan

Duarte, California

EPS served as economist on the multi-disciplinary consultant team for the Duarte Town Center Specific Plan, a proposed mixed-use activity center intended to serve as Duarte's Civic and cultural hub. The existing condition is an automobile-oriented strip with a land use mix of dated hotels, marginal shopping centers, and quick-serve restaurants that faces strong competition for destination retail from the nearby cities of Monrovia and Arcadia. The proposed Specific Plan intends to leverage proximity to the nearby Civic Center, high school and middle school complex, Gold Line Station, and City of Hope medical campus to establish a more integrated, dynamic, and walkable social gathering place for the entire city. EPS supported development of the Specific Plan by analyzing real estate and socioeconomic conditions and assessing options for a district-wide infrastructure financing strategy.

Glendora Arrow Highway Specific Plan

Glendora, California

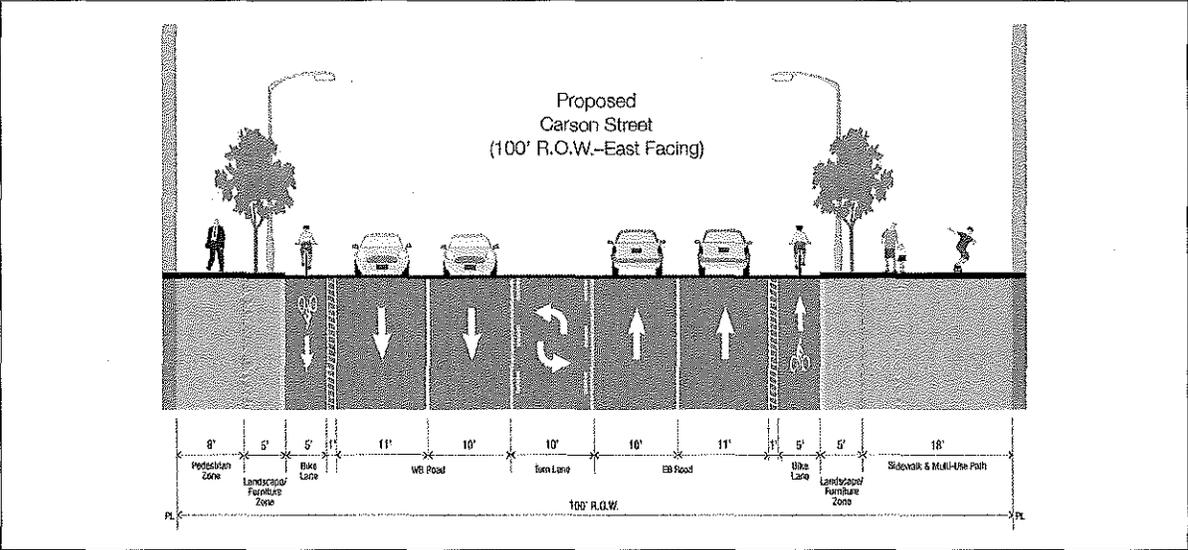
Arrow Highway is a major east-west arterial that traverses many jurisdictions and forms the outer boundary for several as it passes through the San Gabriel Valley. The automobile-oriented nature of the corridor, multiple political authorities, and strong retail competition from highway-adjacent big box shopping centers, has led to a land use pattern characterized by many marginal uses and high levels of deferred maintenance. EPS is part of a multi-disciplinary consultant team that is developing a Specific Plan for the Glendora portion of Arrow Highway to support revitalization and the establishment of an attractive and vibrant mixed-use southern gateway to the City. As the team's economist, EPS has analyzed socio-economic and real estate market trends in the corridor's vicinity to identify development potential and tested the development feasibility of several proposed uses. As a final task for this ongoing project, EPS will prepare a financing and implementation strategy for infrastructure development.

4. Qualifications and Experience

Azusa Pacific University Campus Economic Impact Analysis

Azusa, California

Azusa Pacific University, a private four-year college with enrollment of 6,500 students at one main campus and six regional center locations in Southern California, engaged EPS to assess the economic contributions resulting from campus operations within Los Angeles County and the State of California. Using input-output (I/O) analysis, EPS assessed and quantified jobs, employee compensation, and spending attributable to APU, including spending associated with annual operating expenditures, off-campus spending by APU students, and spending by visitors to APU. The total direct, indirect, and induced economic impacts in Los Angeles County totaled approximately 5,600 jobs and over \$300 million in total output in 2016 numbers.



1 West Carson TOD Specific Plan

Project Information

Location
West Carson, Los Angeles County, California

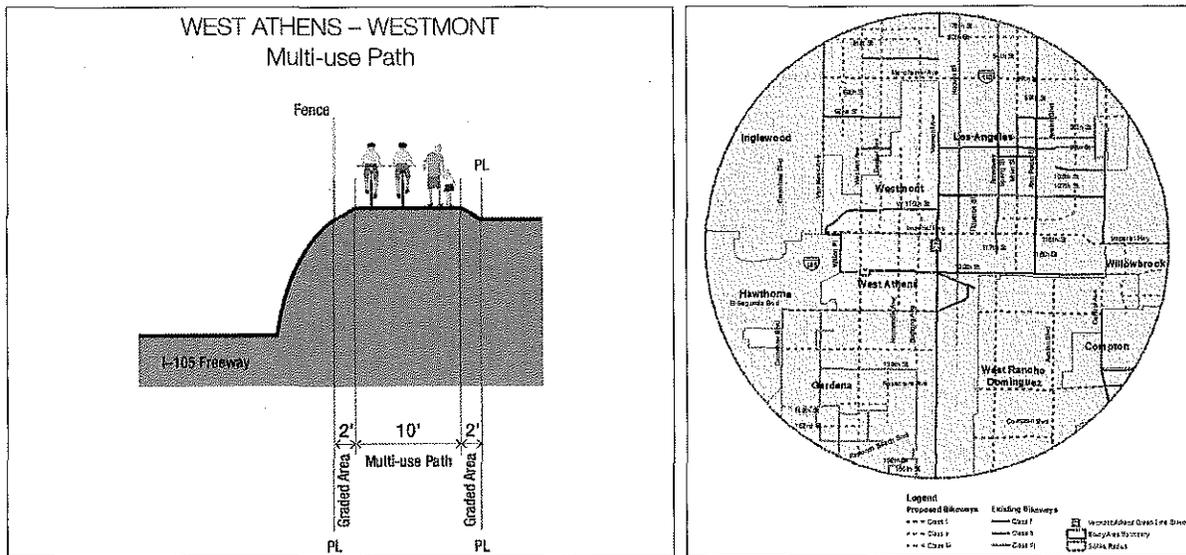
Client
Los Angeles County Department of Regional Planning

Client Contact Information
Maya Saraf, Regional Planning Assistant II
(213) 974-0307
msaraf@planning.lacounty.gov

The West Carson community is home to a range of bus transit services that include several Metro and Torrance Transit bus routes. In addition, its proximity to the Harbor Gateway Transit Center, freeways, busy pedestrian routes, and the Harbor-UCLA Medical Center positions the community to becoming a key regional transportation hub. The Los Angeles County Department of Regional Planning is developing a TOD Specific Plan that would improve transportation and mobility for the community. The focus for the TOD Specific Plan will be to identify strategies that will improve accessibility to the transportation rich infrastructure and to lay the groundwork for future transportation and mobility improvements. IBI Group has been tasked with developing the mobility element of the Specific Plan, which will focus on leveraging the community's assets, connecting uses and activities, and attracting future investment to create an engaging and vibrant community. The project includes the application of TOD urban design principles, multimodal and complete streets principles, as well as the evaluation of traffic impacts.



4. Qualifications and Experience



2 West Athens – Westmont TOD Specific Plan

+ Project Information

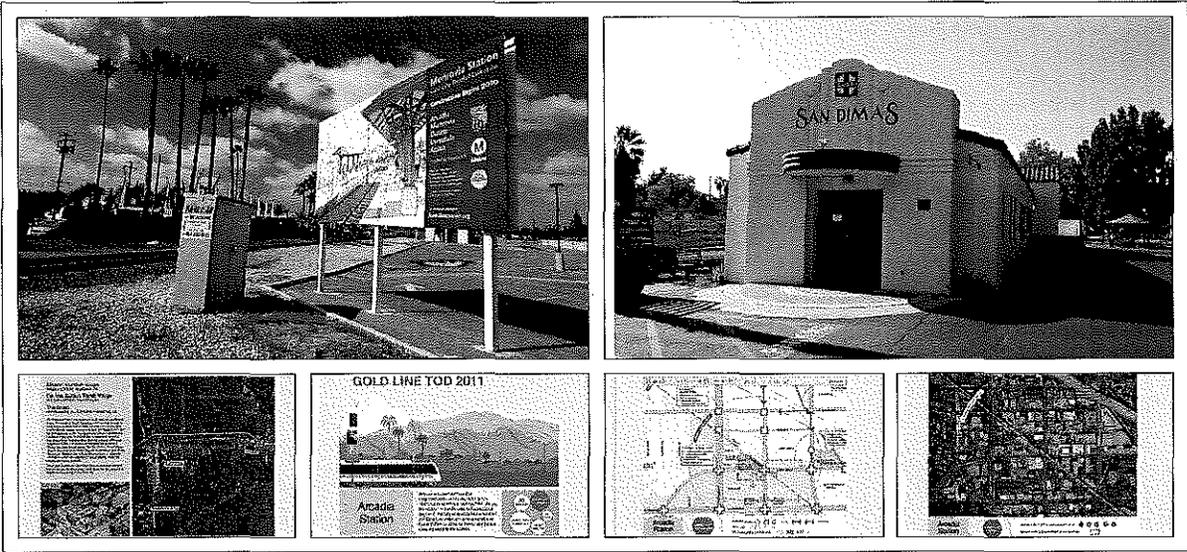
Location
West Athens, California and Westmont, California

Client
Los Angeles County Department of Regional Planning

Client Contact Information
Leon Freeman, Regional Planning Assistant II
(213) 974-6406
lfreeman@planning.lacounty.gov

The Los Angeles County Department of Regional Planning is developing a TOD Specific Plan for the West Athens – Westmont community. The community is uniquely situated near two high volume interstate highways, the Vermont Green Line Station, and is home to a number of bus transit services operated by Metro. Despite these factors, first-and-last mile connections to the rich transit network are impeded by the existing auto-centric design of the built environment. The TOD Specific Plan provides the West Athens – Westmont community with an opportunity to reimagine the streetscape and shift its design from a carbon-intensive and auto-centric approach to a multimodal and low carbon design. IBI Group is responsible for developing the mobility element of the TOD Specific Plan, which will focus on integrating land use, mobility, urban form and design, and community identity. The TOD Specific Plan will also address first-and-last mile connections to enhance connections to transit services by creating a safe and complete network of pedestrian and bicycle pathways.





3 Gold Line TOD Assessment Phase II

+ Project Information

Location
Los Angeles County, California

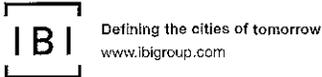
Client
Gold Line Construction Authority

Client Contact Information
Patricia Flynn
The Maxima Group
444 South Flower Street, Suite 3400,
Los Angeles, CA 90071
213.590.8441 (cell)
pflynn@themaximagroup.com

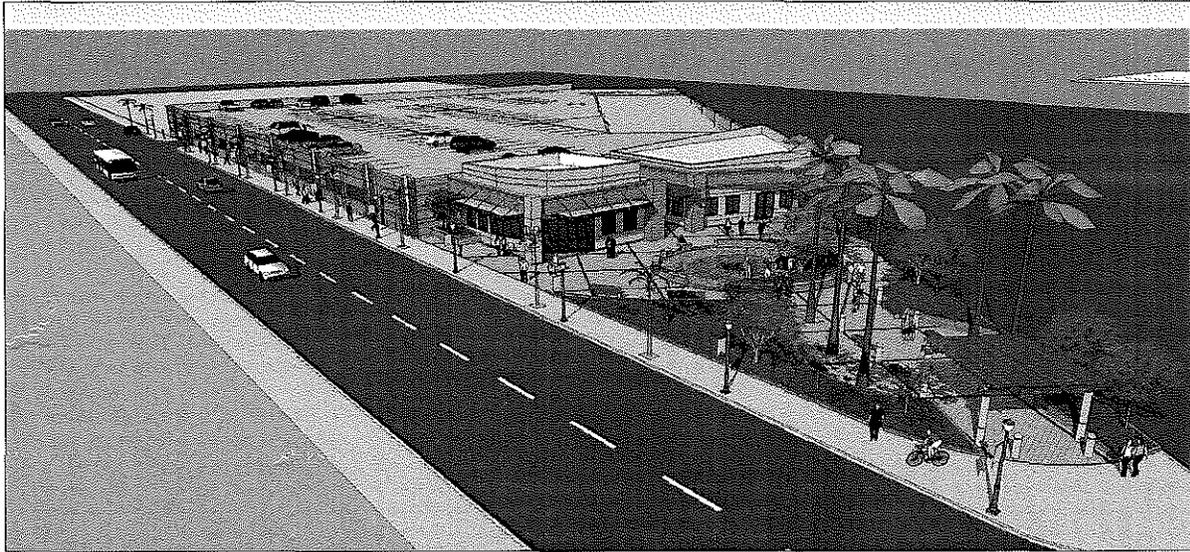
The Metro Gold Line Authority retained IBI Group in 2007 to extensively evaluate the transit-oriented development potential (TOD) for the proposed Gold Line Foothill Extension. The study acknowledged the cities along the corridor are at different stages of TOD readiness and assisted each city in their TOD planning efforts. The Gold Line TOD Study (2007) was well received and recognized the extension as a benefit to the San Gabriel region. Since the study's completion, the station cities have thoughtfully planned for the potential of economic growth and revitalization through augmenting existing policy documents to reflect TOD principles.

In 2010, IBI Group was selected to refresh the Gold Line TOD Study (2007); Gold Line TOD Study (2010) allowed an update of previous efforts under a new economic climate and provided guidance to cities in implementing their TOD plans. IBI Group devised an implementation strategy that utilized a system of 'TOD Building Blocks' that subdivided various improvement measures into flexibly deployable components, organized by funding stream. Work was communicated via interactive web-based 3-D graphics, and customized plans and models were provided to each of the Gold Line cities.

IBI Group developed station specific TOD plans, included circulation and access analysis, developed interactive 3-d graphics, web-site communication tools, and managed sub-consultants.



4. Qualifications and Experience



4 Metro Gold Line Foothill Extension Station Bus Interface Plan

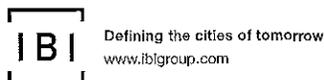
+ Project Information

Location
San Gabriel Valley, California

Client
Metro Gold Line Foothill Extension

Client Contact Information
Tanya Patsaourous
MGL Foothill Ext. Construction Authority
406 E. Huntington Dr, Suite 202
Monrovia, CA 91016
626-471-9050
tpatsaouras@foothillextension.org

The Metro Gold Line Foothill Extension will run from its current terminus in the City of Pasadena to the City of Montclair, 26 miles to the east. Upon completion, a dozen new stations will mean that 11 additional cities will be served by the Metro Rail system. IBI Group supported the Construction Authority on an effort to resolve issues relating to the interface between different travel modes, neighborhood connectivity, and the proposed rail line. The aim was to create an integrated transit system that will allow its users to move effortlessly between transit and their destination. We worked to locate bus stops and prepare prototypical bus stop treatments. IBI's work efforts also included conceptual design, layouts, elevations, and cost estimates for park-and-ride facilities located adjacent to the Phase 2A stations.





5 First Last Mile Strategic Plan

+ Project Information

Location
Los Angeles County, California

Client
Southern California Association of Governments

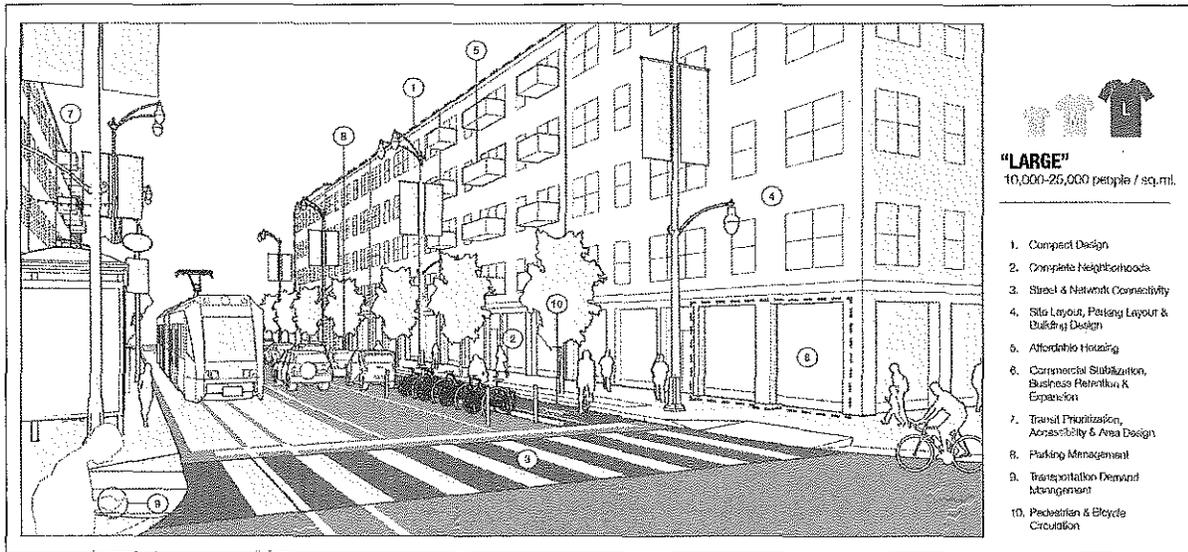
Client Contact Information
Sarah Jepson, Active Transportation and Special Programs Manager
818 W. Seventh Street
Los Angeles, CA 90017
Jepson@scag.ca.gov
(213) 236-1955

IBI Group helped Metro and SCAG prepare a Metro First Last Mile Strategic Plan for Los Angeles County. The plan advances the policies and goals of SCAG’s visionary 2012 RTP/SCS and Metro’s Countywide Sustainable Planning Policy (CSPP). The project aims to inform policies and goals relating to multi-modal access and system integration, and includes a set of guidelines that will lead regional implementation efforts in the interests of transit connectivity, social justice and community health.

IBI Group developed a physical active transportation network-based strategy for improving station access in Los Angeles County. The strategy (referred to as “the Pathway”) focuses on supporting mobility and transit access allowing the realization of the full potential of LA’s bold transit expansion program. The Pathway is intuitive, universally accessible, easy to navigate, visually recognizable, efficient, safe and fun. The Pathway supports system access and multi-modal transfer activity, and expands the reach of transit throughout the County. A rigorous approach is outlined for station area analysis and network identification, and will provide a point of departure for the identification of possible bike share station locations, which are defined in the strategy as “plug-in” components.



4. Qualifications and Experience



6 LA Metro Transit-Oriented Land Use Planning Toolkit

+ Project Information

Location

Los Angeles, California

Client

Los Angeles County Metropolitan Transportation Authority

Client Contact Information

Elizabeth Carvajal
One Gateway Plaza Mall Stop:99-18-3 Los Angeles, CA 90012
carvajale@metro.net
(213) 922-4156

IBI Group is working with LA Metro and the Los Angeles Regional Collaborative (LARC) to develop a toolkit of Transit Oriented Development (TOD) strategies, policies, and implementation actions for Los Angeles County. The objective of this study is to develop a toolkit that will be relevant to local cities within the county, regardless of their experience with and knowledge of TOD. As Los Angeles County seeks to adapt to climate change and take advantage of the new funding opportunities presented by State programs encouraging and mandating reductions in greenhouse gas emissions and vehicle miles traveled, the TOD Toolkit seeks to provide local cities with the tools and strategies to address these goals through sustainable and more compact development.



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7 Irwindale Regional Retail Visioning Project

+ **Project Information**

Location
Irwindale, California

Client
City of Irwindale

Client Contact Information
Ray Hamada, Director of Planning
5050 N. Irwindale Ave
Irwindale, CA 91706
(213) 430-2207

IBI Group is working with LA Metro and the Los Angeles Regional Collaborative (LARC) to develop a toolkit of Transit Oriented Development (TOD) strategies, policies, and implementation actions for Los Angeles County. The objective of this study is to develop a toolkit that will be relevant to local cities within the county, regardless of their experience with and knowledge of TOD. As Los Angeles County seeks to adapt to climate change and take advantage of the new funding opportunities presented by State programs encouraging and mandating reductions in greenhouse gas emissions and vehicle miles traveled, the TOD Toolkit seeks to provide local cities with the tools and strategies to address these goals through sustainable and more compact development.

4. Qualifications and Experience

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APPENDIX





KAREN GULLEY

Principal

Karen has a talent for strategy and innovative problem solving that has been honed by over 25 years of experience. Her skill with all facets of community planning and design for private and public sector clients expands the opportunities for creative solutions. As Principal, she has developed a solid practice in transit-oriented development (TOD), infill development, and corridor revitalization. She specializes in assisting local communities with evaluating the potential for transit-oriented development associated with Metrolink, BRT, and urban circulation. Her work ranges from vision plans to implementation strategies, each developed in a collaborative effort with city staff, transit agencies, and the public.

Karen also has extensive experience in specific plans, conceptual design studies, infill development strategies, general plans, military base reuse plans, and project implementation and entitlement. She has developed strong capabilities in inter-governmental coordination and project management. She regularly facilitates public meetings and workshops and is adept at establishing a rapport with her audience and communicating complex and often controversial issues in a clear, accurate manner. She is an expert at developing tailored solutions in both coding and design, and she enjoys the challenges of project processing, negotiating conditions of approval, responding to political considerations, and handling communication between stakeholders.

HIGHLIGHTS OF EXPERIENCE

TRANSIT PLANNING/TRANSIT-ORIENTED DEVELOPMENT

- » Riverside Streetcar Feasibility Study | Riverside CA
- » Fullerton College Connector Study | Fullerton CA
- » CollegeTown Visioning, Specific Plan, and EIR | Fullerton CA
- » TOD Overlay District | San Bernardino CA
- » Western Riverside BRT Route Planning and Station Area Studies | Western Riverside County CA
- » TOD: visioning, planning and design, and strategic implementation projects for the cities of Corona, Perris, Riverside, Hemet, San Bernardino, Temecula, March AFB, Montclair, Fontana, Brea, Fullerton, La Habra, Placentia, and Azusa as part of SCAG's Compass Blueprint Demonstration Program
- » WRCOG Non-Motorized Transportation Plan | Western Riverside County CA
- » North Orange County Cities Go Local Program | Orange County CA

CORRIDOR PLANNING

- » Long Beach Boulevard Specific Plan | Long Beach CA
- » Harbor Boulevard Specific Plan | Santa Ana CA
- » Corridor revitalization: planning and implementation projects for the cities of Glendora, Covina, Azusa, San Dimas, Irwindale, and Chino as part of SCAG's Compass Blueprint Demonstration Program
- » Arrow Highway Corridor, Multi-Jurisdictional Planning in Corridors | San Gabriel Valley CA
- » Telegraph Corridor: Design, Land Use, & Zoning | Santa Fe Springs CA
- » I-5 Freeway Expansion Analysis, I-5 Corridor Phase One, and Freeway Overlay Zone | Santa Fe Springs CA

EDUCATION

- » BA, Economics, University of California, Santa Cruz
- » Masters Program, Urban & Regional Planning, California State Polytechnic University, Pomona (all but thesis)
- » Certificate in "Planning for Effective Public Participation," International Association for Public Participation

AFFILIATIONS

- » American Planning Association
- » Urban Land Institute

Team member since 1991

- » Life on State | Salt Lake County UT
- » Los Alamitos Corridors Plan | Los Alamitos CA

INFILL & REDEVELOPMENT

- » CollegeTown Visioning and Specific Plan | Fullerton CA
- » Southeast Area Specific Plan | Long Beach CA
- » Tustin Legacy Specific Plan Revision | Tustin CA
- » Mixed Use Overlay Zones | Anaheim CA
- » MCAS Tustin Military Base Reuse: Villages of Columbus, planning, design, and entitlement services | Tustin CA
- » Commercial Entertainment District Specific Plan & EIR | Coachella CA
- » North Hemet Specific Plan | Riverside County CA

URBAN PLANNING

- » River Ranch Community Planning & Entitlements | Madera County CA
- » Glen Helen Specific Plan | San Bernardino County CA
- » Parc Anaheim Specific Plan | Anaheim CA
- » Pinnacle at Orange Specific Plan | Orange CA
- » The Preserve Specific Plan | Chino CA

COMPREHENSIVE PLANNING

- » WRCOG Sustainability Plan Framework | Western Riverside County CA
- » Rancho Cucamonga General Plan Update and EIR | Rancho Cucamonga CA
- » Economic Development Strategic Plan | San Bernardino County CA
- » Fontana General Plan Update & Zoning Code Consistency Program | Fontana CA
- » Temecula Inaugural General Plan Update and EIR | Temecula CA

LARGE-SCALE LAND PLANNING

- » Kennecott Master Plan | Salt Lake County UT
- » Centennial Specific Plan, Tejon Ranch | Los Angeles County CA
- » Collier Strategic Plan | Collier County FL
- » Ferber Ranch Area Plan & Entitlements | Orange County CA
- » Hawadi Master Plan | Saudi Arabia

PLAN IMPLEMENTATION

- » Tustin Legacy Master Developer | Tustin and Irvine CA
- » Villages of Columbus Planning & Entitlements, MCAS Tustin | Tustin CA
- » Heritage Fields Development Plan Environmental Review | Irvine CA
- » IBC Residential Development Strategy and Ordinance | Irvine CA
- » Villages at Cabrillo Master Plan Outreach & Entitlements | Long Beach CA

ARTICLES

- » "Repositioning Urban Corridors to Attract New Residential and Commercial Markets," Urban Land, 2010
- » "Sowing the Seeds of Regional Planning," Urban Land, 2007
- » "Reshaping the American Commercial Strip," Urban Design Group Journal, Winter 2003

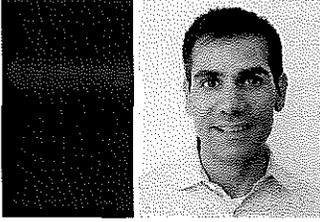
AWARDS

- » 2015 Transportation Planning Award of Merit, APACA Orange Section | Fullerton College Connector (Streetcar) Study
- » 2013 Best of the Best Award, ULI Orange County/Inland Empire | WRCOG Sustainability Framework
- » 2009 Compass Blueprint Achievement Award in Prosperity, SCAG | Coachella's South East SOI Sustainability Project
- » 2006 Outstanding Planning Award for Planning Implementation—Large Jurisdiction, APACA Inland Empire Section | Glen Helen Specific Plan

KAREN GULLEY

Principal

kgulley@placeworks.com



NICK PERGAKES, AICP

Senior Associate

Nick Pergakes has over 17 years of experience as an urban designer and planner. He has taken a lead role in urban design and implementation of policy that creates community-supported, context-sensitive design solutions for redeveloping suburban and urban environments. Nick specializes in integrating smart growth and sustainable design strategies into specific plans, corridor studies, design guidelines, and zoning codes.

Nick has worked in the both the public and private sectors in California and the Southeastern US. As an experienced project manager, he has mastered skills in management and leadership—skills that enable him to excel in decision making, planning, meeting management, delegation, and communications.

Nick has worked with cities, community leaders, and stakeholders to prepare and implement master plans, corridor studies, form-based codes, and built transit projects. Nick has presented at conferences and workshops on downtown revitalization, transit-oriented development, and form-based codes.

As a certified planner, Nick continues to expand his expertise in urban design and planning through ongoing research and affiliations with the American Planning Association and the Congress for the New Urbanism. His research on transit-oriented development has been published by the Transportation Research Board and the Washington State Department of Transportation (WSDOT).

HIGHLIGHTS OF EXPERIENCE

- » Palmdale to Burbank Station Area Planning, California High Speed Rail | Southern California
- » West Athens-Westmont TOD Specific Plan and EIR | Los Angeles County CA
- » City of Hope Specific Plan | City of Duarte CA
- » The Preserve Town Center Plan | Chino Hills CA
- » Centennial Master Plan, Tejon Ranch | Los Angeles County CA
- » CenterLine Transportation-Oriented Design Guide, Orange County Transit Authority | Orange County CA
- » Liberty Specific Plan and Design Guidelines | Lake Elsinore CA
- » MCAS El Toro Base Reuse Plan | Orange County CA
- » Newhall Ranch Communities Planning | Newhall Ranch CA
- » Domenigoni Ranch Specific Plan | Winchester CA

PRIOR EXPERIENCE

TRANSIT-ORIENTED DEVELOPMENT

- » East Point Main Street Corridor TOD Plan | Atlanta GA
- » CATS South Corridor Infrastructure Plan | Charlotte NC
- » Strategies and Tools to Implement Transportation-Efficient Development: A Reference Manual | WSDOT
- » Griffith Lakes TOD Master Plan | Charlotte NC
- » Moorefield Green TOD | Loudoun County VA

EDUCATION

- » MS, Urban Planning, University of Washington, Seattle
- » Certificate of Achievement in Urban Design, University of Washington, Seattle
- » BS, City and Regional Planning, Cal Poly San Luis Obispo

AFFILIATIONS

- » American Planning Association
- » The Congress for the New Urbanism
- » Urban Land Institute

Team member since 2015



NICK PERGAKES

Senior Associate

npergakes@placeworks.com

TRANSIT/CORRIDOR PLANNING

- » Rethink Folly Road Complete Streets Corridor Study | Charleston SC
- » Riverland Drive Scenic Byway Corridor Management Plan | Charleston SC
- » Midtown Transit Enhancements | Charlotte NC
- » Rosa Parks Community Transit Center | Charlotte NC
- » Eastland Community Transit Center | Charlotte NC
- » Northcross Park and Ride | Huntersville NC
- » Highway 49/64 Bypass Study | North Carolina

URBAN DESIGN AND MASTER PLANNING

- » Downtown Auburn Strategic Master Plan | Auburn GA
- » Neighborhood Revitalization Strategy Study | North Charleston SC
- » Area Character Appraisals | Elliottborough, Cannonborough, Old Windermere and Byrnes Downs, City of Charleston SC
- » Village of Flat Rock Strategic Growth Master Plan | Flat Rock NC
- » Santa Ana Urban Design Vision Plan | Santa Ana CA
- » Avenue of Flags/Highway 246 Streetscape Design Guidelines | Buellton CA
- » Tanner Properties Master Plan | Rutherfordton NC
- » Fairington Village | Charlotte NC
- » Wuxi Lake Front Conceptual Master Plan | Wuxi PRC
- » Central Area Planning/City Design | Foshan PRC
- » Colony Square Town Center Plan | Atascadero CA
- » California Polytechnic State University Master Plan | San Luis Obispo CA
- » Agoura Village Town Center Plan | Agoura Hills CA
- » Dove Creek Master Development Plan | Atascadero CA

COMPREHENSIVE PLANNING

- » Lincolnville Comprehensive Plan Update | Lincolnville SC
- » Toccoa Urban Redevelopment Plan | Toccoa GA
- » Stephens County Urban Redevelopment Plan | Stephens County GA
- » Comprehensive Plan Update | Bainbridge GA
- » Trogon District Urban Redevelopment Plan | Toccoa GA
- » Comprehensive Park Master Plan | Greenwood County SC
- » North Charleston Comprehensive Plan Update | North Charleston SC
- » Apex Comprehensive Plan | Apex NC

ZONING AND FORM-BASED CODES

- » AICUZ Overlay Zoning Ordinance for Joint Base Charleston | North Charleston NC
- » Dekalb County Zoning Update | Atlanta GA
- » College Hill Corridor Zoning Update and Design Guidelines | Macon GA
- » Zoning Code Update | Lilburn GA
- » Unified Development Ordinance and Design Guidelines | Conway SC
- » Zoning Code Update and Town Center Form Based Code | Oxford GA
- » City of North Charleston Zoning Code Partial Update | North Charleston NC
- » Downtown Graysville Form-Based Code | Graysville AL
- » Alachua County Land Development Regulations | Gainesville FL
- » City of Wilmington/New Hanover County Unified Development Ordinance | Wilmington NC

AWARDS

- » 2011 Implementation Award, Georgia American Planning Association | Downtown Auburn Strategic Implementation Plan
- » 2003 Award of Merit, California APA, Orange Section | Downtown Santa Ana Vision Plan
- » 2002 Myer R. Wolfe Scholarship Award in Urban Design | University of Washington
- » 2001 Annual Planning Scholarship Award | Washington APA



PETER J. QUINTANILLA

Senior Urban Designer

Peter creates simple, elegant designs that respond to local natural environments and connect with the needs of local communities. They incorporate sustainability principles and work within the context of historical precedent and local climate and geography. He also conducts charrettes and community outreach. However, his expertise does not stop with design. As a project manager for Duany Plater-Zyberk, he worked extensively with redevelopment and “smart” codes. He was Galapagos Program Director for the Prince’s [of Wales] Foundation for Building Community, and he has managed and designed across the United States and in China, Egypt, northern Europe, and the United Kingdom.

HIGHLIGHTS OF EXPERIENCE

- » CollegeTown Specific Plan and EIR | Fullerton CA
- » Harbor Boulevard Mixed Use Transit Corridor | Santa Ana CA
- » Shaw Avenue Corridor | Clovis CA
- » La Mesa Downtown Village Specific Plan Design Guidelines | La Mesa CA
- » Tustin MCAS Masterplan for TOD and Ramblas Neighborhood | Tustin CA
- » Tesoro Viejo Town Center Master Plan | Fresno CA
- » Downtown Bakersfield Regeneration Strategies | Bakersfield CA
- » City of Pasadena General Plan Update Illustration of Visual Impact | Pasadena CA
- » Savi Ranch Regeneration Strategy | Yorba Linda CA
- » Tulare Developers Design Guide | Tulare CA
- » California Endowment Competition | Coachella Valley CA

PRIOR EXPERIENCE

THE PRINCE’S FOUNDATION FOR BUILDING COMMUNITY

- » El Mirador Smart Code and Peer Review | Puerto Ayora, Galapagos, Ecuador
- » Charles Darwin Station Sustainable Regeneration Design | Puerto Ayora, Galapagos
- » Floreana Island Smart Code and Charrette | Floreana, Galapagos
- » Galapagos National Park Campus Sustainable Regeneration Strategy | Galapagos
- » Puerto Villamil Charrette and Smart Code | Isabela Island, Galapagos
- » Isabela Municipality New Building Design | Puerto Villamil, Galapagos
- » Cuna del Sol Tourist Dock Design | Puerto Villamil, Galapagos
- » Tangshan Neighbourhood Redevelopment Master Plan | Tangshan, China
- » Anji County Village Master Plan and Architecture | Anji, China
- » Shijia Hutong Regeneration and Architecture | Beijing, China
- » Shijia Hutong Courtyard 24 Rebuild | Beijing, China
- » Busan Master Plan Peer Review | Busan, South Korea
- » Town Centre Regeneration | Rushden, England
- » South Hams Regional Masterplan | Devon, England
- » Nairn Masterplan | Nairn, Scotland
- » Rose Town Architecture and Regeneration | Kingston, Jamaica

DUANY PLATER-ZYBERK

- » New Cairo Competition Neighbourhood Design | Egypt

EDUCATION

- » Master of Architecture, University of Miami, Coral Gables, Florida
- » BS, Chemistry, University of Miami, Florida

AFFILIATIONS

- » Congress for the New Urbanism
- » Urban Land Institute

Team member since 2013

- » Urban Infill | Munich, Germany
- » Parc de L'Alliance Masterplan | Barine L'Alleud, Belgium
- » City South Regional Master Plan and Smart Code | San Antonio TX
- » Redevelopment Strategy and Code | Abbeville, Erath and Delcambre, Louisiana
- » Redevelopment Strategy and Code | Lake Charles LA
- » Bull Street Hospital Masterplan | Columbia SC
- » East Fraser Island Masterplan | Vancouver, Canada
- » Oakville Masterplan | Ontario, Canada
- » City Market Commercial Strategy | Roanoke VA
- » Cottonwood Shopping Mall Regeneration | Holladay UT
- » Sustainable Agriculture Study and Masterplan | Dade County FL
- » Main Street Regeneration, Fifth Avenue Charrette | Naples FL
- » Sandy Point Masterplan | Edenton NC
- » Tysoh's Corner Neighborhood Redevelopment | McLean FL



PETER J. QUINTANILLA

Senior Urban Designer

pquintanilla@placeworks.com

ACTIVITIES

- » Director, Congress for the New Urbanism



TARA WORDEN

Project Planner

Tara's skills in planning and design stems from her passion for an equitable and healthy built environment. Her ability to balance progressive ideals with realistic implementation metrics drive projects to be completed on time and with integrity intact. Her work ethic and communication style positions her as an emerging leader at PlaceWorks.

Tara's thorough approach to projects integrates research-based policy and visual communication techniques that, through an iterative loop, result in award-winning documents and programs. To inform her work at PlaceWorks, she relies on her diverse background that includes CEQA development review, environmental advocacy, and community outreach.

Tara's is trained as a generalist with a focus on policy and urban design. She is highly skilled at Sketchup 3D modeling software, the Adobe Creative Suite (InDesign, Photoshop, Illustrator, Acrobat), and GIS. Her excellent research and writing skills make her a well-rounded asset to the planning team. Tara is currently assisting with writing general plan policies for the Temple City General Plan, as well as and conducting parks research in Southern California for the Los Angeles Countywide Parks and Recreation Needs Assessment.

EDUCATION

- » Master of Planning, Urban Design, University of Southern California
- » Bachelor of Arts, Political Science, University of North Carolina Asheville
- » Study Abroad, University of Copenhagen, Denmark

Team member since 2015

HIGHLIGHTS OF EXPERIENCE

- » Temple City General Plan
- » Los Angeles Countywide Parks and Recreation Needs Assessment

PRIOR EXPERIENCE

- » Los Angeles Union Station Master Plan
- » ConnectUS Action Plan
- » Metro TOD Planning Grant Program
- » Los Angeles Fashion District Economic Development Plan
- » Van Nuys BRT Station Specific Plan
- » Expo/Bundy Station Specific Plan
- » CD 14 Cesar Chavez Avenue Great Streets Specific Plan

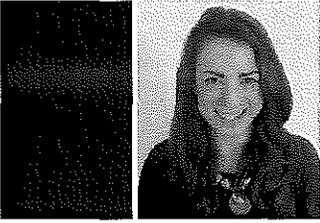
LEADERSHIP & COMMUNITY

- » ULI Hines Competition, USC Team Submission, 2015

AWARDS

- » 2015 APA Academic Award of Merit for USC Neighborhood Mobility Initiative
- » 2015 USC Master of Planning Comprehensive Exam Honors in Urban Design
- » 2015 USC Sol Price School of Public Policy Academic Student Exhibition Award for Best Group Presentation for the Los Angeles Fashion District Specific Plan
- » 2015 USC Sol Price School of Public Policy Academic Student Exhibition Award for Best Presentation for the Elysian Envelope Master Plan

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KAYLA GORDON

Project Planner

Kayla possesses a broad skill set that can be applied to a wide variety of comprehensive planning, design, and community engagement projects. Kayla writes general plans and specific plans and uses her proficiency with various technologies—AutoCAD, ArcGIS, and the Adobe Creative Suite—to support complex land-use and planning problems. Kayla has demonstrated strong communication and leadership skills in multiple group projects and work settings, including the Temple City Mid-Century General Plan update and the Westminster General Plan. She also has a strong background in public process, and has organized and participated in several community engagement activities.

Before joining PlaceWorks, Kayla was a sustainability intern and developed several case studies on solar energy practices. She has collected data on transit patterns and participated in multilingual outreach activities as well as designing and implementing a social media marketing strategy for a popular website.

EDUCATION

- » Master of City & Regional Planning, California Polytechnic State University, San Luis Obispo
- » BA, Media Studies, University of California, Berkeley

AFFILIATIONS

- » American Planning Association

Team member since 2014

HIGHLIGHTS OF EXPERIENCE

- » Temple City Mid-Century General Plan and EIR | Temple City CA
- » Westminster General Plan | Westminster CA
- » Hospitality and Entertainment District Visioning | Culver City CA
- » Los Angeles County Metropolitan Transportation Authority Grant Application | Long Beach CA
- » Master Plan for Sustainable Parks | Los Angeles County CA
- » Supervisorial Districts 1, 4, and 5 Trail Mapping and Assessment | Los Angeles County CA, LA County Trails
- » Newport Beach General Plan Amendment | Newport Beach CA
- » Tustin Legacy Specific Plan Update | Tustin CA
- » Los Alamitos General Plan Updated | Los Alamitos CA

PROFESSIONAL ACTIVITIES

- » Board Member, APA Los Angeles Section

PRIOR EXPERIENCE

- » Guadalupe General Plan Update | Guadalupe CA
- » West Haven Waterfront Vision Plan | Menlo Park CA
- » Guadalupe Short Range Transit Plan | Guadalupe CA
- » Redwood City Broadway Corridor Vision Plan Public Outreach Report | Redwood City CA

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ABRAHAM SHEPPARD

Project Planner/Designer

Abraham Sheppard takes a multidisciplinary, collaborative approach to enhancing communities through innovative, community-driven and place-specific planning and design. His public- and private-sector experience includes a variety of urban planning and design projects with emphases on active transportation and urban design, including community urban design projects, long-range municipal policy plans, urban design toolkits, and bicycle plan implementation. He embraces community-driven planning and design, using interactive and collaborative charrettes, workshops, and forums to foster healthy collaboration among community members, municipal agencies, and other stakeholders.

HIGHLIGHTS OF EXPERIENCE

- » Mariners' Mile Revitalization Master Plan | Newport Beach CA
- » Non-motorized Transportation Plan | Avenal CA
- » Bicycle and Pedestrian Master Plan | Los Gatos CA

PRIOR EXPERIENCE

- » Mobility Plan 2035 | Los Angeles CA
- » Complete Streets Design Guide | Los Angeles CA
- » Metro Active Transportation Strategic Plan | Los Angeles County CA
- » Bicycle Master Plan | Santa Barbara CA
- » Metro Urban Greening and Placemaking Toolkit | Los Angeles County CA
- » Metro Transit Oriented Development Toolkit | Los Angeles County CA
- » Los Angeles Streetcar Preliminary Engineering | Los Angeles CA
- » Space 134 Freeway Cap Park | Glendale CA
- » Terminal Island Decommissioning Project | Long Beach CA
- » West Long Beach Livability Plan | Long Beach CA
- » Historic Resource Design Guidelines | Santa Barbara CA

AWARDS

- » 2016 Transportation Planning Award, APACA Los Angeles | Mobility Plan 2035
- » 2016 Urban Design Award, APACA Los Angeles | Terminal Island Freeway Transition Plan
- » 2016 Neighborhood Planning Award of Merit, APACA Los Angeles | West Long Beach Livability Implementation Plan

EDUCATION

- » Master of City & Regional Planning, Cal Poly San Luis Obispo
- » BA, Urban Studies, Brown University, Providence, Rhode Island
- » BA, Architectural Studies, Brown University, Providence, Rhode Island

AFFILIATIONS

- » American Planning Association

Team member since 2016

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JASMINE WILLIAMS

Project Planner/Designer

Jasmine’s diverse background in planning and design stems from her passion to create vibrant and sustainable built environments. Before joining PlaceWorks, Jasmine gained experience in interdisciplinary environments collaborating with planners, architects, engineers, contractors and designers to assist with data analysis, community outreach, conceptual designs, design guidelines, visual communication, and official documentation. Through her multisectoral experience with cities and consulting firms, Jasmine has developed a unique understanding of urban environments, which has afforded her the ability to conceptualize ideas across different fields in an organized, coherent, and timely manner.

Trained as an architect, Jasmine possesses a broad skill set and is proficient with various technologies—SketchUp, Adobe Creative Suite, GIS, and Revit—using them to resolve complex planning and design challenges. Her thorough and iterative approach to projects integrates extensive contextual research, visual communication techniques, and effective planning and design strategies, thus resulting in progressive and cutting-edge solutions. Her ability to tackle problems from various lenses while balancing comprehensive design, planning, and policy make her an emerging leader and a well-rounded asset to the PlaceWorks team.

Currently, Jasmine is assisting with designs for the Palmdale to Burbank segment of the California High Speed Rail. She will be working with a collaborative team of professionals to develop plans establishing the footprint and layout of station platforms, facilities, parking, site access and egress, and intermodal connectivity with illustrative drawings and three-dimensional visual simulations. Jasmine has a great desire to continue learning about urbanism in the workforce while using her strengths in collaboration, creative design, community engagement, organization, and effective implementation to shape equitable, sustainable, and vibrant places.

HIGHLIGHTS OF EXPERIENCE

- » Palmdale to Burbank Station Area Planning, California High Speed Rail | Southern California
- » West Athens-Westmont TOD Specific Plan and EIR | Los Angeles County CA
- » Temple City General Plan and EIR | Temple City CA

PRIOR EXPERIENCE

LONG RANGE AND MOBILITY PLANNING

- » City of West Hollywood, Eastside Community Plan
- » City of West Hollywood, OuR-234 Multifamily Study
- » 2016 General Plan & Climate Action Plan Implementation Update
- » City-wide Bike Share
- » Zone Text Amendments
- » Staff Reports

EDUCATION

- » Master of Planning, Urban Design
University of Southern California
- » BS, Architectural Studies, Minor,
Urban Planning, Arizona State
University, Tempe

AFFILIATIONS

- » American Planning Association

Team member since 2016



JASMINE WILLIAMS

Project Planner/Designer

jwilliams@placeworks.com

PLANNING AND URBAN DESIGN

- » Downtown Las Vegas Master Plan
- » City of Santa Clara, Lawrence Station Area Plan
- » Ekurhuleni South Africa Aeropolis Plan

PLANNING

- » Hospitality related entitlements

ARCHITECTURAL DESIGN

- » Commercial and Residential Design

ACADEMIC & COMPETITION PROJECT PROPOSALS

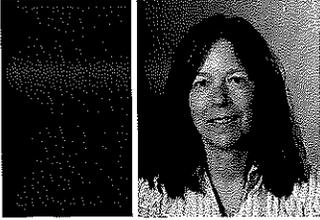
- » CD 13 Hollywood Boulevard Great Streets Specific Plan
- » Downtown Tempe Community Plan
- » Civic Center/Little Tokyo Specific Plan
- » Cohousing: A Solution for California's Housing Crisis
- » City of San Gabriel Regional Bike Hub
- » City of Carson Autonomous Transportation Hub
- » LGBTQ Transitional Housing Development, Tempe, Arizona
- » Phoenix 2050 Monorail System Proposal
- » Eloy, Arizona Senior Center
- » Downtown Phoenix Memorial Cemetery
- » Downtown ASU Student Union
- » Papago Park Owl Sanctuary

LEADERSHIP & COMMUNITY

- » Finance Chair, USC Associated Student of Planning and Development
- » ULI Hines Competition, USC Team Submission
- » NCSU Shift Navigation Competition, Interdisciplinary Team Submission
- » X-Squared Competition, Interdisciplinary Team Submission
- » Phoenix 2050 ASU Cluster Competition, Interdisciplinary Team Submission
- » Gamma Rho Lambda, Archivist

AWARDS

- » 2016 USC Master of Planning Comprehensive Exam Honors in Preservation & Design
- » 2015 USC Sol Price School of Public Policy Academic Student Exhibition Award | CD 13 Hollywood Boulevard Great Streets Specific Plan
- » 2014-2016 USC Sol Price School of Public Policy Dean's Merit Scholar
- » 2015 APACA Oakland Conference | 1st Place Student Poster Award
- » 2015 NCSU Shift Navigation Competition | Honorable Mention for Innovation
- » 2011-2013 ASU Design Excellence Nominee
- » 2009, 2010, & 2013 ASU Design School Dean's List



KIM HERKEWITZ

GIS Manager, Southern California

Kim’s design work is deceptively simple and always unique, distinguished by the accuracy of her eye and her rigorous aesthetic logic. Her meticulous attention to detail and balance are particularly evident in her theming work for projects and presentation graphics. She has worked on site and grading plans; illustrative and land use plans; and PowerPoint presentations, presentation boards, and visualization. She has also done programming for Web design and is increasingly involved with 3D visualization and modeling.

Kim has significant experience combining and analyzing information from a variety of perspectives, and she is adept at mapping and analyzing that data for planning projects. She combines GIS with other applications such as Rhino 3D/RhinoTerrain, Mapbox/TileMill, and Javascript/HTML5 to highlight crucial information and make it more accessible. With a strong sense of logic, she creates elegant GIS protocols for a certain project or a type of project so that the same analysis can be repeated with variables—without losing its integrity.

Kim’s current work includes General Plan mapping and graphics for the cities of Clovis, Los Alamitos, San Clemente, Menifee, Yucaipa, and Yucca Valley. She also provides GIS mapping services for the County of San Bernardino’s Strategic Visioning project and as-needed GIS mapping services for the City of Highland.

EDUCATION

- » Coursework in GIS, CAD, SketchUp, Google Earth, Photoshop, InDesign, Illustrator, Dreamweaver, and Flash

Team member since 2006

HIGHLIGHTS OF EXPERIENCE

URBAN PLANNING

- » La Mesa Downtown Village Specific Plan | La Mesa CA
- » Rialto Airport Land Use Study | Rialto CA
- » Mammoth Crossings Planning Study & Specific Plan | Town of Mammoth Lakes CA
- » Palm Springs General Plan Update & Downtown Urban Design Program | Palm Springs CA
- » Shafter-Lerdo Specific Plan | Bakersfield CA
- » Winchester Crossroads Specific Plan | Riverside County CA
- » Ferber Ranch Field Investigation | Orange County CA
- » Rio Bravo Ranch Site Plan Review | Bakersfield CA
- » Greenspot Village & Marketplace Specific Plan EIR | Highland CA
- » Hemet Stock Farm Specific Plan | Hemet CA
- » Thomas Winery Retail Center Redevelopment | Rancho Cucamonga CA

PROJECT BRANDING

- » The Arboretum Specific Plan Project Branding & Graphics Package | Fontana CA
- » Artesia Corridor Specific Plan, Project Branding | Gardena CA

GRAPHIC DESIGN & PACKAGING

- » Clovis General Plan Update & EIR | Clovis CA
- » El Monte General Plan & Development Code Update Graphics Package | El Monte CA
- » Centennial Specific Plan Graphics Package, Tejon Ranch | Los Angeles County CA
- » The Meadows at Cummings Valley Master Plan Graphics Package | Tehachapi CA
- » Renaissance Rialto Specific Plan Graphics Package | Rialto CA

- » Valley Trails Specific Plan Graphics Package | Fontana CA
- » Santa Ana General Plan Housing Element Update Graphics Package | Santa Ana CA
- » University Heights Specific Plan & Annexation Graphics Package | San Marcos CA

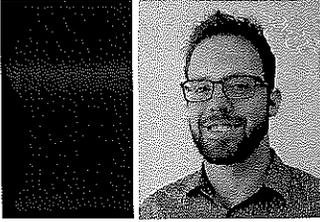
CREATIVE MEDIA

- » SCAG 2% Compass Blueprint Strategy Implementation Demonstration Projects:
3D Modeling and Visualization | Southern California



KIM HERKEWITZ

GIS Manager, Southern California
kherkewitz@placeworks.com



MATTHEW MOFFA

Planner / GIS Technician

Matt assists PlaceWorks' planners and designers as a GIS technician. He developed an interest in GIS while pursuing his master's degree in landscape architecture and honed his skills through courses and workshops in advanced GIS analysis, Geodesign, and 3D GIS. Prior to joining PlaceWorks, Matt assisted in the creation of Cal Poly Pomona's Geodesign Server, a service by which the university could share GIS data with both students and the public at large. He gained skill in remote sensing technologies as an intern at NASA's Jet Propulsion Laboratory and a research assistant at the California Center for Land and Water Stewardship.

Matt spent two years as a Peace Corps volunteer in Zambia, leading projects related to agroforestry, conservation farming, and HIV/AIDS education. Before that he spent four months as a volunteer with a rural development nonprofit in Guatemala, Unión de Agricultores Minifundistas (Union of Small-Scale Farmers).

HIGHLIGHTS OF EXPERIENCE

- » Tesoro Viejo | Madera CA
- » Centennial Specific Plan | Los Angeles County CA
- » Countywide Park Needs Assessment | Los Angeles County CA
- » Tustin Re-visioning Specific Plan Update | Tustin CA
- » Irvine General Plan | Irvine CA
- » San Leandro General Plan Update & EIR | San Leandro CA
- » Westminster General Plan Update and EIR | Westminster CA
- » Verdmont Specific Plan | Verdmont CA
- » Bellflower TOD Specific Plan | Bellflower CA
- » Yucaipa 2015 General Plan Update | Yucaipa CA
- » Temple City General Plan Update | Temple City CA

PRIOR EXPERIENCE

- » Geodesign Server | Cal Poly Pomona
- » Street Trees/Land Cover Research | California Center for Land and Water Stewardship
- » Residential Citrus Trees Research | NASA Jet Propulsion Laboratory

SPEAKING ENGAGEMENTS

- » "AVIRIS Hyperspectral Remote Sensing as a Tool for the Analysis of Anthropogenic Issues in Coupled Human and Natural Systems of Southern California," with Susan Mulley, PhD | 96th Annual Meeting of the American Association for the Advancement of Science Pacific Division [2015] | San Francisco, CA
- » "Mapping Citrus by Airborne Imaging Spectroscopy in the San Gabriel Valley" | 3rd Annual Student Research Conference [2015] | Cal Poly Pomona

AWARDS

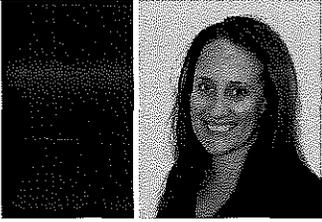
- » 2015 Switzer Fellow
- » 2015 Western Pacific Region Design Build Institute of America Student Scholarship

EDUCATION

- » MLA, Landscape Architecture, California State Polytechnic University, Pomona
- » BA, Environmental Studies, University of California, Santa Cruz
- » Natural History Field Quarter, California State University, Humboldt

Team member since 2015

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NICOLE MORSE, Esq.

Associate Principal

Nicole has over 15 years of environmental planning experience. With her background as both an attorney and a planner, she thoroughly understands planning and zoning law, the California Environmental Quality Act (CEQA), SB 743, the California Global Warming Solutions Act of 2006 (AB 32), and the Sustainable Communities and Climate Protection Act of 2008 (SB 375). Nicole manages and coordinates environmental documents to withstand legal scrutiny. She reviews EIRs, negative declarations, and various technical reports for compliance with CEQA, NEPA, the Endangered Species Act (ESA), and various other regulatory requirements. She also conducts third-party review and litigation support for controversial projects.

Nicole has a broad spectrum of experience for public- and private-sector clients. She has prepared and managed environmental and planning documents for transit oriented development (TOD) projects, downtown and corridor redevelopment programs, urban infill (residential, mixed-use and high-rise), master planned communities, and general plans. For over 10 years, Nicole provided CEQA and ESA policy guidance as a representative on AEP's Legislative Review Committee—most recently on CEQA reform efforts, streamlining, and SB 743. She also speaks regularly on CEQA and related case law.

HIGHLIGHTS OF EXPERIENCE

CEQA DOCUMENTATION

- » Pasadena General Plan EIR | Pasadena CA
- » Lincoln Avenue Specific Plan EIR | Pasadena CA
- » Crown City EIR | Pasadena CA
- » Southeast Area Specific Plan (SEADIP) and Local Coastal Plan Amendment EIR | Long Beach CA
- » Tustin Legacy Specific Plan and SEIR | Tustin CA
- » Valley Boulevard Corridor Specific Plan EIR | San Bernardino County CA
- » Westminster General Plan EIR | Westminster CA
- » Harbor Boulevard Mixed Use Transit Corridor Plan | Santa Ana CA
- » Lakeview Apartments: Addendum to the Yorba Linda 2008-2014 Housing Element and Implementation Programs EIR | Yorba Linda CA
- » San Juan Hotel and Villas MND | San Juan Capistrano CA
- » San Clemente Centennial General Plan EIR | San Clemente CA
- » La Habra General Plan EIR | La Habra CA
- » Covington Homes: Addendum to the Yorba Linda 2008-2014 Housing Element and Implementation Programs EIR | Yorba Linda CA
- » Ocean Outlets Maintenance Manual MND | Orange County CA
- » Del Amo Fashion Center Expansion Addendum | Torrance CA
- » The Forum Design Project Categorical Exemption | Inglewood CA
- » Addendum to the San Bernardino General Plan Update and Associated Specific Plans EIR (Transit Overlay District, Development Standards and Design Guidelines for Transit Stations) | San Bernardino CA

EDUCATION

- » JD, Business Law, Whittier Law School, Costa Mesa
- » BS, Applied Ecology, University of California, Irvine

REGISTRATIONS

- » State Bar of California No. 262013

AFFILIATIONS

- » Association of Environmental Professionals

Team member since 2011



NICOLE MORSE

Associate Principal

nmorse@placeworks.com

THIRD-PARTY REVIEW & LITIGATION SUPPORT

- » Addendum to the Hollywood Park Redevelopment Project EIR | Inglewood CA
- » First Nandina Logistics Center EIR | Moreno Valley CA
- » World Logistics Center EIR (on behalf of MVUSD) | Moreno Valley CA
- » Litigation Support for Eastridge Shopping Center, LLC | San Jose CA
- » Church of the Woods Final EIR | San Bernardino County CA
- » Planning Area 33 (Lots 105 and 107/108) General Plan Amendment and Zone Change | Irvine CA
- » Rio Santiago Project EIR | Orange CA

SPEAKING ENGAGEMENTS

- » "Bursting into Tiers: Getting the Most out of General Plan EIRs" | 2014 AEP CA State Conference | Huntington Beach, California
- » CEQA Basics and Legislative Update | California State Legislature | Sacramento CA
- » "Updates and Challenges to CEQA" | 2013 CASH Workshop: Charting the Legal Course: Navigating Potential Pitfalls for Your Local Bond Program | Costa Mesa CA
- » "Nuts and Bolts Panel: Cultural Resources Assessments in California" | 2012 OCAEP Luncheon | Tustin CA

TEACHING

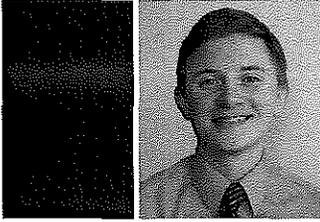
- » "Legal Challenges: Working with your Attorney" | Guest speaker, Environmental, Health & Safety Clearance for School Facilities course, UC Riverside Extension | 2014
- » "CEQA Basics" | Guest speaker, UC Irvine Extension | 2010

LEADERSHIP AND COMMUNITY

- » OC Chapter Representative, AEP Legislative Committee | 2003–2013
- » Executive Vice President and Newsletter Editor | AEP Orange County Chapter | 2000–2003

PRIOR EXPERIENCE

- » Historic Town Center Master Plan EIR | San Juan Capistrano CA
- » Northern Sphere Area EIR | Irvine CA
- » Planning Area 40/12 EIR | Irvine CA (EIR upheld in *Defend the Bay v. City of Irvine* (2004) 119 Cal.App.4th 1261)
- » Friends Christian High School EIR | Yorba Linda CA
- » Irvine Business Complex EIRs and Addendums (Kilroy, 2802 Kelvin, Central Park, The Plaza, Campus Center Apartments) | Irvine CA
- » Westside Lofts MND | Costa Mesa CA
- » Planning Area 17 (Quail Hill) EIR | Irvine CA
- » Friends Christian High School EIR | Yorba Linda CA
- » Culver Drive Realignment EA/MND | Irvine CA
- » California Institute for Telecommunications and Information Technology Cal Research Facility IS/MND (UCI) | Irvine CA



RYAN POTTER, AICP

Associate

Ryan has a talent for understanding the complexity of a project or community and responding to that complexity with a multidisciplinary approach and an eye for detail. He performs a variety of tasks that revolve around ensuring that the environmental team's work is internally consistent and sensitive to external factors. Ryan draws from a diverse background that includes performing code compliance activities for municipal governments, designing urban infill and mixed use developments, and writing design guidelines for master-planned communities. This background has informed Ryan's work at PlaceWorks, where he has assisted with CEQA documents for major sporting facilities and specific plans in Southern California.

Ryan's greatest strength is his understanding of the relationship between regulation and project design. His skills related to AutoCAD, Adobe Suite software, hand-sketching, research, technical writing, and reading architectural plans make him a well-rounded member of the environmental team and allow him to be responsive to the special needs of clients.

HIGHLIGHTS OF EXPERIENCE

ENVIRONMENTAL PLANNING

- » Los Angeles County General Plan Update EIR | Los Angeles County CA
- » Antelope Valley Program EIR | Los Angeles County CA
- » CollegeTown Specific Plan EIR | Fullerton CA
- » Heritage Fields Supplemental EIR | Irvine CA
- » Honda Center Enhancement Project EIR | Anaheim CA
- » La Habra General Plan Update EIR | La Habra CA
- » Lincoln Avenue Specific Plan EIR | Pasadena CA
- » Pasadena General Plan Update EIR | Pasadena CA
- » San Clemente General Plan EIR | San Clemente CA
- » San Juan Hotel & Villas MND | San Juan Capistrano CA
- » Yucca Valley General Plan Update EIR | Yucca Valley CA

COMMUNITY PLANNING

- » Base Line Corridor VMT to BRT, SCAG Compass Blueprint Demonstration Project | Highland CA
- » Sierra Madre Technical Background Report | Sierra Madre CA
- » Yucca Valley Community Profile | Yucca Valley CA

DESIGN

- » WRCOG Subregional Sustainability Plan Framework | Riverside County CA

AWARDS

- » 2011 Hagman Scholar, UCLA Extension | 2011 Land Use Law and Planning Conference
- » 2011 Outstanding Professional Report, Department of Planning, Policy, and Design, UC Irvine
- » 2006 Outstanding Academic Award (project contributor and submission organizer), APACA | Templeton 2030 Community Plan and Downtown Vision
- » 2005 Service to Department Award, City and Regional Planning, Cal Poly San Luis Obispo

EDUCATION

- » Master of Urban and Regional Planning, University of California, Irvine
- » BS, City and Regional Planning, California Polytechnic State University, San Luis Obispo

CERTIFICATIONS

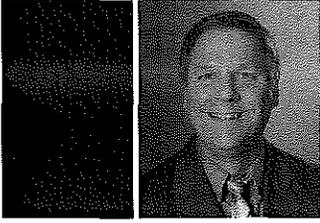
- » American Institute of Certified Planners

AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals

Team member since 2011

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MICHAEL MILROY

Associate

Michael is known for his versatility and his in-depth understanding of environmental and planning issues. He is particularly knowledgeable about issues surrounding biological resources and is an important contributor to many of our projects. Michael provides effective, to-the-point analyses—both as project manager for mitigated negative declarations and negative declarations and as a team member for numerous EIRs. His projects cover a wide range, from large mixed-use projects to schools to residential, commercial, and industrial projects. Michael was involved with The Ontario Plan EIR, the City of Torrance General Plan EIR, and the Los Angeles County General Plan EIR.

HIGHLIGHTS OF EXPERIENCE

CEQA ENVIRONMENTAL SERVICES

- » Westminster 2006–2014 Housing Element IS/ND | Westminster CA
- » Garrett Ranch Specific Plan EIR | Hemet CA
- » Puente Hills Intermodal Facility EIR | Industry CA
- » Village Green Specific Plan EIR | Santa Ana CA
- » Harvest Landing Specific Plan EIR | Perris CA
- » Orange Coast Memorial Medical Center EIR | Fountain Valley CA
- » Greenspot Village & Marketplace Specific Plan EIR | Highland CA
- » Harry Sheppard Residential Project MND | San Bernardino CA
- » Los Altos Foods MND | Industry CA
- » FedEx Diesel Fuel Facility ND | Industry CA
- » Section 19 Specific Plan IS | Rancho Mirage CA
- » Bethsaida Senior Living Project | Tustin CA
- » Hemet Stock Farm Specific Plan EIR | Hemet CA
- » 6722 Rugby Avenue IS/MND | Huntington Park CA
- » 16901 Jamboree Residential Project EIR | Irvine CA
- » Great Park Supplemental EIR | Irvine CA
- » Irvine Technology Center/Greenlaw Partners EIR | Irvine CA
- » 109th Street Pool & Bathhouse Replacement EIR | Los Angeles CA

GENERAL PLAN EIRS

- » Torrance General Plan Update EIR | Torrance CA
- » Los Angeles County General Plan Update EIR | Los Angeles County CA
- » Ontario General Plan Update EIR | Ontario CA
- » El Monte General Plan & Zoning Code Update EIR | El Monte CA

SCHOOL FACILITIES PLANNING

- » South Region High School No. 14 EIR | Los Angeles USD
- » Valley Region Elementary School No. 10 EIR | Los Angeles USD
- » New 7–12 School | Coachella Valley USD
- » High School No. 5 EIR | Moreno Valley USD
- » Elementary School No. 24 and Middle School No. 7 EIR | Moreno Valley USD
- » Arcadia High School Modernization IS | Arcadia USD
- » Exemption review for multiple schools | Arcadia USD
- » Feasibility Study for New High School on Midway Drive | Escondido Union High School District

EDUCATION

- » MS, Interdisciplinary Studies/Neuroscience, California State University, Long Beach
- » BS, Biological Science, California State University, Long Beach
- » Certificate in Environmental Management, University of California, Irvine

AFFILIATIONS

- » Association of Environmental Professionals

Team member since 2006

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NICOLE VERMILION

Associate Principal, Air Quality/GHG & Noise

As Director of Air Quality, GHG & Noise Services, Nicole oversees project staffing and timing for the air quality, GHG, and noise technical team's impact evaluations under CEQA. She is responsible for expanding and fine-tuning the team based on changes in technology, legislation, and client needs and for ensuring that PlaceWorks air quality and GHG studies are defensible and consistent with recent case law. She closely follows the rapid changes in requirements and the latest information on CEQA thresholds and analysis methodology. She has performed numerous greenhouse gas emissions inventories for individual projects as well as citywide emissions inventories for general plans.

Nicole frequently presents at conferences, including the APA California State Conference and the AEP California State Conference. She participated in the San Joaquin Valley Air Pollution Control District's CEQA GHG significance thresholds working group for development projects and beta-tested the South Coast Air Quality Management District's new CalEEMod program. As a member of AEP's Climate Change Committee, Nicole has contributed to white papers addressing GHG emissions inventories for climate action plans and general plans, and she is working with the committee on a new white paper about post-2020 GHG thresholds.

HIGHLIGHTS OF EXPERIENCE

AIR QUALITY AND GREENHOUSE GAS ANALYSES

- » Valley Corridor Specific Plan EIR | County of San Bernardino CA
- » San Leandro Shoreline Development EIR | San Leandro CA
- » Air Quality and GHG Emissions Technical Report for the Town Center Marketplace (Rich Development Enterprises, LLC) | Menifee CA
- » Air Quality and GHG Emissions Technical Report for the Del Amo Financial Center Expansion (Muller Company) | Torrance CA
- » City of Industry Climate Action Plan | City of Industry CA
- » Butcher's Corner EIR | Sunnyvale CA
- » Hotel Project Sonoma EIR | City of Sonoma CA
- » Del Avenue Specific Plan EIR | Campbell CA
- » Millbrae Station Area Specific Plan EIR | Millbrae CA
- » Midtown Specific Plan EIR | Long Beach CA
- » Serramonte Shopping Center Expansion EIR | Daly City CA
- » Atherton Civic Center EIR | Atherton CA
- » Walnut Creek Downtown Specific Plan EIR | Walnut Creek CA
- » Antelope Valley Area Plan EIR | County of Los Angeles CA

CEQA ANALYSES

- » CollegeTown Specific Plan EIR | Fullerton CA
- » City of Irvine CEQA Manual | Irvine CA
- » Puente Hills Intermodal Facility EIR | Industry CA
- » Irvine Business Complex EIR and GHG Inventory | Irvine CA
- » UDR Los Alisos Apartments Mitigated Negative Declaration | Mission Viejo CA
- » North Hemet Specific Plan EIR | Hemet CA
- » City Ventures LLC Townhome Mitigated Negative Declaration | Claremont CA

EDUCATION

- » Master of Urban & Regional Planning, University of California, Irvine
- » BS with Honors, Ecology & Evolutionary Biology, University of California, Santa Cruz
- » BA with Honors, Environmental Studies, University of California, Santa Cruz

AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals

Team member since 2004

NICOLE VERMILION
Associate Principal
nvermilion@placeworks.com

GENERAL PLAN EIRS

- » Los Alamitos General Plan EIR | Los Alamitos CA
- » Yucaipa General Plan EIR | Yucaipa CA
- » Yucca Valley General Plan EIR and GHG Inventory | Yucca Valley
- » The Ontario Plan EIR and GHG Inventory | Ontario CA
- » Torrance General Plan Update EIR and GHG Inventory | Torrance CA
- » Palm Springs General Plan Update EIR and GHG Inventory | Palm Springs CA
- » San Bernardino General Plan and Arrowhead Springs Specific Plan EIR | San Bernardino CA
- » Highland General Plan Update EIR | Highland CA
- » Rancho Mirage General Plan Update EIR | Rancho Mirage CA

ACTIVITIES

- » Climate Change Committee | California Association of Environmental Professionals
- » GHG Significance Thresholds Working Group | San Joaquin Valley Air Pollution Control District
- » CalEEMod Emissions Inventory Model Beta-Testing | South Coast Air Quality Management District

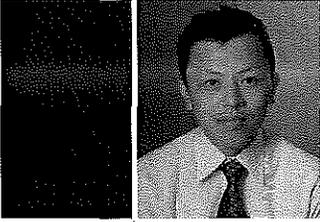
SPEAKING ENGAGEMENTS

- » "CEQA and Post-2020 GHG Emissions Reduction Planning," 2015 California Climate Action Planning Conference | Cal Poly San Luis Obispo
- » "Post-2020 Reduction Targets in Climate Action Plans," AEP Climate Change Committee | 2015 AEP CA State Conference | Santa Barbara CA
- » "Health Risk Challenges of Siting Housing near High-Volume Roadways" | 2014 APACA State Conference | Anaheim CA
- » "California Supplement to the US Protocol for Accounting and Reporting GHG Emissions" | 2014 AEP CA State Conference | Huntington Beach CA
- » "Climate Action Plans That Comply with CEQA" | 2014 AEP CA State Conference
- » "AEP's Climate Change Committee Presents 'The Idiot's Guide to Climate Action Planning'" | 2013 AEP CA State Conference | Los Angeles CA
- » "CEQA Basics Training" | OC Public Works, 2013
- » "Global Warming and Greenhouse Gases" | One-day course (ENSC 174), UC Riverside, Fall 2012
- » "Forecasting Community-Wide GHG Emissions and Setting Reduction Targets" | 2012 APACA State Conference | Rancho Mirage CA
- » "Community-Wide GHG Baseline Inventories" | 2011 APACA State Conference | Santa Barbara CA
- » "Innovations in Sustainability" Workshop | APACA Inland Empire Section, 2011
- » "The Baseline Inventory: What You Should Know before Preparing a GHG Reduction Plan" | 2011 AEP CA State Conference | Monterey CA

ARTICLES AND PUBLICATIONS

AEP CLIMATE CHANGE COMMITTEE WHITE PAPERS

- » "Beyond 2020: The Challenge of Greenhouse Gas Reduction Planning by Local Governments in California," March 2015
- » "Forecasting Community-Wide Greenhouse Gas Emissions and Setting Reduction Targets," May 2012
- » "California Community-Wide Greenhouse Gas Baseline Inventory Protocol," June 2011
- » "Tiering Off Climate Action Plans: Potential Advantages to Jurisdictions under the Proposed CEQA Guidelines," *Environmental Monitor* (AEP), Fall 2009
- » "Getting Serious on Global Warming," *Green Home Builder*, October 2007



JOHN VANG, JD

Associate

John is a specialist on the air quality, greenhouse gas, and noise assessment team. His background and experience give him a solid foundation in quantitative and qualitative analysis—a valuable asset and indispensable to the assessment of environmental impacts. He completes and assists with technical analyses for a wide variety of projects—general plans and specific plans; schools; and developments with commercial, industrial, residential, and mixed uses.

John was a beta-tester for CalEEMod 2013, and he is proficient in the various modeling software for air quality, health risk, and noise technical studies, such as EMFAC, AERMOD, SCREEN3, CALINE4, and the Federal Highway Administration's Traffic Noise Model. He also has experience preparing traffic and other sections for CEQA documents.

EDUCATION

- » Master of Urban Planning, Design, & Development, Cleveland State University
- » Juris Doctor, Cleveland-Marshall College of Law, Cleveland State University
- » BA, Anthropology, University of California, Los Angeles

Team member since 2008

HIGHLIGHTS OF EXPERIENCE

CEQA ANALYSIS

- » Los Angeles County General Plan Update EIR | Los Angeles County CA
- » Clovis General Plan and Development Code Update EIR | Clovis CA
- » Pasadena General Plan EIR | Pasadena CA
- » San Clemente General Plan EIR | San Clemente CA
- » Harbor Corridor Specific Plan EIR | Santa Ana CA
- » Greenspot Village & Marketplace Specific Plan EIR | Highland CA
- » Landmark Hotel EIR | San Carlos CA
- » San Juan Hotel & Villas MND | San Juan Capistrano CA
- » Magnolia Residential Project EIR | Upland CA
- » Temple Industrial Warehouse/Office IS | Industry CA
- » Logistics Terminals, Inc., Development Plan & Zone Exception IS | Industry CA
- » Crummer Site Subdivision EIR | Malibu CA
- » Puente Hills Intermodal Facility EIR | Industry CA
- » The Platinum Triangle Subsequent EIRs | Anaheim CA
- » Fresno El Paseo Master Plan EIR | Fresno CA

TECHNICAL STUDIES

- » Rancho Cucamonga Fire Protection District Fire Training Center, Air Quality and Greenhouse Gas Emissions Technical Study | Rancho Cucamonga CA
- » Sycamore Academy at 23151 Palomar Street, Greenhouse Gas Emissions Technical Memorandum | Wildomar CA
- » Serramonte Shopping Center Expansion Project, Construction Health Risk Assessment Technical Report | Daly City CA
- » Landmark Hotel, Construction Health Risk Assessment Technical Report | San Carlos CA
- » Torrance Memorial Medical Center | Torrance CA
- » Coca-Cola Warehouse Expansion, Air Quality Memorandum | Orange CA
- » Potential Noise Impacts from Carlsbad New High School No. 2 on the Least Bell's Vireo and California Gnatcatcher Habitat, Technical Noise Memorandum | Carlsbad USD

SCHOOL FACILITIES PLANNING

- » SAUSD Sports Complex EIR | Santa Ana USD
- » Ontario High School Improvements EIR | Chaffey Joint Union High School District
- » Wiseburn High School Sports Complex | Wiseburn USD
- » Castaic High School EIR | William S. Hart Union High School District

ACTIVITIES

- » CalEEMod Emissions Inventory Model Beta-Testing | South Coast Air Quality Management District, 2012



JOHN VANG

Associate

jvang@placeworks.com



CATHLEEN M. FITZGERALD, DEnv, PE, QSD/QSP

Senior Engineer

Cathy has nearly 30 years of academic and professional experience in the areas of hydrology studies, health risk assessments, safety hazard assessments, air quality studies, hazardous waste investigations, remedial action plans, and installation of groundwater and soil vapor extraction systems. She also has over 10 years of experience preparing drainage studies, stormwater management, permitting, and preparation of Storm Water Pollution Prevention Plans and Water Quality Management Plans.

Cathy maintains current knowledge of the latest stormwater regulations in various counties and municipalities. She performs computer modeling to determine the impact of best management practices and low impact development on stormwater runoff for both construction and operation phases. Cathy performs hydrology and hydraulic studies and incorporates the results into CEQA and NEPA documents, and she has performed several studies evaluating the effect of dam or reservoir inundation and flooding.

Cathy is a Qualified Storm Water Pollution Prevention Plan Developer with the State of California and also prepares and implements construction and postconstruction water quality monitoring. She has also worked on numerous water projects in Africa, South America, and Central America.

HIGHLIGHTS OF EXPERIENCE

HYDROLOGY STUDIES AND NPDES PERMITTING

- » Water Supply Assessment for Harbor Boulevard Mixed-Use Corridor Water Supply Assessment | Santa Ana CA
- » Water Management Plan for Avenal General Plan Update and Sustainability Implementation Programs | Avenal CA
- » Storm Water Pollution Prevention Plan (SWPPP) | Mission Viejo CA
- » Water Quality Management Plan, Mixed-Use Development Project | Huntington Park CA
- » Storm Water Management Plan and Drainage Study | Rancho Santa Fe CA
- » Hydrology Calculations and Report, Flying M Ranch | Long Beach CA
- » Hydrology Study | San Marcos USD
- » AZ Winter Mesa Towing Site Subdivision EIR, Hydrology Section | Malibu CA
- » Third Party Review Santiago Creek Study | City of Orange, CA
- » NPDES Permit Wastewater Discharge, Clairol Facility | Camarillo CA
- » Report of Waste Discharge, Rancho Seco Nuclear Power Plant | Sacramento Municipal Utility District

REGULATORY COMPLIANCE, AIR QUALITY PERMITTING, AND HEALTH RISK ASSESSMENTS

- » Construction Risk Assessment for Breuner Marsh Restoration | Richmond, CA
- » West Roseville High School Health Risk Assessment | Roseville CA
- » Permit Acquisition and Compliance Evaluation for Cogeneration and Waste-to-Energy Projects | Bechtel Power Corporation
- » Licensing and Permitting Acquisition for Nuclear and Fossil Fuel Power Plants in the United States and International Clients | Bechtel Power Corporation

EDUCATION

- » DEnv, Environmental Science & Engineering, University of California, Los Angeles
- » MA, Marine Biology, University of California, Santa Barbara
- » BA, Biology, University of California, Los Angeles

REGISTRATIONS

- » State of California Professional Engineer No. 39541
- » State of Nevada Professional Engineer No. 10715
- » Registered Hazardous Substances Professional
- » State of California Qualified SWPPP Developer/Practitioner No. 20222

CERTIFICATIONS

- » State of Nevada Certified Environmental Manager

AFFILIATIONS

- » Air Pollution Control Hearing Board, Washoe County, Nevada

Team member since 1986





CATHY FITZGERALD

Senior Engineer

cfitzgerald@placeworks.com

- » South Coast AQMD Permit to Construct/Permit to Operate Application for Chemical Fixation of Hyperion Treatment Plant Sludge | Submitted to SCAQMD
- » Numerous Air Emission Risk Assessments | Los Angeles Unified School District

HAZARD SAFETY ASSESSMENTS

- » Palo Alto USD Pipeline Safety Hazard Assessment | Palo Alto CA
- » 5th Street Alternative School Rail Safety Study | Redwood City CA
- » Numerous Pipeline Safety Hazard Assessments | Los Angeles USD
- » Rail Safety Study, Fresno El Paseo EIR | Fresno CA
- » Ramona Elementary School CNG and Propane Risk Assessment | Moreno Valley USD
- » Former ordnance facility, soil cleanup (for explosives) and screening level health risk assessment | Chino Hills CA

SITE INVESTIGATION

- » Phase I ESAs and field investigations at numerous commercial and industrial sites | Reno and Sparks NV
- » Water Quality Management Plan, Mixed Use Development Project | Huntington Park CA
- » Hydrology Calculations and Report, Flying M Ranch | Long Beach CA
- » Hydrology Report | San Marcos USD
- » Vadose zone and groundwater modeling to support closure of a former UST site | Lancaster CA
- » Soil vapor extraction pilot test | Huntington Park CA
- » Vacuum-enhanced recovery pilot test | Los Angeles CA
- » Former oil field site, development of risk-based cleanup levels | Bakersfield CA
- » Site removal action, excavation and disposal of lead-impacted soil | Commerce CA

CEQA/NEPA ENVIRONMENTAL SERVICES

- » State Superfund Site Third-Party Review of field investigations, removal actions, and groundwater remediation activities | Nevada
- » Walltown Quarry, Air Quality Impact Analysis EIR Review | Sacramento CA
- » Puente Hills Intermodal Facility EIR | Industry CA
- » AZ Winter Mesa Towing Site Subdivision EIR, Hydrology Section | Malibu CA
- » Crummer Site Subdivision EIR | Malibu CA

SCHOOL FACILITIES PLANNING

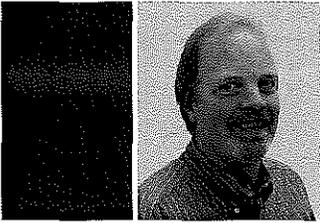
- » University High School Stadium | Irvine USD
- » Quartz Hill High School Master Plan | Antelope Valley Union High School District
- » New High School on Midway Drive Feasibility Study | Escondido Union High School District
- » R. Roger Rowe Expansion Project | Rancho Santa Fe School District
- » Facilities Relocation Plan | Santa Ana USD
- » Carlsbad High School Modernization | Carlsbad USD
- » District Permanent Portable Site | Clovis USD

ARTICLES & PUBLICATIONS

- » *A Practical Guide to Environmental Risk: Perception, Assessment, Communication*, The Planning Center, 2009

SPEAKING ENGAGEMENTS

- » "CEQA Responsibilities in Assessing and Managing Risk from Alternative VOC Compounds" | South Coast Air Quality Management District Symposium, October 2014 | Diamond Bar CA
- » "Health Risk Challenges of Siting Housing Near High Volume Roadways" | 2014 APA State Conference | Anaheim CA
- » "Air Quality for Dummies" | 2014 AEP State Conference | Huntington Beach CA
- » "Health Risk Challenges of Siting Housing Near High Volume Roadways" | 2014 AEP State Conference | Huntington Beach CA
- » "Near Roadway Mitigation Measures" | South Coast Air Quality Management District Symposium, November 2013 | Diamond Bar CA



BOB MANTEY

Senior Engineer, Noise, Vibration & Acoustics

Bob Mantey has more than 35 years of managerial and technical experience in the field of applied engineering acoustics and industrial noise control. Over the last 20 years, he has managed many industrial noise control, environmental noise survey, and noise impact assessment projects that addressed noise issues at power plants, refineries, commercial facilities, medium-/high-density housing complexes, mixed-use properties, and residential tract developments. He has conducted numerous roadway and railway noise evaluations, as well as architectural acoustics investigations at multifamily residential, commercial, and institutional facilities. His expertise includes environmental/community noise modeling; predictive noise analyses; noise impact assessment and documentation; and machinery noise analysis, mitigation, and control. He is experienced in acoustical analysis, modeling, and investigation techniques using both proprietary and commercially available software packages. He is also well versed in field data acquisition/measurement techniques and noise data processing methodologies. He has consulting experience in residential sound insulation design optimization analyses, aircraft overflight noise level measurements, and emergency warning system design.

HIGHLIGHTS OF EXPERIENCE

- » Los Angeles County General Plan EIR | Los Angeles County CA
- » Antelope Valley EIR | Los Angeles County CA
- » West Carson TOD Specific Plan EIR | Los Angeles County CA
- » West Athens-Westmont TOD Specific Plan EIR | Los Angeles County CA
- » CollegeTown Specific Plan EIR | Fullerton CA
- » Temple City General Plan EIR | Temple City CA
- » Wilson Creek Specific Plan EIR | Yucaipa CA
- » Car Wash Noise Study | Seal Beach CA
- » Shea Homes Mixed Use Project | Walnut Valley CA
- » City Ventures LLC Townhome Mitigated Negative Declaration | Claremont CA
- » Yucca Valley General Plan EIR | Yucca Valley
- » Buena Park Mixed Use Project Technical Report | Buena Park CA
- » Santa Ana Circulation Element Update EIR | Santa Ana CA
- » Newport Beach Land Use Element EIR | Newport Beach CA
- » Uptown Newport EIR | Newport Beach CA
- » Greenspot Village & Marketplace Specific Plan EIR | Highland CA
- » San Gabriel Valley Water District Groundwater Treatment Plant B-6 | Baldwin Park CA
- » Portola Avenue Improvement Project | Palm Desert CA
- » Monterey Avenue Widening Improvement Project | Rancho Mirage CA
- » Kelterite Asphalt Plant | Downey CA
- » Tapia Ranch Residential Development | Los Angeles County CA
- » Domenigoni-Barton Specific Plan | Winchester CA
- » Villa Park General Plan Update | Villa Park CA
- » La Quinta Motorcoach Noise Study | La Quinta CA
- » Oak Valley (Tournament Hills) Preliminary Noise Study | Beaumont CA
- » The Triangle Retail and Commercial Project | Murrieta CA
- » University High School Stadium EIR | Irvine CA

EDUCATION

- » BS, Engineering, Harvey Mudd College

CERTIFICATIONS

- » FTA Certification: Transit Noise and Vibration Impact Assessment
- » TNM 2.5 Training & Certification (via HMMH)
- » NFPA 72-2010 Alerting Training and Certification

AFFILIATIONS

- » Institute of Noise Control Engineering
- » Acoustical Society of America
- » Association of Environmental Professionals
- » California Society of Professional Engineers

Team member since 2011

- » Sycamore Academy Noise and Vibration Technical Memorandum | Wildomar CA
- » Stadium EIRs for Etiwanda, Alta Loma, and Los Osos High Schools | Rancho Cucamonga CA

PRIOR EXPERIENCE

ENVIRONMENTAL NOISE IMPACT ASSESSMENT (CEQA/NEPA)

- » Orange Grove Energy | Pala CA
- » South Bay Replacement Power Project | Chula Vista CA
- » Port of LA Southern California International Gateway, SCIG | Los Angeles CA
- » Santiago Hills II EIR Review | Orange CA
- » Hydrogen Energy CA, HECA | Buttonwillow CA

INDUSTRIAL NOISE CONTROL ENGINEERING

- » Morro Bay Power Plant | Morro Bay CA
- » Grays Harbor I and II Power Plants | Elma WA
- » Moapa Power Plant | Apex NV
- » Liberty Power Plant | Eddystone PA
- » Gila River Power Plant | Gila Bend AZ
- » Newington Power Plant | Newington NH
- » Moss Landing Power Plant | Moss Landing CA
- » Forney Power Plant | Forney TX
- » Ingleside Power Plant | Corpus Christi TX
- » Hinds Power Plant | Jackson MS
- » Northwest Energy CO2 Recovery Plant Retrofit | Bellingham MA
- » CPKelco Fermenter Noise Mitigation Investigation and Implementation | San Diego CA
- » Procter & Gamble Paper Plant Fan Noise Investigation | Albany GA
- » Covalence Plastics Plant Noise Investigation and Retrofit Study | Victoria TX
- » 7-Up/RC Bottling Plant Survey and Mitigation Study | Los Angeles CA
- » Procter & Gamble Pringles Chip Snack Plant | Jackson TN
- » Exxon-Mobil Banyu Urip Oil and Gas Facility | Java, Indonesia
- » Sabritas Frito-Lay Potato Chip Processing Plant | Mexicali, Mexico
- » Nitrogena Cantarell Nitrogen Project | Atasta, Campeche, Mexico
- » Royal Dutch Shell Rayong Refinery | Rayong, Thailand
- » Samarec Riyadh Refinery | Riyadh, Saudi Arabia

ROADWAY AND RAILWAY NOISE EVALUATIONS

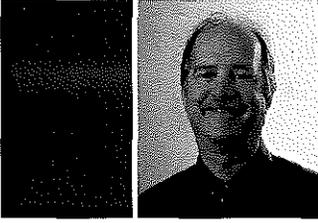
- » Carlsbad Medical Village Permitting Noise Study | Carlsbad CA
- » Washington Street Sound Attenuation Study | La Quinta CA
- » Value Place Hotel Development Assessments | Yuma, Tucson, and Phoenix AZ
- » TCA SR-241 Noise Study | County of Orange CA
- » Mountain View Avenue Roadway Widening Traffic Noise Study | Loma Linda CA
- » East Chapman Avenue Noise Study | Orange CA
- » SR-134 Traffic Noise Study | Glendale CA
- » South Pasadena Gold Line Commuter Rail Noise & Vibration Study | So. Pasadena CA
- » San Marcos NCTD Light Rail Noise Study | San Marcos CA
- » Union Pacific/Metrolink By-Pass Rail Noise Study | Pomona CA

ARCHITECTURAL ACOUSTICS INVESTIGATIONS

- » Remington Hotels/Sheraton Hotel Window & Door Retrofit Study | Mission Valley CA
- » LAPD and LAFD Emergency Operations Center Design Support | Los Angeles CA
- » Emergency Communications and Operations Center (ECOC) Facility | Long Beach CA
- » The Wynn Resort Project Sound Insulation | Las Vegas NV
- » St. Mary's Hospital Cogeneration Installation Impact Noise Study | Long Beach CA
- » Astoria Condominium Sound & Impact Isolation Testing | Irvine CA
- » St. Bernardine's Hospital Central Plant Impact Noise Study | San Bernardino CA
- » Dorian Condominium Sound & Impact Isolation Testing | Playa Vista CA

BOB MANTEY

Senior Engineer, Noise
 bmantey@placeworks.com



RONALD CAVAGROTTI, DENV

Senior Scientist

Ron has been amassing academic and professional experience in the environmental field for nearly 30 years, during which he has been engaged in site investigations and remediation, regulatory analysis, technical studies, risk assessment, environmental compliance, and permit preparation. His broad background draws on several disciplines, such as the health/life sciences (e.g., microbiology, epidemiology, and biostatistics), physical sciences (e.g., chemistry, environmental geology, meteorology, and hydrology), and environmental impact analysis, planning, and engineering. His experience covers the full range of environmental issues.

Ron incorporates an exceptional blend of technical insight and critical thinking to project assignments, resulting in high quality products that are clear, concise, and technically proficient. He has authored or coauthored numerous environmental and technical reports, regulatory analyses, and peer reviews. He has also served as an expert witness in a number of case arbitrations and mediation sessions involving site investigation, groundwater contamination, and remediation cost analysis.

HIGHLIGHTS OF EXPERIENCE

REGULATORY COMPLIANCE & STRATEGIC PLANNING

- » Spill prevention control and countermeasure plans, RCRA exposure information and potential release reports, business emergency response plans, and hazardous waste determinations per federal and state agency criteria
- » Major hazardous waste facility permit applications, applications for waste/wastewater discharge, Closure and Post-Closure permit applications for waste disposal facilities
- » Technical strategies for third-party/insurance recovery litigation, technical studies in support of litigation, and expert testimony
- » Obtained operating permits (i.e., RCRA Part B) for the Chemical Waste Management's Kettleman Hills Facility and Oil and Solvent Process Company
- » Expert witness in arbitrations/mediations, including the PG&E Hinkley ("Erin Brockovich") arbitration

SITE INVESTIGATION

- » Approximately 25 soil, soil gas, and groundwater investigations (PEAs and SSIs) for new school sites on behalf of the Los Angeles Unified School District to secure DTSC approval. Chemical constituents of concern included chlorinated VOCs, SVOCs, petroleum hydrocarbons, metals, PCBs, and pesticides
- » Phase II investigation for a charter school in Los Angeles involving soil and soil gas sampling and analysis for various chemical constituents, including chlorinated VOCs
- » Phase II investigation for a former plating facility in Los Angeles involving soil and soil gas sampling and analysis for various chemical constituents, including chlorinated VOCs
- » Large and small site investigations involving soil, soil vapor, and groundwater contamination

EDUCATION

- » DEnv, Environmental Science & Engineering, University of California, Los Angeles
- » MPH, Environmental Health Sciences/School of Public Health, University of California, Los Angeles
- » BS, Zoology, Duke University

CERTIFICATIONS

- » CPR/First Aid Certification

AFFILIATIONS

- » Society for Risk Analysis

Team member since 1985

- » Site remediation programs involving soil vapor extraction, bioremediation, vacuum-enhanced recovery, biofiltration, and soil removal
- » Investigation and remediation of two UST releases involving a complex bedrock environment, facility audits, SPCC Plans, Business Plans, and permitting, Los Angeles banking facility
- » Section 19 Specific Plan & EIR | Rancho Mirage CA
- » Green Valley Specific Plan EIR | Perris CA

ENVIRONMENTAL & HEALTH RISK ASSESSMENTS

- » Risk evaluations as stand-alone documents or as part of larger studies, including risk assessments for hazardous waste facilities and residual contamination
- » Contaminant migration studies involving computer transport models; hydrogeologic siting criteria assessment for a hazardous waste facility; suitability of groundwater for drinking water vis-à-vis regulatory criteria
- » Puente Hills Intermodal Facility EIR | Industry CA
- » Environmental investigations, remediation programs, and health risk assessments, Los Angeles Department of Water and Power

REMEDIAL ENGINEERING DESIGN

- » Evaluation of remediation projects for CERCLA/NCP compliance (for cost recovery purposes); peer review of EISs/EIRs; analysis of proposed agency regulations or guidelines
- » Various remedial, testing, and maintenance projects for Bank of America

SCHOOL FACILITIES PLANNING

- » 27 new school projects for LAUSD; oversight responsibility for several environmental consulting firms, with budgets totaling approximately \$50 million | Los Angeles USD
- » More than 100 environmental studies (e.g., Phase I ESAs, PEAs, and RAWs) for LAUSD
- » Central Region High School No. 12 soil import testing and certification services, Innovative Construction Solutions
- » Vista Hermosa Project (former Belmont High School) and Central LA Learning Center No. 1 (former Ambassador Hotel) | Los Angeles USD

PUBLICATIONS

- » Audit Report: Environmental Health and Safety Programs. Prepared for San Diego Unified School District. October 13, 2005.
- » Natural Biodegradation of Diesel Fuel Hydrocarbons in the Subsurface. June 11, 1997.
- » Hazardous and Solid Waste Generation Survey. May 13, 1992.
- » Regulatory, Technical, and Practical Considerations for Setting Enforceable Limits in Surface Water Discharge (NPDES) Permits. December 18, 1991.
- » Alternatives to Land Disposal for Selected Hazardous Waste Streams. January 16, 1990.
- » Phosphoric Acid Fuel Cell Power Plants: Environmental Impacts of Commercialization. 1982.

RONALD CAVAGROTTI

Senior Scientist

rcavagrotti@placeworks.com



Jason Moody



Managing Principal

Education

Master of Public Policy,
University of California,
Berkeley, 1995

Bachelor of Arts in
Economics, University of
California, Santa Cruz, 1988

Previous Employment

Budget Analyst for City of
San Francisco (1995)

Business Analyst, Port
Authority of New York/New
Jersey (1994)

Research Analyst, Fisher
Center for Real Estate and
Urban Economics (1993-
1994)

Federal Government
Reporter, States News
Service, Washington, DC
(1989-1992)

Affiliations

San Francisco Planning and
Urban Research Association

International Economic
Development Council

City of Oakland Economic
Advisory Panel

Relevant Publications

"Urban-Suburbia", Urban
Land, October 2008.

"Transit Joint Development"
with Bruce Appleyard, Urban
Land, August 2007.

"The Town and Gown,"
Economic Development
Journal, Fall 2004.

"Innovation Districts,"
American Planning
Association presentation,
2016.

"Defense Industry
Conversion, Base Closure,
and the California
Economy," Fisher Center
Working Paper.

A Managing Principal at EPS, Mr. Moody has worked at the firm for over 19 years. He has worked extensively for a variety of public- and private-sector clients in the areas of real estate market and financial analysis, public finance, and revitalization. He has led the firm's practice in transit economic impact analysis, considering TOD feasibility of individual projects and within broader station areas.

SELECTED PROJECT MANAGEMENT EXPERIENCE

Duarte Town Center Revitalization Strategy and Gold Line TOD

EPS serve as the lead economist for a multi-disciplinary team retained by the City of Duarte to evaluate revitalization strategies for their commercial and civic core along Huntington Drive and walkable to a new Gold Line station. As a separate effort, EPS evaluated TOD opportunities in conjunction with the planned opening of the Duarte/City of Hope Gold Line Metro station.

SCAG Compass Blueprint Development Feasibility

EPS worked with the Southern California Association of Governments to assess Transit Oriented Development opportunities and feasibility as part of its Compass Blueprint Program for numerous cities throughout the Los Angeles Region, including projects in Culver City, South Gate, Oxnard, Palmdale, and Fontana.

Glendora Corridor Studies

EPS served as the lead economist as part of two separate corridor revitalization strategies for the City of Glendora to evaluate development opportunities along Arrow Hwy. and Route 66.

Downtown San Bruno TOD/Corridor Revitalization Plan

EPS was retained by the City to evaluate the market and financial feasibility of revitalization strategies and specific opportunity sites for the downtown commercial corridor and adjacent to the BART and Caltrain commuter rail stations.

Dublin BART Joint Development Feasibility Analysis

EPS assessed financial feasibility of developing a new Bay Area Rapid Transit (BART) station in Dublin using revenues generated by joint development on BART land.

Public Private Partnerships In Transportation Funding

Working for Smart Growth America, EPS completed a White Paper on best practices for public-private partnerships and return on investment for prioritizing and financing transportation infrastructure in the United States.

Merced HSR Station Area Plan

EPS served as the lead economist as part of a multi-disciplinary team selected by the City of Merced and HSR Authority to develop a Station Area Plan for the proposed HSR station in the downtown.

California HSR Station Tax Increment Analysis

EPS evaluated the tax increment financing opportunities based on projected assessed value changes within ¼ and ½ mile radius of proposed HSR stations in Los Angeles, San Francisco, and Fresno.

Economic Impact of Azusa Pacific

EPS evaluated the economic impact of Azusa Pacific University (APU), taking into account spending directly linked to the University, its students, and visitors.



Andrew Kaplan



Vice President

Education

Master of Real Estate Development, University of Southern California, Los Angeles, California, 2005

Master of Business Administration, Columbia Business School, New York, New York, 1999

Bachelor of Arts with Honors, History and Literature of Russia, Harvard College, Cambridge, Massachusetts, 1992

Previous Employment

Subcontractor with Allan D. Kotin & Associates (ADK&A), (2010-2011)

Project Developer, Forest City Enterprises, Los Angeles, CA (2005-2009)

Consultant, Media and Entertainment Strategy, IBM Global Business Services (formerly PricewaterhouseCoopers Consulting) (1999-2003)

Associate Consultant, GeoPartners Research, Inc. (1994-1997)

Writer, Frommers Eastern Europe on \$30 a Day (1993-1994)

Researcher, Newsweek Magazine, Moscow Russia (1993)

Writer, Editor, Managing Editor, Let's Go Travel Guides (1990-1992)

Affiliations

Urban Land Institute

International Council of Shopping Centers

Westside Urban Forum (former Board Member)

ABOUT

Andrew Kaplan joined EPS in 2011 to open the firm's Los Angeles office, bringing a background as a land economics and strategy consultant, developer, and journalist. He is experienced with corridor revitalization strategies, market analysis, TOD feasibility, and fiscal and economic impact analysis.

SELECTED RELEVANT PROJECT MANAGEMENT EXPERIENCE

Duarte Gold Line Station Transit Village Specific Plan

As part of a multi-disciplinary team that developed the Duarte Station Specific Plan, EPS assessed market trends to identify supportable land uses, tested the development feasibility of the program, and provided an implementation and phasing strategy for infrastructure financing. The adopted plan was recognized with a 2014 AIA Economic Planning & Development Award of Merit.

Duarte Town Center Specific Plan

EPS served as economist on the multi-disciplinary team tasked with planning a mixed-use activity center intended to serve as Duarte's civic and cultural hub. The proposed Plan aims to leverage proximity to the Civic Center, middle and high school complex, Gold Line Station, and City of Hope campus to establish a walkable and dynamic gathering place for the city. EPS supported the effort by analyzing real estate and socioeconomic conditions and framing an infrastructure financing strategy.

Glendora Arrow Highway Specific Plan

Arrow Highway traverses and borders many jurisdictions in the San Gabriel Valley, which has led to land use patterns characterized by marginal uses and high deferred maintenance. As part of a multi-disciplinary consultant team, EPS performed market, development feasibility, and infrastructure financing analyses to help develop a Specific Plan that will establish a vibrant mixed-use southern gateway to the City.

Pomona North Metrolink/Gold Line Station Area Plan

EPS was retained by the Pomona and SCAG to prepare a plan for the proposed Pomona North Metrolink/Gold Line Station Area. In a multi-disciplinary team, EPS assessed market opportunities for catalytic land uses and prepared an implementation strategy based on real estate value-capture and Metro joint-development.

Santa Monica Memorial Park Neighborhood Plan

The proposed Memorial Park Activity Center is located at one of the forthcoming Metro Exposition Line (Phase II) stops. In a multi-disciplinary team that prepared a station area plan, EPS completed a market assessment, developed growth projections, tested the development feasibility of different land use prototypes, and helped devise a financing and phasing strategy to induce development and fund community benefits.

Sierra Avenue Valley Boulevard Land Use Study

The intersection of Sierra and Valley in Fontana is the busiest in the city, serving I-10 traffic, Kaiser visitors, and one million retail square feet. As economist for this SCAG-sponsored study on corridor revitalization and integration with the Kaiser facility, EPS assessed market conditions and prepared a financing and implementation plan.

Rancho San Pedro Redevelopment Analysis

Rancho San Pedro (RSP) is one of the oldest and largest affordable housing projects in LA. Planned public and private investment near RSP could transform the LA Waterfront into a regional destination. For the Housing Authority of the City of Los Angeles, which owns and operates RSP, EPS analyzed the redevelopment and financing potential for the site to support a mixed-income community of market-rate and affordable housing.

William Delo AICP Transportation Planner

Mr. Delo is an Managing Principal of IBI Group and a Transportation Planner with over sixteen years of experience in transportation planning and traffic engineering. Mr. Delo is an experienced project manager, responsible for the successful completion of numerous projects ranging from active transportation and complete streets plans to regional multi-modal transportation studies. His career experience has included extensive participation in public and agency outreach activities.

Representative Experience

West Carson TOD Specific Plan, West Carson, CA – IBI Principal in Charge overseeing the development of the mobility and infrastructure elements for this Specific Plan. Mobility proposals include implementation of the Metro First-Last Mile concept for the Silver Line station along I-110, implementation of complete streets improvements for major roadways in the district, and new multi-use trails adjacent to Harbor UCLA Med Center and flood control channels in the study area.

West Athens/Westmont TOD Specific Plan, West Athens, CA – IBI Principal in Charge overseeing the development of the mobility and infrastructure elements for this Specific Plan. Mobility proposals include implementation of the Metro First-Last Mile concept for the Green Line station along I-105, implementation of complete streets improvements for major roadways in the district, and a new multi-use trail linking the Vermont Green Line station to Los Angeles Southwest College.

Metro Gold Line Foothill Extension Bus Interface and Parking Garages – Mr. Delo managed IBI Group's efforts as a subconsultant on this project. IBI was responsible for the identification of possible refinements to bus operations and the development of conceptual designs for six park-and-ride facilities that will serve the proposed light rail stations along this extension of the Metro Gold Line. Conceptual designs were developed for five parking garages ranging in size from 250 to 350 parking spaces, as well as a 125-space surface parking lot. The project includes close coordination with staff from the five cities along the corridor.

Agua Caliente Section 14 Complete Streets Plan, Palm Springs, CA – Mr. Delo was the project manager for this study focused on the development of a Complete Streets plan and vision for the Section 14 Master Plan. This study was conducted for the Agua Caliente Band of Cahuilla Indians. IBI's role included the development of the Complete Streets chapter for the Master Plan and the completion of associated traffic and parking studies for proposed land use changes.

Michigan Avenue Neighborhood Greenway, Santa Monica, CA – Mr. Delo was IBI Group's task lead for the conceptual design element for this project, which focused on the implementation of a neighborhood greenway along Michigan Avenue. The greenway would link the beach with Santa Monica High School and the Pico Union neighborhoods along Michigan Avenue. Strategies evaluated included traffic calming, neighborhood traffic circles, and other bike improvements.

Education

B.A. (Environmental Analysis and Design),
University of California, Irvine, CA, 2000

Experience

2001–Present

IBI Group, Irvine, CA, Transportation
Planner/Associate

2000–2001

Civic Solutions, Inc. (City of Santa Monica, City of
Ontario, City of Rancho Santa Margarita),
Assistant Planner

1999–2000

Orange County Transportation Authority,
Orange, CA, Assistant Transportation Analyst

Memberships

American Planning Association

Awards and Publications

Certified Planner, American Institute of Certified
Planners #019993



Metro First and Last Mile Study, Los Angeles, CA – Mr. Delo was the deputy project manager for this study effort focused on developing a set of guidelines and policies for Metro and SCAG to follow in planning for first and last mile access to regional transit stations in Los Angeles County. The study included examining conditions for bicycle and pedestrian access at 12 current Metro stations, and the development of design guidelines for future improvements.

Van Nuys and Boyle Heights Modified Parking Requirements Study, Los Angeles, CA – Mr. Delo was Project Manager this project that involved the development of modified parking requirements for Van Nuys and Boyle Heights. Study included inventory of existing parking supply (on and off-street), parking counts, and development of specific parking recommendations for each community for off-street parking and on-street parking located along major arterial streets (Van Nuys Boulevard and First Street).

Laguna Hills Transportation Center Joint Development Study – Mr. Delo is the Project Manager for this study examining the potential feasibility for joint development at the Laguna Hills Transportation Center. This facility is OCTA's South County transit hub, and provides vital connections to adjacent land uses like Laguna Hills Mall and Saddleback Hospital. Study elements include a site assessment, review of bus operations, and the development of 3 alternative site plans.

Santa Ana Regional Transportation Center Parking Management Strategies Study – Mr. Delo was the Project Manager of this study that focused on the implementation of parking pricing for the Santa Ana Regional Transportation Center (SARTC). SARTC is a multi-modal transportation center, serving Metrolink commuter rail, Amtrak, inter-city bus, and local bus travelers. The station also includes restaurants and city offices. IBI Group was tasked with identifying an appropriate pricing strategy for the station for existing and future conditions. Elements of the study included a focused meeting with current station tenants and a public workshop and surveys on-site.

Coast Highway Corridor Analysis, Oceanside, CA – Project manager for IBI's lead role working on a corridor analysis of Coast Highway in Oceanside, with the goal of transforming the street from a four lane auto-dominated corridor to a two-lane Complete Street. Proposed improvements include roundabouts, bike lanes, and improved sidewalks to increase the mobility and safety for all modes.

Arroyo Seco Parkway National Scenic Byway Corridor Management Plan, Los Angeles, CA – Mr. Delo was Deputy Project Manager and task lead for the transportation analysis for this project that involved the preparation of the Arroyo Seco Parkway Corridor Management Plan for Caltrans District 7. The Historic Arroyo Seco Parkway extends from US-101 in Los Angeles to Pasadena, and is typically cited as one of the first examples of a modern freeway. The traffic analysis completed in support of the CMP includes regional travel demand modeling, traffic impact analysis, and microsimulation of traffic conditions in the corridor to evaluate potential traffic operation and safety improvements proposed by the design team. The microsimulation effort was being completed by IBI Group using VISSIM.

Metrolink Station Parking Management Strategies Study, Orange County, CA – Mr. Delo was the Project Manager of this study, which identified candidate parking management strategies for the 11 Metrolink commuter rail stations in Orange County. The objective of the study was to identify a "toolkit" of potential strategies tailored to the existing and future environment at each station.



Cathy Chea Transportation Planner

Ms. Chea is a Transportation Planner at IBI Group that specializes in the strategic planning and implementation of multimodal transportation projects. Her experience includes projects ranging from transit planning, complete streets and active transportation planning, multimodal corridor studies, TOD and station area planning, traffic impact studies, and parking studies. In addition, Ms. Chea's expertise also includes land use planning, geospatial analysis and data visualization with ArcGIS, and financial forecasting and analysis. Ms. Chea applies her background in both transportation and land use planning to design truly balanced and sustainable transportation systems.

Representative Experience

West Athens Westmont TOD Specific Plan, West Athens Westmont, CA – IBI Group was tasked with developing the mobility element for the West Athens Westmont TOD Specific Plan. For this project, Ms. Chea served as the task lead for the mobility assessment. This included providing technical analysis of existing roadway infrastructure and developing recommendations to improve transit accessibility and the multimodal network. Ms. Chea also supervised junior staff and presented findings and recommendations to key stakeholders at Task Force meetings.

West Carson TOD Specific Plan, West Carson, CA – IBI Group was tasked with developing the mobility element of the West Carson TOD Specific Plan. The focus of the Specific Plan is to identify strategies that would leverage existing transportation infrastructure and lay the groundwork for future mobility enhancements. For this project, Ms. Chea was responsible for analyzing existing conditions relating to the street, transit, bicycle, and pedestrian network, as well as identifying strategies that would improve multimodal connections within the area and increase transit ridership. This task included providing in-depth corridor analyses, developing street design concepts, and identifying land use and transportation policies to facilitate a safe and efficient multimodal network.

Central Pointe Station Master Plan, South Salt Lake, UT – IBI Group was tasked with developing the South Salt Lake Central Pointe Transit Station Area Master Plan. The transit station is a major transit hub for South Salt Lake County and represents one of the most transit rich environments along the Wasatch Front. Three TRAX light rail lines serve this station as well as the S-Line streetcar system and several heavily utilized bus routes. For this project Ms. Chea was responsible for developing first and last mile solutions for the transit station by analyzing existing bikeway, pedestrian, and transit infrastructure, and by identifying strategies that would not only enhance mobility, but also leverage existing infrastructure. Ms. Chea was also responsible for developing a set of parking management strategies to optimize the utilization of parking resources within the area.

Education

Masters of Urban and Regional Planning,
University of California, Irvine 2014

Bachelor of Arts Psychology,
University of California, Los Angeles, 2005

Experience

2014–Present

IBI Group, Irvine, CA, Transportation Planner

2013–2014

Long Beach Transit, Service Development Intern

2013

City of Sacramento, Community Development Intern

2008–2012

Bio-Rad Laboratories, Financial Analyst

Memberships

Women's Transportation Seminar

American Planning Association



L.A. Metro TOD Toolkit, Los Angeles, CA – The Los Angeles County Metropolitan Transportation Authority (Metro) is interested in creating a TOD toolkit that will serve as a resource for local jurisdictions to develop and adopt transit-supportive regulations. The TOD toolkit is a web-based platform that provides local jurisdictions with planning and policy strategies to achieve greenhouse gas (GHG) emission reduction and transportation, land use, water, and energy efficiency goals. For this project, Ms. Chea was responsible for providing technical support in the development of the web-based toolkit and identifying best practice strategies for transportation planning.

Wilshire Avenue Bicycle Boulevard, Fullerton, CA – The City of Fullerton is proposing to construct a bicycle boulevard along Wilshire Avenue near downtown Fullerton. The goal of the project is to improve bicycling conditions along the corridor and to create an environment that allows for the safe and efficient movement of bicyclists and vehicular traffic. Additionally, the City of Fullerton is also interested in developing a bicycle boulevard design handbook that will serve as a guide for the City for any future bicycle boulevard projects. As a part of the project, Ms. Chea was responsible for developing design concepts for the bicycle boulevard, and providing technical support for the evaluation of traffic impacts, and the preparation of the final report as well as the bicycle boulevard design handbook.

L.A. Bicycle Lane Performance Evaluation, Los Angeles, CA – The City of Los Angeles is in the early stages of implementing its Bicycle Plan, which proposes to substantially expand the City's bikeway network. Because many arterial roadways in the City are reaching or have reached capacity, the only practical means to install new bike lanes is to reallocate roadways away from cars. The City of Los Angeles is interested in understanding the impacts on traffic conditions and user experience as a result of these roadway modifications. To understand these impacts, Ms. Chea was responsible for analyzing the changes in average daily/hourly transit and motor vehicle speeds. MS. Chea was also responsible for analyzing qualitative impacts and conducted intercept surveys to solicit user opinions of various newly installed bike lanes.

Long Beach Transit Safety Study, Long Beach, CA – Improving transit safety is a key goal of Long Beach Transit's daily operations. For this project, Ms. Chea was responsible for identifying location patterns of transit accidents using ArcGIS. Additionally, Ms. Chea also analyzed correlations between accident frequency, vehicle type, and accident type, which included accidents involving active modes of transportation. As a result of the study, six high accident risk corridors were identified throughout the City of Long Beach and the transit agency developed a new transit operator training program focusing on safety measures specific to the high risk corridors.

Yucaipa Circulation Element, Yucaipa, CA – IBI Group was tasked with updating the Circulation Element for the City of Yucaipa's General Plan. The City wishes to incorporate the principles of "Complete Streets" into their updated plan and look for ways to promote multimodal and active modes of transportation. For this project, Ms. Chea was responsible for providing technical support in the analysis of the City's existing circulation network and for drafting the Circulation Element of the General Plan update.

OCTA Laguna Hill Transportation Center Joint Development Study, Laguna Hills, CA – IBI Group was tasked with developing alternative design concepts for the future redevelopment of the Laguna Hills Transportation Center. The goal of the project is to provide OCTA with a design that would optimize land use, promote transit ridership, and improve conditions for alternative modes of transportation. For this project, Ms. Chea was responsible for analyzing existing conditions regarding ridership, modeshare, land use, and development policies within the City of Laguna Hills.

Franklin Street Corridor Analysis, Portland, ME – IBI Group was tasked with assisting the City of Portland Maine in the redesign of the Franklin Street corridor, a major arterial traversing the city. The goal of the project was to redesign the corridor to better serve vehicular traffic, pedestrians, and other modes of transportation, while also creating opportunities for economic development and strengthening the corridor's urban character. For this project, Ms. Chea was tasked with evaluating the multimodal level of service (MMLoS) for each of the design alternatives, which included the evaluation of pedestrian, bicycle, transit, and vehicular traffic flow.



Puneet Comar PE, QSD
Infrastructure

Puneet Comar has over 16 years of engineering experience. He has provided engineering services throughout California for projects in the private and public sectors in Los Angeles, Orange, Riverside and San Bernardino counties. He has overseen high profile landmark projects such as Ponte Vista, a 61.5-acre Master Plan Community within the city of Los Angeles, CA and Monarch Hills, a 125-acre residential mixed use development within San Bernardino County, CA. Puneet's vast expertise positions him to play a pivotal role at each stage of development: land planning and entitlements, final engineering design, and construction phasing, including delivering effective storm water and water quality solutions.

As Director of Land Development US West, Puneet leads IBI's land development practice based out of Irvine CA. The focus is on a wide variety of projects, from high density urbanized developments, to large complex master plan communities.

Puneet's responsiveness and sensitivity to client needs fortifies IBI's core values, including formulating partnerships with each client at each phase of the project.

Representative Experience

Ponte Vista Master Plan Community, Los Angeles, CA –

Currently serving as the overall Project Manager for this residential master plan community of nearly 700 units on roughly 62 acres, within the city of Los Angeles. The project requires a challenging phasing plan of the grading which led to a combined rough graded and massed graded design for the 7 planning areas. Additionally, the project offers complicated wall designs utilizing 3 different types of retaining walls reaching height limits upwards of 45'.

Monarch Hills Residential Development, San Bernardino County, CA –

Served as the Senior Project Manager for the roughly 500 unit subdivision consisting of lots ranging from 4,000 to 10,000 SF, located in the city of Fontana. The project sits at the foothills of the San Bernardino Mountains just adjacent to a major SCE transmission R/W, which will require a debris loading analysis and extensive processing through SCE

Pepper Avenue Specific Plan, San Bernardino County, CA –

Served as Senior Project Manager for the 100 acre specific plan for the city of Rialto. The civil engineering components included planning level studies for grading, roadway circulation, drainage, and wet utility analyses. A CEQA screen check was also performed.

Tesoro De Valle Land Plan, Santa Clarita, Ventura County, CA –

Served as Senior Project Manager for the nearly 1300 acre residential master plan community near the City of Santa Clarita. The project requires the overall land forming and density determinations to comply with a "hillside ordinance." Additionally, the project offers challenging drainage, water quality, and wet utility solutions, due to the naturally steep terrain of the project.

Education

B.S., Civil and Environmental Engineering Cal Poly Pomona, 2004

Experience

2016–Present

IBI Group, Irvine, CA, USA West Director of Land Development

2014–2016

Fusco Engineering, Senior Project Manager

2012–2014

Fusco Engineering, Storm Water Manager. Project Manager

2004–2012

K&A Engineering, Project Manager

2003–2003

AEI CASC Engineering, Engineer

2000–2003

City of Anaheim, Engineer Intern

Memberships

Builders Industry Association (BIA)

BIA Next Gen



Cielo Vista Land Planning & Storm Water Management, Orange County CA – Served as Senior Project Manager for the 90 lot hillside sub division. The project pose challenging water quality and hydromodification mitigation solutions as well as challenging design constaints such as an active fault line, existing oil wells, and an existing 48" transmissions line which crossed the entrance of the project.

Brasada Residential Estates, San Dimas, CA – Served as the Stormwater Manager for the 60 home custom estate subdivision in the city of San Dimas. The project exhibits an extremely aggressive terrain resulting in deep cuts and fills, along with challenging storm drain and water quality facilities, which must meet stringent LA County requirements

Squaw Mountain Road Bridge Scour Counter Measure Plan Riverside County, CA – Served as the Stormwater Manager for preparing a scour counter measure plan for Squaw Mountain Road Bridge. The bridge was declared to be in a state of an emergency condition per the county of Riverside. A hydraulic analyes and sediment transport study was performed in order to best prescribe the counter measure plan.

Boulder Springs Residential Development, Riverside County, CA – Served as the Project Manager, responsibilities included the over site of final engineering for the 1420 residential unit Boulder Springs Project, which also entailed a flood plain study with FEMA submittal, the design of a six lane express way with interim improvements, three bridges, negotiations with Edison for the relocation of existing power poles and easements, negotiations with Metropolitan Water District, and negotiations with the Pechanga Indians.



Eric Lissner PE Infrastructure

With over 5 years of engineering experience, Eric has proven to be a top performer preparing engineering designs and analyses for a broad range of land development projects at various stages. He has helped drive the design of complicated wet utilities and challenging hillside grading, as well as implementing storm water and water quality solutions for complex projects. Eric's creativity, production efficiencies, and his collaboration for promoting internal technological advancements have boosted him to the head of the class.

Representative Experience

Highpark Master Planned Community, Los Angeles, CA – In his role as IBI's primary civil senior engineer on the 61.5-acre residential project, Mr. Lissner manages the day-to-day production engineering as well as technological aspects of the project. He is intricately involved in grading, retaining wall, wet utility, and water quality design. Interoperability between engineering and GIS groups is one of Mr. Lissner's technological foci, as he provides support services for the development of a GIS asset management webmap for use by the master developer and merchant builder clients.

Monarch Hills Residential Development, San Bernardino County, CA – Mr. Lissner supported the project team as one of the main design engineers for the preliminary stages of the 125-acre Monarch Hills residential development. The project included challenging hillside grading, complex drainage constraints, and major infrastructure design as the project advanced through conceptual and entitlement phases of development.

Catalina Trailhead Community Center, Santa Catalina Island, CA – Mr. Lissner led the civil engineering effort for the redevelopment of a prime parcel of land in the City of Avalon on Santa Catalina Island. Designing grading, retaining walls, wet utilities, hydrologic features, and a complex entry ramp, he was able to provide an economically-valuable design that was supplemented with GIS data analysis.

Bridge Fortification Analysis, Santa Catalina Island, CA – Mr. Lissner was assigned to analyze the existing and future conditions of five remote vehicular bridges on Santa Catalina Island off the coast of Orange County. The project required extensive GIS data analysis for elevation and drainage applications. Mr. Lissner developed processes regarding conversion of data between CAD and GIS environments to support the analysis.

Education

B.S., Civil and Environmental Engineering,
University of California, Los Angeles 2012

Experience

2016–Present
IBI Group, Irvine, CA, Project Engineer

2014–2016
Fusco Engineering, Engineer

2012–2014
Fusco Engineering, Associate Engineer

2010–2012
Fusco Engineering, Intern

Memberships

Urban Land Institute (ULI)



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Gary F. Andrishak Urban Design

Master Planning/Transit-Oriented Development (TOD)

Gary Andrishak, IBI Group Director, has a multi-disciplinary portfolio of significant work to his credit during his more than 35 years in the planning and design community. Importantly, he is equally at home in the co-joined disciplines of land use planning/transit planning, from the standpoint of producing urban master plans concentrating on transit-oriented development (TOD). In addition, Mr. Andrishak is skilled at developing branding, marketing, and communications strategies for public transit systems, with an eye to increasing transit ridership and thereby, reducing automobile use.

Representative Experience

Transit-Oriented Development/Urban Design

San Ysidro Intermodal Transit Center, San Diego, CA –

Mr. Andrishak is coordinating a team of transportation planners, architects, urban designers, and market analysts in determining public private partnerships (P3) for the redevelopment of the San Ysidro Intermodal Transit Center on the border between San Diego, California and Tijuana, Mexico, purportedly the busiest land border in the world with 20 million crossings annually. His work involves the evaluation of potential markets and their physical layout in a manner that will not interfere with the ongoing functional aspects of train, bus, auto, and pedestrian traffic.

Mid-City SR-15 Station Area Planning Study, San Diego, CA –

Mr. Andrishak served as Project Manager for this planning study in east central San Diego, made possible by the implementation of Bus Rapid Transit (BRT) service within the SR-15 median, depressed within a cut from the community above. The cross streets of the study area are El Cajon Boulevard and University Avenue, both featuring BRT stations at the centre of the intended Transit-Oriented Development (TOD) zones. Mr. Andrishak worked extensively with the community to help define a vision that both benefits from the distinctive Teralta Park, built above the freeway and enabling the community to redevelop to greater densities while not losing its existing character.

Station Area Planning Study, Pasco County, FL – Mr. Andrishak was Project Manager for this Station Area Planning Study, north of Tampa Bay, that runs from the Gulf Coast eastward towards Orlando. The study's purpose is, first, to catalog the initiatives in the planning stages by the local development industry in the hope of influencing them to think in terms of Smart Growth regarding a more compact, dense, and pedestrian/cycle friendly alternatives served by rapid public transit, BRT or LRT, in the future. Mr. Andrishak's team is charged with selecting the preferred locations for community centres and developing typologies – Regional, Town or Village - for the communities anticipated.

Education

Diploma: Certificate of Industrial Design, Post-Graduate Study in Industrial Architecture, The Royal Danish Academy of Art, 1973

Degree: Bachelor of Interior Design, Graduated from Department of Interior Design, School of Architecture, University of Manitoba, 1969

Experience

2010–Present

IBI Group, Vancouver, BC, Director

2008–2009

IBI Group, Vancouver, BC, Associate Director

1998–2008

IBI Group, Vancouver, BC, Associate

1988–1998

Andrishak Design Group (ADG), Vancouver, BC, Principal

1978–1987

Andrishak + Sturgess (The Sturgess Partnership), Vancouver, BC, Principal

Registration

Member of the Urban Land Institute (USA)

Member of National Steering Committee, Rail-Volution

Awards

Alberta Pavilion at EXPO 86 – Commissioner General's Special Citation Award



Metro Gold Line TOD Station Area Planning, Phase II, Metro Los Angeles, CA – IBI Group was selected to continue their Phase I work within this LRT Corridor running from downtown Pasadena eastward to Montclair CA. Mr. Andrishak is serving as Co-Project Manager, overseeing the technical aspects of the study whose key components include an extensive market analysis and economic feasibility, studies looking closely at “connectivity” from each of the LRT stations, and consultation with the ten host cities to enable them to better understand the issues and opportunities afforded by “location efficient” development surrounding the impending LRT transit system.

EXPO LRT Line Transit-Oriented Development (TOD), Los Angeles, CA – Mr. Andrishak served in the capacity of Assistant Project Manager for a five-station TOD master plan for the area immediately surrounding the University of Southern California (USC) campus in south Los Angeles. The project involved analysis of the demographic conditions of the study area, production of opportunities and constraints mapping, development of new parks and open space/urban design strategies with relationship to a series of outdoor rooms running in a greenway parallel to the LRT tracks, and development of physical TOD master plans that will serve the purpose of positive community refurbishment based upon the planning principles of sustainable urbanism.

Hopkins Station Area Plan, Hopkins, MN – Mr. Andrishak was Project Manager for production of a station area plan for three transit stops within the city of Hopkins, Minnesota resulting from the planned construction of the southwest LRT Corridor. The study focused upon three guiding principles – Sustainability, Complete Communities, and Transit-Oriented Development. This project dealt in large part with the issue of connectivity – how best to enable and encourage pedestrians to walk to-and-from the Hopkins Downtown LRT station to its historic Main Street via the 8th Avenue Promenade. In addition, potential land uses and density yields were developed and analyzed for all three stations – Shady Oak to the west, centrally located Hopkins Downtown, and Blair Station to the east.

Salt Lake City Intermodal Station Area Plan, Salt Lake City, UT – Mr. Andrishak was a team member on this station area plan surrounding Salt Lake City’s new intermodal station. His role was to frame the analysis of how best to downsize the existing streets and city blocks within the project area, to promote development of a more pedestrian-friendly environment. As well, he authored a series of mixed-use development typologies, illustrating options of combining retail, office/commercial, residential, and parking facilities in combinations that both contribute to the sought after urban character and appeal to potential markets regarding their development.

Downtown East/North Loop Master Plan, Minneapolis, MN – Mr. Andrishak served in the role of Project Manager for this large, 500-acre, master planning exercise for downtown Minneapolis. The study’s terms of reference included recommendations for the expansion of the downtown core, land use planning for two adjacent districts; Downtown East and the North Loop, urban enhancements to the 5th Street LRT Corridor, and an extensive analysis of downtown parking policies in relation to other North American cities.

Hiawatha/Lake City Station Area Planning/TOD, Minneapolis, MN – IBI Group was selected as prime consultant to undertake a comprehensive station area planning exercise, in association with Calthorpe Associates, of Berkeley, California. The project represented the first of such studies by Hennepin County, Minneapolis, in relation to the new Hiawatha LRT Corridor. The City hoped to realize a truly responsive “Transit Village of the 21st Century” by capitalizing upon rapid transit’s promise to city shape. Mr. Andrishak served in the role of Project Manager for the study.

Kudos

Zentrum Berlin Master Plan, Berlin, Germany – Mr. Andrishak was one of 12 participating professionals worldwide for the Zentrum Berlin symposium, a three month workshop held in Germany following reunification, to jump start cooperation between the Planning Departments for the cities of West Berlin and East Berlin. The symposium served to develop a common design language and joint vision of development futures evidenced by the recent rebuilding of historic Potsdamer Place, in the heart of the city.



Eric M Sargeant LEED AP Urban Design / Landscape Architecture

Eric Sargeant brings a comprehensive understanding of visual communication to a variety of landscape, urban design, and planning projects. Eric utilizes technology such as digital 3D modeling, photo-simulations, renderings and GIS spatial analysis to transform complex design challenges into tangible concepts.

With a background in illustration, Eric adds additional value to projects by combining environmental graphic design, branding and identity together to communicate a project's vision.

As a LEED Accredited Professional and bicycle commuter, Eric applies creative environmental solutions to pressing 21st century mobility and urban design challenges.

Representative Experience

Montclair TOD Vision Plan, Montclair, CA – Prepared a Transit Oriented Development (TOD) master plan for the Montclair around its existing Transit Center for the Metro Gold Line Foothill Extension Construction Authority. The project looked at the current Metrolink Station and considered future Metro Gold Line Light Rail Transit (LRT) station and service.

Gold Line Parking Structure Design & Adaptability Study, San Gabriel Valley, CA – Mr. Sargeant researched and developed a series of design and adaptation strategies for parking structures planned along the extension of the Foothill Gold Line Extension rail corridor. The purpose of the study was to inspire parking structure designers to think beyond present day, single-use facilities and imagine how parking structure's can act as catalysts for community to development and adapt to other uses as commuter parking demand decreases in the future.

Calgary Green Line North TOD Planning, Calgary, AB – Mr. Sargeant led the "O" (Open Space) portion of the TOD planning team. His background in landscape architecture combined with his project management experience ensured a timely and successful completion of all open-space planning, design and visualization tasks, including existing open space analysis, opportunities and constraints, transit plaza design and placemaking program.

Lansdowne / Downtown Streetscape Master Plan, Richmond, BC – Working closely with the City of Richmond planning staff, Mr. Sargeant refined the overall approach to the transformation and phasing of a key connection corridor that is currently being revitalized in their City Center. The design and vision interprets the street as a series of connected, yet distinct outdoor rooms that reflect the character of the neighbourhood and density surrounding it.

State Street Multi-way Boulevard and Transit Corridor, Orem, UT – Mr. Sargeant helped lead the initial visioning and production for the competition that resulted in a win of the full project scope. The vision lays out an approach for the conversion of a 5-mile long suburban arterial road into a series of distinct districts. Active transportation and economic redevelopment each played key roles in the final design.

Education

California State Polytechnic University Pomona -
BS Landscape Architecture, 2007

Experience

2014 – Present

IBI Group, Urban Designer, Los Angeles, CA

2011–2014

WATG, Planner / Landscape Designer, Irvine, CA

2007–2011

Walker Macy Landscape Architects & Planners,
Landscape Designer, Portland, OR

2006–2007

WATG, Planning Intern, Irvine, CA

2004–2006

CDPC, Landscape Architecture Intern, Irvine, CA

Memberships

LEED Accredited Professional - Certification, 2008

Awards

AIA Urban Design Award – Orem State Street
Corridor Master Plan, 2015

ASLA Student Merit Award, 2007



JEANETTE A. McKENNA
Owner and Principal Investigator
McKenna et al., Whittier CA

Ms. McKenna specializes in the discipline of Cultural Resource Management: prehistoric archaeology, historic archaeology, historic architecture, and history. She holds a Master's Degree in Anthropology/Archaeology and was recently awarded an Honorary Doctorate of Letters (HonDL) by the International Biographical Centre of Cambridge, England. She is a past member of the Board of Directors for the Society of Professional Archaeologists (SOPA 1993-97) and was certified by the Society to conduct both prehistoric and historic archaeological studies. Ms. McKenna is also recognized by the California Office of Historic Preservation as qualified to complete historic architectural studies. Ms. McKenna was on the Board of Directors for SOPA when the Society established the Registry of Professional Archaeologists (RPA) and has been a Registered Professional Archaeologist since 1998. Ms. McKenna has over 39 years of professional experience as an archaeologist/cultural resource manager and has participated on over 1700 projects of various sizes and complexities. The majority of her work has been conducted as a Field Director, Project Manager, and/or Principal Investigator throughout California and the Greater Southwest.

TECHNICAL CAPABILITIES

- Vast experience in the greater Southwest, Great Basin, and Southern California regions. Familiar with the full range of cultural resource investigations and has completed projects within the public and private sectors, including environmental management firms, planning and engineering firms, and State and federal agencies.
- Active in the discipline of Cultural Resource Management since 1976; over 39 years of professional experience in Southern California, Arizona, and Nevada.
- Particular interest in the desert regions of California and Arizona, with specializations in the Proto-historic and Historic Contact Periods.
- Considerable experience in dealing with prehistoric cultural remains and working directly with Native American groups in archaeological training programs (Arizona State University; the Southern California Indian Center, Garden Grove).

EDUCATION AND AFFILIATIONS

B.A., Anthropology, 1977, CSU Fullerton
M.A., Anthropology, 1982, CSU Fullerton
HonDL, 2015, Int. Biog. Centre, Cambridge
Lambda Alpha Lambda Honors Society
Post Graduate Studies, Arizona St. Univ., 1982-85
Post Graduate Studies, UC Riverside, 1991-92
Certification Program: CEQA, Land Use and Environmental Planning, UC Riverside, 1997-98
Society of Professional Archaeologists (SOPA)
Certification: Field/ Prehistoric Archaeology and Historical Archaeology (1984 to Present)
Registry of Professional Archaeologists (RPA)
Board of Directors, Society of Professional Archaeologists 1993-1997 (American Society of Conservation Archaeologists Representative)
BLM California Permit (renewable)
BLM Arizona State Permit (renewable)
Riverside County Registration No. 161
Arizona State Antiquities Permit (renewable)
Curation, San Bernardino Co. Museum
Curation, Arizona State University

SELECTED PROJECT EXPERIENCE

- Historic Architectural Studies for Renovation and Restoration, the Greek Theatre, Los Angeles CA
- Evaluation of Cultural Resources: Burbank and West Hollywood Redevelopment Project Areas, Los Angeles County, CA
- Historic Property Survey for the City of Whittier, Los Angeles County, CA
- Archaeological Investigations and Resource Evaluations for the Proposed Cajon Pipeline, San Bernardino and Los Angeles Counties, CA
- Archaeological Class I Investigations, Proposed Mojave Pipeline, San Bernardino County, CA
- Cultural Resources Investigations (Phases I, II, III, and Mitigation Monitoring) for the RIX/SARI Projects, Santa Ana Watershed Project Authority (SAWPA), San Bernardino and Riverside Counties, CA
- Phase I, II, and III Archaeological Investigations for the County Sanitation Districts of Los Angeles County, Puente Hills Landfill Solid Waste Management Facility Expansion Project, Whittier, CA
- Archaeological Mitigation Program, Phoenix Indian School Track Site Project. Arizona State University Office of Cultural Resource Management and the Bureau of Indian Affairs, Phoenix, AZ
- Archaeological and Testing Program for the Hidden Valley Golf Course and Van Buren Golf Course Properties, Riverside County, CA
- Cultural Resources Overview Studies for the Annexation of Unincorporated County Lands to the City of Ontario, CA
- Historic Property Survey Reports: Warner Bros. Main Lot Ranch Lot Properties, Burbank, CA
- Historic Archaeological Investigations for L.A. County Sheriff's Facility, Lancaster, CA.

RICHARD S. SHEPARD, RPA

Richard Shepard Archaeological Services
9280 Santa Fe Springs Road
Santa Fe Springs, CA 90670-2618
(909) 815-5078
(909) 801-2622 Fax
sbepardconsulting@verizon.net

Mr. Shepard specializes in Cultural Resource Management (CRM) under CEQA and NEPA. During more than 16 years of professional experience, he has managed, directed, or contributed to archaeological and other CRM projects in many areas of northern, central, and southern California. He is skilled in a wide range of field and administrative tasks fundamental to CRM, and has prepared more than 100 technical reports for clients in Archaeological Resource Management Report (ARMR) and/or Caltrans format. Mr. Shepard is a Registered Professional Archaeologist (RPA) qualified under Secretary of the Interior standards.

Education

M.A., Archaeology, University of California, Los Angeles, Institute of Archaeology, 1997
Graduate Studies (Anthropology), California State University, Long Beach, 1993-94
Extension Studies (Archaeology), University of California, Los Angeles, 1991-93
B.A., Journalism, California State University, Fresno, 1979

Professional History

Shepard Archaeological Services (Santa Fe Springs): Consulting Archaeologist, 2005-present
BonTerra Consulting (Costa Mesa): Managing Archaeologist, 2002-2005
Chambers Group, Inc. (Irvine): Senior Archaeologist, 1999-2002
McKenna et al. (Whittier): Field Director, 1994-1999
Archaeological Resource Management Corp. (Santa Ana): Field Archaeologist, 1994

Registrations, Certifications, and Affiliations

Register of Professional Archaeologists (RPA), #12069, 2001
County of Orange HBP Certification, 2002; updated 2007
County of Riverside TLMA Certification, 2002; renewed 2007, 2009
County of San Diego DPLU Certification, 2002
Society for American Archaeology (SM)
Society for California Archaeology (SCA)
Society for Historical Archaeology (SHA)
Archaeological Conservancy

Previous railroad safety certifications with Union Pacific (UPRR), Burlington Northern & Santa Fe (BNSF), and Metrolink (Southern California Regional Rail Authority [SCRRA])



Ashley Betters

P.O. Box 6911
Fullerton, CA 92834
949.439.6919
abetters@gmail.com

EDUCATION

- + Bachelor of Arts in Anthropology, California State University Fullerton, Fullerton, CA, 2013
- + Associate of Arts in Social and Behavioral Science, Irvine Valley College, Irvine, CA, 2010

SPECIAL SKILLS

- + General Archaeology excavation techniques.
- + Project Design and management.
- + Synthesis - project report preparation and written communication.
- + Data Collection - field surveys and research.
- + Data Analysis - spreadsheet management and statistics (SPSS).

EXPERIENCE

Student, Cumidava Archaeological Research Project, Rasnov, Romania (7/2014 - 8/2014)

- + Project Director: Darren Poltorak.
- + Completed excavation forms to document field methods and findings.
- + Assembled and operated dumpy level and line level to measure depth.
- + Washed, photographed, and collected data on artifacts regarding material, size, function, shape, and decoration.
- + Generated hand-drawn maps of excavation units.

Research Intern, National Museum of Animals & Society, Los Angeles, CA (10/2013 - 12/2013)

- + Conducted research on homelessness and the human-animal bond.
- + Created content for the exhibit and its accompanying website and blog.
- + Drafted letters to create funding opportunities and promote the exhibit.
- + Constructed and transcribed interview material.
- + Prepared and operated various events for homeless people and animals.

Intern, California State University Fullerton, Fullerton, CA (1/2013 - 12/2013)

- + Sought to improve access to food resources for low-income families and individuals.
- + Produced and distributed surveys to people receiving supplemental food aid.
- + Created databases, analyzed information, and presented results to superiors.
- + Compiled a free cookbook of low-cost, healthy meals with emphasis on home-grown produce.
- + Lead fundraisers to support an animal rehabilitation center, and a local homeless shelter

Student, Mojave Desert Quarries Project, Fullerton, CA (6/2012 - 7/2012)

- + Project Director: Dr. Edward Knell.
- + Participated in a pedestrian survey and lithic recording.
- + Input recorded lithic information into database.

VOLUNTEER EXPERIENCE

Excavator, The Page Museum at the La Brea Tar Pits, Los Angeles, CA (10/2014-Present)

- + Assisting in uncovering ice age flora and fauna as part of an ongoing salvage project.

AWARDS & PUBLICATIONS

- + "Negative Impact of Agriculture on the Human Species" published in The Anthropology Department Student Journal - Spring 2013
- + Meritorious Service Award In Recognition of Outstanding Service to the Profession of Anthropology & to the Community - Spring 2013
- + Meritorious Service Award In Recognition of Outstanding Service to the Department of Anthropology - Spring 2013
- + The Chi Psi Phi Chapter of the National Residence Hall's Honorary Award for Outstanding Academic Achievement - Spring 2012

Ruben Ramirez

Research Biologist



Summary of Qualifications

Mr. Ramirez has experience conducting focused habitat assessments, surveys and natural history research for federal and state listed flora and fauna for over 20 years throughout California. Research studies include arroyo toad upland habitat radio tracking and movement pattern characterization, population monitoring for the San Bernardino kangaroo rat and Pacific pocket mouse, and population, post-fire studies, nest monitoring for the coastal California gnatcatcher.

As Owner/Research Biologist for Cadre Environmental for 14 years, Mr. Ramirez is responsible for all aspects of the business. These responsibilities include business development, client/agency interaction and coordination, project initiation and research, documentation, and mapping. In addition to conducting sensitive species research, Mr. Ramirez is also responsible for developing Geographic Information System (GIS) databases including creation, database development, and map production.

Mr. Ramirez also served as a member of the Los Angeles County Significant Ecological Areas Technical Advisory Committee (SEATAC) from 2004-2006.

Selected Project Experience

- Santa Clara River Watershed Amphibian Macroinvertebrate Bioassessment Project, Los Angeles & Ventura Counties
- Lower Piru Creek Herpetological Monitoring Plan, UWCD FERC No. 2153 – Article 404
- Belle Terre, County of Riverside
- Pechanga Indian Reservation, County of Riverside
- University Highlands, County of Riverside
- Santa Rosa Academy, City of Murrieta
- MSHCP Reserve Design, City of Hemet
- Gnatcatcher Post-Fire Research – CPMCB
- Arroyo Toad Upland Habitat Research – RMV
- Biological Monitoring – Caltrans District 11
- Ramona Band of Cahuilla Indians, County of Riverside
- Shearwater Creek, City of Temecula
- Arbor Vista, City of Temecula
- Wilson Creek Business Park, City of Yucaipa
- Lamb Canyon Landfill, County of Riverside
- Center for Natural Lands Management, County of Riverside
- Dripping Springs, County of Riverside

Education

M.S., California State Polytechnic University, Pomona Biological Sciences, 2000

B.A., California State University, Fullerton Biological Sciences, 1993

Registration/ Certifications

United States Fish and Wildlife Service Endangered and Threatened Wildlife Species Permit 780566-13.

Coastal California Gnatcatcher

Pacific Pocket Mouse

San Bernardino Kangaroo Rat

Arroyo Toad

California Red-legged Frog

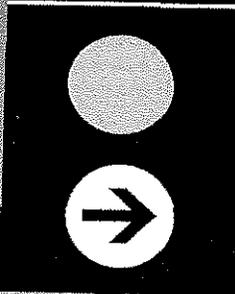
California Department of Fish and Wildlife General Scientific Collecting Permit

County of Riverside - Approved Biological Consultant. 2004.

County of San Bernardino - Approved Biological Consultant. 2004.

Marine Corps Base Camp Pendleton Approved Biological Monitor. 2016.

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NO PARKING

LOS ANGELES

700 South Flower Street, Suite 600, Los Angeles, CA 90017
213.623.1443

ORANGE COUNTY (CORPORATE)

3 MacArthur Place, Suite 1100, Santa Ana, CA 92707
714.966.9220 | 714.966.9221 (f)

ADDITIONAL OFFICES IN:

Northern California | Inland Empire | San Diego

PLACEWORKS.COM

ATTACHMENT "A2"

COST PROPOSAL

AGENDA REPORT

NOV 09 2016

Date: November 9, 2016

To: Honorable Mayor and City Council

From: John Davidson, City Manager

Issue: Authorize City Manager to Execute a Professional Service Agreement with Royal Coaches Auto Body and Towing and Jan's Towing Inc., for Towing Services

City Manager's Recommendation:

Adopt Resolution No. 2016-70-2884 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH ROYAL COACHES AUTO BODY AND TOWING AND JAN'S TOWING INC., FOR TOW TRUCK SERVICES," waiving further reading;

Analysis:

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

Currently, two tow companies provide tow service to Irwindale and do so on a rotational basis which equally divides tow requests between the two companies. The agreement with the two existing companies was established in 2012 and expired on November 2, 2016. We currently operate on a month to month agreement with our tow service providers until the new contract is in place.

On August 24, 2016, at the regular City Council Meeting, the Irwindale City Council approved the authorization to solicit formal bids by way of Requests for Proposals (RFP) for towing services in accordance with Section 3.44.090 of the Irwindale Municipal Code.

The formal bid process was announced and opened on October 3, 2016, and was published in the San Gabriel Valley Tribune and on the city's webpage through our City Clerk's Office. The final submission date for completed proposals was October 20, 2016 at 6:00pm – five companies responded to the request.

The RFP required detailed information on personnel, equipment, processes, experience, company profile, liability and the ability to meet various state regulations and training.

Selection Process:

A professional panel was assembled to review and critique each proposal. The panel consisted of Sergeant John Fraijo, Finance Analyst Megan Zepeda and Management Analyst Elizabeth Rodriguez. The proposals were carefully evaluated based on the needs of the city, scope of work, response time, customer service, expertise, references, and quality. The panel also evaluated each company on their experience working with other law enforcement agencies and if they have adequate equipment and personnel to provide a quality service to our residents.

A snapshot of each company below;

Company	Date Formed	Miles from PD	Tow Truck Class	Agency Count
Royal Coaches	1996	2.3	A B C D	5
SGV Tow	2013	1.3	A	1
Hadley	2000	7.1	A B C D	3
Navarro's	1995	1.6	A B C D	4
Jan's	1988	1.1	A B C D	6

Each proposer was invited to do a presentation and was personally interviewed on November 1, 2016. The panel scored the companies accordingly using a scoring system of 1 to 7 (lowest to high) in specific areas.

After careful consideration and review, Royal Coaches Auto Body and Towing and Jan's Towing Inc., scored the highest and were chosen as the most responsive to the city's needs by the professional panel. These companies excelled in the areas of equipment, service delivery, locality, and most importantly, the customer experience.

Royal Coaches Auto Body and Towing and Jan's Towing Inc., demonstrated a high regard in areas of employee training, response time, variety of fleet, and overall service to our community.

Discussion:

It is recommended that a Professional Services Agreement for Tow Services be awarded to Royal Coaches Auto Body and Towing and Jan's Towing Inc., who were selected as a result of the review process. It is anticipated that the new agreement will begin January 2, 2017.

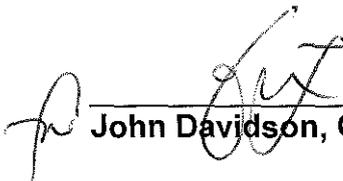
Fiscal Impact:

The Professional Service Agreement establishes a three year contract with the option to renew on a year-by-year basis for a maximum three additional one year periods. It requires a Franchise Fee to be assessed and paid by the selected companies in the amount of 30% of annual gross receipts and 10% of annual receipts for lien sales. The fee is paid quarterly for the term of the contract and is the same fee schedule established in previous tow contracts.

Fiscal Impact:  (Initial of CFO)

Legal Impact: *Approved Electronically on 11/3/16* (Initial of Legal Counsel)

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



John Davidson, City Manager

Attachments:
Tow RFP
Professional Service Agreement

RESOLUTION NO. 2016-70-2884

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE
AGREEMENT WITH ROYAL COACHES AUTO BODY AND TOWING AND JAN'S TOWING
INC., FOR TOW SERVICES**

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

WHEREAS, On October 3, 2016, the City of Irwindale issued a Request For Proposals for official towing and storage service of vehicles (RFP); and

WHEREAS, Five tow companies responded to the request and were interviewed by a professional panel on November 1, 2016; and

WHEREAS, The professional panel evaluated each company based on the needs of the city, scope of work, response time, customer service, expertise, references, and quality; and

WHEREAS, After careful consideration and review, Royal Coaches Auto Body and Towing and Jan's Towing Inc., scored the highest and were chosen as the most responsive to the city's needs by the professional panel.

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

SECTION 1. That it would be in the best interest of the City to execute a Professional Service Agreement with Royal Coaches Auto Body and Towing and Jan's Towing Inc.

SECTION 2. The Professional Service Agreement will establish a three year contract with the option to renew on a year-by-year basis for a maximum three additional one year periods. It will require a Franchise Fee to be assessed and paid by the selected companies in the amount of 30% of annual gross receipts and 10% of annual receipts for lien sales.

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 9th day of November, 2016.

Mark A. Breceda, Mayor

ATTEST:

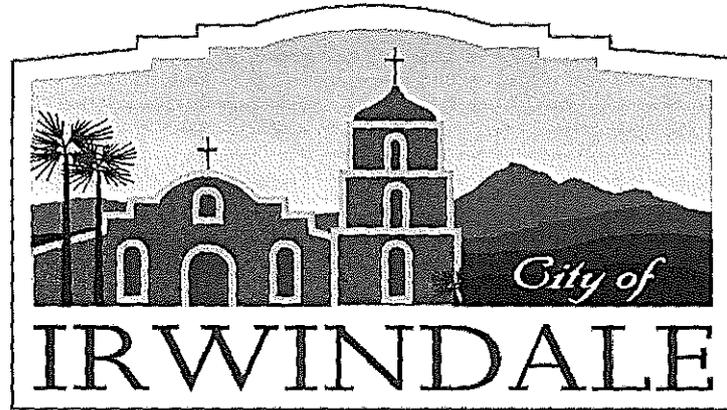
Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-70-2884 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 9th day of November 2016, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSTAIN: Councilmembers:
ABSENT: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk



City of Irwindale Police Department

**Request for Proposals for:
Franchise Agreement(s) for
Tow Truck Services**

Dear Proposers:

The City of Irwindale (hereinafter referred to as the "City") is requesting proposals from a qualified public entity and/or private firm to establish a contract for Towing Services of the City of Irwindale Police Department, either through an exclusive or non-exclusive basis. The contract term will be for the period of three (3) years beginning at the signing of an Agreement with the option to renew on a year by year basis for a maximum of three (3) additional one (1) year periods.

This contract is intended to include all labor, tools, equipment, materials and supervision necessary to provide for a safe, efficient towing and vehicle storage operation in accordance with all Federal and State guidelines currently in force and any future requirements throughout the term of the contract.

BACKGROUND AND SCOPE OF SERVICES

The City of Irwindale Police Department is a full service law enforcement agency in accordance with all applicable state, federal and local laws. On occasion, there is a need to tow, impound, store and recover vehicles that are involved in crimes, traffic accidents or that are being operated in a manner that violates applicable laws.

On average the City of Irwindale Police Department tows approximately 500 vehicles per year. Currently the department utilizes a non-exclusive tow agreement and rotates tow calls for service between two qualified tow vendors. It is our desire to continue a non-exclusive tow and vehicle storage agreement (rotation) with two (2) qualified tow vendors. However, the City retains the right, in its sole and absolute discretion, to select one (1) qualified operator to provide the services sought in this Request for Proposals ("RFP") on an exclusive basis or more than two (2) qualified operators to provide the services on a non-exclusive basis.

Interested and qualified tow vendors are invited to respond and complete the attached Proposal Forms for Franchise Agreement for tow truck services for the City of Irwindale. The following is a list of minimum requirements that interested contractors must address in any proposal(s) to provide the City with police towing and storage services:

- Towing of vehicles where the owner / driver of the vehicle is unavailable.
- Towing of vehicles incapacitated through collision.
- Towing of City-owned vehicles (cars, trucks, tractors, trailers, sweepers, and equipment, etc.) at no charge to the City.
- Towing of abandoned vehicles.
- Towing and storage of vehicles in order to preserve evidence.
- All tow trucks shall meet the California Highway Patrol requirements relating to tow trucks and the California Vehicle Code standards for design, equipment, and safety for the driver, operator, and public.

- Operators shall maintain all CHP certifications and approvals throughout the term of this Agreement as required to maintain a rotation tow listing with the CHP in the Los Angeles region.

The successful proposing contractor shall provide for roadside assistance to disabled, City-owned vehicles during nights, weekends, and holidays, and when City mechanics are unable to respond. This service shall include changing flat tires, and jump starting vehicles with dead batteries. In general this service shall be required regardless of location within the Southern California area and shall be provided to the City at no charge.

The City has established a Franchise Fee to be assessed and paid by the selected qualified tow vendors in the amount of 30% of Operators annual "gross receipts" and 10% of annual receipts for lien sales. The fees are paid (due) to the city quarterly for the term of the contract.

SELECTION PROCEDURE

This RFP will be governed by the following schedule:

Proposal Submission Deadline	October 20, 2016 at 6:00pm
Proposal Evaluations	Oct. 24 - 26, 2016
Interviews with Prospective Proposers (if needed)	November 1, 2016
Recommendation to City Council	Nov. 23, 2016
Contract Begins Approximately	Jan. 2, 2017

The City reserves the right, in its sole and unfettered discretion, to reject any or all proposals, to waive any irregularities in proposals accepted, and to award a contract services agreement to the proposer deemed to be in the best interest of the City.

Contractors with local government and public safety experience are preferred. Local contractors maintaining a local storage yard for the convenience and efficiency of vehicle impound and storage.

**Proposal for Franchise Agreement for
Tow Truck Services for
The City of Irwindale Police Department**

Date: _____, 2016

Proposer: _____
(Print Name of Business)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ FAX: _____

Contact Name: _____

TO THE CITY OF IRWINDALE, CALIFORNIA:

In response to the RFP by the City of Irwindale ("City"), the undersigned person or entity ("Proposer") now submits this proposal, with the accompanying forms and attachments.

1. In submitting this proposal, Proposer certifies that:
 - A. Proposer has thoroughly read, examined, and fully understands the following documents:
 - (1) The RFP's provisions; and,
 - (2) All terms, conditions, requirements, specifications, and minimum performance standards; and
 - (3) The attached form contract for Franchise Towing Services ("Franchise Agreement") attached hereto as Exhibit A, which contract will be the contractual basis for such services, and the terms of which are incorporated into this RFP by this reference.
 - B. Proposer understands and accepts all of the terms and conditions set forth in the documents listed in Section 1(A);
 - C. Proposer has carefully checked all words, figures and statements made in proposal;

- D. Proposer's documents and information submitted in response to the City's RFP are complete and accurate;
- E. Proposer has fully considered all other matters that may affect, in any way, Proposer's services or costs;
- F. Proposer offers to fully perform all of the duties and obligations specified in the documents in exchange for the consideration described in the documents;
- G. Proposer agrees that the City is not liable or responsible for any costs, fees or expenses that Proposer incurs for any one or more of the following:
 - (1) Responding to this RFP;
 - (2) Anticipating or preparing for an award of a tow contract;
 - (3) Obtaining any equipment, personnel facilities or other items to comply with the Documents' provisions; or,
 - (4) Performing the services under the Franchise Agreement.
- H. Within seven (7) calendar days after City issues the Notice of Intent to Award the Franchise Agreement for Tow Truck Services, or within any extension that City may allow, Proposer agrees to:
 - (1) Sign and deliver the Franchise Agreement, along with any required attachments; and,
 - (2) Furnish all required proofs of insurance.
- I. At its expense, Proposer agrees to indemnify, defend and hold harmless the City, its directors, officials, officers, employees, agents, and designated volunteers from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs and expenses (including attorneys' fees, litigation, arbitration, mediation and appeal expenses) if a dispute, lawsuit or other proceeding arises out of any one or more of the following:
 - (1) Proposer's submitting the proposal;
 - (2) City accepting Proposer's proposal; or,
 - (3) City awarding a contract to Proposer in compliance with this RFP; or
 - (4) Proposer's performance under the Franchise Agreement if awarded.
- J. The City requires that submitted proposals be organized and presented in a neat and logical format relevant to the services being proposed. Proposer's proposals shall be clear, accurate, and comprehensive.

PROPOSER'S QUALIFICATIONS STATEMENT

All responses must be typewritten or printed legibly in ink. When additional space is needed to explain an answer, attach sheets as necessary. Failure to (1) complete this form, (2) return it, or (3) attach a required document may render the Proposal non-responsive.

1. BUSINESS ORGANIZATION / STRUCTURE

1.1 Your firm is a:

- Corporation Sole Proprietorship Other: _____
 Limited Liability Company General or Limited Partnership

1.2 If your firm is a corporation, answer the following:

1.2.1 Date of incorporation: _____

1.2.2 State of incorporation: _____

1.2.3 Corporate ID number: _____

1.2.4 President's name: _____

1.2.5 Vice President's name: _____

1.2.6 Secretary's name: _____

1.2.7 Treasurer's name: _____

1.2.8 Agent for Service of Process: _____

1.2.9 Agent's Address: _____

1.2.10 Is your firm a publicly traded corporation?

- Yes No

1.3 If your firm is a limited liability company, answer the following:

1.3.1 Date of formation: _____

1.3.2 State of formation: _____

1.3.3 Secretary of State's File or ID number: _____

1.3.4 Chief Executive Officer's name: _____

1.3.5 Name of Manger(s): _____

1.3.6 Agent for Service of Process: _____

1.3.7 Agent's Address: _____

1.4 If your firm is a partnership, answer the following:

1.4.1 Date of formation: _____

1.4.2 Type of partnership (General, Limited, LLP): _____

1.4.3 Secretary of State's Registration or ID number: _____

1.4.4 List the name of the General Partner(s) and any individual who has any equity interest in the partnership:

1.4.5 List jurisdictions in which your firm's fictitious name (dba) is filed:

1.5 If your firm is individually owned (a sole proprietorship), answer the following:

1.5.1 Date your firm started: _____

1.5.2 Name of owner: _____

1.5.3 List jurisdictions in which your firm's fictitious name (dba) is filed:

2. OWNERSHIP AND NAME CHANGES

2.1 How many years has your firm been in business under its present name?

2.2 In the past five years, has your firm changed names? Yes No

If **yes**, list all prior names, addresses and the dates they were used. Explain the reason for each name change:

2.2.1 Prior name: _____

2.2.2 Address: _____

2.2.3 Reason name changed: _____

2.2.4 Starting / ending dates of prior name: _____ / _____

2.2.5 Prior name: _____

2.2.6 Address: _____

2.2.7 Reason name changed: _____

2.2.8 Starting / ending dates of prior name: _____ / _____

3. LICENSING AND CHP CERTIFICATION

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

3.1 Are any of your firm's licenses held in the name of a corporation or partnership?

Yes No

If **Yes**, list below the name of the corporation or partnership that actually holds the license:

3.1.1 Corporation or partnership name: _____

3.2 List jurisdictions in which your firm is legally qualified to do business, provide license or registration number, and set forth the type of license. Attach additional sheets as necessary.

3.2.1 Jurisdiction: _____

3.2.2 License or registration number: _____

3.2.3 Type of license: _____

3.2.4 Jurisdiction: _____

3.2.5 License or registration number: _____

3.2.6 Type of license: _____

3.2.7 Jurisdiction: _____

3.2.8 License or registration number: _____

3.2.9 Type of license: _____

3.3 In the past seven years, has your firm or any of its owners, partners, officers or employees been investigated, cited, assessed any penalties, subjected to disciplinary action by a licensing agency or found to have violated any licensing laws or regulations?

Yes No

If **Yes**, identify the licensing agency, type of license, date and reason for the disciplinary action. Attach additional sheets as necessary.

3.3.1 Licensing Agency: _____

3.3.2 Type of license: _____

- 3.3.3 Date of disciplinary action: _____
- 3.3.4 Reason for disciplinary action: _____
- 3.3.5 Licensing Agency: _____
- 3.3.6 Type of license: _____
- 3.3.7 Date of disciplinary action: _____
- 3.3.8 Reason for disciplinary action: _____
- 3.3.9 Licensing Agency: _____
- 3.3.10 Type of license: _____
- 3.3.11 Date of disciplinary action: _____
- 3.3.12 Reason for disciplinary action: _____

3.4 All tow trucks shall meet the California Highway Patrol (CHP) requirements relating to Tow Trucks and the California Vehicle Code standards for design, equipment, and safety for the driver, operator, and public. Proof of certification by CHP must be submitted with the proposal.

3.4.1 Attach CHP certification to your firm’s proposal at Section 19 hereof, including your firm’s latest “Tow Service Agreement, 2016-2017” with the CHP for the relevant region.

4. EXPERIENCE AND PERFORMANCE HISTORY

For the following questions, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.

- 4.1 How many years has your firm been in business as a Tow Service? _____
- 4.2 In the past five years, has any of your firm’s owners, partners, or officers operated a similar towing business?
 - Yes No

If **Yes**, list the business’ name and address and the person who operated the business. Attach additional sheets as necessary.

4.2.1 Tow business name: _____

4.2.2 Address: _____

4.2.3 Name of your firm's owner, partner or officer who operated other towing business: _____

4.2.4 Starting / ending dates of ownership: _____ / _____

4.2.5 Tow business name: _____

4.2.6 Address: _____

4.2.7 Name of your firm's owner, partner or officer who operated other towing business: _____

4.2.8 Starting / ending dates of ownership: _____ / _____

4.3 Does your firm currently dismantle vehicles or have a salvage operation?

Yes No

4.4 Does your firm currently own or operate any other business?

Yes No

If yes, list the business' name and address and the person who operates the business. Attach additional sheets as necessary.

4.4.1 Business name: _____

4.4.2 Address: _____

4.4.3 Person's name who operates business: _____

4.4.4 Description of business: _____

4.4.5 Business name: _____

4.4.6 Address: _____

4.4.7 Person's name who operates business: _____

4.4.8 Description of business: _____

4.5 List the government entities for which your firm has performed towing, storage, lien sale services, whether or not under contract or as an Official Police Tow Service. Provide the name and telephone number of the person within the

government entity who is most familiar with your performance of the services (i.e., "Contact Person"). Attach additional sheets as necessary.

4.5.1 Government entity's name: _____

4.5.2 Services that your firm provided: _____

4.5.3 Starting / ending dates of services: _____ / _____

4.5.4 Was your firm:

Selected by a bid or RFP? Yes No

Under a contract or agreement? Yes No

4.5.5 Contact Person: _____ Phone: _____

4.5.6 Government entity's name: _____

4.5.7 Services that your firm provided: _____

4.5.8 Starting / ending dates of services: _____ / _____

4.5.9 Was your firm:

Selected by a bid or RFP? Yes No

Under a contract or agreement? Yes No

4.5.10 Contact Person: _____ Phone: _____

4.5.11 Government entity's name: _____

4.5.12 Services that your firm provided: _____

4.5.13 Starting / ending dates of services: _____ / _____

4.5.14 Was your firm:

Selected by a bid or RFP? Yes No

Under a contract or agreement? Yes No

4.5.15 Contact Person: _____ Phone: _____

- 4.6 Describe your firm's lien-sale experience in terms of knowledge and procedures used in the processing and disposing of vehicles in accordance with California's laws. Attach additional sheets as necessary.

5. FACILITIES

- 5.1 List the address where the facilities will be located, and attach photographs depicting each one of the areas and facilities listed in (a) through (f) below.

For this RFP please submit:

- (a) Up to 3 photos of the: Business office
- (b) Up to 3 photos of the: Customer waiting area
- (c) Up to 3 photos of the: Secure area for police hold vehicles
- (d) Up to 3 photos of the: Primary storage lot
- (e) Up to 3 photos of the: Secondary storage lot
- (f) Up to 3 photos of the: Disposal lot

PRIMARY STORAGE LOT AND BUSINESS OFFICE ADDRESS

The successful contractor shall provide facilities for long and short term storage of motor vehicles in a secured storage facility located within one (1) mile of the City's geographic boundaries. The storage facility shall satisfy the requirements for security and storage capacity.

5.1.1 Business office: _____

5.1.2 Primary vehicle storage lot: _____

5.1.3 Secure area for police hold vehicles: _____

5.1.4 Secondary vehicle storage lot: _____

5.1.5 Disposal / salvage vehicle lot: _____

SECONDARY STORAGE LOT AND BUSINESS OFFICE ADDRESS

5.1.6 Business office: _____

5.1.7 Primary vehicle storage lot: _____

5.1.8 Secure area for police hold vehicles: _____

5.1.9 Secondary vehicle storage lot: _____

5.1.10 Disposal / salvage vehicle lot: _____

6. EQUIPMENT

6.1 For each piece of towing equipment below, (1) list the requested information; and, (2) attach a photograph of each tow unit:

	Year of Manufacture	Make
FLATBED CARRIER:	_____	_____
	_____	_____
	_____	_____
	_____	_____
CLASS A TOW:	_____	_____
	_____	_____
	_____	_____
	_____	_____
CLASS B TOW:	_____	_____
	_____	_____

CLASS C TOW:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Year of
Manufacture**

Make

CLASS D TOW:

_____	_____
_____	_____
_____	_____
_____	_____

6.2 Does your firm lease, loan or rent its tow units to any other towing firm?

Yes No

If **Yes**, identify the person or company to whom your firm leases, loans or rents its tow units and describe the details of your firm's lease, loan or rental arrangement with the other person or company. Attach additional sheets as necessary.

6.3 If your firm does not have "Heavy Duty" or "Super Heavy Duty" (i.e., Class C or Class D) tow trucks, (1) identify the subcontractors(s) whom your firm will use, (2) attach a photograph of each tow truck, and (3) list the equipment:

6.3.1 Subcontractor's Name: _____

6.3.2 Address where tow units are kept: _____

6.3.3 Contact Person: _____ Phone: _____

	Year of Manufacture	Make
CLASS C TOW:	_____	_____
	_____	_____
	_____	_____

	Year of Manufacture	Make
CLASS D TOW:	_____	_____
	_____	_____
	_____	_____
	_____	_____

6.3.4 Subcontractor's Name: _____

6.3.5 Address where tow units are kept: _____

6.3.6 Contact Person: _____ Phone: _____

	Year of Manufacture	Make
CLASS C TOW:	_____	_____
	_____	_____
	_____	_____
	_____	_____

CLASS D TOW:

_____	_____
_____	_____
_____	_____
_____	_____

7. PERSONNEL

7.1 At present, how many people (whether paid or unpaid) work at your firm?

7.2 Does your firm have an agreement or an arrangement with any other towing firm to loan or share your firm's employees?

Yes No

7.3 For each employee whose function is described below, (1) list the requested information, (2) attach the person's resume and (3) attach a current photo:

Name (Last, First, Middle)	Date Last Trained	Date of Hire	Driver's License #
-------------------------------	----------------------	-----------------	-----------------------

DISPATCHER:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOW TRUCK
DRIVER:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name (Last, First, Middle)	Date Last Trained	Date of Hire	Driver's License #
-------------------------------	----------------------	-----------------	-----------------------

LIEN-SALE:

SECURITY:

VEHICLE
STORAGE:

RELEASE OF
VEHICLES:

Name (Last, First, Middle)	Date Last Trained	Date of Hire	Driver's License #
-------------------------------	----------------------	-----------------	-----------------------

RELEASE OF
VEHICLES:
(cont.)

CUSTOMER
SERVICE:

OFFICE
SUPPORT:

EMERGENCY
OR AFTER-
HOURS:

Name (Last, First, Middle)	Date Last Trained	Date of Hire	Driver's License #
-------------------------------	----------------------	-----------------	-----------------------

EMERGENCY
OR AFTER-
HOURS:
(cont.)

OTHER
PERSONNEL:

8. **EMPLOYEE SAFETY AND TRAINING**

8.1 Does your firm have a written Injury and Illness Prevention Program ("IIPP") that complies with California's Code of Regulations, Title 8, Section 3203, or any other written policy manual for your employees' safety?

Yes No

8.2 Does your firm have a written policy for handling, transporting and disposing of hazardous materials?

Yes No

8.3 Does your firm have a training program for new employees?

Yes No

8.4 Does your firm have annual or biennial training for its tow unit operators?

Yes No

8.5 In the past five years, has your firm's employees suffered any work-related fatalities?

Yes No

If **Yes**, list the date; describe the facts and circumstances about each instance; identify any governmental entity that issued a citation or notice of violation; list the date, court and case number of any criminal action or civil suit arising out of each instance; and set forth the status, outcome or disposition of the citation, notice of violation, criminal action or civil suit. Attach additional sheets as necessary.

9. SECURITY AND SAFEKEEPING

9.1 The RFP and the Contract require that the Proposer provide a safe and secure: Business Office, Primary Storage Lot, Secondary Storage Lot and Police Hold Vehicles Storage Area. Please place an "X" below for each security device or measure in operation for each location:

	Business Office	Primary Storage Lot	Secondary Storage Lot	Police Hold Vehicle Storage Area
SURVEILLANCE CAMERA:	_____	_____	_____	_____
ALARM SYSTEM:	_____	_____	_____	_____
FLOOD LIGHTS:	_____	_____	_____	_____
PERIMETER FENCE OR WALL:	_____	_____	_____	_____
LOCK AND KEY:	_____	_____	_____	_____
GUARD OR WATCH PERSON:	_____	_____	_____	_____
GUARD DOG:	_____	_____	_____	_____
DRIVE BY SECURITY COMPANY PATROL:	_____	_____	_____	_____

10. FINANCIAL RESOURCES AND RESPONSIBILITY

10.1 In the past seven years, has your firm or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

- Yes No

If **Yes**, list the filing date, identify the court and case number, describe the facts and circumstances giving rise to each instance and set forth the disposition or current status. Attach additional sheets as necessary.

10.2 In the past five years, has your firm had any consolidations, mergers, acquisitions, closings, layoffs, or staff reductions?

Yes No

If **Yes**, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

11. BID REJECTION AND CONTRACT TERMINATION

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

11.1 Has a government entity or a client ever rejected your firm's bid or proposal for services?

Yes No

If **Yes**, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

11.5 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract or the performance of a government contract? ("Convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere or a forfeiture of bail.)

Yes No

If **Yes**, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

12. BUSINESS INTEGRITY

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. The term "convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.

12.1 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted in a criminal action or found liable in a civil suit for making false claims(s) or material misrepresentations(s) to any government entity?

Yes No

If **Yes**, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the outcome or disposition. Attach additional sheets as necessary.

13. CLAIMS AND SUITS

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

- 13.1 In the past three years, has your firm or any of its owners, partners, officers or employees been a defendant in court on a matter related to:
 - 13.1.1 The performance, non-performance, default, or breach of a contract or agreement?
 Yes No
 - 13.1.2 A vehicle collision or other accident involving your firm's tow truck operator?
 Yes No
 - 13.1.3 Bodily injury or personal injury (libel, slander, false imprisonment) to a customer?
 Yes No
 - 13.1.4 Employment-related litigation brought by an employee of your firm?
 Yes No
 - 13.1.5 Payment to a subcontractor?
 Yes No

If the answer to any of the questions 13.1.1 to 13.1.5 above is **Yes**, identify the name of the person or entity that sued (i.e., "the plaintiff"); list the date, court and case number; describe the facts and circumstances giving rise to the lawsuit; and set forth the outcome or disposition. Attach additional sheets as necessary.

13.5.3 2012: _____

14. INSURANCE

14.1 A Proposer who is awarded a contract must maintain liability and workers' compensation insurance as indicated below, as more fully described in this RFP and the Contract. As part of this proposal, your firm must submit evidence of its current insurance coverage. This information will be used only for the purpose of determining whether the Proposer has insurance to perform the requested services. Contact your firm's insurance company or agent and request a "Certificate of Insurance" (an ACORD form or equivalent). Attach the certificate of insurance to this proposal.

NOTE: Do not add the City to your insurance policy or otherwise change your current policy or its coverage.

14.2. Please place an "X" below to indicate the type of insurance coverage that your firm now has and list the coverage amounts for each:

- _____ Commercial General Liability Coverage: _____
- _____ On-Hook Liability Coverage: _____
- _____ Business Automobile Liability Coverage: _____
- _____ Cargo Liability Coverage: _____
- _____ Garage Liability Coverage: _____
- _____ Uninsured Motorist/Bodily Injury Coverage: _____
- _____ Garagekeepers Liability Coverage: _____
- _____ Pollution Liability Coverage: _____
- _____ Workers' Compensation Liability Coverage: _____
- _____ Excess Liability or Umbrella Coverage: _____

14.3 If your firm is self-insured, identify the liability(s) listed above for which your firm insures itself and set forth the amount of the self-insured retention (SIR):

- Liability: _____ SIR amount: _____
- Liability: _____ SIR amount: _____
- Liability: _____ SIR amount: _____

16. PUBLIC RECORDS EXEMPT INFORMATION

Below, please identify (by a general description) all copyrighted material, trade secrets or other proprietary information (“protectable documents”) that Proposer has included in the proposal which Proposer believes should be exempt from disclosure under California’s Public Records Act, **Government Code Section 6250, et seq.** By listing the protectable documents below, Proposer agrees to indemnify, defend, and hold harmless the City, its directors, officials, officers, employees, agents, and designated volunteers from and against any action, claim, lawsuit, or proceeding, including costs and expenses (including attorneys’ fees or court orders to pay another party’s attorneys’ fees), arising out of or connected with the City’s refusal to disclose the protectable documents to any party making a request for those items. The City will treat any Proposer who fails to identify below protectable documents that Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

17. CREDIT AND REFERENCE CHECK

17.1 The City of Irwindale may: (1) request credit reports or investigative reports, or both, about your firm; and, (2) contact the reference, government entities and other persons listed in this proposal. The City of Irwindale will use this information to evaluate your firm’s financial resources, responsibility and integrity with respect to this proposal, an award of the Contract, or any contract

19. ATTACHMENTS

Certain sections of the Proposal Forms require photographs, insurance certificates, CHP certification, rate schedules, and further explanations if your firm answered "yes" to a question. For each attachment that is a part of this Proposal, please list and describe the attachment (e.g., "#3 photographs of our tow trucks" or "Explanation concerning questions 9.3-2 pages." If your firm has no attachments, write "None" on 19.1).

Our firm declares that the attachments listed below are added and are made a part of this Proposal in order to fully and accurately respond to the RFP:

- 19.1 _____
- 19.2 _____
- 19.3 _____
- 19.4 _____
- 19.5 _____
- 19.6 _____
- 19.7 _____
- 19.8 _____
- 19.9 _____
- 19.10 _____
- 19.11 _____
- 19.12 _____
- 19.13 _____
- 19.14 _____
- 19.15 _____
- 19.16 _____
- 19.17 _____

19.18	_____
19.19	_____
19.20	_____
19.21	_____
19.22	_____
19.23	_____
19.24	_____
19.25	_____
19.26	_____
19.27	_____
19.28	_____
19.29	_____
19.30	_____

20. **UNDER THE PENALTY OF PERJURY, PROPOSER CERTIFIES THAT:**

- A. This proposal is genuine, is not a sham or collusive, and is not made in the interest of or on behalf of any person, partnership, corporation, firm, organization or another entity not named or disclosed in the proposal;
- B. All facts and statements in the proposal are completely true, accurate and correct.
- C. By signing this proposal, each individual below represents and warrants that the individual:
 - (1) Has the right, power, legal capacity and authority not only to sign this Proposal on the Proposer's behalf, but also to bind the Proposer to this Proposal; and,
 - (2) Binds the Proposer to this proposal.

PROPOSER

By _____
Signature

Name _____
Printed

Its _____
Title

Address _____

Telephone _____

TOWING & STORAGE SERVICES AGREEMENT

THIS TOWING & STORAGE SERVICES AGREEMENT ("Agreement") is entered into as of _____, 2016, ("Effective Date"), by and between the City of Irwindale, a California municipal corporation ("City") and _____, a California corporation ("Operator" or "Franchisee") (collectively, the "Parties").

RECITALS

A. The City and Operator wish to enter into this Agreement for Operator to provide non-exclusive towing services and storage of vehicles as requested by the City of Irwindale Police Department ("IPD") on a rotational basis. As used herein, the IPD is subsumed under the City.

B. City has the authority under state and federal law to regulate tow franchises within its boundaries and to charge a reasonable fee to reimburse the City for the costs of administering such franchise and the regulations adopted pursuant.

C. Thus, this Agreement contains terms and conditions under which Operator agrees to participate in the City's rotational towing program. This Agreement supersedes all prior agreements between the parties. Operator agrees that City has the authority to enforce the terms and conditions set forth herein and to charge the fees as adopted by the City as set forth herein. Operator shall undertake its business in a manner consistent with current law, including California Vehicle Code Sections as may be amended (*see* Exhibit "A").

D. The term of the Agreement shall be from the Effective Date until three (3) years thereafter, with the option to renew on a year-by-year basis for a maximum of three (3) additional one (1) year periods. After the Effective Date hereof, the Operator shall pay City any and all franchise fees payable to the City at the rate set forth in this Agreement. The City shall issue an invoice to Operator within 15 days of the conclusion of each fiscal quarter following the Effective Date for the collection of all fees dues under this Agreement. Such amount shall be paid by Operator within seven (7) days of receiving the invoice. At the expiration of the term of this Agreement, City shall initiate a competitive proposal process by advertising a request for proposals for the award of new, non-exclusive towing service provider(s). Nothing herein shall limit Operator from the competitive process, excepting that Operator's default of, or poor performance under, this Agreement may be a basis for City to not award a further franchise to Operator.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants, promises, and undertakings hereafter contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. TOW SERVICES & TERM OF AGREEMENT.

A. Operator represents to City that it is qualified as a Class A, B, and C operator, as defined in Exhibit "B", and that its tow trucks meet the equipment specifications for that class of operation as set forth in Exhibit "B". As used in this Agreement, a "tow truck" is a vehicle as defined in Section 615 of the California Vehicle Code, as may be amended and also includes slide back carriers and wheel lift vehicles. Operator's performance of this Agreement shall be governed, unless otherwise provided herein, by the terms and conditions of that certain "Tow Service Agreement, 2016-2017," executed and issued by the State of California Department of California Highway Patrol to Operator (the "CHP Tow Service Requirements"), which terms and conditions are expressly incorporated into this Agreement and attached hereto at Exhibit "E".

1. If, during the term of this Agreement or during any extended term thereto, the California Highway Patrol ("CHP") changes the CHP Tow Service Requirements, Operator shall provide written notice to the City of said changes within thirty (30) days. If the Contract Administrator, in his/her sole discretion, approves of the changes to the CHP Tow Service Requirements, he/she may incorporate said changes into this Agreement by approving of the changes in writing. If, however, the changes to the CHP Tow Service Requirements materially alter the City's monetary or non-monetary obligations in this Agreement, or materially alter the scope or nature of the services provided hereunder, then the Contract Administrator shall present the changes to the City Council for review and approval.

2. Where the terms of this Agreement and the CHP Tow Service Requirements materially conflict such they are not susceptible to a harmonious interpretation, the following rules of interpretation shall apply: (i) more specific provisions shall govern over general provisions, (ii) provisions that set higher regulatory standards protective of the public health, safety and welfare shall govern over lesser regulatory standards; and (iii) the terms of this Agreement, or City-specific terms, shall prevail over the CHP Tow Requirements unless such interpretation would result in a violation of state law or applicable regulations.

B. During the entire term of this Agreement, or any extension(s) thereof, Operator shall be a signatory to, approved for, and in good standing with, the CHP Tow Services Requirements, as the same may be amended from time to time. No work or services under this Agreement shall commence until Operator has provided City with proof that it is a signatory to and in good standing with the CHP Tow Services Requirements.

- C. IPD shall request, on a rotational basis, towing and storage services from Operator and other tow operators holding towing franchises with the City as needed for all of City's vehicle towing and storage needs. It shall be Operator's responsibility to tow and store vehicles as requested by the IPD, including, but not limited to:
1. Vehicles impounded for evidence or taken into custody by the City;
 2. Vehicles involved in accidents or disabled for other causes (when alternative towing is either not appropriate or not requested by the owner or operator of the vehicle);
 3. Abandoned vehicles, including those towed in connection with the City's abandoned vehicle abatement program;
 4. Vehicles that are within the jurisdiction of the City, including City-owned vehicles up to One Hundred (100) miles round-trip beginning at the departure location of the tow truck;
 5. Operator shall further be responsible for the removal of debris resulting from accidents and the necessary work preliminary to towing, such as removal of vehicles from ditches, righting said vehicles, separating entangled vehicles, disconnecting drive shafts, and other such work as shall be required in connection with the towing operations. Operator shall not leave any tow site without cleaning the location sufficient to restore normal traffic patterns, except upon the written approval of the City or Officer-in-Charge.
 6. Operator shall perform all necessary work preliminary to towing vehicles such as removing vehicles from ditches, righting vehicles, separating entangled vehicles, disconnecting drive shafts, and other such work as shall be required to enable the towing of the vehicles.
 7. This Agreement does not cover tows at the request of the public in either emergency or non-emergency situations. However, an Operator who tows at the request of the public must charge fees according to the rates set forth in Exhibit "C" of this Agreement.
- D. If Operator fails to respond to a telephone call for service from the City for any reason, the City shall have the immediate and automatic right to contact an alternative tow truck operator holding a towing franchise with the City. A telephone call to Operator is deemed to occur where: (i) a City employee telephones Operator at the phone number (____) _____, and (ii) Operator responds to the call, or (iii) Operator fails to answer the phone, or is unable to respond, or is unable to perform the required towing service, or refuses to respond or provide service, or is canceled due to excessive response time. If it is determined that Operator is not needed and the request for service is canceled by the City (in its sole discretion), up to and including arrival at the scene, Operator shall not be entitled to charge for the request, as follows:

1. If Operator is canceled by the vehicle's owner or agent prior to Operator taking possession of the vehicle as defined in Section 3068.1 of the California Civil Code (when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun), Operator shall not charge for towing. Operator shall immediately contact the IPD and advise it of the cancellation.
 2. If any additional service, other than towing and recovery, commences and is canceled by the vehicle's owner or agent, Operator may charge a minimum of one-half of the regular hourly service charge for the time expended on the call (but not to exceed the CHP rates set forth in Exhibit "C" attached hereto). For purposes of cancellation, service begins when physically securing the vehicle has begun, not the response. No lien shall arise for the service unless Operator has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.
- E. Operator shall not attempt to take possession of any vehicle in order to establish a lien for any non-towing services performed, or begun and subsequently canceled, when not entitled to such lien as provided by California Civil Code Section 3068.1.
- F. The Police Chief or his designee (collectively, the "Contract Administrator"), may establish a policy that allows Operator to dispatch more than one tow truck to a multi-vehicle collision scene in response to a tow call.
- G. The IPD member present at the incident site who has scene management responsibilities ("IPD or Officer-in-Charge") may direct an Operator to move vehicles to help clear a roadway or for lifesaving operations. Operator shall provide the assistance as directed, at a maximum charge equal to Operator's standard charge for responding to a lock-out where no towing is required, as set forth at Exhibit "C".
- H. Operator shall maintain a business office and storage facility located within the established boundaries of the City and must be licensed in accordance with the Irwindale Municipal Code, Chapter 5.08 (as may be amended) entitled "License Fees and Taxes" (see particularly Irwindale Municipal Code § 5.08.120) and must comply with all other federal, State and local laws, ordinances and regulations.
- I. Operator represents to City that it has a minimum of five (5) years verifiable for-hire towing experience, or equivalent experience in providing emergency service in a dispatched twenty-four hour a day, seven day a week, emergency response service, as an owner or principal. Upon request by City, Operator shall provide City with written verification and evidence certifying ownership of a company performing for-hire towing experience.
- J. Operator shall retain an adequate number of trained and properly licensed (as required by Vehicle Code Section 12520) personnel assigned to perform the work described in this Agreement.

K. Operator shall be able to properly conduct a lien sale as outlined in Section 22851.1 of the Vehicle Code.

L. Term of Agreement:

1. The initial term of the Agreement shall be for a total period of three (3) years commencing on the Effective Date. City may, within its sole and absolute discretion, extend the term for three (3) one-year periods. Each extension must be approved by the IPD Contract Administrator. At the expiration of the term of this Agreement, or any extension thereof, City may initiate an open bidding process by advertising a request for proposals for the award of new, non-exclusive towing service provider(s). The bidding process shall be performed pursuant to the City's standard bidding procedures, with the City only awarding so many franchised towing service contracts for so long as needed by the City at the time; the City's towing needs shall be determined by the City in its sole discretion. Nothing herein shall limit Operator from the bidding process excepting that Operator's default of, or poor performance under, this Agreement may be a basis for City to not award a further franchise to Operator.
2. Throughout the term of this Agreement and for any contract made hereafter with Operator, any and all proposed adjustments increases fees, rates, and service charges must be approved by the City Council of Irwindale.

2. **TOW TRUCK CLASSIFICATIONS.**

A. Operator shall equip, repair and maintain all tow trucks covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code; Title 13 of the California Code of Regulations; the specifications contained in this Agreement including without limitation Exhibit "B", CHP Tow Service Requirements, and consistent with industry standards and practices.

1. Notwithstanding Vehicle Code Section 615, all tow trucks used by Operator shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this Agreement. For the purpose of this Agreement, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a tow truck for use under this Agreement.
2. Should Operator use a car carrier to perform services under this Agreement, the car carrier may be exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit.

B. Operator shall at all times comply with the Gross Vehicle Weight Rating ("GVWR"), front axle weight rating, rear axle weight rating, maximum tire weight ratings, not maintaining 50% of the tow truck's unladen weight on the front axle when lifting/carrying a load or safe loading requirements of all tow trucks.

C. There will be four classes of tow trucks covered under this Agreement. Operator shall maintain a minimum of three (3) tow trucks, and shall have at least one of each Class A, Class B and Class C tow trucks as described below. Operator shall have the right to subcontract with another tow truck operator for use of a Class D tow truck or other truck that meets the requirements set forth below in performing the services herein. In no case shall any tow truck be rated less than one ton capacity. The equipment specifications for each Class of tow truck are listed in Exhibit "B" of this Agreement.

1. Class A - Light Duty. Class A tow trucks shall have a manufacturer's GVWR of at least 10,000 pounds.
2. Class B - Medium Duty. Class B tow trucks shall have a GVWR of at least 19,501 pounds. The truck shall be capable of providing and maintaining continuous air to the towed vehicle; provided.
3. Class C - Heavy Duty. Class C tow trucks with three axles and a GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.
4. Class D - Super Heavy Duty. Class D tow trucks with three axles and a GVWR of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

D. To properly and safely tow and service the wide variety of vehicles being operated on the roads and highways within the City, a towing procedure may require the use of auxiliary equipment specifically designed for a specialized purpose. This auxiliary equipment should be used when appropriate. A listing of service and auxiliary equipment for each classification can be found in Exhibit "B" of this Agreement.

1. Operator must maintain an operable tow motor for moving vehicles in areas where towed vehicles are stored at Operator's premises.
2. Operator must maintain an inspection lift with a minimum 9,000 pound lift capacity.

3. TOW TRUCK DRIVERS.

A. Operator shall ensure that tow truck drivers ("Drivers") responding to calls initiated by the IPD are qualified and competent employees of Operator. Operator shall ensure that Drivers are trained and proficient in the use of the tow trucks and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles providing services under this Agreement. Drivers shall be at least 18 years old and possess the following minimum class driver license:

1. Class A tow truck - A valid Class C license, or a valid Class A license with valid medical certificate.
 2. Class B tow truck - A valid Class C license for non-regulated vehicles, or a valid Class A license with valid medical certificate for regulated vehicles pursuant to the Vehicle Code.
 3. Class C and D tow trucks - A valid Class A license with valid medical certificate.
- B. The Class A license must be endorsed to allow operation of special vehicle configurations and/or special cargoes as described in Exhibit "B" attached hereto and incorporated herein by reference.
- C. Operator shall maintain a current list of Drivers.
1. Operator shall maintain a current list of its Drivers available for inspection by the IPD upon implementation of this Agreement. Operator shall update the list upon any change in Driver status, including the addition of any new Driver(s), or the deletion of any Driver(s) and revocation or suspension of a driver's license.
 2. Operator shall, at a minimum, maintain the following information for each employee:
 - a. Full name.
 - b. Date of Birth.
 - c. California driver's license number and expiration date.
 - d. Copy of valid medical certificate (if required).
 - e. Job title/description.
 - f. Current home address.
 - g. Current home phone number.
 - h. Type(s) of truck(s) Driver has been trained and instructed to operate.
 - i. Certificate showing driver is trained and certified with California Tow Truck Association (CTTA), Towing & Recovery Association of America (TRAA), or Wreckmaster (private).
- D. Drivers must maintain a neat, clean, and professional appearance at all times. Drivers must wear a distinctive uniform with shirttails tucked into the waistband of their pants. Hair, beard, and mustache must be neatly trimmed.

4. **RATES CHARGEABLE TO VEHICLE OWNERS.**

- A. Rates charged to vehicle owners shall not exceed the maximum rate amounts for towing and impounds chargeable to vehicle owners as determined by the CHP for the Los Angeles County region, CHP tow district encompassing the City of Irwindale. As of the time this Agreement is effective, the CHP-approved rates are those contained in Exhibit "C" attached hereto and incorporated herein by this reference. If the CHP authorizes or amends new maximum rates for towing services, then the Parties may, amend or replace Exhibit "C" to be consistent with the CHP's rate structure, in accordance with the procedure set forth in Section 1.A.1. City shall not unreasonably deny or withhold its approval of any amendment to Exhibit "C" so long as they are consistent with CHP-approved rates.
- B. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when an operation involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway that required the use of auxiliary equipment due to the size or location of the vehicle occurs ("Vehicle Recovery Operations"), thereby requiring a larger class of tow truck. This will normally be limited to operations requiring a Class B, C, or D tow truck(s).
- C. Except as provided in Section 1.D, the rate of towing shall be computed beginning from the time of departure from the place of business or point of dispatch whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that is not part of normal operating procedures. (Examples: (i) 4x4 recovery in the mud; reasonable to charge for cleaning mud from truck and equipment; (ii) burned car on car carrier; reasonable to charge for cleaning burn debris from carrier bed; (iii) car towed from side of road on misty night and leaves mud track on bed of carrier; not reasonable to charge for cleaning of carrier bed.) ("Portal to Portal"). Time expended shall be charged at a rate not to exceed the authorized hourly rate. Time expended in excess of the minimums shall also be at the hourly rate in no more than one (1) minute increments. There shall be no additional charges, including without limitation, mileage or labor charges.
1. Operator may charge the registered vehicle owner up to a thirty (30) minute minimum per call for any service or tow which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of a IPD officer ("Base Service").
 2. Operator may charge the registered vehicle owner up to a one-(1)-hour minimum per call on public safety response calls, which means a response that results in the storage of a vehicle at the direction of a IPD officer and does not include storage at the request of the vehicle operator, registered owner, or agent.

3. Operator shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.

5. **OPERATOR RESPONSE TO CALLS.**

A. Responsive Service. Operator shall respond to IPD calls twenty-four (24) hours per day, seven (7) days per week, within the "Maximum Response Time" (the period of time from Operator's notification by IPD dispatch of a call to the arrival of the tow truck at the location requested). When Operator will be temporarily unavailable to provide services due to a preplanned or scheduled activity (e.g. vacations, maintenance, medical leave), Operator's representative shall notify the IPD Contract Administrator at least twenty-four (24) hours prior to the date that services will be unavailable, noting the times and dates of the unavailability. Operator shall respond with a tow truck of the class required to tow the vehicle specified by the IPD. Operator shall advise IPD dispatch, at the time of notification, if Operator is either unable to respond or unable to meet the maximum response time. If, after accepting the call, Operator is unable to respond or will be delayed in responding, Operator shall immediately notify the IPD dispatch. In such case, the IPD shall have the right to use an alternative tow operator holding a towing franchise to provide the services for such call.

1. Response Times: Operator shall respond to IPD calls for critical tow circumstances (e.g., traffic collisions, impounds, hazards, road blockages) within twenty (20) minutes from the time Operator receives the request to the time the tow vehicle arrives at the location from which the critical tow is to be made.

- a. Average Response Time. Operator's response to calls from the IPD for towing service shall not exceed an average of twenty (20) minutes from the time Operator received the request from the IPD to the time the tow vehicle arrives at the location from which the tow is to be made. Said twenty (20) minute average response time shall be computed based upon any randomly selected fifty (50) instances of calls for service.

- b. Maximum Response Time. In no event shall the response time exceed twenty (20) minutes, except when Operator subcontracts for use of a three (3) axle tow truck pursuant to Section 2. C. of this Agreement, such response time shall not exceed thirty (30) minutes. If Operator has not arrived on the scene within the Maximum Response Time, the IPD may request a tow vehicle from another tow operator specified on the rotation list, and Operator may not take the tow. Repeated occurrences where Operator exceeds the Maximum Response Time or fails to comply with the Average Response Time is cause for termination of this Agreement and constitutes a default.

Notwithstanding the foregoing, if Operator's dispatcher, at the time the call is placed, notifies the IPD that a tow unit cannot respond within the maximum response time and gives a reasonable cause therefor which is beyond the control and without the fault or negligence of Operator, as determined by the Contractor Administrator in his or her sole and absolute discretion, then Operator will not be deemed to have failed to respond to a call for service.

- c. *Excused Response Time.* The response time specified in this Agreement shall be extended because of any delays due to unforeseen causes beyond the control and without the fault or negligence of Operator, including, but not restricted to, acts of God or the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, material shortages beyond the parties' control, wars, litigation, and/or acts of any governmental agency, including the City, if Operator shall, within fifteen (15) minutes of the commencement of such delay, notify the Contract Administrator via telephone of the cause(s) of the delay.

The Contract Administrator shall ascertain the facts and the extent of the 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 Administrator, such delay is justified. The Contract Administrator's determination shall be final and conclusive upon the parties to this Agreement.

- d. Upon receiving requests for tow service by the IPD, Operator shall record the time such requests are made and the time at which a tow vehicle is dispatched and maintain such record for at least six (6) months.
- e. Failure to maintain, at all times, the Average Response Time or failure to meet the Maximum Response Time, on five (5) or more occasions (not including Excused Response Time) within any 365-day period, shall be a material default, constituting grounds for termination of this Agreement.

- B. In responding to a IPD, Operator shall perform the towing or service required for which Operator was called. This requirement may be waived by the IPD or City officer in charge, if the requested equipment is inadequate for the service to be performed; provided, however, if Operator supplies the wrong equipment, the IPD shall have the automatic and immediate right to use an alternative tow operator holding a towing franchise with the City to provide the services for such call.

- C. Operator shall not respond to a IPD call assigned to another tow operator unless requested to do so by the IPD. If a tow operator assigned to the initial IPD call requires the assistance of an additional operator at the scene, the tow operator assigned to the initial call may, subject to the prior approval of the IPD or Officer-in-Charge, request the assistance of Operator.
1. If Operator, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a IPD or BCED officer requests its assistance in clearing the roadway, Operator may be requested to move the vehicle to a safe location, as directed by the officer, and leave the vehicle. Operator's charges for such services shall be subject to the limitations in Section 4.A above.
- D. Only the actual number and type of tow truck personnel and equipment requested by IPD from Operator shall respond to a IPD call. Additional tow truck personnel and equipment shall be pre-approved by the IPD or City Officer in Charge. This shall not preclude Operator from responding to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge by Operator for any personnel or equipment that is not necessary to perform the required service.

6. STORAGE OPERATIONS.

A. Operator's Responsibilities.

1. Operator shall be responsible for all vehicles stored by it, together with all accessories and equipment on each vehicle and all personal property in each vehicle. It shall be Operator's responsibility to protect the stored equipment and property against loss or damage by fire, theft, weather, or other causes. In the event of loss or damage to a stored vehicle, its accessories or equipment, or personal property contained in the vehicle, Operator shall be responsible to the owner for all losses and/or damages. Personal property in vehicles stored by Operator shall not be disposed of to defray any charges for the towing or storing of a vehicle; and, if not called for by the owner within thirty (30) days after date of notice by IPD of impound or storage, all such property shall be disposed of in accordance with all State, County and Municipal laws, statutes, ordinances and regulations, including without limitation, Vehicle Code Section 10652 (reporting storage of vehicles over thirty (30) days).
2. Operator shall take all reasonable precautions required by the IPD to avoid damage to any evidence, such as fingerprints or stains. Vehicles taken into custody for evidence shall be stored at a location designated by the IPD. Operator shall take whatever actions and precautions necessary to protect the engines, trunks, and interior areas of all stored or impounded vehicles against the elements by rolling up windows; closing doors, trunk lids, and hoods; and, if necessary, covering the vehicle or parts thereof exposed to the weather with plastic, canvas, or other waterproof covering.

Operator shall park all stored or impounded vehicles in such a manner as to prevent any damage while other vehicles are being moved or parked in the vicinity of said vehicles.

3. Whenever possible, vehicles held for a thirty (30)-day hold ("Police Hold Vehicles") must be placed in a secured, enclosed, inside storage area ("Inside Storage Area").
4. Operator shall not charge a storage fee for the time during which vehicles are stored by the IPD on City-owned property for the processing of evidence. Upon completion of said processing of evidence, IPD shall notify the registered vehicle owner that his or her vehicle is ready to be released. If said vehicle owner claims his or her vehicle directly from IPD within twenty-four (24) hours, Operator shall not be entitled to collect any storage fees from the vehicle owner or the City. If said vehicle owner fails to claim his or her vehicle within twenty-four (24) hours, City shall contact the Operator responsible for initially towing the subject vehicle, and the Operator will then be responsible for towing the subject vehicle to the Operator's storage facility. Upon storing the vehicle in the Operator's storage facility, Operator is entitled to begin charging a storage fee. Notwithstanding the foregoing, Operator is entitled to charge towing fees at the standard towing rate for all vehicles towed in connection with the processing of evidence, as set forth in Exhibit "C" of this Agreement.
5. Operator shall post and maintain a sign or signs which have been approved by the Contract Administrator in a conspicuous place or places on Operator's premises where the vehicle owner re-claims his/her vehicle and in a location designated by the Contract Administrator which gives notice of:
 - a. The approved "Rate Schedule" for tow and storage services;
 - b. The method of payment(s) which are acceptable by Operator which shall include at a minimum credit cards and U.S. currency;
 - c. Notice that a written receipt shall be supplied by Operator for the amount of payment received;
 - d. The telephone number and address of the Contract Administrator; and
 - e. The address where a vehicle owner may address his/her complaints regarding Operator's tow and/or storage services.

B. Storage Facilities.

1. Operator shall maintain a vehicle storage area to impound towed vehicles large enough to accommodate all vehicles stored less than thirty (30) days.

At no time shall an owner of a vehicle be required to wait while a vehicle is delivered from a secondary storage location; provided, however, storage at the primary storage location may not be less than that required in the opinion of the City's Planning Director.

2. All vehicles impounded or taken into custody by the IPD must be stored by Operator in areas that are enclosed by substantial wire fences or walls that have gates or doors that lock. Such fences or wall enclosures shall be not less than six (6) feet in height and shall have not less than one (1) gate or door of a width and height that is adequate to allow vehicles to be moved freely and without creation of traffic congestion. The bottom edge of the enclosure structure shall not be more than two (2) inches above the parking surface of the enclosed area. A fence or wall enclosure shall be maintained and repaired in good condition throughout the term of the Agreement. Such fences or walls shall be repaired within twenty-four (24) hours of the time of any damage thereto to insure proper protection of the stored vehicles. The storage area must be paved with concrete or asphalt and maintained in good condition. The Contract Administrator may modify security requirements as necessary to coincide with local conditions.
3. The storage facility shall be open and attended from 8:00 A.M. to 5:00 P.M., Monday through Friday, except legal holidays, and shall have a responsible person(s) on-call on a twenty-four (24) hour basis, seven (7) days a week. The designated on-call person(s) shall be available to release vehicles at all times, twenty-four (24) hours per day, seven (7) days per week, including holidays.

C. Location and Maintenance of Storage Facility.

1. Operator shall maintain and provide a place of business and storage facilities for the vehicles stored under this Agreement within the established boundaries of the City, as may be modified from time to time.
2. Operator's primary storage facility shall be located at the same location as the business address. If Operator stores vehicles at a different location from the primary location, this additional location shall be located within the city limits of the City of Irwindale and the tow Operator shall furnish to the Contract Administrator the addresses of each and every additional storage facility. Operator shall release vehicles and personal property at the primary storage facility upon request of the owner, subject to any contrary requirements in Section 6.D below.
 - a. In the event any vehicles are stored at a location other than the primary storage facility, Operator shall not charge registered vehicle owner(s) or his/her authorized representative or CITY for

the additional distance traveled to and from the additional facilities.

3. Operator shall furnish the Contract Administrator with the addresses of all storage facilities whenever there is a change.
4. Operator's storage facilities within the City of Irwindale limits shall meet all City land use, zoning ordinance requirements, and the specifications stated in this Agreement and shall be approved by City Planning in accordance with any approvals required by the Irwindale Municipal Code. All landscaped and paved areas of Operator's premises shall be maintained in a neat and orderly condition with the landscape in a healthy condition and free of weeds and litter. All storage spaces used by Operator in conjunction with its services hereunder shall be kept free of litter, debris, and other materials, substances, or any automotive parts unless said parts are stored as evidence for the IPD. Operator shall avoid contamination of soil or surface waters with gasoline, oil, grease, or any other contaminating substance as required by Federal, State, County or other local regulations.
5. All surfaces of any Operator storage facility shall be in good repair without broken parts, holes, potholes, or litter and in such a condition that ensures that no damage to vehicles will result. Any facility used for the storage of vehicles located in the City shall be landscaped as follows: any portion of a lot not paved or occupied by a structure or designed for vehicular parking shall be landscaped with a mixture of ground cover, shrubs, and trees and may include decorative rock, walkways, or other features as approved by the City's Planning Director. All parking lots facing or abutting a public street or a residential district shall be screened by a solid wall or compact evergreen hedge not less than six (6) feet in height or by landscaped planters containing shrubs not less than six (6) feet in height or by a landscaped berm not less than six (6) feet in height or by a landscaped screening approved by the City's Planning Director. Operator shall prevent contamination of soil with gasoline, oil, grease, or any other contaminating substance as specified by Federal, State, County or Municipal regulations.

D. Inventory: A detailed written inventory of all personal property in any vehicle which is towed and stored or towed and impounded will be completed by the IPD employee requesting Operator's services, and the tow operator shall complete the appropriate section on the IPD's form and shall sign said form. A copy of said signed form shall be given to the tow truck driver and shall be retained by Operator. Whenever any item is removed from a stored vehicle and taken to another place of storage, Operator shall provide a receipt, with a copy placed in the stored vehicle and a copy given to the IPD.

1. Under no circumstances may a vehicle and/or personal property located in a vehicle be released by Operator to the vehicle owner or his/her designated representative without the express written permission from the IPD.

7. ABANDONED VEHICLE ABATEMENT PROGRAM.

- A. Under the terms of this Agreement, Operator will be responsible for providing the services of a driver and a tow truck for the removal of abandoned vehicles at such time as they are requested by City (the "Abandoned Vehicle Abatement Program"). It is anticipated that this service will be required at least one (1) day each week but not more than two (2) days each week for a maximum of eight (8) hours each day.
- B. Operator shall not remove any abandoned vehicles without first being instructed to do so by an authorized representative of the IPD.
- C. Vehicles removed by Operator pursuant to the Abandoned Vehicle Abatement Program shall be taken to a scrap yard or an auto dismantling yard and shall not thereafter be reconstructed or made operable. The payment for the salvage value of each removed abandoned vehicle shall be retained by Operator as total and final payment for Operator's costs and services in connection with the removal of said vehicles and Operator shall receive no other compensation from the sale of such salvaged or abandoned vehicles.
- D. City shall indemnify, defend, and hold Operator harmless from liability, claims, damages, or demands caused from City's designation of vehicles to be towed pursuant to the Abandoned Vehicle Abatement Program, but excluding such claims, liabilities, damages, or demands to the extent caused by the negligence or willful misconduct of Operator.
- E. Refusal and/or failure by Operator to provide the aforementioned services shall be grounds for termination of this Agreement. However, an Operator may subcontract this service to another City approved Operator under this Agreement.

8. ROTATING CALL LIST.

- A. City shall use its best efforts to assign requests for towing services to Operator on a rotating basis between Operator and all other towing companies holding tow franchises with the City. Each call for service will be considered one turn on the rotation, regardless of the number of vehicles towed from the scene, and the Operator shall be moved to the bottom of the list. The Operator will send the appropriate number of trucks to handle the call for service, unless unable to do so by virtue of lacking personnel or equipment. City, in its sole and absolute discretion, reserves the right to place a request for towing or storage services out of rotation under any of the following circumstances:

1. At the sole discretion of the Contract Administrator for Operator's failure to perform or in the Contract Administrator's opinion that Operator is unable to perform;
 2. There is a multiple vehicle accident that exceeds the capacity of Operator on-call at such time;
 3. Operator is unable to respond in a timely manner as set forth in Section 5 of this Agreement;
 4. Failure of Operator to make any payments as required by this Agreement; and/or
 5. Failure of Operator to remove an employee from his/her service of City calls after City requests the removal of said employee from servicing City's tow and/or storage requests.
- B. City shall use its best efforts to assign requests for towing services in connection with the Abandoned Vehicle Abatement Program to Operator on a rotating basis between Operator and all other towing companies holding tow franchises with the City. Each call for service will be considered one turn on the rotation and will be limited to one (1) towed vehicle per call. Upon completion of said towing services, Operator shall be moved to the bottom of the list.
- C. Subject to the power and authority of City, as provided by law and in accordance with this Agreement, City shall in all cases, in its sole and absolute discretion, determine the quantity, quality, and acceptability of the services provided under this Agreement. City shall, in its sole and absolute discretion, decide any questions that might arise relative to the fulfillment of this Agreement or to the obligations of the Operator hereunder.

9. **INSURANCE REQUIREMENTS.**

- A. Throughout the life of this Agreement, Operator shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The following policies of insurance are required:
1. COMMERCIAL GENERAL LIABILITY insurance which shall be on the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury

and \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate.

2. GARAGE-KEEPERS LEGAL LIABILITY insurance which shall include coverage for vehicles in the care, custody, and control of the Operator with limits of liability of not less than \$500,000 per occurrence for property damage.
3. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be on the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto) with limits of not less than \$1,000,000 per accident for bodily injury and property damage.
4. ON-HOOK/CARGO insurance which shall include coverage for vehicles in tow with limits of liability based on the size of the tow truck, which are as follows:
 - a. Class A tow truck.....\$50,000
 - b. Class B tow truck.....\$100,000
 - c. Class C tow truck.....\$200,000
 - d. Class D tow truck.....\$250,000

5. WORKERS' COMPENSATION insurance as required under the California Labor Code.
6. EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

- B. Operator shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Operator shall also be responsible for payment of any self-insured retentions.
- C. The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of City of policy cancellation, change or reduction of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation, change or reduction of coverage. In the event any policies are due to expire during the term of this Agreement, Operator shall provide a new certificate and all applicable endorsements evidencing renewal of such policy prior to the expiration date of the expiring policy(ies) to the Chief of Police or his/her designee. Upon issuance by the insurer, broker, or agent of a notice of cancellation, change or reduction in coverage, Operator shall file with the Chief of Police or his/her designee a new certificate and all applicable endorsements for such policy(ies).
- D. The General Liability, Automobile Liability and Garagekeepers Legal Liability insurance policies shall be written on an occurrence form and shall name City, its

officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Operator's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. Operator shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of the Agreement.

- E. The fact that insurance is obtained by Operator shall not be deemed to release or diminish the liability of Operator, including, without limitation, liability under the indemnity provisions of this Agreement. City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Operator. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Operator, its principals, officers, agents, employees, persons under the supervision of Operator, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.
- F. Upon request of City, Operator shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.
- G. If at any time during the life of the Agreement or any extension, Operator fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement.
- H. Operator should subcontract all or any portion of the work to be performed, Operator shall require each subcontractor to provide insurance protection in favor of the City, its officer, officials, employees, agents and authorized volunteers in accordance with the terms of each of the preceding paragraphs in this Section 9, except that the subcontractors certificates and endorsements shall be on file with the Operator and City prior to the commencement of any work by the subcontractor.

10. INDEMNIFICATION.

Operator agrees to indemnify City, 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, including paying any legal costs, attorneys' fees, or paying any judgment (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 or

services of Operator, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Operator hereunder, or arising from or related to Operator's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the gross negligence or willful misconduct of City.

11. INSPECTIONS.

- A. The IPD may conduct inspections at any time (at no charge to Operator) of all tow trucks used by Operator to determine whether such tow trucks are safe and adequately equipped to perform the service required of such class level tow truck. The IPD may also conduct inspections at any time (at no charge to Operator) of Operator's business premises to determine whether the premises are secured and maintained according to the terms of this Agreement. The IPD may conduct inspections without notice during normal business hours.
- B. In the event that an inspection reveals that a tow truck is not suitable for towing operations, the IPD shall notify Operator in writing that said vehicle is disapproved and cannot be dispatched by Operator. Operator shall not dispatch a disapproved tow truck (to a IPD call), until written authorization has been obtained from the IPD that said vehicle is "approved."
- C. Operator should not dispatch a tow truck (to an IPD call) that has been determined to be not suitable for towing by the IPD and/or CHP. Should Operator fail an inspection for any reason (as determined in the reasonable discretion of IPD or CHP), Operator shall be entitled to only one (1) re-inspection at no charge to Operator. Should additional inspections be required as a result of a repeated failure by Operator to pass inspection, Operator shall pay a charge to City of at the IPD's hourly police services rate for each such required inspection.
- D. Operator shall maintain and comply with all CHP inspection requirements and regulations for towing trucks, Drivers and other equipment, if applicable. IPD may accept the inspection findings and conclusions of a CHP inspection in lieu of conducting its own inspections.

12. BUSINESS RECORDS & GROSS RECEIPTS ACCOUNTING.

- A. Operator shall maintain records, at its place of business relating to tow, storage, impound, or lien services furnished under this Agreement, including a description of vehicles, nature of service, Driver's name, start time, end time, location of call, and itemized costs of towing and storage.
- B. Operator shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities (including CHP inspection records and authorizations), lien sale actions, FCC licensing, and non-City tows.

- C. The IPD may inspect all Operator records without notice during normal business hours.
- D. Operator shall permit the IPD to make copies of business records at its place of business, or to remove business records for the purpose of reproduction. The IPD shall provide a receipt for any original records removed from Operator's place of business.
- E. Records shall be maintained and available for inspection for a period of two years plus the current term of this Agreement.
- F. Operator shall issue complete and accurate receipts to all customers.
- G. Gross Receipts Reports/Accounting: Operator shall keep accurate records of all "gross receipts" (as defined below in this sub-Section below) earned as a result of the business conducted under this Agreement, excepting therefrom all sales and excise taxes ("Gross Receipts Records"). Operator shall also keep accurate records of all lien sales completed as a result of the business conducted under this Agreement, excepting therefrom all sales and excise taxes ("Lien Sales Records"). In conjunction with the quarterly payment of the Franchise Fee pursuant to Article 20 of this Agreement, Operator shall provide to the City, in a form approved by the Finance Director, a copy of its Gross Receipts Records and Lien Sales Records covering the immediately preceding six-month period during the Term. Such Gross Receipts Records must be available at all times during normal business hours and shall be subject to inspection, review, and audit by the City of Irwindale Chief of Police or his or her authorized designee, and the City of Irwindale Finance Director or his or her authorized designee.
1. The Gross Receipts and Lien Sales Records must be supported by source documents such as receipt slips, cash register tapes, invoices or other pertinent information. All charges, fees and receipts shall be recorded by means of cash registers, which shall be equipped with devices that lock in the totals and other records of transactions or with a counter that cannot be reset, which records transaction numbers and receipt details. Operator shall read and record the totals at the beginning and end of each calendar day.
 2. "Gross receipts" is defined as all revenues received from towing and related services, storage, salvage sales of abandoned or unclaimed vehicles, plus incidental receipts earned by Operator as a result of business conducted under this Agreement. All charges shown on invoices and other records are to be explicit in detail, showing the reason for the amount specified therein.
- H. At the request of the IPD, Operator shall furnish the IPD a written list of all vehicles that have been towed by Operator under this Agreement within five (5) business days of such request. Such list shall show the date of tow, storage location of each vehicle, dates of storage, vehicle make and model, license number and vehicle serial number.

- I. Audits. Operator must make available to the City, upon three (3) days' written notice, its accounting records and books for inspection and audit. The IPD, the City, and their designated representative(s) agree to maintain the confidentiality of such accounting records and books. Operator shall submit quarterly documentation detailing its operations on behalf of the City in both written and electronic formats that are acceptable to the City's Finance Director. Such documentation shall include the following information: the date, time, location, case number (if any), vehicle description (including make, model, and vehicle license number) and a brief description of the circumstances surrounding the tow (e.g., traffic collision, IPD impound, etc.). Operator shall maintain these records for a period of three (3) years. In addition, the City may request, no more than annually, that Operator undergo an audit of its accounting records and books by a professional auditor of the City's choice.

13. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT.

The experience, knowledge, capability, and reputation of Operator, its principals, and employees were a substantial inducement for the City entering into this Agreement. Therefore, Operator shall not contract with any other entity not covered by this Agreement to perform, in whole or in part, the services required hereunder without the express, prior written approval of City. As a condition of approval, subcontractor shall provide City with Certificates of Insurance naming City as an additional insured and other documentation of compliance with California Vehicle Code provisions applicable to a towing operation, such as current inspection reports by the CHP. In addition, neither this Agreement nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered either voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior express written approval of City. 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 Operator, 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 Operator or any surety of Operator of any liability hereunder without the express consent of City. City's consent to one assignment shall in no way be deemed to be acceptance of any further assignment.

14. DEMEANOR AND CONDUCT.

- A. Operator and/or its employees shall refrain from any act(s) of misconduct, including, but not limited to, any of the following:
1. Rude or discourteous behavior.
 2. Lack of service, selective service, or refusal to provide service which Operator is or should be capable of performing.
 3. Any act of sexual harassment or sexual impropriety.
 4. Unsafe driving.

5. Exhibiting any objective symptoms of alcohol and/or drug use.
 6. Appearing at the scene of a IPD call with the odor of an alcoholic beverage emitting from his or her breath. Operator/Driver shall submit to a preliminary alcohol screening test upon demand of the IPD.
 7. Use of radios or other music equipment or telephone ringers at levels that are excessively loud or cause disturbance to neighbors, as determined in IPD's sole and absolute discretion.
 8. Animals on premises, except watchdogs. However, watchdogs shall be maintained within the Operator's premises by a fence that is adequate to contain the dog within the premises. IPD may require Operator to remove the dog from the premises if, in IPD's sole and absolute discretion, the dog barks excessively.
- B. All IPD-related tow service complaints received by the IPD against Operator, its employees, or agents will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the IPD may suspend Operator from its participation on the Rotation List. In any event, Operator will be notified of the results of any investigation.
1. Operator shall agree to each of Operator's employees review and execute the disclosure and acknowledgment attached hereto at Exhibit "D". Operator shall retain all employee-executed copies of Exhibit "D" and provide the same to the City upon request.
- C. Operator shall post a notice in a conspicuous place at Operator's place of business of a size which is at least 8 1/2" x 11" informing the public of the right to make complaints regarding service provided by Operator within the City, and shall include the name and location where complaints can be made to City. Operator shall notify the IPD, in writing, within seventy-two (72) hours of any complaints made to Operator regarding the performance of service in connection with towing or storage, or concerning rates, charges of fees, or any claims, or any legal actions filed, delivered or served upon or instituted against Operator or any of its agents, officers or employees.

15. COMPLIANCE WITH LAW.

- A. Operator and its employees shall, at all times, comply with all federal, state, and local laws and ordinances, which include, but are not limited to, those laws which are applicable to Operator as promulgated by the California Department of Transportation, the CHP, and industry practices endorsed by the California Tow Truck Association (refer to Exhibit "A" for selected California Vehicle Code Sections for general guidelines, except as those Vehicle Code provisions may be amended from time to time). To the extent the Vehicle Code provisions in Exhibit "A" may be amended from time to time, such amendments shall supersede the Exhibit; Operator shall conduct its business in conformance with all current laws.

1. In the event of a misdemeanor traffic violation(s) by Driver(s) which is/are known by the IPD, the IPD shall advise Operator of the violation(s). Operator will be granted the opportunity to take necessary steps to ensure that such Driver(s) drives in compliance with law. Any subsequent traffic violation(s) by the Operator and/or the involved employee may be cause for appropriate disciplinary action against Operator and/or the involved employee(s).
 2. Any traffic violation(s) involving a felony may be cause for immediate disciplinary action against Operator and/or the involved employee.
- B. The provisions contained herein do not preclude the IPD from taking appropriate enforcement or administrative action for any violations of law.
- C. Any conviction of Operator or its officers involving: a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a IPD tow call, or moral turpitude shall be cause for suspension of Operator in accordance with Section 18. E. below.
- D. Any conviction of an employee of Operator involving: a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a IPD tow call, or moral turpitude shall be cause for suspension of Operator in accordance with Section 18. E below, and cause for the termination of the employee from the right to provide services for Operator under this Agreement.
- E. Operator, its officer(s), agent(s), or employee(s), arrested or charged for a violation involving any of the above crimes may be suspended from providing services under this Agreement until the case is adjudicated.

16. LICENSES, PERMITS, FEES & ASSESSMENTS.

- A. Operator shall have a valid City of Irwindale business license.
- B. Operator 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. Operator 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 performance of the services requested by this Agreement.

17. ADVERTISING.

A. Operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the IPD or the Department of Motor Vehicles.

1. Examples include, without limitation, "Official IPD Tow," or "Approved by IPD."
2. The provisions under this Section 17 shall not preclude the Police Chief, or his designee, from implementing a system to mark and identify particular tow trucks as having passed the IPD or CHP inspection.

18. DEFAULTS, ENFORCEMENT & TERMINATION.

A. Notice & 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 ("Default Notice"). 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 thirty (30) calendar days after the date of such notice ("Cure Period"). However, if such non-monetary breach or failure cannot be cured within such Cure Period, the Defaulting Party shall not be deemed in breach of this Agreement as long as the Defaulting Party does each of the following:

1. Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted Default is not curable within the thirty (30) calendar day period;
2. Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the Default;
3. Promptly commences to cure the Default within the thirty (30) calendar day period;
4. Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and
5. Diligently prosecutes such cure to completion.

B. Termination. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any Default, or fail to diligently pursue such cure as prescribed above, the Nondefaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement for cause ("Termination Notice"). The Termination Notice shall state that the Nondefaulting Party will elect to terminate this Agreement as the Nondefaulting Party elects to terminate within thirty (30) calendar days and state the reasons therefor (including a copy of any specific charges of

Default) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Nondefaulting Party's election to terminate Agreements will only be waived if (i) the Defaulting Party fully and completely cures all defaults prior to the date of termination, or (ii) pursuant to the following:

1. Except as otherwise provided herein, upon such termination all executory obligations under this Agreement that accrue or arise subsequent to the date of termination shall also terminate, but obligations that have accrued or arisen prior to such termination shall remain in full force and effect. Without limiting the generality of the foregoing, no termination of this Agreement shall operate to release or discharge Operator from any obligation to refund to City any unpaid Franchise Fees or other monies owing to City as of the time of termination.
- C. 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.
- D. No 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.
- E. Suspension from Rotation List. City may suspend Operator from its participation in the rotation list for any period in which Operator is in default of this Agreement, including without limitation, while (i) Operator is in the process of curing a default or pending the cure periods set forth in Section 18.A above, or (ii) pending any investigation of a default, or (iii) pending any investigation of a complaint received by the City with regard to Operator's services, or (iv) pending any investigation of misconduct or criminal conviction of one of Operator's employees, or (v) pending any period during which Operator remains in monetary default hereunder. City will use reasonable, good faith efforts to conduct investigations identified in this Section without unreasonable delay. City shall promptly notify Contractor of its intent to suspend Operator's services under the rotation list in a writing stating the grounds for such suspension.
- F. Termination At-Will of City:

1. Any provision contained in this Agreement to the contrary notwithstanding, City or its designee may terminate this Agreement pursuant to the approval of the City Council at any such time City or its designee determines that such termination is in the best interest of the City.
2. Termination pursuant to this Section shall be performed without liability on behalf of City.
3. Termination pursuant to this Section shall be effected after delivery to Operator of written notification specifying the date such termination becomes effective. Written notice of termination shall be given at least thirty (30) days prior to the specified termination date.

19. COMPENSATION.

Operator agrees to perform the services herein and to receive, as full payment therefore, those fees described in Exhibit "C".

20. FRANCHISE FEES PAYABLE TO CITY.

California Vehicle Code Section 12110, subdivision (b), provides that a public entity may require payment of a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity; provided, that the fee does not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program. Operator agrees to pay to City that amount of fees in accordance with Vehicle Code Section 12110.

A. For the privilege of being a non-exclusive provider for City-requested towing and storage services, Franchise Fees shall be due and payable as described in Exhibit "F" hereto.

1. The City retains the right to impose alternative forms of taxes and/or fees, to the extent permitted by law, in the event that the fees provided for in the towing services agreements are no longer assessable due to a subsequent change in federal, state or local law.
2. By accepting and signing this Agreement, Franchisee irrevocably waives the defenses of any statute of limitation, laches, waiver or other equitable doctrine of similar import or effect in any action brought by the City to recover any fees, interest or penalties due under this Agreement.
3. By accepting and signing this Agreement, Franchisee agrees that if it challenges the right of the City to collect the Franchise Fees provided by this Agreement, any relief requested by Franchisee and awarded to it by virtue of such challenge shall be prospective only from and after the date of the filing of the initial pleading seeking such relief in a court of competent jurisdiction. Franchisee hereby waives any and all claims or

rights to collect back from the City, or obtain credit against future payment obligations, any amounts collected by the City prior to the filing of the initial pleading seeking such relief. In the event Franchisee's challenge to any Franchise Fee payments should result in an initial judgment in its favor, Franchisee shall continue to make all Franchise Fee payments in accordance with this Agreement pending an appeal by the City. In the event the court of appeal, or trial court if the City elects not to appeal, determines that the City is not entitled to collect any or all of the Franchise Fees, the City shall refund to Franchisee those portions of the Franchise Fee which the court deems the City was not entitled to collect which were made subsequent to the filing of the initial action by Franchisee, exclusive of interest on such amount.

21. 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, whether or not the matter proceeds to judgment.

22. CORPORATE AUTHORITY.

A. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) such party is authorized to execute and deliver this Agreement on behalf of said party, (iii) entering into this Agreement is not contrary to the contentions of any party in any litigation involving the parties hereto, (iv) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (v) the entering into this Agreement does not violate any provision of any other Agreement to which such party is bound.

B. Operator, and the agents and employees of Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Irwindale and the Irwindale Police Department.

23. NOTICE.

Any notice, demand, request, 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 to the address set forth immediately below as to the City, and the address following the signatures below as to Operator. 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 upon seventy-two (72) hours from the time of mailing, if mailed as provided in this Section.

To City:

City of Irwindale
5050 N. Irwindale Ave.

Irwindale, CA 91706
Attn: City Manager and Police Chief

Copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612
Attn: Fred Galante, Esq.

Operator: _____

24. 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.

25. 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. The parties agree that, by entering into this Agreement, any and all prior rights or obligations of the parties under any prior agreement of any kind are hereby extinguished, except as expressly provided therein. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

26. 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.

27. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES.

No officer or employee of the City shall be personally liable to Operator, or any successor in interest, in the event of any default or breach by the City or for any amount

that may become due to Operator or to its successor, or for breach of any obligation of the terms of this Agreement.

28. CONFLICT OF INTEREST.

No officer or employee of the City 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 affects 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. Operator 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.

29. VENUE.

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

30. COVENANT AGAINST DISCRIMINATION.

Operator 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. Operator 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.

31. RECITALS.

All recitals preceding the terms of this Agreement are incorporated into the terms hereof and understood as binding obligations.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date stated below for the Irwindale City Council.

“CITY”
CITY OF IRWINDALE,
a California municipal corporation

_____, Mayor

Attest:

_____, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

“OPERATOR”

a California corporation

Name: _____

Title: _____

Name: _____

Title: _____

Address: _____

Two signatures are required if a corporation.

NOTE: OPERATOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR’S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

<input type="checkbox"/>	INDIVIDUAL			
<input type="checkbox"/>	CORPORATE OFFICER			
	_____			ARTICLE TITLE OR TYPE OF DOCUMENT
	TITLE(S)			
<input type="checkbox"/>	PARTNER(S)	<input type="checkbox"/>	LIMITED	
		<input type="checkbox"/>	GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT			NUMBER OF PAGES
<input type="checkbox"/>	TRUSTEE(S)			
<input type="checkbox"/>	GUARDIAN/CONSERVATOR			
<input type="checkbox"/>	OTHER			DATE OF DOCUMENT

SIGNER IS REPRESENTING:				
(NAME OF PERSON(S) OR ENTITY(IES))				SIGNER(S) OTHER THAN NAMED ABOVE

DRAFT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

<input type="checkbox"/>	INDIVIDUAL				
<input type="checkbox"/>	CORPORATE OFFICER				
		_____		ARTICLE II	TITLE OR TYPE OF DOCUMENT
		TITLE(S)			
<input type="checkbox"/>	PARTNER(S)	<input type="checkbox"/>	LIMITED	_____	
		<input type="checkbox"/>	GENERAL	NUMBER OF PAGES	
<input type="checkbox"/>	ATTORNEY-IN-FACT			_____	
<input type="checkbox"/>	TRUSTEE(S)			DATE OF DOCUMENT	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR				
<input type="checkbox"/>	OTHER	_____			

	SIGNER IS REPRESENTING:				
	(NAME OF PERSON(S) OR ENTITY(IES))			SIGNER(S) OTHER THAN NAMED ABOVE	

DRAFT

EXHIBIT "A"

CALIFORNIA VEHICLE CODE AND VEHICLE CODE LAWS

NOTE: The laws that govern a tow operator's business and vehicle operations are included in, but not limited to, this Exhibit. The list of laws included herein is intended as a general guide only. It is Operator's responsibility to know and comply with all federal and state statutes and all local ordinances relating to its operations; including those that are and are not listed in this Agreement, including, but not limited to, any new statutes or ordinances subsequently adopted, as well as amendments, repeals, or modifications of existing statutes and ordinances, including but not limited to, those described in this Exhibit.

1. GENERAL:

- A. Operator shall be able to properly conduct a lien sale as outlined in Division 11, Chapter 10, Article 2, beginning with Section 22851 of the California Vehicle Code ("Vehicle Code").
- B. Operator and/or Drivers shall be properly licensed in accordance with Section 12804.9 of the Vehicle Code. Commercial drivers' licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes. The following shows the correct license class and endorsement for the vehicle or cargo being transported:

<u>VEHICLE TYPE OF CARGO</u>	<u>CLASS LICENSE</u>	<u>ENDORSEMENT CODE</u>
Pulling more than one trailer	A	T
Transporting passenger for hire	A or B	P
Tank vehicle	A or B	N
Hazardous Materials	A, B, or C	H
Tank vehicle with hazardous materials	A, B, or C	X

- 1) Drivers shall have the proper class of license and endorsements for the vehicle and cargo being transported, as shown above.
 - (a) Whenever tank vehicles, double trailers, and/or hazardous materials carriers are towed or driven, the Driver is required to possess the appropriate class of license and endorsement.
 - (b) Empty buses can be towed without the passenger transport endorsement, but the Driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.

- 2) Drivers may obtain a Class A driver license that is restricted to towing other vehicles. The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles. Commercial vehicle operators or operators of vehicles requiring a special certificate must possess both the appropriate license and certificate, as well as possess a valid medical card.
- C. Operator shall comply with the provisions contained in Division 4, Chapter 2 (Reports of Stored Vehicles) of the Vehicle Code.
 - D. Operator shall comply with the provisions of Section 10854 of the Vehicle Code.
 - E. Operator shall comply with the provisions of Section 12110 of the Vehicle Code.
 - F. Operator shall comply with the provisions of Division 11, Chapter 9 of the Vehicle Code, relating to stopping, standing, or parking, and Chapter 10 of the Vehicle Code, relating to the removal and disposition of vehicles.
 - G. Tow trucks shall comply with appropriate lighting and equipment requirements for motor vehicles as contained in the Vehicle Code.
 - H. Tow trucks towing disabled legal vehicles or a legal combination of vehicles shall comply with the vehicle size and weight limitations contained in Division 15 of the Vehicle Code.
 - 1) Tow operators may obtain transportation permits, which allow specific variances on these vehicle length and weight limitations, through the California Department of Transportation or local authorities with respect to highways under their respective jurisdictions.
 - (a) The California Department of Transportation issues permits to requesting operators on an annual basis. The permit allows the movement of disabled legal vehicles under the following conditions:
 - (1) Disabled legal vehicles or legal combinations of vehicles may be towed on state highways to the nearest appropriate place of repair, or nearest secure storage area that is appropriate for the vehicle or load, whichever is closest and most accessible. It is not the intent of the permit to allow these combinations to be towed to their ultimate destination for convenience, unless that destination meets the foregoing criteria.
 - (2) Disabled legal vehicles or combination of vehicles, when connected to a tow truck, may exceed legal gross weight limitations. When the end of a truck or truck tractor of legal weight is elevated by a tow truck, the drive axles, the

tow truck and/or the drive axle(s) of the disabled vehicle may exceed legal axle or axle group weight limitations. If any axle or axle group exceeds legal weight, movement will be limited to specific routes.

- (b) Disabled vehicles or combination of vehicles whose movement is authorized by a transportation permit, or any disabled vehicle or any combination of vehicles which, because of damage, has incurred distortion in width or height, causing the vehicle to be in excess of legal dimensions, may be moved at the direction of a peace officer or single trip permit issued by the California Department of Transportation.
 - (c) The Driver, operating under a transportation permit, shall comply with all terms and conditions of the permit.
- I. Operator shall comply with the provisions of Sections 3068 through 3074 of the California Civil Code.
 - J. Operator shall comply with Sections 182, 470, and 532 of the California Penal Code, relating to fraud and conspiracy to commit fraud.
 - K. Operator shall comply with the provisions of Sections 17200 *et seq.* and 17500 *et seq.* of the California Business and Professions Code, relating to fraudulent or unfair business practice, or false or misleading statements.

2. SPECIFIC CALIFORNIA VEHICLE CODE REQUIREMENTS RELATING TO TOW TRUCKS, INCLUDING BUT NOT LIMITED TO:

A. Summarized California Vehicle Code Provisions:

1) Unlawful Advertising (Section 25).

“(a) It is unlawful for any person to display or cause or permit to be displayed any sign, mark, or advertisement indicating an official connection with either the Department of Motor Vehicles or the Department of the California Highway Patrol unless such person has lawful authority, permission, or right to make such display.

(b) It is unlawful for the holder of any occupational license issued pursuant to Division 5 (commencing with Section 11100) to use the initials “DMV,” the Department of Motor Vehicles logogram, or the words “Department of Motor Vehicles” in any business name or telephone number. No occupational licensee may use the initials, logogram, or words in any advertisement in a way that indicates, or could be construed to indicate, any official connection with the Department of Motor Vehicles other than as a licensee.”

2) Tow Truck (Section 615(a)).

“A “tow truck” is a motor vehicle which has been altered or designed and equipped for, and primarily used in the business of, transporting vehicles by means of a crane, hoist, tow bar, tow line, or dolly or is otherwise primarily used to render assistance to other vehicles. A “roll-back carrier” designed to carry up to two vehicles is also a tow truck. A trailer for hire that is being used to transport a vehicle is a tow truck. “Tow truck” does not include an automobile dismantlers’ tow vehicle or a reposessor’s tow vehicle.”

NOTE: A vehicle which is not exclusively used in the business of towing vehicles nor used to render assistance to other vehicles is not a “tow truck” as defined above and need not comply with the requirements of the California Vehicle Code Sections cited in this Exhibit. Such a vehicle shall not be equipped with the flashing amber warning lights permitted on “tow trucks” and is not entitled to special parking privileges under Section 22513.

3) Portable Dolly (Section 4014).

“Any portable or collapsible dolly carried in a tow truck or in a truck used by an automobile dismantler and used upon a highway exclusively for towing disabled vehicles is exempt from registration.”

4) License Plates (Section 5201(a)).

“The rear license plate on a tow truck may be mounted on the left-hand side of the mast assembly at the rear of the cab of the vehicle, not less than 12 inches nor more than 90 inches from the ground.”

5) Tow Service Unlawful Acts (Section 12110(a)).

“Except as provided in subdivision (b), no towing service shall provide and no person or public entity shall accept any direct or indirect commission, gift, or any compensation whatever from a towing service in consideration of arranging or requesting the services of a tow truck. As used in this section, “arranging” does not include the activities of employees or principals of a provider of towing services in responding to a request for towing services.”

6) Stopping or Parking (Section 22513(a)-(c)).

“(a) Except as provided in subdivision (b) or (c), the owner or operator of a tow truck who complies with the requirements of this code relating to tow trucks may stop or park the tow truck upon a highway for the purpose of rendering assistance to a disabled vehicle.

(b) It is a misdemeanor for the owner or operator of a tow truck to stop at the scene of an accident or near a disabled vehicle for the purpose of soliciting an engagement for towing services, either directly or indirectly, or to furnish any towing services, unless summoned to the scene, requested to stop, or flagged down by the owner or operator of a disabled vehicle or requested to perform the service by a law enforcement officer or public agency pursuant to that agency's procedures.

(c) It is a misdemeanor for the owner or operator of a tow truck to move any vehicle from a highway, street, or public property without the express authorization of the owner or operator of the vehicle or a law enforcement officer or public agency pursuant to that agency's procedures, when the vehicle has been left unattended or when there is an injury as the result of an accident."

7) Stopping on Freeway (Section 21718).

"(a) No person shall stop, park, or leave standing any vehicle upon a freeway which has full control of access and no crossings at grade except:

(1) When necessary to avoid injury or damage to persons or property.

(2) When required by law or in obedience to a peace officer or official traffic control device.

(3) When any person is actually engaged in maintenance or construction on freeway property or any employee of a public agency is actually engaged in the performance of official duties.

(4) When any vehicle is so disabled that it is impossible to avoid temporarily stopping and another vehicle has been summoned to render assistance to the disabled vehicle or driver of the disabled vehicle. This paragraph applies when the vehicle summoned to render assistance is a vehicle owned by the donor of free emergency assistance that has been summoned by display upon or within a disabled vehicle of a placard or sign given to the driver of the disabled vehicle by the donor for the specific purpose of summoning assistance, other than towing service, from the donor.

(5) Where stopping, standing, or parking is specifically permitted. However, buses may not stop on freeways unless sidewalks are provided with shoulders of sufficient width to permit stopping without interfering with the normal movement of traffic and without the possibility of crossing over fast lanes to reach the bus stop.

(6) Where necessary for any person to report a traffic accident or other situation or incident to a peace officer or any person specified in paragraph (3), either directly or by means of an emergency telephone or similar device.

(7) When necessary for the purpose of rapid removal of impediments to traffic by the owner or operator of a tow truck operating under an agreement with the Department of the California Highway Patrol.

(b) A conviction of a violation of this section is a conviction involving the safe operation of a motor vehicle upon the highway if a notice to appear for the violation was issued by a peace officer described in Section 830.1 or 830.2 of the Penal Code.”

8) Towing or Storage Charges; Payment (Section 22651.1).

“Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner’s agent claiming the vehicle. A person operating or in charge of any storage facility who refuses to accept a valid bank credit card shall be liable to the registered owner of the vehicle for four times the amount of the towing and storage charges, but not to exceed five hundred dollars (\$500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.

Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when agreeing with a towing or storage provider on rates.”

9) Release of the Vehicle (Section 22850.3).

“(a) A vehicle placed in storage pursuant to Section 22850 shall be released to the owner or person in control of the vehicle only if the owner or person furnishes, to the law enforcement agency or employee who placed the vehicle in storage, satisfactory proof of current vehicle registration. The agency which caused the vehicle to be stored may, in its discretion, issue a notice to appear for the registration violation, if the two days immediately following the day of impoundment are weekend days or holidays.

(b) At every storage facility there shall be posted in a conspicuous place a notice to the effect that a vehicle placed in storage pursuant to Section 22850 may be released only on proof of current registration or, at the discretion of the impounding agency, upon the issuance of a notice to

appear for the registration violation by the local agency which caused the vehicle to be stored, specifying the name and telephone number of that local agency.”

10) Stoplamps, Taillamps, and Red Reflectors (Sections 24600, 24603, 24607).

In addition to required lighting equipment, tow trucks may be equipped with additional taillamps, stoplamps, and rear red reflectors that may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as the rearmost portion of the driver’s seat in the rearmost position. Such additional taillamps shall be lighted whenever the headlamps are lighted.

11) Tow Trucks and Towed Vehicles (Section 24605).

“(a) A tow truck or an automobile dismantler’s tow vehicle used to tow a vehicle shall be equipped with and carry a taillamp, a stoplamp, turn signal lamps, and a portable electrical extension cord for use in displaying the lamps on the rear of a towed vehicle.

(b) Whenever a tow truck or an automobile dismantler’s tow vehicle is towing a vehicle and a stoplamp and turn signal lamps cannot be lighted and displayed on the rear of the towed vehicle, the operator of the tow truck or the automobile dismantler’s tow vehicle shall, by means of an extension cord, display to the rear a stoplamp and turn signal lamps mounted on the towed vehicle, except as provided in subdivision (c). During darkness, if a taillamp on the towed vehicle cannot be lighted, the operator of the tow truck or the automobile dismantler’s tow vehicle operator shall, by means of an extension cord, display to the rear a taillamp mounted on the towed vehicle. No other lighting equipment need be displayed on the towed vehicle.

(c) Whenever any motor vehicle is towing another motor vehicle, stoplamps and turn signal lamps are not required on the towed motor vehicle, but only if a stoplamp and a turn signal lamp on each side of the rear of the towing vehicle is plainly visible to the rear of the towed vehicle. This subdivision does not apply to driveaway-towaway operations.”

12) Utility Flood Lights (Section 25110(a)(1); (b)).

“(a) The following vehicles may be equipped with utility flood or loading lamps mounted on the rear, and sides, that project a white light illuminating an area to the side or rear of the vehicle for a distance not to exceed 75 feet at the level of the roadway:

(1) Tow trucks that are used to tow disabled vehicles may display utility floodlights, but only during the period of preparation for towing at the location from which a disabled vehicle is to be towed.

(b) Lamps permitted under subdivision (a) shall not be lighted during darkness, except while the vehicle is parked, nor project any glaring light into the eyes of an approaching driver.”

13) Warning Lamps on Tow Trucks (Section 25253).

“(a) Tow trucks used to tow disabled vehicles shall be equipped with flashing amber warning lamps. This subdivision does not apply to a tractor-trailer combination.

(b) Tow trucks may display flashing amber warning lamps while providing service to a disabled vehicle. A flashing amber warning lamp upon a tow truck may be displayed to the rear when the tow truck is towing a vehicle and moving at a speed slower than the normal flow of traffic.

(c) A tow truck shall not display flashing amber warning lamps on freeways except when an unusual traffic hazard or extreme hazard exists.”

Note: Vehicles used by automobile dismantlers to tow disabled vehicles may be equipped with flashing amber warning lights. Vehicles used by service stations or garages to occasionally render assistance to disabled vehicles are not tow trucks and are not permitted to be equipped with flashing amber warning lamps.

14) Use of Flashing Amber Warning Light (Section 25268).

“No person shall display a flashing amber warning light on a vehicle as permitted by this code except when an unusual traffic hazard exists.”

15) Warning Devices on Disabled or Parking Vehicles (Section 25300).

“(a) Every vehicle which, if operated during darkness, would be subject to the provisions of Section 25100, and every truck tractor, irrespective of width, shall at all times be equipped with at least three red emergency reflectors. The reflectors need be carried by only one vehicle in a combination.

All reflectors shall be maintained in good working condition.

(b) When any such vehicle is disabled on the roadway during darkness, reflectors of the type specified in subdivision (a) shall be immediately placed as follows:

(1) One at the traffic side of the disabled vehicle, not more than 10 feet to the front or rear thereof;

(2) One at a distance of approximately 100 feet to the rear of the disabled vehicle in the center of the traffic lane occupied by such vehicle; and

(3) One at a distance of approximately 100 feet to the front of the disabled vehicle in the center of the traffic lane occupied by such vehicle.

(4) If disablement of any such vehicle occurs within 500 feet of a curve, crest of a hill, or other obstruction to view, the driver shall so place the reflectors in that direction as to afford ample warning to other users of the highway, but in no case less than 100 nor more than 500 feet from the disabled vehicle.

(5) If disablement of the vehicle occurs upon any roadway of a divided or one-way highway, the driver shall place one reflector at a distance of approximately 200 feet and one such reflector at a distance of approximately 100 feet to the rear of the vehicle in the center of the lane occupied by the stopped vehicle, and one such reflector at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle.

(c) When any such vehicle is disabled or parked off the roadway but within 10 feet thereof during darkness, warning reflectors of the type specified in subdivision (a) shall be immediately placed by the driver as follows: one at a distance of approximately 200 feet and one at a distance of approximately 100 feet to the rear of the vehicle, and one at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle. The reflectors shall, if possible, be placed between the edge of the roadway and the vehicle, but in no event less than two feet to the left of the widest portion of the vehicle or load thereon.

(d) Until the reflectors required by this section can be placed properly, the requirements of this section may be complied with temporarily by either placing lighted red fuses in the required locations or by use of turn signal lamps, but only if front turn signal lamps at each side are being flashed simultaneously and rear turn signal lamps at each side are being flashed simultaneously.

(e) The reflectors shall be displayed continuously during darkness while the vehicle remains disabled upon the roadway or parked or disabled within 10 feet thereof.

(f) Subdivisions (b), (c), (d), and (e) do not apply to a vehicle under either of the following circumstances:

(1) Parked in a legal position within the corporate limits of any city.

(2) Parked in a legal position upon a roadway bounded by adjacent curbs.

(g) In addition to the reflectors specified in subdivision (a), an emergency warning sign or banner may be attached to a vehicle which is disabled upon the roadway or which is parked or disabled within 10 feet of a roadway.”

16) Use of Fusees (Section 25305).

“(a) No person shall place, deposit, or display upon or adjacent to any highway any lighted fusee, except as a warning to approaching vehicular traffic or railroad trains, or both, of an existing hazard upon or adjacent to the highway or highway-railroad crossing.

(b) It is unlawful to use any fusee which produces other than a red light. The provisions of this subdivision shall not apply to any railroad, as defined in Section 229 of the Public Utilities Code.”

17) Brakes (Sections 26453, 26454, 26458).

Section 26453

“All brakes and component parts thereof shall be maintained in good condition and in good working order. The brakes shall be so adjusted as to operate as equally as practicable with respect to the wheels on opposite sides of the vehicle.”

Section 26454

“(a) The service brakes of every motor vehicle or combination of vehicles shall be adequate to control the movement of and to stop and hold such vehicle or combination of vehicles under all conditions of loading on any grade on which it is operated.

(b) Every motor vehicle or combination of vehicles, at any time and under all conditions of loading, shall, upon application of the service brake, be capable of stopping from an initial speed of 20 miles per hour according to the following requirements:

(1) Any Passenger Vehicle: Maximum Stopping Distance of 25 feet

- (2) Any single motor vehicle with a manufacturer's gross vehicle weight rating of less than 10,000 lbs: Maximum Stopping Distance of 30 feet
- (3) Any combination of vehicles consisting of passenger vehicle or any motor vehicle with a manufacturer's gross vehicle weight rating of less than 10,000 lbs. in combination with any trailer, semitrailer or trailer coach: Maximum Stopping Distance of 40 feet
- (4) Any single motor vehicle with a manufacturer's gross vehicle weight rating of 10,000 lbs. or more or any bus: Maximum Stopping Distance of 40 feet
- (5) All other combinations of vehicles: Maximum Stopping Distance of 50 feet"

Section 26458

"(a) The braking system on every motor vehicle used to tow another vehicle shall be so arranged that one control on the towing vehicle shall, when applied, operate all the service brakes on the power unit and combination of vehicles when either or both of the following conditions exist:

- (1) The towing vehicle is required to be equipped with power brakes.
- (2) The towed vehicle is required to be equipped with brakes and is equipped with power brakes.

(b) Subdivision (a) shall not be construed to prohibit motor vehicles from being equipped with an additional control to be used to operate the brakes on the trailer or trailers.

(c) Subdivision (a) does not apply to any of the following combinations of vehicles, if the combination of vehicles meets the stopping distance requirements of Section 26454:

- (1) Vehicles engaged in driveaway-towaway operations.
- (2) Disabled vehicles, while being towed.
- (3) Towed motor vehicles.
- (4) Trailers equipped with inertially controlled brakes which are designed to be applied automatically upon breakaway from the

towing vehicle and which are capable of stopping and holding the trailer stationary for not less than 15 minutes.”

18) Broom, Shovel and Extinguisher (Section 27700(a)).

“(a) Tow trucks shall be equipped with and carry all of the following:

- (1) One or more brooms, and the driver of the tow truck engaged to remove a disabled vehicle from the scene of an accident shall remove all glass and debris deposited upon the roadway by the disabled vehicle which is to be towed;
- (2) One or more shovels, and whenever practical the tow truck driver engaged to remove any disabled vehicle shall spread dirt upon that portion of the roadway where oil or grease has been deposited by the disabled vehicle;
- (3) One or more fire extinguishers of the dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units and bearing the approval of a laboratory nationally recognized as properly equipped to make the approval.”

19) Signs, Tow Trucks (Section 27907). “There shall be displayed in a conspicuous place on both the right and left side of a tow truck or an automobile dismantler’s tow vehicle used to tow vehicles a sign showing the name of the company or the owner or operator of the tow truck or the automobile dismantler’s vehicle. The sign shall also contain the business address and telephone number of the owner or driver. The letters of the sign shall be not less than 2 inches in height and the lettering shall be in contrast to the color of the background upon which they are placed.”

NOTE: California Vehicle Code Section 25 prohibits the display of any sign, mark, or advertisement indicating an official connection between any tow service and the California Highway Patrol.

20) Safety Chains (Section 29004(a)-(c)).

“(a)

- (1) Except as required under paragraph (2), every towed vehicle shall be coupled to the towing vehicle by means of a safety chain, cable, or equivalent device in addition to the regular drawbar, tongue or other connection.
- (2) Any vehicle towed by a tow truck shall be coupled to the tow truck by means of at least two safety chains in addition to the primary restraining system. The safety chains shall be securely affixed to the truck frame, bed, or towing equipment, independent

of the towing sling, wheel lift, or under-reach towing equipment.

(3) Any vehicle transported on a slide back carrier or conventional trailer shall be secured by at least four tiedown chains, straps, or an equivalent device, independent of the winch or loading cable. This subdivision shall not apply to vehicle bodies that are being transported in compliance with Sections 1340 to 1344, inclusive, of Title 13 of the California Code of Regulations.

(b) All safety connections and attachments shall be of sufficient strength to control the towed vehicle in the event of failure of the regular hitch, coupling device, drawbar, tongue, or other connection. All safety connections and attachments also shall have a positive means of ensuring that the safety connection or attachment does not become dislodged while in transit.

(c) No more slack may be left in a safety chain, cable, or equivalent device than is necessary to permit proper turning. When a drawbar is used as the towing connection, the safety chain, cable, or equivalent device shall be connected to the towed and towing vehicle and to the drawbar so as to prevent the drawbar from dropping to the ground if the drawbar fails.”

DRAFT

EXHIBIT "B"

EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS

1. GENERAL EQUIPMENT SPECIFICATIONS AND USE EQUIPMENT:

- A. Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis GVWR, and the classification system used by the American Trucking Association (ATA) and truck manufacturers.

ATA and Manufacturers Classification

- a. Class 3 - 10,000-14,000 lbs. GVWR
- b. Class 4 - 14,001-16,000 lbs. GVWR
- c. Class 5 - 16,001-19,500 lbs. GVWR
- d. Class 6 - 19,501-26,000 lbs. GVWR
- e. Class 7 - 26,001-33,000 lbs. GVWR
- f. Class 8 - 33,001-or more GVWR

CHP Classification

- (Class A Tow Trucks)
- (Class A Tow Trucks)
- (Class A Tow Trucks)
- (Class B Tow Trucks)
- (Class B Tow Trucks)
- (Class B Tow Trucks)

- B. Equipment Limitations. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

C. Towing Limitations

- 1) The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).
- 2) The truck must meet all applicable state and/or federal standards.
- 3) The front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

- D. Identification Labels. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

- E. Recovery Equipment Rating. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

- 1) The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).

- 2) Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE J706.
 - 3) All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.
- F. Safety Chains. Safety chains shall be rated at no less than the rating specified by the OEM.
- 1) Two safety chains shall be used for vehicles being towed. The safety chains shall be securely affixed to the truck bed frame or wrecker boom, independent of the towing sling, bar or hitch, wheel lift, or underlift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps.
 - 2) Vehicles being transported on slide back carriers shall be secured by four tie-down chains or straps independent of the winch or loading cable.
 - 3) All safety connections and attachments shall have a positive means of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.
- G. Control/Safety Labels. All controls shall be clearly marked to indicate proper operations, as well as any special warnings or cautions.
- H. Signs. All tow trucks shall display signs on both sides containing Operator's company name, business address, and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 of the Vehicle Code.
- I. Wire Rope (Cable). Wire rope shall be maintained in good condition. Only wire rope with swaged ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use as approved by the CHP. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are 12 or more wires broken in lay length, or where there is other visible evidence of loss of strength.

2. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

A. Class A Tow Truck Minimum Equipment Specifications:

- 1) 10,000 pound GVWR chassis.
- 2) 4-ton recovery equipment rating.
- 3) Hydraulic or mechanical winch(es).

- 4) 100 ft. 3/8" x 19 cable or original equipment manufacturer's (OEM) specifications.
- 5) Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly.
- 6) Safety chains, 5/16" alloy or OEM specifications.
- 7) Tow sling rating 3,000 pounds, when equipped.
- 8) Wheel lift safety straps or equivalent mechanical device.
- 9) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.
- 10) Tow dolly.
- 11) One 3-ton snatch block.
- 12) Wheel lift rating – retracted 3,000 pounds.

B. Class A Car Carrier - One Car Minimum Equipment Specifications

- 1) 10,000 pound GVWR chassis.
- 2) Hydraulic or mechanical winch.
- 3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.
- 4) J/T hook loading bridle/chains.
- 5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported.
- 6) All required tie-down straps and safety chains shall be used as required during towing operations.

C. Class A Car Carrier - Two Cars Minimum Equipment Specifications

- 1) 16,001 pound GVWR chassis.
- 2) Hydraulic or mechanical winch.
- 3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.
- 4) J/T hook loading bridle/chains.
- 5) Safety chains 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported and two safety chains for the vehicle being towed.
- 6) All required tie-down straps and safety chains shall be used during towing operations.

D. Class B Tow Truck Minimum Equipment Specifications

- 1) 19,501 pound GVWR chassis.
- 2) Air brakes or hydraulic w/air hookup package.
- 3) 14-ton recovery equipment rating.
- 4) Hydraulic or mechanical winch(es).
- 5) 150 ft. 7/16" 6 x 10 cable or OEM specifications.
- 6) Tow chains, 1/2" alloy or OEM specifications.
- 7) Safety chains, 1/2" alloy or OEM specifications.
- 8) Tow sling rating 7,000 pounds.
- 9) Two 8-ton snatch blocks.
- 10) Wheel lift safety straps or equivalent mechanical device.

- 11) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.
- 12) Wheel lift or under lift rating – retracted, 10,000 pounds.

E. Class B Car Carrier Minimum Equipment Specifications

- 1) 19,501 pound GVWR chassis.
- 2) Hydraulic or mechanical winch.
- 3) 50 ft. 3/8" 6 19 cable or OEM specifications.
- 4) J/T hook loading bridle/chains.
- 5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for each vehicle being transported and two safety chains for the vehicle being towed.
- 6) All required tie-down straps and safety chains shall be used during towing operations.

F. Class C Tow Truck Minimum Equipment Specifications

- 1) 33,000 pound GVWR chassis.
- 2) Air brakes w/air hookup package and single control compressor.
- 3) 25-ton recovery equipment rating.
- 4) Hydraulic or mechanical winch(es).
- 5) 200 ft. 5/8" 6 x 19 cable or OEM specifications.
- 6) Tow chains, 5/8" alloy or OEM specifications.
- 7) Safety chains, 5/8" alloy or OEM specifications.
- 8) Tow sling rating 12,000 pounds.
- 9) Two 12-ton snatch blocks.
- 10) Under lift rating – retracted, 25,000 pounds.

G. Class D Tow Truck Minimum Equipment Specifications

- 1) 50,000 pound GVWR chassis.
- 2) Air brakes w/air hookup package.
- 3) 30-ton recovery equipment rating.
- 4) Hydraulic or mechanical winch(es).
- 5) 250 ft. 3/4" 6 x 19 cable or OEM specifications.
- 6) Tow chains, 5/8" alloy or OEM specifications.
- 7) Safety chains, 5/8" alloy or OEM specifications.
- 8) Tow sling rating 20,000 pounds.
- 9) Two 12-ton snatch blocks.
- 10) Under lift rating – retracted, 32,000 pounds.

3. AUXILIARY EQUIPMENT

A. Required Equipment All Classes

- 1) Extension - Brake and tail lamps.
- 2) Fire Extinguisher (Approved 4-B, C rating or better).
- 3) Flashlight.
- 4) Broom.
- 5) Shovel.
- 6) Wrecking bar (large pry bar).
- 7) Reflective triangles.
- 8) Equivalent of six 30-minute flares.
- 9) Covered trans can(s) with absorbent.
- 10) Shop rags and/or paper towels.
- 11) Shop to truck communications (C/B and cellular phones excluded).

B. Service and Other Equipment - (For service calls, each tow truck shall be equipped with the following service equipment):

- 1) Adequate emergency supply of fuel in an approved container.
- 2) Booster battery or hot box starting system.
- 3) Hydraulic jack capable of handling passenger cars and light trucks.
- 4) Metric and standard lug wrenches.
- 5) Rubber mallet/hub cap tool.
- 6) Lockout tools.
- 7) Motorcycle straps (Class A only).
- 8) Sledge hammer.
- 9) Tool kit may include:
 - (a) Assorted open end wrenches; standard 1/4" - 7/8" and Metric, 6-19mm.
 - (b) Assorted screwdrivers; Straight blade, Phillips and Torx.
 - (c) Crescent wrench.
 - (d) Ball peen hammer.
 - (e) Pliers.
 - (f) Battery and terminal cleaning tools.
 - (g) Mechanic's wire.
 - (h) Plastic electrical tape/duct tape.
 - (i) Tire valve core tool.
 - (j) Miscellaneous fuses.
 - (k) Small pry bar.
 - (l) Socket Sets; 1/4" - 1" and 6-19 mm.
 - (m) Ratchet and extensions.

C. Class A Required Equipment

- 1) One 3-ton rated snatch block.
- 2) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.
- 3) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.
- 4) Car carrier - J/T Hook loading bridle, a 4" x 4" x 48" and 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains.

D. Class B Required Equipment

- 1) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.
- 2) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.
- 3) Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.
- 4) Under lift - Assortment of lift forks/adapters, safety tie-down chains, and safety chains.
 - (a) Two 8-ton rated snatch blocks.
 - (b) Air hoses and necessary fittings to provide air to the towed vehicle.

E. Classes C and D Required Equipment

- 1) Towing sling - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains.
- 2) Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.
- 3) Under reach - Assortment of lift forks/adapters, safety tie-down chain(s), and safety chains.
 - (a) Steering wheel clamp.
 - (b) Two 12-ton rated snatch blocks.
 - (c) Air hoses and necessary fittings to provide air to the towed vehicle.

EXHIBIT "C"

RATES FOR TOWING AND STORAGE SERVICES

- A. As of the effective date of this Agreement, the approved rate structure for all towing, storage, and related services requested by IPD is contained in the CHP Tow Service Requirements and as attached hereto.
- B. Operator agrees that it shall, at no charge, tow City-owned vehicles as may be requested by City from time to time.
- C. If Operator charges rates above those approved in this Exhibit, as attached hereto, Operator shall be in violation of the Agreement and subject to termination.

EXHIBIT "D"

**ACKNOWLEDGEMENT TO BE SIGNED BY ALL TOWING
EMPLOYEES**

I. DRIVER INFORMATION GENERALLY

- A. Tow truck drivers and tow operation employees ("Drivers" and "employees" respectively) responding to calls initiated by the Irwindale Police Department ("IPD") are qualified and competent employees of _____ [INSERT NAME OF TOW COMPANY] ("Operator"). Operator shall ensure that Drivers are trained and proficient in the use of the tow trucks and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles providing services under this Agreement. Drivers shall be at least 18 years old and possess the following minimum class driver license:
1. Class A tow truck - A valid Class C license, or a valid Class A license with valid medical certificate.
 2. Class B tow truck - A valid Class C license for non-regulated vehicles, or a valid Class A license with valid medical certificate for regulated vehicles pursuant to Vehicle Code Section 34500.
 3. Class C and D tow trucks - A valid Class A license with valid medical certificate.
- B. The Class A license must be endorsed to allow operation of special vehicle configurations and/or special cargoes as described herein.
- C. Operator shall maintain a current list of Drivers and employees.
1. Operator shall maintain a current list of its employees available for inspection by the IPD . Operator shall update the list upon any change in employee status, including the addition of any new employee(s), or the deletion of any employee(s) and revocation or suspension of a Driver's license.
 2. Operator shall, at a minimum, maintain the following information for each employee:
 - a. Full name.
 - b. Date of Birth.
 - c. California driver's license number and expiration date.
 - d. Copy of valid medical certificate (if required).

- e. Job title/description.
 - f. Current home address.
 - g. Current home phone number.
 - h. For Drivers, the type(s) of truck(s) Driver has been trained and instructed to operate.
 - i. For Drivers, certificate showing driver is trained and certified with California Tow Truck Association (CTTA), Towing & Recovery Association of America (TRAA), or Wreckmaster (private).
- D. Drivers must maintain a neat, clean, and professional appearance at all times. Drivers must wear a distinctive uniform with shirttails tucked into the waistband of their pants. Hair, beard, and mustache must be neatly trimmed.
- E. Drivers and all employees shall refrain from any act(s) of misconduct, including, but not limited to, any of the following:
- 1. Rude or discourteous behavior.
 - 2. Lack of service, selective service, or refusal to provide service which employee is or should be capable of performing.
 - 3. Any act of sexual harassment or sexual impropriety.
 - 4. Unsafe driving.
 - 5. Exhibiting any objective symptoms of alcohol and/or drug use.
 - 6. Appearing at the scene of a IPD call with the odor of an alcoholic beverage emitting from his or her breath. Drivers shall submit to a preliminary alcohol screening test upon demand of the IPD.
 - 7. Use of radios or other music equipment or telephone ringers at levels that are excessively loud or cause disturbance to neighbors, as determined in IPD's sole and absolute discretion.
 - 8. Animals on premises, except watchdogs. However, watchdogs shall be maintained within the Operator's premises by a fence that is adequate to contain the dog within the premises. IPD may require Operator to remove the dog from the premises if, in IPD's sole and absolute discretion, the dog barks excessively.
 - 9. In the event of a misdemeanor traffic violation(s) by Driver(s) which is/are known by the IPD, the IPD shall advise Operator of the violation(s). Operator will be granted the opportunity to take necessary steps to ensure

that such Driver(s) drives in compliance with law. Any subsequent traffic violation(s) by the Driver may be cause for appropriate disciplinary action against the Driver.

10. Any traffic violation(s) involving a felony may be cause for immediate disciplinary action against Driver.
- F. Any conviction of Drivers and employees involving: a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a IPD tow call, or moral turpitude shall be cause for discipline of the Driver/employee up to and including termination. Drivers arrested or charged for a violation involving any of the above crimes may be suspended from work until the case is adjudicated.
 - G. Operator shall post a notice in a conspicuous place at Operator's place of business of a size which is at least 8 1/2" x 11" informing the public of the right to make complaints regarding service provided by Operator within the City, and shall include the name and location where complaints can be made to City. Operator shall notify the IPD, in writing, within seventy-two (72) hours of any complaints made to Operator regarding the performance of service in connection with towing or storage, or concerning rates, charges of fees, or any claims, or any legal actions filed, delivered or served upon or instituted against Operator or any of its agents, officers or employees.
 - H. Employees shall maintain Operator's equipment and premises in a neat, clean, orderly fashion and are expected to handle with care and professionalism all vehicles and equipment towed and/or stored in the course of Operator's business. Vandalism, theft and negligent destruction of properties belonging to either Operator or customers shall not be tolerated and are grounds for immediate discipline, up to and including termination.
 1. All surfaces of any Operator storage facility shall be in good repair without broken parts, holes, potholes, or litter and in such a condition that ensures that no damage to vehicles will result. Employees shall prevent contamination of soil with gasoline, oil, grease, or any other contaminating substance as specified by Federal, State, County or Municipal regulations.
 - I. A detailed written inventory of all personal property in any vehicle which is towed and stored or towed and impounded will be completed by the IPD employee requesting Operator's services, and a Driver/employee shall complete the appropriate section on the IPD's form and shall sign said form. A copy of said signed form shall be given to the tow truck driver and shall be retained by Operator. Whenever any item is removed from a stored vehicle and taken to another place of storage, an

employee shall provide a receipt, with a copy placed in the stored vehicle and a copy given to the IPD.

- J. Under no circumstances may a vehicle and/or personal property located in a IPD towed vehicle be released to the vehicle owner or his/her designated representative without the express written permission from the IPD and/or the BCE.

II. RATES AND TIME CHARGED FOR IPD CALLS

- K. Rates charged to vehicle owners serviced via IPD calls shall not exceed +/- 10% of the maximum rate amounts for towing and impounds chargeable to vehicle owners as determined by the California Highway Patrol ("CHP") for the Irwindale region and as approved between the City and Operator by contract.
- L. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when an operation involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway that required the use of auxiliary equipment due to the size or location of the vehicle occurs ("Vehicle Recovery Operations"), thereby requiring a larger class of tow truck. This will normally be limited to operations requiring a Class B, C, or D tow truck(s).
- M. The rate of towing shall be computed beginning from the time of departure from the place of business or point of dispatch whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that is not part of normal operating procedures. (Examples: (i) 4x4 recovery in the mud; reasonable to charge for cleaning mud from truck and equipment; (ii) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed; (iii) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.) ("Portal to Portal"). Time expended shall be charged at a rate not to exceed the authorized hourly rate. Time expended in excess of the minimums shall also be at the hourly rate in no more than one (1) minute increments. There shall be no additional charges, including without limitation, mileage or labor charges.
 - 1. Operator may charge the registered vehicle owner up to a thirty (30) minute minimum per call for any service or tow which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of a IPD officer ("Base Service").
 - 2. Operator may charge the registered vehicle owner up to a one-(1)-hour minimum per call on public safety response calls, which means a response that results in the storage of a vehicle at the direction of a IPD officer and

does not include storage at the request of the vehicle operator, registered owner, or agent.

3. Operator shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.

III. RESPONSE TIME

A. Responsive Service. Drivers shall respond to IPD calls twenty-four (24) hours per day, seven (7) days per week, within the maximum "response time" (the period of time from Operator's notification by IPD dispatch of a call to the arrival of the tow truck at the location requested). When Operator will be temporarily unavailable to provide services due to a preplanned or scheduled activity (e.g. vacations, maintenance, medical leave), Operator's representative or Driver shall notify the IPD at least twenty-four (24) hours prior to the date that services will be unavailable, noting the times and dates of the unavailability. Operator shall respond with a tow truck of the class required to tow the vehicle specified by the IPD. Operator shall advise IPD dispatch, at the time of notification, if Operator is either unable to respond or unable to meet the maximum response time. If, after accepting the call, Operator is unable to respond or will be delayed in responding, Operator shall immediately notify the IPD dispatch. In such case, the IPD shall have the right to use an alternative tow operator holding a towing franchise to provide the services for such call.

1. Response Times: Employees shall respond to IPD calls for critical tow circumstances (e.g., traffic collisions, impounds, hazards, road blockages) within twenty (20) minutes from the time Operator receives the request to the time the tow vehicle arrives at the location from which the critical tow is to be made.

- a. *Average Response Time*. Operator's response to calls from the IPD for towing service shall not exceed an average of twenty (20) minutes from the time Operator received the request from the IPD to the time the tow vehicle arrives at the location from which the tow is to be made. Said twenty (20) minute average response time shall be computed based upon any randomly selected fifty (50) instances of calls for service.

- b. *Maximum Response Time*. In no event shall the response time exceed twenty (20) minutes, except when Operator subcontracts for use of a three (3) axel tow truck, such response time shall not exceed thirty (30) minutes. Repeated occurrences where Operator exceeds the Maximum Response Time or fails to comply with the Average Response Time due to negligence of a Driver is cause for discipline or termination of such Driver.

Notwithstanding the foregoing, if Operator's dispatcher, at the time the call is placed, notifies the IPD that a tow unit cannot respond within the maximum response time and gives a reasonable cause therefor, which is beyond the control and without the fault or negligence of Operator or its Drivers, then Operator/Driver will not be deemed to have failed to respond to a call for service.

- c. Upon receiving requests for tow service by the IPD or BCE, employees shall record the time such requests are made and the time at which a tow vehicle is dispatched and maintain such record for at least six (6) months.
- B. In responding to a IPD call, Drivers shall perform the towing or service required for which Operator was called. This requirement may be waived by the IPD officer in charge, if the requested equipment is inadequate for the service to be performed.
- C. Drivers shall not respond to a IPD call assigned to another tow operator unless requested to do so by the IPD.
- D. Only the actual number and type of tow truck personnel and equipment requested by IPD shall respond to a IPD call. Additional tow truck personnel and equipment shall be pre-approved by the IPD officer in charge. This shall not preclude Drivers from responding to an incident to ascertain if additional assistance or equipment is required.

IV. GENERAL EQUIPMENT SPECIFICATIONS AND USE EQUIPMENT:

- A. Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis GVWR, and the classification system used by the American Trucking Association (ATA) and truck manufacturers.

ATA and Manufacturers Classification

- a. Class 3 - 10,000-14,000 lbs. GVWR
- b. Class 4 - 14,001-16,000 lbs. GVWR
- c. Class 5 - 16,001-19,500 lbs. GVWR
- d. Class 6 - 19,501-26,000 lbs. GVWR
- e. Class 7 - 26,001-33,000 lbs. GVWR
- f. Class 8 - 33,001-or more GVWR

CHP Classification

- (Class A Tow Trucks)
- (Class A Tow Trucks)
- (Class A Tow Trucks)
- (Class B Tow Trucks)
- (Class B Tow Trucks)
- (Class B Tow Trucks)

- B. Equipment Limitations. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

F. Towing Limitations

- 1) The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).
- 2) The truck must meet all applicable state and/or federal standards.
- 3) The front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

G. Identification Labels. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

H. Recovery Equipment Rating. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

- 1) The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).
- 2) Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE J706.
- 3) All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.

I. Safety Chains. Safety chains shall be rated at no less than the rating specified by the OEM.

- 1) Two safety chains shall be used for vehicles being towed. The safety chains shall be securely affixed to the truck bed frame or wrecker boom, independent of the towing sling, bar or hitch, wheel lift, or underlift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps.
- 2) Vehicles being transported on slide back carriers shall be secured by four tie-down chains or straps independent of the winch or loading cable.
- 3) All safety connections and attachments shall have a positive means of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.

- J. Control/Safety Labels. All controls shall be clearly marked to indicate proper operations, as well as any special warnings or cautions.
- K. Signs. All tow trucks shall display signs on both sides containing Operator's company name, business address, and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 of the Vehicle Code.
- L. Wire Rope (Cable). Wire rope shall be maintained in good condition. Only wire rope with swaged ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use as approved by the CHP. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are 12 or more wires broken in lay length, or where there is other visible evidence of loss of strength.

4. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

A. Class A Tow Truck Minimum Equipment Specifications:

- 1) 10,000 pound GVWR chassis.
- 2) 4-ton recovery equipment rating.
- 3) Hydraulic or mechanical winch(es).
- 4) 100 ft. 3/8" x 19 cable or original equipment manufacturer's (OEM) specifications.
- 5) Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly.
- 6) Safety chains, 5/16" alloy or OEM specifications.
- 7) Tow sling rating 3,000 pounds, when equipped.
- 8) Wheel lift safety straps or equivalent mechanical device.
- 9) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.
- 10) Tow dolly.
- 11) One 3-ton snatch block.
- 12) Wheel lift rating – retracted 3,000 pounds.

B. Class A Car Carrier - One Car Minimum Equipment Specifications

- 1) 10,000 pound GVWR chassis.
- 2) Hydraulic or mechanical winch.
- 3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.
- 4) J/T hook loading bridle/chains.
- 5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported.
- 6) All required tie-down straps and safety chains shall be used as required during towing operations.

C. Class A Car Carrier - Two Cars Minimum Equipment Specifications

- 1) 16,001 pound GVWR chassis.

- 2) Hydraulic or mechanical winch.
- 3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.
- 4) J/T hook loading bridle/chains.
- 5) Safety chains 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported and two safety chains for the vehicle being towed.
- 6) All required tie-down straps and safety chains shall be used during towing operations.

D. Class B Tow Truck Minimum Equipment Specifications

- 1) 19,501 pound GVWR chassis.
- 2) Air brakes or hydraulic w/air hookup package.
- 3) 14-ton recovery equipment rating.
- 4) Hydraulic or mechanical winch(es).
- 5) 150 ft. 7/16" 6 x 10 cable or OEM specifications.
- 6) Tow chains, 1/2" alloy or OEM specifications.
- 7) Safety chains, 1/2" alloy or OEM specifications.
- 8) Tow sling rating 7,000 pounds.
- 9) Two 8-ton snatch blocks.
- 10) Wheel lift safety straps or equivalent mechanical device.
- 11) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.
- 12) Wheel lift or under lift rating – retracted, 10,000 pounds.

E. Class B Car Carrier Minimum Equipment Specifications

- 1) 19,501 pound GVWR chassis.
- 2) Hydraulic or mechanical winch.
- 3) 50 ft. 3/8" 6 19 cable or OEM specifications.
- 4) J/T hook loading bridle/chains.
- 5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for each vehicle being transported and two safety chains for the vehicle being towed.
- 6) All required tie-down straps and safety chains shall be used during towing operations.

F. Class C Tow Truck Minimum Equipment Specifications

- 1) 33,000 pound GVWR chassis.
- 2) Air brakes w/air hookup package and single control compressor.
- 3) 25-ton recovery equipment rating.
- 4) Hydraulic or mechanical winch(es).
- 5) 200 ft. 5/8" 6 x 19 cable or OEM specifications.
- 6) Tow chains, 5/8" alloy or OEM specifications.
- 7) Safety chains, 5/8" alloy or OEM specifications.

- 8) Tow sling rating 12,000 pounds.
- 9) Two 12 ton snatch blocks.
- 10) Under lift rating – retracted, 25,000 pounds.

G. Class D Tow Truck Minimum Equipment Specifications

- 1) 50,000 pound GVWR chassis.
- 2) Air brakes w/air hookup package.
- 3) 30-ton recovery equipment rating.
- 4) Hydraulic or mechanical winch(es).
- 5) 250 ft. 3/4" 6 x 19 cable or OEM specifications.
- 6) Tow chains, 5/8" alloy or OEM specifications.
- 7) Safety chains, 5/8" alloy or OEM specifications.
- 8) Tow sling rating 20,000 pounds.
- 9) Two 12-ton snatch blocks.
- 10) Under lift rating – retracted, 32,000 pounds.

5. AUXILIARY EQUIPMENT

A. Required Equipment All Classes

- 1) Extension - Brake and tail lamps.
- 2) Fire Extinguisher (Approved 4-B, C rating or better).
- 3) Flashlight.
- 4) Broom.
- 5) Shovel.
- 6) Wrecking bar (large pry bar).
- 7) Reflective triangles.
- 8) Equivalent of six 30-minute flares.
- 9) Covered trans can(s) with absorbent.
- 10) Shop rags and/or paper towels.
- 11) Shop to truck communications (C/B and cellular phones excluded).

B. Service and Other Equipment - (For service calls, each tow truck shall be equipped with the following service equipment):

- 1) Adequate emergency supply of fuel in an approved container.
- 2) Booster battery or hot box starting system.
- 3) Hydraulic jack capable of handling passenger cars and light trucks.
- 4) Metric and standard lug wrenches.
- 5) Rubber mallet/hub cap tool.
- 6) Lockout tools.
- 7) Motorcycle straps (Class A only).
- 8) Sledge hammer.
- 9) Tool kit may include:
 - (a) Assorted open end wrenches; standard 1/4" - 7/8" and Metric, 6-19mm.

- (b) Assorted screwdrivers; Straight blade, Phillips and Torx.
- (c) Crescent wrench.
- (d) Ball peen hammer.
- (e) Pliers.
- (f) Battery and terminal cleaning tools.
- (g) Mechanic's wire.
- (h) Plastic electrical tape/duct tape.
- (i) Tire valve core tool.
- (j) Miscellaneous fuses.
- (k) Small pry bar.
- (l) Socket Sets; 1/4" - 1" and 6-19 mm.
- (m) Ratchet and extensions.

C. Class A Required Equipment

- 1) One 3-ton rated snatch block.
- 2) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.
- 3) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.
- 4) Car carrier - J/T Hook loading bridle, a 4" x 4" x 48" and 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains.

D. Class B Required Equipment

- 1) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.
- 2) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.
- 3) Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.
- 4) Under lift - Assortment of lift forks/adapters, safety tie-down chains, and safety chains.
 - (a) Two 8-ton rated snatch blocks.
 - (b) Air hoses and necessary fittings to provide air to the towed vehicle.

E. Classes C and D Required Equipment

- 1) Towing sling - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains.
- 2) Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.

- 3) Under reach - Assortment of lift forks/adapters, safety tie-down chain(s), and safety chains.
- (a) Steering wheel clamp.
 - (b) Two 12-ton rated snatch blocks.
 - (c) Air hoses and necessary fittings to provide air to the towed vehicle

ACKNOWLEDGEMENT

BY SIGNING THIS ACKNOWLEDGEMENT, I ACKNOWLEDGE THAT I UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THE TERMS AND PROVISIONS OF THE TOWING SERVICES AGREEMENT BETWEEN MY EMPLOYER AND THE CITY OF IRWINDALE, AND THAT ANY VIOLATION OF SAID TERMS AND PROVISIONS OF THIS AGREEMENT MAY RESULT IN IMMEDIATE TERMINATION OF MY EMPLOYMENT.

Employee's Signature

DRAFT

EXHIBIT "E"

OPERATOR'S OPERATIVE CHP TOW SERVICES AGREEMENT

EXHIBIT "F"

FRANCHISE FEES PAYABLE TO CITY

OPERATOR'S FEES.

- A. **Amount.** Operator fees, as specifically set forth at Exhibit "C," Section G, shall be paid by Operator to the City of Irwindale. Operator agrees to pay the City a fee equal to Thirty Percent (30%) of Operator's annual "gross receipts" attributable to the towing, storage and impound services provided by Operator in conjunction with this Agreement, as that term is defined in Exhibit "D" herein ("Percentage Fee"). Where vehicles are sold through a lien sale auction, operator shall pay City Ten Percent (10%) of annual receipts for lien sales ("Lien Sales Charge"). The City has determined that the portion of Operator's Fee relevant to the towing operations does not exceed the amount necessary to reimburse the City for the actual and reasonable costs incurred in connection with the towing program. (Reference: Vehicle Code Section 12110). Additionally, the parties hereby acknowledge and agree Operator's Fee, as a percentage fee upon gross receipts, is consistent with the Vehicle Code Section 12111.
- B. **Method of Payment.** Operator shall pay to the City, made to the attention of the City's Finance Director, the Percentage and Lien Sale Charge (collectively "Operator's Fee") on a quarterly basis on January 15th, April 15th, July 15th and October 15th. The Gross Receipts Report and Lien Sales Report referenced in Section E of Exhibit "D", shall accompany the quarterly payment of the Operator's Fee.
- C. **Adjustments to Operator's Fee.** Operator's Fee may be renegotiated annually between the City and Operator in good faith, as the City determines that adjustments of the fee are necessary, if actual costs for administration of the towing program exceeds or otherwise varies from the estimated costs upon which this Agreement is based. In the event that this Agreement is effective on a date other than January 1 of a calendar year, Operator's fee shall be prorated based upon a thirty (30) day month and three hundred sixty (360) days year.

Successor Agency Agenda

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

Item No. 1A1
November 9, 2016

OCTOBER 26, 2016
WEDNESDAY
7:57 P.M.

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

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

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

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

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

ITEM NO. 1A1 MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting held October 12, 2016.

ITEM NO. 1B WARRANTS

WARRANTS

The warrants were approved.

ITEM NO. 1C INVESTMENT QUARTERLY REPORT - SEPTEMBER 30, 2016

INVESTMENT QUARTERLY REPORT – SEPTEMBER 30, 2016 (Joint Item on City Council, Housing Authority, and Reclamation Authority)

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

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:58 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

November 9, 2016

AGENDA REPORT

Date: November 9, 2016

To: Honorable Chair and Members of the Successor Agency

From: John Davidson, City Manager/Executive Director

Issue: Amendment No. 4 to the Purchase and Sale Agreement (PSA) for 242 Live Oak Avenue

CITY MANAGER/EXECUTIVE DIRECTOR'S RECOMMENDATION:

That the Successor Agency take the following action:

ADOPT Resolution No. SA 2016-73-2887 approving Amendment No. 4 to the Purchase and Sale Agreement for 242 Live Oak Avenue between the Successor Agency and PDC LA/SD LLC.

BACKGROUND:

Pursuant to the adopted Long Range Property Management Plan, the Successor Agency has undertaken the process to sell certain real property received from the former Irwindale Community Redevelopment Agency, including a 3.36-acre parcel of undeveloped land at 242 Live Oak Avenue, Irwindale (Assessor's Parcel Number 8532-004-900).

After solicitation of offers, the Successor Agency selected PDC LA/SD LLC (also known as Panattoni Development Company) as the buyer for 242 Live Oak Avenue, and on July 22, 2015 the Successor Agency approved a purchase and sale agreement ("PSA") for the \$2,500,000 transaction. The PSA includes several terms and conditions for closing, including receipt of entitlements and building permits for development of a +/- 77,000 square-foot industrial building on the site. The schedule of performance is included in the PSA and, under the original agreement, may be extended by the Executive Director for up to 180 days, after which the PSA would need to be amended by the Successor Agency and Oversight Board.

Since the July 2015 approval, the process to entitle and issue building permits for the Panattoni development has taken longer than originally anticipated. Consistent with the PSA, the Executive Director approved three (3) subsequent amendments to the PSA's schedule of performance to extend the contingency and closing date for the 242 Live Oak Avenue escrow. These prior amendments are enumerated on the following page:

1. First Amendment dated February 1, 2016, to extend the contingency period by one month, from February 7, 2016 to March 7, 2016.
2. Second Amendment dated March 7, 2016, to extend the contingency period by one month, from March 7, 2016 to April 6, 2016
3. Third Amendment dated March 30, 2016 to extend the contingency period to June 6, 2016 and the outside closing date to October 6, 2016.

The PSA does not allow for additional extensions of the schedule of performance outside of the 180 day maximum imposed by the Third Amendment without prior approval by the Successor Agency and Oversight Board. For this reason, staff is recommending that the Successor Agency consider an amendment to the schedule of performance to extend by another 180 days the outside closing date, to April 4, 2016.

ANALYSIS:

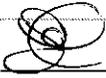
On October 12, 2016, the City Council held a public hearing and approved the entitlements for development of 242 Live Oak Avenue, consisting of a Negative Declaration and approving a Site Plan and Design Review Permit No. 01-2016, subject to attendant conditions of approval. Prior to closing, Panattoni will need to receive building permits from the City as well, which may still take several months.

Presently, the applicant is delayed due to water capacity issues that may require coordination with the local water agencies or constructing an onsite water tank for the project. An additional delay has pertained to obtaining a formal emergency access easement from a private alley south of the property, which requires consent from the neighboring property owner. Both matters are not considered to be substantial hurdles to overcome but have taken more time than anticipated.

Staff is recommending a 180-day extension to the outside closing date, extending from October 6, 2016 to April 4, 2017 to allow sufficient time to resolve these remaining issues prior to issuance of a building permit and closing the sale of 242 Live Oak Avenue. Accordingly, the accompanying resolution and fourth amendment to the PSA are enclosed with this agenda report.

FISCAL IMPACT:

Approval of the extension of the outside closing date to April 4, 2017 would not result in any direct costs to the Successor Agency or any of the taxing agencies. It would, however, result in some unavoidable delay in the distribution of proceeds from the sale of 242 Live Oak Avenue to the taxing agencies, including the City, because of the extension of closing to April 2017.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Contact Person: Gus Romo, Community Development Director
626.430.2206
gromo@ci.irwindale.ca.us



John Davidson
City Manager/Executive Director

ATTACHMENTS:

Resolution No. SA 2016-73-2887 with Exhibit: Amendment No. 4 to the Purchase and Sale Agreement for 242 Live Oak Avenue

RESOLUTION NO. SA 2016-73-2887

**A RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF IRWINDALE,
CALIFORNIA, APPROVING AMENDMENT NO. 4 TO THE PURCHASE AND SALE
AGREEMENT (PSA) FOR 242 LIVE OAK AVENUE BETWEEN THE SUCCESSOR AGENCY
AND PDC LA/SD LLC**

WHEREAS, pursuant to the dissolution of redevelopment agencies per Assembly Bill (“AB”) ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), and subsequent legislation; AB 1484 (Chapter 26, Statutes of 2012) (altogether, “Dissolution Act”), the City of Irwindale (“City”) adopted Resolution No. 2012-08-2547 on January 11, 2012, electing to serve as Successor Agency to the Irwindale Community Redevelopment Agency (“Successor Agency”); and

WHEREAS, the property located at 242 Live Oak Avenue (“Property”) was included in the Successor Agency’s Long-Range Property Management Plan (“LRPMP”), which was prepared pursuant to the Dissolution Act and described the proposed plans for disposition of all 25 real estate assets owned by the Irwindale Community Redevelopment Agency at the time of redevelopment dissolution; and

WHEREAS, the LRPMP, approved by the California Department of Finance on August 8, 2014, indicated that the Successor Agency would sell the Property; and

WHEREAS, the Successor Agency approved a Purchase and Sale Agreement for 242 Live Oak Avenue with PDC LA/SD LLC (“Buyer”) on July 22, 2015 by Resolution No. 2015-43-2772 (“PSA”); and

WHEREAS, consistent with the PSA, the Buyer has requested and received the maximum duration of extensions for the outside closing date for the PSA in the form of three amendments approved by the Executive Director of the Successor Agency, and has indicated to Successor Agency staff that an additional 180 days is needed to complete the activities necessary to secure a building permit from the City of Irwindale; and

WHEREAS, a proposed fourth amendment to the PSA for 242 Live Oak Avenue is enclosed herewith.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS, that the Successor Agency hereby do find, determine, and declare based upon the evidence presented as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated herein by reference.
2. Approval of the Fourth Amendment to the Purchase and Sale Agreement. The Successor Agency hereby approves the fourth amendment to the Purchase and Sale Agreement for 242 Live Oak Avenue in the form attached herewith as Exhibit “A”, thereby extending the outside closing date to Tuesday, April 4, 2017, subject to the subsequent approval by the Oversight Board.

PASSED, APPROVED AND ADOPTED this 9th day of November, 2016.

Mark A. Breceda, Chairperson

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No.SA 2016-2016-73-2887 was duly adopted by the Successor Agency of the City of Irwindale, at a regular meeting held on the 9th day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Laura M. Nieto, CMC
Deputy City Clerk

Exhibit "A"

Amendment No. 4 to the Purchase and Sale Agreement
242 Live Oak Avenue

Successor Agency to the Irwindale Community Redevelopment Agency
and
PDC LA/SD LLC

[see following]



City of Irwindale
5050 N. Irwindale Avenue • Irwindale, California 91706
Voice: 626-430-2270 • Facsimile: 626-962-2018

November ____, 2016

Mark D. Payne
PDC LA/SD LLC
c/o Panattoni Development
20411 SW Birch Street, Suite 200
Newport Beach, CA 92660

SUBJECT: 180-Day Extension of the Outside Closing Date Approved by the Irwindale Successor Agency Executive Director for 242 Live Oak Avenue, Irwindale

Dear Mr. Payne,

Based on unforeseen circumstances that have arisen during your contingency period for the property located at 242 Live Oak Avenue in Irwindale ("Site"), PDC LA/SD LLC's ("Purchaser") request for a 180-day outside closing date extension are hereby **APPROVED**, subject to the conditions described herein. We understand that the Purchaser is requesting these extensions based on delays in obtaining building permits.

Section 11 of the PSA established an outside closing date of 240 days following the opening of escrow. Escrow opened on August 13, 2015; thus, the original outside closing date was April 9, 2016, which has been subsequently amended by three prior amendments approved by the Successor Agency Executive Director, to October 6, 2016. **The outside closing date is hereby extended 180 days to 5:00 p.m. Pacific time on Tuesday, April 4, 2017.**

Except as modified and amended by this Fourth Amendment, all other provisions of the PSA shall remain unchanged and in full force and effect.

Please sign below to acknowledge concurrence and acceptance of this PSA outside closing date extension and return the original signed letter to the Seller before 5:00 p.m. Pacific time on November 21, 2016 to the attention of our Community Development Director, Gus Romo, at the address shown below:

Gus Romo
Community Development Director
Irwindale City Hall
5050 N. Irwindale Avenue
Irwindale, CA 91706

Sincerely,

John Davidson
Executive Director

C: Fred Galante, City Attorney
Gus Romo, Community Development Director
Jim Simon, RSG, Inc.
First American Title Company (Escrow)

ACKNOWLEDGEMENT AND APPROVAL

By: _____

Name: Mark Payne

Title: _____

Date: _____

Mark D. Payne
PDC LA/SD LLC
c/o Panattoni Development
20411 SW Birch Street, Suite 200
Newport Beach, CA 92660

HOUSING AGENDA
ITEM 1A1

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

NOV 09 2016

OCTOBER 26, 2016
WEDNESDAY
7:58 P.M.

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

ROLL CALL:

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

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

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Authority Member Burrola, seconded by Authority Member 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. 1A1
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting held October 12, 2016.

ITEM NO. 1B
INVESTMENT
QUARTERLY REPORT -
SEPTEMBER 30, 2016

INVESTMENT QUARTERLY REPORT – SEPTEMBER 30, 2016
(Joint Item on City Council, Successor Agency, and Reclamation Authority)

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

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:59 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary