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

RECLAMATION AUTHORITY

DECEMBER 14, 2016

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

IRWINDALE CITY HALL / COUNCIL CHAMBER

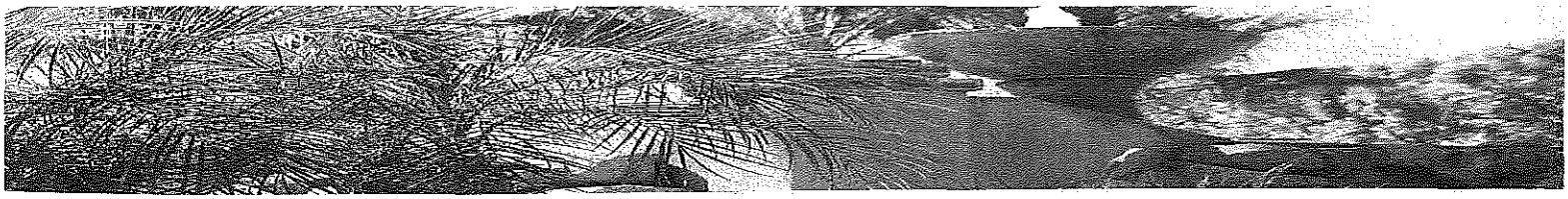
CLOSED SESSION – CITY HALL CONFERENCE ROOM
REGULAR MEETING – CITY HALL COUNCIL CHAMBER

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

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

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

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



Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL

CLOSED SESSION – 5:30 P.M.

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

A) Name of Case: Manuel Garcia v. City of Irwindale
Case Number: KC066877
Conflict of Interest: Breceda and Garcia

B) Name of Case: USA Waste of California, Inc. v. City of Irwindale, et al.
Case Number: LASC Case Number KC 066276
Conflict of Interest: None

C) Name of Case: City of Irwindale v. Michael Cohen, Cal. Dept. of Finance, et al., Sacramento Superior Court
Case Number: 34-2015-80002026-CU-WM-GDS
Conflict of Interest: None

D) Name of Case: City of Irwindale vs. Nuway Industries, Inc. et.al
Case Number: KC068677
Conflict of Interest: None

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 Real Property Negotiators
Pursuant to California Government Code Section 54956.8

A) 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

B) Property: Irwindale Plaza parking lot
Negotiating Parties: City of Irwindale and Samuel Kang, Inland Realty & Investments
Under Negotiation: Sale of APNs: 8417-029-914, -916 & -927
Conflict of Interest: Breceda

ADJOURN

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

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

E. REPORT FROM CLOSED SESSION

F. CHANGES TO THE AGENDA

G. COUNCIL MEMBER TRAVEL REPORTS

H. ANNOUNCEMENTS

I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

1. Introduction of Administrative Assistant Sari Canales
2. Introduction of Recreation Clerk Delfina Tapia-Osterheim

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Irwindale Chamber of Commerce Quarterly Update

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

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

A. Minutes

Recommendation: Approve the following minutes:

1. Special meeting held November 2, 2016
2. Regular meeting held November 9, 2016

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Approval of the TelePacific Service Agreement / Network Service for Telephone, Internet, and Data Service

Recommendation: **Adopt Resolution No. 2016-82-2896** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AWARDING A TELECOMMUNICATIONS ACCOUNT AGREEMENT TO TELEPACIFIC FOR CITYWIDE TELEPHONE, INTERNET, AND DATA SERVICES" reading by title only and waiving further reading thereof.

D. Purchase of Senior Center / Community Center Tables and Chairs and Declaration of Surplus of Senior Center/ Community Center Tables and Chairs

Recommendation: 1) Waive formal bidding process per the Irwindale Municipal Code and approve the issuance of a Purchase Order to Mity-lite Durability by Design in the amount of $30,946.72 for the purchase of chairs for the Senior Center and Community Center; and 2)

declare twenty-one (21) round tables, nine (9) 6-foot tables, eight (8) 8-foot tables, 196 chairs as surplus equipment.

E. Appropriation of Funds, Waive Formal Bidding Procedures and Approve the Issuance of Purchase Orders to AT & T for Services Provided to the Irwindale Police Department

Recommendation: **Approve Resolution No. 2016-77-2891** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING $27,300, WAIVING FORMAL BIDDING REQUIREMENTS AND APPROVING THE ISSUANCE OF A PURCHASE ORDER TO AT & T FOR SERVICES PROVIDED TO THE IRWINDALE POLICE DEPARTMENT" reading by title only and waiving further reading thereof.

F. Issue Request for Proposals (RFP) For Fireworks Program

Recommendation: **Adopt Resolution No. 2016-76-2890** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR FIREWORKS PROGRAM ON THE 4TH OF JULY 2017" reading by title only and waiving further reading thereof.

G. Award of a Two Year Contract with F.M. Thomas Air Conditioning, Inc. in the Amount of $20,544.00 to Provide HVAC Preventive Maintenance for City- Owned Buildings

Recommendation: Authorize the City Manager to enter into an agreement with F.M. Thomas Air Conditioning, Inc. in the amount of $20,544.00 to provide HVAC preventive maintenance services for City-owned buildings for a twenty-four (24) month period, with an option for two consecutive twelve (12) month extensions.

H. Award of Contract for Construction Management, Inspection and Material Testing for Off-Site Improvements for Housing Development Phases I and II at Various Locations and the Alderson Site Development Projects (Joint Item on Housing Authority Agenda)

Recommendation: Authorize the City Manager to enter into an agreement with Design Concepts Consulting, Inc. in the amount of $169,000.00 for construction management, inspection, and material testing services for off-site improvements of Housing Development Phases I and II at various locations and the Alderson Site Development Projects.

I. Award of Contract for the Installation of Storm Drain Catch Basin Full Capture Inserts for Catch Basins that Drain to the Los Angeles River in the City of Irwindale

Recommendation: (1) **Adopt Resolution No. 2016-83-2897** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING MONIES FROM THE GENERAL FUND BALANCE FOR THE INSTALLATION OF STORM DRAIN CATCH BASIN FULL CAPTURE INSERTS FOR CATCH BASINS THAT DRAIN TO THE LOS ANGELES RIVER IN THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof; (2) authorize the City Manager to enter into an agreement with G2 Construction in the amount of $38,040.00 for the installation of storm drain catch basin full capture inserts for catch basins that drain to the Los Angeles River in the City of Irwindale; (3) find that the project is categorically exempt from California Environmental Quality Act (CEQA), (4) approve a 20% project contingency in the amount of $7,608.00 to cover any unforeseeable conditions that may arise during construction and (5) approve a 15% amount for construction management and inspection in the amount of $5,706.00.

J. Request to Approve Amendment No. 1 for the Contract Services Agreement (CSA) with DUDEK ("Contractor") for the Preparation of an Environmental Impact Report (EIR) for a New Kaiser Medical Office Building (MOB) Proposed to be located at 12761 Schabarum Avenue

Recommendation: Approve the attached CSA Amendment No. 1 with the Contractor for the preparation of an Environmental Impact Report (EIR) for a new Kaiser Medical Office Building proposed to be located at 12761 Schabarum Avenue.

K. Consideration of the City-Owned Manning Parcel Located on Allen Drive as a City Yard and Police Operation Facility

Recommendation: Authorize the interim use of a Public Works Yard and a Police Department facility for an Emergency Operation Center on the City-owned Manning parcel located on Allen Drive south of Arrow Highway.

L. Amendment to "Attachment A" of the City-County Municipal Services Agreement for Animal Care and Control Services

Recommendation: (1) approve the amendment to "Attachment A" of the City-County Municipal Services Agreement for Animal Care and Control Services Agreement, including the revised Attachment A; and (2) authorize the City Manager to execute the "Attachment A", amended service request approval forms.

M. Approve a Resolution to Adopt a Complete Streets Policy

Recommendation: **Adopt Resolution No. 2016-84-2898** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING A COMPLETE STREETS POLICY FOR ESTABLISHING GUIDING PRINCIPLES AND PRACTICE SO THAT TRANSPORTATION IMPROVEMENTS ARE PLANNED, DESIGNED, CONSTRUCTED, OPERATED AND MAINTAINED TO INTEGRATE WALKING, BICYCLING, TRANSIT, EMERGENCY AND MOTOR VEHICLE USE WHILE PROMOTING SAFE AND EFFICIENT OPERATIONS FOR ALL USERS" reading by title only and waiving further reading thereof.

N. Senior Nutrition Program Contract for Fiscal Year 2016-2017

Recommendation: 1) **Adopt Resolution No. 2016-67-2881** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING A CONTRACT SERVICES AGREEMENT WITH MORRISON MANAGEMENT SPECIALISTS FOR THE SENIOR CENTER NUTRITION MEAL PROGRAM", reading by title only and waiving further reading thereof; 2) authorize the City Manager to execute the contract in the amount of $37,538.00 with Morrison Management Specialists subject to approval as to form by the City Attorney; and 3) authorize the issuance of a Purchase Order to Morrison Management Specialists in the amount of $37,538.00.

2. NEW BUSINESS

A. Mayor's Appointment of Alternates and Delegates

Recommendation: **Adopt Resolution No. 2016-78-2892** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY" reading by title only and waiving further reading thereof.

B. Resolution Appointing Members to the Parks & Recreation Commission

Recommendation: **Adopt Resolution No. 2016-79-2893** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING MEMBERS TO THE PARKS & RECREATION COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

C. Resolution Appointing a Member to the Senior Citizen Commission

Recommendation: **Adopt Resolution No. 2016-81-2895** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE SENIOR

CITIZEN COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

D. Adoption of the City of Irwindale Fraud Policy (Continued from November 9, 2016)

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.

E. Request to select one councilmember to the Irwindale Transit Oriented Development (TOD) Specific Plan Ad Hoc Committee

Recommendation: Select one councilmember to the TOD Specific Plan Ad Hoc Committee.

F. An Ordinance of the City Council of the City of Irwindale Amending Title 15 of the Irwindale Municipal Code by Adding Chapter 15.05 – Existing Building Code and Adopting by Reference the Los Angeles County Building Code (2017 Edition) with Irwindale Amendments, Los Angeles County Electrical Code (2017 Edition), Los Angeles County Plumbing Code (2017 Edition), Los Angeles County Mechanical Code (2017 Edition), Los Angeles County Green Building Standards Code (2017 Edition), Los Angeles County Residential Code (2017 Edition), Existing Building Code (2017 Edition), and Adopting Local Amendments Thereto Repealing All other Ordinances or Portions of Ordinances in Conflict Therewith, Pursuant to Government Code Section 50022.2 Et Seq.

Recommendation: **Introduce for first reading Ordinance No. 709** amending Title 15 of Irwindale Municipal Code by adding Chapter 15.05 – Existing Building Code and adopting by reference the 2017 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards and Existing Building, Codes with County and City Amendments, and schedule a public hearing accordingly, reading by title only and waiving further reading thereof.

G. Addendum No. 1 to Certified Final Environmental Impact Report for the Olive Pit Mine and Reclamation Project

Recommendation: Receive and file Addendum No. 1 to the Certified Final Environmental Impact Report for the Olive Pit Mine and Reclamation Project analyzing the proposed revision to the annual allowable rate of mining so as to reduce the overall timeline of the project.

H. Request for Discussion by Councilmember Ortiz to Explore the Possibility of Moving to Even-Year Elections (Verbal)

3. OLD BUSINESS

4. PUBLIC HEARINGS

A. Ordinance No. 706: An Ordinance Revising Section 17.70.010 of the City of Irwindale Municipal Code (IMC) and Section 4.2 of the Commercial and Industrial Design Guidelines to Include an Exemption for Temporary Pre-Fabricated Structures for Public Agencies and Utility Companies for a Maximum of Ten Years

Recommendation: Consider Planning Commission's Resolution No. 687(16) Recommending the City Council deny proposed Ordinance No. 706 (Zoning Ordinance Amendment (ZOA) No. 03-2016 amending Section 17.70.010 of the Irwindale Municipal Code (IMC) and Section 4.2 of the Commercial and Industrial Design Guidelines ("Design Guidelines") to include an exemption for prefabricated structures for Public Agencies and Utility Companies; and **adopt either Resolution No. 2016-74-2888** entitled, "A RESOLUTION OF THE IRWINDALE CITY COUNCIL CONCURRING WITH THE CITY OF IRWINDALE PLANNING COMMISSION'S RECOMMENDATION OF DENIAL FOR PROPOSED ORDINANCE NO. 706 (ZONING ORDINANCE AMENDMENT (ZOA) NO. 03-2016) TO AMEND SECTION 17.70.010 OF THE IRWINDALE MUNICIPAL CODE AND SECTION 4.2 OF THE IRWINDALE COMMERCIAL AND INDUSTRIAL DESIGN GUIDELINES TO ADD AN EXEMPTION FOR TEMPORARY PRE-FABRICATED STRUCTURES FOR PUBLIC AGENCIES AND UTILITY COMPANIES AND FINDING THE ZONING ORDINANCE AMENDMENT TO BE EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT" **OR introduce for first reading Ordinance No. 706** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 17.70.010 OF THE IRWINDALE MUNICIPAL CODE AND SECTION 4.2 OF THE IRWINDALE COMMERCIAL AND INDUSTRIAL DESIGN GUIDELINES TO ADD AN EXEMPTION FOR TEMPORARY PRE-FABRICATED STRUCTURES FOR PUBLIC AGENCIES AND UTILITY COMPANIES" reading by title only and waiving further reading thereof.

B. Site Plan and Design Review (DA) No. 03-2016 – Replacement and Installation of New Modular Office Trailers for Southern California Edison (SCE) at 13570 Live Oak Avenue (APNs: 8532-003-800, 801, 802, 803, 804)

Recommendation: That the City Council consider the Planning Commission's Resolution No. 689(16) recommending the City Council deny Site Plan and Design Review (DA) No. 03-2016 to allow the replacement and installation of new modular office trailers for Southern California Edison (SCE) at 13570 Live Oak Avenue; and **Adopt either** (1) **Resolution No. 2016-75-2889**, entitled "A RESOLUTION OF THE CITY OF IRWINDALE CITY COUNCIL DENYING SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2016, PURSUANT TO A RECOMMENDATION BY THE CITY OF IRWINDALE PLANNING COMMISSION, TO ALLOW THE REPLACEMENT AND INSTALLATION OF NEW MODULAR OFFICE TRAILERS FOR SOUTHERN CALIFORNIA EDISON (SCE) AT 13570 LIVE OAK AVENUE IN THE M-2 (HEAVY

MANUFACTURING) ZONE WITHOUT COMPLYING WITH THE CITY'S COMMERCIAL AND INDUSTRIAL DESIGN GUIDELINES AS SET FORTH HEREIN AND MAKING FINDINGS OF DENIAL;" **OR** (2) **adopt Resolution No. 2016-75-2889**, entitled "A RESOLUTION OF THE CITY OF IRWINDALE CITY COUNCIL APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2016, TO ALLOW THE REPLACEMENT AND INSTALLATION OF NEW MODULAR OFFICE TRAILERS FOR SOUTHERN CALIFORNIA EDISON (SCE) AT 13570 LIVE OAK AVENUE IN THE M-2 (HEAVY MANUFACTURING) ZONE, SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF" reading by title only and waiving further reading thereof.

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 November 9, 2016

B. Warrants

Recommendation: Approve

C. Sale of Real Properties from Successor Agency to Housing Authority In Accordance with Long Range Property Management Plan (Joint Item on Housing Authority Agenda) ***Conflict of Interest: Breceda***

Recommendation: **Adopt Joint Resolutions Nos. HA 2016-07-060 and SA 2016-80-2894**, entitled "A JOINT RESOLUTION OF THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE AND THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE PURCHASE AND SALE OF 2424 MOUNTAIN AVENUE FROM THE SUCCESSOR AGENCY" reading by title only and waiving further reading thereof.

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 November 9, 2016

B. Award of Contract for Construction Management, Inspection and Material Testing for Off-Site Improvements for Housing Development Phases I and II at Various Locations and the Alderson Site Development Projects (Joint Item on City Council Agenda)

Recommendation: Authorize the City Manager to enter into an agreement with Design Concepts Consulting, Inc. in the amount of $169,000.00 for construction management, inspection, and material testing services for off-site improvements of Housing

Development Phases I and II at various locations and the Alderson Site Development Projects.

C. Sale of Real Properties from Successor Agency to Housing Authority In Accordance with Long Range Property Management Plan (Joint Item on Successor Agency Agenda) ***Conflict of Interest: Breceda***

Recommendation: **Adopt Joint Resolutions Nos. HA 2016-07-060 and SA 2016-80-2894**, entitled "A JOINT RESOLUTION OF THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE AND THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE PURCHASE AND SALE OF 2424 MOUNTAIN AVENUE FROM THE SUCCESSOR AGENCY" reading by title only and waiving further reading thereof.

D. Irwindale Housing Authority Annual Report for FY 2015-2016 and SB 341 Annual Report for FY 2015-2016

Recommendation: Receive and file the FY 2015-2016 Irwindale Housing Authority Annual Report; and approve the SB 341 Annual Report for Fiscal Year 2015-2016 ("Report") and the posting of the Report and supporting documentation on the City's website; subject as approval as to form by Authority Counsel.

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

RECLAMATION AUTHORITY

As required by Government Code section 54954.3, members of the City Council are also members of the Reclamation Authority, which is concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of $300 for attending the Reclamation Authority meeting

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 Reclamation 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 September 14, 2016
2. Regular Meeting held October 26, 2016

B. 2016 Fourth Quarter Mining Report of Ten SMARA Pits

Recommendation: Receive and file the report.

2. NEW BUSINESS
3. PUBLIC HEARING
4. ADJOURNMENT

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, Housing and Reclamation Authorities, to be held on December 14, 2016 be posted at the City Hall, Library, and Post Office on December 8, 2016.

Laura M. Nieto, CMC

Laura M. Nieto, CMC
Deputy City Clerk

COUNCIL AGENDA
ITEM 1A1

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

DEC 14 2016

NOVEMBER 2, 2016
WEDNESDAY
5:30 P.M.

The Irwindale **CITY COUNCIL** met in special 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; Fred Galante, City Attorney

PUBLIC COMMENTS

None

RECESS TO CLOSED SESSION

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

Pursuant to California Government Code Section 54956.75

Audit by California State Auditor's Office

ACTION: Discussed, no reportable action taken

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:12 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

COUNCIL AGENDA
ITEM 1A2

DEC 14 2016

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

NOVEMBER 9, 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 Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

Name of Case: Manuel Garcia v. City of Irwindale
Case Number: KC066877

ACTION: Not discussed

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

Number of Cases: One

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

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 Real Property Negotiators
Pursuant to California Government Code Section 54956.8

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

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

RECONVENE IN OPEN SESSION

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

REORGANIZATION OF CITY COUNCIL

DEPUTY CITY CLERK NIETO

Deputy City Clerk Nieto described the process in conducting the Council reorganization. She then opened the floor for nominations for the office of Mayor.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz nominated Councilmember Breceda.

ROLL CALL

There being no further nominations, Deputy City Clerk Nieto closed the nomination period. The above-mentioned nomination was unanimously approved.

MAYOR BRECEDA

Mayor Breceda opened the floor for nominations for the office of Mayor Pro Tem.

COUNCILMEMBER GARCIA

Councilmember Garcia nominated Councilmember Ambriz.

ROLL CALL

There being no further nominations, Mayor Breceda closed the nomination period. The above-mentioned nomination was unanimously approved.

ROLL CALL OF NEWLY-ORGANIZED CITY COUNCIL

The roll call was conducted, with all members of the Council present.

CHANGES TO THE AGENDA

None.

COUNCILMEMBER TRAVEL REPORTS

None.

ANNOUNCEMENTS

COUNCILMEMBER ORTIZ	Councilmember Ortiz requested adjourning the meeting in memory of Maria Consuelo Arroyo. He also noted an invitation received from the Our Lady of Guadalupe Church Committee to a procession in celebration of the patron of the Catholic Church, which will take place on Sunday, December 11.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz reported on his attendance at a birthday function at the Senior Center and commended the Senior Center for their great work.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

PRESENTATION TO CHAMBER OF COMMERCE BUSINESS OF THE MONTH FOR NOVEMBER 2016 – SPAGHETTI EDDIES	PRESENTATION TO CHAMBER OF COMMERCE BUSINESS OF THE MONTH FOR NOVEMBER 2016 – SPAGHETTI EDDIES The presentation was made.
PRESENTATION TO CHAMBER OF COMMERCE BUSINESS OF THE MONTH FOR OCTOBER 2016 – MARIPOSA LANDSCAPES, INC.	PRESENTATION TO CHAMBER OF COMMERCE BUSINESS OF THE MONTH FOR OCTOBER 2016 – MARIPOSA LANDSCAPES, INC. The presentation was made.
PRESENTATION BY VALLEY COUNTY WATER DISTRICT GENERAL MANAGER JOSE MARTINEZ	PRESENTATION BY VALLEY COUNTY WATER DISTRICT GENERAL MANAGER JOSE MARTINEZ The presentation was made.
COUNCILMEMBER ORTIZ	Responding to a question by Councilmember Ortiz, Mr. Martinez advised that there are certain criteria that must be met in order to participate in Valley County Water District programs.
COUNCILMEMBER BURROLA	Councilmember Burrola asked about the amount of water that the Valley County Water District purchases, to which Mr. Martinez indicated that it produces all its water from the basin; however, the amount of water that is extracted is limited. Replenishment water is

purchased to supplement the water that is extracted. Water demands remain consistent.

COUNCILMEMBER GARCIA

Responding to a question by Councilmember Garcia, Mr. Martinez explained that there are restrictions with water delivery due to both regulatory and physical drought conditions. He added that the basin has been prepared to accept as much rainwater as possible.

SPONTANEOUS COMMUNICATIONS

AL CONTRERAS

Al Contreras spoke on water conservation efforts by the LA County Corps of Engineers.

CONSENT CALENDAR

MOTION

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

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held October 26, 2016

ITEM NO. 1B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

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

ITEM NO. 1C
RESOLUTION APPOINTING CITY MANAGER AS CITY CLERK

RESOLUTION NO. 2016-66-2880 – APPOINTING CITY MANAGER AS CITY CLERK

RESOLUTION NO. 2016-66-2880 ADOPTED

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," was adopted.

ITEM NO. 1D
CLAIM REJECTION – CHAVEZ V. CITY OF IRWINDALE

CLAIM REJECTION – CHAVEZ V. CITY OF IRWINDALE

The claim of Chavez v. City of Irwindale was rejected and staff was directed to send a standard letter of rejection.

END OF CONSENT CALENDAR

ITEM NO. 1E ADOPTION OF THE CITY OF IRWINDALE FRAUD POLICY	ADOPTION OF THE CITY OF IRWINDALE FRAUD POLICY
COUNCILMEMBER GARCIA	Councilmember Garcia asked clarifying questions regarding the policy and suggested waiting to approve it until after either the meet-and-confer process to discuss the matter with the employee bargaining units is completed or until City Manager Davidson returns.
ACTING CITY MANAGER TAM	Acting City Manager Tam advised that, at the time of the preparation of the staff report, the city has already contacted the bargaining units for input, and has received updates.
DIRECTOR CARREON	Director Carreon added that the draft policy was distributed to the three units for their review and that their comments have been incorporated into the policy being proposed tonight.
CITY ATTORNEY GALANTE	City Attorney Galante clarified that, subsequent to a recommendation made by the state auditor, the city's executive team indicated that it would propose a fraud policy for adoption by the City Council. However, there is no obligation to approve the policy tonight. He noted that he has several changes to make to the policy and recommended approving the policy and returning a revised version of the policy at the next Council meeting.
COUNCILMEMBER GARCIA	Councilmember Garcia stated his preference in postponing this matter to the December meeting to see the revisions that City Attorney Galante referred to, as well as the input from the bargaining units.
DIRECTOR CARREON	Director Carreon noted that this policy formalizes a process by which anybody can document suspected fraud.
COUNCILMEMBER GARCIA	Councilmember Garcia then asked whether the policy should incorporate standards from the Fair Political Practices Commission, to which City Attorney Galante advised that such standards are probably not necessary since some, such as AB 1234 standards are already applicable by law. Also, the city has already adopted a conflict-of-interest resolution. The proposed policy is unique in that it identifies a way in which anybody can report suspected fraud.
MOTION	A motion was made by Councilmember Garcia, seconded by Mayor Breceda, to incorporate the changes noted earlier and table this matter to the next Council meeting for further discussion. The motion was unanimously approved.

ITEM NO. 1F REQUEST TO 1) APPROVE A CONTRACT SERVICES AGREEMENT WITH PLACEWORKS AND 2) APPROVE AN APPROPRIATION TO THE SPECIAL STATE FUND 35	REQUEST TO 1) APPROVE A CONTRACT SERVICES AGREEMENT WITH PLACEWORKS FOR THE PREPARATION OF THE IRWINDALE GOLD LINE STATION TRANSIT-ORIENTED DEVELOPMENT SPECIFIC PLAN AND ENVIRONMENTAL IMPACT REPORT TO BE PREPARED PURSUANT TO 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
COUNCILMEMBER ORTIZ	As requested by Councilmember Ortiz, Director Romo discussed the staff report. Responding to a question by Councilmember Ortiz, Director Romo advised that this would cover the expense of preparing an environmental impact report. Councilmember Ortiz then suggested that perhaps this project could be incorporated into the plans for the Kincaid pit in developing a retail center with a pedestrian bridge over the freeway to connect the two sites.
DIRECTOR ROMO	Director Romo advised that a consultant would review the area and analyze what items should be included in the plan, including Councilmember Ortiz's suggestion. He added that he would also like to see a shuttle service between this station and the Metro station in Baldwin Park.
COUNCILMEMBER ORTIZ	Councilmember Ortiz suggested implementing an ad hoc committee so that residents and community members can provide input, to which Director Romo agreed and stated his belief that members of the City Council, the various city commissions, as well as residents and local business members can participate. Responding to an additional question by Councilmember Ortiz, Director Romo indicated that the consultant knows not to allow expenses to exceed the $460,000. However, if something urgent arises and requires additional funding, then staff would return to Metro and request the additional amount. Councilmember Ortiz expressed his optimism for this project.
COUNCILMEMBER GARCIA	Councilmember Garcia expressed concern over the CalTrans ramp and its current appearance. He suggested including surrounding areas, such as the area south of the Kincaid pit, in the project.
DIRECTOR ROMO	Director Romo stated this belief that CalTrans and Metro will be stakeholders as part of this review, and that all involved will have a say in the preparation of this plan.

MOTION

A motion was made by Councilmember Ortiz, seconded by Councilmember Burrola, to approve the Contract Services Agreement with Placeworks for the preparation of the Irwindale Gold Line Station Transit-Oriented Development (TOD) Specific Plan and Environmental Impact Report to be prepared pursuant to the California Environmental Quality Act (CEQA) Guidelines and,

RESOLUTION NO. 2016-71-2885 ADOPTED

Resolution No. 2016-71-2885, entitled:

"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 GOLD LINE STATION TRANSIT ORIENTED DEVELOPMENT (TOD) SPECIFIC PLAN GRANT FOR FISCAL YEAR 2016-2017". The motion was unanimously approved.

NEW BUSINESS

ITEM NO. 2A
AUTHORIZE CITY MANAGER TO EXECUTE A PSA WITH ROYAL COACHES AUTO BODY AND TOWING AND JAN'S TOWING, INC., FOR TOWING SERVICES

AUTHORIZE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH ROYAL COACHES AUTO BODY AND TOWING AND JAN'S TOWING, INC., FOR TOWING SERVICES

CHIEF MIRANDA

Chief Miranda made a PowerPoint presentation summarizing the staff report.

COUNCILMEMBER GARCIA

Councilmember Garcia noted that a previous Chief of Police expressed concern over issuing contracts to multiple tow providers, to which Chief Miranda advised his preference in issuing non-exclusive contracts since this allows the department to compare the services being provided by multiple companies. Additionally, the department's current computer system can assign towing duties automatically and track the results.

COUNCILMEMBER ORTIZ

Responding to a question by Councilmember Ortiz, Chief Miranda advised that he has never received any complaints about any of the two tow-service providers; they both have provided excellent service and they both provide excellent service.

COUNCILMEMBER BURROLA

Councilmember Burrola thanked Chief Miranda for the detailed report.

MAYOR PRO TEM AMBRIZ

Mayor Pro Tem Ambriz commended the committee that vetted the tow companies that responded to the Request for Proposals.

NICHOLAS THOMAS

Nicholas Thomas spoke on a bad experience with Royal Coaches and made allegations of improprieties by the company, to which Chief Miranda responded that vehicles are not towed until authorized by police departments; to be fair to the tow companies, these are not predatory since they are not authorized to tow vehicles, unless requested by private parties or the police.

CITY ATTORNEY GALANTE

City Attorney Galante added that the contracts stipulate the maximum amounts that the towing companies can charge, utilizing rates by the California Highway Patrol.

RESOLUTION NO. 2016-70-2884 ADOPTED

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," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Mayor Pro Tem Ambriz, seconded by Mayor Breceda, and unanimously approved.

OLD BUSINESS

None.

PUBLIC HEARINGS

None.

CITY MANAGER'S REPORT

ACTING CITY MANAGER TAM

Acting City Manager Tam advised that staff will present a report on the senior bus to the City Council at its December meeting; the Public Works Department will attempt to provide a traffic study for Cypress along the Nora/Fraijo area at the December meeting; and noted that there will be no second Council meeting in November.

HOUSING COORDINATOR OLIVARES

Housing Coordinator discussed upcoming city events.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:40 p.m., in memory of Maria Consuelo Arroyo.

Laura M. Nieto, CMC
Deputy City Clerk

Accounts Payable

Checks by Date - Summary By Check Number

User: mzepeda
Printed: 12/7/2016 - 1:37 PM

COUNCIL AGENDA
ITEM 18
DEC 14 2016
City of IRWINDALE

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60982	AKSTIN01	Nathaniel Akstin-Johnson	11/03/2016	348.00
60983	ARCE01	Kaitlyn Arce	11/03/2016	36.25
60984	AZUSALW	Azusa Light & Water	11/03/2016	947.93
60985	BURGUA01	Rene Burguan	11/03/2016	250.00
60986	PERS	California Public Employees Reti	11/03/2016	168,805.83
60987	PMIDEN	Delta Dental Insurance Company	11/03/2016	2,032.07
60988	DEPATI01	Jeanette DePatie	11/03/2016	360.00
60989	FEDEX	FedEx	11/03/2016	17.76
60990	FRAIJO02	John Fraijo	11/03/2016	12.27
60991	FRONT01	Frontier Communications	11/03/2016	356.36
60992	GASCOM	Gas Company, The	11/03/2016	159.67
60993	GATTO01	Rudy Gatto	11/03/2016	10.00
60994	HENSHA01	Ty Henshaw	11/03/2016	572.77
60995	HOYEN	Noelle Hoye	11/03/2016	420.00
60996	JIA01	Xiangyi Jia	11/03/2016	282.75
60997	PADILLAM	Melissa Marez	11/03/2016	48.70
60998	PICCAR01	Amanda Piccari	11/03/2016	297.25
60999	SCE02	Southern California Edison	11/03/2016	18,494.30
61000	VALENZ02	Kelly Valenzuela	11/03/2016	145.00
61001	VALLEY09	Valley View Mutual Water Co.	11/03/2016	52.23
61002	VISION01	Vision Service Plan - (CA)	11/03/2016	3,853.08
61003	WAGONER	Pamela Wagoner	11/03/2016	128.00
61004	WHITE02	Amanda White	11/03/2016	108.75
61005	ZAVALA01	Cassandra Zavala	11/03/2016	224.75
61006	Ayala01	Leonor Ayala	11/10/2016	75.00
61007	CALIFO02	California American Water	11/10/2016	859.58
61008	CHARTE01	Charter Communications	11/10/2016	240.97
61009	CHIRINO	Gina Chirino	11/10/2016	90.00
61010	CODUTO	Donald P. Coduto	11/10/2016	20,196.22
61011	COSTCO02	Costco Wholesale	11/10/2016	83.33
61012	DRDANI	Daniel T. Martinez	11/10/2016	2,993.00
61013	EDDCAS	Employment Development Dept.	11/10/2016	489.00
61014	FRONT01	Frontier Communications	11/10/2016	1,213.48
61015	GATTO01	Rudy Gatto	11/10/2016	108.83
61016	SOUTHE17	Golden State Water Company	11/10/2016	1,198.78
61017	HOMEDE	Home Depot Credit Services	11/10/2016	359.07
61018	JENKIN	Shan Jenkins	11/10/2016	400.00
61019	COUNTY07	Los Angeles County	11/10/2016	1,172.00
61020	MAINTE01	Maintex	11/10/2016	2,456.97
61021	MCIWOR	MCI Comm Service	11/10/2016	35.21
61022	MIRAND23	Anthony Miranda	11/10/2016	299.03
61023	RICOH01	Ricoh USA, Inc	11/10/2016	361.08
61024	SMART&	Smart & Final	11/10/2016	786.36
61025	SCE02	Southern California Edison	11/10/2016	9,160.34
61026	VALLEY01	Valley County Water District	11/10/2016	5,593.23

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
61027	WELLS01	Wells Fargo Vendor Fin Serv	11/10/2016	344.03
61028	XEROXC	Xerox Corporation	11/10/2016	134.09
61029	AMERIFID	American Fidelity Assurance	11/10/2016	4,761.36
61030	AMERIT	Ameritas Life Insurance Corp	11/10/2016	11,828.00
61031	FRANC06	Franchise Tax Board	11/10/2016	250.00
61032	JenkinsH	Helen Louise Jenkins	11/10/2016	750.00
61033	NATION23	National Union Fire Insurance	11/10/2016	588.04
			Report Total:	264,790.72

Accounts Payable

Checks by Date - Summary By Check Number

User: mzepeda
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Check Number	Vendor No	Vendor Name	Check Date	Check Amount
61035	AKSTIN01	Nathaniel Akstin-Johnson	11/17/2016	348.00
61036	AMERIFID	American Fidelity Assurance	11/17/2016	4,551.36
61037	AMERIC34	American Fidelity Assurance Co	11/17/2016	1,739.63
61038	ARCE01	Kaitlyn Arce	11/17/2016	72.50
61039	CINGULAR	AT & T Mobility	11/17/2016	625.55
61040	ATHENS	Athens Services	11/17/2016	14,097.68
61041	BANKOF03	Bank of The West	11/17/2016	4,999.57
61042	CALIFO02	California American Water	11/17/2016	11.63
61043	CHARTE01	Charter Communications	11/17/2016	59.99
61044	CITYOF19	City of Claremont	11/17/2016	30.00
61045	DEPATI01	Jeanette DePatie	11/17/2016	180.00
61046	FRONT01	Frontier Communications	11/17/2016	513.22
61047	HENSHA01	Ty Henshaw	11/17/2016	15.00
61048	JIA01	Xiangyi Jia	11/17/2016	145.00
61049	PETTYC05	City of Irwindale Petty Cash	11/17/2016	466.47
61050	PICCAR01	Amanda Piccari	11/17/2016	282.75
61051	RANCHO01	Rancho Duarte Florist	11/17/2016	197.75
61052	RIOS04	Rosie Rios	11/17/2016	1,200.00
61053	SANGAB11	San Gabriel Valley Newspaper	11/17/2016	1,040.16
61054	SCFUELS	SC Fuels	11/17/2016	4,730.18
61055	TEXAS01	Texas Life Insurance Co.	11/17/2016	620.75
61056	VALENZ02	Kelly Valenzuela	11/17/2016	159.50
61057	verizonw	Verizon Wireless	11/17/2016	745.54
61058	WHITE02	Amanda White	11/17/2016	116.00
61059	XEROXC	Xerox Corporation	11/17/2016	419.69
61060	ZAVALA01	Cassandra Zavala	11/17/2016	232.00
61061	DE01	Katherine De Crespigny Movius	11/21/2016	350.00
61062	ACE04	ACE, CD	11/23/2016	2,900.00
61063	AECOM01	AECOM Technical Services Inc.	11/23/2016	12,710.99
61064	ALCOTA	Alco Target Co	11/23/2016	26.43
61065	ALESHIRE	Aleshire & Wynder, LLP	11/23/2016	165,867.98
61066	ALLSTATE	All State Police Equipment Co.	11/23/2016	98.03
61067	ARC03	ARC Document Solutions, Inc.	11/23/2016	100.00
61068	Ayala01	Leonor Ayala	11/23/2016	231.25
61069	BAKER01	Baker & Taylor Books	11/23/2016	1,447.89
61070	BALLOO	Balloons 'N' More	11/23/2016	20.00
61071	BLACKA	Black & White Emergency Vehicl	11/23/2016	70.00
61072	BRITEW	Brite Works	11/23/2016	7,859.56
61073	BURRO01	Burro Canyon Ent. Inc.	11/23/2016	110.00
61074	CALIFO05	CALBO	11/23/2016	605.00
61075	CALIBE01	Caliber Commercial Pool Servic	11/23/2016	950.00
61076	CASC01	CASC Engineering & Consulting	11/23/2016	5,565.00
61077	CDW01	CDW Government	11/23/2016	30,459.40
61078	CINTAS	Cintas Corporation No. 2	11/23/2016	518.25
61079	CITYOF22	City of Glendora	11/23/2016	375.00

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
61080	CITYOF18	City of Santa Fe Springs	11/23/2016	12,398.33
61081	COUNTY04	County Of Los Angeles	11/23/2016	17,652.77
61082	CRAFCO	Crafco Inc.	11/23/2016	699.78
61083	CSMFO02	CSMFO	11/23/2016	440.00
61084	CUMMINS	Cummins-Allison Corp	11/23/2016	695.72
61085	DEMCOI	Demco, Inc.	11/23/2016	413.99
61086	DESIGN04	Design Concepts Consulting, Inc.	11/23/2016	4,160.00
61087	DSRM01	DSRM Cable Construction	11/23/2016	1,710.00
61088	DUDEK01	Dudek	11/23/2016	22,272.50
61089	ELITEE	Elite Elevator, Inc.	11/23/2016	350.00
61090	FLUORE	Fluoresco Lighting & Signs	11/23/2016	2,235.75
61091	GEOLOG	Geologic Associates	11/23/2016	1,920.00
61092	GONZAL18	Pat Gonzalez	11/23/2016	75.00
61093	GURUAA	Guruaan La, Inc	11/23/2016	211.00
61094	GUTIER04	Rubi Gutierrez	11/23/2016	480.00
61095	HDLCOR	HdL Coren & Cone	11/23/2016	1,575.00
61096	HENKEL01	Henkels & McCoy	11/23/2016	3,555.00
61097	HONEYW01	Honeywell International Inc.	11/23/2016	2,524.06
61098	HIGHPE	HPC Computers, Inc.	11/23/2016	443.18
61099	INTELL01	Intelli-tech, Inc.	11/23/2016	3,812.49
61100	INTERV	Inter-Valley Pool Supply	11/23/2016	767.27
61101	IRWIND21	Irwindale Hand Wash & Auto Det	11/23/2016	610.34
61102	JCL01	JCL Traffic	11/23/2016	1,047.63
61103	KEYSTO	Keystone Uniform Depot	11/23/2016	40.28
61104	COORYE	Samir M. Khoury	11/23/2016	1,540.00
61105	LANDSC	Landscape Warehouse Inc.	11/23/2016	536.25
61106	MARIPO	Mariposa Landscapes, Inc.	11/23/2016	4,667.00
61107	MEDINA04	Jackline Medina	11/23/2016	75.00
61108	MIJACA	Mijac Alarm, Inc.	11/23/2016	528.00
61109	MISSIO	Mission Linen Supply	11/23/2016	392.16
61110	NAPA01	Napa Auto Care - West Covina	11/23/2016	1,442.77
61111	NOCOM01	Natalie Nocom	11/23/2016	1,108.58
61112	OFFICE03	Office Depot	11/23/2016	1,174.86
61113	PHASEII	PARS	11/23/2016	3,750.00
61114	PROPRINT	Pro Printing, Inc.	11/23/2016	166.77
61115	PSIP01	PSIP SN Irwindale LLC	11/23/2016	1,365.00
61116	QUINN02	Quinn Company	11/23/2016	252.00
61117	R3	R3 Consulting Group, Inc.	11/23/2016	2,750.00
61118	REYES06	Aaron Reyes	11/23/2016	1,300.00
61119	RIGHT01	Right of Way, Inc.	11/23/2016	425.10
61120	RIOHON01	Rio Hondo College	11/23/2016	27.60
61121	ROINETWK	ROI Networks, LLC	11/23/2016	445.00
61122	ROSENO	Rosenow Spevacek Group Inc	11/23/2016	1,483.75
61123	SANGAB16	San Gabriel Basin Water	11/23/2016	1,880.00
61124	SEAMAN	Seaman-Poe Monument Co.	11/23/2016	3,500.00
61125	SkyBluep	Sky Blueprint & Supplies, Inc	11/23/2016	271.93
61126	STATE03	Statewide Transcription Services	11/23/2016	189.75
61127	SUPERI02	Superior Administrators, Inc.	11/23/2016	84,000.00
61128	TETRA01	Tetra Tech BAS Inc.	11/23/2016	101,857.09
61129	NORTHR	The Northridge Group, Inc.	11/23/2016	5,541.66
61130	TRIANG01	Triangle Truck Parts	11/23/2016	63.14
61131	PERS	California Public Employees Reti	11/23/2016	169,924.99
61132	FRANC06	Franchise Tax Board	11/23/2016	250.00
61133	ICEA	Irwindale City Employee Assoc.	11/23/2016	520.00
61134	IMEA	Irwindale Mgmt Employee Assoc.	11/23/2016	300.00

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
61135	IRWIND02	Irwindale Police Officers Assoc.	11/23/2016	3,389.20
			Report Total:	743,072.39

Accounts Payable

Checks by Date - Summary By Check Number

User: mzepeda
Printed: 12/7/2016 - 2:32 PM

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
61137	AKSTIN01	Nathaniel Akstin-Johnson	12/01/2016	174.00
61138	AMAZON	Amazon	12/01/2016	2,102.72
61139	ARCE01	Kaitlyn Arce	12/01/2016	36.25
61140	CALIFO43	California Certified Interpreters	12/01/2016	900.00
61141	COSTCO02	Costco Wholesale	12/01/2016	497.63
61142	FRONT01	Frontier Communications	12/01/2016	252.93
61143	GASCOM	Gas Company, The	12/01/2016	332.52
61144	SOUTHE17	Golden State Water Company	12/01/2016	2,352.58
61145	HERNAN17	Crystal Hernandez	12/01/2016	54.09
61146	LosAngel	LA County Tax Collector	12/01/2016	9,286.31
61147	LEVEL01	Level 3 Communications	12/01/2016	1,931.76
61148	LIEBERT	Liebert Cassidy Whitmore	12/01/2016	40.00
61149	MCI	MCI	12/01/2016	37.41
61150	NATION26	National Construction Rentals	12/01/2016	1,615.28
61151	PICCAR01	Amanda Piccari	12/01/2016	145.00
61152	RICOH02	Ricoh USA, Inc	12/01/2016	592.77
61153	RODRIG04	Elizabeth Rodriguez	12/01/2016	281.96
61154	ROMANC	Carmen M. Roman	12/01/2016	5.00
61155	ROSENO	Rosenow Spevacek Group Inc	12/01/2016	6,333.75
61156	SCE02	Southern California Edison	12/01/2016	1,179.79
61157	STANDA01	Standard Insurance Co. RV	12/01/2016	475.30
61158	STANDA03	Standard Insurance Company	12/01/2016	1,905.78
61159	TRAIN01	Train Party Express	12/01/2016	375.00
61160	VALENZ02	Kelly Valenzuela	12/01/2016	72.50
61161	VALLEY01	Valley County Water District	12/01/2016	104.60
61162	VISION01	Vision Service Plan - (CA)	12/01/2016	3,807.21
61163	WHITE02	Amanda White	12/01/2016	36.25
61164	ZAVALA01	Cassandra Zavala	12/01/2016	116.00
61165	ALESHIRE	Aleshire & Wynder, LLP	12/14/2016	72,973.50
61166	ARC01	Arc Imaging Resources	12/14/2016	160.81
61167	AZUSAP01	Azusa Plumbing Supply	12/14/2016	202.71
61168	B&KELE02	B & K Electric Wholesale	12/14/2016	707.51
61169	BAKER01	Baker & Taylor Books	12/14/2016	439.58
61170	BALLOO	Balloons 'N' More	12/14/2016	20.00
61171	BARNEY	Barney's Locksmith Service	12/14/2016	119.68
61172	BENLOC	Benlo Company	12/14/2016	36.95
61173	BILLST	Bill's Truck Repair, Inc.	12/14/2016	241.35
61174	BLACKA	Black & White Emergency Vehicl	12/14/2016	70.00
61175	BOBCAT01	Bobcat of Cerritos	12/14/2016	1,361.51
61176	BRITEW	Brite Works	12/14/2016	7,859.56
61177	CALIBE01	Caliber Commercial Pool Servic	12/14/2016	950.00
61178	CINTAS	Cintas Corporation No. 2	12/14/2016	533.14
61179	BREA01	City of Brea - IT	12/14/2016	16,390.00
61180	CITYOF18	City of Santa Fe Springs	12/14/2016	3,245.19
61181	CPOA	CPOA	12/14/2016	20.00

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
61182	CPS01	CPS HR Consulting	12/14/2016	1,212.60
61183	DEMCOI	Demco, Inc.	12/14/2016	229.43
61184	DESIGN04	Design Concepts Consulting, Inc.	12/14/2016	11,920.00
61185	GOMEZ04	Irminia Gomez	12/14/2016	30.00
61186	HINDER	Hinderliter, De Llamas & Assoc	12/14/2016	22,584.59
61187	HOLMAN01	Holman Professional Counseling (	12/14/2016	2,061.44
61188	HIGHPE	HPC Computers, Inc.	12/14/2016	24,502.11
61189	INTERV	Inter-Valley Pool Supply	12/14/2016	860.50
61190	INTERS02	Interstate Batteries	12/14/2016	135.46
61191	IRWIND04	Irwindale Chamber Of Commerce	12/14/2016	9,166.66
61192	IRWIND14	Irwindale Industrial Clinic	12/14/2016	75.00
61193	IRWIND03	Irwindale Tire Shop	12/14/2016	15.00
61194	JACKSO	Jackson Electric	12/14/2016	930.66
61195	JOEAGO	Joe A. Gonsalves & Son	12/14/2016	4,750.00
61196	JOHNNY02	Johnny's Pool Service	12/14/2016	120.54
61197	KEITH02	Joshua Keith	12/14/2016	75.00
61198	COORYE	Samir M. Khoury	12/14/2016	19,157.25
61199	LACOPO	LACPCA	12/14/2016	300.00
61200	LEXISN	LexisNexis Risk Solutions	12/14/2016	153.00
61201	LIEBERT	Liebert Cassidy Whitmore	12/14/2016	5,047.44
61202	LOPEZR	Robert Lopez	12/14/2016	15.00
61203	LOSANG09	Los Angeles County	12/14/2016	12,903.63
61204	LOY01	Maria Loy	12/14/2016	6.00
61205	MARIPO	Mariposa Landscapes, Inc.	12/14/2016	18,250.00
61206	MCMILLAN	Kent McMillan	12/14/2016	7,650.00
61207	MERCUR	Mercury Fence Co., Inc.	12/14/2016	800.00
61208	MISSIO	Mission Linen Supply	12/14/2016	332.88
61209	NAPA01	Napa Auto Care - West Covina	12/14/2016	968.92
61210	OFFICE03	Office Depot	12/14/2016	686.19
61211	ORKINP	Orkin Pest Control	12/14/2016	360.00
61212	PACIFI13	Pacific Office Products	12/14/2016	137.34
61213	PHASEII	PARS	12/14/2016	1,750.00
61214	PROPRINT	Pro Printing, Inc.	12/14/2016	2,694.34
61215	PARMA01	Public Agency Risk Managers	12/14/2016	350.00
61216	REINOS01	Javier Reinosa	12/14/2016	75.00
61217	RIGHT01	Right of Way, Inc.	12/14/2016	776.63
61218	ROINETWK	ROI Networks, LLC	12/14/2016	445.00
61219	ROSENO	Rosenow Spevacek Group Inc	12/14/2016	1,842.50
61220	ROYAL03	Royal	12/14/2016	230.37
61221	SCPMA-HR	SCPMA-HR	12/14/2016	100.00
61222	SHELTE01	ShelterClean, Inc.	12/14/2016	140.00
61223	SkyBluep	Sky Blueprint & Supplies, Inc	12/14/2016	1,906.37
61224	STRESS	Stress Less	12/14/2016	1,975.00
61225	SUNRUN01	Sunrun	12/14/2016	96.56
61226	SUPERI02	Superior Administrators, Inc.	12/14/2016	83,000.00
61227	NORTHR	The Northridge Group, Inc.	12/14/2016	4,817.66
61228	VISTA01	Vista Paint Corporation	12/14/2016	11.27
			Report Total:	386,023.22

Electronic Payments

November 2016

Reference Number	Vendor Name	Date	Amount
ACH	CalPERS	11/3/2016	52,425.71
ACH	CalPERS	11/17/2016	56,100.91
ACH	CalPERS	11/30/2016	52,082.04
ACH	EDD	11/2/2016	12,496.10
ACH	EDD	11/16/2016	12,221.65
ACH	EDD	11/23/2016	1,290.63
ACH	EDD	11/30/2016	12,751.14
ACH	Federal Tax	11/2/2016	41,528.36
ACH	Federal Tax	11/16/2016	40,247.52
ACH	Federal Tax	11/23/2016	3,848.48
ACH	Federal Tax	11/30/2016	42,299.14
ACH	ICMA	11/10/2016	306.06
ACH	ICMA	11/23/2016	394.93
ACH	Nationwide-457 Plan & Trust	11/10/2016	9,222.00
ACH	Nationwide-457 Plan & Trust	11/16/2016	21,020.00
ACH	Nationwide-457 Plan & Trust	11/23/2016	6,242.00
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	11/10/2016	680.00
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	11/23/2016	680.00
ACH	PARS-PT	11/10/2016	673.04
ACH	PARS-PT	11/23/2016	600.69
379	2006 Sub Lien TA -Debt Service	11/22/2016	1,186,312.89
380	PARS excess Benefit Plan	11/29/2016	5,120.00
		Report Total:	1,558,543.29

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
November 2016

Payroll Batch DATE OF ISSUE 11/10/16	405-11-16 DEPARTMENT		AMOUNT
	11 City Council		1,253.10
	13 City Administrative Office		27,348.26
	14 Finance Department		14,127.92
	15 Summer Youth		-
	35 Police Department		147,943.51
	40 Recreation Department		16,566.30
	42 Senior Citizens' Center		8,275.64
	44 Library		9,407.51
	51 Community Development		16,294.13
	52 Public Works		52,823.16
		Gross Payroll	294,039.53
		Required Deductions	(80,103.51)
		Voluntary Deductions	(10,207.06)
		Net Payroll	203,728.96

Payroll Batch DATE OF ISSUE 11/16/16	416-11-16 DEPARTMENT		AMOUNT
	11 City Council		34,564.82
	13 City Administrative Office		
	14 Finance Department		
	15 Summer Youth		
	35 Police Department		
	40 Recreation Department		
	42 Senior Citizens' Center		
	44 Library		
	51 Community Development		
	52 Public Works		
		Gross Payroll	34,564.82
		Required Deductions	(4,910.62)
		Voluntary Deductions	(21,020.00)
		Net Payroll	8,634.20

Payroll Batch DATE OF ISSUE 11/23/16	419-11-16, 420-11-16 DEPARTMENT		AMOUNT
	11 City Council		7,512.86
	13 City Administrative Office		26,846.28
	14 Finance Department		14,127.92
	15 Summer Youth		-
	35 Police Department		141,772.55
	40 Recreation Department		15,496.52
	42 Senior Citizens' Center		8,638.06
	44 Library		8,780.59
	51 Community Development		16,294.14
	52 Public Works		54,587.33
		Gross Payroll	294,056.25
		Required Deductions	(79,235.27)
		Voluntary Deductions	(7,316.93)
		Net Payroll	207,504.05

COUNCIL AGENDA
ITEM 1C

DEC 14 2016

AGENDA REPORT

Date: December 14, 2016

To: Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: Approval of the TelePacific Service Agreement / Network Service for Telephone, Internet, and Data Service

City Manager's Recommendation:

Adopt Resolution No. 2016-82-2896 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AWARDING A TELECOMMUNICATIONS ACCOUNT AGREEMENT TO TELEPACIFIC FOR CITYWIDE TELEPHONE, INTERNET, AND DATA SERVICES", reading by title only and waiving further reading thereof.

Analysis:

The City entered into a three (3) year agreement with Level(3) Communications (formerly TW telecom Holdings Inc.) for Citywide telephone, internet, and data service. The agreement with Level(3) Communications terminated on March 25, 2014 and due to the terms of the agreement, this service has automatically renewed annually for the past two years. Through the services of BandwidthSolutions.com, the City has received four (4) quotes for services and is recommending that the City enter into a Service Agreement/Network Service Order with TelePacific Communications.

The City's current recurring monthly cost for services provided by Level(3) Communications is $1,751.10 (not including taxes and other fees) and provides for 6Mb of data service. During the past three years, it has become increasing apparent that the current data service received by Level3 Communications does not meet the City's existing needs. As a result, each bidder was requested to provide services for two types of data service 1) 50Mb of data service, and 2) 100Mb of data service. The 50Mb of data service will adequately meet the City's existing needs, however it will not provide for growth in the next one to two years. The 100Mb of data service will meet the City's existing needs and also provides for growth, should the City utilize additional System-as-a-Service programs or cloud services. Below is a breakdown of the bids received:

Provider	Product Description	Term	Recurring Cost*
TelePacific	100Mb	3 Years	$1,665.00
AireSpring	100Mb	3 Years	$1,932.14
Frontier	100Mb	3 Years	$2,080.0
XO Communications	100Mb	3 Years	$2,189.00
EarthLink Business	100Mb	3 Years	$2,620.00

*These recurring costs do not include taxes and other fees

The proposed Agreement with TelePacific is for three years, will result in a cost reduction and the recommended data service of 100Mb will provide for adequate future growth. At the end of the term of the Agreement, the Agreement will automatically renew for one year.

Fiscal Impact: ____ (Initial of CFO) Sufficient funds are in the FY 2016-2017 budget to pay for this service.
Legal Impact: ____ (Initial of Legal Counsel)

Prepared By/Contact Person: Theresa Olivares, Housing Coordinator

Phone: (626) *430-2294*

Laura Nuto for
John Davidson, City Manager

Attachments:

1. Resolution 2016-82-2896: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AWARDING A TELECOMMUNICATIONS ACCOUNT AGREEMENT TO TELEPACIFIC FOR CITYWIDE TELEPHONE, INTERNET, AND DATA SERVICES"
2. TelePacific Service Agreement/Network Service Order
3. Quotes received by BandwidthSolutions.com for Voice/Data Solutions

RESOLUTION NO. 2016-82-2896

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AWARDING A TELECOMMUNICATIONS ACCOUNT AGREEMENT TO TELEPACIFC FOR CITYWIDE TELEPHONE, INTERNET, AND DATA SERVICE

WHEREAS, the City's contract with Level(3) Communications (formerly TW telecom Holdings Inc.) terminated on Mach 25, 2014 and has auto renewed for the past two years; and

WHEREAS, the City of Irwindale Municipal Code Section 3.44.100 requires at least three bids for services that are less than $20,000; and

WHEREAS, the City has received four (4) bids for telecommunications service and TelePacific was the lowest responsible bidder; and

WHEREAS, the City Council wishes to approve the Service Agreement/Network Service Order with TelePacific Communications.

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

1. That the City Council approves the Service Agreement/Network Service Order with TelePacific Communications.

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

3. The City Manager is hereby authorized to take such actions, perform such acts as may be necessary to implement this Resolution.

PASSED, APPROVED AND ADOPTED this 14th day of December 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. 2016-82-2896 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 14th day of December 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

TelePacific
Telecom is complicated. We're not.

Service Agreement/Network Service Order v10.07.16
Quote/Order ID: 11.17.16

Section 1 Customer Information

Account Number (existing acct)			
Company Legal Name	CITY OF IRWINDALE		
Doing Business As (DBA)			
Contact Name		Contact Title	
Telephone Number		Fax Number	
Service Address:	5050 N Irwindale	City	Irwindale
State CA	Zip Code 91706	E-mail	

Description of Services	Select Term Length (Yrs)	Quantity	Monthly Recurring Charge (MRC)	Non Recurring Charge (NRC)	MRC Total	NRC Total
100M Tier 1 Access	3 Year	1	$1,660.00	$500.00	$1,660.00	$500.00
100M Tier 1 Port	3 Year	1	$1,100.00	$0.00	$1,100.00	$0.00
Internet	3 Year	1	$100.00	$0.00	$100.00	$0.00
SmartVoice with 23 PRI Paths	3 Year	23	$12.00	$0.00	$276.00	$0.00
Tier 1B Bandwidth Blast Promo	3 Year	1	($1,061.00)	$0.00	($1,061.00)	$0.00
1,000 T-Pack Minute Bundle	3 Year	5	$40.00	$0.00	$200.00	$0.00
2,500 T-Pack Minute Bundle	3 Year	2	$70.00	$0.00	$140.00	$0.00
WorldPac (1 Regions)	3 Year	1	$0.00	$0.00	$0.00	$0.00
Plus Connections 0	3 Year	1	$0.00	$0.00	$0.00	$0.00
SmartVoice Portal	3 Year	1	$0.00	$0.00	$0.00	$0.00
Tier H Equipment	3 Year	1	$179.00	$0.00	$179.00	$0.00
Double Dash Discount: 1,000 T-Pack Minute Bundle	3 Year	4	($40.00)	$0.00	($160.00)	$0.00
Double Dash Discount: 4 SmartVoice Call Paths	3 Year	4	($12.00)	$0.00	($48.00)	$0.00
Free DID Numbers (block of 20)	3 Year	5	$0.00	$0.00	$0.00	$0.00
Free Fax Central	3 Year	3	$0.00	$0.00	$0.00	$0.00
Abbreviated Dialing	3 Year	1	$0.00	$0.00	$0.00	$0.00
Caller ID (Inbound – Name & Number)	3 Year	1	$0.00	$0.00	$0.00	$0.00
Free Directory Assistance Listing	3 Year	1	$0.00	$0.00	$0.00	$0.00
Outbound Calling Line ID / Name	3 Year	1	$0.00	$0.00	$0.00	$0.00
P-N: 100M Tier 1 Access Discount	3 Year	1	($230.00)	($500.00)	($230.00)	($500.00)
P-N: 100M Tier 1 Port Discount	3 Year	1	($425.00)	$0.00	($425.00)	$0.00
P-N: Internet Discount	3 Year	1	($35.03)	$0.00	($35.03)	$0.00
P-N: SmartVoice with 23 PRI Paths Discount	3 Year	19	($1.63)	$0.00	($30.97)	$0.00
				SubTotal:	**$1,665.00**	**$0.00**
				LDAC, EUCC and EUCL Charges:	**$ 54.51**	**$ -**

Federal, State and Local Taxes and Other Charges will be applied in accordance with the definitions stated at http://www.insidetelepacific.com/rates/rates-telepacific.asp.

IN WITNESS WHEREOF each Party hereto has caused this Service Agreement/Network Service Order to be executed by its duly authorized representative.

Agreed by: Customer Signature — Date

Customer Name (Print) — Title

Sales Representative Name — Phone

Agreed by: Sales Manager Signature — Date

The pricing contained in this Service Agreement/Network Service Order is valid for 30 days from November 17, 2016

TelePacific COMMUNICATIONS

Letter of Agency

1.Customer and Carrier Identification

Current Carriers _____

Contact Name _____ Title _____

Company Legal Name (Customer) CITY OF IRWINDALE

Service Street Address 5050 N Irwindale City Irwindale State CA

Zip 91706

Billing Street Address 5050 N Irwindale City Irwindale State CA

Zip 91706

Other Company Names (DBA)

2. Billing Telephone Numbers

This authorization covers all customer numbers associated with the Billing Telephone Numbers listed below:

_____ _____ _____

_____ _____ _____

3. Approval

☐ **Customer Service Records**

To: Current Carrier(s) Listed Above.

Subject: The Customer identified above hereby authorizes TelePacific Communications to act as its agent in dealing with local companies listed above for the purpose of generating a proposal for TelePacific Communications

☐ **Service Change**

☐ **New Service**

I, the undersigned, act on behalf of the company with respect to the telephone number(s) listed above. I authorize TelePacific Communications to act as our agent either to (1) change our telecommunications carrier from current carrier(s) or (2) initiate new service

☐ Local Service

☐ IntraLATA (Local) Toll: Carrier: _____

☐ InterLATA Long Distance Service: Carrier: _____

or

☐ I want to retain my existing LD carrier on some or all of my telephone numbers.

☐ Specify Intra and InterLATA PIC for each telephone number on attachment

I understand that only one telecommunications carrier may be designated as my primary Interexchange carrier for any one telephone number for each (a) IntraLATA Toll and (b) InterLATA Long Distance services. I also understand that if I select no primary interexchange carrier (NO PIC), I will be unable to make IntraLATA Toll and/or InterLATA long distance calls except by using casual dialing. I understand that any change in my primary carrier selection may involve a charge.

4. Agreement

Contact Name Title

Customer Signature Date

5. Primary Interexchange Carrier Selection Table									
TN	Custom BL	IntraLATA PIC	PIC	Active	Freeze	InterLATA PIC	PIC	Active	Freeze

TelePacific COMMUNICATIONS

Telecommunications Account Agreement

Must include Service Agreement

This Telecommunications Account Agreement (referred to as "Agreement" or "TAA") is made by and between U.S. TelePacific Corp. and/or its affiliated companies, ("TelePacific", also referred to as "our, us, we"), having its principal place of business at 515 S. Flower Street, 47th Floor, Los Angeles, CA 90071-2201 and the Customer described below ("Customer" also referred to as "you, I"), pursuant to the TelePacific Terms and Conditions which are included in summary.

Section 1 Customer Information

Company Legal Name (Individual if Sole Proprietorship) CITY OF IRWINDALE

Doing Business As (DBA)

Legal Composition: ☐ Corporation ☐ Sole Proprietorship ☐ General Partnership ☐ LP ☐ LLC

State Organized:

Officer/Owner Name _____ Title _____

Officer/Owner Name _____ Title _____

Main Service Address: 5050 N Irwindale

City: Irwindale State: CA ZIP Code: 91706

Billing Address (if different): 5050 N Irwindale

City: Irwindale State: CA ZIP Code: 91706

Customer's E-mail Address:

Section 2 Terms and Conditions Summary

This Agreement you are signing with TelePacific includes the Terms and Conditions set forth on our website at www.insidetelepacific.com/terms/terms-gateway.asp, which are incorporated by this reference into the Agreement. Please refer to our website for the full statement of the Terms and Conditions to which you are agreeing. The summary below is only a reference guide and is not meant to change any of the Terms and Conditions.

1. General – This section defines the Services for which you are contracting, how the prices for those Services are determined, special conditions for rates and fees, such as expedite fees, how the rates, terms and conditions may be changed during the contract Term and any rights you have if those changes occur.

2. Term, Billing and Payment - This section covers when the Agreement becomes effective, when the Term starts and renews, how additional Services, if any, are handled, how billing will occur and what is included, how a deposit may be required, what happens if you delay acceptance of the Services, when payment of Invoices is due, how Invoice disputes are handled, late payment fees, actions that may result from late payment or non-payment and the charge for returned checks.

3. Customer Obligations – This section covers your responsibility for any of our property on your premises, for use of our Service and your message content, for compliance with our Acceptable Use Policy (which may change during the Term), for securing your own network against unauthorized use and access and that you have no right to rely on any oral or written statements of our employees contrary to the Customer Obligations Terms and Conditions. Also included is your responsibility to pay any 3rd party vendor charges and to arrange for disconnection and payment of charges related to the disconnection of any related services with your current carrier(s).

4. Termination – This section states the rights and duties related to termination of Services or the Agreement, the renewal of the Term, the fees charged for cancellation of an order for Services before the commencement of a Term, how a "material breach" of the Agreement is handled, and whether a fee is incurred for termination of Services or the Agreement before the end of a Term and how it is calculated.

5. Warranty, Disclaimer, Limitation of Liability and Indemnity – This section limits your rights to impose liability for certain damages on us, disclaims certain implied representations and warranties, provides credit allowances under certain conditions for interruptions of Service and outages that you may claim, and defines your obligations, and ours, with regard to indemnity and defense of certain claims.

Continued on page 2

Section 2 Terms and Conditions Summary, continued

6. Miscellaneous Provisions – This section controls assignment and transfer of the Agreement and Services under it, the law applicable to the Agreement, an exclusion of liability for damages caused by us over which we have no control, how we resolve disputes under the Agreement, the exclusion of any understanding or other agreements from what is contained in the Agreement and its exhibits, and any changes not signed by both you and us, what happens if any provision of the Agreement is found to be invalid or unenforceable, whether the headings of the sections and paragraphs are part of the Agreement, the effect of non-enforcement of any provision of the Agreement, how we will give notice under the Agreement to each other, and a time limitation for the bringing of a legal action under the Agreement

7. Miscellaneous Provisions – This section controls assignment and transfer of the Agreement and Services under it, the law applicable to the Agreement, the exclusion of any understanding or other agreements from what is contained in the Agreement and its exhibits, and any changes not signed by both you and us, what happens if any provision of the Agreement is found to be invalid or unenforceable, whether the headings of the sections and paragraphs are part of the Agreement, the effect of non-enforcement of any provision of the Agreement, how we will give notice under the Agreement to each other, and a time limitation for the bringing of an action under the Agreement.

8. Service Guarantee – This section provides you with an alternative to continuing with our Services under the Agreement under certain conditions.

Section 3 Acceptance

BY PLACING YOUR INITIALS IN THE SPACE(S) PROVIDED, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREED TO THE FOLLOWING ON THE DATE ENTERED BY YOU BELOW.

✓	*Initial*	FULL TERMS AND CONDITIONS SET FORTH AT www.insidetelepacific.com/terms/terms-gateway.asp
☐ Check if applies	*Initial*	FAILOVER SERVICES ADDENDUM SET FORTH AT http://www.insidetelepacific.com/addendums/TelePacific-Failoer-Services-Addendum.pdf
☐ Check if applies	*Initial*	ONESECURE ADDENDUM SET FORTH AT http://www.insidetelepacific.com/addendums/TelePacific-OneSecure-Addendum.pdf
☐ Check if applies	*Initial*	REMOTESTOR ADDENDUM SET FORTH AT http://www.insidetelepacific.com/addendums/TelePacific-RemoteStor-Addendum.pdf
✓	*Initial*	GENERAL SERVICE LEVEL AGREEMENT (SLA) SET FORTH AT http://insidetelepacific.com/legal/legal-sla.asp
☐ Check if applies	*Initial*	YOU CONSENT TO RECEIVING ELECTRONIC COMMUNICATIONS FROM TELEPACIFIC VIA THE EMAIL ADDRESS PROVIDED IN SECTION 1

By signing below, the person signing on behalf of Customer personally represents and warrants to TelePacific that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement (and the Terms and Conditions incorporated by reference). TelePacific agrees to provide, and the Customer agrees to receive and pay for, those services at locations set forth on the Service Agreement (attached), including any services on subsequent Service Agreements and subsequent changes as long as those changes meet TelePacific's minimum requirements. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS. This Agreement shall become a binding contract upon execution by Customer and acceptance by TelePacific.

X

Agreed by: Customer Signature	Date
Customer Name (Print)	Title
Sales Representative Name	Phone
Accepted by: Sales Manager Signature	Date

TelePacific COMMUNICATIONS

Please complete all sections completely and legibly.

Application for Credit

Incomplete applications can not be processed.

The information below is warranted to be true and correct by the above named Customer and is given for the purpose of obtaining credit from TelePacific. Customer authorizes TelePacific to conduct a routine credit check in connection with its application for service. TelePacific will keep such information confidential and only use it for the purpose of evaluating Customer's credit in connection with Customer's application for service. This application for credit shall be construed in accordance with the laws of the State of California.

CITY OF IRWINDALE
Company Legal Name (Customer as stated in Business Portal)

Legal Composition: (Please Check One)

☐ Corporation ☐ Sole Proprietorship ☐ General Partnership
☐ LLC ☐ LLP

Doing Business As (DBA)

Federal Tax ID: _____ Exempt? ☐ Yes ☐ No Business Type: _____ State Organized: _____

State Tax Information: Tax Exempt # _____ Dun & BradStreet # (D&B): _____

Process as Personal Guarantee ☐ Yes ☐ No

_____ Soc. Security # _____
Officer/Owner Name & Title

_____ Soc. Security # _____
Officer/Owner Name & Title

Current Carrier Reference: Carrier Name _____

Account #: _____ Phone #: _____ Length of Service: _____

Estimated Monthly Long Distance Usage: _____ Estimated International Usage: _____ International Block? ☐ Yes ☐ No

Main Service Address: 5050 N Irwindale

City: Irwindale State: CA ZIP Code: 91706

Billing Address (if different): 5050 N Irwindale

City: Irwindale State: CA ZIP Code: 91706

_____ _____
Agreed by: Customer Signature Date

_____ _____
Customer Name (Print) Title

_____ _____
Sales Representative Name Phone

TelePacific COMMUNICATIONS

Customer Contact Authority

TelePacific is committed to protecting the proprietary information (CPNI) you have entrusted to us. Pursuant to FCC rules, we have implemented policies and procedures designed to better protect your network information against unauthorized access. Please assist us by providing complete contact information for parties authorized to receive information regarding your account.

"I grant permission to TelePacific to provide information to the following individuals for the purpose of servicing my telecommunications account, including: the review of network, service, and billing records; negotiation of service changes; and resolution of network and billing issues that may arise on my account. Identified below are authorized account contacts and their respective authority level for each organizational area within my company. "

Account Number: _____

Printed Name: _____

Title: _____ **Date:** _____

Authorized Signature: _____

Authority Levels:

R/W/A: (Read/Write/All) This contact has full authority to request information and place orders on all aspects of the account including bill usage and network configuration.

R/W/B: (Read/Write/Bill) This contact has the authority to ask questions about billing issues and request bill related changes on the account such as the billing address.

R/W/O: (Read/Write/Orders): This contact can receive information about the network configuration on an account including line type, count, and physical and data configuration. This contact is authorized to place orders on the account including reconfigures, moves, adds, changes, new locations, etc.

R/O: (Read/Only): This type of contact is allowed to request and receive information regarding bills, network configuration, and orders, but is not authorized to make changes on accounts or orders.

R/T: (Read/Trouble) This authority level is allowed to report trouble on accounts, receive network configuration information in support of resolving trouble on the account.

Note: TelePacific may send emails to inform customers of other related services and other information. TelePacific does not sell personal information and personal information is not given to a third party unless authorized by the customer in writing or required pursuant to contracts authorized by law.

Account Contacts:				☐ Do not send marketing emails
Primary Account Authority/ Authorized Signee				
Name		Title		
Phone		Cell		
Email		Fax		
Authority Level	☐ RWA ☐ RWB ☐ RWO ☐ RO ☐ RT			
Alternate Primary Account Authority				☐ Do not send marketing emails
Name		Title		
Phone		Cell		
Email		Fax		
Authority Level	☐ RWA ☐ RWB ☐ RWO ☐ RO ☐ RT			
Account Billing Contact				☐ Do not send marketing emails
Name		Title		
Phone		Cell		
Email		Fax		
Authority Level	☐ RWA ☐ RWB ☐ RWO ☐ RO ☐ RT			
OneCentral Contact				☐ Do not send marketing emails
Name		Title		
Phone		Cell		
Email		Fax		
Authority Level	☐ RWA ☐ RWB ☐ RWO ☐ RO ☐ RT			

Main Technical Contact				☐ Do not send marketing emails
Name		Title		
Phone		Cell		
Email		Fax		
Authority Level	☐ RWA ☐ RWB ☐ RWO ☐ RO ☐ RT			
Alternate Technical Contact				☐ Do not send marketing emails
Name		Title		
Phone		Cell		
Email		Fax		
Authority Level	☐ RWA ☐ RWB ☐ RWO ☐ RO ☐ RT			
Main Data Contact/LAN Administrator				☐ Do not send marketing emails
Name		Title		
Phone		Cell		
Email		Fax		
Authority Level	☐ RWA ☐ RWB ☐ RWO ☐ RO ☐ RT			
Order Contacts:				
Primary Order Provisioning Contact				☐ Do not send marketing emails
Name		Title		
Phone		Cell		
Email		Fax		
Authority Level	☐ RWA ☐ RWB ☐ RWO ☐ RO ☐ RT			
Alternate Order Provisioning Contact				☐ Do not send marketing emails
Name		Title		
Phone		Cell		
Email		Fax		
Authority Level	☐ RWA ☐ RWB ☐ RWO ☐ RO ☐ RT			
After Hours Contact				☐ Do not send marketing emails
Name		Title		
Phone		Cell		
Email		Fax		
Authority Level	☐ RWA ☐ RWB ☐ RWO ☐ RO ☐ RT			

Mail: TelePacific Communications, Attn: Customer Care, 3485 Brookside Dr. Suite 102, Stockton, CA 95219
Email: Scan signed documents and send to: customerservice@telepacific.net Fax: 866-891-2088 Initial |_____|

TelePacific COMMUNICATIONS

AUTHORIZATION FOR THIRD-PARTY ACCOUNT REPRESENTATION:

TO OBTAIN CUSTOMER'S SERVICE RECORDS, BILLING INFORMATION AND CREDIT INFORMATION

I, hereby authorize the following "Agency (ies)" (Agent/Vendor/Other Third Party) and its representatives to obtain my or my company's (hereinafter "Customer") customer service records and billing information, as well as credit information, from U.S. TelePacific Corp., Mpower Communications Corp. and/or Arrival Communications, Inc., all d/b/a TelePacific Communications, as necessary. I am requesting that TelePacific Communications interface directly with the Agency and its representatives in providing service records, responding to requests for changes in service, billing disputes and/or trouble tickets, for purposes of assisting Customer as noted below. I have indicated the level and duration of this authorization for each "agent" by selecting from the following:

Authority Levels (choose one that applies):

R/W/A: (Read/Write/All) This "agent" has full authority to request information and place orders on all aspects of the account including bill usage and network configuration.

R/W/B: (Read/Write/Bill) This "agent" has the authority to ask questions about billing issues and request bill related changes on the account such as the billing address.

R/W/O: (Read/Write/Orders): This "agent" can receive information about the network configuration on an account including line type, count, and physical and data configuration. This contact is authorized to place orders on the account including reconfigures, moves, adds, changes, new locations, etc.

R/O: (Read/Only): This type of contact is allowed to request and receive information regarding bills, network configuration, and orders, but is not authorized to make changes on accounts or orders.

R/T: (Read/Trouble) This authority level is allowed to report trouble on accounts, receive network configuration information in support of resolving trouble on the account. They are not authorized to receive information about on-line customer access system passwords or place orders for account changes.

Duration of Authorization (choose one that applies):

This Order/Installation only

Term of contract and extensions with a TelePacific company or until TelePacific is otherwise notified in writing

Agent Contact-Company Name			**Agent Code**
Name		Title	
Phone		Cell	
Email		Fax	
Authority Level	☐ RWA ☐ RWB ☐ RWO ☐ RO ☐ RT		
Duration	☐ This Installation Only ☐ Term of Contract		
Voice Vendor-Company Name			**Vendor Code**
Name		Title	
Phone		Cell	
Email		Fax	
Authority Level	☐ RWA ☐ RWB ☐ RWO ☐ RO ☐ RT		
Duration	☐ This Installation Only ☐ Term of Contract		

Data Vendor-Company Name			Vendor Code
Name		Title	
Phone		Cell	
Email		Fax	
Authority Level	☐ RWA ☐ RWB ☐ RWO ☐ RO ☐ RT		
Duration	☐ This Installation Only ☐ Term of Contract		

This letter of authorization does not preclude me or my company from placing orders, handling billing disputes and/or trouble tickets directly with TelePacific Communications on my/our behalf.

Account Number: _____
Customer/Business Name: _____
Billing Address: _____
City: _____ **State:** _____ **Zip:** _____

The undersigned has read the foregoing and represents that he/she is authorized to act on behalf of the Customer.

Printed Name: _____
Title: _____ **Date:** _____
Authorized Signature: _____

To facilitate processing of these forms, they may be returned in the following ways:
By mail: TelePacific Communications, Attn: Customer Care, 3485 Brookside Dr. Suite 102, Stockton, CA 95219
By e-mail: Scan signed documents and send to: customerservice@telepacific.net
By fax: 866-891-2088

|_____| Initial

TelePacific
COMMUNICATIONS

CUSTOMER NOTICE AND ACKNOWLEDGEMENT
OF 911 AND E911 SERVICE LIMITATIONS

Customer Name: CITY OF IRWINDALE

Order Number:

INSTRUCTIONS TO CUSTOMER:

Please check either Yes or No for all of the questions listed below to determine your specific 911 requirements. It may be necessary for you to consult with your vendor.

1. Do you have users in multiple buildings or suite locations in a campus-like environment?
   Yes ☐ No ☐

2. Do you have a large Call Center type environment that requires the 911 emergency center to see EACH station number should anyone dial 911?
   Yes ☐ No ☐

3. Do you have multiple locations associated to the service we will be providing you? (Please Note: This could include locations connected via your private network and managed through your on-premise equipment, i.e. PBX) Yes ☐ No ☐

Remote home employee	Yes ☐	No ☐
Remote Branch office(s)	Yes ☐	No ☐
Voice Users connected via private network	Yes ☐	No ☐
Any users in another state	Yes ☐	No ☐

4. Are we delivering your voice services to a Data Center rather than to your business location?
   Yes ☐ No ☐

5. Have you ever moved any of your locations that we are providing service for, but kept your telephone numbers from the previous location?
   Yes ☐ No ☐

Thank you for taking the time to help us establish the best 911 solution for your business.

Please read the following important notice regarding limitations on 911 and E911 emergency services available through SmartVoice and/or other VoIP or multi-line services ("Service") and sign the acknowledgement at the end of page 3.

911 and E911 Service Limitations

It is essential that SmartVoice and/or other VoIP and multi-line business customers be aware of what is required for their 911 calls to go to the correct Public Safety Answering Point (PSAP) so that emergency personnel respond to the location from which the call was actually made.

If you do not provide TelePacific with accurate phone number and location information for each telephony device, the 9-1-1 operator may send emergency responders to the location where the main telephone system is located (such as headquarters or a main building) rather than to the exact location from which the 9-1-1 call was placed, posing a major risk to employees and customers. Additional information at http://www.insidetelepacific.com/support/support-user-guides.asp

1) Accurate Location / Address and Caller ID Information

Accurate location/address and Caller ID information is needed for each telephony device, especially if you use a Private Network or MPLS services to extend your telecommunications services to other physical locations. Therefore, any time a telephony device is unplugged from one location and moved to a distant location, you need to notify TelePacific and request a change in your telephone number location records.

2) Power Outages

Unlike traditional voice services, VoIP and data services may not function during a power outage, causing you to be unable to make 911 calls. For VoIP services, including 911, to function in power outages, a back-up power supply, such as back-up batteries or a generator, is required. TelePacific does not supply such sources of back-up power.

Disclaimer of Liability and Indemnification.

We do not have any control over the answering and response to 911 calls. We disclaim all responsibility for the conduct of any emergency response centers. We rely on third parties to assist us in routing 911 calls to emergency response centers. We disclaim any and all liability or responsibility in the event such third party call routing is incorrect or yields an erroneous result. Neither TelePacific nor its officers, DIRECTORS, employees, AFFILIATES, OR AGENTS may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless TelePacific, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

TelePacific®
COMMUNICATIONS

I AGREE TO NOTIFY TELEPACIFIC OF ANY CHANGES TO THE SERVICE LOCATION AND CONTACT INFORMATION PROVIDED TO ALLOW THEM TO MAINTAIN ACCURATE RECORDS AT ALL TIMES. I UNDERSTAND THAT NOT FOLLOWING THESE REQUIREMENTS MAY RESULT IN AN ADDITIONAL $125.00 FEE ASSESSED FOR EACH 911 CALL PLACED FROM A LOCATION NOT PROPERLY DOCUMENTED IN THE DATABASE.

FINALLY, I ACKNOWLEDGE THAT USE OF THIS SERVICE AT A NON-REGISTERED LOCATION OR FAILURE TO PROVIDE UPDATED INFORMATION TO TELEPACIFIC THAT RESULTS IN INACCURATE DATABASE RECORDS CAN CAUSE 911 CALLS TO BE ROUTED TO AN INCORRECT PSAP THAT CANNOT PROVIDE EMERGENCY SUPPORT TO YOUR LOCATION.

I have read and understand the above information regarding the limitations on the 911 and E911 emergency services available through TelePacific SmartVoice and/or other VoIP or multi-line services.

Company Name: CITY OF IRWINDALE

By: _____

Print Name: _____

Title: _____

Date _____

TelePacific COMMUNICATIONS

IMPORTANT: THIS CONTRACT INCLUDES A PROVISION REGARDING BINDING ARBITRATION. SEE SECTION 6 BELOW. THIS CONTRACT REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES, AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS, AS STATED IN THE "RESOLUTION OF DISPUTES" PROVISION (SECTION 6 BELOW), WHICH YOU SHOULD READ IN ITS ENTIRETY. YOU UNDERSTAND THAT THIS IS A LEGALLY BINDING INSTRUMENT AND AGREE TO ABIDE BY ITS TERMS.

1. General

(a) These Terms and Conditions are part of the Telecommunications Account Agreement (referred to as "Agreement") between Customer (referred to as "you" and "your") and U.S. TelePacific Corp. and/or its affiliated companies (collectively referred to as "we", "us" and "our"). Services are offered to you by us either under Tariffs (documents which list services, prices and other terms and conditions) filed with the Federal Communications Commission (FCC) and state regulatory agencies having jurisdiction over the Services ("Tariffed Services"), or on a non-Tariffed basis. Tariffs are available online at http://insidetelepacific.com/legal/legal-tariffs.asp . All services provided under this Agreement are collectively referred to as the "Services." In the event that the rates, terms and conditions in this Agreement conflict at any time with those set forth in our federal and/or state Tariffs applicable to the Services, the rates, terms and conditions of the Tariffs shall control. The rates, terms and conditions of Tariffed Services may change, subject to the approval of the applicable regulatory agency. If the Tariffs for any Services are cancelled as a result of regulatory action during the term of this Agreement, we will publish a Price List and related terms and conditions on our website (http://insidetelepacific.com/rates/rates-telepacific.asp) which will become part of this Agreement.

(b) We may increase the rates in this Agreement for non-Tariffed Services to pass through any price increases imposed on us by the providers of the underlying facilities used to provide the Services or, in the case of long distance services, by our wholesale providers of such services. We may also change the rates, terms and conditions applicable to non-Tariffed Services ("Revisions") by giving you at least thirty (30) days prior written notice and posting such Revisions to our website at http://insidetelepacific.com/legal/legal-notices.asp . You will receive notice of the Revisions in your monthly invoice at least thirty (30) days prior to the effective date of any change. You shall then have thirty (30) calendar days from the date of the aforementioned invoice to provide us with written notice that the Revisions to changed terms or conditions adversely affect your use of the Service(s). If after said notice, we are able to verify such adverse effect and are able to eliminate said adverse effect, we shall provide you with a written addendum to this Agreement to confirm your assent to our elimination of the adverse effect on your Services(s). However, if we are unable reasonably to eliminate the Revision's impact on such Service(s), we will send you written notice of our inability to reasonably eliminate the Revision's impact, and then you may terminate the impacted Service(s) without further obligation to us beyond the termination date, including termination charges, if any. This shall be your sole and exclusive remedy for changed terms or conditions. If you do not notify us in writing of your election to terminate the affected Service(s) for changed terms or conditions within five (5) business days after receipt of written notice of our inability to reasonably eliminate the Revision's impact, you will be deemed to have consented to the changes and to a continuation of the Service(s), subject to the Revisions. If we materially increase the rates applicable to any of our non-tariffed Services, except for pass-through rate increases, you may terminate the affected Service(s) without further obligation beyond the termination date, including termination charges, if any, provided you notify us in writing before the effective date of the rate increase. If you do not notify us in writing of your election to terminate the affected Service(s) for increase in rates prior to the effective date of the rate increase, you will be deemed to have consented to the changes and to a continuation of the Service(s) subject to the Revisions.

(c) Under certain conditions, you may request that installation of Services be expedited by agreeing to pay an Expedite Fee. No projected date for expedited installation is guaranteed. Payment of the Expedite Fee only earns an advanced priority for your installation process and installation is not entirely in our control. No credit or refund of the Expedite Fee will be made for delay of the installation date beyond

the projected or requested date. A list of Expedite Fees and other charges for Changes to Services ordered are available at: http://insidetelepacific.com/rates/rates-change-fees-labor.asp .

(d) A change in the manner in which we deliver Services to you may result in an increase in rates for those Services. Also, if a portion of your Services require a third party vendor, an additional charge for special construction may apply. If we cannot deliver Services to you at the rates you have agreed to pay because of the cost of the technology used or construction required to deliver the Services, including an acceptable profit margin, we will notify you in writing of that fact before any change in the technology used and seek your consent to a change in the rates or additional charge under this Agreement. If you do not provide us with written notice of your refusal to consent to the increased rate within five (5) business days after receipt of such notice, during which time we may delay the installation of any change in technology, we may consider your lack of objection to the increase in rate or additional charge to be your consent to the increased rate or additional charge for the Services under this Agreement. If you object to such increase or charge within the period provided, you or we may terminate the Agreement on written notice without further obligation beyond the date of termination, including for termination charges.

2. Term, Billing, and Payment

(a) Effective Date. This Agreement is effective when it has been signed by you and accepted by TelePacific either by execution on behalf of TelePacific or by TelePacific commencing the Services delivery process. Upon approval, we will begin as soon as practicable the installation, connection and testing of the circuits and/or equipment necessary to provide the Services.

(b) Term. The initial term of this Agreement ("Initial Term") will begin the date we provide notice to you that the Services are available for your use. This Agreement will continue in effect for the entire Term chosen on the Service Agreement and for any subsequent Renewal Term. The Initial Term or Renewal Term (also referred to herein and on the Service Agreement as "Service Term") will automatically renew for successive Renewal Terms ("Automatic Renewal Term") of one (1) year each thereafter, unless terminated as provided in Section 4 of this Agreement. However, you may renew Services for a Renewal Term prior to the completion of the Initial Term. The beginning of this Non-Automatic Renewal Term is the date of the first invoice after the Service Renewal is entered into our billing system. You may order additional services at your existing Service Location(s) under this Agreement for which Service(s) shall have an Initial Term coterminous with the Initial or Renewal Term of the existing Service(s) at said Service Location, subject to our acceptance. Services for additional Service Locations may also be ordered, subject to our acceptance, under this Agreement. The Initial Term for additional Services ordered for additional Service Locations will begin the date we provide notice to you that the services are available for your use, will continue in effect for the entire Term specified on the Service Agreement for the additional Services and shall automatically renew for successive periods of one (1) year each after the end of the Initial Term of the additional Services (each successive period being a Renewal Term for those additional Services), unless terminated as provided in Section 4 of this Agreement. The Terms and Conditions of this Agreement shall extend automatically, following termination, to cover the remaining Term of any Services provided. See Section 4 of this Agreement for additional terms and conditions applicable to terminations and Renewal Terms, including the rates during Renewal Terms.

(c) Billing. We will begin invoicing you for the Services and other charges after we give you notice that the Services are installed and available for your use and will continue invoicing you on a monthly basis until the Agreement is terminated. We will bill monthly recurring charges in advance and usage charges after the usage occurs. You are responsible for all Other Charges and Government Fees and Taxes which will be separately listed on each invoice. We may require, in our sole discretion, that you provide a deposit or other assurance of payment before the Services are provided and/or thereafter. Any required deposit shall not bear interest unless required by law. If you delay acceptance of the Services after receiving notice that Services are available, we may, in our sole discretion, begin invoicing you for the ordered Services. If you continue to delay acceptance of the Services for more than sixty (60) days after the date the Services are available, you will have materially breached this Agreement, and we will be

entitled to terminate this Agreement without further notice and to pursue the remedies in Section 4 of this Agreement.

(d) Back-billing. We will endeavor to bill you for charges on a timely basis. However, unless proscribed by state regulation, you shall nevertheless be liable for all charges irrespective of any delay in billing, whether due to error, lack of necessary data, negligence or any other reason. No such delay shall constitute a basis for a claim of waiver, estoppel or other excuse of your obligation to pay our charges, irrespective of the length of the delay. Nothing herein shall toll the running of any statute of limitations applicable to such obligations.

(e) Payment. Invoices are due and payable upon presentation, and become past due after the Pay By Date printed on the invoice. If you have a bona fide dispute with any of the amounts on the invoice ("Disputed Amount"), you shall pay all amounts not in dispute by the Pay By Date and provide us with a written request for a billing adjustment, together with all supporting documentation, within forty-five (45) days after the Pay By Date or your right to any billing adjustment shall be waived. If we agree to adjust all or a portion of the Disputed Amount, you will not be obligated to pay a late payment charge on the adjusted amount. If you fail to pay all non-Disputed charges on our invoice by the Pay By Date, we may impose a late payment charge of 1.5% per month or the maximum rate allowed by law, whichever is less, on the unpaid balance until the amount is paid. We may also suspend your services until all delinquent amounts, including late payment charges, are paid in full. An additional charge will apply to each returned check. Payment must be made in U.S. Dollars.

(f) If the Initial Term is for sixty (60) months or more and Services have been installed for at least twenty-four (24) months, Customer may provide TelePacific at retention@telepacific.com with a bona fide, written quote of a lower monthly charge for a term at least equivalent to the remaining months in the Initial Term from a competitive carrier for the identical Services with the same terms as provided pursuant to this Agreement and all Addendums, one time, and TelePacific shall have thirty (30) calendar days after receipt of the bona fide written quote to match or beat the competitive carrier's offer. "Identical," as used herein, is to be narrowly construed to mean the Services and all terms and conditions must be the same in all material respects. If for any reason TelePacific fails to provide the Services at the lower rate, Customer may terminate the Services without liability for early termination.

3. Your Obligations

(a) Our Property. Any equipment installed at your premises by us or shipped to you by TelePacific or our authorized third party vendor remains our personal property, and nothing contained in this Agreement shall give or convey to you any right, title or interest in such equipment. You agree not to interfere with or damage the equipment and you agree to reimburse us for any loss or damage that is caused by your intentional or negligent acts or by the intentional or negligent acts of your agents, employees, authorized users or representatives. You will allow us to remove the equipment from your premises or you will promptly return the equipment to us upon termination of the Services for which the equipment was used.

(b) Building Access. You shall obtain all necessary approvals, applicable permits and/or use fees to be attained, if any, for full access by us prior to installation of Service and while Service is provided.

(c) Responsibility for Message Content. You are solely responsible for all content that you make available on or through our Services. You guarantee that all such content will not infringe on, or contain any content that infringes on, or otherwise violates any copyright, patent or any other right held by a third-party and that all such content will not violate any applicable law, rule, regulation or industry standard.

(d) Use of Services. You will not use the Services for any illegal, unlawful, abusive or fraudulent purpose and will use the Services in such a manner as to prevent damage to our network. Your proper use of the Services includes conforming to all Acceptable Use Policies ("AUP") that are available on request and are displayed at our web site at http://insidetelepacific.com/legal/legal-use-intro.asp . The

AUP may be amended from time to time. If we materially change the AUP, you shall be provided the same right to notification and cancellation provided in Section 1(b) of this Agreement.

(e) Third-Party Obligations. You are responsible to pay any third-party vendor charges for third party vendors you retain such as retaining a vendor for installation of necessary inside wiring. Also, you are responsible to arrange for disconnection and payment of charges related to the disconnection of any related services with your current carrier(s). Disconnection of such services may not be delegated to us.

(f) Network Security. You acknowledge that it is your responsibility to take whatever actions you deem necessary to make your computer and voice network and circuits adequately secure from unauthorized access. You further acknowledge that we only provide telecommunications services and certain equipment to you and that we are not responsible for the security of your network and circuits from third parties, or for any damages that may result from any unauthorized access to your network. Read and follow the Fraud Guidelines provided at http://insidetelepacific.com/legal/legal-fraud-protection.asp . Failure to follow the steps provided may result in a greater likelihood that your network will be exposed to fraud. Also, we urge you to seek independent advice with respect to products, equipment (including configurations), and services available to make your computer network and circuits more secure from third parties.

YOU FURTHER ACKNOWLEDGE THAT NONE OF OUR EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS HAS MADE, AND THEY DO NOT HAVE THE AUTHORITY TO MAKE, ANY REPRESENTATIONS CONCERNING THE SECURITY OF YOUR NETWORK OR THE SERVICES WE PROVIDE THAT ARE INCONSISTENT WITH THE STATEMENTS CONTAINED IN THIS SECTION 3(f).

4. Automatic Renewals; Terminations; Rights and Remedies

(a) This Agreement and any orders for Services submitted under it shall remain in effect until terminated as stated in this Section 4. After the Initial Term, this Agreement will automatically renew for successive periods of one year each at our rates then in effect for your Services unless either party notifies the other in writing within the last sixty (60) days of the then-current Term of the intent not to allow this Agreement to renew for a successive Term. However, after providing such notice, if you continue to use Service(s), by your continued use, you are agreeing to continue to receive and pay for Service(s) under this Agreement on a month-to-month basis. However, even after termination of this Agreement for Services ordered for the original Service Location(s) or additional Service Location(s) covered by this Agreement, the Terms and Conditions of this Agreement will automatically extend to cover any remaining Terms or Service Agreements for any additional Services to additional Service Locations which have not expired. The Term of any such additional Service Agreements shall be subject to the same automatic renewal and termination notice provisions as are contained in this Agreement. If either party gives the other party the required notice of a decision not to allow the Agreement or the Term of any additional Services to additional Service Locations to renew at the expiration of a Term, actual termination of Services will not occur until the later of the end of the then-current Term or thirty (30) days after receipt of that notification. If you elect to terminate the Agreement or any orders for Services before Services are installed and available for your use, you must do so in writing, and you shall pay to TelePacific as a pre-installation charge ("Cancellation Charge") an amount equal to: (1) the non-recurring charges applicable to the Services, even if initially waived, unless those charges have already been paid, (2) if your Services require a third party that we contract with to provide some or all of the underlying services, a charge from the third party, which as a result of your cancellation, we become obligated to pay, and (3), if this Agreement is for a Term of one year, an amount equal to three times the one month recurring charges, or, if this Agreement is for a Term of more than one year, an amount equal to six times the one month recurring charges. You agree that such a termination charge is a reasonable amount because, among other reasons, it would be difficult or impossible to calculate the exact amount of damages suffered by us if you terminate this Agreement or any orders for Services.

(b) Either party may terminate this Agreement upon thirty (30) day notice if the other party materially breaches the terms and conditions of this Agreement and the other party fails to cure the default within the 30-day period, including, but not limited to, your failure to pay our invoices for the Services by the Pay By Date. If you terminate this Agreement after our material breach, then you will be responsible only for charges for the period before the date of termination. If, however, we terminate this Agreement as a result of your material breach, or you terminate this Agreement or any Services provided to you for any reason other than our material breach, you shall pay to us a termination charge as follows:

(i) If Service Term is equal to or less than thirty-six (36) months:

(A) If the effective date of the termination occurs before the last year of the Initial or Renewal Term, we will determine the termination charge (also referred to herein as "ETF") as though you had elected an Initial Term ending within the Term year in which you terminate ("Revised Alternate Term"). For example, if you terminate in the 13th month of a three year Term, the Revised Alternate Term would be two years. We will also determine the monthly recurring charge ("MRC") that would have applied if you had chosen the Revised Alternate Term when you first selected a Term ("Default MRC"). You will then pay us a termination charge equal to: (1) the non-recurring charges for the terminated Services, even if those charges had been initially waived (only applies during Initial Term); (2) the difference between the monthly recurring charges you actually paid for the terminated Services through the effective date of termination and the Default MRCs that would have applied under a Revised Alternate Term; and (3) fifty percent (50%) of the Default MRCs for the period starting with the effective date of termination and ending on the expiration of the Revised Alternate Term. If your Services require a third party to provide some or all of the underlying services, in addition to the termination charge calculation stated above, you shall pay a charge from the third party, which as a result of your termination we become obligated to pay for the portion of your Service provided by a third party .

(B) If the effective date of the termination occurs during the last year of the Initial or Renewal Term, you will pay us a termination charge equal to: (1) The non-recurring charges for the terminated Services, even if those charges had been initially waived (only applies during Initial Term); and (2) 50% of the monthly recurring charges for the period starting with the effective date of termination and ending on the expiration of the Initial or Renewal Term.

(ii) If Service Term is greater than thirty-six (36) months, the ETF will be calculated as specified in section 4, paragraph (b) subparagraph (i) above for a termination within the first thirty-six (36) months. Thereafter, for terminations after the thirty-sixth (36th) month, the ETF will be twenty-five percent (25%) of the remaining months of MRCs.

If you terminate this Agreement or any Services provided to you for any reason other than our material breach, you shall provide us with written notice to retention@telepacific.com thirty (30) days in advance, and the effective date of the termination will be the end of that thirty (30) day notice period for purposes of determining the remaining time over which the termination charge will be calculated. If you do not give us that notice, then the effective date of termination shall be the date we terminate this Agreement. For partial months, remaining monthly recurring charges will be determined on a prorated basis.

(c) If you request that we move your Services from your current Service Location to a different Service Location, you may incur a non-recurring charge ("Move Charge"). The Move Charge may include (i) a termination charge which, as a result of your termination, we become obligated to pay to a third party provider of the underlying facilities, and (ii) installation charge at the new Service Location. Also, a new Term may apply to any Services moved to a new Service Location.

All termination charges are due and payable immediately on the effective date of termination (including the 50% of remaining monthly recurring charges), and are in addition to any monthly recurring charges, usage charges and other charges due as of effective date of termination.

You agree that each of the above termination charges is a reasonable amount to compensate us for lost MRCs and usage charges following termination. You agree because, among other reasons, it would be difficult or impossible to calculate the exact amount of such damages suffered by us if you terminate this Agreement or any orders for Services.

(d) In addition to any other recoveries we are entitled to, we shall be entitled to recover from you for undisputed payment delinquencies all of the costs we incur (including court costs and reasonable attorneys' fees) to collect any delinquent charges owed by you along with all other damages we incur as a result of your breach or other termination of this Agreement, including without limitation termination charges, past due recurring and usage charges, any damage to our equipment, any promotional credits provided to you and any amounts we have to pay to third parties because of violations by you of our AUP. Notwithstanding the foregoing, if you are determined to be the prevailing party, you shall be entitled to recover reasonable attorneys' fees and court costs.

(e) Sections 4–6 of this Agreement, inclusive of sub-sections, shall survive any termination or expiration of this Agreement.

5. Warranty Disclaimer, Limitation of Liability and Indemnity

(a) WARRANTY DISCLAIMER. WITHOUT LIMITING ANY EXPRESS FINANCIAL OR LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES UNDER THIS AGREEMENT (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS/FAILURES), UNDER ANY THEORY INCLUDING WITHOUT LIMITATION TORT, CONTRACT, WARRANTY, STATUTE, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVISIONED. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(b) Credit Allowances for Interruption of Service. If an interruption or failure of Service is caused solely by us and not by you or any third party agent, carrier, vendor, employee, or representative of yours or other causes beyond our reasonable control, you may be entitled to a credit allowance not to exceed an amount equivalent to the proportionate charge to you for the affected Service for the time period from the time of your report to us of the Service interruption to the time Service is restored, not to exceed in any month, the total monthly recurring charge owed by you for the affected Service in that month. The specific service levels, related credits and steps you must take to apply for credits are available on our website at http://insidetelepacific.com/legal/legal-sla.asp. We shall not be liable for any act or omission of any other entity furnishing you with facilities or equipment used with the Services, nor shall we be liable for any damages or losses due in whole or in part to your fault or negligence or due in whole or in part to the failure of equipment or facilities that you provide.

(c) LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE SHALL BE ENTITLED TO RECEIVE PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS). ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SUB-SECTION (a) OF THIS SECTION 5, OUR TOTAL LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE LESSER OF (1) YOUR PROVEN DIRECT DAMAGES, (2) THE AMOUNTS YOU PAID TO US FOR THE SERVICES DURING THE PERIOD IN WHICH ANY SERVICE-RELATED PROBLEMS WERE EXPERIENCED, OR (3) THE CREDITS AVAILABLE TO YOU UNDER OUR TARIFFED LIMITATION OF LIABILITY. THE FOREGOING LIMITATIONS APPLY TO ALL DISPUTES, CAUSES OF ACTION AND

CLAIMS, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

(d) Indemnification. You will defend, indemnify and hold us harmless (including our officers, directors, employees, agents, and contractors) from any claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs) arising out of or relating to your use of the Services. This indemnity will not be available if the damage or loss is due to our willful or reckless acts or omissions. Subject to the limitation of liability set forth in sub-section (c) of this Section, we will defend, indemnify and hold you harmless (including your officers, directors, employees, agents, licensees or contractors) from any claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and court costs), arising out of or relating to our delivery of the Services to you. This indemnity will not be available if the damage or loss is due to your willful or reckless acts or omissions.

6. Resolution of Disputes: Binding Arbitration (Jury Trial Waiver), No Class or Representative Actions or Arbitrations

(a) Binding Arbitration of Any and All Disputes. **By entering into this Agreement, you and we waive any right to a jury trial, or the right to have any dispute resolved in any court, and instead accept the use of binding arbitration.** As used in this Agreement, "dispute" means any cause of action, claim, case, and/or controversy of any kind arising out of or in any way related to this Agreement, any amendments or addenda to this Agreement, and/or the subject matter of this Agreement.

(b) No Class or Representative Actions or Arbitrations. **You and we expressly agree that any dispute is personal to us, and any such dispute shall only be resolved by an individual arbitration and shall not be brought as a class arbitration, a class action, or any other representative proceeding unless such agreement is not consistent with applicable state law. Neither party agrees to class arbitration, or an arbitration where a person brings a dispute as a representative of any other person or persons except where not permitted by applicable state law. Neither you nor we agree that a dispute can be brought as a class or representative action whether inside or outside of arbitration, or on behalf of any other person or persons.**

(c) The Federal Arbitration Act Applies. This Agreement affects interstate commerce and the enforceability of Section 6 will be governed by, construed, and enforced, both procedurally and substantively, by the Federal Arbitration Act ("FAA") to the maximum extent permitted by applicable law.

(d) Confidentiality. The arbitrator and the parties shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator shall have the authority to make appropriate rulings to safeguard that confidentiality, unless the law provides to the contrary.

(e) Arbitration Procedures. If you and we cannot resolve between ourselves any dispute, you and we shall promptly submit the dispute to binding arbitration at the office of the American Arbitration Association ("AAA") located in the City or County of the state where the services are provided, or, if there is no AAA office at that location, then at the AAA office closest to where the services are provided. Either party may initiate arbitration by providing written demand for arbitration (with a copy to the other party), a copy of this Agreement and the administrative fee required by the commercial arbitration rules of the AAA ("AAA Rules") to the AAA. Any party paying the administrative fee may recover the fee if awarded by the arbitrator. The arbitration will be held in accordance with the AAA Rules as modified by this Agreement. The AAA Rules, and other information about the AAA and arbitration, are readily available at www.adr.org , by calling 1-800-778-7879, or by mail at 120 Broadway, Floor 21, New York, NY 10271. By entering into this Agreement, you either (1) acknowledge that you have read and understand the AAA Rules or (2) waive reading the AAA Rules and waive any claim that the current AAA Rules are unfair in any way. You and we agree that the AAA Rules shall be subject to the terms of this Agreement, changes in procedures that the AAA may make from time to time in its AAA Rules or successor rules to its AAA Rules, and the following modifications:

(i) As limited by the FAA, the terms of this Agreement, and the applicable AAA Rules, the arbitrator will have the exclusive power and jurisdiction to make all procedural and substantive decisions concerning the dispute; provided, however, that this power shall not include: (a) the power to determine the question of arbitrability, which power you and we agree shall be vested solely in a court of competent jurisdiction; or (b) the power to conduct a class or representative action or arbitration, which is prohibited by the terms of this Agreement as stated above (Section 6(b)).

(ii) To the maximum extent permitted by applicable law, each party shall bear the cost of preparing and presenting its case in an arbitration unless the arbitration award provides otherwise.

(iii) One arbitrator will be appointed in accordance with the AAA rules within 30 calendar days of the submission of the demand for arbitration. The arbitrator will designate the time and place for hearings as soon as practicable after the arbitrator is appointed.

(iv) The arbitrator's authority to grant relief shall be subject to the provisions of this Agreement, our applicable tariffs, if any, and any other applicable law. In making any award, the arbitrator will be restricted by the Limitation of Liability provisions in this Agreement (Section 5(c)), and will not be entitled to award, nor shall either party be entitled to receive, punitive, incidental, exemplary, consequential, reliance or special damages, including damages for lost profits; provided, however, that if the enforceability of any of these restrictions is limited by the applicable substantive law or by the AAA Rules, that restriction will only be enforced to the extent permitted by such law or rules.

7. Miscellaneous Provisions

(a) Assignment and Succession. You may not assign or transfer this Agreement without our prior written consent, which shall not be unreasonably withheld. Any unauthorized assignment or transfer shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successor and authorized assigns.

(b) Governing Law. With the exception that the enforceability of Section 6 is governed both procedurally and substantively by the FAA (as stated above), this Agreement shall be construed pursuant to the laws of the state where (i) the preponderance of services are provided (as determined by MRCs) and (ii) we are certificated to provide telecommunication services without regard to the conflicts of law provisions thereof.

(c) Force Majeure. We shall not be liable for any failure of performance of the Services due to causes beyond our control, including, but not limited to, fire, flood, electric power interruptions, national emergencies, civil disorder, acts of terrorists, network attacks, riots, strikes, lockouts, work stoppages, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over us or the Services provided hereunder.

(d) Entire Agreement and Modifications. This Agreement and all other documents specifically referred to in this Agreement constitute the entire and final agreement and understanding between you and us with respect to the subject matter of this Agreement and supersede all prior agreements relating to such subject matter, which are of no further force or effect. Any and all exhibits referred to in this Agreement are integral parts of this Agreement and are made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by both your and our duly authorized representatives or by a written notice of change pursuant to Section 1(b) hereof.

(e) Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court or administrative agency with jurisdiction over the Services, such provision shall be deemed amended to the minimum extent necessary to render it enforceable.

(f) Headings. The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any of the terms.

(g) Waiver. Under no circumstances shall either party's failure to enforce any provision of this Agreement in any particular instance be construed as a waiver of that provision.

(h) Notices. All notices from you to us must be in writing and delivered by certified mail, return receipt requested or by Federal Express or other similar expedited delivery service to: U.S. TelePacific Corp., Attn. General Counsel, 515 S. Flower Street, 47th Floor, Los Angeles, CA 90071-2201. If you are notifying us that you do not wish to renew Services, your written notice may be by a letter delivered in that manner or by an email to: retention@telepacific.com .

(i) Limitation on Actions. Any legal action (including but not limited to arbitration) arising in connection with this Agreement must be commenced within two (2) years after the cause of action arises.

8. Service Guarantee

Notwithstanding anything to the contrary contained in this Agreement, you may terminate this Agreement without any further obligation if the Services we provide are not substantially performing up to industry standards during the first ninety (90) days the Services are available for your use. If you elect to terminate the Agreement pursuant to this guarantee, we will reimburse you for all reasonable costs you incurred to re-establish service with another service provider not to exceed the amount that you paid to us for installation of the Services. This Service Guarantee only applies if: (a) the cause of the Service deficiency was within our reasonable control; (b) you ordered at least the amount of Services that we recommended to meet your traffic volumes; (c) you give us written notice of the deficiency within the first ninety (90) days after we notified you the Services are available for your use, and (d) we fail to correct the Service deficiency within fifteen (15) days after receiving written notice from you of the deficiency.

TelePacific Communications Service Level Agreement (SLA)

1. General

TelePacific Communications is committed to providing its customers with the highest quality communications services. As a result, TelePacific will guarantee network service levels for the following categories, if applicable to services and features purchased: Network Availability, Time to Repair, Latency, Packet Delivery and Packet Delay Variation Guarantees. These guarantees apply to those services that utilize TelePacific's local access and core network for the delivery of its voice and/or data services as described in Section 3 below. Customer provided local access transport and TelePacific services transported over it are not covered by this SLA until those services connect to TelePacific's Core Network. For integrated services over the same access circuit, the SLA will only apply to the service affected by the impairment.

TelePacific service is interrupted when it becomes impaired to the extent that a Customer's service falls below the performance specifications of this SLA because of the failure of the TelePacific network, equipment or facility component used to provide service under this agreement. An interruption period begins when an inoperative service is reported by the customer to TelePacific and the service is released for testing and repair and ends when the customer is notified that the service is operative.

2. Service Credit Claim Procedure and Limitations

The customer must initiate the service credit claim within 45 business days after the end of the calendar month during or for which the event occurred. TelePacific will take all measures it deems appropriate to investigate reported failures. In no event shall the combined credits for the guarantees listed above, separately or combined with any other service credit claims against TelePacific, exceed in any month the total monthly recurring charge (MRC) owed by the customer for the affected service(s) and associated local access in that calendar month. No more than one service credit allowance shall be provided to a customer for an outage or interruption in service from a single or the same occurrence.

No credit allowance for service interruptions will be made under the following circumstances:

- Interruptions or impairments caused by the negligence of the customer or any third party not associated with TelePacific.
- Interruptions or impairments of a service due to the failure of communications and network services, equipment, local access or systems provided by the customer or any third party not associated with TelePacific.
- Interruptions or impairments of a service during any period in which TelePacific does not have access to the premises where the service is located.
- Interruptions or impairments of a service when the customer has released the service to TelePacific for maintenance purposes, to make rearrangements, reconfigurations or for the implementation of an order for a change in the service during the time period that was negotiated with the customer prior to the release of that service.
- Interruptions or impairments of service that are planned service interruptions. A planned service interruption is a service interruption that is required to facilitate network maintenance or upgrades. TelePacific shall use reasonable efforts to notify the customer one week in advance when a planned service interruption is scheduled to take place. In the event an emergency maintenance event should arise, TelePacific shall use reasonable efforts to notify the customer of an emergency service interruption as far in advance as possible
- Interruptions of service when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- Interruptions or impairments caused by or related to labor difficulties, governmental orders, civil commotions, acts of terrorism, any third party not associated with TelePacific, criminal actions taken against TelePacific, acts of God and other circumstances beyond TelePacific's reasonable control.

- Interruptions or impairments of service during periods of temporary discontinuance of service as specified in TelePacific's applicable tariffs, Acceptable Use Policy (AUP) and Customer's TelePacific Account Agreement (TAA) and Customer Addendums.

Section 3 SLAs for Services

TelePacific Services Subject to SLAs	**TelePacific Legacy TDM Voice Services**	**TelePacific Packet-Based Voice and Data Services**
	• Business Lines • PRI • SuperTrunk • OnePac • Flex • Mpower Office	Integrated or Standalone • ①Net IP-VPN • VPLS • EPL • Internet • SmartVoice • Hosted PBX

Network Availability SLA Objective	99.999% for both TelePacific Core Network and TelePacific Provided Customer Local Access Circuit
Time Interval Measurement	Calendar Month
Time to Repair (TTR)	4 hours for both Core Network and Local Access Circuit
Remedy	<4 hours: $0 >=4 hours: 1/30th MRC for each hour exceeding 4 hours

TelePacific Core Network SLA Objectives	**California and Nevada Regional Network**	**California, Nevada and Texas Regional and Intra-Texas**	**National Network (Alaska, Hawaii and International by SLA Addendum)**
Latency (Round Trip in milliseconds)	30 ms	50 ms	90 ms
Time Interval Measurement	Calendar Month	Calendar Month	Calendar Month
Remedy	1/30th MRC for each 1 ms above 30 ms average	1/30th MRC for each 1 ms above 50 ms average	1/30th MRC for each 1 ms above 90 ms average
Packet Delivery Availability	99.9%	99.9%	99.9%
Time Interval Measurement	Calendar Month	Calendar Month	Calendar Month
Remedy	1/30th MRC for each 1% below 99.9%	1/30th MRC for each 1% below 99.9%	1/30th MRC for each 1% below 99.9%
Packet Delay Variation (PDV)/Jitter (One way in milliseconds)	①Net IP-VPN, VPLS and EPL services only COS 1 <=5 ms COS 2 <=7 ms	①Net IP-VPN, VPLS and EPL services only COS 1 <=5 ms COS 2 <=7 ms	①Net IP-VPN, VPLS and EPL services only COS 1 <=7 ms COS 2 <=14 ms
Time Interval Measurement	Calendar Month	Calendar Month	Calendar Month
Remedy	1/30th MRC for each 2 ms above SLA for one Class of Service	1/30th MRC for each 2 ms above SLA for one Class of Service	1/30th MRC for each 2 ms above SLA for one Class of Service

Definitions:

TelePacific Communications Service Level Agreement (SLA)

1. TelePacific Core Network is defined as being from our Provider Edges where TelePacific connects to the customer's local access circuit and to the far end TelePacific Provider Edge connecting to another customer circuit, an Internet peering point or an interconnection to the Public Switched Telephone Network.
2. Customer Local Access Circuit is defined as being from TelePacific-provided equipment and/or local access circuit at the Customer premises to the interconnection point to TelePacific's Provider Edge network. Customer Provided Local Access Circuits are not covered by TelePacific SLAs for Local Access.
3. Calendar Month is a period from a specified day in one month to the day numerically corresponding to that day in the following month, less one.
4. Network Availability Objective is the calendar month availability of services to the customer. It is calculated as the percentage of time that the network is capable of accepting and delivering customer communications to the total time in the measurement period. Availability is defined as the customer having use of the service(s) even while another SLA parameter may be subject to repair and remedy.
5. Time to Repair is the period of time when the Customer first reports a service outage to TelePacific and releases the service for repair and when TelePacific notifies the customer that it is back in service.
6. Latency is how much time it takes for a packet of data to get from one designated point to another and return to its origination point.
7. Packet Availability is the difference between the number of packets transmitted at ingress to TelePacific's Core Network and the total number of packets received at egress from TelePacific's Core Network.
8. Packet Delay Variation or Jitter is the variation in the time between individual packets arriving and is measured one-way. SmartVoice and Hosted PBX services are covered under Network Availability SLA Objective when Packet Delay Variation or Jitter is reported by the customer.
9. Measured throughput for services at any point in time can vary plus or minus Ten Percent (10%) less than the Committed Information Rate (CIR) due to service port speed, type of customer traffic and its prioritization plus other factors associated with service delivery and the technology used.
10. Customer MRCs or recurring billing elements that are covered by this SLA may include Access, Port, Service, Feature and CPE according to the impact of a service outage or interruption.

BandwidthSolutions.com

Quote Title

Voice/Data Solution - Irwindale

Quote Details

Quote #: 8065

Quote Expires On: 2016-11-30 00:00:00

Sales Agent

Nathan Szczesiul

Title: **Sr. Account Manager**
Phone: +1(310)697-0321x_____
Email Address: nszczesiul@bandwidthsolutions.com

CA

Customer

Jeff Wagner

Title: **Network Administrator**
Phone: +1(626)430-2258x_____
Email Address: breait@irwindaleca.gov

City of Irwindale

Product List

Product Name	Product Term	Cost Details	
EarthLink Business	377	**Recurring Cost**	
Product Description		Unit	1
50Mb Integrated with 23 PRI trunks with 200 DIDs, unlimited local and 10K LD		Cost ($)	2211.00
		Amount ($)	2211.00
		Total ($)	2211.00

Product List

Product Name	Product Term	Cost Details	
EarthLink Business	377	**Recurring Cost**	
Product Description		Unit	1
100Mb Integrated with 23 PRI trunks with 200 DIDs, unlimited local and 10K LD		Cost ($)	2620.00
		Amount ($)	2620.00
		Total ($)	2620.00

Product List

Product Name	Product Term	Cost Details	
AireSpring	377	**Recurring Cost**	
Product Description		Unit	1
50Mb Integrated with 23 PRI trunks with 200 DIDs, unlimited local and LD calling		Cost ($)	1656.91
		Amount ($)	1656.91
		Total ($)	1656.91

Product List

Product Name	Product Term	Cost Details	
AireSpring	377	**Recurring Cost**	
Product Description		Unit	1
100Mb Integrated with 23 PRI trunks with 200 DIDs, unlimited local and 10K LD		Cost ($)	1932.14
		Amount ($)	1932.14
		Total ($)	1932.14

Product List

Product Name	Product Term	Cost Details	
XO Communications	377	**Recurring Cost**	
Product Description		Unit	1
500Mb Integrated with 23 PRI trunks with 200 DIDs, unlimited local and $0.015/min ($150 for 10K minutes)		Cost ($)	1803.00
		Amount ($)	1803.00
		Total ($)	1803.00

Product List

Product Name	Product Term	Cost Details	
XO Communications	377	**Recurring Cost**	
Product Description		Unit	1
100Mb Integrated with 23 PRI trunks with 200 DIDs, unlimited local and $0.015/min ($150 for 10K minutes)		Cost ($)	2189.00
		Amount ($)	2189.00
		Total ($)	2189.00

Product List

Product Name	Product Term	Cost Details	
TelePacific	377	**Recurring Cost**	
Product Description		Unit	1
50Mb Integrated with 23 PRI trunks with 200 DIDs, unlimited local and 10K LD calling		Cost ($)	1254.00
		Amount ($)	1254.00
		Total ($)	1254.00

Product List

Product Name	Product Term	Cost Details	
TelePacific	377	**Recurring Cost**	
Product Description		Unit	1
100Mb Integrated with 23 PRI trunks with 200 DIDs, unlimited local and 10K LD calling		Cost ($)	1665.00
		Amount ($)	1665.00
		Total ($)	1665.00

Product List

Product Name	Product Term	Cost Details	
Frontier	379	**Recurring Cost**	
Product Description		Unit	1
50Mb Integrated with 23 PRI trunks with 200 DIDs, unlimited local and 10K LD calling		Cost ($)	1700.00
		Amount ($)	1700.00
		Total ($)	1700.00

Product List

Product Name	Product Term	Cost Details	
Frontier	379	**Recurring Cost**	
Product Description		Unit	1
100Mb Integrated with 23 PRI trunks with 200 DIDs, unlimited local and 10K LD calling		Cost ($)	2080.00
		Amount ($)	2080.00
		Total ($)	2080.00

Total One Time Cost	Total Recurring Cost
$ 0.00	$ 19111.05

COUNCIL AGENDA
ITEM 1D

DEC 14 2016

AGENDA REPORT

Date: *December 14, 2016*

To: *Honorable Mayor and Council Members*

From: *John Davidson, City Manager*

Issue: *Purchase of Senior Center / Community Center Tables and Chairs and Declaration of Surplus of Senior Center / Community Center Tables and Chairs*

City Manager's Recommendation:

That the City Council

1. Waive formal bidding process per the Irwindale Municipal Code and approve the issuance of a Purchase Order to Mity-lite Durability by Design in the amount of $30,946.72 for the purchase of chairs for the Senior Center and Community Center.
2. Declare 21 round tables, nine (9) 6-foot tables, eight (8) 8-foot tables, 196 chairs as surplus equipment.

Analysis:

The tables and chairs utilized at the Senior Center and Community Center are in need of replacement. Combined, the senior center and community center have 21 round tables, nine (9) 6-foot tables, eight (8) 8-foot tables, and 196 chairs. Staff contacted three (3) vendors to solicit quotes and received a quote from Mity-Lite and Dallas Midwest. Despite repeated efforts by staff to receive a quote from EventStable, no quote was received. The quotes received were as follows:

Vendor	Quote
Mity-Lite	$ 30,946.72
Dallas Midwest	$ 34,164.86
EventStable	No Quote Received

Staff is recommending to award the purchase to Mity-Lite in the amount of $30,946.72 to replace the tables and chairs at the Senior Center and Community Center. The purchase consists of 21 Circular Tables, twelve (12) 6-foot Rectangular Tables, sixteen (16) 8-foot Rectangular Tables, 220 chairs and one cart holder for chairs. Mity-Lite's quote is provided under the CMAS pricing contract #4-10-71-0111A. Pursuant to Irwindale Municipal Code Section 3.44.080, Section E, the bidding procedure may be waived, however in an effort to ensure that the City is receiving the lowest quote, staff solicited additional quotes for comparison.

With the purchase of the new replacement tables and chairs, staff is proposing that the current tables and chairs be declared surplus equipment, as they are over 30 years old and in disrepair or unsafe condition. Given the age and condition of this equipment, the

best method for disposition is to auction the equipment, as there is very little monetary value in this asset. The City currently contracts with Ken Porter Auctions for auctioning its surplus equipment. Any funds received from the sale of this equipment will be returned to the General Fund.

Fiscal Impact: _____ (Initial of CFO)
Funds for this purchase have been approved in a prior fiscal year and carried forward into the FY 2016-17 General Fund budget.

Legal Impact: _____ (Initial of Legal Counsel)

Prepared By/Contact Person: Eloise Beltran,
Senior Center Coordinator

Phone: (626) *430-2286*

John Davidson, City Manager

Attachments:
A – Mity-Lite Quote
B – Dallas Midwest Quote

QUOTE ACKNOWLEDGMENT

MITYLITE
DURABILITY BY DESIGN

Sales Quote Number: QUO-23392-R3K6Q9
Customer Number: 157047

INVOICE TO	SHIP TO
City Of Irwindale	City Of Irwindale
5050 N. IRWINDALE AVE	5050 N. IRWINDALE AVE
Irwindale, CA 91706	Irwindale, CA 91706
Attn:	Attn:

QUOTE DATE	SALES REP	TERMS
5/9/2016	Easton Linde	NET30

QTY	ID	ITEM	UNIT PRICE	TOTAL PRICE
1		FREE TABLE FREIGHT	$0.00	$0.00
21	CT72BRN1	6 FT BROWN CIRCULAR TABLE;29" TALL WITH BROWN TRIM;BROWN, WISHBONE LEGS 08	$265.04	$5,565.84
220		CLASSIC; CROWN; GENEROUS WIDTH; BLACK SAND FRAME; FANDANGO RUSSETT FABRIC; CHROME GLIDES	$82.54	$18,158.80
1	CRT5WCHHTBLK2	CART;HOLDS MITY COMFORT SERIES CHAIRS;5 WHEEL; BLK FRAME	$220.30	$220.30
12	RT3072BRN1	30 IN X 6 FT BROWN RECT TBL;29" TALL WITH BROWN TRIM;BROWN, WISHBONE LEGS 08	$150.30	$1,803.60
16	RT3096BRN1	30 IN X 8 FT BROWN RECT TBL;29" TALL WITH BROWN TRIM;BROWN, WISHBONE LEGS 08	$170.00	$2,720.00
1		TAXES	$2,135.14	$2,135.14
			SUBTOTAL	$30,603.68
			FREIGHT AMOUNT	$343.04
			SALES TAX	$0.00
			QUOTE TOTAL (USD)	$30,946.72

Quote Notes:
- Per CMAS Contract #4-10-71-0111A
- NO freight on table related items
- THANK YOU FOR CHOOSING MITY-LITE

Mity-Lite, Inc. 1301 West 400 North, Orem, UT 84057 USA Phone 801-224-0589 Fax 801-224-6191

Signature _____ Date _____

DALLAS MIDWEST
Furniture for Work, Learning and Worship.

Quote # QD093457 (v4)

Dallas Midwest, LLC
4100 Alpha Rd Ste 111 Dallas, TX 75244
Phone (888) 933-2731 x2209 Fax (800) 301-8314

Ship-To Address *eloiseb@ci.irwindale.ca.us*

ELOISE BELTRAN
CITY OF IRWINDALE SENIOR CENTER
5050 N IRWINDALE AVE
IRWINDALE, CA 91706
(626) 430-2286

Source: 99
Cat: 11
Cust#: AR0934

Bill-To Address *eloiseb@ci.irwindale.ca.us*

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
C67814	220	Armless Fabric Stack Chair	Color Not Specified	4-6 Wks	$84.95	$69.69	$15,331.80
D41538	12	Folding Table Fixed Leg 30x72	English Oak Laminate/Black Edge and Frame	1-2 Wks	$209.00	$141.45	$1,697.40
D41539	16	Folding Table Fixed Leg 30x96	English Oak Laminate/Black Edge and Frame	1-2 Wks	$215.00	$149.50	$2,392.00
T10071	21	Folding Table 72"R	Walnut Top/Black Frame & T-Mold	Ships Today	$509.00	$377.20	$7,921.20
V20934	1	Multi Purpose Hand Truck 22"W	Gray	1-2 Wks	$179.00	$151.50	$151.50

Important Information:

DELIVERY LEVEL - TAILGATE DELIVERY, YOU WILL NEED PERSONNEL OR EQUIPMENT TO LOWER THE ITEMS FROM THE TRUCK AND BRING THEM INSIDE. PLEASE CONTACT US IF INSIDE DELIVERY IS REQUIRED

LOWEST PRICE GUARANTEED! We're committed to offering you the best possible price. If you find a lower price elsewhere, we'll not only match that price but give you a $100 coupon toward your next order of $500 or more. Visit our website http://www.dallasmidwest.com or call (800) 527-2417 for details.

Pricing is based on items and quantities quoted. Any changes will affect quoted price.

Price reflects quoted discount, valid for 90 days from 11/22/2016.

Own this furniture for approximately $1,096.49 per month for 36 months. Call or email me for

Merchandise	$35,505.00
Total Discount	8,011.10
Merchandise Subtotal	27,493.90
Shipping & Handling	4,196.51
Subtotal	**31,690.41**
Total Tax	2,474.45
Order Total	**$34,164.86**

Customer PO#: **Quoted By:** SAM COOK **Ext:** 2209 **On:** 11/22/16

Quotations & Drawings property of Dallas Midwest. Copyright 2016.

DALLAS MIDWEST
Furniture for Work, Learning and Worship.

Quote # QD093457 (v4)

Dallas Midwest, LLC
4100 Alpha Rd Ste 111 Dallas, TX 75244
Phone (888) 933-2731 x2209 Fax (800) 301-8314

Ship-To Address *eloiseb@ci.irwindale.ca.us*

ELOISE BELTRAN
CITY OF IRWINDALE SENIOR CENTER
5050 N IRWINDALE AVE
IRWINDALE, CA 91706
(626) 430-2286

Source: 99
Cat: 11
Cust#: AR0934

Bill-To Address *eloiseb@ci.irwindale.ca.us*

SAME

details.

Merchandise	$35,505.00
Total Discount	8,011.10
Merchandise Subtotal	27,493.90
Shipping & Handling	4,196.51
Subtotal	**31,690.41**
Total Tax	2,474.45
Order Total	**$34,164.86**

Customer PO#: | **Quoted By:** SAM COOK **Ext:** 2209 **On:** 11/22/16 | Page 2

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COUNCIL AGENDA
ITEM E

DEC 14 2016

AGENDA REPORT

Date: December 14, 2016

To: Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: Appropriation of Funds, Waive Formal Bidding Procedures and Approve Issuance of Purchase Orders to AT&T for Services Provided to the Irwindale Police Department

City Manager's Recommendation:

That the City Council approve Resolution number 2016-77-2891 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING $27,300, WAIVING FORMAL BIDDING REQUIREMENTS AND APPROVING THE ISSUANCE OF A PURCHASE ORDER TO AT&T FOR SERVICES PROVIDED TO THE IRWINDALE POLICE DEPARTMENT", waiving further reading;

Analysis:

The City of Irwindale Police Department has utilized AT&T for several years, to provide officers in the field with connectivity to the police department network, which is vital to ensuring that they are able to perform their job in an efficient manner. AT&T notified staff that the current wireless connectivity equipment utilized by the City is obsolete and needs to be decommissioned, and in June 2015, staff evaluated the existing needs of the police department along with the anticipated growth. It has been determined that AT&T's Virtual Private Network ("AVPN") will allow the police vehicles in the field to connect to the network at the police station via a secure connection and at a faster connection speed. Additionally, the AVPN connection provides the City with "prioritized service", thereby allowing the police department mobile units the ability to communicate with the police station during emergencies and / or disasters. The new equipment meets the security policy established by the Department of Justice, to ensure that the information accessed is protected in order to obtain criminal information records.

AT&T was awarded a contract with the State of California in 2013, which allows public agencies to receive the agreed upon state contract pricing. The attached quote from AT&T has been provided pursuant to State of California contract awarded under CALNET 3 Statewide Contract A (SWC-A), C3-A-12-10-TS-01 and CALNET 3 Statewide Contract B (SWC-B), C3-B-12-10-TS-01. The monthly recurring charges for service, taxes, licenses and fees are estimated to total

$2,270.55 or an annual fee of $27,246.60. The one-time installation fee of $2,495 has been waived by AT&T. Per Section 3.44.080(e) IMC, staff is requesting Council to waive the formal bidding requirements and award a purchase order to AT&T, as the pricing obtained through the state cooperative purchasing provides the advantage of large-scale buying. Cooperative purchasing is a powerful and proven tool to save taxpayer money by creating access to the best value possible and reducing administrative overhead. Using this approach for purchasing also saves time and money that would normally be associated with RFP development, advertising, evaluating proposals, and contract management.

Funds for this service were not anticipated at the time the budget was prepared, therefore it is necessary to appropriate funds from the General Reserve Fund. This will be an ongoing expense that will be included in future budget requests submitted to the council for consideration during the budget process.

Fiscal Impact: _____ (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Prepared By/Contact Person: Theresa Olivares, Housing Coordinator

Phone: (626) *430-2294*

John Davidson, City Manager

Attachments:

1. Resolution number 2016-77-2891 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING $27,300, WAIVING FORMAL BIDDING REQUIREMENTS AND APPROVING THE ISSUANCE OF A PURCHASE ORDER TO AT&T FOR SERVICES PROVIDED TO THE IRWINDALE POLICE DEPARTMENT
2. AT&T Quote

RESOLUTION NO. 2016-77-2891

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING $27,300, WAIVING FORMAL BIDDING REQUIREMENTS AND APPROVING THE ISSUANCE OF A PURCHASE ORDER TO AT&T FOR SERVICES PROVIDED TO THE IRWINDALE POLICE DEPARTMENT

WHEREAS, the City currently has utilized AT&T for several years, to provide officers in the field with connectivity to the police department network; and

WHEREAS, the service provided by AT&T is critical to the police department to provide internal and external customer service and to conduct critical operations in the field; and

WHEREAS, Section 3.44.080(E) of the Irwindale Municipal Code provides for the waiving of the formal bid procedure "when through cooperative purchasing with the state, the county, and other public agencies, the advantages of large-scale buying may be obtained"; and

WHEREAS, AT&T has provided a quote for the services under CALNET 3 Statewide Contract A (SWC-A), C3-A-12-10-TS-01 and CALNET 3 Statewide Contract B (SWC-B), C3-B-12-10-TS-01; and

WHEREAS, the City Council wishes to approve an appropriation from the City's General Reserve Fund in the amount of $27,300.

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

1. That the City Council appropriates $27,300 from the General Reserve Fund for the services provided by AT&T to the Irwindale Police Department.

2. That the Council approves the issuance of a purchase order to AT&T in the amount of $27,300 through the under CALNET 3 Statewide Contract A (SWC-A), C3-A-12-10-TS-01 and CALNET 3 Statewide Contract B (SWC-B), C3-B-12-10-TS-01 and waiver of the formal bid process pursuant to IMC Section 3.44.080, Subsection E.

3. This resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 14th day of December 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. 2016-77-2891 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 14th day of December 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Deputy City Clerk

AT&T
BUDGETARY QUOTE

at&t

MONTHLY RECURRING & NON-RECURRING CHARGES

Company:	City of Irwindale	**Quote Number:**	
Contact:	Jeff Wagner	**Quote Date:**	10/26/16
Phone:	626 430-2258	**Expiration Date:**	11/25/16
Address:	5050 Irwindale Ave	**Account Executive:**	Walter Sprouls
City/State/Zip:	Irwindale, CA 91706	**Term:**	MTM
		Date Printed:	10/26/2016

QTY	Description	Monthly Recurring Charges	One Time Charges
1	**10Mbps AVPN Circuit**	**$1,510.55**	
1	**CCS 10Mbps AVPN mobility Circuit** *Upgrade APN ci.irwindale.ca.us*	**$610.00**	**$2,495.00**
	Installation fees		**Waived**
	Total Monthly Recurring Charges	**$2,120.55**	**$2,495.00**

Important Options and Information

Calnet 3 Terms and Conditions	AT&T Managed Router
Priority Repair	Security Services
First Month Bill is Pro-Rated	Taxes and fees are additional

Solution Design Details

Prepared By:	
Holly Baldwin	AT&T Technical Sales Consultant
P: 888 815-6496	hb1669@att.com

COUNCIL AGENDA
ITEM IF

DEC 14 2016

AGENDA REPORT

Date: *December 14, 2016*

To: *Mayor and Council Members*

From: *John Davidson, City Manager*

Issue: *Issue Request for Proposals (RFP) for Fireworks Program*

City Manager's Recommendation:

Adopt **Resolution No. 2016-76-2890 entitled:" A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR FIREWORKS PROGRAM ON THE 4TH OF JULY 2017,"** waiving further reading;

Analysis:

In April 2012 the City of Irwindale issued a Request for Proposals for a fireworks program for the July 4th Celebration. One contractor responded to the request and was awarded the contract that extended for a three-year period that ended in on July 4, 2015.

The City of Irwindale takes pride in providing quality programs to residents and non-resident who choose to enjoy their 4th of July Celebration with us here at the City of Irwindale park plaza located at 16053 Calle de Paseo. This program has always been successful and attracts approximately 1500 guest who enjoy a day of food, swimming, entertainment, music and then ending with a spectacular fireworks show!

In accordance with the city's purchasing policy and Irwindale Municipal Code 3.44.090, staff is requesting the authorization to solicit formal bids by way of Request for Proposals for a fireworks show and will return to the City Council with recommendations on the selection for a fireworks provider. The RFP is designed to allow the council discretion to select a provider to service the City.

Fiscal Impact:

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

Fiscal Impact: _____ (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Prepared By/Contact Person: Dan Grijalva, Recreation Manager

_____
John Davidson, City Manager

RESOLUTION NO. 2016-76-2890

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR FIRWORKS PROGRAM ON THE 4TH OF JULY 2017

WHEREAS, the Irwindale City Council has made it their utmost priority and commitment to provide the residents of the City of Irwindale and surrounding communities with quality special events that will be embraced and utilized on an annual basis; and

WHEREAS, the Recreation Department is responsible for providing a safe fireworks program on an annual basis and in compliance with Los Angeles County and state laws; and

WHEREAS, the one company who responded to the request and was awarded the contract that extended for a three-year period that has ended on July 4, 2015; and

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

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

1. That it would be in the best interest to the City to issue a Request for Proposals for a fireworks program pursuant to Irwindale Municipal Code subsection 3.44.090. As such of Request for Proposals for the City fireworks program.

2. This resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 14th day of December.

_____
Mark A. Breceda, Mayor

ATTEST:

_____
Laura Nieto, CMC

Deputy City Clerk

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

I, Laura Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-76-2890 was adopted at a regular meeting of the City Council held on December 14, 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto, CMC

REQUEST FOR PROPOSALS

RFQ 2017-REC1

Fireworks Display for the City of Irwindale

Date Issued: January 9, 2017

Mandatory Site Walk: Wed., January 18, 2017 @ 8:00 am (PST)

Proposal Due Date: February 1, 2017 @ 2 pm (PST)

CITY OF IRWINDALE, CALIFORNIA

REQUEST FOR PROPOSALS NO. 2017-REC1

Notice is hereby given that the City of Irwindale ("City") through its Purchasing Department is seeking Requests for Formal Proposals (RFP) from qualified firms to submit proposals to provide:

FIREWORKS DISPLAY

The RFP sets forth relevant information regarding the detailed and specific information about the scope of services, submission requirements and selection procedures. The RFP will be available for pick up at the City Clerk's Office, 5050 N. Irwindale Avenue, Irwindale, CA 91706 beginning at 8:00 a.m. (PST) on Monday, January 9, 2017 or it may be downloaded from the City's Website at http://www.irwindaleca.gov.

A mandatory pre-proposal meeting is scheduled for Wednesday, January 18, 2017 at 8am. All questions relating to the RFP are due Monday, January 23, 2017 by 5:00 p.m. (PST), via e-mail to Dgrijalva@irwindaleca.gov. Phone calls will not be accepted. The Recreation Department expects to respond to all questions by 5:00 p.m. (PST) on Wednesday, January 25, 2017. The Recreation Department will post a copy of all questions received and their answers on the City of Irwindale Website at http://www.irwindaleca.gov

The RFP is due on Wednesday, February 1, 2017 and must be received at the City Clerk's Office by 2:00 p.m. (PST). No electronic submissions or facsimile transmissions will be accepted. Qualifications must be submitted in sealed envelopes or boxes. Respondents are advised to carefully review submission instructions contained in the RFP.

The City reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the City as non-responsive or irregular. The City reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the City or has failed to perform faithfully any previous contract with the City or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

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FIREWORKS DISPLAY

City of Irwindale RFP No. 2017-REC1

I. INTRODUCTION

The City of Irwindale ("City") is a community with a resident population of about 1,600. The City is seeking proposals from qualified firms, hereinafter referred to as "the Proposer," to provide all materials and services necessary to produce a safe custom aerial fireworks display annually for three (3) years beginning on July 4, 2017 ("Project") at approximately 9 p.m. (local) ("Performance Date"), at 5100 Allen Drive, Irwindale, CA ("Site"). The City is seeking to enter into a three (3) year contract with options to renew for (2) additional (1) year periods at City's discretion, in accordance with the terms, conditions, and specifications contained in this Request for Proposals ("RFP") No. 2017-REC1. Renewal notice will be provided in advance in accord with the terms of the contract.

The City's budget for the annual July 4th aerial fireworks show is $25,000 per year. The City will not consider proposals that exceed this amount. The City will select the Proposer offering the maximum value for the budgeted price. The City will consider the variety of color, mortar size, number of shells, and overall effect of the proposed fireworks show.

II. TIMELINE

Selection Schedule: The RFP tentative schedule is as follows:

Issue RFP	1/9/17
Mandatory Pre-Proposal Meeting	1/18/17 @ 8am (PST)
Deadline to submit questions	1/23/17 @ 5pm (PST)
RFP responses due	2/1/17 @ 2pm (PST)
Review Committee Interviews/Selection	Week of 2/6/17
City Council Consideration (Review Committee Recommendations)	2/22/17

The City may postpone scheduled due dates in its sole discretion. The City will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

III. INSTRUCTIONS TO PROPOSERS

A. Any individual/firm that would like to submit a proposal shall follow the instructions outlined in this RFP. The City shall competitively solicit RFPs and award the contract to the Proposer that provides the best overall value, considering price and quantity and quality of the overall proposed fireworks show as described in this RFP..

has been executed by both the City (with Council approval, if applicable) and the successful Proposer.

B. A fully responsive proposal is due to the City of Irwindale City Clerk's Department not later than Wednesday, February 1, 2017 by 2:00 p.m. (PST) ("Deadline").

C. Proposers shall submit three (3) originals and one (1) electronic pdf file of the proposal in a sealed package. Proposals may be mailed or hand delivered. No e-mailed or faxed copies will be accepted. The package shall be clearly marked on the outside as follows:

City of Irwindale
Attn: City Clerk
5050 N Irwindale Avenue
Irwindale, CA 91706

RFP No. 2017-REC1
Project: Fireworks Display

Late submittals, additions, or changes will not be accepted and will be returned to the Proposer unopened.

Due to the irregularity of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the City Clerk before the Deadline. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the Deadline. Proposals, once opened, become property of the City and will not be returned.

D. The City will not respond to oral inquiries. Proposers should e-mail any inquiries for interpretation of this RFP to Dan Grijalva, Recreation Manager at Dgrijalva@irwindaleca.gov. Please mark the correspondence "RFP No. 2017-REC1 QUESTION".

The City will respond to written inquiries received at least 7 working days prior to the Deadline. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the City will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Purchasing Officer. Although the City will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

E. Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

IV. SCOPE OF WORK

A. **Fireworks Display:**
Proposer shall design and furnish a custom aerial fireworks display consisting of a grand opening, aerial display and grand finale ("Show"). The Show to be provided by the Proposer shall include all labor, equipment, materials, and other miscellaneous items necessary to provide a first-class aerial fireworks display of at least 15 to 20 minutes in duration without breaks, and includes transportation, set-up, firing, and clean-up of the area. The Show will take place at approximately 9 p.m. (PST) at 5100 Allen Drive, Irwindale, CA 91706.

Proposer agrees that all services to be performed must be in compliance with all applicable laws and regulations, including without limitations, using one licensed pyrotechnic operator in connections with the handling or display of fireworks, combing the grounds for any live materials around the site immediately preceding the fireworks display, providing sufficient personnel at fireworks discharge site in order to ensure a safe public display, and obtaining all necessary licenses and permits.

B. **Firing Area:**
The City has identified the Site to be used to launch the fireworks show as 5100 Allen Drive, Irwindale, CA 91706. A picture of the Site is attached (**Exhibit 1**). Site is subject to change, based on availability.

C. **Personnel:**

a. **Pyrotechnics Crew:** Proposer shall furnish an appropriate number of operating personnel, which shall include a minimum of a supervisor and sufficient qualified additional personnel as required to competently provide the Show required herein.

   Cellular phone contact shall be maintained between the pyrotechnical staff and the City at all times during setup, discharge of pyrotechnics display, and cleanup. The Proposer shall be responsible for supplying cellular telephones to its personnel.

   Proposer must provide all safety equipment for themselves and their crew. (Ear plugs, hard hats, eye protection, gloves, long sleeve protective clothing, etc.)

b. **Supervisor:** The supervisor shall be available for pre-show logistics and safety meetings with representatives of the Los Angeles County Fire Department, City's police personnel and City event staff, as necessary prior to the date of the show.

c. **Representation:** A representative of the company that has the authority to bind and make decisions for the company shall be present and available to City representatives on the Performance Date.

D. **Set-up and Clean-Up:**
Proposer shall be responsible for all set-up, breakdown and clean up of the areas used by the Proposer. The timing of the delivery of the fireworks to the Site shall be coordinated with City representatives to ensure maximum public safety.

The Proposer shall also be responsible for the removal and disposal of all spent casings and debris created by the display. The firing location must be restored to its original condition after the Show. Proposer shall conduct a search of the fallout area and remove any shell debris.

Proposer shall remove all dud material. The Proposer shall search the fallout area for duds immediately after the Show using adequate lighting to ensure that the material is readily visible. All dud material must be disposed of in a safe manner, taking care to ensure against explosions or other similar safety considerations.

E. **Inspections:**
Proposer shall be prepared for inspection on the Performance Date at a time agreed upon between Proposer and Fire Chief or designee to inspect and count the shells. Proposer shall provide total access to Fire Marshall at all times on the Performance Date.

Proposer shall email to designated City staff by June 19, 2017, a detailed, itemized, inventory shipping list of all shells for the Show. The fireworks material list will be compared to actual inventory on site and shells originally bid. Failure to deliver and ignite and launch all shells will result in a prorated amount being paid to the Proposer. Designated City staff shall verify the shell count after the Show, insuring all shells were discharged during the Show.

F. **Safety Zone:**
The City understands that NFPA Code 1123, Los Angeles County Fire Department, and any other government agencies require a fall out zone and City understands from past approvals that the firing area conforms to this requirement. Proposer will adjust the fireworks display for the event as necessary in order to comply with the NFPA standards.

G. **Cancellation or Postponement of Events:**
City has the right to cancel or postpone the Show at any time for any one of the following reasons: (a) inclement weather; (b) winds exceeding 20 miles per hour; (c) governmental prohibition of fireworks displays due to inadequate rain, excessive dryness or other causes or (d) availability of site. If City cancels the Show, City will pay the agreed upon cancellation fee.

V. SUBMITTAL REQUIREMENTS

A. **Pre-Proposal Meeting:**
Proposers must attend a mandatory site walk to fully understand the logistics of the firing area location. The City will not accept any proposal from Proposers that do not attend the mandatory site walk. A site walk has been scheduled for Wednesday, January 18, 2017 at 8am (PST) at 5100 Allen Drive, Irwindale, CA 91706. Please call Dan Grijalva, Recreation Manager at (626) 430-2225 two working days in advance to confirm attendance.

B. **Fireworks Display Description:**
Proposer shall describe in its proposal the offered Show (grand opening, main program, and grand finale).

C. **Shell Count:**
Proposer shall include in its proposal a complete list describing all of the shell types offered and include quantity, item/description, and size of shell or effect. Proposer shall offer a variety of shell types. Shells must have different functions, patterns of break, colors and sizes. 50% of the shells offered for the show shall have a mortar size of 4" or less. No shells over 6" or less than 2.5" shall be included in the proposal

All firework shells and boxes shall be clearly marked for identification, including size and what shells contain multiple projections so that inventory can be confirmed prior to set up. All types of firework shells used shall bear the California State Fire Marshall seal as required by State Law.

D. **Delay:**
Proposer shall describe the timing of the fireworks display and what constitutes dead time or a delay in firing and what adjustments to the contract price shall be made for significant delay to the Show start or excessive dead time.

E. **Firing Systems:**
The Show is to be shot manually and the proposal shall describe the firing system and equipment.

F. **Personnel:**
Proposer shall describe in its proposal the number of personnel that will operate this Show and how they will interact with City staff and its agents. Proposer shall include in its proposal the name and license number of the supervising pyrotechnician who will be assigned to this event and/or list of pyrotechnicians available on the Performance Date. The City reserves the right to choose the pyrothechnician for this Show.

G. **Licenses and Permits:**
The Proposer shall secure any and all necessary and required permits and permissions to conduct the Show, including, by example and not limitation, all Federal (Environmental Protection, DOT, etc.), State, County and City Permits. The Proposer represents that it holds the license ("License") required by the United States Department of Treasury, Bureau of Alcohol, Tobacco and Firearms to perform the Show.

Proposer warrants and represents to City that the License shall be in full force and effect on the Performance Date and further represents that it holds and will hold on the Performance Date any other licenses required by any other governmental authority or agency to perform the Show. Proposer will provide City with copies of any license renewals and any additional permits that may be required during the term of the contract.

Proposer shall include the cost of all required permits to conduct the Show within the bid pricing. The City shall not be responsible for the cost of any permits related to the production of the Show. Fees for all permits issued by the City will be provided without cost to the Proposer.

H. **Credit Calculation:**
Proposer shall describe in its proposal how a credit to the contract price for unexploded, unused or misfired shells will be calculated.

I. **Cancellation Fee:**
Proposer shall specify in its proposal firm, fixed fees for cancellation and describe how such fees are calculated.

J. **Technical Requirements:**
Proposer must demonstrate that they have been regularly engaged in the business of providing fireworks displays for a minimum of five (5) years and must demonstrate that they, or the principals assigned to this Show, have successfully completed services similar to those specified in this RFP.

K. **References:**
Proposer must provide five (5) references of current projects with names and telephone numbers of contact persons, including at least one customer similar in size and complexity to the City.

L. **Insurance and Licenses:**
The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the City, and (b) any required licenses. Name the City as additional insured and provide 30 day notice of cancellation.

1.**Comprehensive General Liability Insurance** - Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

2.**Workers' Compensation Insurance** – Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

3.**Comprehensive Automobile Liability Insurance** - Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

4.**Professional Liability** - Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

M. **Compliance With Law and Other Requirements:**
Proposer will comply with all governmental and third party requirements and standards now in effect or enacted during the term of the contract award and applicable to Proposer, its employees, agents, and subcontractors, with respect to the Project, including the standards of the National Fire Protection Association ("NFPA"). The Proposer is assumed to be familiar with and shall comply with all applicable Federal, State, and local laws, including, without limitation, NFPA Code 1123 and the Building Code as adopted by the City, ordinances, rules, and regulations that may in any manner affect the Show.

N. **Claim Record:**
The top ranked Proposer shall, prior to contract award, provide its insurance claims record for the last (3) three years. Information required will be name of cities where Proposer provided displays resulting in a claim; and a brief description of the claims.

VI. PROPOSAL FORMAT:

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the City herein. These forms may be duplicated, but failure to use the forms may cause your Proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or completed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. **Letter of Transmittal**
This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the City. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.

2. **Title Page**
The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.

3. **Table of Contents**

Include a clear identification of the material by section and by page number.

4. **Organization Profile and Qualifications**
This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of California and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the City's primary contact and provide the person(s') background, training, experience, qualifications and authority.
- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits this document.

5. **Experience**
The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

6. **Approach to Providing Services**
This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided.

7. **Compensation**
The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. **Additional Information**
Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

VII. PROCEDURAL INFORMATION

A. **Interviews:**
The City reserves the right to conduct personal interviews or require presentations prior to selection. The City is not responsible for any expenses which Proposers may incur in connection with a presentation to the City or related in any way to this RFP.

B. **Request for Additional Information:**
The Proposer shall furnish such additional information as the City may reasonably require. This includes information that indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a

background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

C. **Proposals Binding:**
All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following opening.

D. **Proposer's Certification Form:**
Each Proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

E. **Public Records**
Proposals are public documents and subject to public disclosure in accordance with the Public Records Law. Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

F. **Irregularities; Rejection of Proposals**
The City reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the City as non-responsive or irregular. The City reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the City or has failed to perform faithfully any previous contract with the City or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

G. **Evaluation Method and Criteria**
1. **General**
The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and Proposers. The City's decisions will be final. The City's evaluation criteria may include, but shall not be limited to, consideration of the following:

a. ability to meet set standards;
b. availability of qualified personnel;
c. compensation;
d. expertise of personnel;
e. financial resources and capabilities;
f. past contracts with other governmental jurisdictions;
g. past performance records;

c. compensation;
d. expertise of personnel;
e. financial resources and capabilities;
f. past contracts with other governmental jurisdictions;
g. past performance records;
h. qualifications of Proposer;
i. references;
j. related experience in California;
k. technical soundness of proposal; and,
l. time frames.
m. Scope of the proposed show

2. **Selection**

The City Manager may conduct the selection process, or at the option of the City Manager, it may be referred to a selection committee (the "Committee"). Either the City Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The City Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the City Council and the City Council shall make a final award. The City Manager may request an oral presentation from the Proposers. Proposers are advised that the City reserves the right to conduct negotiations with the most qualified Proposer, but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

H. Representations and Warranties

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable addenda; receipt of which is hereby acknowledged.

2. Proposer has visited the Site, if any, and is familiar with and satisfied as to the general locale and Site conditions that may affect cost, progress, and performance of goods and/or services in their proposal.

3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.

4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.

5. Proposer has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the City is acceptable to Proposer.

contingent fee, and no employee or officer of the City has any interest, financially or otherwise, in the RFP or contract.

I. **Indemnification**

Proposer 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 Proposer, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Proposer hereunder, or arising from Proposer'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 City.

J. **City Contract**

The selected Proposer is expected to execute the City's standard professional services contract, in the form approved by the City Attorney (Attachment "A").

FIREWORKS DISPLAY

City of Irwindale RFP No. 2017-REC1

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the City Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

   The correct and full legal name of the Proposer is:

   _____

   _____
   (address) (City, State) (Zip)

   _____ _____
   Telephone Number Fax Number

   E-mail: _____

   The business is a ☐ Sole Proprietorship ☐ Partnership ☐ Corporation

   The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

   _____

   _____

   _____

   _____

   _____

2. Please describe your company in detail.

_____

_____

_____

_____

_____

3. Number of employees:

4. Name of employees to be assigned to this Project:

_____

_____

_____

_____

_____

5. Company identification numbers for the Internal Revenue Service:

_____

6. Provide City of Irwindale business license number, if applicable, and expiration date:

License Number: _____ Expiration Date _____

7. How many years has your organization been in business? Does your organization have a specialty?

_____

_____

_____

8. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.

PROJECT #1

Project Description:

_____

_____

Reference Name: _____ Telephone: _____

Cost: _____

PROJECT #2

Project Description:

_____

_____

Reference Name: _____ Telephone: _____

Cost: _____

PROJECT #3

Project Description:

_____

_____

Reference Name: _____ Telephone: _____

Cost: _____

9. Have you ever failed to complete any work awarded to you? If so, where and why?

_____

_____

10. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

11. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the City Manager, whose approval shall not be unreasonably withheld.

FIREWORKS DISPLAY

City of Irwindale RFP No. 2017-REC1

RFP FORM B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the City Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The Proposer guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact _____

   Title of Contact _____

   Telephone Number _____ Fax Number _____

2. Name of Contact _____

   Title of Contact _____

   Telephone Number _____ Fax Number _____

3. Name of Contact _____

   Title of Contact _____

   Telephone Number _____ Fax Number _____

4. Name of Contact _____

   Title of Contact _____

   Telephone Number _____ Fax Number _____

FIREWORKS DISPLAY

City of Irwindale RFP No. 2017-REC1

RFP FORM C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the City Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Project Cost

DELIVERABLES	ANNUAL FEE MANUAL SHOW
2017 Show	$ _____
2018 Show	$ _____
2019 Show	$ _____
2020 Show	$ _____
2021 Show	$ _____
Five Year Total	$ _____

Please ensure your Proposal include the cost of all necessary expenditures to provide fireworks display.

By: _____ Date: _____

Name: _____

Title: _____

FIREWORKS DISPLAY

City of Irwindale RFP No. 2017-REC1

RFP FORM D

Proposer: _____

BIDDER'S CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the City of Irwindale, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the City's standard professional services contract, in the form approved by the City Attorney.

_____
Name of Business

By: _____
Signature

_____
Print Name and Title

_____
Mailing Address

_____
City State, Zip

CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR

_____

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____, 2017, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and _____ (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a 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. Consultant 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 the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ Dollars ($_____) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

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

any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. _____ is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. John Davidson, City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant 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 City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office

form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and

volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City , either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and

expenses, including legal counsel's fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to

Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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

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

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

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant 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, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant 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, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 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 and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave., Irwindale CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 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.

8.5 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting 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.

8.7 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 any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 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.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 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. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

_____

Mark A Breceda, Mayor

ATTEST:

_____

Laura Nieto, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

Fred Galante, City Attorney

CONSULTANT:

_____

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____
_____
_____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'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 CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following services:

A.

B.

C.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A.

B.

C.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

A.

B.

C.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A.

B.

C.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

5.1 (a) Comprehensive General Liability Insurance.

Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services as set forth in the scope of services for an amount not to exceed the contract sum of $25,000.00 per year:

				BUDGET
A.	**2017**	**Fireworks**	**Display**	**$25,000.00**
B.	**2018**	**Fireworks**	**Display**	**$25,000.00**
C.	**2019**	**Fireworks**	**Display**	**$25,000.00**
D.	**Optional 2020**	**Fireworks**	**Display**	**$25,000.00**
E.	**Optional 2021**	**Fireworks**	**Display**	**$25,000.00**

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $ 25,000.00 as provided in Section 2.1 of this Agreement.

V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all services timely in accordance with the follow schedule:**

   A. **2017 Fireworks Display - July 4, 2017 at 9:00 pm**

   B. **2018 Fireworks Display - July 4, 2018 at 9:00 pm**

   C. **2019 Fireworks Display - July 4, 2019 at 9:00 pm**

II. **The Officer may extend services in accordance with Section 3.2.**

   D. **Optional 2020 Fireworks Display - July 4, 2020 at 9:00 pm**

   E. **Optional 2021 Fireworks Display - July 4, 2021 at 9:00 pm**

Exhibit 1

COUNCIL AGENDA
ITEM 19

DEC 14 2016

AGENDA REPORT

Date: December 14, 2016

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: **AWARD OF A TWO YEAR CONTRACT WITH F.M. THOMAS AIR CONDITIONING, INC. IN THE AMOUNT OF $20,544.00 TO PROVIDE HVAC PREVENTIVE MAINTENANCE FOR CITY-OWNED BUILDINGS**

City Manager's Recommendation:

That the City Council authorize the City Manager to enter into an agreement with F.M. Thomas Air Conditioning, Inc. in the amount of $20,544.00 to provide HVAC preventive maintenance services for City-owned buildings for a twenty-four (24) month period, with an option for two consecutive twelve (12) month extensions.

Analysis:

1. On November 11, 2015, City Council approved the extension of the current HVAC maintenance contract for a twelve (12) month period, which expired on December 1, 2016.

2. This HVAC preventive maintenance program includes thermostat calibration, units leak checks, oiling of compressor motors, intake filter cleaning, replacement of air filters, check blower fans, check bearing wears, drain and clean cooling towers in the City Hall, Police Department, Library, Recreation Center, Post Office, Senior Center and City Annex and Chamber of Commerce building and the City-owned property located at 5463 2nd Street. The bid award is based on the ability to maintain and service the existing air conditioning units at each specified facility in accordance with specifications included in the bid package.

3. This project was advertised on October 28th and November 4th, 2016 in the San Gabriel Tribune. The project was also listed in three trade publications.

4. The City received the following bids at the bid opening on November 22, 2016:

Contractor	Cost per Year	2 Yr. Term
F.M. Thomas Air Conditioning, Inc.	$10,272.00	$ 20,544.00

ACCO Engineered Systems	$19,824.00	$39,648.00
Honeywell Building Solutions	$28,440.00	$56,880.00

5. As a result, F.M. Thomas Air Conditioning, Inc. is the lowest responsible bidder. Staff has verified all pertinent documentation, including their contractor's license and references and found them to be in order. The duration of the new contract will be for the next twenty-four (24) months beginning January 1, 2017 and ending December 31, 2018.

6. Sufficient funds have been budgeted for FY2016/2017 for the HVAC maintenance services under Public Works Contracts – Account #01-52-521-42250-0000. This budget will cover the contract agreement through June 30, 2017. Funds will be budgeted for FY 2017-18 to cover the remainder of this contract.

7. The City Attorney has reviewed and approved the contract agreement.

Fiscal Impact: _____ (Initial of CFO) See Note 6.

Legal Impact: _____ (Initial of Legal Counsel) See Note 7.

Report Prepared By: Edgar Rojas, Engineering and Mining Manager (626) 430-2210.
Reviewed By: William K. Tam, Public Works Director/City Engineer - (626) 430-2212

John Davidson, City Manager

AGREEMENT

THIS AGREEMENT made and entered into at Irwindale, California, by and between the City of Irwindale, (hereinafter "City"), and F.M. Thomas Air Conditioning, Inc., 231 Gemini Avenue, Brea, California 92821 (hereinafter "Contractor").

WITNESSETH:

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

ARTICLE I

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

ARTICLE II

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

HVAC PREVENTIVE MAINTENANCE SERVICES FOR CITY OWNED BUILDINGS FOR A TWENTY-FOUR (24) MONTH PERIOD (P-936)

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

ARTICLE III

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

ARTICLE IV

The City hereby promises and agrees with said Contractor to employ, and does hereby employ said Contractor, to provide the material and to do the work according to the terms and conditions contained and referred to

in said Contract Documents for the bid prices filled in on the Bid Sheet, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in said Contract Documents, and that the obligations and benefits set forth in said Contract shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

ARTICLE V

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

IN WITNESS WHEREOF, City and Contractor have caused this Contract to be executed this 14th day of December, 2016 by their respective officers or agents herein duly authorized.

City:

CITY OF IRWINDALE, a California municipal Corporation

By: _____
John Davidson, City Manager

ATTEST:

By: _____
Laura M. Nieto, Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE AND WYNDER, LLP

By: _____
Fred Galante, City Attorney

Contractor:

F.M. Thomas Air Conditioning, Inc.

By: Thomas Feyka, President

_____

By: _____

_____

PROPOSAL

TO THE HONORABLE MAYOR AND MEMBERS
OF THE IRWINDALE CITY COUNCIL

Gentlemen:

The undersigned hereby proposes to perform all work for which a contract may be awarded him/her and to furnish any and all labor, material, equipment, transportation and other facilities required for the **"HVAC PREVENTATIVE MAINTENANCE SERVICES AND REPAIR FOR CITY OWNED BUILDINGS"** in the City of Irwindale, California, together with appurtenances thereto, all as set forth in the Plans, specifications and in the other contract documents, and he/she further proposes and agrees that, if his/her bid is accepted, he/she will contract in the form and manner stipulated to perform all the work called for by the drawings, specifications, and other contract documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he/she will accept as full payment therefore the unit prices named in the bid schedules forming a part thereof. *Cashier's check properly made payable to the City of Irwindale or a bid bond in favor of the City of Irwindale for: Ten thousand Two hundred seventy-Two dollars ($ 10,272.00), which amount is not less than ten percent (10%) of the total amount of his/her proposal, is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract, and, in case of failure to do so within the time provided, proceeds of said amount shall be forfeited to the City of Irwindale; surety's liability for forfeiture to the City of Irwindale of the face amount of the bond shall be considered established.

It is understood and agreed that:

1. The undersigned has carefully examined all the contract documents which will form a part of the Contract; namely Proposal, including Licensed Contractor's Declaration; Prior Work References; Bid Sheet/Non-Collusion Affidavit; the Bid Security Forms for Check or Bid Bond; Agreement; Specifications; Drawings and all revisions of addenda setting forth any modifications or interpretations of any of said documents.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself/herself as to the nature and location of the work and fully informed himself/herself as to all conditions and matters which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid, and he/she further understands that the City of Irwindale will in no way be responsible for any errors or omissions in the preparation of this bid.

4. The undersigned will execute the Agreement and furnish the required bonds and certificates of insurance within ten (10) working days after notice to him/her of acceptance of his/her bid by the City.

5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm, or corporation refrain from bidding; the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he/she put in a bid. The awards for such work is to be entirely at the discretion of the City after evaluation of the bids which have been submitted.

   If the undersigned fails or refuses to execute the contract, the City may award it to the next lowest responsible bidder. If the City does so, then the amount of the lowest bidder's security shall be applied by the City to the difference between the lowest bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

7. The undersigned agrees that the quantities given in bid schedule for which unit prices are bid and in other contract documents are approximate only, being given as a basis for the comparison of bids, and the contract agency does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of each or to omit portions of such work, as may be deemed necessary or expedient by the contracting City.

NOTE: All amounts and totals given in the bid schedule will be subject to verification by the City Engineer or his/her designee. In case of variation between the unit price and totals shown by the bidder, the unit price will be considered to be the bid. In case of variation between the written words of the unit price and the written figures of the unit price, then the unit price written in words shall prevail.

INCORPORATION STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of contractors.

License Number 313574

Expiration Date 2/28/17

Name of Contractor F. M. Thomas Air Conditioning, Inc

Business Address 231 Gemini Ave, Brea, CA 92821

Telephone Number 714-738-1062

Signature of Contractor [signature]

Print Name/Title of Contractor Thomas Feyka / President

Check One:

Individual Firm Corporation

If a Corporation, Corporation organized under the laws of the State of California.

Complete this section if a Corporation:

President [signature]

Secretary [signature]

Treasurer [signature]

Person who inspected site of the proposed work for your firm:

Name: Michael Feyka Date of Inspection: 11/8/16

NOTE: If requested by the City, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.

LIST OF SUBCONTRACTORS

(To Accompany Proposal)

Subcontractors who will perform work in excess of one-half of one percent (1/2 of 1%) of the total bid price.

NAME	ADDRESS	WORK TO BE PERFORMED	PERCENT OF CONTRACT

Not Applicable

LICENSED CONTRACTOR'S DECLARATION

(To Accompany Proposal)

The undersigned, Thomas Feyka,
(Name of Licensed Contractor)
declares as follows:

1. This Declaration is hereby incorporated in and made a part of the bid **"HVAC PREVENTATIVE MAINTENANCE SERVICES AND REPAIR FOR CITY OWNED BUILDINGS"** submitted to the City of Irwindale by the undersigned (herein "Bid").

2. The contractor's state license number and classification of the undersigned are as follows:

313574 B, C-4, C-20, C-38.

3. The contractor's state license of the undersigned expires on

2/28/19.

4. All representations made in the Bid are true and correct.

The undersigned declared under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 11/18/16 (Date) at Brea (City), California.

Thomas Feyka
Name of Licensed Contractor

Authorized Signature

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Orange

On 11/18/16 (Date) before me, Renee Ritchie, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Thomas Feyhoe (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

RENEE RITCHIE
Commission # 2011494
Notary Public - California
Orange County
My Comm. Expires Mar 11, 2017

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Renee Ritchie
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Item #5907

Non - collusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

TO THE CITY of IRWINDALE

DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PRIOR WORK REFERENCES
(To Accompany Proposal)

The General Contractor is required to submit with the bid proposal a list of at least three (3) previous projects completed within the previous 24 months giving name of organization for whom work was performed, address and telephone number, and the name of the individual or individuals in charge of the project for the organization.

A. General Contractor

Reference #1:

Organization Name: City of Los Angeles GSD

Address: 14832 Raymer St., Van Nuys, CA 91405

Telephone: 818-756-8641

Organization Project Manager: Pascal Cao

Reference #2

Organization Name: City of Bellflower

Address: 16600 Civic Center Dr.
Bellflower, CA 90706

Telephone: 562-804-1424 x 2253

Organization Project Manager: Jon Terkeurst

Reference #3

Organization Name: City of Downey

Address: 11111 Brookshire Ave
Downey, CA 90241

Telephone: 562-904-7196

Organization Project Manager: Bob Bryan

BID FORM

NOTE: The City reserves the right to award a contract or reject all bids and re-advertise, as it appears to be in its best interest. All quantities shown hereon are approximate and are to be used only for a comparison of bids. Payment for quantities will be made for the actual quantities used on the job. The Agency reserves the right to increase or decrease the amount of any quantity shown and delete any item from the contract.

THE UNDERSIGNED BIDDER AGREES THAT, IF AWARDED THE CONTRACT, HE WILL COMPLETE ALL WORK ACCORDING TO THESE PLANS AND SPECIFICATIONS.

Signature of Bidder _____

Print Name of Bidder Thomas Feyka

Address 231 Gemini Ave, Brea, CA 92821

_____

Phone ( ) 714-738-1062

Contractor's License Number 313574

Type B, C-4, C-20, C-38

BID SECURITY FORMS FOR CASHIER'S CHECK OR BOND TO ACCOMPANY BID

NOTE: The following form shall be used in case check accompanies bid.

Accompanying this proposal is a Cashier's check payable to the order of the City of Irwindale for:

_____ dollars ($_____),
this amount being not less than ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of said City provided this proposal shall be accepted by said City through action of its legally constituted contracting authorities, and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

_____

_____
Bidder

Not applicable

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That, we F.M. Thomas Air Conditioning, Inc., as Principal, and

International Fidelity Insurance Company, as Surety, are held and firmly bound unto the City of Irwindale, Irwindale, California, in the sum of:

Ten Percent of the Amount Bid dollars ($ 10% of the Amount Bid)

to be paid to the City of Irwindale, its successors and assigns for which payment; well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded F.M. Thomas Air Conditioning, Inc. for the construction of **"HVAC PREVENTATIVE MAINTENANCE SERVICES AND REPAIR FOR CITY OWNED BUILDINGS"** in strict accordance with the Specifications and Drawings on file at the Office of the City Clerk of the City of Irwindale is accepted by the City through action of its legally constituted contracting authorities, and if the above bounded F.M. Thomas Air Conditioning, Inc., heirs, executors, administrators, successors, and assigns shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance bond, Labor and Materials Bond, and Warranty Bond within ten (10) working days after the date of notification by and from the said City that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereto set our hands and seals this day of November 18th, 2016.

F.M. Thomas Air Conditioning, Inc.

Tom Fcyke, President

International Fidelity Insurance Company

Arturo Ayala, Attorney-in-Fact

NOTE: The standard printed bid bond form of any bonding company acceptable to the city may be used in lieu of the foregoing approved sample bond forms, provided the security stipulations protecting the City are not in any way reduced by used of the surety company's printed standard form.

A statutorily required bond (Bid Bond, Faithful Performance and Labor and Materials Bonds) must be executed two or more sufficient personal sureties, or by one sufficient "admitted surety insurer", e.g., a corporate surety. The City cannot accept a bond from an admitted surety insurer until that company has filed a copy of the appointment or other document which authorized the signature of the person who signed the bond in the County Clerk's Office; this filing can be evidenced by a certificate issued by the County Clerk. The bond must be executed in the name of the insurer under penalty of perjury, or the fact of execution of bond must be acknowledged

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

County of Orange

On November 18th, 2016 (Date) before me, Shaunna Rozelle Ostrom (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Tom Feyka (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature (Signature of Notary Public) Shaunna Rozelle Ostrom

SHAUNNA ROZELLE OSTROM
COMM. #2159617
Notary Public-California
ORANGE COUNTY
My Comm. Expires Jul 11, 2020

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 11/18/2016 Number of Pages: One

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Tom Feyka
- ☐ Individual
- ☑ Corporate Officer — Title(s): President
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On November 18th, 2016 (Date) before me, Shaunna Rozelle Ostrom (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Arturo Ayala (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) Shaunna Rozelle Ostrom

SHAUNNA ROZELLE OSTROM
COMM. #2159617
Notary Public-California
ORANGE COUNTY
My Comm. Expires Jul 11, 2020

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 11/18/2016 Number of Pages: One

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Arturo Ayala
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Bond No. CSBA-3581

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ANDREW WATERBURY, SHAUNNA BURCHFIEL, MICHAEL CASTANEDA, DWIGHT REILLY, ARTURO AYALA,
DANIEL HUCKABAY

Orange, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto, and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation, and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

ALLEGHENY CASUALTY COMPANY 1936 NEW JERSEY

ROBERT W. MINSTER,
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

CATHY CRUZ NOTARY PUBLIC MY COMMISSION EXPIRES 04-16-2019 STATE OF NEW JERSEY

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of November, 2016

MARIA BRANCO, Assistant Secretary

CITY OF IRWINDALE
BID FOR: "HVAC PREVENTATIVE MAINTENANCE SERVICES AND REPAIR FOR CITY OWNED BUILDINGS"

BIDDER'S PROPOSAL

The undersigned bidder declares that they have carefully examined the General Conditions and Specifications and agrees to furnish the services so covered to the City of Irwindale. The undersigned further declares that this proposal is made according to the provisions and under the terms of the "Notice Inviting Bids" which document is made a part of this proposal.

COST FOR HVAC PREVENTIVE MAINTENANCE SERVICES
(Includes normal, consumable maintenance supplies, i.e. – lubricant, rags, solvents, cleaning solutions)

$ 856.00
(PER MONTH)

UNSCHEDULED MAINTENANCE AND REPAIRS TO HVAC SYSTEMS IN CITY OWNED BUILDINGS, INCLUDING ANY ADDENDUMS, for the hourly sum of

$ 120.00
(Regular hourly rate)

$ 180.00
(Overtime hourly rate)

MATERIALS for repairs shall be at cost plus 10% markup.

The undersigned bidder further certifies that he/she has visited the premises involved and has ascertained the extent of the services required for the complete preventive maintenance of the equipment.

DATE: 11/18/16

BY: Thomas Feyka (Print Name) _____ (Signature) President (Title)

COMPANY: F.M. Thomas Air Conditioning

ADDRESS: 231 Gemini Ave, Brea, CA

PHONE: 714-738-1062 LIC. NO. 313574

ALL BLANKS IN SPECIFICATIONS MUST BE FILLED IN OR BID WILL BE CONSIDERED UNRESPONSIVE. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. THE CONTRACT WILL BE AWARDED TO THE LOWEST RESPONSIBLE BIDDER BASED ON THE MONTHLY BID AMOUNT(x12) PLUS AN ASSUMMED 100 HOURS OF UNSCHEDULED MAINTENANCE AT THE HOURLY RATE BID. THE OVERTIME RATE SHALL BE LIMITED TO 1 ½ TIMES THE REGULAR HOURLY RATE BID.

October 16, 2016

NOTICE TO BIDDERS
HVAC PREVENTATIVE MAINTENANCE SERVICES AND REPAIR FOR CITY OWNED BUILDINGS IN THE CITY OF IRWINDALE, CALIFORNIA.....P 936

ADDENDUM NO. 1

Prospective Bidders:

The specifications for the HVAC Preventative Maintenance Services and Repair for City Owned Building in the City of Irwindale, California are hereby modified as follows:

1. GENERAL PROVISIONS, Section 7-3A3 Professional Liability (errors and omissions insurance) is not applicable to this contact.

2. Appendix section is modified to include 9 air handlers and 12 exhaust fans. The cost for their maintenance shall be included in the monthly cost.

3. No change to bid opening date.

All Other Items Remain the Same.

This addendum shall become an integral part of the said documents and should be acknowledged in the space provided and attached to the Schedule of Work Items of the project. The balance of the said Plans and Specifications shall remain unchanged.

William K. Tam, P.E.
Public Works Director/ City Engineer

BIDDER'S CERTIFICATE

I acknowledge receipt of this Addendum and accept the aforementioned condition.

11/18/16
Date

Bidder's Name

END OF ADDENDUM NO.1

COUNCIL AGENDA
ITEM 1H

DEC 14 2016

Housing Authority Agenda
Item 1B
December 14, 2016

AGENDA REPORT

Date: December 14, 2016

To: Mayor and Members of the City Council
Chairman and Housing Authority Board of Directors

From: John Davidson, City Manager/Executive Director

Issue: **AWARD OF CONTRACT FOR CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIAL TESTING FOR OFF-SITE IMPROVEMENTS OF HOUSING DEVELOPMENT PHASES I AND II AT VARIOUS LOCATIONS AND THE ALDERSON SITE DEVELOPMENT PROJECTS**

City Manager's Recommendation:

That the City Council and Housing Authority authorize the City Manager to enter into an agreement with Design Concepts Consulting, Inc. in the amount of $169,000.00 for construction management, inspection, and material testing services for off-site improvements of Housing Development Phases I and II at various locations and the Alderson Site Development Projects.

Analysis:

1. The Housing Development Project consists of the construction of a total of 26 homes to be constructed in two phases. This project includes the installation of off-site improvements consisting of street improvements, sewer, storm drain, water, gas, driveways and concrete sidewalk. The cost to provide construction management, inspection and material testing services will be $108,500.

2. The Alderson Site Development Project consists of the construction of five (5) tilt up buildings located at the southeast corner of Los Angeles Street and Alderson Street. This project requires the installation of off-site improvements consisting of street improvements, sewer, storm drain, water, gas, driveways, concrete sidewalk, street lighting upgrade and street trees. The cost to provide construction management, inspection and material testing services will be $60,500.

3. In October 2016, staff issued a Request for Proposal (RFP) to various engineering and construction management consultants soliciting proposals for professional construction support services, including inspection and material testing services for the above-mentioned projects.

4. The following is a summary of responses to the City's RFP for these professional construction support services:

Firm	Fee	Ranking
Design Concepts	$169,000.00	(1)
Coory Engineering	No Bid	N/A
Willdan Engineering.	No Bid	N/A

5. Willdan Engineering and Coory Engineering responded to the RFP indicating that their companies would not be providing a proposal for the services requested on this RFP. Design Concepts Consulting was the only consultant to submit a proposal. Based upon its relevant experience, demonstrated knowledge of the projects, the scope of work and the professional services fee schedule, staff is recommending that Design Concepts Consulting be awarded the contract for both projects.

6. The funding for off-site improvements construction management and inspection services for the Housing Development Project was budgeted in the FY 2016/17 Housing Authority Budget.

7. Funding for off-site improvements construction management and inspection and materials services for the Alderson Site Project has been deposited by the Developer.

8. The City Attorney has reviewed and approved the contract agreement.

Fiscal Impact_____**(Initial of CFO) See Notes 6 and 7.**

Legal Impact_____**(Initial of Legal Counsel) See Note 8**

Prepared By: Edgar Rojas, Engineering and Mining Manager
Phone: (626) 430-2210

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

John Davidson, City Manager

CONTRACT SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIAL TESTING FOR OFF-SITE IMPROVEMENTS OF THE HOUSING DEVELOPEMT PHASES I AND II AT VARIOUS LOCATIONS AND THE ALDERSON SITE DEVELOPMENT PROJECTS IN THE CITY OF IRWINDALE

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 14th day of December, 2016, by and between the CITY OF IRWINDALE, a public body, corporate and politic, (herein "CITY") and DESIGN CONCEPTS CONSULTING INC., 6520 N. Irwindale Avenue, Ste. 205 Irwindale, CA 91702 (herein "Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) 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 "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services set forth in the Scope of Services 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 of Irwindale and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at his 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 at a not-to-exceed total Contract Sum of One Hundred Sixty-Nine Thousand and 00/100 Dollars ($169,000.00). The Contract Sum is inclusive of all costs and expenses, unless pre-approved by the City in writing.

2.2 Method of Payment

Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid within thirty (30) days after his submittal to the City of an invoice in a form approved by the City's Finance Director, which specifically describes the services performed.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

Mr. Kayvan Hazrati, P.E. is hereby designated as being the principal and representative of Contractor authorized to act in his behalf with respect to the work and services specified herein and make all decisions in connection therewith. Therefore, the foregoing representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing representative may not be replaced nor may his responsibilities be substantially reduced by Contractor, without the express written approval of City.

3.2 Contract Officer.

The City Engineer is hereby designated as being the representative to 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 Engineer shall have the right to designate another Contract Officer by providing written notice to Contractor.

3.3 Prohibition Against Assignment.

Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void. Notwithstanding the foregoing, Contractor shall have the option to hire an assistant to perform the services under the Agreement. Contractor shall seek approval from the Contract Officer prior to any services rendered by any additional data service personnel. Approval of the Contractor Officer is required pursuant to the City's security clearance concerns.

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, his 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 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 he or any of his agents or employees are agents or employees of City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Required Insurance Policies. Without limiting Consultant's indemnification of the City and prior to commencement of work, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City,

during the entire term of this Agreement including any extension thereof, the following policies of insurance:

a. Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

b. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant will have to complete and submit a declaration of sole proprietor form to the City in lieu of proof of Workers' Compensation as it is not required for sole proprietors.

c. Professional Liability (errors and omissions insurance). Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

d. Automotive Insurance. Consultant shall maintain automobile insurance at lease as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

4.2 Insurance Deductibles and Self-insured Retentions. Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

4.3 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(a) The City, its officers, officials, employees, agents and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connections with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code δ 27882(b). General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

(b) Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(c) Each insurance policy required by this clause shall be endorsed to state that the City shall receive not less than thirty (30) days' prior written notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of any policies of insurance required hereunder.

(d) Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(e) Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(f) All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officials, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Additionally Insured. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents shall be additional insured under such policies. The provision shall also apply to any excess liability policies.

(h) Duration of Coverage. Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by Consultant, its agents, representatives, employees, subcontractors or subconsultants.

(i) City's Rights of Enforcement of Contract Provisions. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(j) City's Right to Revise Requirements. City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such changes results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's Compensation.

4.4 Insurance Rating. All insurances polices shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance in the State of California, with an assigned policyholder's Rate of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide – A.M. Best Company, unless otherwise approved by the City's Risk Manager.

4.5 Original Certificates and Amendatory Endorsements. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by the City. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

4.6 Subconsultants/Subcontractors Insurance Coverage. Consultant shall include all subconsultants/subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subconsultants shall be subject to all of the requirements stated herein.

4.7 Additional Insurance. Consultant shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized subcontractors' own actions during the performance of this Agreement.

5.0 INDEMNIFICATION AND HOLD HARMLESS

5.1 Indemnification and Hold Harmless. Consultant shall indemnify, protect, defend and hold free and harmless the City, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless City, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of Consultant, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants/contractors (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

6.0 TERM

6.1 Term. Unless earlier terminated in accordance with Section 6.2 below, this Agreement shall continue in full force and effect until the maximum contract amount is expended, or December 14, 2017. The term of this agreement can be extended for a twelve-month period with written notice issued by the City Engineer.

6.2 Termination Prior to Expiration of Term.

The City may terminate this Agreement at any time, with or without cause, upon providing Contractor twenty-four (24) hours written notice. Contractor may terminate this Agreement at any time, with or without cause, upon seven (7) days' written notice to City. Upon receipt of the notice of termination by either party, 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.

7.0 MISCELLANEOUS

7.1 Covenant Against Discrimination.

Contractor covenants, by and for himself, his 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.

7.2 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 his successor, or for breach of any obligation of the terms of this Agreement.

7.3 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 he has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

7.4 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 Public Works Director and to the attention of the Contract Officer, CITY OF IRWINDALE, 5050 Irwindale Avenue, Irwindale, CA 91706, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

[End – Signature Page Follows]

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

CITY:

CITY OF IRWINDALE
a municipal corporation

_____
John Davidson, City Manager

ATTEST:

_____
Laura M. Nieto, CMC, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

CONTRACTOR:

Design Concepts Consulting, Inc.

By:_____
Name:

Title: _____

Address: _____
_____
_____

[End of Signatures]

EXHIBIT "A"

SCOPE OF SERVICES

1. Manage the construction of Housing Phases I and II and the Alderson Site Development Projects to ensure compliance with the Plans, Specifications, and other requirements, such as but not limited to the Contracts, Traffic Control, Cal-OSHA Standards, Outside Agency Permits, Standard Plans, and other projects requirements

2. Prepare for City review and signature correspondence with: contractor, designer, and regulatory agencies.

3. Coordinate with City and contractor a Public Outreach Program whereby residents, business owners, and other parties are informed of lane closures and general progress of the project.

4. Prepare monthly costs and progress reports and contract change orders for City review and approval.

5. Review contractor's weekly payroll for compliance with prevailing wages. Review contractor's progress payment requests and recommend approval.

6. Provide a F/T Public Works Inspector for these two projects.

7. Prepare daily diaries (log), fill out Incident (accident) Reports, and take before, during and after pictures of the project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the City on the next business day for review and filing.

8. Meet with City staff prior to beginning of work to discuss background, scope objectives and other pertinent details of these projects. The consultant shall attend periodic meetings with City staff at various stages of the projects as needed.

9. Verify all the requirements in accordance with Contract Documents.

10. Compaction testing during construction.

11. Observation & testing during asphalt placement.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Design Concepts Consulting proposes to assist the City in this endeavor and to provide construction management, inspection and material testing at the hourly fee schedule listed below. Hourly rates are charged for time expended on research, meetings, telephone and email communication, only for non-regular City Hall time as well as time spent at City Hall performing the services described in Exhibit "A". No hourly fees or mileage will be charged for travel to and from City Hall.

For the services rendered pursuant to this Agreement, DESIGN CONCEPTS CONSULTING shall be compensated at a not-to-exceed total Contract Sum of One Hundred Sixty-Nine Thousand and 00/100 Dollars ($169,000.00). The Contract Sum is inclusive of all costs and expenses, unless pre-approved by the City in writing. Payments for services shall be made within thirty (30) days of receipt of Design Concepts Consulting's invoice.

AGREEMENT

Design Concepts Consulting, Inc. has reviewed City of Irwindale professional services agreement as attached to the RFP and finds the terms and conditions stipulated in there as acceptable.

FEE SCHEDULE

Housing Development Phase I

Resident Engineer – 120 Hours @ $125.00	$15,000.00
Senior Field Inspector – 400 Hours @ $95.00	$38,000.00
Geotechnical/Material Testing Services – 100 Hours @ $75.00	$7,500.00
Clerical – 40 Hours @ $50.00	$2,000.00
Subtotal – Housing Phase I	**$62,500.00**

Housing Development Phase II

Resident Engineer – 80 Hours @ $125.00	$10,000.00
Senior Field Inspector – 300 Hours @ $95.00	$28,500.00
Geotechnical/Material Testing Services – 80 Hours @ $75.00	$6,000.00
Clerical – 30 Hours @ $50.00	$1,500.00
Subtotal – Housing Phase II	**$46,000.00**

Alderson Site Development

Resident Engineer – 120 Hours @ $125.00	$15,000.00
Senior Field Inspector – 400 Hours @ $95.00	$38,000.00
Geotechnical/Material Testing Services – 100 Hours @ $75.00	$7,500.00
Subtotal – Alderson Site	**$60,500.00**

TOTAL ESTIMATED FEE	
(Total Not-To-Exceed Without Prior Approval)	**$169,000.00**

Schedule of Hourly Rates

Principal Engineer	$185
Resident Engineer	$125
Resident Public Works Inspector	$95
Office/ Clerical	$50
Geotechnical Engineer	$115
Soils Technician	$75
R-value Calculation	$300

*** All rates are negotiable based on project specifics.**

COUNCIL AGENDA
ITEM 11

DEC 14 2016

AGENDA REPORT

Date: December 14, 2016

To: Honorable Mayor and Member of the City Council

From: John Davidson, City Manager

Issue: **AWARD OF CONTRACT FOR THE INSTALLATION OF STORM DRAIN CATCH BASIN FULL CAPTURE INSERTS FOR CATCH BASINS THAT DRAIN TO THE LOS ANGELES RIVER IN THE CITY OF IRWINDALE**

City Manager's Recommendation:

That the City Council (1) approve Resolution No. 2016-83-2897 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING MONIES FROM THE GENERAL FUND BALANCE FOR THE INSTALLATION OF STORM DRAIN CATCH BASIN FULL CAPTURE INSERTS FOR CATCH BASINS THAT DRAIN TO THE LOS ANGELES RIVER IN THE CITY OF IRWINDALE;" and (2) authorize the City Manager to enter into an agreement with G2 Construction in the amount of $38,040.00 for the installation of storm drain catch basin full capture inserts for catch basins that drain to the Los Angeles River in the City of Irwindale; (3) find that the project is categorically exempt from California Environmental Quality Act (CEQA). (4) approve a 20% project contingency in the amount of $7,608.00 to cover any unforeseeable conditions that may arise during construction and (5) approve a 15% amount for construction management and inspection in the amount of $5,706.00.

Background:

The Los Angeles River Watershed Trash Total Maximum Daily Load was adopted by the Regional Board on August 9, 2007 and became effective on September 23, 2008. The TMDL implementation schedule requires the progressive reduction of the trash baseline load each year, starting from 40 percent reduction in 2008 until the numeric target of zero trash is achieved. The final compliance date of zero percent of the baseline load must be achieved by September 30, 2016.

On October 14, 2009, City Council approved the award of contract for the construction of storm drain catch basin inserts on Arrow Highway and Live Oak Avenue. While these inserts have proved to assist in the reduction of the trash baseline load, they are not full capture systems and only a limited number were

installed. The City's strategy is to retrofit, with full-capture devises, all catch basins that drain to the Los Angeles River via the Rio Hondo Tributary.

Analysis:

1. Specifications for the installation of storm drain catch basin full capture inserts were prepared based on Los Angeles County's installation of the same systems.

2. The City of Irwindale has identified seventy (70) city-owned catch basins that drain to the Los Angeles River via the Rio Hondo Tributary. As such, these catch basins vary in sizes that require both standard and custom installation of full capture Connector Pipe Screen (CPS) retrofit devices in all existing city-owned catch basins. These specific devices will prevent any trash larger than ¼ inch (5mm) from entering the storm drain system. The installation of these devices will also include cleanout and legal disposal of trash and debris and other incidental and appurtenant work necessary for the proper completion of the project.

3. A notice inviting sealed bids for the project was legally advertised on October 28th and November 4, 2016 announcing the bid opening on November 22, 2016 in the San Gabriel Tribune. The project was also listed in three trade publications.

4. On November 22, 2016, the City received two (2) bids with the following results:

Contractor	Bid Amount
1. G2 Construction, Inc.	$ 38,040.00
2. Grbcon, Inc.	$175,470.00

5. Staff reviewed the bids and found G2 Construction, Inc. to be the lowest responsible bidder for this project.

6. This project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 relating to minor alternation of existing facilities, including streets, sidewalks, gutters and similar facilities involving negligible or no expansion.

7. Funding for this project has not been budgeted in the FY 2016/2017 budget. Therefore, we request the city council approve Resolution No. 2016-83-2897 approving the appropriation of funding for the installation of storm drain catch basin full capture inserts for catch basins that drain to the Los Angeles River in the City of Irwindale.

8. The City Attorney has reviewed and approved the contract agreement.

Fiscal Impact: _____ (Initial of CFO) See Note 7.

Legal Impact: _____ (Initial of Legal Counsel) See Note 8.

Report prepared by: Elizabeth Rodriguez, Interim Management Analyst – (626) 430-2211.

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

_____

John Davidson, City Manager

RESOLUTION NO. 2016-83-2897

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING MONIES FROM THE GENERAL FUND BALANCE FOR THE INSTALLATION OF STORM DRAIN CATCH BASIN FULL CAPTURE INSERTS FOR CATCH BASINS THAT DRAIN TO THE LOS ANGELES RIVER IN THE CITY OF IRWINDALE

WHEREAS, the City Council of the City of Irwindale has determined the need for the installation of storm drain catch basin full capture inserts for catch basins that drain to the Los Angeles River via the Rio Hondo Tributary in the City of Irwindale, and

WHEREAS, the City solicited public bids for the installation of these catch basin full capture inserts; and

WHEREAS, the required funding for this project is based on the bid result of $38,040; and

WHEREAS, the required funding for a 20% contingency fund for this project is $7,608; and

WHEREAS, the required funding for a 15% construction management and inspection fund for this project is $5,706; and

WHEREAS, the total requested funding in the amount of $51,354 is required to complete this project; and

WHEREAS, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 relating to minor alternation of existing facilities, including streets, sidewalks, gutters and similar facilities involving negligible or no expansion.

NOW, THEREFORE, the City Council of the City of Irwindale, California, does hereby resolve as follows:

SECTION 1. The City Council hereby appropriates $51,354 from the General Fund Balance for the installation of storm drain catch basin full capture inserts, contingencies and construction management and inspection for catch basins that drain to the Los Angeles River.

SECTION 2. The Deputy City Clerk shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED and **ADOPTED** this 14th day of December, 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. 2016-83-2897 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of December 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Deputy City Clerk

AGREEMENT

THIS AGREEMENT made and entered into at Irwindale, California, by and between the City of Irwindale, (hereinafter "City"), and G2 Construction, Inc., 1352 E. Borchard Avenue, Santa Ana, California 92705 (hereinafter "Contractor").

WITNESSETH:

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

ARTICLE I

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

ARTICLE II

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

INSTALLATION OF STORM DRAIN CATCH BASIN FULL CAPTURE INSERTS FOR CATCH BASINS WHICH DRAIN TO THE LOS ANGELES RIVER; (P-935)

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

IN WITNESS WHEREOF, City and Contractor have caused this Contract to be executed this 14th day of December, 2016 by their respective officers or agents herein duly authorized.

City:

CITY OF IRWINDALE, a California municipal Corporation

By: _____
John Davidson, City Manager

ATTEST:

By: _____
Laura M. Nieto, Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE AND WYNDER, LLP

By: _____
City Attorney

Contractor:

G2 Construction, Inc.

By: John R. Alvarado, President

_____

By: _____

_____

PROPOSAL

TO THE HONORABLE MAYOR AND MEMBERS
OF THE IRWINDALE CITY COUNCIL

Gentlemen:

The undersigned hereby proposes to perform all work for which a contract may be awarded them and to furnish any and all labor, material, equipment, transportation and other facilities required for the **"INSTALLATION OF STORM DRAIN CATCH BASIN FULL CAPTURE INSERTS FOR CATCH BASINS WHICH DRAIN TO THE LOS ANGELES RIVER IN THE CITY OF IRWINDALE, CALIFORNIA"** in the City of Irwindale, California, together with appurtenances thereto, all as set forth in the Plans, specifications and in the other Contract documents, and they further proposes and agrees that, if their bid is accepted, they will contract in the form and manner stipulated to perform all the work called for by the Drawings, Specifications, and other contract documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that they will accept as full payment therefore the unit prices named in the bid schedules forming a part thereof. *Cashier's check properly made payable to the City of Irwindale or a bid bond in favor of the City of Irwindale for: SIX THOUSAND dollars ($ 6,000.00), which amount is not less than ten percent (10%) of the total amount of their proposal, is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract, and, in case of failure to do so within the time provided, proceeds of said amount shall be forfeited to the City of Irwindale; surety's liability for forfeiture to the City of Irwindale of the face amount of the bond shall be considered established.

It is understood and agreed that:

1. The undersigned has carefully examined all the contract documents which will form a part of the Contract; namely Proposal, including Licensed Contractor's Declaration; Prior Work References; Bid Sheet/Non-Collusion Affidavit; the Bid Security Forms for Check or Bid Bond; Agreement; Specifications; Drawings and all revisions of addenda setting forth any modifications or interpretations of any of said documents.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied themselves as to the nature and location of the work and fully informed themselves as to all conditions and matters which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid, and they further understands that the City of Irwindale will in no way be responsible for any errors or omissions in the preparation of this bid.

4. The undersigned will execute the Agreement and furnish the required bonds and certificates of insurance within ten (10) working days after notice to them of acceptance of their bid by the City.

5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm, or corporation refrain from bidding; the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which they put in a bid. The award for such work is to be entirely at the discretion of the City after evaluation of the bids which have been submitted.

If the undersigned fails or refuses to execute the contract, the City may award it to the next lowest responsible bidder. If the City does so, then the amount of the lowest bidder's security shall be applied by the City to the difference between the lowest bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

7. The undersigned agrees that the quantities given in bid schedule for which unit prices are bid and in other contract documents are approximate only, being given as a basis for the comparison of bids, and the contracting City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of each or to omit portions of such work, as may be deemed necessary or expedient by the contracting City.

NOTE: All amounts and totals given in the bid schedule will be subject to verification by the City Engineer or his/her designee. In case of variation between the unit price and totals shown by the bidder, the unit price will be considered to be the bid. In case of variation between the written words of the unit price and the written figures of the unit price, then the unit prices written in words shall prevail.

INCORPORATION STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of contractors.

License Number/Classification CA Lic# 801253 A, CB, C60

Expiration Date 8/31/2018

Name of Contractor G2 Construction, Inc.

Business Address 1352 E. Borchard Ave, Santa Ana, CA 92705

Telephone Number 714-748-4242

Signature of Contractor

Print Name of Contractor JOHN R. ALVARADO, G2 CONSTRUCTION, INC.

Check One:

Individual Firm ✓Corporation

If a Corporation, Corporation organized under the laws of the State of California.

Complete this section if a Corporation:

President JOHN R. ALVARADO

Secretary LISA BROWN

Treasurer JOHN R. ALVARADO

Person who inspected site of the proposed work for your firm:

Name: Eric Taylor Date of Inspection: 11/17/2016

NOTE: If requested by the City, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.

LIST OF SUBCONTRACTORS

(To Accompany Proposal)

Subcontractors who will perform work in excess of one-half of one percent (1/2 of 1%) of the total bid price.

NAME	ADDRESS	WORK TO BE PERFORMED	PERCENT OF CONTRACT	CONTRACT LICENSE NO.
Ron's Maintenance, Inc. (RMI)	5428 S. Broadway Los Angeles, CA 90037	Catch basin cleaning	4%	4343559

LICENSED CONTRACTOR'S DECLARATION

(To Accompany Proposal)

The undersigned, G2 Construction, Inc.
(Name of Licensed Contractor)

Declares as follows:

1. This Declaration is hereby incorporated in and made a part of the bid **"INSTALLATION OF STORM DRAIN CATCH BASIN FULL CAPTURE INSERTS FOR CATCH BASINS WHICH DRAIN TO THE LOS ANGELES RIVER IN THE CITY OF IRWINDALE, CALIFORNIA"** submitted to the City of Irwindale by the undersigned (herein "Bid").

2. The contractor's state license number and classification of the undersigned are as follows:

801253 - A, C8, C60.

3. The contractor's state license of the undersigned expires on:

8/31/2018.

4. All representations made in the Bid are true and correct.

.

The undersigned declared under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 11/21/16 (Date) at Santa Ana (City), California.

G2 Construction, Inc.
Name of Licensed Contractor

Authorized Signature

Non - collusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

TO THE CITY of IRWINDALE
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PRIOR WORK REFERENCES
(To Accompany Proposal)

The General Contractor is required to submit with the bid proposal a list of at least three (3) previous projects completed within the previous 24 months giving name of organization for whom work was performed, address and telephone number, and the name of the individual or individuals in charge of the project for the organization.

A. General Contractor

Reference #1:

Organization Name: City of La Canada Flintridge

Address: Public Works, 1327 Foothill Blvd.
La Canada Flintridge, CA 91011

Telephone: 818-790-8882

Organization Project Manager: Nasser Shoushtarian, P.E.

Reference #2

Organization Name: City of Calabasas

Address: 100 Civic Center Way
Calabasas, CA 91302

Telephone: 818-224-1600

Organization Project Manager: Alex Farassati, PhD

Reference #3

Organization Name: City of Lake Forest

Address: 25550 Commercentre Dr.
Lake Forest, CA 92630

Telephone: 949-461-3498

Organization Project Manager: Jonathan Poole

BID FORM

NOTE: The City reserves the right to award a contract or reject all bids and re-advertise, as it appears to be in its best interest. All quantities shown hereon are approximate and are to be used only for a comparison of bids. Payment for quantities will be made for the actual quantities used on the job. The City reserves the right to increase or decrease the amount of any quantity shown and delete any item from the contract.

THE UNDERSIGNED BIDDER AGREES THAT, IF AWARDED THE CONTRACT, HE/SHE WILL COMPLETE ALL WORK ACCORDING TO THESE PLANS AND SPECIFICATIONS.

Signature of Bidder _____

Print Name of Bidder G2 Construction, Inc.

Address 1352 E. Burchard Ave, Santa Ana, CA 92705

_____

Phone (714) 448-8080

Contractor's License Number 801253

Classification/Type A, C8, C60

BID SECURITY FORMS FOR CASHIER'S CHECK OR BOND TO ACCOMPANY BID

NOTE: The following form shall be used in case check accompanies bid. (SEE ATTACHED BID BOND)

Accompanying this proposal is a Cashier's check payable to the order of the City of Irwindale for:

_____ dollars ($_____),

this amount being not less than ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of said City provided this proposal shall be accepted by said City through action of its legally constituted contracting authorities, and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

G2 CONSTRUCTION, INC.

Signature of Bidder

JOHN R. ALVARADO

Print Bidder's Name

11/21/16

Date

(SEE ATTACHED BID BOND) AHA

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That, we _____, as Principal, and

_____, as Surety, are held and firmly bound unto the City of Irwindale, Irwindale, California, in the sum of:

_____ dollars ($_____)
to be paid to the City of Irwindale, its successors and assigns for which payment, well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded_____ _____ for the **"INSTALLATION OF STORM DRAIN CATCH BASIN FULL CAPTURE INSERTS FOR CATCH BASINS WHICH DRAIN TO THE LOS ANGELES RIVER IN THE CITY OF IRWINDALE, CALIFORNIA"** in strict accordance with the Specifications and Drawings on file at the Office of the City Clerk of the City of Irwindale is accepted by the City through action of its legally constituted contracting authorities, and if the above bounded _____, heirs, executors, administrators, successors, and assigns shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance Bond, Labor and Materials Bond, and Warranty Bond within ten (10) working days after the date of notification by and from the said City that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereto set our hands and seals this day of
_____, 20__.

_____

_____

NOTE: The standard printed bid bond form of any bonding company acceptable to the City may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City are not in any way reduced by used of the surety company's printed standard form.

A statutorily required bond (Bid Bond, Faithful Performance and Labor and Materials Bonds) must be executed two or more sufficient personal sureties, or by one sufficient "admitted surety insurer", e.g., a corporate surety. The City cannot accept a bond from an admitted surety insurer until that company has filed a copy of the appointment or other document which authorized the signature of the person who signed the bond in the County Clerk's Office; this filing can be evidenced by a certificate issued by the County Clerk. The bond must be executed in the name of the insurer under penalty of perjury, or the fact of execution of bond must be acknowledged.

BIDDER'S PROPOSAL

The undersigned bidder declares that they have carefully examined the Plans, the General Conditions and Specifications and agrees to complete the work so covered to the City of Irwindale. The undersigned further declares that this proposal is made according to the provisions and under the terms of the "Notice Inviting Bids" which document is made a part of this proposal.

INSTALLATION OF STORM DRAIN CATCH BASIN FULL CAPTURE INSERTS FOR CATCH BASINS WHICH DRAIN TO THE LOS ANGELES RIVER IN THE CITY OF IRWINDALE, CALIFORNIA

BID SCHEDULE:

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	GRATING CATCH BASIN	4	EA	$520.00	$2,080.00
2	CATCH BASIN INSERT 3.5' BASIN	4	EA	$505.00	$2,020.00
3	CATCH BASIN INSERT 7' BASIN	4	EA	$520.00	$2,080.00
4	CATCH BASIN INSERT 10' BASIN	6	EA	$540.00	$3,240.00
5	CATCH BASIN INSERT 14' BASIN	18	EA	540.00	$9,720.00
6	CATCH BASIN INSERT 21' BASIN	10	EA	$555.00	5,550.00
7	CATCH BASIN INSERT 28' BASIN	18	EA	565.00	$10,170.00
8	CATCH BASIN INSERT NON STANDARD SIZE	6	EA	$530.00	$3,180.00

Payment for barricading, protection, detours and Traffic Control shall be included in the price bid for the various items of work and shall include all labor, material, removal and disposal of demolition materials, and related items of work, necessary to adequately perform the work involved to the satisfaction of the City Engineer and, therefore, no separate payment will be made.

TOTAL BID $ 38,040.00

THIRTY EIGHT THOUSAND FORTY Dollars

(WRITTEN IN WORDS)

The contract will be awarded to the lowest responsible bidder for the above "TOTAL BID".

The undersigned bidder further certifies that he has visited the premises involved and has ascertained the extent of the work required for construction of storm drain catch basin full capture inserts for catch basins which drain to the Los Angeles River in the City of Irwindale, California.

Accompanying this bid is $ (BID BOND) (SEE ATTACHED) ("cash," "cashier's check," or "bidder's bond"--underline one), in an amount equal to at least ten percent (10%) of the total bid.

If awarded the contract, the undersigned agrees that should he or she fail to execute the required contract, and file the necessary bonds and insurance certificates within ten (10) days (excluding Saturdays, Sundays and legal holidays) after the City Engineer has mailed notice of the award of contract to him or her, the proceeds of the security accompanying this bid shall become the property of the CITY. This bid and the acceptance hereof may then, at the City's option, be considered null and void.

If an individual, so state; if a partnership, state the firm name and give the names of all individual partners, limited and general; if a corporation, state the names of the president, secretary, treasurer and manager, if any.

NAME OF CONTRACTING FIRM G2 Construction, Inc.

ADDRESS 1352 E. Borchard Ave, Santa Ana, CA 92705

TELEPHONE (714) 748-4242 FAX (714) 798-9294

STATE LICENSE NO. 801253 EXPIRATION DATE 8/31/2018

FEDERAL TAX IDENTIFICATION NUMBER 01-0862732

SIGNATURE OF BIDDER(S) (Authorized Signature)

PRINT NAME OF BIDDER(S) JOSE R. ALVARADO
(Authorized Signature)

DATE 11/21/16

ALL BLANKS IN SPECIFICATIONS MUST BE FILLED IN OR BID WILL BE CONSIDERED UNRESPONSIVE

William K. Tam, P.E.
Director of Public Works/City Engineer

October 15, 2016

NOTICE TO BIDDERS
INSTALLATION OF STORM DRAIN CATCH BASIN FULL CAPTURE INSERTS FOR CATCH BASINS WHICH DRAIN TO THE LOS ANGELES RIVER IN THE CITY OF IRWINDALE, CALIFORNIA.....P 935

ADDENDUM NO. 1

Prospective Bidders:

The specifications for the Installation of Storm Drain Catch Basin Full Capture Inserts for Catch Basins which drain to the Los Angeles River in the City of Irwindale, California are hereby modified as follows:

1. The contractor shall possess a state license classification of either A, C42 or C61/D4.
2. The time for completion for this job is 30 working days.

All Other Items Remain the Same.

This addendum shall become an integral part of the said documents and should be acknowledged in the space provided and attached to the Schedule of Work Items of the project. The balance of the said Plans and Specifications shall remain unchanged.

William K. Tam, P.E.
Public Works Director/ City Engineer

BIDDER'S CERTIFICATE

I acknowledge receipt of this Addendum and accept the aforementioned condition.

11/21/16.
Date

JOHN R. ALVARADO, G2 CONSTRUCTION
Bidder's Name

END OF ADDENDUM NO.1

November 21, 2016

NOTICE TO BIDDERS
INSTALLATION OF STORM DRAIN CATCH BASIN FULL CAPTURE INSERTS FOR CATCH BASINS WHICH DRAIN TO THE LOS ANGELES RIVER IN THE CITY OF IRWINDALE, CALIFORNIA.....P 935

ADDENDUM NO. 2

Prospective Bidders:

The specifications for the Installation of Storm Drain Catch Basin Full Capture Inserts for Catch Basins which drain to the Los Angeles River in the City of Irwindale, California are hereby modified as follows:

1. The contractor shall paint a staff gauge on an externally visible interior wall of each catch basin, as described in "Attachment B-4" of the Plans and Specifications. Payment for this shall be included in the price bid, therefore, no separate payment will be made.

2. The Liquidated Damages for this project will be $250.00 per calendar day for failure to complete the work within the time allowed.

3. No change to bid opening date.

All Other Items Remain the Same.

This addendum shall become an integral part of the said documents and should be acknowledged in the space provided and attached to the Schedule of Work Items of the project. The balance of the said Plans and Specifications shall remain unchanged.

William K. Tam, P.E.
Public Works Director/ City Engineer

BIDDER'S CERTIFICATE

I acknowledge receipt of this Addendum and accept the aforementioned condition.

11/21/16
Date

G2 Const.
Bidder's Name

END OF ADDENDUM NO.2

BID BOND

Hudson Insurance Company
10049626

CONTRACTOR:
(Name, legal status and address)

G2 Construction, Inc.
1352 East Borchard Ave
Santa Ana, CA 92705

SURETY:
(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: $6,000.00

PROJECT:
(Name, location or address, and Project number, if any)

Installation of Storm Drain Catch Basin Full Capture Inserts for Catch Basins which drain to the Los Angeles River in the city of Irwindale, California

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of November, 2016.

G2 Construction, Inc.

(Principal) (Seal)

PRESIDENT, G2

(Witness) (Title)

Hudson Insurance Company

(Surety) Megan Runde (Seal)

Jen Halland

(Witness) Attorney-In-Fact (Title)

G2 CONSTRUCTION CORPORATION INCORPORATED MARCH 6, 2006 CALIFORNIA

Bond Number: 10049626

HUDSON INSURANCE GROUP

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Megan Runde

of the State of AZ

Its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Six Thousand Dollars ($6,000.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.

(Corporate Seal)

SEAL 1916 DELAWARE

Attest: Dina Daskalakis

Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By: .....

Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M MURPHY
MY COMMISSION EXPIRES December 10, 2017
#01MU6067553
QUALIFIED IN NASSAU COUNTY
NOTARY PUBLIC, STATE OF NEW YORK

.....

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 17th day of November, 2016

(Corporate Seal)

SEAL 1916 DELAWARE

By: Dina Daskalakis

Dina Daskalakis, Corporate Secretary

Form Bond 10 8 2010 (v1)

COUNCIL AGENDA
ITEM 1J

AGENDA REPORT

DEC 14 2016

Date: *December 14, 2016*

To: *Honorable Mayor and City Council Members*

From: *John Davidson, City Manager*

Issue: *Request to Approve Amendment No. 1 for the Contract Services Agreement (CSA) with DUDEK ("Contractor") for the Preparation of an Environmental Impact Report (EIR) for a New Kaiser Medical Office Building (MOB) Proposed to be located at 12761 Schabarum Avenue*

City Manager's Recommendation:

That the City Council approve the attached CSA Amendment No. 1 with the Contractor for the preparation of an Environmental Impact Report (EIR) for a new Kaiser Medical Office Building proposed to be located at 12761 Schabarum Avenue.

Background:

The Project entails the demolition of an existing industrial building previously occupied by Jacmar Foods and the development of an approximate 90,000 square-foot medical office building and associated parking structure and site improvements on the 4-acres parcel.

The scope of work for the original contract approved on March 23, 2016 contained a supplemental cost estimate for document reproduction, mileage, delivery/postage, administrative fees, and sub consultant costs pertaining to cultural resource record checks and hazards database checks, if needed. These costs were unintentionally left out of the original contract due to hidden rows on the cost proposal spreadsheet.

The Draft EIR is currently in its 45-day public review period, which started on November 15, 2016 and will end on December 29, 2016.

Fiscal Impact:

The City's General Fund will not be impacted. Kaiser agreed to reimburse the City one hundred percent (100%) of all costs and expenses incurred by the City by providing a deposit account pursuant to the contract between the City and Contractor via a Project Reimbursement Agreement approved on March 23, 2016 simultaneously with the Contactor's CSA. In addition, Kaiser included a deposit to cover the City Attorney's time to review the documents, which is also supplemented through this additional cost increase.

Fiscal Impact: _____ (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Contact Person: Gustavo J. Romo, Community Development Director
626.430.2206
gromo@ci.irwindale.ca.us

John Davidson, City Manager

Attachment: Contract Services Agreement Amendment No. 1 with DUDEK (Including Cost Proposal dated "revised April 18, 2016")

CITY OF IRWINDALE CITY COUNCIL
CONTRACT SERVICES AGREEMENT AMENDMENT NO. 1 FOR
DUDEK ENVIRONMENTAL IMPACT REPORT PREPARATION
FOR THE PROPOSED KAISER PERMANENTE MEDICAL OFFICE BUILDING
AT 12761 SCHABARUM AVENUE

THIS CONTRACT SERVICES AGREEMENT AMENDMENT NO. 1 (herein "Agreement") is made and entered into this 14th day of December, 2016, by and between the CITY OF IRWINDALE, a public body corporate and politic, (herein "City") and DUDEK (herein "Contractor").

RECITALS

WHEREAS, on March 23, 2016, the City and Contractor entered into that certain Contract Services Agreement, not to exceed TWO-HUNDRED NINETY-EIGHT THOUSAND EIGHT-HUNDRED SEVENTY DOLLARS ($298,870.00), for the preparation of an Environmental Impact Report for the proposed Kaiser Medical Office Building at 12761 Schabarum Avenue; and

WHEREAS, the scope of services for the contract referenced in the above paragraph contained a supplemental cost estimate for document reproduction, mileage, delivery/postage, administrative fees, and sub consultant costs pertaining to cultural resource record checks and hazards database checks, if needed. These costs were unintentionally left out of the original contract due to hidden rows on the cost proposal spreadsheet; and

WHEREAS, the City and the Contractor wish to amend the Agreement to increase the Contract Sum by TWENTY-THOUSAND DOLLARS ($20,000) to accommodate the Applicant's intended additional services within the scope of work for the EIR ($14,265.75) as well as any additional attorney costs ($5,734.25); thus bringing the contract total to THREE-HUNDRED EIGHTEEN-THOUSAND EIGHT-HUNDRED SEVENTY DOLLARS ($318,870.00); and

WHEREAS, the Project Reimbursement Agreement with the City and the Project Applicant was approved by the City Council simultaneously on March 23, 2016 to provide a $310,000 deposit from the Project proponent, Kaiser, to cover the Contractor's costs as well as City Attorney costs, and said Agreement allows for additional deposit without further amendment upon written notice to the Applicant per Section 2.C of the Agreement.

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

1. Section 2.1 of the Agreement entitled "Contract Sum" shall be amended in its entirety to add an additional $20,000 to the Contract Sum to read as follows:

   2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor

shall be compensated in accordance with the attached proposal, dated February 18, 2016 (revised April 18, 2016), attached hereto as Attachment "A" and incorporated herein by this reference, but not exceeding THREE-HUNDRED EIGHTEEN-THOUSAND EIGHT-HUNDRED SEVENTY DOLLARS ($318,870.00).

2. Full Force and Effect. Except as expressly modified herein, all other provisions of the Agreement shall remain unmodified and in full force and effect.

3. Corporate Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

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

CITY:

Irwindale, a public body corporate and politic

_____
John Davidson, City Manager

ATTEST:

_____
Laura M. Nieto, CMC
Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Fred Galante
City Attorney

CONTRACTOR:

DUDEK

By: _____

Name: _____

Title: _____

Address:

38 North Marengo Avenue

Pasadena, CA 91101

[END OF SIGNATURES]

ATTACHMENT "A"

REVISED SCOPE OF SERVICES

Letter Proposal Dated February 18, 2016
(Revised April 18, 2016)

DUDEK

38 NORTH MARENGO
PASADENA, CALIFORNIA 91101
T: 626.204.9800

Cost Proposal

February 18, 2016 (*revised April 18, 2016)*

Brandi Jones
Associate Planner
City of Irwindale
5050 North Irwindale Avenue
Irwindale, California 91706

Subject: REVISED Cost Proposal: Environmental Impact Report for Kaiser Permanente Medical Office Facility

Dear Ms. Jones:

Dudek has prepared a cost estimate that is competitive yet accurately reflective of the level of effort required to complete the scope of services based on our understanding of the Project with the information made available to date. We will use as much information as applicable from recently prepared environmental analyses in the area (i.e., Irwindale Regional Shopping Center EIR) to recognize schedule and cost efficiencies. Dudek does not believe it is in the client's interest to submit an unrealistically low cost proposal, which is made possible by either reducing the scope of work or by assuming that budget augments will be made available at a later date. That said, we are flexible and willing to discuss ways to reduce our preliminary cost proposal, if necessary. We have provided a detailed cost proposal (with optional tasks) to prepare an EIR separate from this technical proposal, per the RFP, identifying labor costs by task, by person, and by hour, including our standard fee schedule. In an effort to keep costs at a minimum, there will be minimal printing of the draft documents and notices. If additional printed copies are requested by any member of the project team, Dudek will revise this budget accordingly. Factors that could increase the scope of work and estimated costs include, but are not necessarily limited to, any of the following:

- Attendance at additional meetings
- Additional printing of copies of reports
- Analysis of additional issues above those discussed in this proposal, or a more detailed level of analysis than described in this proposal
- Changes in the Project requiring re-analysis or rewriting of report sections
- Collection of additional data

Our cost proposal is valid for 90 days from the date of this proposal and is based on all team members' standard hourly rates. If you have any questions or require additional information please contact Ms. Thomas at 626. 204.9822 or rthomas@dudek.com.

Sincerely,

Frank Dudek, PE
President

Ruta K. Thomas, REPA
Project Manager

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		Task	Hours						Cost	
			Principal in Charge/ Project Manager	Senior Analyst	Junior Analyst	General Administration (Word Processing)	Graphics/GIS			
			Principal	Environmental Specialist V	Environmental Analyst II	Technical Editor I	Assistant Designer	Subtotal: Hours	Subtotal: Dollars	TOTAL
			$240.00	$175.00	$105.00	$115.00	$130.00			
		Labor Cost (Environmental Impact Report)								
1.0		Participate in Project Startup Activities								$1,380
	1A	Attend One Project Kick-Off Meeting	4		4			8	$1,380	
2.0		Conduct Preliminary Analyses								$79,985
	2A	Prepare Air Quality Analysis		10	42	1		53	$6,275	
		*OPTIONAL TASK AQ-1: Stationary Source Emissions Calculations and HRA**	*(To be Prepared by Yorke Engineering, LLC)*					*$14,030*		
	2B	Prepare Greenhouse Gas Emissions Analysis		8	36	1		45	$5,295	
	2C	Conduct Noise Modeling (includes field measurements, modeling and analysis)		12	64	1	2	79	$9,195	
	2D	*OPTIONAL TASK: Prepare Visual Simulations*		*60*				*60*	*$10,500*	
	2E	*OPTIONAL TASK: Prepare Water Quality Management Plan*	*1*	*46*		2		*49*	*$8,520*	
	2F	*OPTIONAL TASK: Prepare Hydrology Study*	*1*	*70*	*35*	2		*108*	*$16,395*	
	2G	Conduct Third Party Peer Review of Traffic Study*	*(To Be Completed by KOA Corporation)*					*$9775*		
3.0		Prepare IS/NOP and Attend Scoping Meeting								$13,610
	3A	Prepare IS/NOP	8		36	8	6	58	$7,400	
		Screencheck Draft IS/NOP	4		18	6	3	31	$3,930	
	3B	Attend One Scoping Meeting (Includes preparation for meeting)	6		8			14	$2,280	
4.0		Prepare Administrative Draft EIR* and Screencheck Draft EIR								$119,290
	4A	Prepare Administrative Draft EIR*	60			32	16	108	$20,160	
		Introduction			4			4	$420	
		Executive Summary			16			16	$1,680	
		Project Description			24			24	$2,520	
		Introduction to the Analysis			4			4	$420	
		Effects Not Found to Be Significant			8			8	$840	
		Aesthetics			36			36	$3,780	
		Air Quality (summarizing the results of Task 2A)			16			16	$1,680	
		Biological Resources			24			24	$2,520	
		Cultural Resources		36				36	$6,300	
		Energy		8	36			44	$5,180	
		Geology/Soils		36				36	$6,300	
		Greenhouse Gas Emissions (summarizing the results of Task 2B)			16			16	$1,680	
		Hazards/Hazardous Materials		4	40			44	$4,900	
		Hydrology/Water Quality		36				36	$6,300	
		Land Use/Planning		4	36			40	$4,480	
		Noise (summarizing the results of Task 2C)			16			16	$1,680	
		Population & Housing			32			32	$3,360	

		Task	Hours						Cost	
			Principal in Charge/ Project Manager	Senior Analyst	Junior Analyst	General Administration (Word Processing)	Graphics/GIS			
			Principal	Environmental Specialist V	Environmental Analyst II	Technical Editor I	Assistant Designer	Subtotal: Hours	Subtotal: Dollars	TOTAL
			$240.00	$175.00	$105.00	$115.00	$130.00			
		Public Services			42			42	$4,410	
		Transportation/Traffic (sumarizing the results of Kaiser's consultant's Traffic Study)	2		52			54	$5,940	
		Utilities/Service Systems		36				36	$6,300	
		Alternatives (assumes three alternatives)			54			54	$5,670	
		Long-Term Implications			8			8	$840	
		EIR Preparers/References			12			12	$1,260	
		Prepare Screencheck Draft EIR	30	24	60	16	8	138	$20,580	
5.0		Prepare Public Review Draft EIR and Attend Public Meeting on Draft EIR								$12,620
	5A	Prepare Public Review Draft EIR	16	8	24	12	6	66	$9,920	
	5B	Attend One Public Meeting on Draft EIR (includes preparation for meeting)	6		12			18	$2,700	
6.0		Prepare Administrative Final EIR,*** Screencheck Final EIR, and MMRP								$24,240
	6A	Prepare Administrative Final EIR,*** Screencheck Final EIR, & MMRP	42	16	78	14	12	162	$24,240	
7.0		Prepare Final EIR for Public Review, Attend Certification Hearings and File NOD								$15,820
	7A	Prepare Final EIR for Public Review	22	8	36	8	6	80	$12,160	
	7B	Attend Hearings (2) and File NOD	10		12			22	$3,660	
8.0		Attend Additional Project Meetings and Conference Calls								$5,370
	8A	Attend Additional Project Meetings (4) and Conference Calls (8)	18		10			28	$5,370	
9.0		Project Management and General Coordination								$19,595
	9A	Project Management and General Coordination	64	8	27			99	$19,595	
10.0		Prepare Certification Documents								$6,960
	10A	Prepare Certification Documents	8		48			56	$6,960	
		Total Hours	302	430	1,004	86	56	1,878		
		TOTAL EIR LABOR (WITH OPTIONAL TASKS)	$72,480	$75,250	$105,420	$9,890	$7,280		$289, 095	$298,870
		Direct Costs/Expenses								
		Estimated EIR Direct Costs/Expenses								
		Reproduction								
		41 copies of the Final NOP at a maximum of $5/copy								$205
		21 copies of the Draft EIR at a maximum of $85/copy								$1,785
		16 copies of the Final EIR at a maximum of $95/copy								$1,520
		Miscellaneous reproduction (Executive Summary, Certification Documents, NOCs, NOAs, NOIs, NODs, CDs, Hearing Materials, etc.)								$850
		Filing Fees (County Clerk = $75.00 (NOP NOI) + $75 (Draft EIR NOC) + $75.00 (Final EIR NOD) + $3070.00 (2016 CDFG fee (if not exempt))								$3,295
		Mileage								$500
		Delivery/Postage (ESTIMATED)								$2,500
		Subtotal Direct Costs								*$10,655*
		Administrative Fee (15% of direct costs)								$1,598.25

	Task	Hours						Cost	
		Principal in Charge/ Project Manager	Senior Analyst	Junior Analyst	General Administration (Word Processing)	Graphics/GIS			
		Principal	Environmental Specialist V	Environmental Analyst II	Technical Editor I	Assistant Designer	Subtotal: Hours	Subtotal: Dollars	TOTAL
		$240.00	$175.00	$105.00	$115.00	$130.00			
	TOTAL DIRECT COSTS/EXPENSES								$12,253.25
	Estimated Subconsultant & Vendor Costs/Expenses								
	Cultural Resources Records Checks								$1,450
	EDR Hazards Database Check (if needed)								$300
	Subtotal Subconsultants								*$1,750*
	Administrative Fee (15% of subconsultants/vendors)								$262.50
	TOTAL SUBCONSULTANT & VENDOR COSTS/EXPENSES								$2,012.50
	TOTAL EIR BUDGET WITHOUT OPTIONAL TASKS								**$263,690.75**
	TOTAL EIR BUDGET WITH OPTIONAL TASKS								**$313,135.75**

* Subconsultant costs includes Dudek's 15 percent administrative fee of $1,830.00 for Yorke Engineering and $1,275.00 for KOA Corporation.

** The budget proposed for preparation of the Administrative Draft EIR assumes that the 15 CEQA issue areas identified will be fully analyzed as part of the EIR. If any additional CEQA issue areas are required to be studied in the EIR, an amendment to the proposed budget may be requested. Similarly if additional CEQA issue areas are scoped out of the EIR during the Initial Study process, this budget can be revised accordingly.

*** The Administrative Final EIR budget is based on receiving no more than 150 comments (not comment letters) on the Draft EIR. Responding to additional comments would require an amendment to the proposed budget.

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DUDEK
2016 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director	$265.00/hr
Principal Engineer III	$235.00/hr
Principal Engineer II	$225.00/hr
Principal Engineer I	$215.00/hr
Program Manager	$205.00/hr
Senior Project Manager	$205.00/hr
Project Manager	$195.00/hr
Senior Engineer III	$195.00/hr
Senior Engineer II	$185.00/hr
Senior Engineer I	$175.00/hr
Project Engineer IV/Technician IV	$165.00/hr
Project Engineer III/Technician III	$150.00/hr
Project Engineer II/Technician II	$135.00/hr
Project Engineer I/Technician I	$120.00/hr
Project Coordinator	$95.00/hr
Engineering Assistant	$85.00/hr

ENVIRONMENTAL SERVICES

Principal	$240.00/hr
Senior Project Manager/Specialist II	$225.00/hr
Senior Project Manager/Specialist I	$215.00/hr
Environmental Specialist/Planner VI	$195.00/hr
Environmental Specialist/Planner V	$175.00/hr
Environmental Specialist/Planner IV	$165.00/hr
Environmental Specialist/Planner III	$155.00/hr
Environmental Specialist/Planner II	$135.00/hr
Environmental Specialist/Planner I	$125.00/hr
Analyst III	$115.00/hr
Analyst II	$105.00/hr
Analyst I	$95.00/hr
Planning Assistant II	$85.00/hr
Planning Assistant I	$75.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II	$220.00/hr
Senior Project Manager/Coastal Planner I	$210.00/hr
Environmental Specialist/Coastal Planner VI	$200.00/hr
Environmental Specialist/Coastal Planner V	$180.00/hr
Environmental Specialist/Coastal Planner IV	$170.00/hr
Environmental Specialist/Coastal Planner III	$160.00/hr
Environmental Specialist/Coastal Planner II	$150.00/hr
Environmental Specialist/Coastal Planner I	$140.00/hr

ARCHAEOLOGICAL SERVICES

Senior Project Manager/Archaeologist II	$215.00/hr
Senior Project Manager/Archaeologist I	$205.00/hr
Environmental Specialist/Archaeologist VI	$185.00/hr
Environmental Specialist/Archaeologist V	$165.00/hr
Environmental Specialist/Archaeologist IV	$155.00/hr
Environmental Specialist/Archaeologist III	$145.00/hr
Environmental Specialist/Archaeologist II	$135.00/hr
Environmental Specialist/Archaeologist I	$125.00/hr
Environmental Specialist/Paleontologist III	$165.00/hr
Environmental Specialist/Paleontologist II	$145.00/hr
Environmental Specialist/Paleontologist I	$125.00/hr
Paleontological Technician III	$85.00/hr
Paleontological Technician II	$75.00/hr
Paleontological Technician I	$55.00/hr
Archaeologist Technician II	$75.00/hr
Archaeologist Technician I	$55.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager	$195.00/hr
Senior Construction Manager	$180.00/hr
Senior Project Manager	$160.00/hr
Construction Manager	$150.00/hr
Project Manager	$140.00/hr
Resident Engineer	$140.00/hr
Construction Engineer	$135.00/hr
On-site Owner's Representative	$130.00/hr
Construction Inspector III	$125.00/hr
Construction Inspector II	$115.00/hr
Construction Inspector I	$105.00/hr
Prevailing Wage Inspector	$135.00/hr

COMPLIANCE SERVICES

Compliance Director	$205.00/hr
Compliance Manager	$145.00/hr
Compliance Project Coordinator	$105.00/hr
Compliance Monitor	$95.00/hr

HYDROGEOLOGICAL SERVICES

Principal	$260.00/hr
Principal Hydrogeologist/Engineer	$240.00/hr
Sr. Hydrogeologist IV/Engineer IV	$225.00/hr
Sr. Hydrogeologist III/Engineer III	$210.00/hr
Sr. Hydrogeologist II/Engineer II	$195.00/hr
Sr. Hydrogeologist I/Engineer I	$180.00/hr
Hydrogeologist VI/Engineer VI	$160.00/hr
Hydrogeologist V/Engineer V	$150.00/hr
Hydrogeologist IV/Engineer IV	$140.00/hr
Hydrogeologist III/Engineer III	$130.00/hr
Hydrogeologist II/Engineer II	$120.00/hr
Hydrogeologist I/Engineer I	$110.00/hr
Technician	$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager	$185.00/hr
District Engineer	$175.00/hr
Operations Manager	$150.00/hr
District Secretary/Accountant	$100.00/hr
Collections System Manager	$100.00/hr
Grade V Operator	$100.00/hr
Grade IV Operator	$90.00/hr
Grade III Operator	$85.00/hr
Grade II Operator	$63.00/hr
Grade I Operator	$55.00/hr
Operator in Training	$40.00/hr
Collection Maintenance Worker II	$60.00/hr
Collection Maintenance Worker I	$45.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist	$155.00/hr
Senior Designer	$145.00/hr
Designer	$135.00/hr
Assistant Designer	$130.00/hr
GIS Programmer I	$180.00/hr
GIS Specialist IV	$155.00/hr
GIS Specialist III	$145.00/hr
GIS Specialist II	$135.00/hr
GIS Specialist I	$125.00/hr
CADD Operator III	$125.00/hr
CADD Operator II	$120.00/hr
CADD Operator I	$105.00/hr
CADD Drafter	$95.00/hr
CADD Technician	$85.00/hr

SUPPORT SERVICES

Technical Editor III	$145.00/hr
Technical Editor II	$130.00/hr
Technical Editor I	$115.00/hr
Publications Specialist III	$105.00/hr
Publications Specialist II	$95.00/hr
Publications Specialist I	$85.00/hr
Clerical Administration II	$85.00/hr
Clerical Administration I	$80.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.
Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.
Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.
Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost
Invoices,Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.
Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

DUDEK

Effective January 1, 2016

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COUNCIL AGENDA
ITEM IK

DEC 14 2016

AGENDA REPORT

Date: December 14, 2016

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: CONSIDERATION OF THE CITY-OWNED MANNING PARCEL LOCATED ON ALLEN DRIVE AS A CITY YARD AND POLICE OPERATION FACILITY

City Manager's Recommendation:

That the City Council authorize the interim use of a Public Works Yard and a Police Department facility for an Emergency Operation Center on the City-owned Manning parcel located on Allen Drive south of Arrow Highway.

Analysis:

1. The recent disposition of the City-owned Alderson property has resulted in the need to relocate the City records storage facility, a Limited Volume Transfer Station (LVTS) in the Public Works Department, and the Emergency Operation Center (EOC) for the Police Department.

2. The City's acquisition of the 2nd Street building provided the immediate need for the City to relocate our records. However, we have not been able to locate a site that can accommodate a Public Works LVTS and an EOC for the Police Department.

3. Staff reviewed all City-owned property and found that the northerly portion of the Manning parcel site on Allen Drive has adequate access and an area to locate an interim LVTS for the Public Works Department and an EOC for the Police Department. The attached layout shows the area which measures 545 ft. x 360 ft. wide and can be utilized to provide an approximate 2-acre area for a Public Works Yard and a 2 and 1/2-acre area for an EOC for the Police Department. This site will need to be improved to mitigate dust issues, with fencing and an automatic gate installed for security. Also, additional improvements will be required to support each of these functions.

4. With the approval of the City Council, the preparation of the Public Works Yard to house the LVTS will start in January 2017 as we have no available area in the existing yard to accommodate the LVTS. This project supports the operation and maintenance of the mining impacted areas within the City; as such, we will utilize the budget amount from the Manning Pit funding to fund the LVTS.

Special Mining Funding, in the amount of $50,000 is included in the FY 2016/2017 budget for the Manning Pit project, and will be used to construct the Public Works Yard.

5. The necessary improvements that are required for the construction of the Police Department EOC will be prepared by a licensed professional to be selected by the Police Department. The details of the EOC design and all related improvements including the construction cost estimates to construct the EOC will be presented to the City Council when the design is completed.

6. It should be noted that this proposal is for an interim use of a 4-1/2-acre portion of the City owned 10-acre Manning parcel. Since the existing Police Department building and the Public Works Yard are insufficient in size and shape to support the current needs of the City, staff will proceed to evaluate the needs to relocate both functions from its existing location to this City owned Manning parcel as their permanent home. Any longer-term use of the Manning parcel for this use will require the City Council to consider and follow the legal steps to amend the General Plan designation for the area in question, which is currently designated for housing uses.

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

Fiscal Impact: _____ (Initial of CFO) See Note 4 and 5

Legal Impact: Electronically Approved by Fred Galante (Initial of Legal Counsel) None.

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

_____
John Davidson, City Manager

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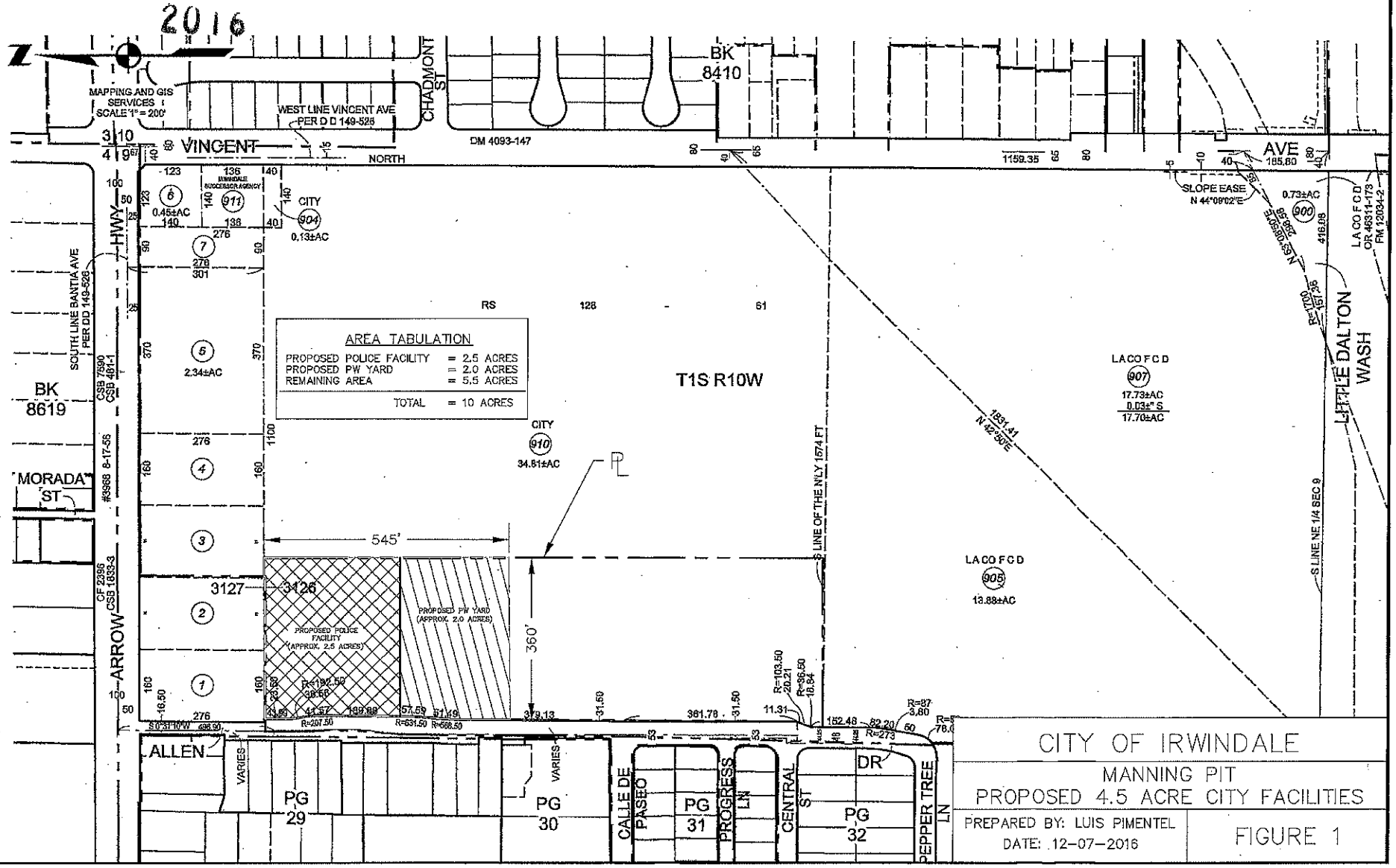

CITY OF IRWINDALE

MANNING PIT

PROPOSED 4.5 ACRE CITY FACILITIES

PREPARED BY: LUIS PIMENTEL

DATE: 12-07-2016

FIGURE 1

COUNCIL AGENDA
ITEM IL

DEC 14 2016

AGENDA REPORT

Date: December 14, 2016

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: **AMENDMENT TO "ATTACHMENT A" OF THE CITY-COUNTY MUNICIPAL SERVICES AGREEMENT FOR ANIMAL CARE AND CONTROL SERVICES**

City Manager's Recommendation:
That the City Council (1) approve the amendment to "Attachment A" of the City-County Municipal Services Agreement for Animal Care and Control Services Agreement, including the revised Attachment A; and (2) Authorize the City Manager to execute the "Attachment A", amended service request approval forms.

Analysis:

1. On May 27, 2014, the Los Angeles County Board of Supervisors approved the Renewal Agreement for Animal Care and Control Services for contract cities. On July 23, 2014, City Council approved a five-year contract agreement with the County of Los Angeles – Department of Animal Care and Control Services.

2. The renewal Agreement included an "Attachment A" that listed the FY 2014/2015 Billing Rates and required the City to identify its required Level of Service. Based on City's past practice, the City opted for the Standard Service Plan.

3. The Billing Rates listed in "Attachment A" of the current contract and listed below are to be readjusted by the County annually and will be in effect on the first day of July each year. The increase or decrease will reflect the cost of service in accordance with the County's policies and procedures for the determination of such rate as adopted by the County Board of Supervisors.

4. In June 2015, the County of Los Angeles notified contract cities that it retained a consultant, MGT of America, Inc. (MGT), to analyze cost recovery methodology and provide recommendations for development of billing rates. MGT has identified that the Department methodology for identifying costs does not capture costs associated with the provision of veterinary services to all sheltered animals. Additionally, changing laws and community expectations have resulted in an increase level of service that has not been reflected in past billing rates. While the full capture cost for these services was determined to be a $12.00 increase per animal, per day; the County is only increasing the rate for contract cities to $28.79 per animal, which results in a $5.00 increase. The rate for the 10-day housing of observation animals will not result in a higher cost but remain the same.

The following table outlines the FY2014/15, FY2015/16, and FY2016/17 rates:

Service	FY2014/15	FY2015/16	FY2016/17
Kennel Services - dog and cat per day	$20.07	$23.79	$28.79
Kennel Services - other animals per day	$9.95	$11.23	$12.98
Kennel Services - observation per day	$24.08	$28.55	$28.79
Field Services per hour	$85.02	$86.43	$94.73
Dog license processing per license	$2.45	$2.58	$2.58
Dead animal disposal per animal	$12.84	13.74	$14.69
Animal License Field Enforcement	$67.34	$70.10	$64.22
Liability Trust Fund (applied to Field Services)	4%	4%	4%

5. Sufficient funds have been budgeted under Public Works Contracts Account No. 01-52-521-42353-0000 in the amount of $30,000 for FY2016/17.

6. Staff has reviewed "Attachment A", and found it to be satisfactory and acceptable. The City Attorney has reviewed and approved the "Attachment A", amended service request approval forms, for Animal Control and Care.

Fiscal Impact: _____ (Initial of CFO) See Note 5.

Legal Impact: Electronically Approved by Fred Galante (Initial of Legal Counsel) See Note 6.

Prepared By: Elizabeth Rodriguez, Interim Management Analyst, (626) 430-2211.
Reviewed By: William K. Tam, Public Works Director/City Engineer, (626) 430-2212

_____
John Davidson, City Manager

Attachments: Amended "Attachment A" of the City-County Animal Care and Control Services Agreement

ATTACHMENT A

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL

AND

THE CITY OF

IRWINDALE

FISCAL YEAR 2016-17 SERVICE LEVEL REQUEST

Part One: Billing Rates for the period July 1, 2016, through June 30, 2017

Kennel Services*	
Dog and Cat per day	$28.79
Other animals per day	$12.98
Dog license processing per license	$ 2.58
Dead animal disposal per animal	$14.69
Field Services per hour	$94.73
Animal License Field Enforcement per hour	$64.22
Liability Trust Fund (applied to **Field Services** and **Animal License Field Enforcement** hourly amounts **only**)	4%

Part Two: Annual/Amended Service Request Approval

John Davidson		
Authorized Representative (Printed Name)	Authorized Signature (Signature)	Date

City Manager	(626) 430-2217
Title	Telephone Number

Part Three: Annual Service Level

Standard Shelter Services:

Full Service - All animals acquired in the field, within the boundaries of the City or determined to have originated within the boundaries of the City, may be impounded at a County animal care center. Impounded animals will be vaccinated and provided medical care, food, and shelter. The animal's picture will generally be posted on the Department's website to assist residents in reclaiming a lost or missing pet. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center are scheduled at the discretion of the Department. **See Part One for the associated shelter services billing rates. Primary animal care center*: Baldwin Park Animal Care Center**

*The Department shall take reasonable action to shelter all animals at this location. There may be circumstances in which the Department must shelter animals at an alternate location. In general, such sheltering shall be temporary and animals shall subsequently be transferred to the primary animal care center.

Contract cities are charged for the first five days of care for animals impounded within the city's jurisdiction. If an animal leaves our care earlier for any reason, cities will be charged based upon the actual number of days (1-4). If an animal is redeemed, the redemption fees collected from owners will be credited to the city up to the maximum number of days that would otherwise be billed. The County assumes liability and disposition of these animals after five days with the exception of animals held as a result of a seizure or criminal case, abandoned animals, observation animals (quarantine), potentially dangerous or vicious dogs, and return to owner animals.

Below are the kennel services maximum number of days billed and the description:

*Kennel Services Description	Maximum number of days billed
Kennel Services: Stray or relinquished animals.	5 days
Private Veterinarian: If the owner is unable to be located and the injury or condition is life threatening and the scene of the incident is not in the vicinity of a County animal care center, or if the medical staff at the animal care center are not available, the animal will be taken to the nearest private contract veterinarian. Cities will be charged for the private contracted veterinarian visit.	5 days
Observation Animals: Animal bite that causes any penetration of the skin by teeth which requires a bite report be taken and the animal quarantined. The animal will be placed in quarantine confinement and observed for ten (10) days minimum from the date of the bite at the discretion of the Department of Veterinary Public Health.	10 days
Return to Owner Animal: The owner or person entitled to the custody of any animal impounded can redeem such animal by paying impound and boarding fees accruing up to the time of such redemption.	10 days
Abandoned Animals: Hold at least fifteen (15) calendar days; determine whether the owner had an agreement with someone to care for the animal in their absence, post a Form 58 (Notice of Impoundment) at the premises for the owner if they return, and mail a registered or certified letter to the last address	15 days
Special Intake: Animals that are Confiscated, Court Case, Police Request, Owner Arrested, Potentially Dangerous or Vicious Dog	Unlimited days

Field Services:

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10 - Animals, and all amendments, except as otherwise agreed to by the parties in this Service Level Request.

- ☒ Standard Service Plan - Includes answering calls for service (24 hours per day, daily); dispatching or assigning field staff; and performance of duties in the field based on priority, location, and availability of staff.

- ☐ Limited Standard Service Plan:

  - Daily between the hours of ____ (a.m./p.m.) and ____ (a.m./p.m.)
  - Weekend days and holidays
  - Emergency Services (specific to natural or manmade disaster)- As needed
  - Humane Investigations and Prosecution - As needed

  City's Animal Care and Control contact information:
  Department Name: _____
  Telephone: _____
  Address: _____
  _____

- ☐ No Field Services

Outreach and Enforcement Services:

County will enforce the fees set forth in Los Angeles County Code Section 10.90.010 et seq. unless the City provides an alternate fee schedule approved by the City and provided to the County.

Animal License Field Enforcement

License Enforcement Services - Provides for dedicated staff to perform license enforcement activities (issuing new licenses, license renewals, collecting delinquency charges and other fees) in the field.

- ☐ Authorized Animal License Enforcement Services
  - County and City shall subsequently agree to the time and scope of this service.
    - Note: All license enforcement revenue collected will be contributed toward offsetting the cost of services.

- ☒ No Animal License Enforcement Services

Animal Facility Licensing

Animal Facility Licensing Services - Provides for dedicated staff to perform animal facility inspection and licensing to any lot, building, structure, enclosure, or premises for any animal related business or organization which is required to be licensed. The animal facility licensing staff inspects animal related facilities annually and when otherwise necessary, to ensure the health and safety of the public and animals. Businesses are provided a letter grade based on the results of the inspection. Animal facility licenses are generally valid for one year from the date of issue. The Department will inspect animal facilities and any revenues collected will offset services.

☐ Animal Facility Licensing (Licensing and Inspection/Grading Services)

☒ No Animal Facility Licensing

Clinic(s)

In addition to the vaccination and licensing services provided in all County animal care centers, the city may request the following additional services in its jurisdiction by checking the applicable box(es):

- ☐ Request County to provide or arrange for vaccination clinic(s) in its jurisdiction;
- ☐ If a vaccination clinic(s) is/are requested by checking the box above, the City also requests County to provide personnel to license animals during the vaccination clinic.
- ☒ No Vaccination or Licensing Clinics Services

Part Four: License Information (required if the Department manages City licensing)

Standard Licensing Services:

License renewal notices are mailed or transmitted to the animal owner of record, the renewal and payment is received and processed annually on a fee-per-license basis. Licenses will be required before an animal will be released to a resident of a City participating in the Standard Licensing Services program. Fees from licenses collected will be credited to the City monthly in arrears.

☒ City has adopted the license fees outlined in Title 10 of the Los Angeles County Code

Altered Dog	$ 20.00	Altered Cat	$ 5.00
Unaltered Dog	$ 60.00	Unaltered Cat	$ 10.00
Senior-owned* Dog	$ 7.50	*Senior age is defined as 60 years.	
Delinquency Charge	$ Equal to Amount of License		

Delinquency Charge applies after: 10 days

Field Enforcement Fee $ 40.00 (licensing initiated in the field)

☐ City has adopted the following license fees:

Altered Dog	$_____	Altered Cat	$_____
Unaltered Dog	$_____	Unaltered Cat	$_____
Senior-owned* Dog	$_____	Senior-owned* Cat	$_____
_____	$_____	_____	$_____

*Senior age is defined as ____ years.

Delinquency Charge $_____

Delinquency Charge applies after: ____ days.

Field Enforcement Fee $_____ (licensing initiated in the field)

Current license fees adopted by the City on _____, 20_____.

☐ No Animal Licensing Services

Spay/Neuter Trust Fund:

The City may elect to contribute $5.00 per altered and unaltered dog licenses to the Spay/Neuter Trust Fund. The Spay/Neuter Trust Fund will allow the Department to offer a low cost spay/neuter program for the City's residents who wish to have their pets spayed or neutered but cannot afford the surgery. Once residents are qualified, Department staff will work with animal care center veterinary clinics as well as mobile veterinary clinics to assist qualified residents in obtaining spay/neuter services in an area near them. Indicate preference by checking one of the following boxes:

- ☐ Participate in the mandatory Spay/Neuter Trust Fund
- ☒ No participation in the mandatory Spay/Neuter Trust Fund

Part Five: Animal Regulations/Enforcement (required for ALL services provided by the Department)

The City hereby agrees to the enforcement of Title 10 as indicated below. Check one of the following boxes regarding Title 10 Enforcement.

- ☐ City agrees to the enforcement of Title 10 with no exceptions
- ☒ The County will provide services in accordance with the provisions of Title 10, Animals of the Los Angeles County Code, and all amendments thereto, City agrees to the enforcement of Title 10 with the following exception(s):
  - ☒ Mandatory spay and neutering and microchipping of dogs and cats
  - o Animal license fee (**Part 4: Standard Licensing Services**)
  - ☒ Numbers of dogs ____ and cats _____ allowed per household

Record

Upon reasonable notice, the Department shall make available to authorized representatives of the City of Irwindale, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to this Agreement. The City of Irwindale shall ensure such records are handled in a manner consistent with all applicable privacy laws and all related to public records, including, but not limited to the Public Records Act (Government Code § 6250 et. seq.).

Part Six: Contact Information

Primary Contact

Name: William K. Tam
Title: Public Works Director/City Engineer
Address: 5050 N. Irwindale Ave.
Irwindale, CA 91706
Telephone: (626) 430-2212
E-mail: wtam@irwindaleca.gov

Alternate Contact

Name: Elizabeth Rodriguez
Title: Interim Management Analyst
Address: 5050 N. Irwindale Ave.
Irwindale, CA 91706
Telephone: (626) 430-2211
E-mail: erodriguez@irwindaleca.gov

Attachment B

Los Angeles County
Department of Animal Care and Control
Description of Services Provided

Field Services

Resources dedicated to providing quality animal care services in the field. Activities involve field officers performing a variety of tasks utilizing appropriate equipment. These tasks include:

- Immediate response to vicious/dangerous animals that pose a public safety threat;
- Capture and impoundment of stray domestic animals;
- Impoundment of animals surrendered by their owners;
- Removal of dead land animals (limited to a maximum of 150 pounds) from public and private property;
- Enforcement of all animal related ordinances and State laws including leash laws, animal cruelty laws, dangerous/vicious dog enforcement, and the keeping of wild or exotic animals;
- Investigate Potentially Dangerous and Vicious Dog cases; prepare appropriate petitions; and conduct administrative hearings, consistent with state and county laws;
- Rescue of ill, injured or abused animals;
- Enforcement of animal nuisance complaints such as barking dogs and leash law violators;
- Assist local law enforcement with their cases when animals are involved, such as the service of search warrants and impounding animals belonging to persons taken into custody;
- Emergency response to fires, earthquakes, floods and other natural or manmade disasters to rescue animals from harm;
- Maintain 24 hour dispatch and call center to receive calls for service and dispatch them to officers for field response; and

Shelter Services

Represents services dedicated to providing a comfortable and safe environment to shelter animals. Shelter services include:

- Providing food, water, shelter medical care for impounded animals;
- Holding stray animals and attempting to reunite them with their owners;
- Finding new adoptive homes for domestic animals;
- Working with wildlife rehabilitators to rescue sick and injured wildlife;
- Providing emergency sheltering to animals displaced by wildfires or other disasters;
- Spay and neuter services for all dogs and cats pursuant to State law
- Performing surgeries to make animals more adoptable
- Euthanizing sick, injured, dangerous, feral or un-adopted animals;
- Quarantine and observation of animals for rabies;
- File annual reports to the State of California as required by law;
- Disposal of dead animals;
- Maintain website of lost and surrendered animals so owners may locate their lost animals and potential adopters may find a new pet; and
- Maintain regular hours of operation for the public.

Licensing

Represents resources for providing the issuance and processing of licenses. This function includes:

- Issuance of animal licenses to animals that have been vaccinated against rabies;
- Processing license applications, payments, and information changes;
- Issuing license renewal notices;
- Assessing and collecting fees, penalties and other financial remittances; and
- Maintenance of animal licensing database

Animal Licensing Field Enforcement

Represents services dedicated to providing field enforcement for animal license compliance. This program includes:

- Neighborhood field enforcement of animal licensing and other State and local laws and ordinances;
- Issuing citations to violators of animal licensing ordinances; and
- Collecting license revenue

Animal Facility Licensing

Represents the process to issue and enforce licenses provided to private businesses involved in regulated activities related to animals. This program includes:

- Annually inspect and license animal facilities such as pet shops, breeders, animal menageries, grooming parlors and all other places where animals are maintained for profit or business activities; and
- Issue grades to facilities, similar to the Los Angeles County Public Health Department's Restaurant Grading System

Vaccination and Microchip Clinics

Represents resources to provide vaccines and microchips, including:

- Provide low cost vaccinations and microchips;
- Staff with medical personnel and necessary support staff;
- Assist jurisdictions in promoting community based clinics; and
- Provide regular clinics at each Los Angeles County Animal Shelter

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL AND CONTROL
IRWINDALE - SERVICE LEVELS SCHEDULE

			Estimated Actual FY 15/16			Estimated FY 16/17		
City / Service Description	# of Animal	Unit	Billing Rates	# of Unit	* Cost Amount	** Billing Rates	# of Unit	* Cost Amount
Irwindale								
Kennel Housing - Dog & Cat	98	Days	$ 23.79	504	$ 11,990	$ 28.79	504	$ 14,510
Kennel Housing - Other Animals	5	Days	$ 11.23	9	$ 101	$ 12.98	9	$ 117
Special Care Housing	10	Days	$ 28.55	41	$ 1,171	$ 28.79	41	$ 1,180
Disposal of Dead Animals		Each	$ 13.74	54	$ 742	$ 20.28	54	$ 1,095
Private Vet	8	Each	Varies		$ 945	Varies		$ 945
Field Services		Hours	$ 86.43	160	$ 13,829	$ 94.73	160	$ 15,157
Animal License Enforcement Services		Hours	$ 70.10		$ -	$ 64.22		$ -
Liability Insurance (4% Field and Animal License Enforcement Services)					$ 553			$ 606
License Processing Fee		Licenses	$ 2.58	86	$ 222	$ 2.58	86	$ 222
Redemption Fee					$ (2,522)			$ (2,522)
License/Penalty Fee Credits					$ (3,203)			$ (3,203)
Total City Net Cost					**$ 23,828**			**$ 28,108**

* Service Levels Schedule is an estimate only (based on the current fiscal year 10 months actual) and is for your reference. City is liable for actual cost.
** FY 16/17 Billing Rate approved by Los Angeles County Auditor-Controller to be effective on July 1, 2016

COUNCIL AGENDA
ITEM IM

DEC 14 2016

AGENDA REPORT

Date: December 14, 2016

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: APPROVE A RESOLUTION TO ADOPT A COMPLETE STREETS POLICY

City Manager's Recommendation:

That the City Council adopt Resolution No. 2016-84-2898 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING A COMPLETE STREETS POLICY FOR ESTABLISHING GUIDING PRINCIPLES AND PRACTICES SO THAT TRANSPORTATION IMPROVEMENTS ARE PLANNED, DESIGNED, CONSTRUCTED, OPERATED AND MAINTAINED TO INTEGRATE WALKING, BICYCLING, TRANSIT, EMERGENCY, AND MOTOR VEHICLE USE WHILE PROMOTING SAFE AND EFFICIENT OPERATIONS FOR ALL USERS".

Analysis:

1) "Complete Streets" describes a comprehensive integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, and movers of commercial goods.

2) The Complete Streets Act, AB 1358, was passed in 2008 and it requires cities and counties to include Complete Streets policies as a part of their General Plans. Since the passage of this Act, there were several related policies put in place in 2013 by the State legislature that form the California Complete Streets Policies in guiding cities and counties to establish the principles and practices so that transportation improvements are planned, designed, constructed, operated and maintained to integrate walking, bicycling, transit, emergency, and motor vehicle use while promoting safe and efficient operations for all users.

3) In order to support regional transportation goals and achieve a safer and more sustainable transportation system, the Los Angeles County Metropolitan Transportation Authority (LACMTA) requires that all local cities and counties adopt a Complete Streets Policy or an adopted

General Plan consistent with the Complete Streets Act of 2008 in order to be eligible for future LACMTA capital grant funding programs.

4) The Complete Streets policies have been adopted by most local jurisdictions, including the United States and California Department of Transportation. In order to be eligible for capital grant funding from LACMTA, Irwindale is required to adopt by resolution a Complete Streets Policy that included all the recommended elements as in the national Complete Streets Coalition elements of an ideal complete streets policy.

5) As such, it is to the benefits of the City to have a Complete Streets policy to (1) guide the establishment of the principles and practices so that transportation improvements are planned, designed, constructed, operated and maintained to integrate walking, bicycling, transit, emergency, and motor vehicle use while promoting safe and efficient operations for all users; and (2) be eligible for receiving capital grant funding from LACMTA. Since the City's transportation improvements are administrated by the Public Works Department, the Public Works Director shall be authorized to determine any exceptions to the implementation of this policy for individual projects.

6) In accordance with Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended action does not constitute a project and, therefore, is not subject to the requirements of CEQA.

Fiscal Impact: _____ (Initial of CFO) None.

Legal Impact: Electronically Approved by Fred Galante (Initial of Legal Counsel) None.

Report prepared by: William Tam, Public Works Director/City Engineer
Phone: (626)430-2252

_____
John Davidson, City Manager

RESOLUTION NO. 2016-84-2898

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING A COMPLETE STREETS POLICY FOR ESTABLISHING GUIDING PRINCIPLES AND PRACTICES SO THAT TRANSPORTATION IMPROVEMENTS ARE PLANNED, DESIGNED, CONSTRUCTED, OPERATED AND MAINTAINED TO INTEGRATE WALKING, BICYCLING, TRANSIT, EMERGENCY, AND MOTOR VEHICLE USE WHILE PROMOTING SAFE AND EFFICIENT OPERATIONS FOR ALL USERS

WHEREAS, the term "Complete Streets" describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, and movers of commercial goods; and

WHEREAS, the City of Irwindale recognizes that the planning and coordinated development of Complete Streets infrastructure provides benefits for local governments in the areas of infrastructure cost savings; public health; and environmental sustainability; and

WHEREAS, the City of Irwindale acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation by walking, bicycling, and public transportation; and

WHEREAS, the State of California has emphasized the importance of Complete Streets by enacting the California Complete Streets Act of 2008 (also known as AB 1358), which requires that when cities or counties make substantive revisions to the circulation elements of their general plans, they identify how they will provide for the mobility needs of all users of the roadways, as well as through Deputy Directive 64, in which the California Department of Transportation explained that it "views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system"; and

WHEREAS, the California Global Warming Solutions Act of 2006 (known as AB 32) sets a mandate for the reduction of greenhouse gas emissions in California, and the Sustainable Communities and Climate Protection Act of 2008 (known as SB 375) requires emissions reductions through coordinated regional planning that integrates transportation, housing, and land-use policy, and achieving the goals of these laws will require significant increases in travel by public transit, bicycling, and walking; and

WHEREAS, numerous California counties, cities, and agencies have adopted Complete Streets policies and legislation in order to further the health, safety, welfare, economic vitality, and environmental wellbeing of their communities; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro), through its Metro Complete Streets Policy, requires that all jurisdictions address

complete streets policies at the local level through the adoption of a complete streets policy resolution, which should include the "Elements of an Ideal Complete Streets Policy" developed by the National Complete Streets Coalition, or through a general plan that complies with the California Complete Streets Act of 2008 to be eligible for Metro Capital Grant funds; and

WHEREAS, the City of Irwindale therefore, in light of the foregoing benefits and considerations, wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe and convenient travel for all users while preserving flexibility, recognizing community context, and using design guidelines and standards that support best practices; and

WHEREAS, in accordance with Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended action does not constitute a project and, therefore, is not subject to the requirements of CEQA.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council of the City of Irwindale adopts the Complete Streets Policy attached hereto as Exhibit A, and made part of this Resolution, and that said exhibit is hereby approved and adopted.

SECTION 2. That the next substantial revision of the Irwindale General Plan circulation will incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358) and with the Complete Streets Policy adopted by this resolution.

SECTION 3. That the City Council of the City of Irwindale authorizes the Public Works Director/City Engineer to determine exceptions to the implementation of this policy for individual projects.

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

PASSED, APPROVED and ADOPTED this 14th day of December, 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. 2016-84-2898 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of December 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Laura M. Nieto, CMC
Deputy City Clerk

Exhibit "A"

Complete Streets Policy

GUIDING PRINCIPLES:

- Complete Streets are roadways designed to safely and comfortably accommodate all users, including, but not limited to motorists, cyclists, pedestrians, transit and school bus riders, delivery and service personnel, freight haulers, and emergency responders. "All users" includes people of all ages and abilities.
- Each phase in the life of a roadway, including planning, funding, designing, constructing, reconstructing, operating, repairing and maintaining new and modified streets, will integrate all transportation modes into the roadway.
- Sound engineering and planning judgment will produce context-sensitive designs that will account for the unique circumstances of different users, streets, neighborhoods, and activity centers.
- The transportation network will be planned and constructed as a well-connected system that encourages multiple connections to destinations, which will include partnering with other agencies and organizations as appropriate.
- Complete Streets will be achieved through broad planning measures, through single projects, incrementally through a series of smaller improvements, and/or through maintenance activities.

DESIGN:

- Whenever modifications are made to streets, Complete Streets features will be considered and incorporated.
- Street improvements shall include facilities and amenities that are recognized as contributing to Complete Streets. Such improvements may include street and sidewalk lighting, sidewalk and pedestrian improvements such as wider sidewalks, parkways, median refuges or crosswalk improvements, improvements that provide Americans with Disabilities Act (ADA) compliant accessibility, transit accommodations and access at train stations, shared use lanes and bike lanes, and landscaping, street furniture and drainage facilities.
- The application of design standards will be flexible to permit context-sensitive design, fitting the roadway design within the context of the neighborhood, recognizing that all streets are different and user needs must be balanced.
- Design standards shall include performance measures for tracking the progress of the implementation of Complete Streets projects, such as miles of walking or bike paths, and/or complete streets features added.

EXCEPTIONS:

- A project involves only ordinary or emergency maintenance activities designed to keep assets in serviceable condition such as mowing, cleaning, sweeping, spot repair, concrete joint repair, pothole filling, or when interim measures are implemented on temporary detour or haul routes.
- The Public Works Director/City Engineer may exempt a project due to excessive and disproportionate cost of establishing a bikeway, walkway, transit, or other enhancement as part of a project.
- The Public Works Director/City Engineer will determine if construction is not practically feasible because of significant or adverse environmental impacts, or due to impacts on neighboring land uses.

IMPLEMENTATION:

- Complete Streets elements, including those found in new design guidelines and those reflecting current best practices, will be considered when developing, modifying and updating City plans, manuals, rules, regulations and programs.
- The City will partner with Los Angeles County, Caltrans, the Los Angeles County Metropolitan Transportation Authority and the Southern California Association of Governments to implement Complete Streets, as applicable.
- The City will actively seek sources of appropriate funding to implement Complete Streets.
- The City on its next substantial revision of the Irwindale General Plan circulation element will incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358).

COUNCIL AGENDA
ITEM IN

DEC 14 2016

AGENDA REPORT

Date: *December 14, 2016*

To: *Honorable Mayor and Council Members*

From: *John Davidson, City Manager*

Issue: *Senior Nutrition Program Contract for Fiscal Year 2016-2017*

City Manager's Recommendation:

It is recommended that the City Council:

1. Approve Resolution No. 2016-67-2881, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING A CONTRACT SERVICES AGREEMENT WITH MORRISON MANAGEMENT SPECIALIST'S FOR THE SENIOR CENTER NUTRITION MEAL PROGRAM"**, reading by title only and waiving further reading thereof; and
2. Authorize the City Manager to execute the contract in the amount of $37,538.00 with Morrison Management Specialist's, subject to approval as to form by the City Attorney.
3. Authorize the issuance of a Purchase Order to Morrison Management Specialist's in the amount of $37,538.00.

Analysis:

Morrison Management Specialist's has been providing the Irwindale Senior Center with a Senior Nutrition Program since 2003. The Senior Nutrition program consists of lunches provided Monday – Friday, except when there is a special event and the monthly birthday breakfast. There are approximately 40-45 seniors served at the Senior Center and an additional 10-12 homebound senior meals delivered.

Due to the timing of the retirement of the previous Senior Center Coordinator, bids for this service were unable to be obtained prior to the start of Fiscal Year 2016-2017. In order to ensure that there were no disruptions to this program, Morrison has continued to provide lunches on a daily basis at the request of staff. The Irwindale Municipal Code Chapter 3.44.080 H. provides that the Council may dispense with bidding if it is in the best interest of the City. Due to the continuity of services provided and to guarantee that healthy and nutritious lunches are available at the Irwindale Senior Center, staff is requesting that the Council waive the formal bidding requirement for this contract. Waiving bidding requirements is further warranted given the relatively low cost of the services compared to the expense and time of having to pursue a bidding process

The attached proposed contract for services to be provided during Fiscal Year 2016-2017 totals $37,538.00. Services for the months of July – November have already been

rendered, therefore it is necessary for the Council to retroactively approve the contract and issuance of the Purchase Order. Services rendered from July 2016 – November 2016 were billed at a cost of $3.25 per meal for 50 meals per day, for a total of $15,112.50. Meals provided during the month of December 2016 - June 2017 will be billed at $3.45 per meal for 50 meals per day, for a total of $22,425.00.

Fiscal Impact: _____ (Initial of CFO)

Funds for this contract have been appropriated in the Fiscal Year 2016-17 budget.

Legal Impact: *approved electronically on 12/8/16* (Initial of Legal Counsel)

Prepared By / Contact Person: Eloise Beltran, Senior Center Coordinator.

Phone: (626) 430-2286

_____
John Davidson, City Manager

Attachment(s)

1. RESOLUTION NO. 2016-67-2881, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING A CONTRACT SERVICES AGREEMENT WITH MORRISON MANAGEMENT SPECIALIST'S FOR THE SENIOR CENTER NUTRITION MEAL PROGRAM".

2. City of Irwindale Contract Services Agreement for Senior Center Nutrition Meal Program

RESOLUTION NO. 2016-67-2881

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING A CONTRACT SERVICES AGREEMENT WITH MORRISON MANAGEMENT SPECIALIST'S FOR THE SENIOR CENTER NUTRITION MEAL PROGRAM

WHEREAS, the City of Irwindale ("City") Senior Center established a senior nutrition lunch program in 2003; and

WHEREAS, the estimated annual cost to provide this program in fiscal year 2016-2017 is $37,538.00; and

WHEREAS, in accordance with Resolution 2009-04-2362 contracts of $20,000.00 or more are required to adhere to the formal bid process, however the Irwindale Municipal Code Chapter 3.44.080 H. provides that the City Council may determine by resolution that it would be in the best interest of the city to dispense with bidding; provided, however, that the city council state the basis of; and

WHEREAS, the former Senior Center Coordinator was unable to obtain quotes prior to retiring from the City and in order to ensure that meals are prepared and readily available on a daily basis at the Senior Center, the existing Senior Center Coordinator desires to continue services with Morrison Management Specialist's ("Morrison") for the remainder of the fiscal year and requests the City Council to waive the formal bidding process; and

WHEREAS, Morrison has provided nutritious meals to the Irwindale Senior Center since 2003 – approximately 40-45 seniors are served at the Senior Center and an additional 10-12 homebound meals are delivered Monday – Friday.

NOW, THEREFORE, the City Council of the City of Irwindale does hereby find and determine as follows:

SECTION 1. The City Council approves the Contract Services Agreement for Senior Center Nutrition Meal Program with Morrison, subject to approval as to form by the City Attorney's office and waives the formal bid process pursuant to IMC Section 3.44.080 H.

SECTION 2. A purchase order issued to Morrison in the amount of $37,538.00 is retroactively approved to July 1, 2016 for the Senior Center Nutrition Meal Program.

SECTION 3. The Deputy City Clerk shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

SECTION 4. The City Manager and/or any authorized officers are hereby authorized to take such actions, perform such acts as may be necessary to implement this Resolution.

PASSED, APPROVED, AND ADOPTED this 14th day of December 2016.

Mark A. Breceda, Mayor

ATTEST

Laura M. Nieto
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. 2016-67-2881 was adopted at a regular meeting of the City of Irwindale held on December 14, 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, Deputy City Clerk
City of Irwindale

CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR
SENIOR CENTER NUTRITION MEAL PROGRAM

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of December, 2016, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and Morrison Management Specialist's Inc., dba Morrison Health Care, Inc. (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a 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. Consultant 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 the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of THIRTY-SEVEN THOUSAND FIVE HUNDRED THIRTY-EIGHT Dollars ($37,538.00) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts.

Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is

justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Nader Poursadeghi, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. John Davidson, City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant 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 City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required

herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and

volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City , either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and

expenses, including legal counsel's fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory

claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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

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

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

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant 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, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant 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, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 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 and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave., Irwindale CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 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.

8.5 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting 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.

8.7 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 any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 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.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 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. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

_____

Mark A. Breceda, Mayor

ATTEST:

_____

Laura M. Nieto, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

Fred Galante, City Attorney

CONSULTANT:

_____

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'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 CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

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NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

DELIVERY

a) The meals shall be delivered as follows:

Meal Location	Approx. # of Meals	Time Food Preparation Completed	Time Food Leaves The Kitchen	Time Food Arrives at the Site
Irwindale Senior Citizen Center	50 / day	10:00 a.m.	10:15 a.m. – 10:30 a.m.	11:15 a.m. – 11:30 a.m.

b) The Contractor reserves the right to add or delete meal sites or designate alternate meal locations, as appropriate, subject to approval by the Administration on Aging.

c) The Contractor may change the number of meals to be delivered to any of the meal locations by notifying the Subcontractor by 2:00 p.m. of the day prior to delivery.

d) The Subcontractor shall deliver the meals no more than 60 minutes prior to or 30 minutes after the agreed upon serving time.

e) Box lunch delivery time may be as early as 9:00 a.m., as long as appropriate holding facilities are available for perishable food items and meals are transported under appropriate packing, heating and cooling temperature requirements.

f) Foods for congregate meals shall be served by Contractor within two (2) hours after food preparation has been completed.

DELIVERY SERVICE SPECIFICATIONS

a) Meals are to be delivered in (bulk / individual) pre-packed servings.

b) The Subcontractor shall supply the following food service items:

ITEM	SPECIFICATIONS
Disposable Plates	Rectangular 5 Compartment
Disposable Bowl	8 oz. soup bowl
Disposable Flatware	Bulk pack, good quality
Napkins	Dinner size, good quality
Table Coverings	Paper Placemats

OTHERS:

Gloves	Plastic - disposable
Wrapped Straws	Plastic - disposable

Boxes or bags needed for box lunches

CONCEPT AND METHOD OF SERVICE PROPOSED

MEETING MEAL REQUIREMENTS

Morrison Management Specialists agrees to purchase, receive and store all food and supplies and prepare all food according to your bid specification from the City of Azusa production facility at 740 North Dalton Avenue, Azusa, CA (based upon mutual agreement of all parties). In the event it becomes necessary meals will be provided from our central kitchen at 1605 Eastlake Avenue, Los Angeles, CA.

Morrison will meet the broad spectrum of regulations and statutes appropriate to the conduct of Nutrition Programs for the elderly as promulgated by the United States Department of Health and Human Services and administered by the Administration on Aging, the California Department of Aging, and the local Area Agency on Aging.

Morrison will provide a nutritious meal to meet at least one third of the recommended Daily Allowances for adults 51 years old and older as established by the Food and Nutrition Board of the National Academy of Sciences National Research Council. An approved cycle menu will be adhered to including allowable substitutions. The special needs of the elderly are considered in all menu planning, food selection and meal preparation. A food preference survey will be conducted periodically to help ensure variety, religious, ethnic, cultural, or regional preference of the majority to be incorporated into the menu.

All food will be prepared fresh daily at the production site. All HACCP and health regulations concerning food purchase, storage, and preparation will be observed. All raw food used in the preparation of meals will be of high quality and food standards will continue to meet or exceed current specifications.

All equipment used in the preparation of food will meet standards set by the State Board of Health and are approved by the National Sanitation Foundation.

In case of an emergency, arrangements will be formulated through Morrison Management Specialists and the Senior Citizen Coordinator to provide a balanced meal. The program will be reimbursed for any out-of-pocket expenses incurred when replacing part or all of a meal that is not edible due to improper preparation and / or handling.

An emergency plan has been developed, and is on file in our offices. It outlines the procedures to provide your seniors and staff with nutritious meals in the event of a variety of emergency situations.

MEAL PRODUCTION CAPABILITY

Morrison has the capacity to produce well in excess of the 16,250 maximum estimated annual meals from the production facilities at the City of Azusa Senior Center or Morrison's central kitchen.

Our staff is aware of the unique needs of the Senior Nutrition Programs and can produce, all the lunch and dinner congregate and home delivered meals and individually cold or frozen meals you require.

Special holiday meals will be provided for senior participants based on your counts and specifications. Prior to the holiday or at the beginning of the contract year our staff will meet with you to discuss menus and any other suggestions you may have to help make the holiday special for your seniors.

Morrison's at Central Satellite Programs also has extensive catering experience and we will be happy to assist you with any special functions you might hold throughout the year.

Should you require food service at times other than those specified in the RFP, we will do our best to address your needs.

Morrison Management Specialists specializes in contract food service. In fact, it is our only business. From our facilities in the greater Los Angeles area we serve 13 other Senior Nutrition Programs with a total of over 4,000 meals per day.

Morrison will keep accurate sales and procurement records related to sales covered by the contract. All records will be kept by the Accounting Department in Mobile, Alabama.

These records will be kept on file for a minimum of three (3) years after the end of the Federal fiscal year to which they pertain. Meal delivery tickets are provided daily for sales records. Weekly and end of the month invoices will be prepared and forwarded to the Senior Citizen Coordinator's office no later than 2 working days following the end of the billing period.

Payment must be made to Morrison, as provided at Exhibit "C". Failure to make timely payments will result in an interruption of services until payment is received.

Every effort will be made to encourage good communication between Morrison Management Specialists and all representatives of the City of Irwindale Senior Citizen Nutrition Program, Morrison's flexibility and responsive attitude has been clearly demonstrated in handling various situations. You can be assured of our commitment to the City of Irwindale Senior Citizen Nutrition Program to provide the very best in quality meals through our management expertise.

MEAL DELIVERY TICKET

All food temperatures will be recorded at the end of production/packing using the attached Meal Delivery Ticket. Any deviant food temperatures will be addressed and corrected at that time.

Records of food temperatures will be kept on file in our production facility for inspection.

The use of these monitoring systems, along with our in depth in-service program will help assure the meals you provide to your senior participants are of the best quality and value

Foods are handled throughout the production process according to acceptable food handling, safety and sanitation practices. All foods are prepared according to proven, time-tested recipes. HACCP guidelines have been individualized for each recipe.

Occasionally, even under the best of circumstances, problems occur. We will do our utmost to rectify the problem should you receive a food shortage or receive foods at an unacceptable temperature.

Morrison Health Care, Inc MI DELIVERY TICKET Agency:

Week: 6 1

DAY: FRIDAY DATE: 9/1/2002 Site Name: Irwindale

Driver's Name: _____

TRUCK - Left Kitchen at: _____ Arrived at Site: _____ Serving Time: _____

Did delivery exceed two(2) hours? _____ Yes _____ No

Total number of Senior Signatures: _____

Meal Counts	ORDERED	RECEIVED	Served	Left-over
CONGREGATE				
Other				
HDM - Hot				
HDM - Frozen				
HDM - Snack				

NEXT DAY'S ORDER

Meals: _____ **Milk:**

_____ Low Fat _____

_____ Non Fat _____

_____

All "HOT" foods have to be above 170 F when loaded

TODAY'S MENU

Hot Items	Serving Instructions		Caterer Kitchen Loading Information		Site Information		
	Port. size	serv. inst.	Amount sent	Temperature	Amount Received	Food Temperature Arrival	Serving
Tomato Bisque	6 oz.	ladle	_____ X _____	_____	_____	_____	_____
Baked Fish	1.ea=3.oz	tong	_____ X _____	_____	_____	_____	_____
Summer Veg	2.oz	spoon	_____ X _____	_____	_____	_____	_____
ashed Potatoes	1/2.cup	#8sooop	_____ X _____	_____	_____	_____	_____
			_____ X _____	_____	_____	_____	_____
Harvard Beets	1/2.cup	spoodle					
			Kitchen Management - Initial		Site Manager - Initial		

Cold Items

All "COLD" foods have to be below 40 F when loaded

	Port. size	serv. inst.	Amount sent	Temperature	Received	Arrival	Serving
			_____ X _____	_____	_____	_____	_____
Mix G,Salad W/Spinach	1/2.cup	tong	_____ X _____	_____	_____	_____	_____
Canteloupe	1 sl. ea.	glove	_____ X _____	_____	_____	_____	_____
			_____ X _____	_____	_____	_____	_____
Wheat Bread	1 slice	glove	_____ X _____	_____	_____	_____	_____
Margarine	1 ea.	glove	_____ X _____	_____	_____	_____	_____
Milk	1 ea.						
			Kitchen Management - Initial		Site Manager - Initial		

Sample

elivered: Soup Cambros: _____ Coolers: _____ Pans: _____ Sheetpans: _____

Picked up: _____ _____ _____ _____

Supplies SENT/RECEIVED		COMMENTS-NOTES - SHORT-SUPPLY ORDER

CYCLE MENU

Morrison's proposal to provide senior nutrition food service for City of Irwindale Senior Citizen Nutrition Program is based on the use of our cycle menu (pending approval or similar menu). You will note that the menu includes many additional items and exceeds the minimum requirements listed by the Area Agency on Aging.

It has been our experience that while a menu that only meets the requirements may be adequate in terms of nutritional value, it does not normally appeal to the seniors. The result is decreased participation. The meal pattern and menu we are proposing has been well accepted by the seniors we have served in the past and has helped increase satisfaction and participation levels.

The menu is based on a 6-week cycle offering daily alternate entrees, soup or juice daily and bread daily. Weekly changes have been made to help eliminate repetition especially for those seniors who attend the site only on specific days of the week.

Menu Pattern: C-1 & C-2 **Week:** 5 **Agency Name:** Azusa, Claremont, El Monte, Pomona

Dates: Month of December

07/25/16-07/31/16	11/28/16-12/04/16	04/03/17-04/09/17
09/05/16-09/11/16	01/09/17-01/15/17	05/15/17-05/21/17
10/17/16-10/23/16	02/20/17-02/26/17	06/26/17-06/30/17

CERTIFIED 5/5/16 by COUNTY OF LOS ANGELES AREA AGENCY ON AGING

~~CHOICE~~ ENTRÉE

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Soup / Juice: ½ c = serving Indicate Vitamin C source with * must have daily		[=]Navy Bean Soup 6 oz Ladle		Vegetable Soup [No broccoli, cauliflower or carrots] 6 oz Ladle	Pineapple Juice ½ c= 4 oz.
Meat or Alternate: 3 oz. cooked edible protein. List portion size & components of mixed entrees	**Honey Mustard Chicken** 3 oz Chicken EP	**Steak Picado W/Tomato, Green Peppers & Onions** 3 oz beef 6 oz spoodle	**Rotisserie Chicken** 3 oz Chicken EP	**Beef Tips** 3 oz beef chunks 1 oz. LS Sauce 6 oz spoodle	**Baked Fish w/Crumb Topping** 3 oz Tilapia 1 oz Tartar sauce **Or** **Spinach Quiche** 2.5 oz egg & .5 oz cheese 1 sl = 1/6 pie
Grain or Bread: 1-2 servings ½ grains must be whole Indicate Portion Size	Whole Grain Bread 1 slice	Whole Grain Bread 1 slice	Biscuit 1 each *Trans fat free*	Orzo ½ c = 4 oz spoodle Whole Grain Bread 1 slice	Rice Pilaf (½ white / ½ brown rice) ½ c = 4 oz spoodle
Vegetables 1-2 Servings 1 serving = ½ cup OR 1 cup for leafy greens	Broccoli* ½ c = 4 oz spoodle	[=]Baked Potato 1 ea = ½ c tongs	Peas ½ c = 4 oz spoodle	Normandy Vegetables*** (broccoli, cauliflower, carrots) ½ c = 4 oz spoodle	[=]Winter Squash** ½ c = 4 oz spoodle
Vegetable/Fruit: *Vitamin A source must be served on 3 separate days /week indicate with **. If vegetable or fruit is used for vitamin A & C indicate with ****	[=]Spinach Salad** 1 c spinach = 2x4oz spoodle Creamy Italian Dr. 1 tsp.	Cucumber Salad ½ c = 4 oz spoodle	Garden Salad (romaine lettuce, tomato, mushrooms) 1 c = 2-4 oz spoodles Ranch Dr. 1 Tbsp	Sunshine Salad (orange gelatin, mandarin orange, celery) 2" x 2" sq = ½ c spatula	Coleslaw* 3/4 c = 4 oz. Spoodle
Dessert: List portion size No Trans Fat Limit Sweets 1 x/week	[=]Banana 1 med to = ½ c	[=]Citrus Cup* (orange, ¼ c mandarin, ¼ c P/A no grapefruit) ½ c = 4 oz spoodle	[=]Cantaloupe*** ½ c = 4 oz spoodle	Cinnamon Applesauce ½ c = 4 oz spoodle	Lemon Pudding ½ c-#8 scoop
Fortified[A&D] Milk: 8 oz. Lowfat or Nonfat	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz
Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces

Sodium
Potassium:

*** Vit C; ** Vit A; *** Vit A&C; [+] High Sodium; [=] High Potassium**

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Menu Pattern: C-1 & C-2 **Week:** 6 **Agency Name:** Azusa, Claremont, El Monte, Pomona

Dates:

08/01/16-08/07/16	12/05/16-12/11/16	04/10/17-04/16/17
09/12/16-09/18/16	01/16/17-01/22/17	05/22/17-05/28/17
10/24/16-10/30/16	02/27/17-03/05/17	

CDS CERTIFIED 5/5/16 by [illegible] RDN COUNTY OF LOS ANGELES AREA AGENCY ON AGING

CHOICE ENTRÉE

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Soup / Juice: ½ c = serving Indicate Vitamin C source wih * must have daily	[=]Orange Juice*	Corn Chowders 6 oz Ladle	[=]Split Pea Soup 6 oz Ladle		Apple Juice 4 oz. – ½ cup
Meat or Alternate: 3 oz. cooked edible protein. List portion size & components of mixed entrees	**BBQ Beef** 3 oz beef chunks 1 oz LS Sauce 4 oz spoodle	A.**Chicken Enchilada Casserole LS Sauce** 2.5 oz chicken, .5 oz cheese 2 = #8 scoops B. **Soft Chicken Tacos** 2.5 oz shredded chicken, .5 oz cheese - #8 scoop	**Roast Beef Sandwich** 3 oz beef 1 oz LS Sauce = 4 oz spoodle	**Hawaiian Chicken w/ Pineapple** 3 oz chicken EP 1 oz LS Sauce	A.[=]**Baked Fish w/Crumb Topping** 3 oz Tilapia, 1 oz LS Tartar Sauce **Or** B. **Open Faces Pulled Pork Sandwich** 3 oz roast pork
Grain or Bread: 1-2 servings ½ grains must be whole Indicate Portion Size	Macaroni Salad ½ c = #8 scoop	Seasoned Brown Rice ½ c = #8 scoop A.Corn Tortilla(1) in entrée B. Flour Tortilla(1 lg/2 sm)	Whole Grain Bread 2 slices ea	Whole Grain Bread 1 slice	Wheat Bread 1 slice
Vegetables 1-2 Servings 1 serving = ½ cup OR 1 cup for leafy greens	Seasoned Carrots** ½ c = 4 oz spoodle	[=]Pinto Beans LS ½ c = 4 oz spoodle	[=]Potato Salad ½ c – #8 scop Or scoop?	[=]Fresh Sweet Potato** To = ½ c = 4 oz spoodle	Green Beans ½ c = 4 oz spoodle [=]Mashed Potatoes ½ c = #8 scoop
Vegetable/Fruit: *Vitamin A source must be served on 3 separate days /week indicate with **. If vegetable or fruit is used for vitamin A & C indicate with ****	Cucumber Salad ½ c – 4 oz. Spoodle	Coleslaw* ¾ c - 6 oz spoodle	Lettuce & Tomato 1 sl each Spinach Salad** 1 c = 2 x 4 oz spoodle Italian Dr. 1 Tbsp	Romaine Salad (romaine lettuce, peppers, tomatoes) 1 c = 2-4 oz spoodles Ranch Dr. 1 tbsp	[=]Marinated Tomato Gr. Pepper & Onion Salad* ½ c = 4 oz spoodle
Dessert: List portion size No Trans Fat Limit Sweets 1 x/week	Pears ½ c = 4 oz spoodle	Banana *1 Medium = to ½ cup*	[=]Orange* *1 Medium = to ½ cup*	[=]Cantaloupe *** ½ c- 4 oz. Spoodle	Chocolate Chip Cookie 1 lg or 2 small Trans Fat Free
Fortified[A&D] Milk: 8 oz. Lowfat or Nonfat	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz
Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces

Sodium
Potassium:

FY 2016-17 4-22-16 5-2-16 5-5-16

*** Vit C; ** Vit A; *** Vit A&C; [+] High Sodium; [=] High Potassium**

County Menu Template Revised 11-14

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NEW MENU

Menu Pattern: C-1 & C-2 **Week:** 1 **Agency Name:** Azusa, Claremont, El Monte, Pomona

CERTIFIED 5/5/16 COUNTY OF LOS ANGELES AREA AGENCY ON AGING

Dates:

07/01/16-07/03/16 10/31/16-11/06/16 03/06/17-03/12/17
08/08/16-08/14/16 12/12/16-12/18/16 04/17/17-04/23/17
09/19/16-09/25/16 01/23/17-01/29/17 05/29/17-06/04/17

CHOICE ENTRÉE

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Soup / Juice: ½ c = serving Indicate Vitamin C source with * must have daily			[=]Lentil Soup 6 oz Ladle	LS Tomato Bisque Soup 6 oz. ladle	[=]Orange Juice* ½ c – 4 oz
Meat or Alternate: 3 oz. cooked edible protein. List portion size & components of mixed entrees	**Chicken Divan** 3 oz Chicken 1 oz LS Sauce 4 oz Spoodle	**A: Stuffed Pepper** 3 oz Gr Beef 1 oz LS Sauce **B: Meatloaf** 3 oz Gr Beef 1 oz LS Sauce	**Chicken Parmesan** [Breaded Chicken] 3 oz EP Chicken – not Ground 1 oz LS Sauce	**Beef Fajitas** 3 oz Beef Gr. Pepper & Onion ½ c = 4 oz spoodle	**[=]Baked Fish w/Crumb Topping** 3 oz Tilapia, Tartar LS Sauce 1 ea Or **Chili Egg Puff** 1 egg 1.5 oz Cheese ½ c LS cottage Cheese 2" x 2" SQ - Spatula
Grain or Bread: 1-2 servings ½ grains must be whole Indicate Portion Size	WG Bread 1 slice	**Wheat Bread** (1) slice	Whole Wheat Spaghetti ½ c = 4 oz. spoodle	Seasoned Brown Rice ½ c = #8 scoop Flour Tortilla (1)	**Wheat Bread** ½ c = 8 oz. spoodle
Vegetables 1-2 Servings 1 serving = ½ cup OR 1 cup for leafy greens	Squash Medley **(Zucchini, Yellow Squash)** ½ c = 4 oz spoodle	[=]Mashed Potatoes ½ c = #8 scoop	Broccoli* ½ c = 4 oz spoodle	**[=] Pinto Beans LS ½ c = 4 oz spoodle**	Yams** ½ c = 4 oz spoodle
Vegetable/Fruit: *Vitamin A source must be served on 3 separate days /week indicate with **. If vegetable or fruit is used for vitamin A & C indicate with ******	Hi "C" Combination Salad* **(3 Tbsp bell pepper, 2 Tbsp purple cabbage, 2 T. tomato, ½ cup Iceberg lettuce)** Italian Dressing 1 Tbsp 1 c = 2 x 4 oz. spoodles	Green Bean Salad LS ½ c = 4 oz spoodle	Carrot & Raisin Salad ** ½ c = #8 scoop	Coleslaw* ¾ c = #6 scoop	**Spinach Salad** 1 c = 2 x 4 oz spoodle Ranch Dressing 1 Tbsp
Dessert: List portion size No Trans Fat Limit Sweets 1 x/week	**Pineapple Chunks** ½ c = 4 oz. spoodle	**[=] Cantaloupe*** ½ c = 4 oz spoodle	[=] Banana 1 each = ½ c	Diced Pears ½ c- 4 oz. Spoodle	[=]Chocolate Pudding ½ c = #8 scoop No trans fat
Fortified[A&D] Milk: 8 oz. Lowfat or Nonfat	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz
Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces

Sodium
Potassium:

*** Vit C; ** Vit A; *** Vit A&C; [+] High Sodium; [=] High Potassium**

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Menu Pattern: C-1 & C-2 **Week:** 2 **Agency Name:** Azusa, Claremont, El Monte, Pomona

Dates:

07/04/16-07/10/16 11/07/16-11/13/16 03/13/17-03/19/17
08/15/16-08/21/16 12/19/16-12/25/16 04/24/17-04/30/17
09/26/16-10/02/16 01/30/17-02/05/17 06/05/17-06/11/17

CERTIFIED
5/5/16
COUNTY OF LOS ANGELES
AREA AGENCY ON AGING

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY CHOICE
Soup / Juice: ½ c = serving indicate Vitamin C source with * must have daily			Minestrone Soup (no beans) 6 oz ladle	Apple Juice 4 oz	
Meat or Alternate: 3 oz. cooked edible protein. List portion size & components of mixed entrees	**Spaghetti & Meat LS Sauce** 3 oz ground beef 1 oz. LS Sauce 4 oz spoodle	A: **Mandarin Orange Chicken Chunks** 3 oz Chicken & 1 oz LS Sauce w/Chinese Veg. 6 oz spoodle **B: Baked Herb Chicken** 3 oz Chicken	**Beef Picadillo 3 oz Ground Beef (diced potatoes, carrots) 4 oz spoodle**	A: **Baked Turkey** 3 oz Turkey Low Sodium 1 oz LS Gravy **B: Oven Brown Chicken** 3 oz Chicken & 1 oz LS Gravy	**[=]Baked Fish w/Lemon Sauce** 3 oz Tilapia, 1 ea **Or Pork Roast** 3 oz Pork & 1 oz LS Gravy
Grain or Bread: 1-2 servings ½ grains must be whole indicate Portion Size	Spaghetti ½ c - tongs Whole Grain bread 1 Slice ea	Barley ½ c = #8 Scoop	Spanish Rice ½ c = #8 scoop Flour Tortilla 1 ea	Biscuit 1 ea Trans fat free	Whole Grain bread 1 Slice ea
Vegetables 1-2 Servings 1 serving = ½ cup OR 1 cup for leafy greens	Carrots** ½ c = 4 oz spoodle	Broccoli* ½ c = 4 oz spoodle	[=]Black Beans LS ½ c = 4 oz spoodle	[=]Normandy Vegetables*** (broccoli, cauliflower, carrots) ½ c = 4 oz spoodle	Peas ½ c = 4 oz spoodle [=]Mashed Potatoes ½ c = #8 Scoop
Vegetable/Fruit: *Vitamin A source must be served on 3 separate days /week indicate with **. If vegetable or fruit is used for vitamin A & C indicate with ******	Garden Salad (romaine, iceburg lettuce, red cabbage), tomatoes (1/4 c) 1 c = 2 x 4 oz spoodle 1000 Is Dr. 1 Tbsp	[=]Combination Salad (Iceburg lettuce, Spinach, purple cabbage,) 1 c = 2 x 4 oz spoodle Ranch Dr. 1 Tbsp	Romaine Salad (Romaine Lettuce, tomatoes, mushrooms) 1 c – 2-4 oz spoodles **Italian Dr. 1 Tbsp**	[=]Yams ** ½ c = 4 oz spoodle	[=]Marinated, Tomato, Green Pepper & Onion* ½ c = 4 oz spoodle
Dessert: List portion size No Trans Fat Limit Sweets 1 x/week	[=]Orange* To equal ½ c – 1 each	Applesauce ½ c = 4 oz spoodle	[=]Citrus Fruit Cup* **(1/4 c Mandarin, ¼ c P/A, No Grapefruit) ½ c = 4 oz spoodle**	Peanut Butter Cookie 1 Large or 2 Small Trans Fat Free	**[=]Cantaloupe*** ½ c = 4 oz spoodle**
Fortified[A&D] Milk: 8 oz. Lowfat or Nonfat	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz
Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces

Sodium
Potassium:

*** Vit C; ** Vit A; *** Vit A&C; [+] High Sodium; [=] High Potassium**

01005.0001/295421.1

Menu Pattern: C-1 & C-2 **Week:** 3 **Agency Name:** Azusa, Claremont, El Monte, Pomona

Dates:

07/11/16-07/17/16	11/14/16-11/20/16	03/20/17-03/26/17
08/22/16-08/28/16	12/26/16-01/01/17	05/01/17-05/07/17
10/03/16-10/09/16	02/06/17-02/12/17	06/12/17-06/18/17

CNS CERTIFIED 5/5/16 by For AAA Use Only COUNTY OF LOS ANGELES AREA AGENCY ON AGING

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY CHOICE
Soup / Juice: ½ c = serving Indicate Vitamin C source with * must have daily	Apple Juice 4 oz.		[=] Harvest Vegetable Soup 6 oz Ladle	[=]Barley Mushroom Soup 6 oz Ladle	
Meat or Alternate: 3 oz. cooked edible protein. List portion size & components of mixed entrees	**A: Chicken a la Morrison** 3 oz Chicken 1 oz LS Sauce **B: Rosemary Chicken** 3 oz Chicken	**Beef Stew** 3 oz Beef Cubed ¼ c – Potatoes, Peas & Carrots 2 = #8 scoop	**Basil Tomato Chicken Breast** 3 oz Chicken 2 oz LS Sauce	**A: Hamburger Patty** 3 oz Gr. Beef .5 oz cheese 1 pkg ea must,mayo,catsup **B: Sloppy Joe** 3 oz Gr. Beef 1 oz LS Sauce 4 oz spoodle	**[=]Baked Tilapia w/Crumb Topping** 3 oz Tilapia 1 oz LS Sauce **Or** **Veg Quiche** 2.5 eggs, .5 oz cheese 1 Sl=1/6 pie spatula
Grain or Bread: 1-2 servings ½ grains must be whole Indicate Portion Size	**A. WW Pasta** ½ c = 4 oz spoodle **B. WW Pasta w/LS tomato sauce** ¼ c = 4 oz spoodle	Whole Grain bread 1 Slice ea	Whole Grain bread 1 Slice ea	Hamburger Bun 1 each	Orzo ½ c = #4 spoodle Sourdough Bread 1 slice ea
Vegetables 1-2 Servings 1 serving = ½ cup OR 1 cup for leafy greens	Green Beans ½ c = 4 oz Spoodle	Potatoes, Peas & Carrots in Entrée To = ½ c	[=]Harvard Beets ½ c = 4 oz spoodle [=]Fresh Sweet Potato** ½ c = #8 scoop	Corn ½ c = 4 oz Spoodle [=]LS BBQ Beans ½ c = 4 oz spoodle	Squash Medley (yellow, summer and butternut, zucchini) ½ c = 4 oz spoodle
Vegetable/Fruit: *Vitamin A source must be served on 3 separate days /week indicate with **. If vegetable or fruit is used for vitamin A & C indicate with ******	[=]Spinach Salad w/Mushrooms, Mandarin Oranges (1/2 c)*** 1 c = 2-4 oz spoodle Italian Dr. 1 tsp.	Lettuce & Tomato Salad (iceburg/romaine lettuce, red cabbage), tomatoes (1/4 cup) 1 c = 2 x 4 oz spoodle French Dr. 1 Tbsp	Coleslaw* ¾ c = #6 scoop	A: Sl Lettuce, Sl Tomato 1 c = 2 x 4 oz spoodle B: Romaine Lettuce Salad 1 c = 2 x 4 oz spoodle Ranch Dr. 1 Tbsp	Broccoli Slaw* ½ c = #8 scoop
Dessert: List portion size No Trans Fat Limit Sweets 1 x/week	Oatmeal Raisin Cookie 1 Large or 2 Small Trans Fat Free	[=]Cantaloupe*** ½ c = 4 oz spoodle	[=]Banana 1 each = to ½ cup	[=]Citrus Cup*(¼ c – mandarin, ¼ c p/a, no grapefruit) ½ c = 4 oz spoodle	Applesauce ½ c- 4 oz. Spoodle
Fortified[A&D] Milk: 8 oz. Lowfat or Nonfat	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz	[=]LF or NF Milk 8 oz
Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces

Sodium
Potassium:

*** Vit C; ** Vit A; *** Vit A&C; [+] High Sodium; [=] High Potassium**

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QA /QC PLAN

Quality is a key issue for Morrison Management Specialists. It is part of our corporate philosophy to be quality oriented. "There is not quality without consistency."

Policy
Services provided to seniors shall be reviewed on a regular basis.
Areas to be reviewed should include appropriateness of quality and cost effectiveness of services rendered.

Purpose
To provide guidelines to ensure that services rendered meet the needs of the seniors and are of the highest quality obtainable, utilizing available resources.

Menu Preparation

Production Sheets

System
Unit staff will use daily product sheets to assure quality and quantity of food.

Method
Production sheets will be filled out by Assistant Manager one week in advance based on the current populations. Counts will be adjusted daily for actual production. Substitutions and leftovers will be recorded for each meal.

Production sheets will meet all requirements for the Senior Nutrition Program. Director of Food and Nutrition Services will check production sheets for discrepancy weekly. All substitutions will be approved in advance by the Program Director or designee.

The Morrison Regional Director of Culinary will evaluate the procedure semiannually. A file of inspections will be kept on hand and all copies of production sheets will be kept on file for a minimum of three years.

Corrective Action
In the event quantity is found to be inadequate the Director of Food and Nutrition Services shall take immediate corrective action. If a substitution is required it will be made, approved and documented on the production sheet.

Food Quality

System
All food purchased will meet quality standards established by the Senior Nutrition Program and the RFB.

Method
Invoices will be monitored by the Director of Food and Nutrition Services and checked semiannually by the Regional Director of Culinary and the Regional Director of Nutrition. Periodic checks are also made by Morrison's Corporate Purchasing Department.

All invoices will be kept on file.

Specification documentation will be evaluated by the Regional Director of Culinary Specialist semi-annually.

Corrective Action
Should the food quality be found to be below standard upon delivery, the foods will be returned to the purveyor for credit. Should the food quality be found to be below standard before or during the production process the Director of Food and Nutrition Services will take immediate corrective action. If a substitution is required it will be made, approved and documented. Should the Director of Culinary find foods to be below standards during semi-annual audit a corrective action plan will be developed.

Food Portions

Portion Sizes

System
Proper utensils will be used on the Trayline. Portions will meet the requirements on the 6-week cycle menu. Meal Delivery Tickets will state serving utensils to be used at the serving sites.

Method
Trayline supervisors will check Trayline to insure proper portioning. This will be recorded on the Trayline Taste and Temperature Report at each meal. Portions will be monitored by a member of management daily. The Director of Food and Nutrition Services or designee will monitor portioning during the weekly Unit Visits.

Trayline Taste and Temperature Reports will be kept on file for inspection. Unit Visit Reports will be kept on file for inspection.

Adequacy of Prepared Food System

System
All menu items will be prepared by a proven recipe. Quality will be checked at each meal.

Method

The Director of Food and Nutrition Services or designee will taste test all foods during preparation and at the beginning of Trayline. Managers will make written comments on the production sheets and review these with the production staff each day at production meetings.

The Director of Culinary will evaluate food production semi-annually. Comment records will be kept on file.

Corrective Action
Should the taste of the food be found to be unacceptable during the production process the Director of Food and Nutrition services will work with the cooking staff to make immediate correction. The Culinary Specialist will be consulted regarding any issues related to the Morrison Recipes.

Food Temperature System

System
Foods will be maintained at the required temperatures during storage, production, Trayline assembly, packing and delivery to nutrition sites.

Method
Temperatures will be monitored in storage by the use of Daily Refrigerator Temperature Logs. All production personnel will monitor temperatures during production and immediately before tray assembly begins. Managers or Trayline supervisors will take the food temperatures during Trayline and record on the Trayline Taste and Temperature Report.

All temperature records will be maintained on file.

Corrective Action
Should cold storage temperatures be found to be inadequate during inspection cold foods will be relocated to another storage site. The refrigeration system will be evaluated by a trained service person. If required, the unit will be repaired. Should deviant temperatures be discovered prior to or during tray assembly the Trayline Supervisor will return food to the production staff for heating or cooling.

Pre-Meal Preparations

A. Vegetables
B. Foods
C. Leftovers

System
All vegetables will be cooked the same day as served. All other foods will be prepared no earlier than one day before service. Leftovers will be properly labeled and stored not more than two (2) days in the refrigerator.

Method
Meal preparation and leftover storage will be monitored by the Director of Food and Nutrition Services, Assistant Managers and supervisors daily and by the Director of Culinary semi-annually.
Corrective Action
Assistant Managers will check the refrigeration units daily to assure proper disposition of leftovers. Should leftovers be improperly stored or exceed the 2-day limit the food will be immediately discarded.

Sanitation

System
Morrison will maintain a cleaning schedule covering all kitchen equipment and all kitchen and dining room areas. After meal clean-up will be completed and will meet all State and County health regulations.

Method
Supervisors will record daily tasks completed on the cleaning schedule. Inspection will be performed by the Director of Food and Nutrition Services. Supervisors will insure all hair restraints are in place and that gloves are worn. Cleaning schedules and inspections will be kept on file. The Regional Director of Culinary and the Regional Director of Nutrition will inspect all areas of the Unit semi-annually for adherence to all safety and sanitation requirements.

Corrective Action
Should the shift supervisor find cleaning assignments incomplete the tasks will be assigned to other Food Service Workers for completion. Should any other deficiencies be noted the Director of Food and Nutrition Services will be responsible for taking immediate corrective action.

Employee Health Reports

System
All new employees will undergo an initial physical examination before commencing work. Records will be maintained. If an employee is absent due to illness for three or more consecutive days, the employee will present a statement from the attending physician defining the nature of the illness

Method
A complete physical examination certificate will be returned by a Morrison appointed physician before the employee begins work. Physical examination certificates will be maintained in the employee's file. During the Semi-Annual Regional Review, the Regional Director of Nutrition will assure this area is in compliance.

Corrective Action

Employee files are audited regularly for compliance. Should the audit results indicate and employee is past due for the annual physical exam that employee will not be permitted to return to work until a completed certificate is presented.

If during routine daily checks doors are found to unlocked they will be secured immediately by management. Every effort will be made to insure all staff are aware of and follow security procedures.

ID Badge

System

Each employee will wear a visible ID badge whenever they are on the grounds. Badges are considered a part of employee uniforms.

Method

Morrison will supply an ID badge to all employees at the time of employment. Employees will be checked by Management daily for ID badges when they sign in for work and at line up meetings.

Corrective Action

Should an employee attempt to sign in for work without an ID badge that employee will be issued a temporary ID badge for the day. Repeat violators of the ID badge policy will be disciplined and will not be permitted to work until they can present an ID badge.

Employee Conduct

System

All Morrison employees at Central Satellite Programs shall at all times while on the premises conduct themselves in a manner consistent with the policies for employee behavior.

Method

An employee handbook will be given to each Morrison staff member on the date of hire. The handbook will include specific policies regarding employee dress code, weapons and contraband, Management search, social behavior, contact with minors, visitors, accident/loss of equipment and entrance and egress.

In-service will be conducted by Management twice yearly to review security and employee conduct policies.

Employee conduct will be monitored daily by Morrison's on-site Management.

Corrective Action

Any Morrison employee who violates the employee conduct policies may be subject to disciplinary action including possible termination.

Keys

System

A record of all keys will be kept on hand and a minimum number of keys will be distributed by Management. All keys will be accounted for each day. All Facility keys will be worn on the person at all times.

Method

Managers and supervisors will check for all keys issued periodically. Each closing supervisor will return keys to room when the kitchen is closed. Facility keys will be returned to the Key Center after each use.

A Key Control Audit will be conducted by the Director of Food and Nutrition Services monthly.

Employees with be educated regarding Key Control policies at date of hire and semi-annually during the safety in-service.

Corrective Action

If during any of the periodic key control checks a key is missing the Key Control Log will be used to identify the last person issued the key. If the key cannot be located the Director of Food and Nutrition Services or designee will inform the Superintendent immediately.

Any Morrison employee who violates the Key Control policy may be subject to disciplinary action.

Quality Surveys

System

A monthly food service questionnaire will be distributed, collected and scored by the Director of Food and Nutrition Services. The food service Quality Survey will be used as a to9l to monitor service and as a guideline for performance improvement.

Method

Acceptable levels will be established. A plan for performance improvement will be developed. The Regional Vice President, Regional Director of Culinary and Regional Director of Nutrition will monitor and mentor the improvement process. Scores will be kept on file by the Director of Food and Nutrition Services.

Corrective Action

The Regional Director of Culinary and the Regional Director of Nutrition will be responsible for assuring the Quality Surveys are conducted on a consistent basis, and that the performance improvement plan is completed and followed. Failure on the part of Morrison on-site Management to follow the policy may result in disciplinary action.

Actions in the Event of Strike by Morrison Staff

System

Morrison will insure continuance of service in the unlikely event of a strike by its employees through one of the two methods listed below.

Method

1. Morrison will continue to operate at the Facility by supplying Management and/or hourly labor from one or more of the 13 facilities we currently operate in the Los Angeles area.
2. In the event the above is not possible, Morrison will provide food from one of the 13 facilities in the Los Angeles area and will provide adequate staff to distribute the meals.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

NONE

EXHIBIT "C"

SCHEDULE OF COMPENSATION

The contract sum shall not exceed $37,538.00.

Month	Days	# of Meals	Meal Rate	Cost
July	18	50	$3.25	$2,925.00
August	19	50	$3.25	$3,087.50
September	19	50	$3.25	$3,087.50
October	19	50	$3.25	$3,087.50
November	18	50	$3.25	$2,925.00
December	13	50	$3.45	$2,242.50
January	17	50	$3.45	$2,932.50
February	19	50	$3.45	$3,277.50
March	22	50	$3.45	$3,795.00
April	18	50	$3.45	$3,105.00
May	21	50	$3.45	$3,622.50
June	20	50	$3.45	$3,450.00
	TOTAL			TOTAL
	223			$37,537.50

Contractor shall be paid by delivering to City an invoice in a form approved by city no more than monthly, for services provided in the preceding month. Provided contractor has satisfactorily performed services, as described in Exhibit "A", City shall pay such invoice within 30 days.

The contract officer reserves the right to adjust this contract sum in writing, provided the contract sum is not increased in excess of $10,000. Adjustments in the contract sum shall be based on written requests by the contract officer to add or delete the number of meals per delivery under Exhibit •A". Each adjustment shall be based on the cost of $3.45 per meal.

BID PRICE FACT SHEET

Caterer: Morrison Management Specialist. Inc. dba Morrison Health Care, Inc.

	COST PER MEAL	
HOT BULK MEAL		
Raw Food	$ 1.80	
Preparation	$ 0.93	
Transit	$ 0.20	
Sundry Items		
Paper	$ 0.25	
Other	$ 0.22	
Overhead Profit	$ 0.05	TOTAL CATERED COST/MEAL $ 3.45
HOME DELIVERED, BOX OR COLD LUNCH		
Raw Food	$ 1.80	
Preparation	$ 1.03	
Transit	$ 0.20	
Sundry Items		
Paper	$ 0.26	
Other	$ 0.22	
Overhead Profit	$ 0.05	TOTAL CATERED COST/MEAL $ 3.56
FROZEN MEAL		
Frozen Food	$	
Other Food	$	
Preparation	$	
Transit	$	
Sundry Items		
Paper	$	
Other	$	
Overhead Profit	$	TOTAL CATERED COST/MEAL $ N/A

If awarded to contract, the prices for years two through four will be based upon negotiation between Morrison And the City of Irwindale

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

The Consultant agrees to provide meals to the Irwindale Senior Citizen Center beginning July 1, 2016 through June 30, 2017.

Meal Location	Approx. # of Meals	Time Food Preparation Completed	Time Food Leaves The Kitchen	Time Food Arrives at the Site
Irwindale Senior Citizen Center	50 / day	10:00 a.m.	10:15 a.m. – 10:30 a.m.	11:15 a.m. – 11:30 a.m.

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

COUNCIL AGENDA
ITEM 2A
DEC 14 2016

AGENDA REPORT

Date: *December 14, 2016*

To: *Mayor and Council Members*

From: *John Davidson, City Manager*

Issue: *Mayor's Appointments of Delegates and Alternates*

City Manager's Recommendation: Adopt **Resolution No. 2016-78-2892**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY," reading by title only and waiving further reading thereof

Analysis: The Mayor, at the beginning of his/her term, makes appointments to various organizations. Some of these organizations require formal action by the Council in the form of a resolution. Rather than prepare several resolutions, staff has incorporated all appointments into one resolution for Council adoption.

Attached for your information is a brief summary relating to the individual organizations. Also attached for your information is the current list of delegates and alternates, as appointed in December 2015.

Fiscal Impact: _____ (Initial of CFO)

None

Legal Impact: _____ (Initial of Legal Counsel)

None

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

John Davidson, City Manager

Attachments

RESOLUTION NO. 2016-78-2892

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY

The City Council of the City of Irwindale, California, does hereby resolve as follows:

Section 1. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA CONTRACT CITIES ASSOCIATION** for the term indicated:

1.	DELEGATE:	12-31-17
2.	ALTERNATE:	12-31-17

Section 2. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **LEAGUE OF CALIFORNIA CITIES, LOS ANGELES COUNTY CHAPTER** for the term indicated *(Mayor attends the City Selection Committee meeting to vote and is the delegate):*

1.	DELEGATE:	12-31-17
2.	ALTERNATE:	12-31-17

Section 3. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA JOINT POWERS INSURANCE AUTHORITY** for the term indicated:

1.	DELEGATE:	12-31-17
2.	ALTERNATE:	12-31-17

Section 4. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **FOOTHILL TRANSIT ZONE**: for the term indicated:

1.	DELEGATE:	12-31-17
2.	ALTERNATE:	12-31-17

Section 5. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **INDEPENDENT CITIES ASSOCIATION** for the term indicated:

1.	DELEGATE:	12-31-17
2.	ALTERNATE:	12-31-17

Section 6. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **BOARD OF DIRECTORS OF SANITATION DISTRICTS 15 AND 22 OF LOS ANGELES COUNTY** for the term indicated *(Mayor is automatically a Director/Delegate)*:

1.	DELEGATE:	Mark A. Breceda	12-31-17
2.	ALTERNATE:		12-31-17

Section 7. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** for the term indicated:

1.	DELEGATE:	12-31-17
2.	ALTERNATE:	12-31-17

Section 8. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **GOLD LINE PHASE II CONSTRUCTION AUTHORITY** for the term indicated:

1.	DELEGATE	12-31-17
2.	ALTERNATE	12-31-17

Section 9. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** for the term indicated:

1.	DELEGATE	12-31-17
2.	ALTERNATE	12-31-17

Section 10. The City Council of the City of Irwindale does hereby appoint the following person as delegate of the **SAN GABRIEL VALLEY MOSQUITO ABATEMENT DISTRICT** for the term indicated:

1.	DELEGATE:	Manuel R. Garcia	12-31-18

Section 11. This Resolution supersedes and replaces prior resolutions making Council appointments to the foregoing boards, committees and bodies.

PASSED, APPROVED AND ADOPTED this 14th day of December, 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. 2016-78-2892 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 14th of December, 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Deputy City Clerk

RESOLUTION NO. 2015-82-2811

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY

The City Council of the City of Irwindale, California, does hereby resolve as follows:

Section 1. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA CONTRACT CITIES ASSOCIATION** for the term indicated:

1.	DELEGATE:	Manuel Garcia	12-31-16
2.	ALTERNATE:	Mark A. Breceda	12-31-16

Section 2. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **LEAGUE OF CALIFORNIA CITIES, LOS ANGELES COUNTY CHAPTER** for the term indicated *(Mayor attends the City Selection Committee meeting to vote and is the delegate):*

1.	DELEGATE:	Mark A. Breceda	12-31-16
2.	ALTERNATE:	Albert F. Ambriz	12-31-16

Section 3. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA JOINT POWERS INSURANCE AUTHORITY** for the term indicated:

1.	DELEGATE:	H. Manuel Ortiz	12-31-16
2.	ALTERNATE:	Larry G. Burrola	12-31-16

Section 4. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **FOOTHILL TRANSIT ZONE**: for the term indicated:

1.	DELEGATE:	Albert F. Ambriz	12-31-16
2.	ALTERNATE:	Manuel R. Garcia	12-31-16

Section 5. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **INDEPENDENT CITIES ASSOCIATION** for the term indicated:

1.	DELEGATE:	Albert F. Ambriz	12-31-16
2.	ALTERNATE:	Mark A. Breceda	12-31-16

Section 6. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **BOARD OF DIRECTORS OF SANITATION DISTRICTS 15 AND 22 OF LOS ANGELES COUNTY** for the term indicated *(Mayor is automatically a Director/Delegate)*:

1.	DELEGATE:	Mark A. Breceda	12-31-16
2.	ALTERNATE:	Albert F. Ambriz	12-31-16

Section 7. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** for the term indicated:

1.	DELEGATE:	H. Manuel Ortiz	12-31-16
2.	ALTERNATE:	Larry G. Burrola	12-31-16

Section 8. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **GOLD LINE PHASE II CONSTRUCTION AUTHORITY** for the term indicated:

1.	DELEGATE	H. Manuel Ortiz	12-31-16
2.	ALTERNATE	Mark A. Breceda	12-31-16

Section 9. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** for the term indicated:

1.	DELEGATE	Manuel R. Garcia	12-31-16
2.	ALTERNATE	Mark A. Breceda	12-31-16

Section 10. The City Council of the City of Irwindale does hereby appoint the following person as delegate of the **SAN GABRIEL VALLEY MOSQUITO ABATEMENT DISTRICT** for the term indicated:

1.	DELEGATE:	Manuel R. Garcia	12-31-18

Section 11. This Resolution supersedes and replaces prior resolutions making Council appointments to the foregoing boards, committees and bodies.

PASSED, APPROVED AND ADOPTED this 9th day of December, 2015.

Mark A. Breceda

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. 2015-82-2811 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 9th of December, 2015, by the following vote:

AYES:	Councilmembers:	Ambriz, Burrola, Garcia, Ortiz, Mayor Breceda
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Laura M. Nieto, CMC
Deputy City Clerk

Organization		Synopsis of Responsibilities	When	Where	Stipend
California Contract Cities Association 11027 Downey Avenue Downey, CA 90241 www.contractcities.org 562-622-5533		The Association is comprised of member cities that contract for major municipal services on an as-needed basis, such as police services, fire services, animal control, public works, and/or building and safety. Dinner provided at meetings.	Meet every 3rd Wednesday of the month at 6:30 p.m.	Various locations	No Stipend
League of California Cities 1400 K Street, Ste. 400 Sacramento, CA 95814 www.cacities.org Jennifer Quan 626-301-0387 **L.A. Division** **Rob Korinke**		All Councilmembers are invited to meetings; however, Delegates are appointed in case member cities need to vote to ratify a decision of the Board. Annual conferences are held in the summer. Working agendas are discussed at meetings, where attendees are usually provided with updates. Dinner provided at meetings. **Mayor attends City Selection Committee meeting to vote.**	Meet every 1st Thursday of the month at 6:00 p.m.	Various locations	No Stipend
California Joint Powers Insurance Authority 8081 Moody Street La Palma, CA 90623 www.cjpia.org 562-467-8700		A Board of Directors, consisting of one elected official appointed by each Member Agency, governs the CA JPIA. The Executive Committee meets monthly to supervise and conduct Authority affairs. The Authority works with members to reduce the frequency and severity of claims. Through risk analysis and continuous education, the CA JPIA helps its members identify exposures and prevent losses.	Annual Board of Directors meeting held in July	8081 Moody Street La Palma 90623	$100 annual stipend payable to the voting delegate and travel reimbursement for eligible agencies; no monthly meeting stipend
Foothill Transit Zone 100 S. Vincent Ave., Ste. 200 West Covina, CA 91790 www.foothilltransit.org 626-967-3147		Board business meetings held to review performance reports. Annual meetings held to approve budget.	Annual Governing Board meeting in May	100 S. Vincent Ste. #200 West Covina	$100 stipend

Independent Cities Association 1601 N. Sepulveda Blvd., Suite 744 Manhattan Beach, CA 90266 www.icacities.org 877-906-0941		The mission of the Independent Cities Association is to educate, advocate, and provide information on issues of common concern. Works in cooperation with one another and all levels of government to achieve goals and provide services that are mutually beneficial to members.	Dates vary	Various locations	No stipend
County Sanitation Districts Nos. 15 and 22 of L.A. County P.O. Box 4998 Whittier, CA 90607-4998 www.lacsd.org 562-699-7411, ext. 1500		The Sanitation Districts construct, operate, and maintain facilities to collect, treat, recycle, and dispose of sewage and industrial wastes. The Sanitation Districts also provide for the management of solid wastes including disposal, transfer operations, and materials recovery. Local sewers and laterals that connect to the Sanitation Districts' trunk sewer lines are the responsibility of the local jurisdictions, as is the collection of solid wastes. Mayor is automatically a Director, who represents specific districts. Chief engineer provides progress reports at meetings.	Meet on the 4th Wednesday of the month at 1:30 p.m.	1955 Workman Mill Rd Whittier 90601	Compensated $125 per meeting; two meetings each day. Mileage is also reimbursed
Southern California Association of Governments 818 W. Seventh St., 12th floor Los Angeles, CA 90017 www.scag.ca.gov 213-236-1800		As the designated Metropolitan Planning Organization, the Association of Governments is mandated by the Federal Government to research and draw up plans for transportation, growth management, hazardous waste management, and air quality. General Assembly discusses future plans and projects, financial reports, mutual projects, goals and objectives.	Annually (May) Regional Conference & General Assembly (Voting)	Various locations	No stipend for General Assembly
Gold Line Phase II Construction Authority 406 E. Huntington Dr., Ste. 202 Monrovia, CA 91016 www.foothillextension.org 626-471-9050		Meet to keep members apprised of the activities of the extension of the Gold Line from Pasadena to Ontario.	Meet every 2nd Thursday of the month at 11:30 a.m.	406 E. Huntington Dr., Ste. 202 Monrovia	$150 stipend

San Gabriel Valley Council of Governments 1000 S. Fremont Ave., Unit 42 Bldg. A10, Suite 10210 Alhambra, CA 91803 www.sgvcog.org		The Agency addresses a number of issues including transportation, housing, water, and the environment that impact the quality of life for our residents. Delegates and Alternates must be appointed by resolution or minute action. Dinner provided at meetings	Governing Board meets every 3rd Thursday of the month at 6:00 p.m.	Upper San Gabriel Valley Municipal Water District (USGVMWD) Offices 602 E. Huntington Drive Monrovia, CA 91016	$50 stipend; if both delegate and alternate attend meeting, only the delegate receives the stipend
San Gabriel Valley Mosquito & Vector Control District 1145 N. Azusa Canyon Road West Covina, CA 91790 www.sgvmosquito.org 626-814-9466		Board of Trustees oversees and provides counsel and direction to management; sets policy; hires District Manager; retains legal counsel. Appointment can be for either a 2- or 4-year term, depending on Council's preference.	Meet every 2nd Friday of the month at 7:00 a.m.	District Office 1145 N Azusa Canyon West Covina	$100 stipend

COUNCIL AGENDA
ITEM 2B
DEC 14 2016

AGENDA REPORT

Date: *December 14, 2016*

To: *Mayor and Council Members*

From: *John Davidson, City Manager*

Issue: *Appointment of Parks & Recreation Commissioners*

City Manager's Recommendation:

Adopt Resolution No. 2016-79-2893, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING MEMBERS TO THE PARKS & RECREATION COMMISSION OF THE CITY OF IRWINDALE," reading by title only and waiving further reading thereof.

Analysis:

The term for Parks & Recreation Commissioners Jason Hickman and Marguerite Lopez will expire on December 31, 2016. Notices were sent to City Councilmembers, Commissioners, and residents, pursuant to Resolution No. 2007-01-2187; and the vacancies have been posted, pursuant to California Government Code Section 54970 (Maddy Act).

Commissioners Hickman and Lopez have applied for reappointment; a new application has been submitted by Ruben Tapia. It would be appropriate to make two appointments to the Parks & Recreation Commission at this time, with 3-year terms expiring December 31, 2019.

Fiscal Impact: _____ (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

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

John Davidson, City Manager

Attachments

RESOLUTION NO. 2016-79-2893

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING MEMBERS TO THE PARKS & RECREATION COMMISSION OF THE CITY OF IRWINDALE

THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Pursuant to Irwindale Municipal Code Section 2.28.010, the following persons are appointed to the Parks & Recreation Commission of the City of Irwindale, to serve a term of office to commence January 1, 2017, and to expire on December 31, 2019.

_____

_____

Section 2. The Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed members.

PASSED, APPROVED, and ADOPTED this 14th day of December 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. 2016-79-2893 was adopted at a regular meeting of the Irwindale City Council held on the 14th day of December 2016, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Deputy City Clerk

RECEIVED
OCT 20 2016
CITY OF IRWINDALE

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Parks & Recreation Commission
(print or type name of one Board or Commission)

Name: Jason Hickman

Address: 15839 Juarez st.

Occupation: P.E. Teaching Asst.

Employer: OMSD

Address: 950 West D street, Ontario CA 91762

Home Phone: (626) 722-3458 Business Phone: ( )

Years in Irwindale: 30 Registered Voter? yes

Educational background / degree: associates degree

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Parks & Recreation comm. May 2016 - Present

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want to continue to help Irwindale grow and thrive.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I've lived in Irwindale almost my whole life, I'm very familar with it residents and the way our city runs

Have you applied for a City Board or Commission before? Yes Y No ____
If so, which one? Park & Rec

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I've served on the park's & recreation commission the past 6 months, I feel i've learned a lot about the ways and needs of the parks and recreation.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 10/20/2016

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Deputy City Clerk at 626-430-2202 if you have any questions.

City of IRWINDALE

RECEIVED
OCT 31 2016
CITY OF IRWINDALE

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: PARK & REC
(print or type name of one Board or Commission)

Name: MARGUERITE S. LOPEZ

Address: 4870 SABRE LANE IRWINDALE

Occupation: LIBRARIAN

Employer: AZUSA UNIFIED SCHOOL DISTRICT

Address: 546 S. CITRUS AVE AZUSA 91702

Home Phone: CELL 329-6405 Business Phone: 815-5265

Years in Irwindale: 50+ Registered Voter? YES

Educational background / degree: CAL POLY POMONA

Licenses or Special Certificates: CPR CERTIFIED

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. PARK & REC 6 YRS, IRWINDALE SISTER CITY – 10+, 50 year Anniversary 2 years

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I have previously served 2 terms and feel that we have accomplished many goals and I would like to continue to serve the residents and continue to improve Parks & Rec.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I feel I am a good Board Member because we work well together as a team, and I have great new ideas and plans for our Parks.

Have you applied for a City Board or Commission before? Yes X No ____

If so, which one? PARK & REC.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I am a well rounded Individual and have many life experiences to share with the public to make our Parks the Best.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Margarita S Lopez Date: 10/25/2016

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Deputy City Clerk at 626-430-2202 if you have any questions.

RECEIVED
NOV 21 2016
CITY OF IRWINDALE

City of IRWINDALE

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Park and Recreation
(print or type name of one Board or Commission)

Name: Ruben Tapia

Address: 16079 Central St. Irwindale, CA 91706

Occupation: Design Engineer

Employer: Troy Lighting

Address: 14508 Nelson Ave. Industry, CA 91744

Home Phone: (626) 736-7047 Business Phone: ( )

Years in Irwindale: 32 Registered Voter? Yes

Educational background / degree: BS Industrial Design

Licenses or Special Certificates: N/A

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) Please see attached page, paragraph (1)

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) Please see attached page, paragraph (2)

Have you applied for a City Board or Commission before? Yes ____ No X

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Please see attached page, paragraph (3)

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 11/21/16

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Deputy City Clerk at 626-430-2202 if you have any questions.

I am very excited to explore the opportunity to serve on the Park and Recreation Board of Commissioners to better serve my community. I grew up in this great city where I was given the opportunity to experience the many benefits of being a resident. Programs such as Day Camp, Flag Football, and Teen Club not only provided me a positive and structured foundation as a child and teen, but it also gave me a great sense of pride to call Irwindale my home. As a young teenager, I participated in the Summer Youth Work Program for several years where my duties consisted of maintaining the park grounds and working at the recreation center. I have also reaped the rewards of activities and functions as an adult. I have a long history with the City of Irwindale and I would like the opportunity to give back on a larger platform.

I am confident that I would excel as a Park and Recreation Commissioner as I have a sincere vested interest in my community. My grandfather Arthur F. Tapia was one of the Founding Fathers of Irwindale. My uncle Joseph F. Tapia served on the City Council and my father Arthur R. Tapia is currently a Planning Commissioner. I have grown up always knowing I needed and wanted to one day follow in their footsteps. I have been given so much as a resident and would like to assure that this tradition continues for all residents to come.

I currently work as Design Engineer where my daily duties involve problem solving, research and development, establishing new policies and procedures from project to project, and presentations amongst my peers. These experiences will greatly benefit the department of Park and Recreation through recommendations and advice to the city council. My desire to enhance policies, create projects, and create an overall enhancement of life for our residence is sincere. I have many family members and friends who are all current residents and active members of our community. I want to assure that their children, along with my own, grow up with the same opportunities that I was given and to one day make a conscious decision to make Irwindale their home as I have.

The Irwindale community is very special to say the least. We share a special bond with one another, something that of an extended family which is not shared by other cities. In my opinion, this bond is tied together and a direct result of the Park and Recreation and I would like nothing more than to become a part of that.

COUNCIL AGENDA
ITEM 2c

AGENDA REPORT

DEC 14 2016

Date: *December 14, 2016*

To: *Mayor and Council Members*

From: *John Davidson, City Manager*

Issue: *Appointment of a Senior Commissioner*

City Manager's Recommendation:

Adopt Resolution No. 2016-81-2895, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE," reading by title only and waiving further reading thereof.

Analysis:

The term for Senior Citizen Commissioner Virginia Diaz will expire on December 31, 2016. Notices were sent to City Councilmembers, Commissioners, and residents, pursuant to Resolution No. 2007-01-2187; and the vacancies have been posted, pursuant to California Government Code Section 54970 (Maddy Act).

Commissioner Diaz has applied for reappointment. It would be appropriate to make one appointment to the Senior Citizen Commission at this time, with 3-year terms expiring December 31, 2019.

Fiscal Impact: _____ (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

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

John Davidson, City Manager

Attachments

RESOLUTION NO. 2016-81-2895

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE

THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Pursuant to Irwindale Municipal Code Section 2.56.020, the following persons are appointed to the Senior Citizen Commission of the City of Irwindale, to serve a term of office to commence January 1, 2017, and to expire on December 31, 2019.

_____

Section 2. The Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed member.

PASSED, APPROVED, and ADOPTED this 14th day of December 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. 2016-81-2895 was adopted at a regular meeting of the Irwindale City Council held on the 14th day of December 2016, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Deputy City Clerk

RECEIVED
NOV 28 2016
CITY OF IRWINDALE

City of IRWINDALE

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: SENIOR COMMISSIONER
(print or type name of one Board or Commission)

Name: VIRGINIA DIAS

Address: 16050 CALLE DE PASEO

Occupation: –

Employer: CITY OF IRWINDALE SENIOR COMMISSIONER

Address:

Home Phone: (6) 962-2285 Business Phone: (6) 388-8840

Years in Irwindale: 56 Registered Voter? YES

Educational background / degree: Bachelor of Secretarial Science, Woodbury College, Burbank Ca

Licenses or Special Certificates: Have Secretarial Certificates

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. IRWINDALE SENIOR COMM. Have served 5 years.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) To improve their lot, because I care. To assist them; relay their questions, concerns, suggestions to management. To dry their tears, calm their anger, correct them when they're wrong, and lead them in the right way.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) The above explains it. In addition, I spend time with them, visit them at home, calm their fears.

Have you applied for a City Board or Commission before? Yes ____ No ____

If so, which one? Planning.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I'm active in my church as well.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Jerome Ortiz Date: Nov. 28, 2016

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Deputy City Clerk at 626-430-2202 if you have any questions.

COUNCIL AGENDA
ITEM 2D

DEC 14 2016

AGENDA REPORT

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 has been reviewed and approved by the City Attorney, as well as all three City employee associations. Any the comments received have been incorporated in the Fraud Policy attached.

Fiscal Impact_____ (Initial of CFO)

Legal Impact: _____(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 14th day of December 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 December 14th 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

EXHIBIT A

City of Irwindale
Fraud Policy

BACKGROUND	The City of Irwindale ("City") is committed to protecting City residents, City employees, and public assets entrusted to the City. Accordingly, it is the policy of the City to identify and promptly investigate incidents of fraud, waste, and abuse committed by City employees and officials, and to pursue appropriate remedies available under the law. The City of Irwindale 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. The policy allows members of the public, City employees, and elected and appointed officials to confidentially report incidents of fraud. 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	All City employees are 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. Government Code Section 53087.6(f)(2) defines "fraud and abuse," as any activity by a local agency or employee that is undertake in the performance of the employee's official duties, including activities deemed to be outside the scope of his or her employment, that is: • in violation of any local, state, or federal law or regulation relating to corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty, • involves the gross misconduct 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 • Forgery or unauthorized alternation of documents (checks, promissory notes, time sheets, independent contractor agreements, purchase orders, budgets, etc.) • Misappropriation, destruction, removal, or concealment of funds, securities, supplies, or other assets • Corruption, bribery, or kickbacks • 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 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 on the job should be resolved by the Department Head and the Human Resources Manager. Responsibilities of City Employees and Elected Officials: City employees and elected officials shall: 1. Be alert to any activities by City employees that may constitute fraud, waste, or abuse. 2. Be alert to any activities by City employees that may constitute fraud, waste, or abuse. 3. Fully cooperate in any investigation of fraud, waste, and abuse, including providing unrestricted access to records when necessary. 4. Fully comply with all confidentiality requirements included in the Policy. If there is any question as to whether an action constitutes fraud, con- tact 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, unless the City Manager is the subject of the suspected fraud activities, in which case, the references to "City Manager" herein shall refer to the person who serves as the Acting City Manager in the City Manager's absence or, in such person's absence, other Department Head, as appropriate. 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. Information received in the reports must be kept confidential to the extent required by Section 53087.6 of the California Government Code. The following policies are intended to help the City comply with these confidentiality requirements: 1. Only the City Manager shall receive the report from the Service Provider. If the City Manager is the subject of the report, he or she shall be barred from making any decisions concerning the

investigation or resolution of the report and shall hold the content of the report in strict confidence, except that he or she may discuss the report with appropriate legal counsel.

2. The City Manager, and City Attorney shall not discuss the content of the report with, or transmit the content of the report to, anyone else, including members of City Council, until they have decided whether and how the report will be investigated. "Content" includes the identity of the person who made the report, and the parties identified in the report.
3. If the report concerns activities that took place in a jurisdiction other than the City, the City Manager shall forward the report to the appropriate person(s) in that jurisdiction, and shall take reasonable steps to ensure that the report remains confidential.
4. During the investigation of a report, neither the City Manager nor the City Attorney may disclose the identity of the person who made the report, if known, to anyone else without the written consent of the person who made the report, unless the disclosure is to a law enforcement agency that is conducting a criminal investigation.
5. Information about ongoing investigations shall be kept confidential. During an ongoing investigation, individuals other than the City Manager and City Attorney may be informed about the content of the report only to the extent required to carry out an effective investigation. Any individual who is informed about the content of a report for these purposes shall be informed that the information they receive is to be kept strictly confidential.
6. When an investigation is completed, the City may issue an investigation report if (a) the allegations are substantiated or (b) some or all of the findings of the investigation are deemed necessary to serve the interests of the public. However, the investigation report shall not include the identity of the person who made the report (unless he or she has given written permission) and shall not include the identity of the City employees who were accused of engaging in misconduct.
7. Notwithstanding the above, the City Manager may provide a copy of the investigation report, including the names of the employees who were found to have engaged in misconduct, to a department head or other authority for disciplinary purposes. However, this version of the investigation report shall not be released to the public.

Employees will be granted whistler-blower protection when acting in accordance with this policy. When an employee provides information about suspected impropriety committed by another employee, neither the City nor any person acting on behalf of the City Shall

1. Dismiss or threaten to dismiss the employee
2. Discipline, suspend, or threaten to discipline or suspend the employee
3. Impose any penalty upon the employee, or
4. Intimidate or coerce the employee.

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, unless the City Manager is the subject of the investigation, which case, the investigator will inform the City Attorney, 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. Reporters are not required to give their name, and even if they do give their name, the City is required to maintain the reporter's confidentiality to the extent required by law. Once a report is made, the investigator will immediately forward the report to the City Manager. The City Manager will then determine whether the report is appropriate, specifically, whether the report is about a City employee, and whether the report is about fraud, waste, or abuse, as defined in this Policy. If the report is not appropriate, the City Manager will close the case and either determine that (a) the City should take no action at all on the report, (b) the report should be forwarded to another public agency, or (c) the report should be forwarded to a specific City department for further action. If the report is appropriate, the City Manager will forward the report to the City Attorney. The City Attorney will then determine the proper method for investigating the report, which may either involve an in-house investigation, conducted by the City Attorney and/or the City Manager, or an investigation conducted by a third-party, such as a law firm, financial auditor, or private investigator. The method of investigation should be selected based on considerations of efficiency, cost-effectiveness, the ability of the investigator(s) to maintain objectivity, and the fit between the expertise of the investigator(s) and the subject matter of the report. If an investigated report is found to lack merit, it will be closed, and no further action will be taken on the matter except that, if possible, the reporter will be informed of the outcome of the investigation, and, in the discretion of the City Council, the public may be informed that the report was found to lack merit. If the report is confirmed, the City Council will be informed immediately and the City will take appropriate punitive and remedial actions. 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 and any negotiated disciplinary language, before any such action is taken.
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

Attachment "A"

CITY OF IRWINDALE
Investigative Complaint Form

The City of Irwindale is committed to conducting its affairs ethically and in compliance with the law. We take pride in our employees and the high quality services we provide to the community. In order to ensure that we maintain and improve upon the quality and integrity of our services, it is important that we provide employees and the public with ample opportunity to express any concerns regarding various issues such as allegations of violations of City policy, employee or official misconduct, theft, fraud related incidents, safety issues or other legal issues. If you wish to express a concern, please complete and submit the following form to:

City of Irwindale
Attn: City Manager
5050 N Irwindale Avenue
Irwindale, CA 91706

1. Your Contact Information (*leave blank if you wish to remain anonymous*):

Name: _____
Position: _____
Work Phone: _____
Home Phone: _____
Email: _____

2. Please Give Us Information About Your Complaint (*attach additional pages if necessary*)

Date the Incident Occurred: _____
Time the Incident Occurred: _____
Suspected Person(s): _____

Description of Complaint (What, where, when, how and who else may be aware of incident): ____
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COUNCIL AGENDA
ITEM 2E

AGENDA REPORT

DEC 14 2016

Date: *December 14, 2016*

To: *Honorable Mayor and City Council Members*

From: *John Davidson, City Manager*

Issue: *Request to select one councilmember to the Irwindale Transit Oriented Development (TOD) Specific Plan Ad Hoc Committee*

City Manager's Recommendation:

That the City Council select one councilmember to the TOD Specific Plan Ad Hoc Committee.

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 the City Council approved a contract for PLACEWORKS to prepare the Specific Plan.

Request:

As part of the Specific Plan process, an Ad Hoc Committee has been proposed, which will be made up of one Council Member, one Planning Commissioner, a business representative, a local resident representative, and City staff. Staff is requesting that the City Council appoint one member to serve on the Ad Hoc Committee. The selection will be documented through the meeting minutes.

As a committee formally created by the Council and which includes non-City Council members, the Ad Hoc Committee created by this action will be subject to the requirements of the Brown Act. (Gov't Code sec. 54952(b).)

Fiscal Impact:

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 associated Environmental Impact Report. Further, the grant provides an additional $30,000 above the $460,000 consultant costs 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.

Fiscal Impact: _____ (Initial of CFO)

Legal Impact: *Approved electronically on 12/8/16* (Initial of Legal Counsel)

Contact Person: Gustavo J. Romo, Community Development Director
626.430.2206
gromo@irwindaleca.gov

John Davidson, City Manager

COUNCIL AGENDA
ITEM 2F

DEC 14 2016

AGENDA REPORT

Date: December 14, 2016

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.05 – EXISTING BUILDING CODE AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2017 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2017 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2017 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2017 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2017 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2017 EDITION), EXISTING BUILDING CODE (2017 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.

City Manager's Recommendation:

That the City Council introduce Ordinance No. 709 amending Title 15 of Irwindale Municipal Code by adding Chapter 15.05 – Existing Building Code and adopting by reference the 2017 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards and Existing Building, Codes with County and City Amendments, and schedule a public hearing accordingly reading the ordinance by title only and waiving further reading thereof.

Discussion:

1. The State's Health and Safety Code requires Cities and Counties to adopt the most recent editions of the State Building Standards related to building construction. Most recently, the State of California adopted the 2016 California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards and Existing Building Codes.

2. Title 15 of the Irwindale Municipal Codes (IMC) contains administrative and technical requirements for building construction. The City's current building code was last adopted in January 2014 by Ordinance 674.

3. On November 22, 2016, the Los Angeles County Board of Supervisors added and set forth provisions and regulations for the enforcement of Title 33 – Existing Building Code and adopted by reference, the 2016 State of California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes, with 2017 Los Angeles County Amendments. The Existing Building Code has been included as Part 10 of the California Building Standards

Codes for the past three code cycles; however, now it is identified as a main code that requires adoption by all California jurisdictions.

4. Similar to past practice, the City will adopt the California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes with county amendments, by reference, to bring the City into compliance with the California Health and Safety Code.

5. Based on staff review of the new 2017 Los Angeles County Building Code and the County's amendments and the ongoing mining and reclamation operations in the City, the Public Works Department - Building Safety Division is proposing amendments to Appendix "J" (Grading Section) of the Los Angeles County Building Code.

6. This proposed City amendment to the County's Appendix "J" is to carry over changes to the 2008 Appendix "J" that pertain to the administrative and technical standards for backfilling of open-pit mines using either inert debris fill or soil fill. This appendix will include the City's four technical guidelines and backfill settlement evaluation techniques that deal with mining and reclamation of open-pit mines as a mandated requirement for mining operations in the City and the technical memorandums that were prepared by the Irwindale Technical Advisory Committee as a supplement to the City's four technical guidelines.

7. Section 17958 of the California Health and Safety Code requires that, with any proposed amendment to the County Code, the City is to make findings that current and proposed technical changes to the County Code (State Codes) are reasonably necessary due to local climatic, geological or topographical conditions. The proposed City's amendments to Appendix "J" is taken from the City's 2008 Appendix "J" section since these technical code amendments relate to the administrative and technical standards for backfilling of open-pit mines. Those changes need to be included in each Building Code update in order to become the City's Building Code. Engineering staff has reviewed the City's proposed technical code amendments and determines that they meet the intent of the State's Health and Safety Code.

8. The proposed adoption of this ordinance is exempt under the provision of the California Environmental Quality Act pursuant to State Guidelines 15061(B)(3) and 15378 (b)(c). Adoption of the proposed ordinances is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Adoption of the proposed ordinances does not have such potential insofar as the changes are mandated to be adopted by State law and any local changes are needed to assure proper measures are taken to address the City's local needs, especially to properly backfill open-pit mines to avoid seismic hazards when they are reclaimed.

9. Upon adoption of the 2017 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes with County and City Amendments, staff will send a letter to the California Building Standards Commission advising them with the City's newly adopted codes with County and City Amendments.

10. A copy of the above referenced 2017 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes with County and City Amendments, and the Findings of Fact are available for review at the Building and Safety Division for inspection by the public.

Fiscal Impact: _____ (Initial of CFO) None

Legal Impact: _____ (Initial of Legal Counsel) None

Report Prepared by: Elizabeth Rodriguez, Interim Management Analyst Phone: (626) 430-2211

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

John Davidson, City Manager

ORDINANCE NO. 709

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.05 – EXISTING BUILDING CODE AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2017 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2017 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2017 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2017 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2017 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2017 EDITION), EXISTING BUILDING CODE (2017 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.

RECITALS

A. Government Code section 50022.2 *et seq.* authorizes the adoption by reference of California codes and codes that adopt the California codes, including the Codes of the County of Los Angeles, which adopts the California Building, Existing Building, Residential, Green Building Standards, Plumbing, Electrical and Mechanical Codes, as amended.

B. Section 17958.5 of the Health and Safety Code expressly authorizes cities to make changes in the California Building, Existing Building Code, Residential, Green Building Standards, Plumbing, Electrical and Mechanical Codes, as reasonably necessary due to local conditions.

C. The Los Angeles County Building, Existing Building, Residential, Green Building Standards, Electrical, Plumbing and Mechanical Codes incorporate appropriate findings related to local climatic, geological, or topographical conditions of Los Angeles County, as specified under the provisions of the California Health & Safety Code.

D. On December 14, 2016, the City Council considered Ordinance 709 and accepting staff's recommendation to amend Appendix "J" of the County grading section to include Backfilling Standards of Open-Pit Mines and the requirement of a grading permit for the backfilling of open-pit mines using either inert debris fill or soil fill.

E. On January 11, 2017, the City Council of the City of Irwindale, pursuant to a notice duly issued under Government Code section 50022.3, conducted a public hearing to consider this ordinance adopting the 2017 Edition of the Los Angeles Building, Existing Building Code, Residential, Green Building

Standards, Plumbing, Electrical and Mechanical Codes with the City's amendment of Appendix "J" of the County Building Codes.

THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES ORDAIN AS FOLLOWS:

BUILDING CODE

SECTION 1: Chapter 15.04.10 of the Irwindale Municipal Code is hereby amended to read as follows:

Section 15.04.010. Adoption of code. A. There is hereby adopted, as the city building code, except as provided in this chapter, that certain building code known and designated as the Los Angeles County Building Code, 2017 Edition (Title 26 of the Los Angeles County Code), which incorporates and amends the 2016 California Building Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the building code of the city, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2016-0053, as adopted by county of Los Angeles, is adopted in its entirety, with City's Amendments to Appendix "J".

SECTION 2: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2016-0053, has made all appropriate findings related to local climatic, geological, or topographical conditions, as specified under the provisions of the California Health & Safety Code. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2016-0053. The City Council further finds that the County's grading section Appendix "J" as revised to include the requirement of a grading permit for the backfilling of open-pit mines using either inert debris fill or soil fill, is necessary to address and remediate existing geological conditions as a result of mining activities in the City of Irwindale.

EXISTING BUILDING CODE

SECTION 3: Chapter 15.05.010 of the Irwindale Municipal Code is hereby adopted to read as follows:

Section 15.05.010. Adoption of code.

A. There is hereby adopted, as the city's existing building code, except as provided in this chapter, that certain existing building code known and designated as the Los Angeles County Existing Building Code, 2017 Edition (Title 33 of the Los Angeles County Code), which incorporates and amends the 2016 California

Existing Building Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the existing building code of the city, regulating and controlling the ability to provide flexibility to permit the use of alternative approaches to achieve compliance with minimum requirements to safeguard the public health, safety, and welfare insofar as they are affected by the repair, alteration, change of occupancy, addition, and relocation of existing buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2016-0059, as adopted by the County of Los Angeles, is adopted in its entirety.

SECTION 4: Chapter 15.05.020 of the Irwindale Municipal Code is hereby adopted to read as follows:

Section 15.05.020. Copies filed. Three copies of the Los Angeles County Existing Building Code, referred to in Section 15.05.10 of this chapter, have been deposited in the office of the city clerk and shall be at all times maintained by said clerk for use and examination by the public.

SECTION 5: Chapter 15.05.030 of the Irwindale Municipal Code is hereby adopted to read as follows:

Section 15.05.030. Terms defined. Whenever any of the following names or terms are used in the Los Angeles County Existing Building Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"Board of appeals" means the board of appeals established by the Los Angeles County Building Code.

"Board of supervisors" means the city council.

"Building department" means the building and safety division of the department of public works, acting for the city.

"Building code," "uniform building" or "Los Angeles County Building Code" means Chapter 15.04 of this code;

"Building official" means the director of public works or his or her designee.

"City" means the city of Irwindale.

"County," "county of Los Angeles" or "unincorporated territory of the county of Los Angeles" means the city.

"County engineer" means the director of public works of the county of Los Angeles.

"Electrical code" means Chapter 15.08 of this code.

"Existing building code" means Chapter 15.05 of this code.

"Fire code" means Chapter 15.12 of this code.

"Fire zone" means the fire zone or zones adopted by an ordinance creating and establishing fire zones.

"General fund" means the city treasury.

"Health code" or "Los Angeles County Health Code" means Chapter 8.04 of this code.

"Health officer" means the health officer of the city.

"Mechanical code" means Chapter 15.20 of this code.

"Plumbing code" means Chapter 15.16 of this code.

"Green Building Standards code" means Chapter 15.10 of this code.

SECTION 6: Chapter 15.05.40 of the Irwindale Municipal Code is hereby adopted to read as follows:

Section 15.05.040. Fee schedule – Modification by Resolution. The fee schedules adopted by Section 15.05.10 of this title may be amended by resolution adopted by the city council.

SECTION 7: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2016-0059 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2016-0059.

RESIDENTIAL CODE

SECTION 8: Chapter 15.06.010 of the Irwindale Municipal Code is hereby amended to read as follows:

Section 15.06.010. Adoption of code. A. There is hereby adopted, as the city residential code, except as provided in this chapter, that certain residential code known and designated as the Los Angeles County Residential Code, 2017 Edition (Title 30 of the Los Angeles County Code), which incorporates and amends the 2016 California Residential Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale,

and such code shall be and become the building code of the city, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2016-0057, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 9: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2016-0057 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2016-0057.

ELECTRICAL CODE

SECTION 10: Chapter 15.08.010 of the Irwindale Municipal Code is hereby amended to read as follows:

Section 15.08.010. Adoption of Code. A. There is hereby adopted as city electrical code, except as provided in this chapter, that certain electrical code known and designated as the Los Angeles County Electrical Code, 2017 Edition (Title 27 of the Los Angeles County Code), which incorporates and amends the California Electrical Code, 2016 Edition, including all appendixes thereto and changes made by the county of Los Angeles, and such code shall be and become the electrical code of the city regulating and controlling the design, construction, installation, quality of materials, operation and maintenance of electrical systems, wiring and appliances and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2016-0054, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 11: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2016-0054 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2016-0054.

GREEN BUILDING STANDARDS CODE

SECTION 12: Chapter 15.10.010 of the Irwindale Municipal Code is hereby amended to read as follows:

Section 15.10.010. Adoption of code. A. There is hereby adopted, as the city green building standards code, except as provided in this chapter, that certain green building standards code known and designated as the Los Angeles County Green Building Standards Code, 2017 Edition (Title 31 of the Los

Angeles County Code), which incorporates and amends the 2016 California Green Building Standards Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the building code of the city, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2016-0058, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 13: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2016-0058 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2016-0058.

PLUMBING CODE

SECTION 14: Chapter 15.16.010 of the Irwindale Municipal Code is hereby amended to read as follows:

Section 15.16.010. Adoption of Codes. A. There is hereby adopted as city plumbing code, except as provided in this chapter, that certain plumbing code known and designated as the Los Angeles County Plumbing Code, 2017 Edition (Title 28 of the Los Angeles County Code), which incorporates and amends the California Plumbing Code, 2016 Edition, including all appendixes thereto and changes made by the county of Los Angeles, and such code shall be and become the plumbing code of the city regulating and controlling plumbing and drainage systems, house sewers, private sewage disposal systems and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2016-0055, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 15: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2016-0055 has made all appropriate findings related to local climatic, geological, or topographical conditions, as specified under the provisions of the California Health & Safety Code. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2016-0055.

MECHANICAL CODE

SECTION 16: Chapter 15.20.010 of the Irwindale Municipal Code is hereby amended to read as follows:

Section 15.20.010. Adoption of Codes. A. There is hereby adopted as city mechanical code, except as provided in this chapter, that certain mechanical code known and designated as the Los Angeles County Mechanical Code, 2017 Edition (Title 29 of the Los Angeles County Code), which incorporates and amends the California Mechanical Code, 2016 Edition, including all appendixes thereto and changes made by the county of Los Angeles, and such code shall be and become the mechanical code of the city regulating and controlling the design, construction, installation, quality of materials, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2016-0056 as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 17: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2016-0056 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2016-0056.

SECTION 18: All violations of the provisions of the Los Angeles County Building Code, (2017 Edition), Los Angeles County Residential Code (2017 Edition), Los Angeles County Green Building Standards Code (2017 Edition), Los Angeles County Electrical Code (2017 Edition), Los Angeles County Plumbing Code, (2017 Edition), and Los Angeles County Mechanical Code (2017 Edition) adopted by the City shall be a misdemeanor and subject to the penalty provisions contained in Chapter 1.12 of the Irwindale Municipal Code.

SECTION 19: Full Force and Effect. Except as expressly amended herein, all other subsections of Chapter 15 of the Irwindale Municipal Code shall be unchanged and in full force and effect.

SECTION 20: Effective Date. The City Clerk shall certify to the passage and adoption of this ordinance by the City Council of the City of Irwindale and shall, within 15 days after its final passage, cause the same to be published once in a newspaper of general circulation in the City of Irwindale, and this Ordinance shall take effect 30 days after its passage.

SECTION 21: Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Irwindale hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED on the 11th day of January 2017.

_____
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, California, do hereby certify that the foregoing Ordinance No. 709 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on December 14, 2016, and adopted on second reading at a regular meeting of the City Council of the City of Irwindale held on January 11, 2017, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC

Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused a copy of Ordinance No. 709, adopted by the City Council of the City of Irwindale at its regular meeting held January 11, 2017, to be posted at the City Hall, Library, and Post Office on January 12, 2017.

Dated: _____

_____
Laura M. Nieto, CMA
Deputy City Clerk

COUNCIL AGENDA
ITEM 2G

DEC 14 2016

AGENDA REPORT

Date: *December 14, 2016*

To: *Honorable Mayor and City Council Members*

From: *John Davidson, City Manager*

Issue: *Addendum No. 1 to Certified Final Environmental Impact Report for the Olive Pit Mine and Reclamation Project*

City Manager's Recommendation:

That the City Council receive and file Addendum No. 1 to the Certified Final Environmental Impact Report for the Olive Pit Mine and Reclamation Project analyzing the proposed revision to the annual allowable rate of mining so as to reduce the overall timeline of the project.

Background:

On December 3, 2014, the City Council approved the Olive Pit Mine and Reclamation Project (Project). The approvals included a Development Agreement and License Agreement between the City and United Rock Products Corporation (United) and Environmental Impact Report (EIR) authorizing United to mine remaining aggregate reserves on the existing approximately 189-acre Olive Pit in Irwindale. The Project include the right to mine at an average rate of 1 million tons per year and reclamation of the eastern portion of the pit to yield 32 net developable acres, with the balance of the Olive Pit to be reclaimed for open space and/or a storm water retention basin.

Per the terms of the Development Agreement, at Section 9.1, if "commercial production warrants an increase in the average annual excavation rate designated for the Project, [United] shall have the right to apply for an amendment to such average production rate and the City agrees to amend this [Development] Agreement to accomplish such revised average rate, subject to compliance with CEQA and implementation of any required mitigation measures." On September 27, 2016, in accordance with this Section 9.1 of the Development Agreement, United applied (Application) to increase the rate of mining to 1.5 million tons per year, which will in turn reduce the overall timeline of mining and reclamation by approximately 10 years, from approximately 32 years to 22 years.

On October 26, 2016, this City Council approved a contract with Harvey Consulting Group, LLC, the consultant that prepared the EIR, to prepare the Addendum to the EIR to analyze the request.

On August 19, 2015, the Cities of Irwindale and Baldwin Park and United entered into a Settlement Agreement to resolve the legal challenge by Baldwin Park of the EIR and related approvals. That Settlement Agreement specifically includes and encompasses any future action by the City of Irwindale to approve a "revision to the annual allowable rate of mining or reclamation so as to reduce the overall timeline of the Project. . . ." As such, the proposed action was anticipated and Irwindale is not obligated to address this issue further with the City of Baldwin Park. Nevertheless, City of Irwindale staff provided the City of Baldwin Park a courtesy notice of the proposed Addendum.

Request:

Harvey Consulting Group, LLC has prepared the Addendum, which confirms that no further environmental impact arises from the request, subject to some minor revisions to mitigation measures. A copy of the Addendum is provided with this staff report (Attachment 2). The technical appendices are voluminous and not attached. However, they are available for review in the City's Community Development Department.

Per the terms of the Development Agreement, the revision to allow the request is required, and the revised mining rate will be documented in an administrative amendment to the Development Agreement, subject to approval as to form by the City Attorney.

Fiscal Impact:

The increased mining rate will allow the City to collect royalties and mining taxes within an expedited timeline, but no overall change is expected to the total anticipated revenues from the Project.

Fiscal Impact: _____ (Initial of CFO)

Legal Impact: Approved electronically on 12-08-16 (Initial of Legal Counsel)

Contact Person: Gustavo J. Romo, Community Development Director
626.430.2206
gromo@irwindaleca.gov

John Davidson, City Manager

ATTACHMENTS

1 – United Letter of Intent (Dated 9/27/16)
2 – Addendum No. 1 to Olive Pit EIR

ATTACHMENT 1

United Letter of Intent (Dated 9/27/16)

September 27, 2016

Gustavo Romo
Community Development Director
City of Irwindale, Ca

Dear Mr. Romo

United Rock Products currently has a License Agreement and Development Agreement with the City of Irwindale for exaction and reclamation of the Olive Pit. Within the documents is language related to average tons of excavation of material. The current average is 1 million tons per year over the life of the project. Section 9.4 of the Development Agreement contemplates that if the Developer determines that commercial production warrants an increase in the average annual excavation rate, the Developer has the right to amend the agreement.

Per these documents United Rock Products is requesting an amendment to the average annual tons from 1 million to 1.5 million.

Additionally, the operation was originally to commence on December 9th, 2015, so the average tonnage for the operation to meet the term of the License Agreement and Development Agreement is 1.35 million tons. We believe the 1.5 million tons average is a minor modification authorized under section 9.4 of the Development Agreement.

Russ Caruso

Russ Caruso
VP/GM United Rock Products

Cc: Dave Martinez
Bill Boyd
Fred Galante
William Tam

Attachments
License Agreement (City of Irwindale and United Rock Products)
Development Agreement (City of Irwindale and United Rock Products)
Settlement Agreement (City of Baldwin Park and City of Irwindale)

ATTACHMENT 2

Addendum No. 1 to Olive Pit EIR

ADDENDUM NO. 1 TO
FINAL ENVIRONMENTAL IMPACT REPORT

OLIVE PIT MINE
AND RECLAMATION PROJECT

NOVEMBER 2016

STATE CLEARINGHOUSE NUMBER

2014031051

City of
IRWINDALE

Addendum No. 1 – Final Environmental Impact Report

Olive Pit Mine and Reclamation Project
City of Irwindale
(State Clearinghouse No. 2014031051)

November 2016

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Addendum No. 1 to the Final Environmental Impact Report
Olive Pit Mine and Reclamation Project
City of Irwindale

1.0 INTRODUCTION

This Addendum No. 1 to the Final Environmental Impact Report (FEIR) for the Olive Pit Mine and Reclamation Project has been prepared by the City of Irwindale to evaluate a change in operations allowing an annual extraction of aggregate of up to 1.5 million tons per year (MTY). The FEIR was certified and the Project was approved by the City on December 3, 2014. The approval was for United Rock Products Company (URP) – under lease from the City – to mine remaining aggregate reserves on the existing ±189 acre Olive Pit with average extraction rate of up to 1.0 MTY, and reclamation of the eastern portion of the pit to yield 32 net developable acres, with the balance of the site to be reclaimed for use as open space and/or stormwater retention basin.

1.1 BACKGROUND AND DESCRIPTION OF THE PROPOSED ACTION

The approved Project involves three components: 1) construction of a new on-site access road and relocation of the on-site access point; 2) phased extraction of mineral resources (Phases I and II); and 3) site reclamation (Phases I and II). The first operational phase at the site will include extraction of the eastern portion of the site, followed by reclamation of this area to create an approximately 32-acre pad suitable for future development. Reclamation will involve filling the extraction void with compacted inert fill materials. The second operational phase will include extraction of the remainder of the site utilizing both dry and underwater extraction processes. Reclamation of the Phase 2 area will involve stabilization of slopes created during extractive operations, to be completed as final slopes become available for this purpose.

The Project is expected to yield approximately 32-million tons of recoverable aggregate reserves that meet the quality standards of applicable California governmental agencies. Average production was approved to be approximately one-million tons of aggregate per year beginning in 2016 / 2017. At that rate, extraction would occur for a period of approximately 32 years with concurrent filling operations for reclamation commencing in the first of two phases. Final reclamation of the eastern 32 acres will involve backfilling and compaction to street level for potential future urban development. The remainder of the property was approved to be reclaimed for the potential end land use of storm water retention and groundwater recharge, and/or a flood control facility, and/or open space recreational land uses.

Extractive activities will utilize both dry and wet operations and will be subject to the City's guidelines for slope stability and public safety. All mined material will be transported about 3.3

miles from the Olive Pit to URP's existing processing facility located in URP's Pit No. 4 at 1245 E. Arrow Highway in Irwindale. Loaded trucks will exit the Olive Pit at Cypress Avenue, travel north on Azusa Canyon Road to Arrow Highway, and then west across the I-605 to Pit 4. This transport route lies entirely within the City of Irwindale and will not utilize any adjacent cities streets or State highways.

United Rock Products has requested a change in operations to allow extraction of up to 1.5 million tons per year, based upon market demand. All other approved elements of the Project will remain the same, including hours of operation, truck routing, and mining and reclamation specifications and methods. No additional employees or equipment will be utilized within the mine site to accomplish the increased extraction rate, but the number of daily truck trips will increase by 1.5 times. Mining and reclamation of the site would be accelerated over a shorter period, and possibly over as few as 21-22 years rather than 32+ years.

This addendum to the FEIR addresses potential changes in impacts as reported in the FEIR, with a focus on impacts related to traffic, noise, air quality, greenhouse gases, and related health risks. The analysis also evaluates whether mitigation requirements imposed as conditions of approval would need to be modified or supplemented.

1.2 CEQA GUIDANCE AND BASIS FOR AN ADDENDUM TO THE FEIR

As the Lead Agency under CEQA, Irwindale certified the FEIR evaluating and disclosing the potential environmental impacts associated with implementation of the Olive Pit Mine and Reclamation Project. When an EIR has been certified and the project is modified or otherwise changed after certification, additional CEQA review may be necessary. The key considerations in determining the need for and appropriate type of additional CEQA review are outlined in §21166 of the Public Resources Code (CEQA), which specifically provides that a Subsequent or Supplemental EIR is <u>not</u> required unless one or more of the following occurs:

(a) Substantial changes are proposed in the project which will require major revisions in the environmental impact report.

(b) Substantial changes occur with respect to the circumstances under which the project is undertaken which would require major revisions in the environmental impact report.

(c) New information, which was not known and could not have been known at the time the environmental impact report was certified as complete, becomes available.

Pursuant to the 2016 State CEQA Guidelines §15164, and with reference to §15162, an addendum to a previously certified Environmental Impact Report (EIR) is required when

changes or additions are necessary, but where none of the conditions call for the preparation of a subsequent EIR. This addendum has been prepared to assess the requested increased aggregate extraction rate and reclamation timing. The addendum is required to include an explanation of the decision not to prepare a Supplemental EIR, supported by substantial evidence pursuant to the State CEQA Guidelines §15164(e).

The proposed action, as set forth and described in this Addendum No.1 to the FEIR, would not result in any change to mining or reclamation activities at the site, except that the allowable maximum annual extraction rate would increase from 1.0 MTY to 1.5 MTY, and the total time for completion of mining and subsequent reclamation of the site will be reduced from approximately 32 years to approximately 22 years. No change from the permitted mining depth, total materials mined, fill quantities, or post-reclamation land uses would occur from the proposed modification. Truck haul routes, processing location and number of employees are the same for both operational levels. Therefore, no substantial change or circumstance leading to a major revision would occur as a result of the proposed action.

Review of the impact analysis for each resource topic area is summarized below in **Table 1 – Review of Impact Analyses**. Chapters from the Olive Pit Mine and Reclamation FEIR are referenced in the table. Updated assessments of air quality, greenhouse gases, health risks, noise and traffic are presented, with more detailed technical assessments of these topics contained in the supporting appendices A, B and C attached to this Addendum.

Based upon these assessments, the City concludes that the proposed action is within the scope of the Olive Pit FEIR and this Addendum No. 1 fulfills the CEQA review necessary for an addendum to an EIR. The proposed action would not result in any new significant impacts beyond those identified in the FEIR. Minor enhancements to mitigation requirements for traffic, air quality and noise are identified, but none of the conditions described in State CEQA Guidelines §15162 calling for the preparation of a subsequent EIR have occurred. The enhancements to mitigation measures for traffic, air quality and noise are incorporated into the Project's mitigation requirements as mandatory conditions of approval.

2.0 REVIEW OF THE FEIR IMPACT ANALYSES AND ADDENDUM No. 1 MODIFICATIONS

As explained in the summary assessments that follow, and detailed in the attached technical appendices, the increased extraction rate would not be expected to result in any new impacts from those identified in the Olive Pit FEIR, but the magnitude of impacts for air quality, noise and traffic will be somewhat greater, requiring adjustments to mitigation requirements to address those increased effects. From a comprehensive project perspective, no changes to the types and number of mining equipment and employees, processing site, or depth of mining are proposed, and the long term reclamation and land use plans are not modified in any way. The increased extraction rate will result in reducing the total duration of both mining and reclamation activities, effectively leading to completion of operations about a decade earlier than for the currently approved operations, considered to be a beneficial change. **Table 2.0-1 – Review of FEIR Impact Analysis and Addendum No. 1 Modifications** briefly summarizes the proposed action as it relates to each resource area evaluated in the Olive Pit FEIR.

TABLE 2.0-1
REVIEW OF FEIR IMPACT ANALYSES and ADDENDUM No. 1 MODIFICATIONS

OLIVE PIT FEIR CHAPTER	IMPACT ANALYSIS
3.1 Effects Not Found To Be Significant	This chapter of the Olive Pit FEIR (pages 3.1-1 through 3.1-3) remains accurate and is unchanged by this *Addendum No. 1 to the Olive Pit FEIR.*
3.2 Aesthetics	This chapter of the Olive Pit FEIR (pages 3.2-1 through 3.2-11) remains accurate and is unchanged by the *Addendum No. 1 to the Olive Pit FEIR.*
3.3 Air Quality, Greenhouse Gases and Health Risk Assessment	This chapter of the Olive Pit FEIR (pages 3.3-1 through 3.3-47) remains essentially accurate, and is updated in this *Addendum No. 1 to the Olive Pit FEIR* to assess the increased emissions associated with a higher extraction rate and adjust mitigation requirements accordingly. See *Air Quality, Greenhouse Gases and Health Risk Assessment* text below, and Appendix A attached to this Addendum.
3.4 Biological Resources	This chapter of the Olive Pit FEIR (pages 3.4-1 through 3.4-32) remains accurate and is unchanged by this *Addendum No. 1 to the Olive Pit FEIR.*

TABLE 2.0-1 REVIEW OF FEIR IMPACT ANALYSES and ADDENDUM No. 1 MODIFICATIONS	
OLIVE PIT FEIR CHAPTER	**IMPACT ANALYSIS**
3.5 Geology, Soils, and Mineral Resources	This chapter of the Olive Pit FEIR (pages 3.5-1 through 3.5-28) remains accurate and is unchanged by this *Addendum No. 1 to the Olive Pit FEIR.*
3.6 Hazards and Hazardous Materials	This chapter of the Olive Pit FEIR (pages 3.6-1 through 3.6-15) remains accurate and is unchanged by this *Addendum No. 1 to the Olive Pit FEIR.*
3.7 Land Use and Planning	This chapter of the Olive Pit FEIR (pages 3.7-1 through 3.7-19) remains accurate and is unchanged by this *Addendum No. 1 to the Olive Pit FEIR.*
3.8 Noise	This chapter of the Olive Pit FEIR (pages 3.8-1 through 3.8-33) remains essentially accurate, and is updated in this *Addendum No. 1 to the Olive Pit FEIR* to assess the increased noise from mining and traffic for a higher extraction rate and adjust mitigation requirements as needed. See *Noise Assessment* text below, and Appendix B attached to this Addendum.
3.9 Traffic Generation and Circulation	This chapter of the Olive Pit FEIR (pages 3.9-1 through 3.9-92) remains essentially accurate, and is updated in this *Addendum No. 1 to the Olive Pit FEIR* to assess the increased number of truck trips needed for a greater extraction rate, and adjust mitigation requirements accordingly. See *Traffic Generation and Circulation Assessment* text below, and Appendix C attached to this Addendum.
3.10 Water Quality and Hydrology	This chapter of the Olive Pit FEIR (pages 3.10-1 through 3.10-21) remains accurate and is unchanged by this *Addendum No. 1 to the Olive Pit FEIR.*
4.0 Mandatory CEQA Considerations	This chapter of the Olive Pit FEIR (pages 4.0-1 through 4.0-7) remains accurate and is unchanged by this *Addendum No. 1 to the Olive Pit FEIR.*
5.0 Alternatives to the 1.5 MTY project	This chapter of the Olive Pit FEIR (pages 5.0-1 through 5.0-18) remains accurate and is unchanged by this *Addendum No. 1 to the Olive Pit FEIR.*

As stated in the FEIR, sensitive receptors in the project vicinity of the Olive Pit include residential uses to the north, south, and west. Under the proposed modified extraction rate, haul truck traffic will be increased approximately 1.5 times, with attendant increases in air emissions, greenhouse gases and related health risks, and noise. Updated assessments of these environmental topics to account for the proposed increased extraction rate are presented below.

2.1 UPDATED AIR QUALITY, GREENHOUSE GASES AND HEALTH RISK ASSESSMENT

The updated assessment of air quality, greenhouses gases and associated health risks was prepared by Harvey Consulting Group's team member, The RCH Group, and is the same consulting team that assisted the City of Irwindale in preparation of the 2014 Olive Pit EIR. This section presents a summary of their results. The full updated assessment is presented in Appendix A to this Addendum No. 1.

The updated air quality assessment evaluates air quality impacts of the increased processing levels and resultant haul truck trips for the change of operations from 1.0 million tons per year (MTY) to 1.5 MTY for the Irwindale Olive Pit Mine and Reclamation Project. The Olive Pit Mine FEIR determined that air quality impacts of nitrogen oxides (NO_X) emissions were significant and unavoidable. This air quality assessment revises the air quality assessment and determines whether the change in operations would create any new significant air quality impacts or previous impacts that are substantially more severe as a result of the increased extraction rate. Other issues related to air emissions covered in this air quality technical report include greenhouse gas (GHG) emissions, and the assessment of emissions related to air quality health risks (health risk assessment or HRA).

The haul truck trips and number of haul trucks idling onsite are proposed to increase from 262 truck trips (within the FEIR) to 392 truck trips. Thus, the air emissions resulting from haul truck trips would increase. Throughput is proposed to increase from 1.0 to 1.5 MTY, thus, the fugitive dust from material handling, material processing, and unpaved surfaces would also increase.

The following discussion includes each of the air quality impacts described in the FEIR, states the results documented in the FEIR and the results associated with the increased extraction rate. **Mitigation Measures AQ-1 through AQ-15** within the Final EIR shall continue to be implemented to reduce fugitive dust and combustion exhaust emissions. Additional mitigation measures are included to reduce the impacts of higher extraction rate, as needed.

IMPACT AQ-1

Would Project-related construction activities conflict with or obstruct implementation of the applicable air quality plan (SCAQMD 2012 AQMP, dated February 2013) or violate any air quality standards or contribute substantially to an existing or projected air quality violation of SCAQMD?

Less than Significant

Construction activities (i.e., access road construction, site preparation, equipment staging, paving) would not be changed to accommodate the higher extraction rate. It is mandatory for all construction projects in the Basin to comply with SCAQMD Rule 403 for fugitive dust. Specific Rule 403 control requirements include, but are not limited to, applying water in sufficient quantities to prevent the generation of visible dust plumes, applying soil binders to uncovered areas, reestablishing ground cover as quickly as possible, utilizing a wheel washing system to remove bulk material from tires and vehicle undercarriages before vehicles exit the project site, and maintaining effective cover over exposed areas.

As shown in **Table 1: Estimated Daily Emissions from Project Construction (pounds)** in Appendix A, the estimated daily emissions for all construction related emissions (including combustion engines and evaporative emissions), would be less than the significance criteria. The estimated daily ROG, NO_x, CO, PM_{10}, and $PM_{2.5}$ emissions would not exceed the SCAQMD threshold and would not conflict with or obstruct implementation of the applicable air quality plan or violate any air quality standards or contribute substantially to an existing or projected air quality violation. Emissions of SO_2 and lead would be less than 0.1 pounds per day and less than the respective significance thresholds.

IMPACT AQ-2

Would the operation of the 1.5 MTY project conflict with or obstruct implementation of the applicable air quality plan (SCAQMD 2012 AQMP, dated February 2013) or violate any air quality standards or contribute substantially to an existing or projected air quality violation of SCAQMD?

Less than Significant Impact for CO, SO_2, PM_{10}, and $PM_{2.5}$ Emissions
Significant and Unavoidable Impact for NO_x Emissions

As described in the FEIR, material would continue to be extracted through dry mining; thereafter, the use of a dredge or other method for extracting material below the water table would be used. As materials are extracted, it would continue to be transported from the pit to the loading area by off the road haul trucks or conveyor, and subsequently placed in overhead hoppers. On road haul trucks would continue to be loaded at the hoppers through an automated process. The trucks then proceed from the site to the United Rock Products processing plant located at 1245 East Arrow Highway in Irwindale.

Operation of the 1.5 MTY project would require the use of heavy-duty equipment, such as excavators, loaders, forklifts, off-road haul trucks. This equipment would be used to load and unload material and otherwise sort and handle material. Emissions from this equipment were estimated using the same approach as construction emissions. Emission factors from the OFFROAD emissions model were used to estimate emissions. All equipment would work during business hours except the road grader, which would work about 25 percent of the time. Hours of operation (business hours) are 7 am to 7 pm, six days a week (or 306 days per year). Off-road mining equipment would remain onsite and at the bottom of the pit at all times. The hours of operation and the number of days per year of operations is not proposed to change. No changes to the type and number of off-road onsite heavy duty equipment are proposed, and thus, no changes in the off-road equipment usage were analyzed.

Vehicular emissions were computed using the CARB's emission factor model, EMFAC, to estimate on-road emissions. Employee trips were modeled using the light-duty auto classification. Paved road dust, break wear, and tire wear particulate emissions were also accounted for and included in the analysis using EMFAC factors and methodologies from CARB and the USEPA. The 1.5 MTY project would include approximately six employees, each traveling a round trip distance of 15 miles; assuming 306 working days a year (six-day work week, with six holidays). No changes in the number of employees are proposed and thus, no changes in the employee vehicles trips were analyzed.

Haul trucks were modeled using the "T7" classification, which is a heavy-heavy duty truck emission factor. Paved road dust, break wear, and tire wear particulate emissions were also accounted for and included in the analysis using EMFAC factors and methodologies from CARB and the USEPA. Haul trucks would only be at the loading area during operating hours when picking up a load. The haul truck trips and number of haul trucks idling onsite are proposed to increase from 262 truck trips (within the Final EIR) to 392 truck trips as a result of the increased extraction rate, with corresponding increase in air emissions resulting from haul truck trips.

Fugitive dust emissions were determined for the aggregate processing operations which include screening, material transfer to conveyors, truck loading/unloading as well as the material handling and storage operations. The emission factors were determined using the methodology found in Section 11 – Mineral Products Industry and Section 13 – Miscellaneous Sources of USEPA's Compilation of Air Pollutant Emission Factors (AP-42). SCAQMD's fugitive dust mitigation measures were applied to the applicable uncontrolled pollutant emission rates. The material throughput is proposed to increase from 1.0 to 1.5 MTY, thus, the fugitive dust from material handling, material processing, and unpaved surfaces would increase from that previously assessed in the FEIR.

The unmitigated emissions for a 1.5 MTY operation are provided in **Table 2 Estimated Daily 1.5 MTY project Unmitigated Emissions (pounds)** in Appendix A. Without mitigation, the 1.5 MTY operations would exceed SCAQMD thresholds of significance and be potentially significant for NO_x and PM_{10} emissions.

The 1.5 MTY operations emissions using Tier 3 emission standard equipment are provided in Appendix A, **Table 3 Estimated Daily 1.5 MTY project Emissions (pounds) with Tier 3 Equipment. Table 4 Estimated Daily 1.5 MTY project Emissions (pounds) with Tier 4 Equipment** in Appendix A presents the emissions associated with the 1.5 MTY operation using Tier 4 emission standard equipment.

The 1.5 MTY operation's mitigated emissions would not exceed SCAQMD thresholds of significance and thus, be less than significant for ROG, CO, PM_{10}, and $PM_{2.5}$. The 1.5 MTY emissions (using Tier 3 and/or Tier 4 emission standard equipment) would exceed SCAQMD thresholds of significance and be potentially significant for NO_x emissions. However, the increase from 1.0 MTY to 1.5 MTY would only increase the NO_x emissions by approximately 12 pounds per day, which is less than SCAQMD thresholds of significance. Therefore, the change in operations would not create any new significant air quality impacts or substantially increase the severity of previous NO_x emissions. Nevertheless, as disclosed in the FEIR, the NO_x emissions associated with operational activities would conflict with or obstruct implementation of the applicable air quality plan and violate any air quality standards or contribute substantially to an existing or projected air quality violation of SCAQMD and result in a significant unavoidable impact of NO_x emissions. This conclusion remains unchanged from the FEIR.

IMPACT AQ-3

Would Project-related construction and operational activities potentially cause an exceedance of the Ambient Air Quality Standards for Criteria Pollutants?

Less than Significant Impact for CO, SO_2, NO_2, and $PM_{2.5}$ Concentrations
Less than Significant Impact with Mitigation for PM_{10} Concentrations

The American Meteorological Society/USEPA Regulatory Model Improvement Committee Model (AERMOD) was used to model the air dispersion of pollutants from the Project site and from off-site ambient air concentrations in order to evaluate compliance with the NAAQS and CAAQS. This model, which has been approved for use by USEPA, CARB, and SCAQMD. Using dispersion modeling, the project would result in a significant operational air quality impact if regional emissions exceed the significance concentration thresholds set forth in **Table 5 SCAQMD Ambient Air Quality Standards Significance Thresholds** in Appendix A.

The estimated ambient air quality concentrations within the Final EIR (at 1 MTY) and the proposed increase (at 1.5 MTY) are provided in **Table 6 Estimated Ambient Air Quality Concentrations** in Appendix A. Without mitigation, **Table 6** shows that the 1.5 MTY project would be a potentially significant impact for PM_{10} and $PM_{2.5}$ ambient concentrations. All other pollutants (CO, NO_2, and SO_2) would be a less than significant impacts on ambient air quality concentrations.

With **Mitigation Measures AQ-1 through AQ-15** (using Tier 3 emission standard equipment), **Table 6** in Appendix A shows that the 1.5 MTY project would be a potentially significant impact for PM_{10} ambient concentrations. With **Mitigation Measures AQ-1 through AQ-15** (using Tier 4 emission standard equipment), **Table 6** in Appendix A also shows that the 1.5 MTY project would be a potentially significant impact for PM_{10} ambient concentrations. Therefore, additional mitigation measures are included to reduce the PM_{10} impacts to less than significant.

Notably, the estimated project incremental PM_{10} 24-hour concentrations which are greater than the threshold of 2.5 $\mu g/m^3$ occurs at locations within 50 meters (165 feet) to the south of the facility (within open space and industrial/commercial land uses) and at locations within the southwest corner of the fenceline out to 25 meters (80 feet) within a residential area. The estimated project incremental PM_{10} 24-hour concentration is below the significance threshold within locations beyond 50 meters (165 feet) from the project site to the south and southwest and at all locations to the east (commercial/industrial areas) and to the north (residential). These locations of potentially elevated PM_{10} concentrations encompass a relatively small geographical area. Secondly, a vast majority of the potentially significant PM_{10} impact is related to fugitive dust emissions from traffic/wind erosion on unpaved surfaces and material processing units (screening, hopper, conveyors).

In conclusion, with regard to the ambient concentrations, the 1.5 MTY project's CO, NO_2, SO_2, and $PM_{2.5}$ impacts would not create any new significant air quality impacts or substantially increase the severity of previous air quality impacts with implementation of **Mitigation Measures AQ-1 through AQ-15**. The 1.5 MTY project's incremental PM_{10} impacts would be a potentially significant air quality impact that was not identified in the FEIR and requires additional mitigation measures to avoid a Significant and Unavoidable PM_{10} impact.

The following mitigation measures (modifications to **Mitigation Measures AQ-8 and AQ-15** and the addition of **Mitigation Measures AQ-16 through AQ-19)** have been identified to reduce the potentially significant air quality impacts to PM_{10} concentrations from the proposed 1.5 MTY project (additions are shown in <u>underline</u> and deleted text is show in ~~strikethrough~~):

MM AQ-8

The Project Operator shall require all on-site off-road heavy-duty equipment greater than 50 horsepower (hp) to meet USEPA Tier 3 and/or 4 emissions standards;[1] based on availability at the initiation of the Project. In addition, all equipment shall be outfitted with the Best Available Control Technology (BACT) devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 2 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. A copy of the certified tier specification for each piece of heavy-duty equipment, BACT documentation, and CARB or SCAQMD operating permit shall be provided to the City prior to operation of the Project.

At a minimum, the Project Operator shall require upon occupancy that all heavy duty trucks entering the property must meet or exceed 2010 engine emission standards specified in California Code of Regulations Title 13, Article 4.5, Chapter 1, Section 2025. The Project Operator shall require further mitigation that requires phase-in for non-diesel powered trucks (e.g., natural gas trucks) as commercially-available and as a part of the bidding process during the replacement of diesel-powered trucks.

MM AQ-15

The initial 1000 ~~200~~ feet of the access road shall be paved. The remaining length of the unpaved road shall be treated with dust palliatives and watered for dust control and soil stabilization. [Provides for an increase in the fugitive dust control efficiency for unpaved truck traffic from 84 to 92 percent].[2]

MM AQ-16

Require construction of three-sided enclosures with 50 percent porosity for storage piles. [Provides for a fugitive dust control efficiency for storage piles of 75 percent].[3]

MM AQ-17

Water the storage piles at a rate of 1.4 gallons/hour-yard^2, or apply cover when wind events are declared. [Provides for a fugitive dust control efficiency for storage piles of 90 percent].[4]

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[1] Construction equipment with Tier 3 and 4 engines comprise nearly 50 and 22 percent, respectively, of the statewide construction equipment fleet and CARB Regulations will result in the percentage increasing over the next several years.

[2] South Coast Air Quality Management District, Mitigation Measures and Control Efficiencies, http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/mitigation-measures-and-control-efficiencies

[3] South Coast Air Quality Management District, Mitigation Measures and Control Efficiencies, http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/mitigation-measures-and-control-efficiencies

MM AQ-18

Operations on unpaved surfaces and material processing shall be suspended when wind speeds exceed 25 miles per hour. [Provides for a fugitive dust control efficiency of over 90 percent].[5]

MM AQ-19

Plant tree windbreaks on the windward (southwest fenceline) perimeter of the project site. [Provides for a fugitive dust control efficiency of 4 to 15 percent].[6]

As shown in **Table 7 Estimated Ambient Air Quality Concentrations with Additional Mitigation Measures** in Appendix A, the project incremental PM_{10} impacts (using Tier 3 emission standard equipment and **Mitigation Measures AQ-1 through AQ-19**) would be 2.5 (calculated as 2.47) $\mu g/m^3$ for 24-hour impact and 0.3 $\mu g/m^3$ for annual impacts. The project incremental PM_{10} impacts (using Tier 4 emission standard equipment and **Mitigation Measures AQ-1 through AQ-19**) would be less than 2.1 $\mu g/m^3$ for 24-hour impact and 0.4 $\mu g/m^3$ for annual impacts.

In conclusion, with **Mitigation Measures AQ-1 through AQ-19** (using Tier 3 and/or Tier 4 emission standard equipment), the 1.5 MTY project's incremental PM_{10} impacts would not create any new significant air quality impacts or substantially increase the severity of previous PM_{10} concentrations. Therefore, the 1.5 MTY project would have a less than significant impact on PM_{10} concentrations.

IMPACT AQ-4

Would Project-related operational activities cause an exceedance of the CAAQS for CO at traffic intersections?

Less than Significant Impact

Increased traffic volumes due to the 1.5 MTY project result in increased pollutant emissions in the vicinity of the roads utilized by this traffic, which can cause pollutant levels to exceed the ambient air quality standards. CO and particulates (PM_{10} and $PM_{2.5}$) are the pollutants of major concern along roadways.

[4] South Coast Air Quality Management District, Mitigation Measures and Control Efficiencies, http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/mitigation-measures-and-control-efficiencies

[5] South Coast Air Quality Management District, Mitigation Measures and Control Efficiencies, http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/mitigation-measures-and-control-efficiencies

[6] South Coast Air Quality Management District, Mitigation Measures and Control Efficiencies, http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/mitigation-measures-and-control-efficiencies

There is a direct relationship between traffic/circulation congestion and CO impacts; because exhaust from vehicular traffic is the primary source of CO. CO is a localized pollutant that dissipates very quickly under normal meteorological conditions. Therefore, CO concentrations decrease substantially as distance from the source (intersection) increases. The highest CO concentrations are typically found in areas directly adjacent to congested roadway intersections. The SCAQMD suggests that localized CO impacts be considered at intersections that change from level of service (LOS) A, B, or C to D or worse as a result of the 1.5 MTY project and for all intersections rated D or worse where the 1.5 MTY project increases the volume-to-capacity by two percent or more.

Traffic volumes at the 1.5 MTY project intersections are not projected to exceed the traffic volumes of the three worst-case intersections in the Air Basin either on a per lane basis or total traffic. Further, these intersections do not have any characteristics that would result in higher CO concentrations than the worst-case intersections. Therefore, no exceedance of the CO AAQS would be expected at any of these intersections and impacts would be less than significant.

Would Project-related operational activities cause an exceedance of the CAAQS for PM_{10} and $PM_{2.5}$ at traffic intersections?

Less than Significant Impact

Roads with substantial diesel truck volumes have the potential to result in particulate hot spots. The Federal Highway Administration (FHWA) has published guidance on performing a qualitative analysis of particulate hot spots because at this time a reliable and accurate methodology for quantitatively assessing particulate hotspots has not been established. The FHWA guidance considers a road with an average daily diesel truck volume of 10,000 or less does not have the potential to result in a hot spot. None of the local roads in the project area would be expected to have this level of diesel truck traffic. The 1.5 MTY project would result in 392 one-way truck trips per day.

Generally, a project is not of concern unless it changes capacity or alignment of a road with more than 125,000 average annual daily trips (AADT) and eight percent trucks, more than 10,000 truck AADT (eight percent of 125,000), or otherwise may substantially increase or concentrate diesel exhaust emissions (such as bus terminals and transfer points, designated truck routes, and freight intermodal terminals).

The 1.5 MTY project would not cause diesel truck traffic volumes at a level to be a project of concern. Thus, the Project is not anticipated to cause or significantly contribute to any particulate matter concentrations exceeding the AAQS along local roadways serving the Project.

IMPACT AQ-5

Would Project operational activities expose sensitive receptors to substantial concentrations of toxic air contaminants (TAC)?

Less than Significant Impact

The 1.5 MTY project-related health risk and hazards were compared to the significance thresholds. A HRA was conducted in accordance with technical guidelines developed by the federal and California agencies consistent with the FEIR assessment (i.e., USEPA, CalEPA-OEHHA) and the SCAQMD.

The SCAQMD has established the CEQA significance threshold for individuals exposed to TAC sources as the increased incremental cancer risk of 10 in one million or greater. The HRA analyzed the potential incremental cancer risks to residents in the project vicinity of the 1.5 MTY project, using emission rates from CARB's EMFAC and OFFROAD emission models. Emissions were input into the USEPA approved dispersion model AERMOD to calculate ambient air concentrations at receptors in the project vicinity. This assessment is intended to provide a worst–case estimate of the increased exposure by employing a standard emission estimation program and an accepted pollutant dispersion model.

Within the FEIR, the maximum incremental cancer risks from all equipment and trucks would be 1.8 (residential adult receptor), 0.9 (residential child receptor), 0.4 (off-site worker), and 0.2 (school children receptor) cancers per million, which are less than the SCAQMD significance threshold of 10 in one million.

For the 1.5 MTY project, the maximum incremental cancer risks from all equipment and trucks would be 1.9 (residential adult receptor), 0.9 (residential child receptor), 0.4 (off-site worker), and 0.2 (school children receptor) cancers per million, which are less than the SCAQMD significance threshold of 10 in one million.

Exposure to non–carcinogenic substances would be significant if the Hazard Index (HI) exceeds 1.0. The Hazard Index is the ratio of a hazardous air pollutant concentration to its Reference Concentration, or safe exposure level. If this "hazard index" exceeds one, people are exposed to levels of hazardous air pollutants that may pose non-cancer health risks. The maximum chronic hazard index for the 1.5 MTY project is 0.1 and thus less than significant. The maximum acute hazard index for the 1.5 MTY project is 0.1 and thus less than significant.

IMPACT AQ-6

Would the Project create objectionable odors affecting a substantial amount of people?

Less than Significant Impact

According to the SCAQMD *CEQA Air Quality Handbook*, land uses associated with odor complaints typically include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. There are no associated odors with the 1.5 MTY project's type of mining activities. Thus, it is determined that the 1.5 MTY project would not create odors affecting a substantial amount of people and this impact would be less than significant.

IMPACT AQ-7

Would the Project conflict with implementation of State goals for reducing greenhouse gas emissions?

Less than Significant Impact

The primary source of GHG associated with the 1.5 MTY project would occur from ongoing mining operations and movement of the rock for processing. For the 1.5 MTY project, the City is adopting the SCAQMD, 10,000 metric tons (MT) CO_2e per year industrial project screening threshold as the significance threshold in addition to the qualitative thresholds of significance from Section VII of Appendix G to the CEQA Guidelines.

Within the FEIR, the annual GHG emissions were determined to be 3,574 MT CO_2e, and average annual GHG emissions of 3,049 MT CO_2e. These GHG emissions were below the SCAQMD significance threshold of 10,000 MT CO_2e per year.

With the 1.5 MTY project, the annual GHG emissions were determined to be 3,574 MT CO_2e, and an average annual GHG emissions of 3,049 MT CO_2e. These GHG emissions are below the SCAQMD significance threshold of 10,000 MT CO_2e per year.

SIGNIFICANCE AFTER MITIGATION

Less than Significant Impact for CO, SO_2, PM_{10}, and $PM_{2.5}$ Emissions

Significant and Unavoidable Impact for NO_x Emissions

Implementation of **Mitigation Measures AQ-1 through AQ-19**, and adherence to various federal, State, and local laws, ordinances, and regulations, would result in the following findings of potential air quality emissions and impacts, GHG emissions, odor and health risk assessment impacts associated with the construction and operation of the Olive Pit Mine. All impacts from the 1.5 MTY project related to air quality, GHG emissions, and health risks would be less than

significant with mitigation except NO_x operational emissions, which are significant and unavoidable, as was determined for the 1.0 MTY project in the FEIR.

CUMULATIVE IMPACTS

Would the Project result in a cumulative impact of criteria pollutants including ozone precursors (NO_x) emissions?

Significant and Unavoidable Impact for NO_x Emissions

The 1.5 MTY project would result in a potentially significant NO_x emissions during operations and the South Coast Air Basin is nonattainment for ozone and particulate matter. Therefore, the 1.5 MTY project would result in a regional cumulative impact given that the Air Basin is in nonattainment for ozone and particulate matter. This is the same finding that was made for the 1.0 MTY project evaluated in the FEIR, and is not a changed finding resulting from the increased extraction rate.

The other criteria air pollutants (CO, SO_2, PM_{10}, and $PM_{2.5}$) are below the SCAQMD significance thresholds and would not be a cumulatively considerable contribution to the Air Basin.

The GHG emissions from the 1.5 MTY project would be less than significant impact. Since all GHG impacts are essentially cumulative impacts (any single project would not have an effect on global climate change), the 1.5 MTY project would not have cumulative effect and this impact would be less than significant.

2.2 UPDATED NOISE ASSESSMENT

The updated assessment of noise was prepared by Harvey Consulting Group's team member, The RCH Group, and is the same consulting team that assisted the City of Irwindale in preparation of the 2014 Olive Pit EIR. This section presents a summary of their results. The full updated assessment is presented in Appendix B to this Addendum No. 1.

The updated noise assessment evaluates noise impacts relative to the proposed change in annual mining throughput from 1 million tons per year (MTY) to 1.5 MTY for the Irwindale Olive Pit Mine and Reclamation Project. The FEIR determined that all noise impacts were less than significant with mitigation. The conclusions of this updated assessment are that with the implementation of revised Mitigation Measure N-3 there would be no new significant noise impacts or substantially more severe noise impacts.

This noise assessment evaluates each of the impact questions in the Noise chapter of the FEIR and determines if the increase in annual mining throughput would create a new significant noise impact.

THRESHOLD N-1

Would the project cause exposure of persons to or generation of noise levels in excess of standards established in the local General Plan or noise ordinance, or applicable standard of other agencies?

Construction Activities

Construction activities would be the same as what was analyzed in the FEIR. Construction noise would remain less than significant with the proposed increase in annual mining throughput.

Mining and Reclamation Activities

The FEIR analyzed operation in the following phases: Phase I Extraction, Phase II Extraction, Phase I Reclamation and Phase II Reclamation. Since the mining and reclamation equipment, locations and hours of operation would be the same in all phases as what was analyzed in the FEIR, noise levels from mining and reclamation activities at the project site at an annual throughput of 1.5 MTY would be consistent with what was analyzed in the FEIR. Mining and reclamation noise was determined to be less than significant with mitigation incorporated in the FEIR and no new significant noise impacts would occur with the proposed increase in annual mining throughput with incorporation of the noise mitigation measures from the FEIR.

Traffic Related Noise

Traffic noise from over-the-road haul trucks transporting extraction materials was determined to be less than significant with mitigation incorporated in the FEIR. Consistent with what was analyzed in the FEIR, extraction transportation would be conducted Monday through Saturday during the hours of 7 a.m. to 5 p.m. using the haul truck route displayed on Figure 2.0-20 from the FEIR; (see Appendix B).

The FEIR analyzed six roadway segments along the project haul truck route and the a.m. peak hour was chosen for the traffic noise analysis because the a.m. peak hour had greater existing traffic volumes and a greater increase in vehicle traffic due to the project. The roadway segments along the project haul route during the a.m. peak hour were analyzed to estimate project increases and resulting traffic-generated noise increases on roadway links affected by project-related traffic.

Noise levels from haul truck traffic were determined using the Federal Highway Administration (FHWA) Traffic Noise Model FHWA-RD-77-108 and the turning movements in the Olive Pit Mining and Reclamation Project Traffic Impact Analysis (TIA) by Urban Crossroads (Urban Crossroads, 2014). The TIA included traffic scenarios including existing (2014), Existing Plus Project (2014), Future Plus Project (2016), Future No Project (2035), and Future Plus Project (2035) conditions.

The detailed updated noise assessment contained in Appendix B includes tables that represent peak-hour traffic noise levels at an annual mining throughput of 1 MTY (approved project) and 1.5 MTY (proposed increase). Tables 1 and 2 represent unmitigated and mitigated peak-hour traffic noise levels at an annual mining throughput of 1 MTY and are Tables 3.8-11 and 3.8-12 of the FEIR. Table 3 represents peak-hour traffic noise levels at an annual mining throughput of 1.5 MT with incorporation of Mitigation Measure MM N-3 from the FEIR. Table 4 represents peak-hour traffic noise levels at an annual mining throughput of 1.5 MT with incorporation of a revised Mitigation Measure MM N-3 from the FEIR.

The impact of the project noise would be significant if Columns "B-A" and "E-D" show a noise increase of 1.5 dBA or more. Column "B-A" compares existing traffic noise in 2014 plus the project to the existing traffic noise in 2014. Column "E-D" compares future traffic noise in 2035 plus the project to the future traffic noise in 2035 without the project.

The impact of cumulative traffic noise (from other projects and this project) would be significant if Columns "C-A" and "E-A" show a noise increase of 1.5 dBA or more. Column "C-A" compares future traffic noise in 2016 plus the project to existing traffic noise in 2014. Column "E-A" compares future traffic noise in 2035 plus the project to the existing traffic noise in 2014.

A noise of increase of 1.5 dBA or more in columns "C-A" and "E-A" may not be a significant cumulative impact because the increase in traffic noise could be coming from other non-project sources. These cumulative impacts would occur with or without the project.

The proposed increase to 1.5 MTY would create new potentially significant project noise impacts in columns "B-A" and "E-D" on roadway segment four and new potentially significant cumulative noise impacts in columns "C-A" and "E-A" on roadway segments one, three and four; (see Table 3, Appendix B: Updated Noise Assessment).

With implementation of these revisions to Mitigation Measure MM N-3 there would be no increase in project traffic noise from the levels in the FEIR with the increase in annual mining throughput to 1.5 MTY. Also, none of the roadway segments have noise increases greater than 1.5 dBA (as shown in Table 4, columns "B-A" or "E-D", Appendix B). Mitigation Measure MM N-3 is revised as follows (additions are shown in <u>underline</u> and deleted text is show in ~~strikethrough~~):

MM N-3

The applicant has included the following mitigation measures as part of the 1.5 MTY project. The applicant shall ensure the following:

- All trucks shall be equipped with Diesel Particulate Filters or a resonator to reduce noise by ~~3 to 6~~ <u>five</u> dBA.
- No Jake Brakes shall be used.
- All trucks shall be equipped with single exhaust, vertical straight stacks and no turndown.
- Trucks shall also be equipped with automatic transmissions to eliminate unnecessary engine revving.

THRESHOLD N-2

Would the project cause exposure of persons to or generation of excessive ground-borne vibrations or ground-borne noise levels?

The proposed increase in annual mining throughput would not result in a change in mining and reclamation equipment on-site or the locations of mining and reclamation activities. Impact N-2 would remain less than significant with the proposed increase in annual mining throughput.

THRESHOLD N-3

Would the project result in substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

The proposed increase in annual mining throughput would not result in a change in mining and reclamation equipment on-site, the locations of mining and reclamation activities or the hours of operation. Mining and reclamation noise levels at the project site would be consistent with the estimates in the FEIR. Background noise levels during hours of operation at residential receptors to the north, south and west were higher than mining and reclamation noise level estimates.

Mining and reclamation activities with the proposed increase in annual mining throughput would not result in a substantial permanent increase in ambient noise levels. As noted earlier (Threshold N-1 discussion), the increase in over-the-road haul truck trips with the proposed increase in annual mining throughput would create a new potentially significant noise impact and a new potentially significant cumulative noise impact. However, potentially significant traffic noise impacts would be reduced to less than significant with implementation of revised Mitigation Measure MM N-3. Impact N-3 would remain less than significant with mitigation incorporated with the proposed increase in annual mining throughput.

THRESHOLD N-4

Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Construction activities would be the same as what was analyzed in the FEIR. Impact N-4 would remain less than significant with the proposed increase in annual mining throughput.

THRESHOLD N-5

Would the project be located within an airport land use plan or, where such plan has been adopted, within two miles of a public airport and therefore expose people residing or working in the project areas to excess noise levels?

The project site is not located in an airport land use plan or within two miles of a public airport and therefore would not expose people working in the project area to excess noise levels. Impact N-5 would remain less than significant with the proposed increase in annual mining throughput.

THRESHOLD N-6

Would the project be located within the vicinity of a private airstrip and therefore expose people residing or working in the project area to excessive noise levels?

The project site is not located in the vicinity of a private airstrip and therefore would not expose people working the project areas to excessive noise levels. Impact N-6 would remain less than significant with the proposed increase in annual mining throughput.

SIGNIFICANCE AFTER MITIGATION

The FEIR concluded that with implementation of Mitigation Measures MM N-1, MM N-2, and MM N-3, all project related noise impacts would be reduced to less than significant.

The proposed increase in annual mining throughput to 1.5 MTY would not result in a new significant noise impact with implementation of Mitigation Measures MM N-1 and MM N-2 in the FEIR and implementation of revised Mitigation Measure MM N-3 shown below. Mitigation Measure MM N-3 is revised as follows (additions are shown in underline and deleted text is show in ~~strikethrough~~):

MM N-3

The applicant has included the following mitigation measures as part of the 1.5 MTY project. The applicant shall ensure the following:

- All trucks shall be equipped with Diesel Particulate Filters or a resonator to reduce noise by ~~3 to 6~~ five dBA.
- No Jake Brakes shall be used.
- All trucks shall be equipped with single exhaust, vertical straight stacks and no turndown.
- Trucks shall also be equipped with automatic transmissions to eliminate unnecessary engine revving.

CUMULATIVE IMPACTS

Would the project, combined with other related cumulative projects, have a substantial adverse impact on noise?

The FEIR concluded that cumulative traffic noise would be significant with project traffic and traffic from other cumulative projects, but the contribution of the project would not be cumulatively considerable. As indicated in the FEIR:

- The increases contributed by the project are 1.0 dBA or less in all cases. Since most people cannot perceive a 1 dBA increase in sound levels (unless in controlled conditions in an acoustics lab), the project contribution (of 1 dBA or less on each roadway segment) is not considered to be a cumulatively considerable contribution to the overall cumulative traffic noise impact.
- The total cumulative impact (project traffic and traffic from other cumulative impacts) is just barely over the 1.5 dBA threshold).

With incorporation of revised Mitigation Measure MM N-3 there would be no increase in project traffic noise associated with the proposed increase in annual mining throughput to 1.5 MTY compared to project traffic noise at 1.0 MTY analyzed in the FEIR. Therefore, cumulative noise impacts from the 1.5 MTY project would remain less than significant with the proposed increase in annual mining throughput.

2.3 UPDATED TRAFFIC GENERATION AND CIRCULATION ASSESSMENT

The updated assessment of traffic generation and circulation was prepared by Harvey Consulting Group's team member, Urban Crossroads, Inc., and is the same consulting team that assisted the City of Irwindale in preparation of the 2014 Olive Pit EIR. This section presents a summary of their results. The full updated assessment is presented in Appendix A to this Addendum No. 1.

The updated traffic impact analysis evaluates the proposed increased extraction rate for the Olive Pit Mine and Reclamation Project from a traffic circulation standpoint. The 1.5 MTY project is to increase the maximum allowed annual extraction rate to 1.5 MTY from the currently approved 1.0 MTY.

Table 2.3-1 identifies intersection analysis locations which include the proposed site access driveways, adjacent roadways, and intersections around the site, including the major signalized intersections providing access from the site to the nearest regional corridor (I-605 Freeway). The intersection analysis locations have been selected based on locations where the project is anticipated to contribute 50 (or more) peak hour trips. The intersection analysis locations have also been refined based on the traffic study scoping and discussions with City staff during preparation of the 2014 EIR. The San Gabriel Freeway (I-605) and the Foothill Freeway (I-210) ramps located in the City of Irwindale are the only Los Angeles County Congestion Management (CMP) - designated facilities in the City of Irwindale.

The following summarizes the principal findings in the updated traffic impact analysis report (Appendix C of this Addendum No. 1):

Table 2.3-1 Intersection Analysis Locations

ID	Intersection Location	Traffic Control	Jurisdiction
1	Azusa Canyon Road / Los Angeles Street	Unsignalized	Irwindale and West Covina
2	Azusa Canyon Road / Cypress Street	Signalized	Irwindale
3	Azusa Canyon Road / Olive Street	Signalized	Irwindale
4	Azusa Canyon Road / Arrow Highway	Signalized	Irwindale
5	Maine Avenue / Arrow Highway	Signalized	Irwindale and Baldwin Park
6	Arrow Highway / Live Oak Avenue	Signalized	Irwindale
7	Arrow Highway / Rivergrade Road	Signalized	Irwindale
8	I-605 NB Ramp - Live Oak Lane / Arrow Highway	Unsignalized	Caltrans
9	I-605 SB Off-Ramp / Arrow Highway	Signalized	Caltrans
10	Avenida Barbosa / Arrow Highway	Signalized	Irwindale
11	URP2 Driveway 1 / Arrow Highway	Unsignalized	Irwindale
12	Avenida Barbosa / URP2 Driveway 2 (Private)	Unsignalized	Irwindale
13	Maine Avenue / Los Angeles Street	Signalized	Baldwin Park
14	Phelan Avenue / Los Angeles Street	Unsignalized	Baldwin Park
15	Ped Xing / Arrow Highway	Signalized	Irwindale
16	Project Driveway / Los Angeles Street - *(Future)*	Unsignalized	Irwindale

For Existing (2014) and Existing Plus Project conditions, the following intersections operate at unacceptable level of service (LOS "E" or worse) during the peak hours, with existing geometry:

Table 2.3-2: Impacted Intersections

ID	Intersection Location	Jurisdiction
1	Azusa Canyon Road / Los Angeles Street	Irwindale and West Covina
12	Avenida Barbosa / URP2 Driveway 2 (Private)	Irwindale

At an unsignalized intersection, a significant impact occurs when the minor stop-controlled approach operates at unacceptable level of service ("E" or worse) and does not have acceptable operation in terms of total control delay, and the addition of more than 50 peak-hour project trips contributes to the continuing operational failure at the minor approach.

Based on the intersection analysis results and numbers of traffic added by the Project, the intersection of Azusa Canyon Road / Los Angeles Street is significantly impacted by the project (comparing Existing to Existing Plus Project conditions).

The westbound left turn movement (from adjacent Private Driveway) at the intersection of Avenida Barbosa/URP2 Driveway 2 (Private) is the only minor approach anticipated to operate at unacceptable LOS (LOS "E") and the project does not contribute to a traffic volume increase for the westbound left turns at this intersection and the total/average control delay is operating at acceptable LOS. Therefore, the project impact at this location is considered less-than significant and improvements are not recommended.

For Interim Year (2016) Without and With Project conditions, the intersection of Azusa Canyon Road / Arrow Highway (#4) is projected to operate at unacceptable level of service (LOS "E" or worse) during the peak hours, with existing geometry, in addition to previously identified locations under Existing and Existing Plus Project Conditions.

At a signalized intersection, a significant impact occurs when an intersection operates at unacceptable level of service ("E" or worse) for baseline conditions and the project adds more than 50 peak hour project trips. Based on the intersection analysis results and numbers of traffic added by the Project, the intersection of Azusa Canyon Road / Arrow Highway (#4) is significantly impacted by the project (comparing Interim Year 2016 Without Project to Interim Year 2016 With Project conditions).

For Long Range (2035) Without and With Project conditions, the intersection of I-605 SB Off-Ramp / Arrow Highway (#9) is projected to operate at unacceptable level of service (LOS "E" or worse) during the peak hours, with existing geometry, in addition to previously identified locations under Interim Year (2016) Conditions.

Based on the intersection analysis results and number of traffic added by the Project, the intersection of I-605 SB Off-Ramp / Arrow Highway (#9) is significantly impacted by the project (comparing Long Range 2035 Without Project to Long Range 2035 With Project conditions).

The following improvements are necessary to reduce the Project's proportionate increase in delay to pre-project levels or better, thus reducing the Project's impact to less-than-significant.

1. **Existing Plus Project Conditions**

Azusa Canyon Road / Los Angeles Street (#1)

Install a traffic signal with southbound and eastbound right turn overlap phases.

2. **2016 Without and With Project Conditions:**

Azusa Canyon Road / Arrow Highway (#4)

- Modify striping to provide a 3rd eastbound through lane.
- Modify striping to provide a 3rd westbound through lane and 3rd westbound receiving lane.

3. **2035 Without and With Project Conditions:**

I-605 SB Off-Ramp / Arrow Highway (#9)

- Construct a 2nd southbound left turn lane.
  - It should be noted that this improvement is consistent with the Traffic/Circulation Study Draft for 1-605 Northbound Off-Ramp/Live Oak Avenue Interchange Improvements (November 2013) prepared by AECOM. Caltrans or the City may accept fair share funding contributions towards future improvements of its facilities so long as improvements are reasonably expected to be implemented in a reasonable time frame.

The project will be fully responsible for the intersection improvement at Azusa Canyon Road/Los Angeles Street (#1) to mitigate the project's direct impact to pre-project conditions.

The project will be partially responsible and contribute on a fair share basis for the intersection improvement at Azusa Canyon Road / Arrow Highway (#4) and I-605 SB Off-Ramp/Arrow Highway (#9) to mitigate the project's cumulative impact to pre-project conditions.

This section of the report summarizes the overall findings and provides recommendations regarding project related traffic improvements.

Findings

Existing Conditions

Regional access to the site is provided by a number of major freeways, including Interstate Freeway 10 (I-10) to the south, I-605 Freeway to the west and I-210 Freeway to the north. Local access to the project site is anticipated to be provided by the following roadways:

- Los Angeles Street
- Azusa Canyon Road

For Existing (2014) conditions, the following intersections currently operate at unacceptable level of service (LOS "E" or worse) during the peak hours:

Table 2.3-3: Intersections Operating at Unacceptable Level of Service

ID	Intersection Location	Jurisdiction
1	Azusa Canyon Road / Los Angeles Street	Irwindale and West Covina
12	Avenida Barbosa / URP2 Driveway 2 (Private)	Irwindale

Based on the traffic signal warrants for Existing (2014) traffic conditions, the intersections of Azusa Canyon Road / Los Angeles Street (#1) and Phelan Avenue /Los Angeles Street (#14) both appear to warrant a traffic signal.

The intersection of Phelan Avenue / Los Angeles Street (#14) appears to warrant a traffic signal, however, this intersection is expected to continue to operate at acceptable level of service "C" or better with an all-way-stop control through 2035 conditions. Therefore, a project significant impact is not anticipated and installation of a traffic signal is not recommended at this location.

Project Development

Table 2-1 in Appendix C presents the project's trip generation. The 1.5 MTY project is anticipated to generate approximately 1,256 passenger car equivalent (PCE) trip-ends per day with 193 AM peak hour trips and 131 PM peak hour trips.

Future Traffic Conditions

For Existing (2014) Plus Project, no new intersections are projected to operate at unacceptable level of service in addition to the previously identified locations under Existing (2014) conditions. It should be noted however that addition of project traffic will increase delay but will continue to operate at the same level of service as existing conditions (LOS "E").

Based on the intersection analysis results and numbers of traffic added by the Project, the intersection of Azusa Canyon Road / Los Angeles Street (#1) is significantly impacted by the project (comparing Existing to Existing Plus Project conditions). It should be noted that the project does not contribute to a traffic volume increase for the deficient movement (westbound left turn) at this intersection and the total/average control delay is operating at acceptable LOS.

Therefore, the project impact at this location is considered less-than significant and improvements are not recommended.

For Interim Year (2016) Without and With Project conditions, the intersection of Azusa Canyon Road / Arrow Highway (#4) is projected to operate at unacceptable level of service (LOS "E" or worse) during the peak hours, with existing geometry, in addition to the previously identified locations under Existing (2014) and Existing Plus Project conditions.

Based on the intersection analysis results and number of traffic added by the Project, the intersection of Azusa Canyon Road / Arrow Highway (#4) is significantly impacted by the project (comparing Interim Year 2016 Without Project to Interim Year 2016 With Project conditions).

For Long Range (2035) Without and With Project conditions, the I-605 SB Off-Ramp / Arrow Highway (#9) is projected to operate at unacceptable level of service (LOS "E" or worse) during the peak hours, with existing geometry, in addition to the previously identified locations under Interim Year (2016) Without and With Project conditions.

Based on the intersection analysis results and number of traffic added by the Project, the intersection of I-605 SB Off-Ramp / Arrow Highway (#9) is significantly impacted by the project (comparing Long Range 2035 Without Project to Long Range 2035 With Project conditions).

Project Recommendations

Recommended off-site and on-site improvements are presented on exhibit's 7-A through 7-D in Appendix C. It should be noted that the off-site improvements are necessary to reduce the Project's proportionate increase in delay to pre-project levels or better, thus reducing the Project's impact to less-than-significant and result in acceptable level of service operations with the addition of project traffic.

Exhibit 7-A in Appendix C illustrates the Existing Plus Project off-site improvements. For Existing plus Project conditions, the project will be required to construct the following improvement to mitigate the project's direct impact:

Azusa Canyon Road / Los Angeles Street (#1)

- Install a traffic signal with southbound and eastbound right turn overlap phases.

Exhibit 7-B in Appendix C illustrates the Interim Year (2016) With Project off-site improvements. The project shall pay its fair share for the following improvement to mitigate the project's cumulative impact:

Azusa Canyon Road / Arrow Highway (#4)

- Modify striping to provide a 3rd eastbound through lane.
- Modify striping to provide a 3rd westbound through lane and 3rd westbound receiving lane.

Exhibit 7-C in Appendix C illustrates the Long Range (2035) With Project off-site improvements. The project shall pay its fair share for the following improvement to mitigate the project's cumulative impact:

I-605 SB Off-Ramp / Arrow Highway (#9)

- Construct a 2nd southbound left turn lane.

  - It should be noted that this improvement is consistent with the Traffic/Circulation Study Draft for 1-605 Northbound Off-Ramp/Live Oak Avenue Interchange Improvements (November 2013) prepared by AECOM.

Exhibit 7-D in Appendix C presents the on-site improvements related to the project access intersection. As shown on Exhibit 7-D, the recommended on-site improvements are as follows:

Project Driveway / Los Angeles Street (#16) – To mitigate potential traffic impacts at this location the project shall be required to install a stop control on the southbound approach and construct the intersection with the following geometrics prior to commencement of operations:

- Northbound Approach: N/A
- Southbound Approach: One left turn lane and one right turn lane.
- Eastbound Approach: One shared left-through lane and 2nd through lane.
- Westbound Approach: Two through lanes and one defacto right turn lane.

On-site traffic signing and striping should be implemented in conjunction with detailed construction plans for the Project site.

The City has no other plans, ordinances or policies that "establish measures of effectiveness for the performance of the circulation system, including related to mass transit and non-motorized travel, such as a pedestrian or bicycle circulation plan, which are applicable to the 1.5 MTY project. The only bike path within the City of Irwindale is located on the River bed, west of Rivergrade Road and north of Arrow Highway. Based on the existing uses near the project site, and the project's trip generation characteristics, pedestrian activity is anticipated to be nominal.

The recommended project off-site and on-site improvements provide for safe and efficient access conditions, and accommodate the travel activities associated with the 1.5 MTY project. Furthermore, implementation of the Project would not conflict with adopted policies, plans, or programs that would result in a decrease of the performance or safety of public transit, bicycle, or pedestrian facilities. Impacts are considered less than significant and no additional mitigation measures are required.

3.0 CONCLUSIONS

The proposed action is within the scope of the Olive Pit FEIR and this Addendum No. 1 fulfills the CEQA review necessary for an addendum to an EIR. Based upon the foregoing analysis and related modifications to mitigation requirements, the proposed increased extraction rate from 1.0 MTY to 1.5 MTY is determined to be consistent with the description of the environmental setting, environmental impacts and mitigation measures as set forth in the originally certified Olive Pit FEIR.

Minor enhancements to mitigation requirements for traffic, air quality and noise are identified, but none of the conditions described in State CEQA Guidelines §15162 calling for the preparation of a subsequent EIR have occurred. All other applicable and relevant mitigation measures to the mining, reclamation and long term land use plan that were included in the Olive Pit FEIR are incorporated by reference herein and are contained in the Mitigation Monitoring and Reporting Program (MMRP) prepared for the Olive Pit FEIR (refer to Chapter 9.0 – Mitigation Monitoring and Reporting Program). The modified and supplemental mitigation measures for air quality, noise and traffic identified herein are incorporated in mandatory mitigation requirements as conditions of approval for the Olive Pit Mine and Reclamation Project. No further environmental review is required.

Because there are no new or substantially more severe impacts, the Addendum need not be circulated for public review. However, the City shall make the Addendum available to the public and consider it in conjunction with all of the associated documents in the record as a part of making its decision to permit the increased extraction rate. No formal noticing or recirculation of the Olive Pit FEIR is required since conditions permitting adoption of an Addendum are satisfied. Upon adoption by the City of Irwindale, this Addendum will be inserted as a part of the Vulcan FEIR (State CEQA Guidelines §15162(c)).

This *Addendum No. 1* to the Olive Pit Mine and Reclamation Project Final Environmental Impact Report and the complete 2014 FEIR are available for review during normal business hours at the Irwindale City Hall: 5050 Irwindale Boulevard, Irwindale, California 91706.

4.0 REFERENCES

On-File with the City of Irwindale Planning Department:

Olive Pit Mining and Reclamation Final Environmental Impact Report, State Clearinghouse No. 2014031051 (Certified by the City of Irwindale City Council on December 3, 2014).

United Rock Company, Olive Pit, Request for Modification of Operations to Allow Extraction of Up to 1.5 Million Tons of Aggregate Per Year (September 2016).

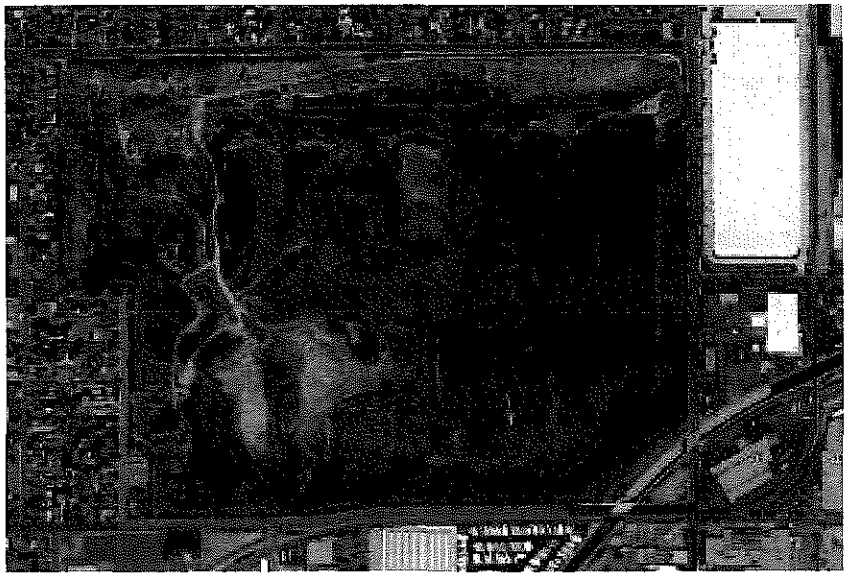
Appendix A

Updated Air Quality and Health Risk Assessment

November 2016

Air Quality, Greenhouse Gas, and Health Risk Assessment Technical Report

Olive Pit Mine
Environmental Impact Report Addendum



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Air Quality, Greenhouse Gases, and Health Risk Assessment

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1.0 INTRODUCTION

The following air quality technical report analyzes air quality impacts relative to the change of operations from 1.0 million tons per year (MTY) to 1.5 MTY for the Irwindale Olive Pit Mine and Reclamation Project. The Proposed Project is the modifications associated with the increased processing levels and resultant haul truck trips. The Olive Pit Mine Final EIR determined that air quality impacts of nitrogen oxides (NO_x) emissions were significant and unavoidable. This air quality technical report revises the air quality assessment and determines whether the change in operations would create any new significant air quality impacts or previous impacts that are substantially more severe as a result of the Proposed Project. Other issues related to air emissions covered in this air quality technical report include greenhouse gas (GHG) emissions, and the assessment of emissions related to air quality health risks (health risk assessment or HRA).

2.0 PROJECT OVERVIEW

Project-related operations include the following:

- off-site vehicle emissions (haul trucks and employee traffic),
- onsite idling emissions,
- onsite fugitive dust emissions from material handling, material processing, and unpaved surfaces; and
- onsite heavy duty equipment emissions.

No changes in the number of employees are proposed and thus, no changes in the employee vehicles trips were analyzed. No changes to the type and number of off-road onsite heavy duty equipment are proposed, and thus, no changes in the off-road equipment usage were analyzed. The hours of operation and the number of days per year of operations is not proposed to change. The haul truck trips and number of haul trucks idling onsite are proposed to increase from 262 truck trips (within the Final EIR) to 392 truck trips as a result of the Proposed Project. Thus, the air emissions resulting from haul truck trips would increase with the Proposed Project. The material throughput is proposed to increase from 1.0 to 1.5 MTY, thus, the fugitive dust from material handling, material processing, and unpaved surfaces would also increase with the Proposed Project.

3.0 IMPACT ANALYSIS AND MITIGATION

The air quality analysis includes a review of criteria pollutant[1] emissions such as carbon monoxide (CO)[2], NO_x, sulfur dioxide (SO_2), volatile organic compounds (VOC) as reactive organic gases (ROG)[3], particulate matter less than 10 micrometers (coarse or PM_{10}), particulate matter less than 2.5 micrometers (fine or $PM_{2.5}$),[4] and lead (Pb). The HRA addresses the diesel particulate matter (DPM) emissions from on-site equipment and haul trucks and crystalline silica from fugitive dust (material handling and unpaved roads). An assessment of GHG emissions is also included.

Intermittent (short-term construction emissions that occur from activities, such as site-grading paving) and long-term impacts related to the operation of the Proposed Project are evaluated. The analysis focuses on daily and annual emissions from construction and operations (mobile, area, stationary, and fugitive sources) activities. The air quality analysis is consistent with the methods described in the South Coast Air Quality Management District (SCAQMD) *CEQA Air Quality Handbook.*

As with the Final EIR, regulatory models used to estimate air quality impacts include:

- California Air Resources Board's (CARB) EMFAC[5]emissions inventory model. EMFAC is the latest emission inventory model that calculates emission inventories and emission rates for motor vehicles operating on roads in California. This model reflects CARB's current understanding of how vehicles travel and how much they emit. EMFAC can be used to show how California motor vehicle emissions have changed over time and are projected to change in the future.
- CARB OFFROAD[6] emissions inventory model. OFFROAD is the latest emission inventory model that calculates emission inventories and emission rates for off-road equipment such as loaders, excavators, and off-road haul trucks operating in California.

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[1] Criteria air pollutants refer to those air pollutants for which the United States Environmental Protection Agency (USEPA) and California Air Resources Board (CARB) has established National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) under the Federal Clean Air Act (CAA).

[2] CO is a non–reactive pollutant that is a product of incomplete combustion of organic material, and is mostly associated with motor vehicle traffic, and in wintertime, with wood–burning stoves and fireplaces.

[3] VOC means any compound of carbon, excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate, which participates in atmospheric photochemical reactions and thus, a precursor of ozone formation. ROG are any reactive compounds of carbon, excluding methane, CO, CO_2 carbonic acid, metallic carbides or carbonates, ammonium carbonate, and other exempt compounds. The terms VOC and ROG are often used interchangeably.

[4] PM_{10} and $PM_{2.5}$ consists of airborne particles that measure 10 microns or less in diameter and 2.5 microns or less in diameter, respectively. PM_{10} and $PM_{2.5}$ represent fractions of particulate matter that can be inhaled into the air passages and the lungs, causing adverse health effects.

[5] California Air Resources Board, CARB EMFAC2011 User's Guide, December 20, 2012, http://www.arb.ca.gov/msei/modeling.htm

[6] California Air Resources Board, OFFROAD Instructions, http://www.arb.ca.gov/msprog/ordiesel/info_1085/oei_write_up.pdf

This model reflects CARB's current understanding of how equipment operates and how much they emit. OFFROAD can be used to show how California off-road equipment emissions have changed over time and are projected to change in the future.

- United States Environmental Protection Agency (USEPA)'s AP 42 Compilation of Air Pollutant Emission Factors contains emission factors for stationary point and area emission sources such as those associated with mineral processing, unpaved surfaces, and aggregate handling and storage.
- AERMOD (American Meteorological Society/USEPA Regulatory Model) is an atmospheric dispersion model which can simulate point, area, volume, and line emissions sources and has the capability to include simple, intermediate, and complex terrain along with meteorological conditions and multiple receptor locations.[7,8] AERMOD is commonly executed to yield 1-hour maximum and annual average concentrations (in micrograms per cubic meter or $\mu g/m^3$) at each receptor.

The following discussion includes each of the air quality impacts described in the Final EIR, states the results documented in the Final EIR and the results associated with the Proposed Project. **Mitigation Measures AQ-1 through AQ-15** within the Final EIR shall continue to be implemented as part of the Proposed Project to reduce fugitive dust and combustion exhaust emissions. Additional mitigation measures are included to reduce the Proposed Project impacts, if applicable.

IMPACT AQ-1

Would Project-related construction activities conflict with or obstruct implementation of the applicable air quality plan (SCAQMD 2012 AQMP, dated February 2013) or violate any air quality standards or contribute substantially to an existing or projected air quality violation of SCAQMD?

Less than Significant

Minimal amount of construction (i.e., access road construction, site preparation, equipment staging, paving) would occur for the Proposed project as the facility is currently operating and has already completed most, if not all, of the needed construction activities. It is mandatory for all construction projects in the Basin to comply with SCAQMD Rule 403 for fugitive dust. Specific Rule 403 control requirements include, but are not limited to, applying water in sufficient quantities to prevent the generation of visible dust plumes, applying soil binders to uncovered areas, reestablishing ground cover as quickly as possible, utilizing a wheel washing

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[7] United States Environmental Protection Agency, Preferred/Recommended Models, *AERMOD Modeling System*, http://www.epa.gov/ttn/scram/dispersion_prefrec.htm#aermod.

[8] Title 40 CFR Part 51, *Revision to the Guideline on Air Quality Models: Adoption of a Preferred General Purpose (Flat and Complex Terrain) Dispersion Model and Other Revisions; Final Rule*, http://www.epa.gov/ttn/scram/guidance/guide/appw_05.pdf.

system to remove bulk material from tires and vehicle undercarriages before vehicles exit the project site, and maintaining effective cover over exposed areas. Air emissions associated with the Proposed Project construction activities would be expected to be less than that estimated within the Final EIR.

As shown in **Table 1 Estimated Daily Emissions from Project Construction (pounds)**, the estimated daily emissions for all construction related emissions (including combustion engines and evaporative emissions), would be less than the significance criteria, assuming compliance with Rules 402 and 403. The emission estimates assume compliance with Rule 402 and 403. The estimated daily ROG, NO_x, CO, PM_{10}, and $PM_{2.5}$ emissions would not exceed the SCAQMD threshold and would not conflict with or obstruct implementation of the applicable air quality plan or violate any air quality standards or contribute substantially to an existing or projected air quality violation. Emissions of SO_2 and lead would be less than 0.1 pounds per day and less than the respective significance thresholds.

Table 1: Estimated Daily Emissions from Project Construction (pounds)

Emission Source	ROG	NO_x	CO	PM_{10}	$PM_{2.5}$
Construction	**6.5**	**32.5**	**23.0**	**8.4**	**5.0**
Significant (Yes or No)?	No	No	No	No	No
SCAQMD Thresholds of Significance	75	100	550	150	55

IMPACT AQ-2

Would the operation of the Proposed Project conflict with or obstruct implementation of the applicable air quality plan (SCAQMD 2012 AQMP, dated February 2013) or violate any air quality standards or contribute substantially to an existing or projected air quality violation of SCAQMD?

Less than Significant Impact for CO, SO_2, PM_{10}, and $PM_{2.5}$ Emissions

Significant and Unavoidable Impact for NO_x Emissions

Material would continue to be extracted through dry mining; thereafter, the use of a dredge or other method for extracting material below the water table would be used. As materials are extracted, it would continue to be transported from the pit to the loading area by off the road haul trucks or conveyor, and subsequently placed in overhead hoppers. On road haul trucks would continue to be loaded at the hoppers through an automated process. The trucks then proceed from the site to the United Rock Products processing plant located at 1245 East Arrow Highway in Irwindale. The first phase includes mining the eastern portion of the site, followed by reclamation of this area to create an approximate 32 acre pad suitable for development. Reclamation would involve filling the extraction void with inert fill materials. The second phase includes mining the remainder of the site utilizing both dry and underwater mining processes.

Operation of the Proposed Project would require the use of heavy-duty equipment, such as excavators, loaders, forklifts, off-road haul trucks. This equipment would be used to load and unload material and otherwise sort and handle material. Emissions from this equipment were estimated using the same approach as construction emissions. Emission factors from the OFFROAD emissions model were used to estimate emissions. All equipment would work during business hours except the road grader, which would work 25 percent of the time. Hours of operation (business hours) are 6 am to 6 pm, six days a week (or 306 days per year). Off-road mining equipment would remain onsite and at the bottom of the pit at all times. The hours of operation and the number of days per year of operations is not proposed to change. No changes to the type and number of off-road onsite heavy duty equipment are proposed, and thus, no changes in the off-road equipment usage were analyzed.

Vehicular emissions were computed using the CARB's emission factor model, EMFAC, to estimate on-road emissions. Employee trips were modeled using the light-duty auto classification. Paved road dust, break wear, and tire wear particulate emissions were also accounted for and included in the analysis using EMFAC factors and methodologies from CARB and the USEPA. The Proposed Project would include approximately six employees, each traveling a round trip distance of 15 miles; assuming 306 working days a year (six-day work week, with six holidays). No changes in the number of employees are proposed and thus, no changes in the employee vehicles trips were analyzed.

Haul trucks were modeled using the T7 classification, which is a heavy-heavy duty truck emission factor for public vehicles. Paved road dust, break wear, and tire wear particulate emissions were also accounted for and included in the analysis using EMFAC factors and methodologies from CARB and the USEPA. Haul trucks would only be at the loading area during operating hours when picking up a load. The haul truck trips and number of haul trucks idling onsite are proposed to increase from 262 truck trips (within the Final EIR) to 392 truck trips as a result of the Proposed Project. Thus, the air emissions resulting from haul truck trips would increase with the Proposed Project.

Fugitive dust emissions were determined for the aggregate processing operations which include screening, material transfer to conveyors, truck loading/unloading as well as the material handling and storage operations. The emission factors were determined using the methodology found in Section 11 – Mineral Products Industry and Section 13 – Miscellaneous Sources of USEPA's Compilation of Air Pollutant Emission Factors (AP-42). SCAQMD's fugitive dust mitigation measures were applied to the applicable uncontrolled pollutant emission rates. The material throughput is proposed to increase from 1.0 to 1.5 MTY, thus, the fugitive dust from material handling, material processing, and unpaved surfaces would increase with the Proposed Project.

The Proposed Project unmitigated emissions are provided in **Table 2 Estimated Daily Proposed Project Unmitigated Emissions (pounds)**. Without mitigation, the Proposed Project operations

would exceed SCAQMD thresholds of significance and be potentially significant for NO_x and PM_{10} emissions.

Table 2: Estimated Daily Proposed Project Unmitigated Emissions (pounds)

Project Phase	ROG	NOx	CO	PM10	PM2.5
On-site Equipment	7.71	86.6	40.8	3.45	3.17
Employee Trips	<0.01	0.02	0.21	<0.01	<0.01
Offsite Haul Truck Trips	0.36	41.0	1.70	0.21	0.19
Haul Truck Idle	0.22	1.98	1.25	<0.01	<0.01
Fugitive Dust	-	-	-	243	30.4
Hopper/Conveyer	-	-	-	48.5	7.28
Total Proposed Project (Addendum at 1.5 MTY)	**9.50**	**153**	**51.9**	**296**	**41.8**
Significant (Yes or No)?	No	**Yes**	No	**Yes**	No
SCAQMD Thresholds of Significance	55	55	550	150	55
Total Project (Final EIR at 1.0 MTY)	**9.31**	**137**	**50.8**	**199**	**26.5**
Significant (Yes or No)?	No	**Yes**	No	**Yes**	No
SCAQMD Thresholds of Significance	55	55	550	150	55
Increase Associated with Proposed Project (1.5 MTY versus 1.0 MTY)	**0.19**	**16.0**	**1.10**	**97.0**	**15.3**
Percent Increase Associated with Proposed Project (1.5 MTY versus 1.0 MTY)	**2.0%**	**10.5%**	**2.1%**	**32.8%**	**36.6%**

The Proposed Project emissions using Tier 3 emission standard equipment are provided in **Table 3 Estimated Daily Proposed Project Emissions (pounds) with Tier 3 Equipment. Table 4 Estimated Daily Proposed Project Emissions (pounds) with Tier 4 Equipment** presents the emissions associated with the Proposed Project using Tier 4 emission standard equipment.

The Proposed Project mitigated emissions would not exceed SCAQMD thresholds of significance and thus, be less than significant for ROG, CO, PM_{10}, and $PM_{2.5}$. The Proposed Project emissions (using Tier 3 and/or Tier 4 emission standard equipment) would exceed SCAQMD thresholds of significance and be potentially significant for NO_x emissions. However, the Proposed Project (increase from 1.0 MTY to 1.5 MTY) would only increase the NO_x emissions by approximately 12 pounds per day, which is less than SCAQMD thresholds of significance. Therefore, the change in Proposed Project operations would not create any new significant air quality impacts or substantially increase the severity of previous NO_x emissions. Nevertheless, the NO_x emissions associated with operational activities would conflict with or obstruct implementation of the applicable air quality plan and violate any air quality standards or

contribute substantially to an existing or projected air quality violation of SCAQMD and result in a significant unavoidable impact of NO_x emissions.

Table 3: Estimated Daily Proposed Project Mitigated Emissions (pounds) with Tier 3 Equipment

Project Phase	ROG	NOx	CO	PM10	PM2.5
On-site Equipment	8.14	81.1	48.6	3.12	2.87
Employee Trips	<0.01	0.01	0.17	<0.01	<0.01
Offsite Haul Truck Trips	0.40	33.2	1.75	0.19	0.17
Haul Truck Idle	0.24	1.70	1.37	<0.01	<0.01
Fugitive Dust	-	-	-	39.8	5.01
Hopper/Conveyer	-	-	-	4.34	0.65
Total Proposed Project (Addendum at 1.5 MTY)	**8.79**	**116**	**51.9**	**47.5**	**8.70**
Significant (Yes or No)?	No	**Yes**	No	No	No
SCAQMD Thresholds of Significance	55	55	550	150	55
Total Project (Final EIR at 1.0 MTY)	**8.57**	**104**	**50.8**	**34.1**	**6.58**
Significant (Yes or No)?	No	**Yes**	No	No	No
SCAQMD Thresholds of Significance	55	55	550	150	55
Increase Associated with Proposed Project (1.5 MTY versus 1.0 MTY)	**0.22**	**12.0**	**1.10**	**13.4**	**2.12**
Percent Increase Associated with Proposed Project (1.5 MTY versus 1.0 MTY)	**2.6%**	**11.5%**	**2.2%**	**39.3%**	**32.2%**

Table 4: Estimated Daily Proposed Project Mitigated Emissions (pounds) with Tier 4 Equipment

Project Phase	ROG	NOx	CO	PM10	PM2.5
On-site Equipment	6.90	43.8	48.6	0.55	0.54
Employee Trips	<0.01	0.01	0.17	<0.01	<0.01
Offsite Haul Truck Trips	0.53	33.2	1.75	0.13	0.12
Haul Truck Idle	0.27	1.70	1.37	0.01	0.01
Fugitive Dust	-	-	-	39.8	5.01
Hopper/Conveyer	-	-	-	4.34	0.65
Total Proposed Project (Addendum at 1.5 MTY)	**7.69**	**78.7**	**51.9**	**44.8**	**6.32**
Significant (Yes or No)?	No	**Yes**	No	No	No
SCAQMD Thresholds of Significance	55	55	550	150	55
Total Project (Final EIR at 1.0 MTY)	**7.43**	**67.0**	**50.8**	**33.5**	**4.22**
Significant (Yes or No)?	No	**Yes**	No	No	No
SCAQMD Thresholds of Significance	55	55	550	150	55
Increase Associated with Proposed Project (1.5 MTY versus 1.0 MTY)	**0.26**	**11.7**	**1.10**	**11.3**	**2.10**
Percent Increase Associated with Proposed Project (1.5 MTY versus 1.0 MTY)	**3.4%**	**14.9%**	**2.1%**	**25.2%**	**33.2%**

IMPACT AQ-3

Would Project-related construction and operational activities potentially cause an exceedance of the Ambient Air Quality Standards for Criteria Pollutants?

Less than Significant Impact for CO, SO_2, NO_2, and $PM_{2.5}$ Concentrations

Less than Significant Impact with Mitigation for PM_{10} Concentrations

The American Meteorological Society/USEPA Regulatory Model Improvement Committee Model (AERMOD) was used to model the air dispersion of pollutants from the Project site and from off-site ambient air concentrations in order to evaluate compliance with the NAAQS and CAAQS. This model, which has been approved for use by USEPA, CARB, and SCAQMD. Using dispersion modeling, the project would result in a significant operational air quality impact if regional emissions exceed the significance concentration thresholds set forth in **Table 5 SCAQMD Ambient Air Quality Standards Significance Thresholds.**

Table 5: SCAQMD Ambient Air Quality Standards Significance Thresholds

Pollutant	Averaging Period	Pollutant Concentration
CO	1-hour /8-hour	SCAQMD is in attainment; project is significant if it causes or contributes to an exceedance of the attainment standards of 20 ppm (1-hour) and 9 ppm (8-hour).
NO_2	1-hour	SCAQMD is in attainment; project is significant if it causes or contributes to an exceedance of the following attainment standard 0.18 ppm.
	Annual	0.03 ppm (state) and 0.0534 ppm (federal)
PM_{10}	24-hour	10.4 $\mu g/m^3$ (Construction) and 2.5 $\mu g/m^3$ (operation)
	Annual	1.0 $\mu g/m^3$
$PM_{2.5}$	24-hour	10.4 $\mu g/m^3$ (Construction) and 2.5 $\mu g/m^3$ (operation)

SOURCE: South Coast Air Quality Management District, SCAQMD Air Quality Significance Thresholds, http://www.aqmd.gov/ceqa/hdbk.html

The estimated ambient air quality concentrations within the Final EIR (at 1 MTY) and the Proposed Project (at 1.5 MTY) are provided in **Table 6 Estimated Ambient Air Quality Concentrations**. Without mitigation, **Table 6 Estimated Ambient Air Quality Concentrations** shows that the Proposed Project would be a potentially significant impact for PM_{10} and $PM_{2.5}$ ambient concentrations. All other pollutants (CO, NO_2, and SO_2) would be a less than significant impacts on ambient air quality concentrations.

With **Mitigation Measures AQ-1 through AQ-15** (using Tier 3 emission standard equipment), **Table 6 Estimated Ambient Air Quality Concentrations** shows that the Proposed Project would be a potentially significant impact for PM_{10} ambient concentrations. With **Mitigation Measures AQ-1 through AQ-15** (using Tier 4 emission standard equipment), **Table 6 Estimated Ambient Air Quality Concentrations** also shows that the Proposed Project would be a potentially significant impact for PM_{10} ambient concentrations. Therefore, additional mitigation measures are included to reduce the PM_{10} impacts to less than significant.

Notably, the estimated project incremental PM_{10} 24-hour concentrations which are greater than the threshold of 2.5 $\mu g/m^3$ occurs at locations within 50 meters (165 feet) to the south of the facility (within open space and industrial/commercial land uses) and at locations within the southwest corner of the fenceline out to 25 meters (80 feet) within a residential area. The estimated project incremental PM_{10} 24-hour concentrations is below the significance threshold within locations beyond 50 meters (165 feet) from the Proposed Project to the south and southwest and at all locations to the east (commercial/industrial areas) and to the north (residential). These locations of potentially elevated PM_{10} concentrations encompass a relative small geographical area. Secondly, a vast majority of the potentially significant PM_{10} impact is related to fugitive dust emissions from traffic/wind erosion on unpaved surfaces and material processing units (screening, hopper, conveyors).

In conclusion, with regard to the ambient concentrations, the Proposed Project CO, NO_2, SO_2, and $PM_{2.5}$ impacts would not create any new significant air quality impacts or substantially increase the severity of previous air quality impacts with **Mitigation Measures AQ-1 through**

AQ-15. The Proposed Project incremental PM_{10} impacts would be a new potentially significant impact on air quality which was not within the Final EIR and would require additional mitigation measures or be a Significant and Unavoidable PM_{10} impact. If the additional mitigation measures (**Mitigation Measures AQ-8 and AQ-15 through AQ-19)** were not implemented but the Proposed Project was limited to 1.3 MTY then the Proposed Project would also be a less than significant impacts on O, NO_2, SO_2, PM_{10}, and $PM_{2.5}$ concentrations.

Table 6: Estimated Ambient Air Quality Concentrations

Project Condition	NO2	CO	SO2	PM10	PM2.5
	Final EIR at 1.0 MTY				
Unmitigated	0.15/0.02	3.1/1.4	<0.01	9.4/1.2	1.7
Significant (Yes or No)?	No	No	No	**Yes**	No
Mitigated with Tier 3 Equipment	0.12/0.02	3.1/1.4	<0.01	2.2/0.03	0.6
Significant (Yes or No)?	No	No	No	No	No
Mitigated with Tier 4 Equipment	0.11/0.02	3.1/1.4	<0.01	1.9/0.03	0.2
Significant (Yes or No)?	No	No	No	No	No
SCAQMD Thresholds of Significance	0.18/0.03	20/9	0.04	2.5/1.0	2.5
	Proposed Project at 1.5 MTY with Final EIR Mitigation Measures				
Mitigated with Tier 3 Equipment	0.13/0.02	3.1/1.4	<0.01	3.2/0.4	0.7
Significant (Yes or No)?	No	No	No	**Yes**	No
Mitigated with Tier 4 Equipment	0.11/0.02	3.1/1.4	<0.01	2.9/0.4	0.4
Significant (Yes or No)?	No	No	No	**Yes**	No
SCAQMD Thresholds of Significance	0.18/0.03	20/9	0.04	2.5/1.0	2.5

Note: NO_2 impacts (in ppm) are for 1-hour and annual averaging periods. CO impacts (in ppm) are for 1-hour and 8-hour averaging periods. PM_{10} impacts (in $\mu g/m^3$) are for 24-hour and annual averaging periods. $PM_{2.5}$ impacts (in µg/m3) are for 24-hour averaging periods.

The following mitigation measures (modifications to **Mitigation Measures AQ-8 and AQ-15** and the addition of **Mitigation Measures AQ-16 through AQ-19)** have been identified to reduce the potential significant air quality impacts to PM_{10} concentrations from the Proposed Project at 1.5 MTY (additions are shown in <u>underline</u> and deleted text is show in ~~strikethrough~~):

MM AQ-8

The Project Operator shall require all on-site off-road heavy-duty equipment greater than 50 horsepower (hp) to meet USEPA Tier 3 and/or 4 emissions standards;[9] based on availability at the initiation of the Project. In addition, all equipment shall be outfitted with the Best Available Control Technology (BACT) devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 2 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. A copy of the certified tier specification for each piece of heavy-duty equipment, BACT documentation, and CARB or SCAQMD operating permit shall be provided to the City prior to operation of the Project.

At a minimum, the Project Operator shall require upon occupancy that all heavy duty trucks entering the property must meet or exceed 2010 engine emission standards specified in California Code of Regulations Title 13, Article 4.5, Chapter 1, Section 2025.

The Project Operator shall require further mitigation that requires phase-in for non-diesel powered trucks (e.g., natural gas trucks) as commercially-available and as a part of the bidding process during the replacement of diesel-powered trucks.

MM AQ-15

The initial 1000 ~~200~~ feet of the access road shall be paved. The remaining length of the unpaved road shall be treated with dust palliatives and watered for dust control and soil stabilization. [Provides for an increase in the fugitive dust control efficiency for unpaved truck traffic from 84 to 92 percent].[10]

MM AQ-16

Require construction of three-sided enclosures with 50 percent porosity for storage piles. [Provides for a fugitive dust control efficiency for storage piles of 75 percent].[11]

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[9] Construction equipment with Tier 3 and 4 engines comprise nearly 50 and 22 percent, respectively, of the statewide construction equipment fleet and CARB Regulations will result in the percentage increasing over the next several years.

[10] South Coast Air Quality Management District, Mitigation Measures and Control Efficiencies, http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/mitigation-measures-and-control-efficiencies

[11] South Coast Air Quality Management District, Mitigation Measures and Control Efficiencies, http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/mitigation-measures-and-control-efficiencies

MM AQ-17

Water the storage piles by hand at a rate of 1.4 gallons/hour-yard^2, or apply cover when wind events are declared. [Provides for a fugitive dust control efficiency for storage piles of 90 percent].[12]

MM AQ-18

Operations on unpaved surfaces and material processing shall be suspended when wind speeds exceed 25 miles per hour. [Provides for a fugitive dust control efficiency of over 90 percent].[13]

MM AQ-19

Plant tree windbreaks on the windward (southwest fenceline) perimeter of project site. [Provides for a fugitive dust control efficiency of 4 to 15 percent].[14]

As shown in **Table 7 Estimated Ambient Air Quality Concentrations with Additional Mitigation Measures**, The project incremental PM_{10} impacts (using Tier 3 emission standard equipment and **Mitigation Measures AQ-1 through AQ-19**) would be 2.5 (calculated as 2.47) $\mu g/m^3$ for 24-hour impact and 0.3 $\mu g/m^3$ for annual impacts. The project incremental PM_{10} impacts (using Tier 4 emission standard equipment and **Mitigation Measures AQ-1 through AQ-19**) would be less than 2.1 $\mu g/m^3$ for 24-hour impact and 0.4 $\mu g/m^3$ for annual impacts.

In conclusion, with **Mitigation Measures AQ-1 through AQ-19** (using Tier 3 and/or Tier 4 emission standard equipment), the Proposed Project incremental PM_{10} impacts would not create any new significant air quality impacts or substantially increase the severity of previous PM_{10} concentrations. Therefore, the Proposed Project would be a less than significant impact on PM_{10} concentrations.

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[12] South Coast Air Quality Management District, Mitigation Measures and Control Efficiencies, http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/mitigation-measures-and-control-efficiencies

[13] South Coast Air Quality Management District, Mitigation Measures and Control Efficiencies, http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/mitigation-measures-and-control-efficiencies

[14] South Coast Air Quality Management District, Mitigation Measures and Control Efficiencies, http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/mitigation-measures-and-control-efficiencies

Table 7: Estimated Ambient Air Quality Concentrations with Additional Mitigation

Project Condition	NO2	CO	SO2	PM10	PM2.5
	Proposed Project at 1.5 MTY				
Mitigated with Tier 3 Equipment	0.13/0.02	3.1/1.4	<0.01	2.5/0.3	0.6
Significant (Yes or No)?	No	No	No	No	No
Mitigated with Tier 4 Equipment	0.11/0.02	3.1/1.4	<0.01	2.2/0.3	0.3
Significant (Yes or No)?	No	No	No	No	No
SCAQMD Thresholds of Significance	0.18/0.03	20/9	0.04	2.5/1.0	2.5

Note: NO_2 impacts (in ppm) are for 1-hour and annual averaging periods. CO impacts (in ppm) are for 1-hour and 8-hour averaging periods. PM_{10} impacts (in $\mu g/m^3$) are for 24-hour and annual averaging periods. $PM_{2.5}$ impacts (in µg/m3) are for 24-hour averaging periods.

IMPACT AQ-4

Would Project-related operational activities cause an exceedance of the CAAQS for CO at traffic intersections?

Less than Significant Impact

Increased traffic volumes due to the Proposed Project result in increased pollutant emissions in the vicinity of the roads utilized by this traffic, which can cause pollutant levels to exceed the ambient air quality standards. CO and particulates (PM_{10} and $PM_{2.5}$) are the pollutants of major concern along roadways.

There is a direct relationship between traffic/circulation congestion and CO impacts; because exhaust from vehicular traffic are the primary source of CO. CO is a localized pollutant that dissipates very quickly under normal meteorological conditions. Therefore, CO concentrations decrease substantially as distance from the source (intersection) increases. The highest CO concentrations are typically found in areas directly adjacent to congested roadway intersections.

The SCAQMD suggests that localized CO impacts be considered at intersections that change from level of service (LOS) A, B, or C to D or worse as a result of the Proposed Project and for all intersections rated D or worse where the Proposed Project increases the volume-to-capacity by two percent or more.

Traffic volumes at the Proposed Project intersections are not projected to exceed the traffic volumes of the three worst-case intersections in the Air Basin either on a per lane basis or total traffic. Further, these intersections do not have any characteristics that would result in higher CO concentrations than the worst-case intersections. Therefore, an exceedance of the CO AAQS would not be expected at any of these intersections and impacts would be less than significant.

Would Project-related operational activities cause an exceedance of the CAAQS for PM_{10} and $PM_{2.5}$ at traffic intersections?

Less than Significant Impact

Roads with substantial diesel truck volumes have the potential to result in particulate hot spots. The Federal Highway Administration (FHWA) has published guidance on performing a qualitative analysis of particulate hot spots because at this time a reliable and accurate methodology for quantitatively assessing particulate hotspots has not been established. The FHWA guidance considers a road with an average daily diesel truck volume of 10,000 or less does not have the potential to result in a hot spot. None of the local roads in the project area would be expected to have this level of diesel truck traffic. The Proposed Project would result in 392 one-way truck trips per day.

Generally, a project is not a project of concern unless it changes capacity or alignment of a road with more than 125,000 average annual daily trips (AADT) and eight percent trucks, more than 10,000 truck AADT (eight percent of 125,000), or otherwise may substantially increase or concentrate diesel exhaust emissions (such as bus terminals and transfer points, designated truck routes, and freight intermodal terminals).

The Proposed Project would not cause diesel truck traffic volumes at a level to be a project of concern. Thus, the Project is not anticipated to cause or significantly contribute to any particulate matter concentrations exceeding the AAQS along local roadways serving the Project.

IMPACT AQ-5

Would Project operational activities expose sensitive receptors to substantial concentrations of toxic air contaminants (TAC)?

Less than Significant Impact

The Proposed Project-related health risk and hazards were compared to the significance thresholds. A HRA was conducted in accordance with technical guidelines developed by the federal and California agencies (i.e., USEPA, CalEPA-OEHHA) and the SCAQMD.

The SCAQMD has established the CEQA significance threshold for individuals exposed to TAC sources as the increased incremental cancer risk of 10 in one million or greater. The HRA analyzed the potential incremental cancer risks to residents in the project vicinity of the Proposed Project, using emission rates from CARB's EMFAC and OFFROAD emission models. Emissions were input into the USEPA approved dispersion model AERMOD to calculate ambient air concentrations at receptors in the project vicinity. This assessment is intended to provide a worst–case estimate of the increased exposure by employing a standard emission estimation program and an accepted pollutant dispersion model.

Within the Final EIR, the maximum incremental cancer risks from all equipment and trucks would be 1.8 (residential adult receptor), 0.9 (residential child receptor), 0.4 (off-site worker), and 0.2 (school children receptor) cancers per million, which are less than the SCAQMD significance threshold of 10 in one million.

For the Proposed Project, the maximum incremental cancer risks from all equipment and trucks would be 1.9 (residential adult receptor), 0.9 (residential child receptor), 0.4 (off-site worker), and 0.2 (school children receptor) cancers per million, which are less than the SCAQMD significance threshold of 10 in one million.

Exposure to non–carcinogenic substances would be significant if the Hazard Index (HI) exceeds 1.0. The Hazard Index is the ratio of a hazardous air pollutant concentration to its Reference Concentration, or safe exposure level. If this "hazard index" exceeds one, people are exposed to levels of hazardous air pollutants that may pose non-cancer health risks. The maximum chronic hazard index for the Proposed Project is 0.1 and thus less than significant. The maximum acute hazard index for the Proposed Project is 0.1 and thus less than significant.

IMPACT AQ-6

Would the Project create objectionable odors affecting a substantial amount of people?

Less than Significant Impact

According to the SCAQMD *CEQA Air Quality Handbook*, land uses associated with odor complaints typically include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. There are no associated odors with the Proposed Project's type of mining activities. Thus, it is determined that the Proposed Project would not create odors affecting a substantial amount of people and this impact would be less than significant.

IMPACT AQ-7

Would the Project conflict with implementation of State goals for reducing greenhouse gas emissions?

Less than Significant Impact

The primary source of GHG associated with the Proposed Project would occur from ongoing mining operations and movement of the rock for processing. For the Proposed Project, the City is adopting the SCAQMD, 10,000 metric tons (MT) CO_2e per year industrial project screening threshold as the significance threshold in addition to the qualitative thresholds of significance from Section VII of Appendix G to the CEQA Guidelines.

Within the Final EIR, the annual GHG emissions of 3,574 MT CO_2e and an average annual GHG emissions of 3,049 MT CO_2e were determined. These GHG emissions were below the SCAQMD significance threshold of 10,000 MT CO_2e per year.

With the Proposed Project, the annual GHG emissions of 3,574 MT CO_2e and an average annual GHG emissions of 3,049 MT CO_2e. These GHG emissions are below the SCAQMD significance threshold of 10,000 MT CO_2e per year.

4.0 SIGNIFICANCE AFTER MITIGATION

Less than Significant Impact for CO, SO_2, PM_{10}, and $PM_{2.5}$ Emissions

Significant and Unavoidable Impact for NO_x Emissions

Implementation of **Mitigation Measures AQ-1 through AQ-19**, and adherence to various federal, State, and local laws, ordinances, and regulations, would result in the following findings of potential air quality emissions and impacts, GHG emissions, odor and health risk assessment impacts associated with the construction and operation of the Olive Pit Mine. All impacts from the Proposed Project related to air quality, GHG emissions, and health risks would be less than significant with mitigation except NO_x operational emissions, which are significant and unavoidable.

5.0 CUMULATIVE IMPACTS

Would the Project result in a cumulative impact of criteria pollutants including ozone precursors (NO_x) emissions?

Significant and Unavoidable Impact for NO_x Emissions

The Proposed Project would result in a potentially significant NO_x emissions during operations and the South Coast Air Basin is nonattainment for ozone and particulate matter. Therefore, the Proposed Project would result in a regional cumulative impact given that the Air Basin is in nonattainment for ozone and particulate matter. The other criteria air pollutants (CO, SO_2, PM_{10}, and $PM_{2.5}$) are below the SCAQMD significance thresholds and would not be a cumulatively considerable contribution to the Air Basin.

The GHG emissions from the Proposed Project would be less than significant impact. Since all GHG impacts are essentially cumulative impacts (any single project would not have an effect on global climate change), the Proposed Project would not have cumulative effect and this impact would be less than significant.

Appendix B

Updated Noise Assessment

November 2016

Noise Technical Report
Olive Pit Mine and Reclamation Project EIR Addendum

Prepared for:

City of Irwindale
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Irwindale, CA 91706

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November 2016

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ATTACHMENTS

Noise Appendix

1.0 INTRODUCTION

The following noise technical report analyzes noise impacts relative to the proposed change in annual mining throughput from 1 million tons per year (MTY) to 1.5 MTY for the Irwindale Olive Pit Mine and Reclamation Project. The Olive Pit Mine and Reclamation Project Final EIR determined that all noise impacts were less than significant. This report revises the noise assessment and determines whether the change in operations would create a new significant noise impact. The conclusions of this report are that with the implementation of revised Mitigation Measure N-3 there would be no new significant noise impacts or substantially more severe noise impacts.

2.0 PROJECT OVERVIEW

The proposed increase in annual mining throughput from 1 MTY to 1.5 MTY would increase the number of over-the-road haul trucks by 50 percent. 262 one-way daily trips were analyzed in the Final EIR, thus 392 one-way daily trips is used in this report to analyze the increase in annual mining throughput. The over-the-road haul trucks would use the same haul route analyzed in the Final EIR. No change in mining and reclamation equipment, number of employees or hours of operation would occur. Mining and reclamation would occur six days per week, 52 weeks per year, less six holidays from 7 a.m. to 7 p.m. The proposed increase in annual mining throughput would reduce the years of mining from 32 years to 22 to 23 years.

3.0 IMPACT ANALYSIS AND MITIGATION

This noise report analyzes each of the impact questions in the Noise Section of Final EIR and determines if the increase in annual mining throughput would create a new significant noise impact.

THRESHOLD N-1

Would the project cause exposure of persons to or generation of noise levels in excess of standards established in the local General Plan or noise ordinance, or applicable standard of other agencies?

Construction Activities

Construction activities would be the same as what was analyzed in the Final EIR. Construction noise would remain less than significant with the proposed increase in annual mining throughput.

Mining and Reclamation Activities

The Final EIR analyzed operation in the following phases: Phase I Extraction, Phase II Extraction, Phase I Reclamation and Phase II Reclamation. Since the mining and reclamation equipment, locations and hours of operation would be the same in all phases as what was analyzed in the Final EIR, noise levels from mining and reclamation activities at the project site

at an annual throughput of 1.5 MTY would be consistent with what was analyzed in the Final EIR. Mining and reclamation noise was determined to be less than significant with mitigation incorporated in the Final EIR and no new significant noise impacts would occur with the proposed increase in annual mining throughput with incorporation of the noise mitigation measures from the Final EIR.

Traffic Related Noise

Traffic noise from over-the-road haul trucks transporting extraction materials was determined to be less than significant with mitigation incorporated in the Final EIR. Consistent with what was analyzed in the Final EIR, extraction transportation would be conducted Monday through Saturday during the hours of 7 a.m. to 5 p.m. using the haul truck route displayed on **Figure 2.0-20** from the Final EIR (See Appendix).

The Final EIR analyzed six roadway segments along the project haul truck route and the a.m. peak hour was chosen for the traffic noise analysis because the a.m. peak hour had greater existing traffic volumes and a greater increase in vehicle traffic due to the project. The roadway segments along the project haul route during the a.m. peak hour were analyzed to estimate project increases and resulting traffic-generated noise increases on roadway links affected by project-related traffic.

Noise levels from haul truck traffic were determined using the Federal Highway Administration (FHWA) Traffic Noise Model FHWA-RD-77-108 and the turning movements in the Olive Pit Mining and Reclamation Project Traffic Impact Analysis (TIA) by Urban Crossroads (Urban Crossroads, 2014). The TIA included traffic scenarios including existing (2014), Existing Plus Project (2014), Future Plus Project (2016), Future No Project (2035), and Future Plus Project (2035) conditions.

The following tables represent peak-hour traffic noise levels at an annual mining throughput of 1 MTY (approved project) and 1.5 MTY (proposed increase). **Table 1** and **2** represent unmitigated and mitigated peak-hour traffic noise levels at an annual mining throughput of 1 MTY and are Tables 3.8-11 and 3.8-12 of the Final EIR. **Table 3** represents peak-hour traffic noise levels at an annual mining throughput of 1.5 MT with incorporation of Mitigation Measure MM N-3 from the Final EIR. **Table 4** represents peak-hour traffic noise levels at an annual mining throughput of 1.5 MT with incorporation of a revised Mitigation Measure MM N-3 from the Final EIR.

The impact of the project noise would be significant if Columns "B-A" and "E-D" show a noise increase of 1.5 dBA or more. Column "B-A" compares existing traffic noise in 2014 plus the project to the existing traffic noise in 2014. Column "E-D" compares future traffic noise in 2035 plus the project to the future traffic noise in 2035 without the project.

The impact of cumulative traffic noise (from other projects and this project) would be significant if Columns "C-A" and "E-A" show a noise increase of 1.5 dBA or more. Column "C-A" compares future traffic noise in 2016 plus the project to existing traffic noise in 2014. Column "E-A" compares future traffic noise in 2035 plus the project to the existing traffic noise in 2014.

A noise of increase of 1.5 dBA or more in columns "C-A" and "E-A" may not be a significant cumulative impact because the increase in traffic noise could be coming from other non-project sources. These cumulative impacts would occur with or without the project.

As shown in **Table 3**, the proposed increase to 1.5 MTY would create new potentially significant project noise impacts in columns "B-A" and "E-D" on roadway segment four and new potentially significant cumulative noise impacts in columns "C-A" and "E-A" on roadway segments one, three and four.

Table 4 shows traffic noise levels at 1.5 MTY with implementation of revised Mitigation Measure MM N-3. With implementation of these revisions to Mitigation Measure MM N-3 there would be no increase in project traffic noise from the levels in the Final EIR (even with the increase in annual mining throughput). Also, as can be seen in Table 4, none of the roadway segments have noise increases greater than 1.5 dBA (in columns "B-A" or "E-D").

Mitigation Measure MM N-3 is revised as follows (additions are shown in <u>underline</u> and deleted text is show in ~~strikethrough~~):

MM N-3

The applicant has included the following mitigation measures as part of the Proposed Project. The applicant shall ensure the following:

- All trucks shall be equipped with Diesel Particulate Filters or a resonator to reduce noise by ~~3 to 6~~ <u>five</u> dBA.
- No Jake Brakes shall be used.
- All trucks shall be equipped with single exhaust, vertical straight stacks and no turndown.
- Trucks shall also be equipped with automatic transmissions to eliminate unnecessary engine revving.

TABLE 1: UNMITIGATED PEAK HOUR TRAFFIC NOISE LEVELS IN THE PROJECT VIC
EXISTING (2014) VERSUS FUTURE (2016 AND 2035)

Roadway Segment	A.M. Peak Hour Noise Levels, dBA, Leq							
	(A) Existing (2014)	(B) Existing Plus Project (2014)	(C) Future Plus Project (2016)	(B-A) Net Change Existing Plus Project vs. Existing	(C-A) Net Change Future Plus Project (2016) vs. Existing	(D) Future No Project (2035)	(E) Future Plus Project (2035)	(E-D) Net Chan Future - Project (2(vs. Future Project (2(
1. Azusa Canyon Rd. south of Arrow Hwy. [b,c]	67.5	69.2	69.4	**1.8**	**1.9**	67.9	69.6	**1.7**
2. Arrow Hwy. west of Azusa Canyon Rd. [b,c]	74.1	74.6	75.0	0.5	0.8	74.7	75.1	0.4
3. Azusa Canyon Rd. north of Los Angeles St. [b,c]	67.5	69.2	69.4	**1.7**	**1.9**	67.9	69.6	**1.6**
4. Los Angeles St. west of Azusa Canyon Rd. [b,c]	66.5	68.6	68.8	**2.1**	**2.3**	67.0	68.9	**2.0**
5. Arrow Hwy. east of Rivergrade Rd. [b,c]	72.2	73.0	74.0	0.8	**1.8**	73.6	74.2	0.6
6. Arrow Hwy. west of Rivergrade Rd. [b,c]	73.1	73.7	74.4	0.6	1.3	74.1	74.6	0.5

a. Considered significant if the incremental increase in noise from traffic is greater than the existing ambient noise level by 1.5 d levels exceed 65 dBA, Ldn at existing residences, per Federal Interagency Committee on Noise standards for transportation nc greater are in **bold and underlined text**.

b. Road center to receptor distance is 15 meters (approximately 50 feet) for all roadway segments. Noise levels were determinec Highway Administration (FHWA) Traffic Noise Model FHWA-RD-77-108 calculations.

c. The analysis considered the vehicle mix based on existing vehicle type counts and project trip generation by vehicle type. Exi assumed to be 1% of auto vehicle mix. Traffic speeds for all vehicle classes were set at 40 mph on all roads except Arrow Hi to be 45 mph.

Source: RCH Group, Inc., 2014

TABLE 2: MITIGATED PEAK HOUR TRAFFIC NOISE LEVELS IN THE PROJECT VICIN
EXISTING (2014) VERSUS FUTURE (2016 AND 2035)

Roadway Segment	A.M. Peak Hour Noise Levels, dBA, Leq							
	(A) Existing (2014)	(B) Existing Plus Project (2014)	(C) Future Plus Project (2016)	(B-A) Net Change Existing Plus Project vs. Existing	(C-A) Net Change Future Plus Project (2016) vs. Existing	(D) Future No Project (2035)	(E) Future Plus Project (2035)	(E-D) Net Chan Future Project (2(vs. Future Project (2(
1. Azusa Canyon Rd. south of Arrow Hwy. [b,c]	67.5	68.4	68.6	0.9	1.1	67.9	68.8	0.9
2. Arrow Hwy. west of Azusa Canyon Rd. [b,c,d]	74.1	74.4	74.7	0.3	0.6	74.7	74.9	0.2
3. Azusa Canyon Rd. north of Los Angeles St.[b,c,d]	67.5	68.4	68.6	0.9	1.1	67.9	68.8	0.9
4. Los Angeles St. west of Azusa Canyon Rd. [b,c,d]	66.5	67.7	67.8	1.2	1.3	67.0	68.0	1.0
5. Arrow Hwy. east of Rivergrade Rd. [b,c,d]	72.2	72.6	73.7	0.4	**1.5**	73.6	73.9	0.3
6. Arrow Hwy. west of Rivergrade Rd. [b,c,d]	73.1	73.4	74.1	0.3	1.0	74.1	74.3	0.2

a. Considered significant if the incremental increase in noise from traffic is greater than the existing ambient noise level by 1.5 d levels exceed 65 dBA, Ldn at existing residences, per Federal Interagency Committee on Noise standards for transportation nc greater are in **bold and underlined text.**

b. Road center to receptor distance is 15 meters (approximately 50 feet) for all roadway segments. Noise levels were determinec Highway Administration (FHWA) Traffic Noise Model FHWA-RD-77-108 calculations.

c. The analysis considered the vehicle mix based on existing vehicle type counts and project trip generation by vehicle type. Exi assumed to be 1% of auto vehicle mix. Traffic speeds for all vehicle classes were set at 40 mph on all roads except Arrow Hi to be 45 mph.

d. The analysis assumed the noise reduction measures in MM N-3. A conservative 3 dBA reduction was assumed for Proposed F

Source: RCH Group, Inc., 2014

TABLE 3: PEAK HOUR TRAFFIC NOISE LEVELS IN THE PROJECT VICINITY AT 1.5 MTY VERSUS FUTURE (2016 AND 2035) WITH MITIGATION MEASURE MM N-3 FROM

Roadway Segment	A.M. Peak Hour Noise Levels, dBA, Leq							
	(A) Existing (2014)	(B) Existing Plus Project (2014)	(C) Future Plus Project (2016)	(B-A) Net Change Existing Plus Project vs. Existing	(C-A) Net Change Future Plus Project (2016) vs. Existing	(D) Future No Project (2035)	(E) Future Plus Project (2035)	(E-D) Net Chan Future - Project (2(vs. Future Project (2(
1. Azusa Canyon Rd. south of Arrow Hwy. [b,c]	67.5	68.8	69.0	1.3	**1.5**	67.9	69.2	1.3
2. Arrow Hwy. west of Azusa Canyon Rd. [b,c,d]	74.1	74.5	74.8	0.4	0.7	74.7	75.0	0.3
3. Azusa Canyon Rd. north of Los Angeles St.[b,c,d]	67.5	68.8	69.0	1.3	**1.5**	67.9	69.2	1.3
4. Los Angeles St. west of Azusa Canyon Rd. [b,c,d]	66.5	68.2	68.3	**1.7**	**1.8**	67.0	68.5	**1.5**
5. Arrow Hwy. east of Rivergrade Rd. [b,c,d]	72.2	72.7	73.8	0.5	**1.6**	73.6	74.0	0.4
6. Arrow Hwy. west of Rivergrade Rd. [b,c,d]	73.1	73.5	74.2	0.4	1.1	74.1	74.4	0.3

a. Considered significant if the incremental increase in noise from traffic is greater than the existing ambient noise level by 1.5 d levels exceed 65 dBA, Ldn at existing residences, per Federal Interagency Committee on Noise standards for transportation n(or greater are in **bold and underlined text**.

b. Road center to receptor distance is 15 meters (approximately 50 feet) for all roadway segments. Noise levels were determinec Highway Administration (FHWA) Traffic Noise Model FHWA-RD-77-108 calculations.

c. The analysis considered the vehicle mix based on existing vehicle type counts and project trip generation by vehicle type. Exi assumed to be 1% of auto vehicle mix. Traffic speeds for all vehicle classes were set at 40 mph on all roads except Arrow Hi to be 45 mph.

d. The analysis assumed the noise reduction measures in MM N-3. A conservative 3 dBA reduction was assumed for Proposed P

Source: RCH Group, Inc., 2016

TABLE 4: PEAK HOUR TRAFFIC NOISE LEVELS IN THE PROJECT VICINITY AT 1.5 MTY VERSUS FUTURE (2016 AND 2035) WITH REVISED MITIGATION MEASURE M

Roadway Segment	A.M. Peak Hour Noise Levels, dBA, Leq							
	(A) Existing (2014)	(B) Existing Plus Project (2014)	(C) Future Plus Project (2016)	(B-A) Net Change Existing Plus Project vs. Existing	(C-A) Net Change Future Plus Project (2016) vs. Existing	(D) Future No Project (2035)	(E) Future Plus Project (2035)	(E-D) Net Chan Future Project (2(vs. Future Project (2(
1. Azusa Canyon Rd. south of Arrow Hwy. [b,c]	67.5	68.4	68.5	0.9	1.0	67.9	68.8	0.9
2. Arrow Hwy. west of Azusa Canyon Rd. [b,c,d]	74.1	74.3	74.6	0.2	0.5	74.7	74.9	0.2
3. Azusa Canyon Rd. north of Los Angeles St.[b,c,d]	67.5	68.4	68.6	0.9	1.1	67.9	68.8	0.9
4. Los Angeles St. west of Azusa Canyon Rd. [b,c,d]	66.5	67.7	67.8	1.2	1.3	67.0	68.0	1.0
5. Arrow Hwy. east of Rivergrade Rd. [b,c,d]	72.2	72.6	73.7	0.4	**1.5**	73.6	73.9	0.3
6. Arrow Hwy. west of Rivergrade Rd. [b,c,d]	73.1	73.4	74.1	0.3	1.0	74.1	74.3	0.2

a. Considered significant if the incremental increase in noise from traffic is greater than the existing ambient noise level by 1.5 d levels exceed 65 dBA, Ldn at existing residences, per Federal Interagency Committee on Noise standards for transportation n greater are in **bold and underlined text.**

b. Road center to receptor distance is 15 meters (approximately 50 feet) for all roadway segments. Noise levels were determinec Highway Administration (FHWA) Traffic Noise Model FHWA-RD-77-108 calculations.

c. The analysis considered the vehicle mix based on existing vehicle type counts and project trip generation by vehicle type. Exi assumed to be 1% of auto vehicle mix. Traffic speeds for all vehicle classes were set at 40 mph on all roads except Arrow Hi to be 45 mph.

d. The analysis assumed the noise reduction measures in Revised MM N-3. A 5 dBA reduction was assumed for Proposed Proje

Source: RCH Group, Inc., 2016

THRESHOLD N-2

Would the project cause exposure of persons to or generation of excessive ground-borne vibrations or ground-borne noise levels?

The proposed increase in annual mining throughput would not result in a change in mining and reclamation equipment on-site or the locations of mining and reclamation activities. Impact N-2 would remain less than significant with the proposed increase in annual mining throughput.

THRESHOLD N-3

Would the project result in substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

The proposed increase in annual mining throughput would not result in a change in mining and reclamation equipment on-site, the locations of mining and reclamation activities or the hours of operation. Mining and reclamation noise levels at the project site would be consistent with the estimates in the Final EIR. Background noise levels during hours of operation at residential receptors to the north, south and west were higher than mining and reclamation noise level estimates. Mining and reclamation activities with the proposed increase in annual mining throughput would not result in a substantial permanent increase in ambient noise levels. As noted earlier (Threshold N-1 discussion), the increase in over-the-road haul truck trips with the proposed increase in annual mining throughput would create a new potentially significant noise impact and a new potentially significant cumulative noise impact. However, potentially significant traffic noise impacts would be reduced to less than significant with implementation of revised Mitigation Measure MM N-3. Impact N-3 would remain less than significant with mitigation incorporated with the proposed increase in annual mining throughput.

THRESHOLD N-4

Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Construction activities would be the same as what was analyzed in the Final EIR. Impact N-4 would remain less than significant with the proposed increase in annual mining throughput.

THRESHOLD N-5

Would the project be located within an airport land use plan or, where such plan has been adopted, within two miles of a public airport and therefore expose people residing or working in the project areas to excess noise levels?

The project site is not located in an airport land use plan or within two miles of a public airport and therefore would not expose people working in the project area to excess noise levels. Impact N-5 would remain less than significant with the proposed increase in annual mining throughput.

THRESHOLD N-6

Would the project be located within the vicinity of a private airstrip and therefore expose people residing or working in the project area to excessive noise levels?

The project site is not located in the vicinity of a private airstrip and therefore would not expose people working the project areas to excessive noise levels. Impact N-6 would remain less than significant with the proposed increase in annual mining throughput.

4.0 SIGNIFICANCE AFTER MITIGATION

The Final EIR concluded that with implementation of Mitigation Measures MM N-1, MM N-2, and MM N-3, all project related noise impacts would be reduced to less than significant.

The proposed increase in annual mining throughput to 1.5 MTY would not result in a new significant noise impact with implementation of Mitigation Measures MM N-1 and MM N-2 in the Final EIR and implementation of revised Mitigation Measure MM N-3 shown below. Mitigation Measure MM N-3 is revised as follows (additions are shown in <u>underline</u> and deleted text is show in ~~strikethrough~~):

MM N-3

The applicant has included the following mitigation measures as part of the Proposed Project. The applicant shall ensure the following:

- All trucks shall be equipped with Diesel Particulate Filters or a resonator to reduce noise by ~~3 to 6~~ <u>five</u> dBA.
- No Jake Brakes shall be used.
- All trucks shall be equipped with single exhaust, vertical straight stacks and no turndown.
- Trucks shall also be equipped with automatic transmissions to eliminate unnecessary engine revving.

5.0 CUMULATIVE IMPACTS

Would the project, combined with other related cumulative projects, have a substantial adverse impact on noise?

The Final EIR concluded that cumulative traffic noise would be significant with project traffic and traffic from other cumulative projects, but the contribution of the project would not be cumulatively considerable. As indicated in the Final EIR.

- The increases contributed by the project are 1.0 dBA or less in all cases. Since most people cannot perceive a 1 dBA increase in sound levels (unless in controlled conditions in an acoustics lab), the project contribution (of 1 dBA or less on each roadway segment) is not considered to be a cumulatively considerable contribution to the overall cumulative traffic noise impact.

COUNCIL AGENDA
ITEM 4A

DEC 14 2016

AGENDA REPORT

Date: *December 14, 2016*

To: *Honorable Mayor and Members of the City Council*

From: *John Davidson, City Manager*

Issue: *ORDINANCE NO. 706: An Ordinance revising Section 17.70.010 of the City of Irwindale Municipal Code (IMC) and Section 4.2 of the Commercial and Industrial Design Guidelines to include an exemption for temporary pre-fabricated structures for public agencies and utility companies for a maximum of ten years.*

City Manager's Recommendation:

That the City Council consider the Planning Commission's Resolution No. 687(16) recommending the City Council deny proposed Ordinance No. 706 (Zoning Ordinance Amendment (ZOA) No. 03-2016 amending Section 17.70.010 of the Irwindale Municipal Code (IMC) and Section 4.2 of the Commercial and Industrial Design Guidelines ("Design Guidelines") to include an exemption for prefabricated structures for public agencies and utility companies; and

Adopt <u>either</u>:

(1) Resolution No. 2016-74-2888, entitled "A RESOLUTION OF THE IRWINDALE CITY COUNCIL CONCURRING WITH THE CITY OF IRWINDALE PLANNING COMMISSION'S RECOMMENDATION OF DENIAL FOR PROPOSED ORDINANCE NO. 706 (ZONING ORDINANCE AMENDMENT (ZOA) NO. 03-2016) TO AMEND SECTION 17.70.010 OF THE IRWINDALE MUNICIPAL CODE AND SECTION 4.2 OF THE IRWINDALE COMMERCIAL AND INDUSTRIAL DESIGN GUIDELINES TO ADD AN EXEMPTION FOR TEMPORARY PRE-FABRICATED STRUCTURES FOR PUBLIC AGENCIES AND UTILITY COMPANIES AND FINDING THE ZONING ORDINANCE AMENDMENT TO BE EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT;" or

(2) Ordinance No. 706, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 17.70.010 OF THE IRWINDALE MUNICIPAL CODE AND SECTION 4.2 OF THE IRWINDALE COMMERCIAL AND INDUSTRIAL DESIGN GUIDELINES TO ADD AN EXEMPTION FOR TEMPORARY PRE-FABRICATED STRUCTURES FOR PUBLIC AGENCIES AND UTILITY COMPANIES."

Background:

Planning Commission:
On October 19, 2016, this project was scheduled for a duly noticed public hearing before the Planning Commission with a staff recommendation to recommend approval to the City Council. The project entails a Zone Ordinance Amendment (ZOA) to amend Section 17.70.010 of the Irwindale Municipal Code (IMC) and Section 4.2 of the Commercial and Industrial Design Guidelines to add an exemption for temporary pre-fabricated structures for public agencies and utility companies. The Planning Commission disagreed with staff's recommendation and voted to recommend denial. The Planning Commission adopted Resolution No. 687 (16) at their November 16, 2016 meeting recommending that the City Council deny proposed Zoning Ordinance Amendment No. 03-2016 (Ordinance No. 706)(Exhibit B).

Project Information:
John Kao, the applicant for Southern California Edison (SCE) submitted a Site Plan Design Review application for the removal of two existing modular buildings and the installation of three prefabricated modular buildings at the SCE Rio Hondo substation located at 13570 E. Live Oak Avenue. The original modular buildings were installed prior to the adoption of the Design Guidelines. When it was determined that the new prefabricated buildings would fall under the requirements in the Design Guidelines, the applicant requested an exemption from the architectural guidelines through the proposed amendment to include temporary prefabricated structures for public agency use as an additional exemption for a maximum period of ten (10) years.

The Design Guidelines were adopted in 2002 (Ordinance No. 560). The Design Guidelines established site plan and design review requirements and standards applicable to all commercial and industrial structures erected, improved, extended, or modified within the City of Irwindale, and were intended to "preserve and protect the City's Spanish heritage". It was anticipated that the Design Guidelines would be modified from time to time to incorporate the desires and goals of the community. Revised Design Guidelines were approved in 2008 (Ordinance No. 634). This version adopted the California Mission Style as the theme for site and building design for new or remodeled commercial and industrial properties and included exemptions to the design review process. The Irwindale Municipal Code was also amended to include exemptions from the Design Guidelines. In 2014, the most recent amendment to the Design Guidelines (Ordinance No. 681) added an exemption regarding new or renovated buildings subject to a development agreement and having at least 500,000 square feet of retail space, with a minimum 50% of the square footage committed to retail establishments.

DISCUSSION

Exemptions exist in the current Design Guideline to allow for flexibility in design criteria for certain projects, but do not include temporary, prefabricated structures, or exemptions for public agencies and utility companies. Temporary City buildings were considered, but not included, in the most recently amended Design Guidelines. The request by SCE

proposes an exemption for the City, other public agencies, and public utility companies aimed at serving the public interest.

Typically, temporary modular buildings are intended as accessory structures, necessary for business operations in the short-term. In SCE's case, the pre-fabricated structures serve as ancillary offices with the majority of the site used for SCE equipment and utility repair vehicles. An exemption from the design criteria would allow a public agency or utility company the flexibility to continue providing services while responding to a sudden increased demand on business operations, such as preparation for unexpected weather related events (i.e., windstorms, flooding), or to respond to emergencies in the community on a short-term basis. It was staff's recommendation that an exempt temporary structure be permitted for a maximum of ten (10) years, at which time the temporary structure would have to be removed and a permanent structure would have to be developed. Other requirements in the Design Guidelines, such as landscape screening and walls and fences, would still apply, with the requirement for enhanced perimeter landscaping to include trees, shrubs, and groundcover for sites where the greater area of the site is used for utility vehicle parking.

After deliberating, the Planning Commission determined that it would be discriminatory for an exemption to be provided to public agencies, and such an exemption could pose a challenge from private parties. Further, the Planning Commission concluded that the temporary structures have been at the site far too long and are no longer considered temporary in nature. As such, the Planning Commission elected to recommend denial of Ordinance No. 706.

Environmental Analysis:

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project, and has determined that the proposed Code Amendment is exempt under General Rule Section 15061 (b)(3) of the CEQA Guidelines in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment that activity is not subject to CEQA and is not considered a project under the California Environmental Quality Act (CEQA). Subject to approval of the project by the City Council, a Notice of Exemption will be filed with the Office of the Registrar-Recorder/County Clerk, County of Los Angeles. However, a Notice of Exemption will not be required be filed with the County Clerk unless an action for approval is taken.

Fiscal Implications:

The proposed Ordinance has no negative fiscal implications as it is being paid 100% by the Applicant under a deposit account.

Fiscal Impact: (Initial of CFO)

Legal Impact: *Electronically approved on 12/8/16* (Initial of Legal Counsel)

Contact Person:

Gus Romo, Community Development Director
626-430-2206
gromo@irwindaleca.gov

Marilyn Simpson, AICP, Principal Planner
626-430-2209
msimpson@irwindaleca.gov

John Davidson, City Manager

Attachments:

Exhibit A: CC Resolution No. 2016-74-2888 Concurring with the Planning Commission's Recommendation to Deny Ordinance No. 706
Exhibit B: PC Resolution No. 687(16) Recommending Denial of Ordinance No. 706
Exhibit C: Proposed Ordinance No. 706
Exhibit D: Unofficial Planning Commission Minutes for Meeting held October 19, 2016

EXHIBIT “A”

Resolution No. 2016-74-2888

A RESOLUTION OF THE IRWINDALE CITY COUNCIL CONCURRING WITH THE CITY OF IRWINDALE PLANNING COMMISSION'S RECOMMENDATION OF DENIAL FOR PROPOSED ORDINANCE NO. 706 (ZONING ORDINANCE AMENDMENT (ZOA) NO. 03-2016) TO AMEND SECTION 17.70.010 OF THE IRWINDALE MUNICIPAL CODE AND SECTION 4.2 OF THE IRWINDALE COMMERCIAL AND INDUSTRIAL DESIGN GUIDELINES TO ADD AN EXEMPTION FOR TEMPORARY PRE-FABRICATED STRUCTURES FOR PUBLIC AGENCIES AND UTILITY COMPANIES AND FINDING THE ZONING ORDINANCE AMENDMENT TO BE EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, John Kao, for Southern California Edison, One Innovation Way, Pomona, CA 91786, the Applicant, has made a request to amend Section 17.70.010 - Zone Ordinance Amendment No. 03-2016 (ZOA 03-2016) ("Amendment") to provide for an exemption to the Site Plan and Design Review Permit and Commercial and Industrial Design Guidelines; and

WHEREAS, in accordance with California law, the City of Irwindale ("City") is desirous of assuring that all commercial and industrial development within the City is consistent with the General Plan; and

WHEREAS, the City is further desirous of adopting consistent requirements and standards for the review and approval of site plans and architectural features of all commercial and industrial structures erected, improved, extended or modified within the City boundaries; and

WHEREAS, in 2002, the City adopted the 2001 Irwindale Commercial and Industrial Design Guidelines ("2001 Guidelines") to assure consistency in the design standards of commercial and industrial structures; and

WHEREAS, in 2009, the City adopted the 2008 Design Guidelines (2008 Guidelines"), which modified and replaced the 2001 Guidelines and established a procedure for granting exemptions to such guidelines in specified circumstances; and

WHEREAS, the City anticipated the 2008 Guidelines would be refined and modified from time-to-time to incorporate the desires and goals of the City's residents; and

WHEREAS, in 2014, the City amended the 2008 Guidelines to add an exemption for new or renovated buildings subject to a development agreement where the development contains at least fifty percent of the square footage committed to retail establishments and having at least five hundred thousand square feet of retail space; and

WHEREAS, the Planning Commission held a duly noticed public hearing on the 19th of October, 2016 pursuant to notice given in the manner required by law, to consider Zoning Ordinance Amendment No. 03-2016, closed the public hearing, and directed staff to prepare a resolution for a recommendation of denial to the City Council and present the resolution at the next regularly scheduled Planning Commission for adoption; and

WHEREAS, on November 16, 2016, the Planning Commission adopted Resolution No. 687(16) recommending to the City Council denial of the Amendment to Zoning Code Section 17.70.010 and the Commercial and Industrial Design Guidelines to exempt temporary prefabricated structures for public agencies and utility companies for a maximum of ten years; and

WHEREAS, the public was duly noticed of the public hearing before the Irwindale City Council for December 14, 2016 at 6:30 p.m. at Irwindale City Hall; and

WHEREAS, the Irwindale City Council considered the recommendation of denial from the Planning Commission of the City of Irwindale; and

WHEREAS, the City, through this resolution, concurs with the Planning Commission's recommendation of denial of Ordinance No. 706 to amend the Section 17.70.010 or the Irwindale Municipal Code and Section 4.2 of the Commercial and Industrial Design Guidelines to exempt temporary, pre-fabricated structures by public agencies and/or utility companies for a maximum of ten years; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act ("CEQA") and the CEQA guidelines, it has been determined that the proposed amendment is exempt under General Rule Section 15270 (a), which provides, in relevant part, that "CEQA does not apply to projects which a public agency rejects or disapproves." As such, no further CEQA action is required since the City Council denied the Amendment.

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

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

SECTION 2. The City Council concurs with the Planning Commission's recommendation of denial of the Amendment to Zoning Code Section 17.70.010 and the Commercial and Industrial Design Guidelines to exempt temporary prefabricated structures for public agencies and utility companies.

SECTION 4. Based upon the substantial evidence presented to this City Council during the public hearing conducted with regard to the Amendment, including written staff reports and verbal testimony, the City Council finds as follows:

a. The proposed Amendment to exempt public agencies and utility companies does not comply with the spirit and intent of the City's Commercial and Industrial Design Guidelines.
b. The proposed Amendment to exempt public agencies may be considered discriminatory and may pose a challenge from private parties.
c. The ten-year time limit set in the proposed Amendment exceeds the length of time to be considered temporary.

SECTION 5. Based upon the substantial evidence and conclusions set forth herein above, the City Council hereby adopts this Resolution of denial for the Amendment to Section 17.70.010 of the Irwindale Municipal Code and Section 4.2 of the Commercial and Industrial Design Guidelines.

SECTION 6. The City Clerk shall certify to the passage of this Resolution and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

PASSED and APPROVED this 14th day of December, 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. 2016-74-2888 was duly adopted at a regular meeting of the Irwindale City Council held on the 14th day of December 2016 and approved by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

EXHIBIT "B"

Resolution No. 687(16)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING TO THE CITY COUNCIL DENIAL OF ZONE ORDINANCE AMENDMENT NO. 03-2016 TO AMEND SECTION 17.70.010 OF THE IRWINDALE MUNICIPAL CODE AND SECTION 4.2 OF THE IRWINDALE COMMERCIAL AND INDUSTRIAL DESIGN GUIDELINES TO ADD AN EXEMPTION FOR TEMPORARY PRE-FABRICATED STRUCTURES FOR PUBLIC AGENCIES AND UTILITY COMPANIES

A. RECITALS.

WHEREAS, John Kao for Southern California Edison, One Innovation Way, Pomona, CA 91786, the Applicant, has made a request to amend Section 17.70.010 - Zone Ordinance Amendment No. 03-2016 (ZOA 03-2016) ("Amendment") to provide an exemption to the Site Plan and Design Review Permit and Commercial and Industrial Design Guidelines for temporary pre-fabricated structures for public agencies and utility companies; and

WHEREAS, this Zone Ordinance Amendment is accompanied by a separate proposal from the Applicant, Site Plan and Design Review (DA) No. 03-2016, to replace and install new temporary modular office trailers for Southern California Edison; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing, as required by law, on Site Plan and Design Review (DA) No. 03-2016, closed the public hearing, and directed staff to prepare a resolution for a recommendation of denial to the City Council and present the resolution at the next regularly scheduled Planning Commission meeting for adoption, and

WHEREAS, the Planning Commission conducted a duly noticed public hearing, as required by law, on October 19, 2016 to consider Zone Ordinance Amendment No. 03-2016, closed the public hearing, and directed staff to prepare a resolution for a recommendation of denial to the City Council and present the resolution at the next regularly scheduled Planning Commission meeting for adoption; and

WHEREAS, all documents and other materials constituting the record for this matter, upon which the Planning Commission's decision and its findings are based, are located at the Community Development Department of the City of Irwindale, 5050 N. Irwindale Ave., Irwindale, CA 91706.

B. RESOLUTION.

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

SECTION 1. The Planning Commission does hereby recommend to the City Council denial of Zone Ordinance Amendment No. 03-2016 to amend Zoning Code Section 17.70.010 and the Commercial and Industrial Design Guidelines regarding exemptions to the Commercial and Industrial Design Guidelines to exempt temporary pre-fabricated structures for public agencies and utility companies; and

SECTION 2. Pursuant to the authority and criteria contained in the California Environmental Quality Act ("CEQA") and the CEQA guidelines, it has been determined that the proposed amendment is exempt under Section 15061 (b)(3) of the CEQA Guidelines in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, that activity is not subject to CEQA.

SECTION 3. The Secretary shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this 16th day of November 2016.

Chair

ATTEST:

Secretary

I, Gustavo Romo, Director of Planning and Community Development of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 16th day of November 2016, by the following vote:

AYES:	COMMISSIONERS:	A. Tapia, R. Hartman, R. Chico, L. Corpis
NOES:	COMMISSIONERS:	P. Gonzales
ABSENT:	COMMISSIONERS:	
ABSTAIN:	COMMISSIONERS:	

Secretary

EXHIBIT "C"

ORDINANCE NO. 706

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 17.70.010 OF THE IRWINDALE MUNICIPAL CODE AND SECTION 4.2 OF THE IRWINDALE COMMERCIAL AND INDUSTRIAL DESIGN GUIDELINES TO ADD AN EXEMPTION FOR TEMPORARY PRE-FABRICATED STRUCTURES FOR PUBLIC AGENCIES AND UTILITY COMPANIES.

WHEREAS, John Kao for Southern California Edison (SCE) the Applicant, has made a request to amend Section 17.70.010 - Zoning Ordinance Amendment No. 03-2016 (ZOA 03-2016) ("Amendment") to provide for an exemption to the Site Plan and Design Review Permit and Commercial and Industrial Design Guidelines; and

WHEREAS, in accordance with California law, the City of Irwindale ("City") is desirous of assuring that all commercial and industrial development within the City is consistent with the General Plan; and

WHEREAS, the City is further desirous of adopting consistent requirements and standards for the review and approval of site plans and architectural features of all commercial and industrial structures erected, improved, extended or modified within the City boundaries; and

WHEREAS, the City has adopted design guidelines to assure consistency in the design standards of commercial and industrial structures, which guidelines the City anticipates will be refined and modified from time-to-time to incorporate the desires and goals of the City; and

WHEREAS, the City, through this Ordinance, wishes to amend Section 17.70.010 of the Irwindale Municipal Code ("IMC") pertaining to the exemptions to the Commercial and Industrial Guidelines in certain specific circumstances, and is concurrently approving identical changes to the exemptions contained within the provisions of Section 4.2 of the Commercial and Industrial Guidelines; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act ("CEQA") and the CEQA guidelines, it has been determined that the proposed amendment is exempt by General Rule under Section 15061 (b)(3) of the CEQA Guidelines in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, that activity is not subject to CEQA; and

WHEREAS, the Planning Commission held a duly noticed public hearing on the 19th of October, 2016 pursuant to notice given in the manner required by law, to

consider Zoning Ordinance Amendment No. 03-2016, closed the public hearing, and directed staff to prepare a resolution for a recommendation of denial to the City Council and present the resolution at the next regularly scheduled Planning Commission for adoption, and

WHEREAS, on November 16, 2016, the Planning Commission adopted Resolution No. 687 (16) recommending denial to the City Council of Zone Ordinance Amendment No. 03-2016 to amend the Zoning Code Section 17.70.010 and the Commercial and Industrial Design Guidelines to exempt temporary prefabricated structures for public agencies and utility companies; and

WHEREAS, On December 14, 2016, the City Council conducted a duly noticed public hearing and a first reading of the Amendment, as required by law, to approve the subject Amendment which would amend IMC Section 17.70.010 (Site Plan and Design Review) adding an exemption and to amend Section 4.2 – Exemptions of the Commercial and Industrial Design Guidelines.

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

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

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

SECTION 2. Section 17.70.010 of the IMC shall be amended as follows: (proposed amended exemption is highlighted)

17.70.010 - Generally.

A. Unless otherwise specified in this section, no person shall construct any building or structure or make structural and physical improvements, additions, extensions and/or exterior alterations, and no permit shall be issued for such construction until the site plan and design has been submitted to, reviewed by, and approved in accordance with this chapter. The property may only be developed, used and maintained in accordance with the approved site plan and design review and the commercial and industrial design guidelines.

B. When in compliance with all other city ordinances, the following projects are exempt from the commercial and industrial design guidelines, subject to the discretion of the planning commission or city council, as applicable:

1. Any alteration or addition of floor area less than thirty percent of existing floor area. Such an exemption may only be used once over a ten-year period. In return for

the exemption, the planning commission or city council, as applicable, may require one or more of the following conditions:

a. Architectural improvements to portions of the existing building that are visible from major arterials and secondary highways (as defined in the general plan) or any residential property.

b. Architectural improvements to other buildings owned by the property owner that are visible from major arterials, secondary highways, or any residential property.

c. Improvements to portions of the property that are visible from major arterials, secondary highways, or any residential property, such as additional landscaping, a fountain, public art or similar improvement.

d. Implementation of improvements identified by the planning commission over a specified time period.

Any improvements implemented pursuant to the above four conditions shall be consistent with the commercial and industrial design guidelines.

2. New buildings comprising less than thirty percent of the total existing floor area within an existing business park, corporate campus, commercial shopping center, or similar development, even if located on a public street, as long as the new building is similar in style to existing structures. Business parks, corporate campuses, and commercial shopping centers or similar development are those that are planned, organized, and managed to function as a unified whole and featuring all of the following: common driveways, common parking, common signage plan, and common landscaping plan.

3. New or renovated buildings in a development subject to a development agreement where the development contains at least fifty percent of the square footage committed to retail establishments on one or more parcels tied together and having at least five hundred thousand square feet of retail space. Notwithstanding the exemption provided in this subsection B.3, the design shall otherwise endeavor to incorporate as many elements of the design guidelines as reasonably possible, subject to the approval of the planning commission or city council, as applicable, as necessary to uphold the public health, safety, or welfare and consistency with other zoning requirements. Additionally, in return for the exemption provided herein, the planning commission or city council, as applicable, may require the developer to provide one or more of the conditions set forth under subsection B.1 above.

4. Temporary, pre-fabricated structures for public agencies and/or utility companies. The exemption shall apply to the architectural design criteria and shall be for a maximum of ten years, at which time, the temporary structures shall be removed and/or replaced with a permanent structure that complies with all City Codes, regulations, and application processes.

C. When in compliance with all other city ordinances, the following projects are exempt from design review, subject to the discretion of the director of planning and community development or, on appeal, planning commission:

1. Mining and landfill activities and businesses located under utility easements that prohibit permanent structures. Modular and mobile buildings are only allowed for these uses.

2. Construction underground, which will not leave any significant, permanent structure at or above grade level upon completion. Utility boxes, pipes, and poles shall be considered a "significant permanent structure."

3. Roof maintenance and repair, but roof reconstruction or use of different materials may be subject to design review."

SECTION 3. Section 4.2 of the Commercial and Industrial Design Guidelines shall be amended as follows: (proposed amended exemption is highlighted)

COMMERCIAL AND INDUSTRIAL DESIGN GUIDELINES

4.2 Exemptions

Unless otherwise specified in this section, no person shall construct any building or structure or make structural and physical improvements, additions, extensions and/or exterior alterations, and no permit shall be issued for such construction until the site plan and design has been submitted to, reviewed by, and approved in accordance with this chapter. The property may only be developed, used and maintained in accordance with the approved site plan and design review and the commercial and industrial design guidelines.

When in compliance with all other City ordinances, the following projects are exempt from the commercial and industrial design guidelines, subject to the discretion of the Planning Commission or City Council, as applicable:

1. Any alteration or addition of floor area less than 30 percent of existing floor area. Such an exemption may only be used once over a ten-year period. In return for the exemption, the Planning Commission or city council, as applicable, may require one or more of the following conditions:

a. Architectural improvements to portions of the existing building that are visible from major arterials and secondary highways (as defined in the General Plan) or any residential property.

b. Architectural improvements to other buildings owned by the property owner that are visible from major arterials, secondary highways, or any residential property.

c. Improvements to portions of the property that are visible from major arterials, secondary highways, or any residential property, such as additional landscaping, a fountain, public art or similar improvement.

d. Implementation of improvements identified by the Planning Commission over a specified time period.

Any improvements implemented pursuant to the above 4 conditions shall be consistent with the Commercial and Industrial Design Guidelines.

2. New buildings comprising less than thirty percent (30%) of the total existing floor area within an existing business park, corporate campus, commercial shopping center, or similar development, even if located on a public street, as long as the new building is similar in style to existing structures. Business parks, corporate campuses, and commercial shopping centers or similar development are those that are planned, organized, and managed to function as a unified whole and featuring all of the following: common driveways, common parking, common signage plan, and common landscaping plan.

3. New or renovated buildings in a development subject to a development agreement where the development contains at least fifty percent of the square footage committed to retail establishments on one or more parcels tied together and having at least five hundred thousand square feet of retail space. Notwithstanding the exemption provided in this subsection 3, the design shall otherwise endeavor to incorporate as many elements of the design guidelines as reasonably possible, subject to the approval of the planning commission or city council, as applicable, as necessary to uphold the public health, safety, or welfare and consistency with other zoning requirements. Additionally, in return for the exemption provided herein, the planning commission or city council, as applicable, may require the developer to provide one or more of the conditions set forth under subsection 1. above.

4. Temporary, pre-fabricated structures for public agencies and/or utility companies. The exemption shall apply only to the architectural design criteria and shall be for a maximum of ten years, at which time, the temporary structures shall be removed and/or replaced with a permanent structure that meets all City Codes, regulations, and application processes.

When in compliance with all other City ordinances, the following projects are exempt from design review, subject to the discretion of the Director of Planning and Community Development or, on appeal, the Planning Commission:

1. Mining and landfill activities and businesses located under utility easements that prohibit permanent structures. Modular and mobile buildings are only allowed for these uses.

    a. Construction underground, which will not leave any significant, permanent structure at or above grade level upon completion. Utility boxes, pipes, and poles shall be considered a "significant permanent structure".

Roof maintenance and repair, but roof reconstruction or use of different materials may be subject to design review.

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

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

SECTION 6. City staff is directed to prepare and file a Notice of Exemption under the California Environmental and Quality Act (CEQA) in connection with this Amendment.

PASSED, APPROVED, AND ADOPTED this 14th day of December 2016.

_____
Mark A. Breceda, Mayor

ATTEST:

_____
Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 706 was duly introduced at a regular meeting of the Irwindale City Council held on the 14th day of December 2016, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Deputy City Clerk

EXHIBIT "D"

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

OCTOBER 19, 2016
WEDNESDAY
6:30 P.M.

The Irwindale **PLANNING COMMISSION** met in a regular session at the above time and place.

ROLL CALL:

Present: Commissioners Loretta Corpis; Robert E. Hartman; Richard Chico; Vice-Chair Patricia Gonzales; Chair Arthur R. Tapia

Also present: Gustavo Romo, Director of Community Development; Marilyn Simpson, Principal Planner; Brandi Jones, Associate Planner; Edgar Rojas, Engineering and Mining Manager; Adrian Guerra, Assistant City Attorney; Cathy Huicochea, Administrative Secretary

4. PUBLIC HEARINGS

B. SITE PLAN & DESIGN REVIEW (DA) PERMIT NO. 03-2016 (SOUTHERN CALIFORNIA EDISON)

Associate Planner Brandi Jones introduced the project and reported that this is a request for a Site Plan and Design Review permit for the replacement and installation of new modular office trailers for Southern California Edison (SCE) on property located at 13570 Live Oak Avenue in the M-2 (Heavy Manufacturing) zone. A description of the proposed project was provided as well as information on the location, history and background of the subject site. The entire site is currently being used as an operations storage yard by SCE and has been operational since the 1960s.

It was also noted that a Zone Ordinance Amendment was being proposed concurrently with this request. Part of the Zone Ordinance Amendment is to modify the Commercial and Industrial Design Guidelines to allow for an exemption from the design criteria which would allow a public agency or utility company flexibility to respond quickly to a sudden change or increase in business operations or to respond to emergencies in the community on a short-term basis. The other part of the proposed Zone Ordinance Amendment recommends that an exempt temporary structure be permitted for a maximum of ten (10) years, at which time the temporary structure is to be removed and a permanent structure be developed in compliance with the City's Design Guidelines. It was also clarified that the proposed Zone Ordinance Amendment is specifically for public utility companies and public agencies and not for private developers.

Chair Tapia asked how staff came up with the ten (10) year figure, to which Director Romo replied his understanding is that SCE has a ten (10) year lease on the property. From staff's perspective, these types of yard uses often have no more than ten (10) year leases and sometimes less. Associate Planner Jones stated that the applicant is not leasing the property and actually owns it. Director Romo replied that in speaking with SCE in the past, his understanding is they have a ten (10) year lease but this may have been the case prior to purchasing the property. With regard to the Zone Ordinance Amendment, he noted staff felt a maximum of ten (10) years was appropriate in terms of the length of time before permanent construction is required.

Chair Tapia asked staff to explain the rationale for modular structures being more readily available than permanent structures, to which Associate Planner Jones replied that modular structures can be delivered overnight whereas permanent structures need to be constructed and take more time. Commissioner Gonzales spoke about her understanding of flexibility between modular structures versus permanent structures. She stated one example of responding quickly to a sudden change could be because of an increase in the number of employees. Associate Planner Jones added it could also be because of sudden change to the scope of a project.

DRAFT

Associate Planner Jones spoke about a proposed change to the Condition of Approval regarding landscaping. She referenced Condition No. B.5 which currently states that *"The landscape strip shall be planted with a minimum of twenty-three (23) Chitalpa trees, drought tolerant shrubs, cobble stones and be permanently irrigated."* Staff's proposal was to revise the condition to read as follows: *"The landscape strip shall be planted with a minimum of twenty-three (23) minimum fifteen (15) gallon trees, drought tolerant shrubs, cobble stones and be permanently irrigated."* She stated that this will allow the applicant the flexibility for a specific type of tree

Associate Planner Jones concluded her report and stated based on the Findings of Fact identified by the Planning Commission, staff recommended that the Planning Commission adopt Resolution No. 689(16) recommending that the City Council approve Site Plan and Design Review (DA) No. 03-2016 subject to the stated Conditions of Approval. The floor was opened for inquiries and the following issues were discussed:

- Chair Tapia asked staff about the location of the Findings of Fact for the proposed project, to which staff replied that they begin at the bottom of Page 21 under "SITE PLAN AND DESIGN REVIEW ANALYSIS". Assistant City Attorney Guerra added that the Findings of Fact are also located on the first page of Resolution No. 689(16), Part B. RESOLUTION, Sections 2.a through 2.c.

- Commissioner Corpis referenced pictures with the staff report that depict two poles on the southeast corner of Graham Road and Live Oak Avenue. She indicated that one of the poles appeared to be a buddipole and asked if the poles are located in the public right-of-way or in the subject property. Engineering and Mining Manager Edgar Rojas replied that the poles are inside SCE's parking lot and not in the public right-of-way. In response, Commissioner Corpis suggested adding a new Condition of Approval to have the buddipole removed since it appears unnecessary.

There were no further inquiries and the public hearing was opened.

John Kao, Southern California Edison, One Innovation Way, Pomona, CA 91786
Project representative John Kao introduced himself and spoke about the existing buddipole and a short discussion was held about its removal. A discussion was also held regarding the proposed revisions to the Conditions of Approval which he was agreeable to.

There was no further public input and the public hearing was closed. The floor was opened for further discussion and the following issues were addressed:

- Commissioner Chico shared his thoughts on the proposed project with regard to the term "temporary structure" and he stated that from his point of view, staff seems to be favoring the proposal seeing that the business is a utility company; is profit driven and could be given some level of special consideration. He had no issues with the applicant's request for replacing and installing new modular trailers. His main concern was with temporary structures and staff's seemingly vague request to recommend granting exemptions to utility companies and public agencies from meeting the Design Guidelines. He felt the proposal was too broad and that it would need to be refined significantly before he could give it consideration.

- Director Romo explained that during initial review of the proposed project, the applicant was informed that new structures are required to meet the Design Guidelines. The

applicant's response at the time was the uncertainty of how long they planned to remain on the site and that they did not want to put their resources into building permanent structures. The applicant was informed that a request for an exemption from meeting the Design Guidelines would have to be approved by Council in order to consider the modular offices without compliance with the Design Guidelines. However, staff would not support unless a landscape buffer on Live Oak Avenue with a decorative block wall to shield the trailers was proposed. Director Romo further explained that the applicant had received approval a few years ago for the replacement of existing trailers on the site. The work was never completed and the building permit expired. The applicant consequently applied for another permit, this time asking for three new office trailers, and not only the replacement of the two existing trailers, which resulted in an increased square footage.

- Commissioner Chico brought attention to the fact that the utility company may not be certain of how long they will remain on the site but neither does the Planning Commission. Director Romo admitted that staff did have some concerns about recommending an exemption across the board since it would set a precedent; hence the request for a Zone Ordinance Amendment only for "public" agencies and utilities. He also gave an example of the existing site plan and design review permit for the KARE Youth League. They have modular trailers on the project site and their entitlement includes a condition of approval requiring that after five (5) years the modular trailers will need to be replaced with permanent structures in compliance with the Design Guidelines.

- Commissioner Chico stated it has been his understanding under normal circumstances that the City does not allow metal buildings. Director Romo replied that if the material used meets the Design Guidelines it would not be an issue. If the buildings are made of standard tin and do not meet the design criteria, then yes, they would not be allowed.

- Commissioner Chico asked if modular structures are allowed in the City, to which Director Romo replied that there is nothing specific in the Municipal Code which state that modular structures are prohibited but it does indicate that modular structures need to meet the Design Guidelines and also the Building Code through the Building Department plan check process.

- Chair Tapia spoke about a previous case involving American Riggers who at the time had been given many restrictions and was required to come back with revised plans to meet more of the design criteria of the Design Guidelines. He believed the time period of production had elapsed and staff confirmed the project was approved but was never constructed.

- Chair Tapia commented on concerns he had with the request. He went over a list of various utility companies and public agencies that would theoretically qualify for an exemption from the architectural theme of the Design Guidelines based on staff's criteria. He gave a scenario regarding a considerable number of modular structures that would pepper the City if, for example, all the companies he listed were in the City and had only one structure. He emphasized that a precedent should not be set as this can potentially lead to a number of issues. He referenced the ten (10) year period in which staff had recommended a temporary structure be permitted and felt ten (10) years was far from temporary; there have been lots developed in the City and businesses in some of the developments have folded within a ten (10) year period. He spoke hypothetically about steps a business could take at the end of the ten (10) year period such as relocating to another site in the City; he found nothing specific to prohibit a business from moving

which could theoretically lead to another ten (10) years on a new site. In his opinion there were no substantiated findings to warrant or justify allowing exemptions to a utility company or public agency; this could also be considered discriminatory to other types of businesses that aid the public. He spoke a little more regarding his position on the matter and motioned to recommend denial to the City Council of the applicant's request for a Site Plan and Design Review.

- Vice-Chair Gonzales shared her thoughts on the matter and emphasized that every exemption that comes before the Planning Commission for consideration is specific to each case and she did not know of any development that does not have a gray area where they should have to change or conform to the Design Guidelines in one way or another. She passes the Edison site everyday on her way to work and sees it as nothing more than a truck yard and temporary based on the use and activities that take place on the site. She felt it would be difficult to enforce a strict guideline on each business that requests an exemption since each business is different and unique and there should be some type of collaboration.

Assistant City Attorney Guerra clarified that the Site Plan and Design Review Permit is being processed concurrently with Zone Ordinance Amendment No. 03-2016, which is stated on the second page of the Resolution, under Part B. RESOLUTION at the end of Section 2. The Site Plan and Design Review as is presented with the modular structures, and without meeting the Design Guidelines, is subject to the adoption of the Zone Ordinance Amendment, which is a separate public hearing.

Chair Tapia gave one last comment that in his opinion he could not understand the rationale for picking and choosing who should receive an exemption from the Design Guidelines and believed legal issues would arise from this type of situation.

No further discussions were held and the floor was opened for a motion. Chair Tapia motioned to **deny** the applicant's request and recommended that staff bring back a resolution at the next Planning Commission meeting with findings for denial of Site Plan and Design Review (DA) No. 03-2016.

MOTION: **Chair Tapia**
SECOND: **Commissioner Chico**
Ayes: **Commissioner Corpis, Commissioner Hartman, Commissioner Chico, Chair Tapia**
Noes: **Vice-Chair Gonzales**
Abstain: **None**

A. ZONE ORDINANCE AMENDMENT NO. 03-2016 (SOUTHERN CALIFORNIA EDISON)

The Planning Commission chose not to hear a verbal report for this public hearing item but open the public hearing for public input and consideration.

No further discussions were held and the floor was opened for a motion. Chair Tapia motioned to **deny** the applicant's request and recommended that staff bring back a resolution at the next Planning Commission meeting with findings for denial of Zone Ordinance Amendment (ZOA) No. 03-2016.

MOTION: **Chair Tapia**
SECOND: **Commissioner Hartman**
Ayes: **Commissioner Corpis, Commissioner Hartman, Commissioner Chico, Chair Tapia**
Noes: **Vice-Chair Gonzales,**
Abstain: **None**

COUNCIL AGENDA
ITEM 4B

AGENDA REPORT

DEC 14 2016

Date: *December 14, 2016*

To: *Honorable Mayor and Council Members*

From: *John Davison, City Manager*

Issue: *Site Plan and Design Review (DA) No. 03-2016 – Replacement and installation of new modular office trailers for Southern California Edison (SCE) at 13570 Live Oak Avenue (APNs: 8532-003-800, 801, 802, 803, 804)*

City Manager's Recommendation:

That the City Council consider the Planning Commission's Resolution No. 689(16) recommending the City Council deny Site Plan and Design Review (DA) No. 03-2016 to allow the replacement and installation of new modular office trailers for Southern Califronia Edison (SCE) at 13570 Live Oak Avenue; and

Adopt <u>either</u>:

(1) Resolution No. 2016-75-2889, entitled "A RESOLUTION OF THE CITY OF IRWINDALE CITY COUNCIL DENYING SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2016, PURSUANT TO A RECOMMENDATION BY THE CITY OF IRWINDALE PLANNING COMMISSION, TO ALLOW THE REPLACEMENT AND INSTALLATION OF NEW MODULAR OFFICE TRAILERS FOR SOUTHERN CALIFORNIA EDISON (SCE) AT 13570 LIVE OAK AVENUE IN THE M-2 (HEAVY MANUFACTURING) ZONE WITHOUT COMPLYING WITH THE CITY'S COMMERCIAL AND INDUSTRIAL DESIGN GUIDELINES AS SET FORTH HEREIN AND MAKING FINDINGS OF DENIAL;" or

(2) Resolution No. 2016-75-2889, entitled "A RESOLUTION OF THE CITY OF IRWINDALE CITY COUNCIL APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2016, TO ALLOW THE REPLACEMENT AND INSTALLATION OF NEW MODULAR OFFICE TRAILERS FOR SOUTHERN CALIFORNIA EDISON (SCE) AT 13570 LIVE OAK AVENUE IN THE M-2 (HEAVY MANUFACTURING) ZONE, SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF"

Background:

<u>Planning Commission</u>
On October 19, 2016, this project was scheduled for a noticed public hearing before the Planning Commission with a staff recommendation to recommend approval to the City Council. The project entails the replacement and installation of new modular office trailers

for Southern California Edison (SCE) with a request to exempt the trailers from the City's Commercial and Industrial Guidelines subject to the City's separate approval of an amendment to the Design Guidelines (i.e., Zoning Ordinance Amendment No. 03-2016). The Planning Commission disagreed with staff's recommendation and requested that staff prepare a resolution for denial to be acted on at the next regularly scheduled meeting. The Planning Commission adopted Resolution No. 689(16) at their November 16, 2016 meeting recommending that the City Council deny the proposed Site Plan and Design Review Permit.

Public Hearing Notice

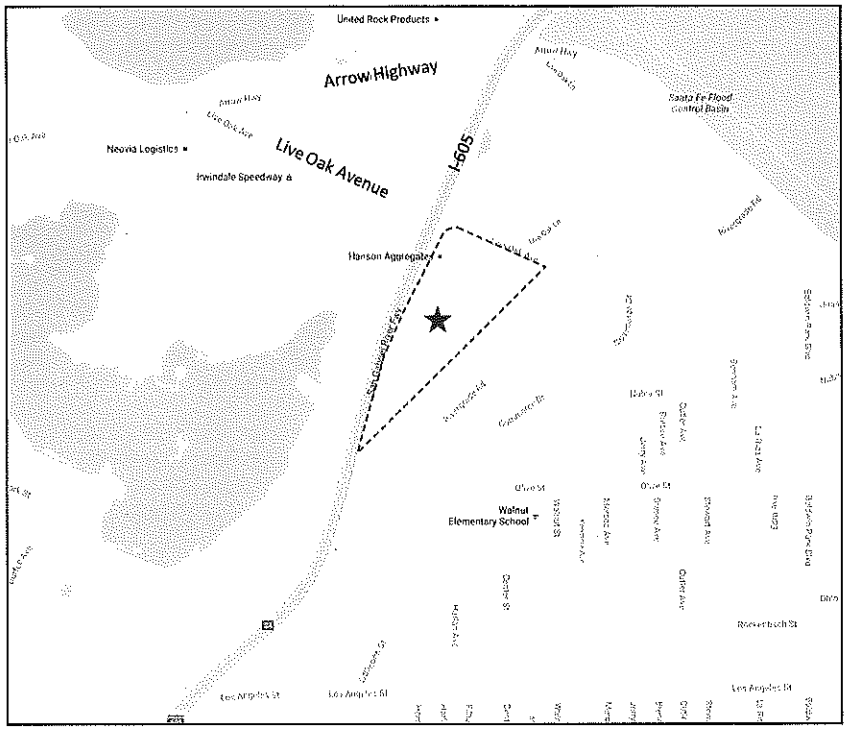
The required legal notice for the public hearing on the proposed Site Plan and Design Review was published in the San Gabriel Valley Tribune on December 2, 2016 and posted at City Hall, the Irwindale Library, and the U.S. Post Office on December 1, 2016 and mailed to property owners within the required 500' radius.

Request, Location and Site History

The Applicant is requesting a Site Plan and Design Review for the replacement and installation of new modular office trailers for Southern California Edison (SCE) without having to comply with the City's Commercial and Industrial Design Guidelines. The applicant submitted a request for an amendment to the Design Guidelines, which would give them 10 years to come in with a permanent structure that would comply with the guidelines. The amendment would only apply to public utility uses and would be required in order to allow the new modular office trailers as proposed.

The use is located within the M-2 (Heavy Manufacturing) zone and, therefore, requires a Site Plan and Design Review (DA) per IMC Subsection 17.70.010(A). The focused project site is comprised of ±11.4 gross acres located at 13570 Live Oak Avenue. The entire site, which consists of multiple properties tied together, is ±65.12 acres and is currently used as a substation known as the "Rio Hondo Substation".

The Rio Hondo Substation has been operational since the 1960s. In addition to the substation and staging operations, there are ancillary offices on-site. There are no discretionary applications or approvals on file with the City. However, there are multiple types of permits issued by the Building Division on file.



Analysis:

GENERAL PLAN AND ZONING

The site is designated in the General Plan as Industrial/Business Park and is zoned M-2 (Heavy Manufacturing).

The site is surrounded by the following uses and zoning:

Direction	Existing Land Use	Zoning District
North	Nuway Site (Material storage and crushing)	M-2 (Heavy Manufacturing) w/Regional Commercial General Plan Designation[1]
South	I-605 Freeway & Flood control channel	M-2 (Heavy Manufacturing)
East	Flood control channel	M-2 (Heavy Manufacturing)
West	I-605 Freeway, Irwindale Speedway, and Hanson Aggregate Quarry	M-2 (Heavy Manufacturing) & Q (Quarry)

ENVIRONMENTAL REVIEW

The proposed project is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15303 (Class 3; New Construction or Conversion of Small Structures). However, a Notice of Exemption (NOE) will not be required to be filed with

[1] Zoning is in the process of being amended as part of Zoning Code/Map Comprehensive Update to be consistent with 2008 adopted General Plan Designation

the County Clerk unless an action for approval is taken. Per CEQA Guideline Section 15270(a) "CEQA does not apply to projects which a public agency rejects or disapproves." No further CEQA action is required for the denial of a project.

PROJECT DESCRIPTION

The Applicant, John Kao (SCE), has requested a SP&DR (DA) for the replacement and installation of modular office trailers. A total of ±5,200 square feet of modular trailers are proposed to be removed and replaced with ±11,512 square-feet of new modular office trailers. A portion of the site is used for the maintenance yard for regional emergency response and operations and administration for approximately 30 employees. The hours are 7:00 AM to 4:00 PM Monday through Friday, excluding emergencies. The immediate project area is proposed to be screened by an 8'-0" high, decorative concrete wall along 700'-0" of the northern property line along with a 5'-0" wide landscaped area that would be planted with twenty-three (23) Chitalpa trees, drought tolerant shrubs and cobble stones as a condition of approval for allowing an exemption to the Design Guidelines.

The subject property, which is comprised of multiple tied lots, has a combination of crushed rock and pavement. Vehicle storage and parking are provided on the east and west sides of Graham Road. Since the parking areas are crushed rock, there is minimal permanent parking stall striping. However, there are thin yellow guide lines made of wire/rope that differentiate parking areas versus drive aisles and driveways. IMC Subsection 17.64.030.P(2) requires one (1) parking space for each two (2) employees on the maximum (most workers) working shift or one (1) space for each 350 sq. ft. of gross floor area, whichever is greater. This amount of square footage would require thirty-three (33) parking stalls. There is adequate space on-site to provide the required number of parking stalls and the applicant would be conditioned to provide a separate parking plan to be reviewed and approved by the Community Development Director.

ZONE ORDINANCE AMENDMENT

The original Commercial and Industrial Design Guidelines ("the Design Guidelines") were adopted in 2002. The Design Guidelines established site plan and design review requirements and standards applicable to all commercial and industrial structures erected, improved, extended, or modified within the City of Irwindale, and were intended to "preserve and protect the City's Spanish heritage". It was anticipated that the Design Guidelines would be modified from time to time to incorporate the desires and goals of the community. Exemptions were included to allow for flexibility in design criteria for certain projects, but did not include temporary, prefabricated structures, or exemptions for public agencies and utility companies. An exemption from the design criteria would allow a public agency or utility company flexibility to respond quickly to a sudden change or increase in business operations or to respond to emergencies in the community on a short-term basis. The proposed Zone Ordinance Amendment being processed concurrently with this proposal recommends that an exempt temporary structure be permitted for a maximum of ten (10) years, at which time the temporary structure would be required to be removed and a permanent structure would be developed in compliance with the Design Guidelines. Other requirements in the Design Guidelines such as screening and walls and fences would still

apply, with enhanced perimeter landscaping to include trees, shrubs, and groundcover for sites where the greater part of the site is used for utility vehicle parking.

SITE PLAN AND DESIGN REVIEW ANALYSIS

Before any Site Plan and Design Review is granted, the applicant must show, to the satisfaction of the Commission or the Council, the existence of the following findings of fact. The Planning Commission has determined as follows:

A. The proposed project is not in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the City.

   The proposed project is for the installation of modular office trailers on the site of an existing substation and maintenance yard for. Although the site has a General Plan designation of Industrial/Business Park and is zoned M-2 (Heavy Manufacturing), the proposed modular office trailers do not comply with the City's Commercial and Industrial Design Guidelines.

B. The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement.

   The proposed project would have been in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement, but this finding is no longer applicable due to the dissolution of the redevelopment by the State of California, effective February 1, 2012. This finding will be removed in a future comprehensive zoning code update.

C. The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:

   Facilities and improvements,
   Pedestrian and vehicular ingress, egress, and internal circulation,
   Setbacks,
   Height of buildings,
   Signs,
   Mechanical and utility service equipment,
   Landscaping,
   Grading,
   Lighting,
   Parking,
   Drainage,
   Intensity of land use.

The proposed project is served by existing improved roadways and utilities. The proposed development does not require the construction or installation of additional public improvements to serve the project. Ingress and egress for the project site are provided via multiple driveways off of Graham Road. No expansion of existing roadways or construction of additional roadways will be required for the operation of this project.

Although the proposed project complies with all City Zoning Code requirements for setback, building height, signs, mechanical and utility service equipment, landscaping, parking and intensity of use, the proposed modular office trailers do not comply with the City's Commercial and Industrial Design Guidelines.

D. The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

This proposal is inconsistent with the Commercial and Industrial Design Guidelines. The request was being processed concurrently with a Zone Ordinance Amendment to modify the existing Commercial and Industrial Design Guidelines to allow for exemptions for public agencies and utility companies, which has also been recommended to the City Council for denial.

Fiscal Impact:

Staff has reviewed the project and does not anticipate any foreseeable impact on the City's General Fund. The project is funded 100% by the Applicant.

Fiscal Impact: _____ (Initial of CFO)

Legal Impact: *Approved electronically on 12/6/16* (Initial of Legal Counsel)

Contact Person:

Gustavo Romo, Community Development Director
626-430-2206
Gromo@irwindaleca.gov

Brandi Jones, Associate Planner
626-430-2260
Bjones@irwindaleca.gov

John Davidson, City Manager

Attachments:

Exhibit A1:	Resolution No. 2016-75-2889 Denying Site Plan & Design Review (DA) No. 03-2016
Exhibit A2:	Resolution No. 2016-75-2889 Approving Site Plan & Design Review (DA) No. 03-2016
Exhibit B:	PC Resolution No. 689(16) Recommending Denial of Site Plan & Design Review (DA) No. 03-2016
Exhibit C:	Plans/photo simulations date-stamped December 6, 2016
Exhibit D:	Unoffical Planning Commission Minutes for Meeting held October 19, 2016

EXHIBIT "A1"

RESOLUTION NO. 2016-75-2889

A RESOLUTION OF THE CITY OF IRWINDALE CITY COUNCIL DENYING SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2016, PURSUANT TO A RECOMMENDATION BY THE CITY OF IRWINDALE PLANNING COMMISSION, TO ALLOW THE REPLACEMENT AND INSTALLATION OF NEW MODULAR OFFICE TRAILERS FOR SOUTHERN CALIFORNIA EDISON (SCE) AT 13570 LIVE OAK AVENUE IN THE M-2 (HEAVY MANUFACTURING) ZONE WITHOUT COMPLYING WITH THE CITY'S COMMERCIAL AND INDUSTRIAL DESIGN GUIDELINES AS SET FORTH HEREIN AND MAKING FINDINGS OF DENIAL

A. RECITALS.

(i) John Kao of Southern California Edison, applicant, of One Innovation Way, Pomona, CA 91768, has made a request for a Site Plan and Design Review (DA) pursuant to Chapter 17.70 of the Irwindale Municipal Code (IMC), to allow for the replacement and installation of new modular office trailers for Southern California Edison (SCE) located at 13570 Live Oak Avenue without complying with the City's Commercial and Industrial Design Guidelines.

(ii) The Subject Property is zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review (DA) shall be referred to as the "Application."

(iii) On October 16, 2016, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, closed the public hearing and directed staff to prepare a resolution for a recommendation of denial to the City Council and present the resolution at the next regularly scheduled Planning Commission meeting for adoption, which would detail the specific Conditions under which the Application was denied.

(iv) On November 16, 2016, the Planning Commission deliberated concerning the Application, considered all evidence and approved the resolution recommending denial of the proposal to the city council.

(v) On December 14, 2016, the City Council conducted a duly noticed public hearing, as required by law, on the Application, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the Proposed Project; closed the public hearing; and, after discussion, approved this Resolution.

(vi) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

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

1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, and site plans, this City Council hereby specifically finds as follows:

a. The proposed project is not in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the City.

The proposed project is for the installation of modular office trailers on the site of an existing substation and maintenance yard for. Although the site has a General Plan designation of Industrial/Business Park and is zoned M-2 (Heavy Manufacturing), the proposed modular office trailers do not comply with the City's Commercial and Industrial Design Guidelines.

b. The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement.

The proposed project would have been in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement, but this finding is no longer applicable due to the dissolution of the redevelopment by the State of California, effective February 1, 2012. This finding will be removed in a future comprehensive zoning code update.

c. The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:

Facilities and improvements,
Pedestrian and vehicular ingress, egress, and internal circulation,
Setbacks,
Height of buildings,
Signs,
Mechanical and utility service equipment,
Landscaping,
Grading,
Lighting,
Parking,
Drainage,

Intensity of land use.

The proposed project is served by existing improved roadways and utilities. The proposed development does not require the construction or installation of additional public improvements to serve the project. Ingress and egress for the project site are provided via multiple driveways off of Graham Road. No expansion of existing roadways or construction of additional roadways will be required for the operation of this project.

Although the proposed project complies with all City Zoning Code requirements for setback, building height, signs, mechanical and utility service equipment, landscaping, parking and intensity of use, the proposed modular office trailers do not comply with the City's Commercial and Industrial Design Guidelines.

d. The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

This proposal is inconsistent with the Commercial and Industrial Design Guidelines. The request was being processed concurrently with a Zone Ordinance Amendment to modify the existing Commercial and Industrial Design Guidelines to allow for exemptions for public agencies and utility companies, which has also been recommended to the City Council for denial.

3. Per CEQA Guideline Section 15270(a) "CEQA does not apply to projects which a public agency rejects or disapproves." No further CEQA action is required for the denial of a project.

4. Based upon the substantial evidence and conclusions set forth herein above, this City Council denies the Application.

5. The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 14th day of December 2016.

_____

Mark A. Breceda, Mayor

ATTEST:

_____

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, CMC, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-75-2889 was adopted at a regular meeting of the City Council of the City of Irwindale held on the 14th day of December 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Laura M. Nieto, CMC
Deputy City Clerk

EXHIBIT "A2"

RESOLUTION NO. 2016-75-2889

A RESOLUTION OF THE CITY OF IRWINDALE CITY COUNCIL APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2016, TO ALLOW THE REPLACEMENT AND INSTALLATION OF NEW MODULAR OFFICE TRAILERS FOR SOUTHERN CALIFORNIA EDISON (SCE) AT 13570 LIVE OAK AVENUE IN THE M-2 (HEAVY MANUFACTURING) ZONE, SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i) John Kao of Southern California Edison, applicant, of One Innovation Way, Pomona, CA 91768, has made a request for a Site Plan and Design Review (DA)pursuant to Chapter 17.70 of the Irwindale Municipal Code (IMC), to allow for the replacement and installation of new modular office trailers for Southern California Edison (SCE) located at 13570 Live Oak Avenue.

(ii) The Subject Property is zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review (DA) shall be referred to as the "Application."

(iii) On October 16, 2016, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, closed the public hearing and directed staff to prepare a resolution for a recommendation of denial to the City Council and present the resolution at the next regularly scheduled Planning Commission meeting for adoption, which would detail the specific Conditions under which the Application was denied.

(iv) On November 16, 2016, the Planning Commission deliberated concerning the Application, considered all evidence and approved the resolution recommending denial of the proposal to the city council.

(v) This resolution is subject to approval of Zone Ordinance Amendment No. 03-2016 to modify the existing Commercial and Industrial Design Guidelines to allow for exemptions for public agencies and utility companies, which is being processed simultaneously.

(vi) On December 14, 2016, the City Council conducted a duly noticed public hearing, as required by law, on the Application, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the Proposed Project; closed the public hearing; and, after discussion, approved this Resolution.

(vii) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

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

1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto as Exhibit "A," this City Council hereby specifically finds as follows:

a. The proposed project is in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the City.

The proposed project is for the installation of modular office trailers on the site of an existing substation and maintenance yard for. The site has a General Plan designation of Industrial/Business Park and is zoned M-2 (Heavy Manufacturing). The proposed project complies with all development standards established for the M-2 (Heavy Manufacturing) zone subject to approval of Zone Ordinance Amendment No. 03-2016 to modify the existing Commercial and Industrial Design Guidelines to allow for exemptions for public agencies and utility companies.

b. The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement.

The proposed project would have been in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement, but this finding is no longer applicable due to the dissolution of the redevelopment by the State of California, effective February 1, 2012. This finding will be removed in a future comprehensive zoning code update.

c. The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:

Facilities and improvements,
Pedestrian and vehicular ingress, egress, and internal circulation,
Setbacks,
Height of buildings,
Signs,
Mechanical and utility service equipment,
Landscaping,

Grading,
Lighting,
Parking,
Drainage,
Intensity of land use.

The proposed project is served by existing improved roadways and utilities. The proposed development does not require the construction or installation of additional public improvements to serve the project. Ingress and egress for the project site are provided via multiple driveways off of Graham Road. The proposed use will replace the existing trailers on site, construct a new screen wall and increase landscaping on site for a yard use. No expansion of existing roadways or construction of additional roadways will be required for the operation of this project.

The proposed project complies with all City Zoning Code requirements for setback, building height, signs, mechanical and utility service equipment, landscaping, parking and intensity of use.

d. The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

This proposal is subject to and being processed concurrently with Zone Ordinance Amendment 03-2016 to modify the existing Commercial and Industrial Design Guidelines to allow for exemptions for public agencies and utility companies. The proposed design of the trailers would be exempt from the architectural requirements in the guidelines.

3. The City Council hereby specifically finds and determines that, in accordance with the provisions of the California Environmental Quality Act (CEQA) of 1970, as amended, and guidelines promulgated thereunder; this Application is exempt from CEQA, pursuant to Section 15303 (Class 3; New Construction or Conversion of Small Structures), which exempts the construction and location of limited numbers of new, small facilities or structures.

4. Based upon the substantial evidence and conclusions set forth herein above, this City Council hereby approves the Application and by this reference incorporates conditions that are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Chapter 17 of the Irwindale Municipal Code.

5. The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 14th day of December 2016.

_____
Mark A. Breceda, Mayor

ATTEST:

_____
Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, CMC, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-75-2889 was adopted at a regular meeting of the City Council of the City of Irwindale held on the 14th day of December 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Deputy City Clerk

EXHIBIT "A"

CITY COUNCIL RESOLUTION NO. 2016-75-2889

Site Plan and Design Review (DA) No. 03-2016
Southern California Edison
13570 Live Oak Avenue

FINAL CONDITIONS OF APPROVAL

A. GENERAL CONDITIONS

1. The activities authorized by this Site Plan and Design Review (DA) are for the replacement and installation of new modular office trailers for Southern California Edison (SCE), which shall commence within one (1) year from the date of approval. Thereafter, if the activities have not commenced within one (1) year, the Site Plan and Design Review (DA) approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. The granting body, upon good cause shown by the Applicant, may extend this time limitation for a period not to exceed one (1) year.

2. If the use for which such approval was granted has ceased to exist, or has been suspended for a period of six (6) consecutive months or more, the Site Plan and Design Review (DA)shall be subject to revocation proceedings.

3. The Applicant shall agree and consent, in writing, to each and every condition of permit approval set forth herein within twenty (20) days from the adoption of this Resolution by the City Council approving the Site Plan and Design Review (DA).

4. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the plans.

5. Plans for any proposed site improvements shall be submitted to the Los Angeles County Fire Department and City Building Department for review and approval prior to the issuance of Building Permits.

6. All graffiti shall be adequately and completely removed or painted over within 48 hours of notification to property owner of such graffiti being affixed on any structure or fence at the site.

7. This application may be revoked for any violation of or noncompliance with any of these conditions or other codes, regulations of standards enforced by or beneficial to the City of Irwindale in accordance with IMC Section 17.70.060.

8. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, and approval of the City, its advisory agencies, appeal boards, or legislative body concerning Site Plan and Design Review (DA) No. 03-2016. The City will promptly notify the permittee of any such claim, action or proceeding against the City and will cooperate fully in the defense.

9. City inspectors shall have access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes with a 48-hour notification to property owner to ensure complete accessibility.

10. The facility and use thereof shall be maintained in full compliance with all codes, standards, policies and regulations imposed by the City, County, State or Federal agencies with jurisdiction over the facility.

11. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permit for this project.

12. All appropriate practices shall be adopted to control dust, odor and vermin.

13. Upon receipt of a complaint related to any condition of approval imposed by this Conditional Use Permit, the City shall notify the Applicant of the alleged violation, and the Applicant shall commence to cure within ten (10) days after the receipt of the notice.

14. The Subject Site shall be maintained free and clear of any accumulations of trash, debris, waste, and combustible and/or flammable materials, other than the related materials specifically authorized under this Conditional Use Permit.

15. The use and improvements authorized by this Site Plan and Design Review (DA) shall conform to the plans as finally approved by the City as conditioned herein, and any appreciable modification as determined by the Community Development Director shall require the prior approval of the City Council.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The project shall substantially conform to submitted plans date-stamped ~~October~~ December 6, 2016~~12, 2016~~, except as modified herein. Future modifications that are not in substantial conformance, as determined by the Community Development Director, shall require modification of this approval subject to the provisions of the IMC Section 17.70.060 "Expiration and Revision."

2. This Site Plan and Design Review shall for the authorization the replacement and installation of new modular office trailers.

3. An 8'-0" high concrete wall shall be constructed along 700'-0" of the northern property beginning near the southeast corner of Live Oak Avenue and Graham Road.

4. A 5'-0" wide landscape strip shall be created along the northern property line, adjacent to the concrete wall.

5. The landscape strip shall be planted with a minimum of twenty-three (23) ~~Chitalpa~~ Magnolia Grandiflora (Little Gum) trees (minimum 15-gallon) or comparable variety and drought tolerate plans such as Agave Attenuata (Fox Tail), cobble stones and be permanently irrigated.~~,~~

~~5. drought tolerant shrubs, cobble stones and be permanently irrigated.~~

6. The trailers shall be subject to the time limitations as prescribed in the Commercial and Industrial Design Guidelines for public agencies and utility companies.

7. Any expansion of square footage shall be subject to a modification or a new Site Plan and Design Review.

8. The applicant shall submit a parking plan to the Community Development Director for review and approval. The plan shall identify and demonstrate the location of the thirty-three (33) required parking spaces. The parking plan shall be implemented prior to final inspection and sign off by all applicable City of Irwindale Departments.

C. DEPARTMENT OF PUBLIC WORKS/ENGINEERING

1. Adequate "on-site" parking shall be provided per City requirements.

2. All off grade and/or broken sidewalk shall be removed and replaced.

3. All broken curb and gutter shall be removed and replaced.

4. Damaged driveways aprons shall be removed and replaced per City Engineer direction.

5. Remove and replace existing access ramp at the southeast corner of Live Oak Avenue and Graham Access Road to comply with latest ADA requirements.

6. Reconstruct existing damaged catch basin located on Live Oak Avenue east of Graham Access Road per Los Angeles County Standards and Specifications.

7. Storm drains, catch basins, connector pipes, retention basin and appurtenances built for this project shall be constructed in accordance with the Los Angeles County standards and specifications. Storm drain plans shall be submitted to the City Engineer for review and approval.

8. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the City Engineer and/or Fire Department.

9. The owner/developer shall obtain a Storm Drain Connection Permit for any connection to the storm drain system.

10. All point of access to the proposed development shall be reviewed and approved by the City Engineer.

11. If applicable, the owner/developer shall comply with all requirements of the County Sanitation District, make application for and pay the sewer maintenance fee.

12. A grading plan shall be submitted for drainage approval to the City Engineer. The owner shall pay drainage review fees in conjunction with this submittal. A professional civil engineer registered in the State of California shall prepare the grading plan.

13. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Division of Water Quality, at (916) 657-1977 or by downloading the forms from their website at http://www.swrcb.ca.gov/stormwtr/construction.html. The project shall also conform to City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.

14. Demonstrate current Building Code compliance for the existing modular office building proposed to remain on site.

15. Provide complete structural package for proposed 8-foot high pre-cast concrete fence along Live Oak Avenue. Plans and calculations shall be stamped and signed by a California Licensed Professional Civil/Structural Engineer.

D. FIRE DEPARTMENT

1. Submit two sets of architectural plans to the Fire Prevention Engineering Office located at 231 W. Mountain Avenue, Glendora CA 91741. Plan sets shall contain a minimum of a site plan, floor plan(s), elevations, door and window schedules, wall details, and appropriate section details. Please provide architectural sheets only. No civil, electrical, mechanical, plumbing, etc.

2. The Plans shall indicate the project address, assessor's parcel number, type of construction, occupancy classification, area of each floor level and building area increase modifications in accordance with the Building Code.

3. A minimum unobstructed width of 26 feet (commercial building), clear to the sky shall be provided, Fire Department vehicular access to within 150 feet of all portions of exterior walls. Dead-end access roadways greater than 150 feet in length, shall be provided with an approved fire apparatus turnaround.

4. The site plan shall show the location of all existing public fire hydrants within 300 feet (commercial building) of all property lines and 300 feet via vehicular access to building structure (residential building) and call out the hydrant size and dimensions to property lines. Additionally, show all existing on-site fire hydrants.

5. Complete and return the original "Fire Flow Availability" Form No 196.

EXHIBIT "B"

RESOLUTION NO. 689(16)

A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF IRWINDALE DENIAL OF SITE PLAN AND DESIGN REVIEW (DA) PERMIT NO. 03-2016 FOR THE REPLACEMENT AND INSTALLATION OF NEW MODULAR OFFICE TRAILERS FOR SOUTHERN CALIFORNIA EDISON (SCE) LOCATED AT 13570 LIVE OAK AVENUE, IRWINDALE IN THE M-2 (HEAVY MANUFACTURING) ZONE, BASED ON FAILURE TO MEET THE CITY'S COMMERCIAL AND INDUSTRIAL DESIGN GUIDELINES AND MAKING FINDINGS OF DENIAL

A. RECITALS.

(i) John Kao of Southern California Edison, applicant, of One Innovation Way, Pomona, CA 91768, has made a request for a Site Plan and Design Review (DA) pursuant to Chapter 17.70 of the Irwindale Municipal Code (IMC), to allow for the replacement and installation of new modular office trailers for Southern California Edison (SCE) located at 13570 Live Oak Avenue without complying with the City's Commercial and Industrial Design Guidelines.

(ii) The Subject Property is zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review (DA) shall be referred to as the "Application."

(iii) On October 16, 2016, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, closed the public hearing and directed staff to prepare a resolution for a recommendation of denial to the City Council and present the resolution at the next regularly scheduled Planning Commission meeting for adoption, which would detail the specific Conditions under which the Application was denied.

(iv) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

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

1. The Planning Commission hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, and site plans, this Planning Commission hereby specifically finds as follows:

a. The proposed project is not in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the City.

The proposed project is for the installation of modular office trailers on the site of an existing substation and maintenance yard for. Although the site has a General Plan designation of Industrial/Business Park and is zoned M-2 (Heavy Manufacturing), the

EXHIBIT "B"

proposed modular office trailers do not comply with the City's Commercial and Industrial Design Guidelines.

b. The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement.

The proposed project would have been in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement, but this finding is no longer applicable due to the dissolution of the redevelopment by the State of California, effective February 1, 2012. This finding will be removed in a future comprehensive zoning code update.

c. The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:

Facilities and improvements,
Pedestrian and vehicular ingress, egress, and internal circulation,
Setbacks,
Height of buildings,
Signs,
Mechanical and utility service equipment,
Landscaping,
Grading,
Lighting,
Parking,
Drainage,
Intensity of land use.

The proposed project is served by existing improved roadways and utilities. The proposed development does not require the construction or installation of additional public improvements to serve the project. Ingress and egress for the project site are provided via multiple driveways off of Graham Road. No expansion of existing roadways or construction of additional roadways will be required for the operation of this project.

Although the proposed project complies with all City Zoning Code requirements for setback, building height, signs, mechanical and utility service equipment, landscaping, parking and intensity of use, the proposed modular office trailers do not comply with the City's Commercial and Industrial Design Guidelines.

d. The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

This proposal is inconsistent with the Commercial and Industrial Design Guidelines. The request was being processed concurrently with a Zone Ordinance Amendment to modify the existing Commercial and Industrial Design Guidelines to allow for

exemptions for public agencies and utility companies, which has been recommended to the City Council for denial.

3. The City, as the Lead Agency, determined that the project as proposed is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15303 (Class 3; New Construction or Conversion of Small Structures), which exempts the construction and location of limited numbers of new, small facilities or structures.

4. Based upon the substantial evidence and conclusions set forth herein above, this Planning Commission hereby recommends that the City Council deny the Application.

5. The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 16th day of November 2016.

Chairman

ATTEST:

Secretary

I, Gus Romo, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 16th day of November 2016, by the following vote:

AYES:	COMMISSIONERS:	A. Tapia, R. Hartman, R. Chico, L. Corpis
NOES:	COMMISSIONERS:	P. Gonzales
ABSENT:	COMMISSIONERS:	
ABSTAIN:	COMMISSIONERS:	

Secretary

EXHIBIT "D"

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

OCTOBER 19, 2016
WEDNESDAY
6:30 P.M.

The Irwindale **PLANNING COMMISSION** met in a regular session at the above time and place.

ROLL CALL:

Present: Commissioners Loretta Corpis; Robert E. Hartman; Richard Chico; Vice-Chair Patricia Gonzales; Chair Arthur R. Tapia

Also present: Gustavo Romo, Director of Community Development; Marilyn Simpson, Principal Planner; Brandi Jones, Associate Planner; Edgar Rojas, Engineering and Mining Manager; Adrian Guerra, Assistant City Attorney; Cathy Huicochea, Administrative Secretary

4. PUBLIC HEARINGS

B. SITE PLAN & DESIGN REVIEW (DA) PERMIT NO. 03-2016 (SOUTHERN CALIFORNIA EDISON)

Associate Planner Brandi Jones introduced the project and reported that this is a request for a Site Plan and Design Review permit for the replacement and installation of new modular office trailers for Southern California Edison (SCE) on property located at 13570 Live Oak Avenue in the M-2 (Heavy Manufacturing) zone. A description of the proposed project was provided as well as information on the location, history and background of the subject site. The entire site is currently being used as an operations storage yard by SCE and has been operational since the 1960s.

It was also noted that a Zone Ordinance Amendment was being proposed concurrently with this request. Part of the Zone Ordinance Amendment is to modify the Commercial and Industrial Design Guidelines to allow for an exemption from the design criteria which would allow a public agency or utility company flexibility to respond quickly to a sudden change or increase in business operations or to respond to emergencies in the community on a short-term basis. The other part of the proposed Zone Ordinance Amendment recommends that an exempt temporary structure be permitted for a maximum of ten (10) years, at which time the temporary structure is to be removed and a permanent structure be developed in compliance with the City's Design Guidelines. It was also clarified that the proposed Zone Ordinance Amendment is specifically for public utility companies and public agencies and not for private developers.

Chair Tapia asked how staff came up with the ten (10) year figure, to which Director Romo replied his understanding is that SCE has a ten (10) year lease on the property. From staff's perspective, these types of yard uses often have no more than ten (10) year leases and sometimes less. Associate Planner Jones stated that the applicant is not leasing the property and actually owns it. Director Romo replied that in speaking with SCE in the past, his understanding is they have a ten (10) year lease but this may have been the case prior to purchasing the property. With regard to the Zone Ordinance Amendment, he noted staff felt a maximum of ten (10) years was appropriate in terms of the length of time before permanent construction is required.

Chair Tapia asked staff to explain the rationale for modular structures being more readily available than permanent structures, to which Associate Planner Jones replied that modular structures can be delivered overnight whereas permanent structures need to be constructed and take more time. Commissioner Gonzales spoke about her understanding of flexibility between modular structures versus permanent structures. She stated one example of responding quickly to a sudden change could be because of an increase in the number of employees. Associate Planner Jones added it could also be because of sudden change to the scope of a project.

DRAFT

Associate Planner Jones spoke about a proposed change to the Condition of Approval regarding landscaping. She referenced Condition No. B.5 which currently states that *"The landscape strip shall be planted with a minimum of twenty-three (23) Chitalpa trees, drought tolerant shrubs, cobble stones and be permanently irrigated."* Staff's proposal was to revise the condition to read as follows: *"The landscape strip shall be planted with a minimum of twenty-three (23) minimum fifteen (15) gallon trees, drought tolerant shrubs, cobble stones and be permanently irrigated."* She stated that this will allow the applicant the flexibility for a specific type of tree

Associate Planner Jones concluded her report and stated based on the Findings of Fact identified by the Planning Commission, staff recommended that the Planning Commission adopt Resolution No. 689(16) recommending that the City Council approve Site Plan and Design Review (DA) No. 03-2016 subject to the stated Conditions of Approval. The floor was opened for inquiries and the following issues were discussed:

- Chair Tapia asked staff about the location of the Findings of Fact for the proposed project, to which staff replied that they begin at the bottom of Page 21 under "SITE PLAN AND DESIGN REVIEW ANALYSIS". Assistant City Attorney Guerra added that the Findings of Fact are also located on the first page of Resolution No. 689(16), Part B. RESOLUTION, Sections 2.a through 2.c.

- Commissioner Corpis referenced pictures with the staff report that depict two poles on the southeast corner of Graham Road and Live Oak Avenue. She indicated that one of the poles appeared to be a buddipole and asked if the poles are located in the public right-of-way or in the subject property. Engineering and Mining Manager Edgar Rojas replied that the poles are inside SCE's parking lot and not in the public right-of-way. In response, Commissioner Corpis suggested adding a new Condition of Approval to have the buddipole removed since it appears unnecessary.

There were no further inquiries and the public hearing was opened.

John Kao, Southern California Edison, One Innovation Way, Pomona, CA 91786
Project representative John Kao introduced himself and spoke about the existing buddipole and a short discussion was held about its removal. A discussion was also held regarding the proposed revisions to the Conditions of Approval which he was agreeable to.

There was no further public input and the public hearing was closed. The floor was opened for further discussion and the following issues were addressed:

- Commissioner Chico shared his thoughts on the proposed project with regard to the term "temporary structure" and he stated that from his point of view, staff seems to be favoring the proposal seeing that the business is a utility company; is profit driven and could be given some level of special consideration. He had no issues with the applicant's request for replacing and installing new modular trailers. His main concern was with temporary structures and staff's seemingly vague request to recommend granting exemptions to utility companies and public agencies from meeting the Design Guidelines. He felt the proposal was too broad and that it would need to be refined significantly before he could give it consideration.

- Director Romo explained that during initial review of the proposed project, the applicant was informed that new structures are required to meet the Design Guidelines. The

applicant's response at the time was the uncertainty of how long they planned to remain on the site and that they did not want to put their resources into building permanent structures. The applicant was informed that a request for an exemption from meeting the Design Guidelines would have to be approved by Council in order to consider the modular offices without compliance with the Design Guidelines. However, staff would not support unless a landscape buffer on Live Oak Avenue with a decorative block wall to shield the trailers was proposed. Director Romo further explained that the applicant had received approval a few years ago for the replacement of existing trailers on the site. The work was never completed and the building permit expired. The applicant consequently applied for another permit, this time asking for three new office trailers, and not only the replacement of the two existing trailers, which resulted in an increased square footage.

- Commissioner Chico brought attention to the fact that the utility company may not be certain of how long they will remain on the site but neither does the Planning Commission. Director Romo admitted that staff did have some concerns about recommending an exemption across the board since it would set a precedent; hence the request for a Zone Ordinance Amendment only for "public" agencies and utilities. He also gave an example of the existing site plan and design review permit for the KARE Youth League. They have modular trailers on the project site and their entitlement includes a condition of approval requiring that after five (5) years the modular trailers will need to be replaced with permanent structures in compliance with the Design Guidelines.

- Commissioner Chico stated it has been his understanding under normal circumstances that the City does not allow metal buildings. Director Romo replied that if the material used meets the Design Guidelines it would not be an issue. If the buildings are made of standard tin and do not meet the design criteria, then yes, they would not be allowed.

- Commissioner Chico asked if modular structures are allowed in the City, to which Director Romo replied that there is nothing specific in the Municipal Code which state that modular structures are prohibited but it does indicate that modular structures need to meet the Design Guidelines and also the Building Code through the Building Department plan check process.

- Chair Tapia spoke about a previous case involving American Riggers who at the time had been given many restrictions and was required to come back with revised plans to meet more of the design criteria of the Design Guidelines. He believed the time period of production had elapsed and staff confirmed the project was approved but was never constructed.

- Chair Tapia commented on concerns he had with the request. He went over a list of various utility companies and public agencies that would theoretically qualify for an exemption from the architectural theme of the Design Guidelines based on staff's criteria. He gave a scenario regarding a considerable number of modular structures that would pepper the City if, for example, all the companies he listed were in the City and had only one structure. He emphasized that a precedent should not be set as this can potentially lead to a number of issues. He referenced the ten (10) year period in which staff had recommended a temporary structure be permitted and felt ten (10) years was far from temporary; there have been lots developed in the City and businesses in some of the developments have folded within a ten (10) year period. He spoke hypothetically about steps a business could take at the end of the ten (10) year period such as relocating to another site in the City; he found nothing specific to prohibit a business from moving

which could theoretically lead to another ten (10) years on a new site. In his opinion there were no substantiated findings to warrant or justify allowing exemptions to a utility company or public agency; this could also be considered discriminatory to other types of businesses that aid the public. He spoke a little more regarding his position on the matter and motioned to recommend denial to the City Council of the applicant's request for a Site Plan and Design Review.

- Vice-Chair Gonzales shared her thoughts on the matter and emphasized that every exemption that comes before the Planning Commission for consideration is specific to each case and she did not know of any development that does not have a gray area where they should have to change or conform to the Design Guidelines in one way or another. She passes the Edison site everyday on her way to work and sees it as nothing more than a truck yard and temporary based on the use and activities that take place on the site. She felt it would be difficult to enforce a strict guideline on each business that requests an exemption since each business is different and unique and there should be some type of collaboration.

Assistant City Attorney Guerra clarified that the Site Plan and Design Review Permit is being processed concurrently with Zone Ordinance Amendment No. 03-2016, which is stated on the second page of the Resolution, under Part B. RESOLUTION at the end of Section 2. The Site Plan and Design Review as is presented with the modular structures, and without meeting the Design Guidelines, is subject to the adoption of the Zone Ordinance Amendment, which is a separate public hearing.

Chair Tapia gave one last comment that in his opinion he could not understand the rationale for picking and choosing who should receive an exemption from the Design Guidelines and believed legal issues would arise from this type of situation.

No further discussions were held and the floor was opened for a motion. Chair Tapia motioned to **deny** the applicant's request and recommended that staff bring back a resolution at the next Planning Commission meeting with findings for denial of Site Plan and Design Review (DA) No. 03-2016.

MOTION: **Chair Tapia**
SECOND: **Commissioner Chico**
Ayes: **Commissioner Corpis, Commissioner Hartman, Commissioner Chico, Chair Tapia**
Noes: **Vice-Chair Gonzales**
Abstain: **None**

A. ZONE ORDINANCE AMENDMENT NO. 03-2016 (SOUTHERN CALIFORNIA EDISON)

The Planning Commission chose not to hear a verbal report for this public hearing item but open the public hearing for public input and consideration.

No further discussions were held and the floor was opened for a motion. Chair Tapia motioned to **deny** the applicant's request and recommended that staff bring back a resolution at the next Planning Commission meeting with findings for denial of Zone Ordinance Amendment (ZOA) No. 03-2016.

MOTION: **Chair Tapia**
SECOND: **Commissioner Hartman**
Ayes: **Commissioner Corpis, Commissioner Hartman, Commissioner Chico, Chair Tapia**
Noes: **Vice-Chair Gonzales,**
Abstain: **None**

Successor Agency Agenda
Item 1A1
December 14, 2016

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

NOVEMBER 9, 2016
WEDNESDAY
7:40 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 Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held October 26, 2016.

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved.

ITEM NO. 1C
AMENDMENT NO. 4 TO THE PURCHASE AND SALE AGREEMENT FOR 242 LIVE OAK AVENUE

AMENDMENT NO. 4 TO THE PURCHASE AND SALE AGREEMENT FOR 242 LIVE OAK AVENUE

RESOLUTION NO. SA 2016-73-2887
ADOPTED

Resolution No. SA 2016-73-2887, entitled:

"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," was adopted.

END OF CONSENT CALENDAR

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 7:41 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

Successor Agency Agenda
Item B
December 14, 2016

Accounts Payable

Checks by Date - Summary By Check Number

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

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
61034	ROSENO	Rosenow Spevacek Group Inc	11/15/2016	1,961.25
			Report Total:	1,961.25

Accounts Payable

Checks by Date - Summary By Check Number

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

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
61136	ALESHIRE	Aleshire & Wynder, LLP	11/30/2016	9,405.00
			Report Total:	9,405.00

Successor Agency Agenda
Housing Authority Agenda
Item 1C
December 14, 2016

JOINT SA/HA AGENDA REPORT

Date: *December 14, 2016*

To: *Honorable Chair and Board Members, Irwindale Housing Authority and Successor Agency*

From: *John Davidson, Executive Director*

Issue: *Sale of Real Properties from Successor Agency to Housing Authority In Accordance with Long Range Property Management Plan*

City Manager's Recommendation:

That the City Council adopt the attached Resolutions Nos. HA 2016-07-060 and SA 2016-80-2894, entitled:

A. **"A JOINT RESOLUTION OF THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE AND THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE PURCHASE AND SALE OF 2424 MOUNTAIN AVENUE FROM THE SUCCESSOR AGENCY," and**

Background:

The Successor Agency is the fee owner of approximately 16,117 square-foot vacant lot located at 2424 Mountain Avenue ("Property"). The Property is owned by the Agency as a result of Health & Safety Code § 34167.5, under which statute the Properties inured to the Agency by operation of ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011) and AB 1484 (Chapter 26, Statutes of 2012) (collectively, the "RDA Dissolution Laws").

The RDA Dissolution Laws set forth a process for asset management, disposition and transfers, which procedures include preparation and approval of a Long Range Property Management Plan ("PMP") by the Agency and State Department of Finance ("DOF"). The subject Properties were purchased by the Former Irwindale Community Redevelopment Agency ("ICRA") with regular tax increment funds, not 20% housing set-aside monies. Under the RDA Dissolution Laws, this means that the Properties must be disposed via a PMP. The Agency obtained DOF approval of its PMP on August 8, 2014.

Analysis:

The approved PMP designates the Properties for sale to the Authority at fair market value. The attached Resolutions and Purchase & Sale Agreement effectuate such PMP-authorized transfers. Further, selling the Property to the Authority will accomplish the goals of (i) winding-up the property-related affairs of the Agency, (ii) expediting the distribution of former ICRA assets, or the value

thereof, to local taxing entities, (iii) addressing the appropriate long-term uses for the Properties, while (iv) allowing the more immediate use of the Property with the Authority to be dedicated to affordable housing purposes per Health & Safety Code section 34312.3(b).

In order to assure that the Property is sold by the Agency to the Authority for fair market value, the Agency caused the Property to be appraised by RSG, Inc. on about July 20, 2016. The estimated value of the Property is $280,000. This is the proposed respective purchase price for the Property. The Authority has sufficient funds appropriated in the FY 15/16 budget in order to pay this purchase price. These funds will be paid initially to the Successor Agency, but will ultimately be distributed to local taxing entities pursuant to the RDA Dissolution Laws. The sale of the Property is subject to the approval of the Irwindale Oversight Board. Should the Successor Agency/Authority Board approve the sale, Successor Agency staff will agendize the action before the Oversight Board, as required.

The sale of the Property does not compel any specific development or project. As such, the sale qualifies as exempt under the California Environmental Quality ("CEQA") Act per Class 12 of the CEQA Guidelines, at Section 15312 insofar as the use of the Property has not changed. Any future development of the Property will require the Authority to undertake CEQA review.

Fiscal Impact: _____ (Initial of CFO).

Legal Impact: _____ (Initial of Legal Counsel)

Contact Person: Theresa Olivares, Housing Coordinator

John Davidson, Executive Director

Attachments: 1. A JOINT RESOLUTION OF THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE AND THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE PURCHASE AND SALE OF 2424 MOUNTAIN AVENUE FROM THE SUCCESSOR AGENCY

a. Agreement for the Purchase and Sale of Real Property – 2424 Mountain Avenue.

Coordinated With:
City Manager's Office
Finance
City Attorney

RESOLUTION NO. HA 2016-07-060
RESOLUTION NO. SA 2016-80-2894

A JOINT RESOLUTION OF THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE AND THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE PURCHASE AND SALE OF 2424 MOUNTAIN AVENUE FROM THE SUCCESSOR AGENCY

WHEREAS, the property commonly described as 2424 MOUNTAIN AVENUE (the "Property") was initially acquired by the Irwindale Community Redevelopment Agency ("ICRA") using redevelopment tax increment funds;

WHEREAS, following the dissolution of redevelopment agencies per the California State Supreme Court ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), and subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), the City of Irwindale elected to serve as Successor Agency to the ICRA (the "Agency"). The Property is owned by the Agency as a result of Health & Safety Code § 34167.5, under which statute the Property inured to the Agency by operation of law;

WHEREAS, under AB 1484, the Property is subject to the disposition process requiring the State Department of Finance ("DOF") to approve a Long Range Property Management Plan ("PMP") prepared by the Successor Agency describing the proposed sale of properties owned by the Successor Agency, including the Site;

WHEREAS, the Property, along with 24 other Successor Agency owned properties, were included in a PMP that was submitted to the DOF for approval to be sold to the City;

WHEREAS, on August 8, 2014, the City and Successor Agency received approval from the State DOF approving the PMP. The approved PMP designates the Property for sale to the Irwindale Housing Authority ("Authority") at fair market value. Selling the Property to the Authority will accomplish the goals of (i) winding-up the property-related affairs of the Agency, (ii) expediting the distribution of Former ICRA assets, or the value thereof, to local taxing entities, (iii) addressing the appropriate long-term uses for the Property, while (iv) allowing the more immediate use of the Property with the Authority to be dedicated to affordable housing purposes per Health & Safety Code section 34312.3(b).

WHEREAS, the fair market value of the Property is appraised at $280,000 based on the appraisal report dated July 20, 2016, prepared by RSG, Inc.

NOW, THEREFORE, the Housing Authority Board of the City of Irwindale, California, and Successor Agency to the former Irwindale Community Redevelopment Agency do hereby resolve as follows:

SECTION 1. The above recitals are true and correct.

SECTION 2. The Authority and Successor Agency hereby approve the sale of the Property from the Successor Agency to the Authority in accordance with the approved PMP and authorize the Chair(s) and/or Executive Director to execute the Purchase Agreement (attached hereto) and all documents necessary to consummate the sale of the Property on behalf of the Authority and Successor Agency, respectively, subject to the approval of the sale of the Property by the Irwindale Oversight Board.

SECTION 3. The Deputy City Clerk/Secretary to the Successor Agency shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED and **ADOPTED** this 14th day of December, 2016.

_____
Mark Breceda, Mayor/Chair

ATTEST:

_____
Laura M. Nieto, CMC
Authority Assistant Secretary/Assistant Agency Secretary

ATTACHMENTS:
AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY - 2424 MOUNTAIN AVENUE

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY - 2424 MOUNTAIN AVENUE

This AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY – 2424 MOUNTAIN AVENUE ("Agreement") is made this 14th day of December, 2016 ("Effective Date"), by and between the SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, a public entity organized and existing under California Health & Safety Code § 34173 ("Agency"), and the IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic ("Authority"). Agency and Authority are occasionally referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Agency is the fee owner of approximately 16,117 square-foot vacant lot located at 2424 Mountain Avenue, in the City of Irwindale, Los Angeles County, California, described as Assessor's Parcel Number 8534-001-901 and more particularly described in the Legal Description attached hereto as Exhibit A and incorporated herein, including all improvements located thereon, and all rights, privileges, easements and appurtenances, if any, including, without limitation, all right, title and interest, if any, in and to all minerals, oil, gas and other hydrocarbon substances, development rights and water stock relating thereto (the "Property").

B. The Property is owned by the Agency as a result of Health & Safety Code § 34167.5. The Agency's predecessor in interest to the Property was the Irwindale Community Redevelopment Agency ("Former RDA"). On December 29, 2011, the California State Supreme Court issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), which resulted in the outright dissolution of all 425 redevelopment agencies in the State of California. As part of that dissolution process, former redevelopment lands, like the Property, inured to successor agencies by operation of law. Moreover, the dissolution laws provide a process for the disposition and/or transfer of assets, including property holdings of the Former RDA. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of ABX1 26, including the process for asset management/disposition/transfers, which include preparation and approval of a Long Range Property Management Plan ("PMP") by the Agency and State Department of Finance ("DOF").

C. The Agency obtained DOF approval of its PMP on August 8, 2014. The approved PMP designates the Property for sale to the Authority at a fair market value ("FMV"). This Agreement effectuates that authorized transfer. Further, selling the Property to the Authority will accomplish the goals of (i) winding-up the property-related affairs of the Agency, (ii) expediting the distribution of Former RDA assets, or the value thereof, to local taxing entities, (iii) addressing the appropriate long-term uses for the Property, while (iv) allowing the more immediate use of the Property with the Authority to be dedicated to affordable housing purposes per Health & Safety Code section 34312.3(b).

D. In order to assure that the Property is sold by Agency to Authority for FMV, the Agency has caused the Property to be appraised by Rosenow Spevacek Group, Inc., with an

estimated FMV report for the Property issued on July 20, 2016. The estimated value of the Property is Two Hundred Eight Thousand Dollars Even ($280,000), which amount shall therefore constitute Authority's "Purchase Price" for the Property.

E. The Authority and the Agency desire to enter into this Agreement to acknowledge the foregoing recitals and to provide for the sale of the Property from the Agency to the Authority.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

TERMS AND CONDITIONS

1. INCORPORATION OF RECITALS.

The recitals above are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Agreement and are hereby incorporated herein.

2. PURCHASE AND SALE OF PROPERTY.

Authority hereby agrees to purchase from Agency, and Agency agrees to sell to Authority the Property, together with (i) all rights, privileges, easements, leases, licenses and interests appurtenant thereto, including, without limitation, all oil, gas, water and water rights (but specifically excluding any pipelines or pipeline easements appurtenant to the Property); and (ii) all intangible property owned or held by Agency in connection with the Property, including, without limitation, development rights, governmental approvals and land entitlements.

3. CONSIDERATION.

The Purchase Price for the Property shall be Two Hundred Eighty Thousand Dollars Even ($280,000). The Purchase Price is based on the appraised FMV the Property, based on the July 20, 2016, Appraisal Report prepared by Rosenow Spevacek Group, Inc., including payment to settle and resolve any and all claims whatsoever that Agency may have to additional compensation for the sale of the Property. As such, the Purchase Price is the total compensation to be paid by Authority to Agency and all-inclusive of Agency's interest in the Property and any rights or obligations which exist or may arise out of the acquisition of the Property for public purposes, which compensation Agency acknowledges and agrees is inclusive, without limitation, of Agency's fee interest in the land and any improvements located thereon, leasehold, easement or other interests, costs, interest, attorneys fees, and any claim whatsoever of Agency which might arise out of or relate to any respect to the acquisition of the Property by Authority.

4. PAYMENT OF PURCHASE PRICE.

Authority shall pay Agency the Purchase Price for the Property ($280,000) in a one-time, lump sum payment within thirty (30) days of the Effective Date of this Agreement.

5. DUE DILIGENCE.

5.1 Review of Documents.

Agency shall make available to Authority true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto), and all reports or other documents in Agency's possession respecting the physical condition of or prior uses of the Property, if any, and any other information in Agency's possession or control reasonably requested by Agency regarding the Property.

5.2 Entry for Investigation.

(a) Subject to the conditions hereafter stated, Agency grants to Authority, its agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, investigations and tests shall be done at Agency's sole cost and expense.

(b) As a condition to Authority's entry, inspection or testing, Authority shall keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this Agreement.

6. CONDITIONS PRECEDENT TO CONVEYANCE OF THE PROPERTY.

6.1 Conditions to Authority's Obligations.

The obligations of Authority under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Authority of the following condition precedent: Agency has provided the executed and recordable Grant Deed to Authority in the form provided at Exhibit "B" hereto.

6.2 Conditions to Agency's Obligations.

The obligations of Agency under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Agency of the following condition precedent: Timely performance by Authority of all of the obligations required by the terms of this Agreement to be performed by Authority.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Representations and Warranties.

Agency hereby makes the following representations and warranties to Authority, each of which is true in all respects as of the date hereof and shall be true in all respects on the date of Closing on the Property:

(a) Agency has received no notice and/or has no knowledge that any governmental Agency or any employee or agent thereof considers the present or proposed operation, use or ownership of the Property to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof,

or that any investigation has been commenced or is contemplated respecting such possible violations.

(b) There are no pending or threatened allegations, lawsuits or claims which would affect the Property.

(c) There are no natural or environmental hazards located on the Property that would limit its marketability, merchantability, or suitability for development or impede its use in any way.

(d) To the best of Agency's knowledge, Agency shall disclose to Authority any documents, writings, or knowledge of any environmental conditions of the Property. Authority will take interest in the Property as provided herein, in an "As-Is" condition.

(e) There are no contracts, leases, claims or rights affecting the development or use of Property and no agreements entered into by or under Agency that shall survive the Closing that would adversely affect Authority's rights with respect to the Property except as heretofore disclosed in writing by Agency to Authority.

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

(g) Agency hereby represents, warrants and covenants to Authority that Agency shall deliver exclusive possession of the Property to Authority, subject to the license referenced in subsection (e) above.

8. ADDITIONAL INSTRUCTIONS.

8.1 No Escrow Instructions.

Because this Agreement is being entered into by two related entities, an escrow is not being entered into and shall not be required.

8.2 General Provisions and Costs.

Authority shall instruct the Los Angeles County Recorder to mail the Grant Deed to Authority at the address set forth in Section 10.2 after recordation. Any costs related to the transfer of the Property shall be borne solely by Agency.

8.3 Title Policy.

Unless waived by Authority, Agency, at its sole cost, shall cause to be issued and delivered to Authority a CLTA owner's policy of title insurance, or at Authority's option, an ALTA extended coverage owner's policy of title insurance (collectively, "Title Policy"), issued by First American Title Company, with liability in the amount of the Purchase Price, covering the Property and showing title vested in Authority free of encumbrances, except:

(a) Those easements, encumbrances, covenants, conditions, restrictions, reservations, rights-of-way and other matters of record shown on that certain Preliminary Title Report for the Property dated October 23, 2015 issued by First American Title Company National Commercial Services, which have been approved by Authority;

(b) The standard printed exceptions and exclusions contained in the Title Policy;

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

9. BROKERAGE COMMISSIONS.

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

10. MISCELLANEOUS.

10.1 No Conflict of Interest.

No officer or employee of the Authority or Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Agency and Authority each warrant 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.

10.2 Notices.

Any notice which either party may desire to give to the other party must be in writing and may be given by personal delivery, facsimile or by mailing the same by U.S. mail to the party to whom the notice is directed at the address of such party at Irwindale City Hall, 5050 N. Irwindale Avenue, Irwindale, CA 91706.

10.3 Interpretation; Governing Law.

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

10.4 No Waiver.

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

10.5 Modifications.

Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

10.6 Severability.

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

10.7 Merger of Prior Agreements and Understandings.

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

10.8 Execution in Counterparts.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

"AUTHORITY"
HOUSING AUTHORITY OF THE CITY OF IRWINDALE

By: _____
Mark A. Breceda, Chair

ATTEST:

_____
Laura M. Nieto, CMC
Authority Assistant Secretary

"AGENCY"
SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Mark A. Breceda, Chair

ATTEST:

_____
Laura M. Nieto, CMC
Agency Assistant Secretary

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Fred Galante
Authority Attorney/Agency Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____ before me, _____
Here, insert Name and Title of Officer

personally appeared

_____

Name(s) of Signer(s)

---

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

The portion of Lot 1 of Tract 4675, in the City of Irwindale, in the County of Los Angeles, State of California, as per map recorded in Book 99, Page 34 of Maps, in the office of the County Recorder of said County, described as follows.

Beginning at the intersection of the Northwesterly line of the Southeasterly 125.00 feet of said Lot, with the Southwesterly line of the Northeasterly 204.90 feet of said Lot; thence North 71° 59' 00" West 92.94 feet along said last mentioned Southwesterly line; thence South 63° 01' 00" West to the Southwesterly line of the Northeasterly 212.00 feet of said Lot; thence North 71° 59' 00" West 136.29 feet along said last mentioned Southwesterly line to the Northwesterly line of said Lot; thence South 18° 00' 00" West along said last mentioned Northwesterly line to the Northeasterly line of the Southwesterly 60.00 feet of said Lot; thence South 71° 59' 00" East 90.00 feet along said last mentioned Northeasterly line to the Southeasterly line of the Northwesterly 90.00 feet of said Lot; thence South 18° 00' 00" West 60.00 feet along said last mentioned Southeasterly line to the Southwesterly line of said Lot; thence South 71° 59' 00" East along said last mentioned Southwesterly line to the Northwesterly line of the Southeasterly 125.00 feet of said Lot; thence North 18° 00' 00" East along said last mentioned Northwesterly line to Point of Beginning of this description

APN: 8534-001-901

EXHIBIT "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
IRWINDALE HOUSING AUTHORITY
5050 N. Irwindale Avenue
Irwindale, CA 91706
Attn: Authority Manager

(Space Above Line for Recorder's Use Only)
Exempt from filing Fees per Govt. Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, a public entity organized and existing under California Health & Safety Code § 3417, herein called "Grantor," hereby grants to the IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic, herein called "Grantee," the real property referred to as Assessor's Parcel No. 8534-001-901 hereinafter referred to as the "Property," in the City of Irwindale, County of Los Angeles, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the date first above written.

"GRANTOR"

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, a public entity organized and existing under California Health & Safety Code § 3417

By: _____
Mark A. Breceda, Chair

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Fred Galante
Authority Attorney/Agency Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about _____, 2016, from the SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, a public entity organized and existing under California Health & Safety Code § 3417, is hereby accepted by the undersigned officer on behalf of the IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic, pursuant to such authority conferred by the Authority's Board pursuant to its approval of the AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY – 2424 MOUNTAIN AVENUE, approved on December 14, 2016, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2016

GRANTEE:

IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic

By: _____
Mark A. Breceda, Chair

ATTEST:

_____
Laura M. Nieto, CMC
Authority Assistant Secretary

Exhibit B

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____ before me, _____
Here, insert Name and Title of Officer

personally appeared

_____
Name(s) of Signer(s)

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

Exhibit B

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF THE PROPERTY

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

The portion of Lot 1 of Tract 4675, in the City of Irwindale, in the County of Los Angeles, State of California, as per map recorded in Book 99, Page 34 of Maps, in the office of the County Recorder of said County, described as follows.

Beginning at the intersection of the Northwesterly line of the Southeasterly 125.00 feet of said Lot, with the Southwesterly line of the Northeasterly 204.90 feet of said Lot; thence North 71° 59' 00" West 92.94 feet along said last mentioned Southwesterly line; thence South 63° 01' 00" West to the Southwesterly line of the Northeasterly 212.00 feet of said Lot; thence North 71° 59' 00" West 136.29 feet along said last mentioned Southwesterly line to the Northwesterly line of said Lot; thence South 18° 00' 00" West along said last mentioned Northwesterly line to the Northeasterly line of the Southwesterly 60.00 feet of said Lot; thence South 71° 59' 00" East 90.00 feet along said last mentioned Northeasterly line to the Southeasterly line of the Northwesterly 90.00 feet of said Lot; thence South 18° 00' 00" West 60.00 feet along said last mentioned Southeasterly line to the Southwesterly line of said Lot; thence South 71° 59' 00" East along said last mentioned Southwesterly line to the Northwesterly line of the Southeasterly 125.00 feet of said Lot; thence North 18° 00' 00" East along said last mentioned Northwesterly line to Point of Beginning of this description

APN: 8534-001-901

HOUSING AGENDA
ITEM (A)

DEC 14 2016

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

NOVEMBER 9, 2016
WEDNESDAY
6:00 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

RECESS TO CLOSED SESSION

At 6:00 p.m., the Housing Authority recessed to Closed Session to discuss the following:

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

Property: 2428 Mountain Avenue
Negotiating Parties: IMD Development and Housing Authority
Under Negotiation: Price and terms of sale

ACTION: Not discussed

Property: 5134 Irwindale Avenue
Negotiating Parties: Housing Authority & Miguel Miranda and Michael Miranda
Under Negotiation: Price and terms

ACTION: Not discussed

RECONVENE IN OPEN SESSION

At 7:42 p.m., the Housing Authority convened in Open Session.

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Authority Member Ortiz, seconded by Authority Member Garcia, 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 26, 2016

ITEM NO. 1B
WARRANTS

WARRANTS

No warrants for approval.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:43 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary

HOUSING AGENDA
ITEM 1D
DEC 14 2016

AGENDA REPORT

Date: December 14, 2016

To: *Chairman and Housing Authority Board Members*

From: John Davidson, Executive Director

Issue: Irwindale Housing Authority Annual Report for FY 2015-2016 and SB 341 Annual Report for FY 2015-2016

Executive Director's Recommendation:

That the Authority Board:

1. Receives and files the FY 2015-2016 Irwindale Housing Authority Annual Report; and
2. Approve the SB 341 Annual Report for Fiscal Year 2015-2016 ("Report") and the posting of the Report and supporting documentation on the City's website; subject as approval as to form by Authority Counsel.

Analysis:

FY 2015-2016 Irwindale Housing Authority Annual Report

California Health and Safety Code ("HSC") Section 34328 states that by October 1 of each year, "an authority shall file with the clerk of the respective city or county and with the Department of Housing and Community Development ("HCD") a report ("Annual Report") of its activities for the preceding year."

The Irwindale Housing Authority ("Authority") retained the services of Rosenow Spevacek Group, Inc. ("RSG") to prepare the Authority's Annual Report ("Report") for Fiscal Year 2015-2016, which was be submitted to the HCD prior to October 1, 2016.

The Report for the Authority (Attachment 1) covers all the activities that have occurred during FY 2015-2016, including housing unit compliance with affordability requirements, activities concerning existing debt obligations, as well as land transactions and development. The report must specifically document any notice of terminations issued to domestic violence victims or terminations of Section 8 vouchers held by domestic violence victims, whether the termination notices resulted in the victim vacating the premises, and any steps the Housing Authority may have taken to assist the victim(s). The property manager for the Irwindale Las Casitas Authority-owned property reports that no notices of terminations were issued nor were Section 8 voucher victims of domestic violence terminated.

The report must include all debt obligations issued during FY 2015-2016. There were no bonds issued and no new loans were obtained.

All land transactions and development activities that occurred during the year must be listed, such as property purchases, rehabilitation, leases, land sales, operational changes, and establishment of special trust funds. As of June 30, 2016, the Authority purchased two properties and sold five properties to IMD Enterprises, LLC for the Mayans Project. In FY 2013-2014, the Authority entered into a DDA with IMD

Development, LLC for the development of several parcels, three of the 21 housing units were rehabilitated and sold during FY 2015-2016.

At least 20% of Housing Authority-owned properties must be available to lower income persons. The affordability levels are in compliance – of the 155 restrictions (25 Las Casitas and 130 restrictive covenants on single family homes from the former ICRA); 100% are available to moderate income or below, 64% are available to low income or below, and 28% are available to very low-income persons or below.

SB 341 Annual Report for Fiscal Year 2015-2016

Senate Bill 341 which became law on January 1, 2014 requires "housing successors" – cities, counties, and housing authorities that have taken over housing functions for former redevelopment agencies to follow new expenditure and accounting rules beginning January 1, 2014. California Health and Safety Code Section 34176.1(f) requires housing successors to prepare a Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF). The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law). One of the new requirements is to prepare an annual report of housing activities and expenditures during the year. The report must be presented to the Housing Successor Agency governing body (Housing Authority Commission) within six months after the end of each fiscal year. This report as well as the former redevelopment agency's Implementation Plan must be posted on the City's website.

The Irwindale Housing Authority ("Authority") retained the services of Lance, Soll, & Lunghard, LLP to perform the independent audit and Rosenow Spevacek Group, Inc. to prepare the Report for Fiscal Year 2015-2016.

Fiscal Impact: _____ (Initial of CFO) None.

Legal Impact: approved electronically on 12/8/16 (Initial of Legal Counsel)

Prepared By/Contact Person: Theresa Olivares, Housing Coordinator
Phone: (626) 430-2294

_____
John Davidson, Executive Director

Attachment:

1. Irwindale Housing Authority Fiscal Year 2015-2016 Annual Report
2. Draft Housing Successor Agency Annual Report
3. Draft Irwindale Housing Successor Fiscal Year Ended June 30, 2016 Independent Audit

City of
IRWINDALE

ANNUAL REPORT

IRWINDALE HOUSING AUTHORITY

Fiscal Year 2015-16

Report Date: September 30, 2016

INTRODUCTION

About This Annual Report

SUMMARY

This is the Annual Report for the Irwindale Housing Authority ("Authority") required by California Health and Safety Code ("HSC") Section 34328. It describes the Authority's activities during the 2015-16 fiscal year ("FY"), including housing unit compliance with affordability requirements, activities concerning existing debt obligations, as well as land transactions and development.

An annual report must be filed with the City Clerk and sent to the Department of Housing and Community Development ("HCD") by October 1 annually.

LEGAL AUTHORITY

Housing Authorities are distinct, autonomous, legal entities that derive their powers from State statute. It is the intent of the State legislature that housing authorities function as local entities with the primary responsibility of providing housing for very low- and low-income households. The HSC, beginning with Section 34200, provides the framework for a local housing authority through a resolution of the local governing body. In the case of the City of Irwindale ("City"), the City Council of the City of Irwindale ("City Council") resolved that the Authority should exercise its powers. The resolution adopted by the local governing body must be accompanied by a finding that either of the following is true:

1) unsanitary or unsafe housing exists in the city, or
2) there is a shortage of safe or sanitary housing available to persons of low income.

On August 27, 1987, the City Council adopted Resolution No. 87-15-1117, confirming that the two above findings were met to establish a housing authority in accordance with the California Housing Authorities Law (HSC Section 34200, *et. seq.*).

Benefits of Housing Authorities:

- Local jurisdictions are afforded the opportunity to participate in one or more of the public housing programs offered by HUD.
- Housing Authorities can own and operate housing developments, alleviating the need to find owners or operators for units created.
- State law provides Housing Authorities the ability to acquire and assemble land for housing projects without the need to document blight.
- A city housing authority's area of operation includes the entire city and the area within 5 miles of its territorial boundaries.

ORGANIZATION OF THE AUTHORITY

The City Council members serve as the Board of Commissioners of the Authority, currently: Mark A. Breceda, Albert F. Ambriz, Larry G. Burrola, Manual R. Garcia, and H. Manuel Ortiz. John Davidson is the Executive Director of the Authority, and Theresa Olivares handles the day-to-day management of Authority activities.

The Authority conducts its regular meetings on the second and fourth Wednesday of each month at 6:30 p.m. at the Irwindale City Hall Council Chamber, located at 5050 North Irwindale Avenue, Irwindale, California, or at such other place that the Authority designates by resolution.

OBJECTIVES OF THE HOUSING AUTHORITY

For many housing authorities, their primary role is to interact with the U.S. Department of Housing and Urban Development ("HUD") on behalf of their communities. Authorities are able to own and operate housing communities, which alleviates the need to find prospective owners or operators for the units created. If political support allows, the Authority is also able to acquire and assemble land for housing developments without the need to document blighting conditions.

Per the resolution creating the Authority in 1987, the Authority's objective is "to provide for suitable, safe and sanitary housing opportunities for Irwindale residents."

The housing assets administered by the Authority include those transferred from the former Irwindale Community Redevelopment Agency ("ICRA"), including beneficial interests in loans and interests under affordability covenants. The assets formerly held by the ICRA and transferred to the Authority are described in more detail in this report.

LEGISLATIVE ACTIVITY

As a result of Assembly Bill ("AB") x1 26, all redevelopment agencies in the state were dissolved on February 1, 2012. This dramatic change resulted in the complete elimination of local property tax dollars earmarked for affordable housing on an ongoing basis; no substitute funding source has been provided. Thus, housing authorities have been left in a challenging position – the need for them is greater than ever, but a key funding source has been eliminated.

Under ABx1 26, the assets of a former redevelopment agency are divided into two categories. Non-housing assets were transferred to newly formed Successor Agencies for disposition, and housing assets were transferred to selected Housing Successor entities. Pursuant to Resolution No. 2012-04, on January 20, 2012, the City elected to designate the Authority as the Housing Successor as allowed by law. ABx1 26, as amended by AB 1484 and Senate Bill 107 (together, the "Dissolution Act") indicate that the transfer includes "all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the agency, excluding any amounts in the Low and Moderate Income Housing Fund." Thus, the Successor Agency to the former ICRA ("Successor Agency") effectuated the transfer of several assets held by ICRA to the Authority, pursuant to the Dissolution Act. The asset transfers were approved by the Oversight Board to the Successor Agency on May 16, 2013 by Resolution No. OB 2013-03-009, pursuant to HSC Sections 34177 and 34181.

The asset transfers were subject to review and approval by the California Department of Finance ("DOF"), pursuant to HSC Section 34176. As part of the review process, the Authority submitted a Housing Asset List to the DOF on August 1, 2012. The DOF issued a letter on September 5, 2012 stating that it did not object to any of the transfers. A copy of Resolution No. OB 2013-03-009 is provided as Appendix 1. A copy of the Housing Asset List approved by the DOF is provided as Appendix 2.

Additionally, the State legislature adopted Senate Bill ("SB") 341 on October 13, 2013 to clarify the functions of successor housing entities. SB 341 requires successor housing entities to prepare an annual report documenting compliance with certain requirements ("SB 341 Report"). Authority staff is in the process of auditing its financials and other information, and will prepare its FY 2015-16 SB 341 Report under separate cover for submission to HCD by the end of 2016. More information is contained in Appendix 3.

CONTENTS OF THE AUTHORITY'S ANNUAL REPORT

State Law establishes three main components to an annual report from a housing authority. Accordingly, this Annual Report has been developed to:

- Provide a complete report of activities during FY 2015-16, including any bond issuances, loans or finance agreements into which the Authority entered;
- Show compliance with requirements of HSC Section 34312.3, such as the minimum amount of housing units affordable to lower income in projects assisted by the Authority with bonds, and document established base rents and/or maximum rental payments for lower income households; and
- Document any termination of tenancies or Housing Choice Voucher Program (formerly Section 8) vouchers of domestic violence victims as required by HSC Section 34328.1.

In addition, per HSC Section 34328.1, an Authority's filing of their annual report may include "recommendations for needed legislation to carry on properly a program of housing and community development in this state." Recommendations have been included at the end of this report.

HOUSING AUTHORITY DEBT OBLIGATIONS

Pursuant to HSC Section 34312.3, the Authority must provide a complete report of its activities taken during the prior fiscal year, which includes bonds, loans and financing agreements for multi-family rental housing projects. The Authority did not issue any bonds or loans for multi-family rental housing projects during FY 2015-16.

When the Authority became the Housing Successor entity to the former ICRA, 111 loans issued to single-family home owners by the former ICRA were transferred to the Authority. This includes 42 home subsidy loans and 69 home improvement loans. The loan transfers were approved by the DOF as part of the Housing Asset List and are listed in Appendix 2. As of August 1, 2012, when the Housing Asset List was submitted to the DOF, the outstanding loan balance was $13,172,034.90. Of the 111 loans, the latest repayment date is November 18, 2055. Seven loans have been paid off since they were transferred.

The Authority issued three new loans to single-family homebuyers totaling $991,254 in FY 2015-16. The loans were issued to one very low-income household and two low-income households as part of the Mayans Project, described in the Land Transactions section of this report. The properties are located at 2449 Alice Rodriguez Circle, 4655 Fraijo Avenue, and 16161 Peppertree Lane. All three loans have 45-year terms ending in June 2061. One additional loan was issued in July 2016 that will be reported in the FY 2016-17 annual report.

Any future financing for the acquisition, construction, rehabilitation, or development of housing through the issuance of bonds, construction loans, mortgage loans, and/or financing agreements will be documented and provided in future Annual Reports.

LAND TRANSACTIONS AND DEVELOPMENT

HSC Section 34312.3 requires the Annual Report to include a discussion of all prior year activities of the Authority related to the development or transaction of land for the purposes of increasing the supply of affordable housing for low- and moderate-income households. Specific activities consist of the development, rehabilitation, or financing of housing projects assisted by the Authority, conveyance of surplus lands to a developer, or the establishment of a special trust fund or account to fund housing activities.

IMD Enterprises, LLC "Mayans Project"

The Authority has been implementing a Disposition and Development Agreement with IMD Enterprises, LLC dated December 18, 2013 ("DDA") for the Mayans Project, an affordable housing project. The Authority approved an Addendum to the DDA on October 14, 2015 ("Addendum") to include the development of 21 in-fill units, to be constructed and rehabilitated on 10 parcels. The Mayans Project now consists of 4 extremely low-, 6 very low-, 5 low- and 6 moderate-income units.

The Authority has been selling property to IMD Enterprises, LLC pursuant to the DDA and Addendum. IMD Enterprises, LLC rehabilitates the properties and sells them to extremely low- to moderate-income households. The Authority provides loans to the homebuyers with covenants restricting affordability at the properties for 45 years.

In FY 2015-16, the Authority purchased two properties from the Successor Agency pursuant to a Long Range Property Management Plan ("LRPMP") approved by DOF on August 8, 2014:

- 2449 Alice Rodriguez Circle
- 5130 Irwindale Avenue

Both properties have been or will be developed as part of the Mayans Project.

The Authority sold five properties to IMD Enterprises, LLC for the Mayans Project in FY 2015-16:

- 4655 Fraijo
- 2449 Alice Rodriguez Circle
- 16161 Peppertree Lane
- 16046 Peppertree Lane
- 15808 Hidalgo

The first four properties have already been sold by IMD Enterprises, LLC to very low- to low-income households. The Authority issued three new loans to the homebuyers as described in the Debt Obligations section of this report. A fourth loan was issued in July 2016 that will be described in next year's annual report.

Four additional properties were sold to IMD Enterprises, LLC for the Mayans Project in July 2016 that will be reported in the FY 2016-17 annual report (5130 Irwindale Avenue, 15848 Juarez Street, 15828 Hidalgo, and 4804 Irwindale Avenue). At least one additional property owned by the Authority (4618 Nora Avenue) may be sold to IMD Enterprises, LLC in the future for the Mayans Project.

Note that because the Mayans Project properties were encumbered prior to the January 1, 2014 effective date of the expenditure requirements mandated by SB 341, these properties are not subject to SB 341, which prohibits LMIHAF expenditures on the development of moderate-income units.

Other Projects

The Authority anticipates finalizing a number of land transactions in the near future. Pursuant to a DDA signed on August 14, 2013 and an amended DDA signed on June 10, 2015, the Authority intends to sell three of its properties (16203, 16223, and 16233 Arrow Highway) to Panattoni Development Company, Inc. After escrow closes, the sales proceeds will be used to assist affordable housing.

The Authority plans on purchasing two properties located at 2424 Mountain Avenue and 5223 Morada Street from the Successor Agency pursuant to the LRPMP. The Authority is in escrow to purchase a third property located at 2428 Mountain Avenue from a private owner. Staff will ensure these properties are developed or sold as required by law.

Any future developments or land transactions will be documented and reported in subsequent Annual Reports.

HOUSING UNIT COMPLIANCE

As set forth by HSC Sections 34328 and 34328.1, housing authorities are required to:

- Show compliance with requirements of HSC Section 34312.3, such as the minimum amount of housing units affordable to lower income persons in projects assisted by the Authority, and established base rents and/or maximum rental payments for lower income households; and

- Document any termination of tenancies or Housing Choice Vouchers of victims of domestic violence as required by HSC Section 34328.1.

The following subsections provide a summary of the Authority's progress toward the requirements listed above.

Housing Affordability Requirement

Assets transferred from the ICRA to the Authority are subject to both California Community Redevelopment Law ("CRL") codified in HSC Section 33000 *et. seq.* and Housing Authorities Law ("HAL"), codified in HSC Section 34200 *et. seq.* The CRL and HAL have different requirements

relating to housing production, expenditure limitations, adjustments for family size, affordability restriction durations, and other regulatory requirements.

Pursuant to the CRL, at least 15% of all newly constructed or substantially rehabilitated units must be affordable to very low- to moderate-income households (HSC Section 33413). Pursuant to the HAL, at least 20% of the units in housing projects assisted by the Authority, or 15% in targeted areas, must be affordable to persons of low income (HSC Section 34312.3(c)). If housing projects are financed by bonds issued by the Authority, at least 10% of the units must be available to persons of very low income. These requirements may be applied to the aggregate number of units assisted by the Authority.

The Authority assumed one multi-family property assisted by the former ICRA, the Las Casitas Senior Apartment Complex ("Las Casitas") located at 5164 Ayon Avenue. It contains 25 affordable units and 1 manager unit. In addition, the Authority assumed 104 restrictive covenants on single-family homes from the former ICRA, 21 of which were occupied by senior households. The covenants are listed in Appendix 2. Since the covenants were transferred in 2012, six have expired.

The Authority established 29 covenants as part of a Low and Moderate Income Home Improvement Program that was unrelated to the former ICRA. These covenants began in 1996 and expired in August 2016.

Three new covenants were established in FY 2015-16 related to loans issued to Mayans Project homeowners.

As summarized in Table 1, the affordability levels of Las Casitas and the 130 active restrictive covenants are in compliance with both the CRL and the HAL. Although the HAL discourages housing authorities from assisting moderate-income households, Authority properties with moderate-income units fulfill the requirements of the CRL. Any future development will satisfy both CRL and HAL requirements as necessary.

Affordability Levels **Table 1**

Irwindale Housing Authority

Asset	Units by Income Level									
	Extremely Low		Very Low		Low		Moderate		Total	
	#	%	#	%	#	%	#	%	#	%
Las Casitas Senior Apartment Complex	9	36%	6	24%	5	20%	5	20%	25	100%
Restrictive Covenants[1]	0	0%	28	22%	51	39%	51	39%	130	100%
Total	9	6%	34	22%	56	36%	56	36%	155	100%

Total Moderate Income or Below	*100%*
Total Low Income or Below	*64%*
Total Very Low Income or Below	*28%*

[1] Several covenants expired in August 2016 (7 very low, 13 low, and 9 moderate) related to loans issued through a Low and Moderate Income Home Improvement Program

Base & Maximum Rents

HSC Section 34312 states that a housing authority may "prepare, carry out, acquire, lease, and operate housing projects for persons of low income." As part of this authority, HSC Section 34312.3 establishes a set of guidelines to determine base and maximum rents that can be charged for units reserved for lower income households. According to HSC Section 34312.3, rental payments for very low- and low-income households shall not exceed the amounts calculated. Appendix 4 details the maximum rental payments that the Authority can charge for lower income households.

Table 2 shows the rents charged at Las Casitas, the sole affordable housing rental project overseen by the Authority. All rents are within the maximum limits.

Rental Rates **Table 2**

Irwindale Housing Authority

Property [1]	Income Level	Unit Size	Household Size	# of Units	Co. Max. Rent [2]	Tenant-Paid Rent Range[3]
Las Casitas	Extremely Low	1-bed	1	13	$389	$94 - $349
	Very Low	1-bed	1	6	$648	$220 - $437
	Very Low	1-bed	2	4	$648	$457 - $541
	Low	1-bed	1	1	$1,390	$495
	Low	1-bed	2	1	$1,390	$732

[1] These rental amounts were current as of December 2015 (certified in May 2016). The units described above exclude one unit for an on-site manager.

[2] County-wide maximum allowable rent before deducting the utility allowance pursuant to HSC Section 50053.

[3] Aggregated by rental range to protect privacy. Monthly rent includes the utility allowance. Does not include Agency subsidies.

Domestic Violence

State law requires that a housing authority annually disclose data related to domestic violence incidents in units owned or operated by the housing authority. Specifically, the data must include:

- Data on termination of tenancies and/or Housing Choice Vouchers of victims of domestic violence in housing authority units; and
- Summary of steps taken by the housing authority to address any termination of tenancies and/or Housing Choice Vouchers of victims of domestic violence.

In FY 2015-16, the Authority did not terminate any tenants or Housing Choice Voucher participants who are victims of domestic violence.

FINANCIAL STATEMENT/BUDGET

Table 3 presents a summary of the Authority's FY 2015-16 projected versus actual revenues and expenditures by category. Revenues were about $444,000 more than expected and expenditures were nearly $9 million less than budgeted, resulting in an ending balance of $32.8 million as of June 30, 2016. Please note that this figure is tentative pending year-end accounting. Expenditures were much less than anticipated due to decreased activities following the dissolution of redevelopment.

Statement of Revenue & Expenditures[1] **Table 3**

	Projected 2015-16	Actual 2015-16
Beginning Balance	$32,627,339	$32,627,339
REVENUE		
Interest Income	15,500	46,000
Loan Repayments		413,400
Total Revenues	**$ 15,500**	**$ 459,400**
EXPENSES		
Contract Services:		
Meeting Stipend Reimbursement	6,175	4,819
Training	1,200	-
Mileage Reimbursement	100	-
Memberships & Subscriptions	360	-
Public Notices	1,000	89
Housing/Rental Subsidy	103,654	92,515
Home Improvement Program	968,346	-
First Time Homebuyers Program	5,750,000	-
Operating Supplies	1,000	472
Contractual Services (Single Family Housing)	292,839	39,452
Legal Services	25,000	57,047
Audit Services	4,500	4,500
Environmental Site Assessment	30,000	19,683
Escrow & Appraisal Fees	16,000	26,333
Property Maintenance Costs	7,900	8,863
Total Expenses[3]	**$ 9,208,074**	**$ 265,091**
Ending Balance	**$23,434,765**	**$32,821,648**

[1] Adjustments may be made as year-end accounting is finalized.

Source: City of Irwindale Finance Department

LEGISLATIVE RECOMMENDATION

As discussed earlier in this report, the Legislature abolished all redevelopment agencies in the state, effective February 1, 2012. The elimination of redevelopment agencies in the manner prescribed by the Legislature means that there is no longer a regular source of local property tax dollars earmarked for affordable housing on an ongoing basis; in addition, no substitute funding source has been provided. It is recommended that the Legislature immediately relieve cities from requirements associated with the production of affordable housing given the expression of legislative priorities that has removed funding for affordable housing from local government. Next, it is recommended that the Legislature provide a regular funding source for the monitoring, implementation and administration of affordable housing at the city level. Historically, the implementation of affordable housing as well as monitoring is a labor-intensive matter; simply put, such operations do not pay for themselves. In addition to removing housing set-aside dollars from the equation, the elimination of redevelopment agencies obviously has had severe impacts upon cities, which impacts promise to be felt for decades. Accordingly, the Legislature should refrain from adding requirements for additional reporting where this would amount to an unfunded mandate. If the Legislature intends that cities maintain existing affordable housing resources, we recommend that the Legislature enact a measure which would treat ongoing administration and maintenance of existing affordable housing units and additional affordable housing units as an enforceable obligation for purposes of ABx1 26 and AB 1484.

APPENDIX 1: OVERSIGHT BOARD RESOLUTION NO. 2013-03-009

The Oversight Board to the Successor Agency approved Resolution No. OB 2013-03-009 on May 16, 2013, which effectuated the transfer of several assets from the former ICRA to the Authority, pursuant to HSC Sections 34177 and 34181. The resolution is attached on the following pages.

OVERSIGHT BOARD RESOLUTION NO. OB 2013-03-009

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE HOUSING ASSET TRANSFER LIST PREPARED AND SUBMITTED TO, AND APPROVED BY, THE CALIFORNIA DEPARTMENT OF FINANCE PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176(a)(2), INCLUDING THE TRANSFER OF INDIVIDUAL HOUSING ASSETS CONTAINED THEREIN BY THE SUCCESSOR AGENCY TO THE IRWINDALE HOUSING AUTHORITY"

WHEREAS, pursuant to Assembly Bill 26 of the First Extraordinary Session of the 2011-2012 Legislative Session ("ABX1 26") (Chapter 5, Statutes of 2011), the Irwindale Community Redevelopment Agency was effectively dissolved as of February 1, 2012; and

WHEREAS, pursuant to ABX1 26, the City Council of the City of Irwindale adopted Resolution No. 2012-09-2548 electing not to retain the housing functions and assets of the former Irwindale Community Redevelopment Agency ("ICRA") and instead selecting the Irwindale Housing Authority ("Housing Authority") to perform the housing functions of the ICRA, and transferring all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the ICRA to the Housing Authority; and

WHEREAS, pursuant to ABX1 26, an oversight board must be formed for each jurisdiction where a redevelopment agency previously existed to oversee the dissolution activities managed and administered by the Successor Agency to the ICRA ("Successor Agency"); and

WHEREAS, on June 21, 2012, the Oversight Board to the Successor Agency ("Oversight Board") received and filed a report from the Successor Agency on the transfer of housing assets by the Successor Agency to the Housing Authority, including specified real property assets; and

WHEREAS, Assembly Bill 1484 ("AB 1484") (Chapter 26, Statutes of 2012) was enacted on June 27, 2012 and made substantial changes to the redevelopment wind-down process under ABX1 26; and

WHEREAS, AB 1484 amended Section 34176 of the California Health and Safety Code ("HSC") and HSC Section 34176(a)(2) established new definitions for what qualifies as a "housing asset" and required the Successor Agency to submit to the California Department of Finance ("DOF") a housing asset transfer list ("HAT") by August 1, 2012 listing all housing assets that contains an explanation of how the assets meet the criteria specified in subdivision (e)," including "assets transferred between February 1, 2012, and the date upon which the list is created" (Exhibit "A"); and

WHEREAS, after a comprehensive review of the HAT, DOF issued a letter on September 5, 2012 approving the HAT and the individually listed housing without exception (Exhibit "B"); and

WHEREAS, while ABX1 26 and AB 1484 did not expressly require the HAT to be approved by the Oversight Board, out of an abundance of caution related to potential issues with title, the Oversight Board desires to establish a clear record of approval of the HAT.

NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

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

Section 2. **Approval of Housing Asset Transfer List and Transfer of Individual Housing Assets.** The Oversight Board hereby approves the Housing Asset Transfer list attached hereto as Exhibit "A" and the transfer of the individual housing assets contained therein by the Successor Agency to the Low and Moderate Income Housing Asset Fund of the Housing Authority.

PASSED AND ADOPTED at a special meeting of the Oversight Board of the Successor Agency to the Irwindale Community Redevelopment Agency, on the 16th day of May, 2013, by the following vote:

AYES:	Boardmembers:	Frick, Hsi, Martinez, Vice Chair Diaz
NOES:	Boardmembers:	None
ABSTAIN:	Boardmembers:	Corpis
ABSENT:	Boardmembers:	Chair Scroggins

Camille Diaz, Vice-Chair

ATTEST:

Laura Nieto, Secretary

APPENDIX 2: HOUSING ASSET LIST

The Housing Asset List, attached on the following pages, shows assets transferred from the former ICRA to the Authority. All transfers were approved by the DOF on September 5, 2012, pursuant to HSC Section 34176.

DEPARTMENT OF FINANCE
HOUSING ASSETS LIST
ASSEMBLY BILL X1 26 AND ASSEMBLY BILL 1484
(Health and Safety Code Section 34176)

Former Redevelopment Agency: Irwindale Community Redevelopment Agency

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

Entity Assuming the Housing Functions of the former Redevelopment Agency: Irwindale Housing Authority

Entity Assuming the Housing Functions Contact Name: Theresa Olivares Title Housing Coordinator Phone (626) 430-2294 E-Mail Address theresao@ci.irwindale.ca.us

Entity Assuming the Housing Functions Contact Name: Eva Contreras Title Finance Manager Phone (626) 430-2221 E-Mail Address econtreras@ci.irwindale.ca.us

All assets transferred to the entity assuming the housing functions between February 1, 2012 and the date the exhibits were created are included in this housing assets list.
The following Exhibits noted with an X in the box are included as part of this inventory of housing assets:

Exhibit A - Real Property	X
Exhibit B - Personal Property	
Exhibit C - Low-Mod Encumbrances	X
Exhibit D - Loans/Grants Receivables	X
Exhibit E - Rents/Operations	
Exhibit F - Rents	
Exhibit G - Deferrals	X

Prepared By: **Eva Contreras**

Date Prepared: **8/1/2012**

Exhibit A - Real Property

Irwindale Housing Authority

Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset or	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant, if	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
1	Land held for development of Low-Mod Housing	Olive Pit (APN 8415-001-906)	3,619,547.00	8,319,959	n/a	No	No	2/1/2012	3,619,547.00	N/A	N/A	08/19/2004	Own & purchased with L/Mod
2	Land held for development of Low-Mod Housing	15848 Juarez Street (APN 8417-028-907)	269,227.48	9,718	9,718	No	No	2/1/2012	269,227.48	N/A	N/A	09/03/2009	Own & purchased with L/Mod
3	Land held for development of Low-Mod Housing	16046 Peppertree Lane (APN 8417-033-955)	325,494.00	6,656	6,656	No	No	2/1/2012	325,494.00	N/A	N/A	07/23/2010	Own & purchased with L/Mod
4	Land held for development of Low-Mod Housing	4618 Nora Avenue (8417-002-007)	310,000.00	20,400	20,400	No	No	2/1/2012	310,000.00	N/A	N/A	01/27/2012	Own & purchased with L/Mod
5	Land held for development of Low-Mod Housing	16203-16233 Arrow Highway (APNs 8619-010-907, 8619-012-905, 8619-012-909)	9,270,000.00	272,564	n/a	No	No	2/1/2012	9,270,000.00	N/A	N/A	01/09/2008	Own & purchased with L/Mod
6	Restrictive Covenant	15844 Hidalgo Street	Unknown	9,183	9,183	Yes	CRL	2/1/2012	50,000.00	N/A	N/A	08/08/2003	Option to Purchase
7	Restrictive Covenant	16058 Central Street	Unknown	5,000 - 9,000	5000 - 9,000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	12/23/2005	Option to Purchase
8	Restrictive Covenant	4820 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	356,600.00	N/A	N/A	12/23/2005	Option to Purchase
9	Restrictive Covenant	4819 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	12/23/2005	Option to Purchase
10	Restrictive Covenant	4823 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	310,600.00	N/A	N/A	12/28/2005	Option to Purchase
11	Restrictive Covenant	4642 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	327,250.00	N/A	N/A	12/28/2005	Option to Purchase
12	Restrictive Covenant	4821 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,842.82	N/A	N/A	12/23/2005	Option to Purchase
13	Restrictive Covenant	4842 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	358,600.00	N/A	N/A	11/18/2010	Option to Purchase
14	Restrictive Covenant	4851 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	310,600.00	N/A	N/A	1/3/2006	Option to Purchase
15	Restrictive Covenant	4817 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	1/3/2006	Option to Purchase
16	Restrictive Covenant	5139 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/22/2006	Option to Purchase
17	Restrictive Covenant	5219 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/22/2006	Option to Purchase
18	Restrictive Covenant	5151 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/26/2006	Option to Purchase
19	Restrictive Covenant	5143 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/29/2006	Option to Purchase
20	Restrictive Covenant	2417 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/3/2007	Option to Purchase
21	Restrictive Covenant	2425 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/29/2006	Option to Purchase
22	Restrictive Covenant	15854 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/29/2006	Option to Purchase
23	Restrictive Covenant	4642 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	12/29/2006	Option to Purchase

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
24	Restrictive Covenant	2421 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/3/2007	Option to Purchase
25	Restrictive Covenant	2469 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
26	Restrictive Covenant	2437 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/9/2007	Option to Purchase
27	Restrictive Covenant	15850 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/9/2007	Option to Purchase
28	Restrictive Covenant	726 Meridian Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/2/2007	Option to Purchase
29	Restrictive Covenant	2445 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
30	Restrictive Covenant	2473 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/5/2007	Option to Purchase
31	Restrictive Covenant	2465 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/2/2007	Option to Purchase
32	Restrictive Covenant	2477 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/4/2007	Option to Purchase
33	Restrictive Covenant	2455 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/5/2007	Option to Purchase
34	Restrictive Covenant	2409 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
35	Restrictive Covenant	2406 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	1/9/2007	Option to Purchase
36	Restrictive Covenant	2413 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/3/2007	Option to Purchase
37	Restrictive Covenant	2461 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/5/2007	Option to Purchase
38	Restrictive Covenant	4838 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/2/2007	Option to Purchase
39	Restrictive Covenant	5135 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/5/2007	Option to Purchase
40	Restrictive Covenant	2430 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/24/2007	Option to Purchase
41	Restrictive Covenant	2474 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/31/2007	Option to Purchase
42	Restrictive Covenant	2410 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/26/2007	Option to Purchase
43	Restrictive Covenant	2402 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	2/5/2007	Option to Purchase
44	Restrictive Covenant	2470 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/31/2007	Option to Purchase
45	Restrictive Covenant	2442 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/31/2007	Option to Purchase
46	Restrictive Covenant	4656 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	2/6/2007	Option to Purchase
47	Restrictive Covenant	2401 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	2/26/2007	Option to Purchase

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48	Restrictive Covenant	2434 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	2/28/2007	Option to Purchase
49	Restrictive Covenant	2424 Park Rose Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,628.00	N/A	N/A	9/22/2003	Option to Purchase
50	Restrictive Covenant	15828 Juarez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,999.50	N/A	N/A	4/14/2004	Option to Purchase
51	Restrictive Covenant	2125 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,571.90	N/A	N/A	2/5/2004	Option to Purchase
52	Restrictive Covenant	15830 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	6/30/2004	Option to Purchase
53	Restrictive Covenant	18075 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	50,000.00	N/A	N/A	4/16/2004	Option to Purchase
54	Restrictive Covenant	2141 Park Rose Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	98,288.95	N/A	N/A	4/16/2004	Option to Purchase
55	Restrictive Covenant	2440 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,725.95	N/A	N/A	4/16/2004	Option to Purchase
56	Restrictive Covenant	4608 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,941.90	N/A	N/A	5/14/2004	Option to Purchase
57	Restrictive Covenant	15823 Juarez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,435.95	N/A	N/A	6/30/2004	Option to Purchase
58	Restrictive Covenant	16133 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,619.95	N/A	N/A	6/30/2004	Option to Purchase
59	Restrictive Covenant	2415 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,965.95	N/A	N/A	9/30/2004	Option to Purchase
60	Restrictive Covenant	16164 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,995.90	N/A	N/A	10/4/2004	Option to Purchase
61	Restrictive Covenant	16134 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,876.90	N/A	N/A	9/30/2004	Option to Purchase
62	Restrictive Covenant	16134 Central Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,295.95	N/A	N/A	11/24/2004	Option to Purchase
63	Restrictive Covenant	16135 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,976.90	N/A	N/A	9/30/2004	Option to Purchase
64	Restrictive Covenant	16169 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,816.90	N/A	N/A	10/4/2004	Option to Purchase
65	Restrictive Covenant	16148 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,999.95	N/A	N/A	9/30/2004	Option to Purchase
66	Restrictive Covenant	2439 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,996.90	N/A	N/A	12/14/2004	Option to Purchase
67	Restrictive Covenant	16144 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,970.95	N/A	N/A	4/29/2005	Option to Purchase
68	Restrictive Covenant	737 Shrode Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,995.90	N/A	N/A	12/14/2004	Option to Purchase
69	Restrictive Covenant	16024 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	4/29/2005	Option to Purchase
70	Restrictive Covenant	2401 Ruela Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,990.95	N/A	N/A	12/14/2004	Option to Purchase
71	Restrictive Covenant	4611 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,634.95	N/A	N/A	12/23/2004	Option to Purchase

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72	Restrictive Covenant	4617 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,661.90	N/A	N/A	12/14/2004	Option to Purchase
73	Restrictive Covenant	5113 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,011.90	N/A	N/A	12/14/2004	Option to Purchase
74	Restrictive Covenant	2412 Citrus View	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,956.90	N/A	N/A	9/20/2006	Option to Purchase
75	Restrictive Covenant	16081 Calle del Norte	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	9/20/2005	Option to Purchase
76	Restrictive Covenant	5105 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,904.90	N/A	N/A	8/16/2006	Option to Purchase
77	Restrictive Covenant	4653 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,754.90	N/A	N/A	9/12/2006	Option to Purchase
78	Restrictive Covenant	16165 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,801.90	N/A	N/A	5/3/2005	Option to Purchase
79	Restrictive Covenant	16145 Pepertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,502.23	N/A	N/A	9/16/2004	Option to Purchase
80	Restrictive Covenant	16044 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	7/10/2006	Option to Purchase
81	Restrictive Covenant	16051 Olive Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,176.90	N/A	N/A	7/10/2006	Option to Purchase
82	Restrictive Covenant	16050 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	101,587.95	N/A	N/A	7/10/06	Option to Purchase
83	Restrictive Covenant	4636 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	12/1/2004	Option to Purchase
84	Restrictive Covenant	16047 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,867.95	N/A	N/A	1/11/2005	Option to Purchase
85	Restrictive Covenant	16140 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	4/12/2005	Option to Purchase
86	Restrictive Covenant	16124 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,668.95	N/A	N/A	5/1/2007	Option to Purchase
87	Restrictive Covenant	16161 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,955.90	N/A	N/A	11/8/2006	Option to Purchase
88	Restrictive Covenant	16039 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,913.40	N/A	N/A	10/6/2006	Option to Purchase
89	Restrictive Covenant	4611 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	117,656.52	N/A	N/A	10/5/2006	Option to Purchase
90	Restrictive Covenant	4647 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	128,346.90	N/A	N/A	7/10/2006	Option to Purchase
91	Restrictive Covenant	16055 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,524.90	N/A	N/A	3/30/2005	Option to Purchase
92	Restrictive Covenant	4612 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	129,255.95	N/A	N/A	8/11/2005	Option to Purchase
93	Restrictive Covenant	4825 Calle del Sur	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	7/6/2006	Option to Purchase
94	Restrictive Covenant	16160 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	129,018.46	N/A	N/A	1/8/2007	Option to Purchase
95	Restrictive Covenant	16129 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	5/1/2007	Option to Purchase

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96	Restrictive Covenant	4870 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	4/26/2007	Option to Purchase
97	Restrictive Covenant	16066 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	57,698.95	N/A	N/A	4/26/2007	Option to Purchase
98	Restrictive Covenant	16109 Central Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	5/1/2007	Option to Purchase
99	Restrictive Covenant	4622 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,990.95	N/A	N/A	7/31/2007	Option to Purchase
100	Restrictive Covenant	5247 Morada Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	10/30/2006	Option to Purchase
101	Restrictive Covenant	4816 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,833.50	N/A	N/A	11/28/2006	Option to Purchase
102	Restrictive Covenant	16071 Calle del Norte	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	127,456.95	N/A	N/A	9/7/2006	Option to Purchase
103	Restrictive Covenant	16027 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,941.95	N/A	N/A	7/12/2006	Option to Purchase
104	Restrictive Covenant	4635 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,343.95	N/A	N/A	4/3/2007	Option to Purchase
105	Restrictive Covenant	16147 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	9/13/2007	Option to Purchase
106	Restrictive Covenant	4841 Calle del Sur	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,910.00	N/A	N/A	12/18/2007	Option to Purchase
107	Restrictive Covenant	16038 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	7/9/2009	Option to Purchase
108	Restrictive Covenant	16128 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	52,903.19	N/A	N/A	8/9/2009	Option to Purchase
109	Restrictive Covenant	2446 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	11/3/2009	Option to Purchase

a/ Asset types may include low-mod housing, mixed-income housing, low-mod housing with commercial space, mi

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirement

Exhibit B - Personal Property

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Description	Carrying Value of Asset	Date of transfer to Housing Successor Agency	Acquisition cost funded with Low-Mod Housing Fund monies	Acquisition costs funded with other RDA funds	Acquisition costs funded with non-RDA funds	Date of acquisition by the former RDA
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a/ Asset types any personal property provided in residences, including furniture and appliances, all housing-related files and loan documents, office supplies, software licenses, and mapping programs, that were acquired for low and moderate income housing purposes, either by purchase or through a loan, in whole or in part, with any source of funds.

Exhibit C - Low-Mod Encumbrances

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of housing built or acquired with enforceably obligated funds a/	Date contract for Enforceable Obligation was executed	Contractual counterparty	Total amount currently owed for the Enforceable Obligation	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Current owner of the property	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition of the property
1	Senior Low/Mod Rental Apartments	3/23/2011	The Northridge Group inc.	1,334,000	Yes	California Redevelopment Law	Irwindale Housing Authority	$1,987,000	N/A	N/A	11/14/2011
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a/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit D - Loans/Grants Receivables

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
1	Loan	168,600.00	12/23/2005	For personal information about loan recipients, contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050	(b)	3.00%	118,020.00
2	Loan	358,600.00	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory	12/23/2050	(b)	3.00%	251,020.00
3	Loan	168,600.00	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050	(b)	3.00%	118,020.00
4	Loan	310,600.00	12/28/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/28/2050	(b)	3.00%	217,420.00
5	Loan	327,250.00	12/28/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/28/2050	(b)	3.00%	229,075.00
6	Loan	313,842.82	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050	(b)	3.00%	222,409.38
7	Loan	358,600.00	11/18/2010	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	11/18/2055	(b)	3.00%	251,020.00
8	Loan	310,600.00	1/3/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2051	(b)	3.00%	217,420.00
9	Loan	168,600.00	1/3/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2051	(b)	3.00%	118,020.00
10	Loan	169,000.00	12/22/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/22/2051	(b)	3.00%	126,750.00
11	Loan	169,000.00	12/22/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/22/2051	(b)	3.00%	126,750.00
12	Loan	313,000.00	12/26/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/26/2051	(b)	3.00%	234,750.00
13	Loan	169,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	126,750.00
14	Loan	313,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	234,750.00
15	Loan	313,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	234,750.00
16	Loan	313,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	234,750.00

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
17	Loan	291,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	218,250.00
18	Loan	363,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	272,250.00
19	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
20	Loan	363,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	272,250.00
21	Loan	313,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	234,750.00
22	Loan	363,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	272,250.00
23	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
24	Loan	363,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	272,250.00
25	Loan	157,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	117,750.00
26	Loan	291,000.00	1/4/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/4/2052	(b)	3.00%	218,250.00
27	Loan	363,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	272,250.00
28	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
29	Loan	169,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	126,750.00
30	Loan	337,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	252,750.00
31	Loan	313,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	234,750.00
32	Loan	291,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	218,250.00
33	Loan	313,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	234,750.00

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34	Loan	157,000.00	1/24/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/24/2052	(b)	3.00%	117,750.00
35	Loan	313,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	234,750.00
36	Loan	337,000.00	1/26/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/26/2052	(b)	3.00%	252,750.00
37	Loan	291,000.00	2/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/5/2052	(b)	3.00%	218,250.00
38	Loan	157,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	117,750.00
39	Loan	337,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	252,750.00
40	Loan	337,000.00	2/6/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/6/2052	(b)	3.00%	269,600.00
41	Loan	291,000.00	2/26/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/26/2052	(b)	3.00%	232,800.00
42	Loan	313,000.00	2/28/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/28/2052	(b)	3.00%	250,400.00
43	Loan	25,000.00	5/31/1995	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,000.00
44	Loan	25,000.00	9/21/1995	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,000.00
45	Loan	25,960.00	2/12/1997	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,960.00
46	Loan	7,576.00	2/13/1997	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	7,576.00
47	Loan	4,440.00	6/11/1998	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	4,440.00
48	Loan	15,990.00	6/22/1998	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	15,990.00
49	Loan	42,545.00	7/13/1999	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	42,545.00
50	Loan	99,628.00	9/22/2003	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/22/2048	(b)	3.00%	64,758.20

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51	Loan	99,999.50	4/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/14/2049	(b)	3.00%	59,999.70
52	Loan	49,571.90	2/5/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	2/5/2014	(b)	2.00%	9,914.38
53	Loan	35,000.00	4/11/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/11/2014	(b)	6.00%	10,000.00
54	Loan	100,000.00	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	60,000.00
55	Loan	50,000.00	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2014	(b)	2.00%	10,000.00
56	Loan	98,288.95	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2049	(b)	3.00%	58,973.37
57	Loan	99,725.95	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2049	(b)	3.00%	59,835.57
58	Loan	99,941.90	5/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/14/2049	(b)	3.00%	64,962.24
59	Loan	99,435.95	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	64,633.37
60	Loan	99,619.95	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	64,752.97
61	Loan	99,965.95	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,977.87
62	Loan	99,995.90	10/4/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/4/2049	(b)	3.00%	64,997.34
63	Loan	99,876.90	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,919.99
64	Loan	99,295.95	11/24/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/24/2049	(b)	3.00%	64,542.37
65	Loan	99,976.90	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,984.99
66	Loan	99,816.90	10/4/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/4/2049	(b)	3.00%	64,880.99
67	Loan	99,999.95	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,999.97

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68	Loan	49,996.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2014	(b)	2.00%	17,498.92
69	Loan	99,970.95	4/29/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/29/2050	(b)	3.00%	64,981.12
70	Loan	99,995.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,997.34
71	Loan	100,000.00	4/29/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/29/2050	(b)	3.00%	65,000.00
72	Loan	49,990.95	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2014	(b)	2.00%	17,496.83
73	Loan	99,634.95	12/23/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/23/2049	(b)	3.00%	64,762.72
74	Loan	99,661.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,780.24
75	Loan	99,011.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,357.74
76	Loan	49,956.90	9/20/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/20/2016	(b)	2.00%	17,484.92
77	Loan	100,000.00	9/20/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/20/2050	(b)	3.00%	70,000.00
78	Loan	99,904.90	8/16/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/16/2051	(b)	3.00%	69,933.43
79	Loan	99,754.90	9/12/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/12/2051	(b)	3.00%	74,816.18
80	Loan	99,801.90	5/3/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/3/2050	(b)	3.00%	74,851.43
81	Loan	100,502.23	9/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/16/2049	(b)	3.00%	75,376.67
82	Loan	135,000.00	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	101,250.00
83	Loan	59,176.90	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2016	(b)	2.00%	29,588.45
84	Loan	101,587.95	7/10/06	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	76,190.96

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85	Loan	100,000.00	12/1/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/1/2049	(b)	3.00%	70,000.00
86	Loan	99,867.95	1/11/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	1/11/2050	(b)	3.00%	74,900.96
87	Loan	60,000.00	4/12/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/12/2015	(b)	2.00%	30,000.00
88	Loan	134,668.95	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2052	(b)	3.00%	101,001.71
89	Loan	99,955.90	11/8/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/8/2051	(b)	3.00%	74,966.93
90	Loan	59,913.40	10/6/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/6/2016	(b)	2.00%	29,956.70
91	Loan	117,656.52	10/5/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/5/2051	(b)	3.00%	88,242.39
92	Loan	128,346.90	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	96,260.18
93	Loan	59,524.90	3/30/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	3/30/2015	(b)	2.00%	35,714.94
94	Loan	129,255.95	8/11/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/11/2050	(b)	3.00%	96,941.96
95	Loan	135,000.00	7/6/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/6/2051	(b)	3.00%	101,250.00
96	Loan	129,018.46	1/8/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	1/8/2052	(b)	3.00%	96,763.85
97	Loan	135,000.00	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2052	(b)	3.00%	101,250.00
98	Loan	135,000.00	4/26/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/26/2052	(b)	3.00%	101,250.00
99	Loan	57,698.95	4/26/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/26/2017	(b)	2.00%	43,274.21
100	Loan	60,000.00	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2017	(b)	2.00%	30,000.00
101	Loan	134,990.95	7/31/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/31/2052	(b)	3.00%	101,243.21

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102	Loan	135,000.00	10/30/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/30/2051	(b)	3.00%	101,250.00
103	Loan	59,833.50	11/28/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/28/2051	(b)	2.00%	29,916.75
104	Loan	127,466.95	9/7/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/7/2051	(b)	3.00%	101,973.56
105	Loan	134,941.95	7/12/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/12/2051	(b)	3.00%	107,953.56
106	Loan	134,343.95	4/3/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/3/2052	(b)	3.00%	114,192.36
107	Loan	135,000.00	9/13/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/13/2052	(b)	3.00%	108,000.00
108	Loan	134,910.00	12/18/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/18/2052	(b)	3.00%	114,673.50
109	Loan	60,000.00	7/9/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/9/2019	(b)	2.00%	48,000.00
110	Loan	52,903.19	8/9/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/9/2019	(b)	2.00%	42,322.55
111	Loan	135,000.00	11/3/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/3/2054	(b)	3.00%	108,000.00

Footnotes:

(a) At the conclusion of the 10 year time period from the date the loan was issued, the accrued interest is deemed paid in full by the owner/borrower and the indebtedness secured by the Note is the principal amount only.

(b) Note Amount is deferred and forgiven at the end of the Affordability Period unless and except and Event of Acceleration requires the loan to become due and payable.

Exhibit E - Rents/Operations

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which they payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent/operation is associated with (if applicable)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

a/ May include revenues from rents, operation of properties, residual receipt payments from developers, conditional grant repayments, costs savings and proceeds from refinancing, and principal and interest payments from homebuyers subject to enforceable income limits.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit F - Rents

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which the payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent is associated with (if applicable)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

a/ May include rents or home loan payments.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit G - Deferrals

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Purpose for which funds were deferred	Fiscal year in which funds were deferred	Amount deferred	Interest rate at which funds were to be repaid	Current amount owed	Date upon which funds were to be repaid
1	SERAF payments pursuant to HSC Sections 33690(c)(1)	2009-10	5,988,407.00	0%	1,152,737.00	6/30/2015
2	SERAF payments pursuant to HSC 33690.5(c)(1)	2010-11	1,232,907.00	0%	1,232,907.00	6/30/2016
3	See footnote (a) below.	2010-11	11,844,747.00	4.50%	11,287,738	10 Years Ending Sept 2010

Footnotes:

(a) On September 22, 2010, the former Redevelopment Agency documented a real estate transaction that effectively resulted in the creation of a $11,844,747 loan amount due from the Agency's non-housing Tax Increment Fund to the Agency's Low-Mod Housing Fund. In accordance with California Redevelopment Law, if a redevelopment purchased land using Low-Mod Housing Funds originally intended for the development of affordable housing, but ultimately determined that the land was not suitable for affordeable housing, the redevelopment agency was required to repay the Low-Mod Housing Fund. This loan receivable has been appropriately reported to the California Department of Housing & Community Development (HCD) as part of the former Agency's 2010-11 annual HCD reporting requirements. The Agency initially purchased a 22.9 acre site from Vulcan Materials using 78.725% Housing Fund monies and 21.275% non-housing funds for a total purchase price of $10,201,126 ($8,030,825 + $2,170,301). The Agency intended to develop housing on an area of the site consistent with the percentage of Housing Funds invested. After further contemplation by the Agency Board and understanding the fact that the site is predominately surrounded by industrial sites as well as a railway line that experienced a derailment, causing debris to spill into the site, the Agency Board changed direction on the use of the site. Instead, it marketed the site for industrial uses, which resulted in attracting a low-impact, more appropriate use of the site for development of an industrial/office building.

The Disposition and Development Agreement (DDA) between the Agency and the developer/operator required the operator to pay the Agency $15,046,000 for the site. The fair market value of the site at the time of the sale was determined at $18,460,000, based on a February 24, 2009 appraisal by Parkcenter Realty Advisors, but higher than the reuse value developed by Keyser Marston Associates, Inc. of $14,911,000. As such, the land write-down was booked and attributed 100% to the Agency's non-housing funds, keeping the Low-Mod Housing Fund whole through a loan from the Agency's non-housing Tax Increment Fund to the Low-Mod Housing Fund requiring the repayment to the Housing Fund of the entire appraised fair market value of the site as DDA payments are made by the operator.

DDA payments to the Agency's non-housing fund and Low-Mod Housing Fund per the DDA is on an installment basis, with $677,070 ($533,023 Housing + $144,047 Non-housing) as the down payment and $14,368,930 ($11,311,724 Housing + $3,057,206 Non-housing) through the Agency Note, having a term of 10 years at 4.50% interest. Through the payments from the Agency Note, the Low-Mod Housing Fund will ultimately be re-paid a total of $16,067,301 (unless repaid sooner), which represents its entire interest in the site, based on the appraised value described above, plus accrued interest per the Agency Note.

APPENDIX 3: SENATE BILL 341 REPORT

Senate Bill 341 requires successor housing entities to prepare an annual report detailing compliance with new expenditure limitations and other information ("SB 341 Report"), including:

- Amounts deposited into the LMIHAF;
- Statement of the balance of the LMIHAF;
- Description of expenditures by category;
- Statutory value of real property;
- Description of transfers;
- Description of projects that receive funding through the Successor Agency's Recognized Obligation Payment Schedule (ROPS);
- Status of properties pursuant to a five-year disposition period;
- Update on inclusionary and replacement housing obligations;
- Compliance with five-year expenditure obligations;
- Percentage of senior deed-restricted units; and
- Amount of excess surplus.

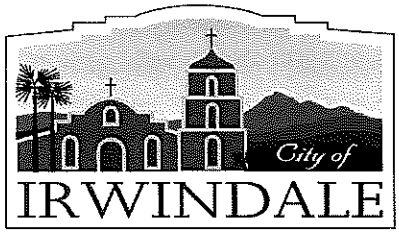
Additionally, Assembly Bill 1793 requires that the report include an inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants, restrictions, or an adopted program that protects the former redevelopment agency's investment of LMIHAF moneys.

Authority staff is in the process of auditing its financials and other information. The SB 341 report will be prepared under separate cover for submission to HCD by the end of 2016.

APPENDIX 4: 2016 LOS ANGELES COUNTY MAXIMUM RENTAL HOUSING COST LIMITS

Los Angeles County - 2016
Affordable Rental Housing Cost Limits

			Extremely Low-Income		Very Low-Income		Low-Income			Moderate-Income		
Median Income	Number of Persons	Number of Bedrooms	Qualifying Income Limit	Max. Rent *30% X 30%*	Qualifying Income Limit	Max. Rent *30% X 50%*	Qualifying Income Limit	Maximum Rent Range *30% X 60%*	Maximum Rent Range *30% X 80%*	Qualifying Income Limit	Maximum Rent Range *30% X 110%*	Maximum Rent Range *30% X 120%*
		H&S Code 50052.5 (h)		*H&S Code 50053.(b)(1)*		*H&S Code 50053.(b)(2)*		*H&S Code 50053.(b)(3)*			*H&S Code 50053.(b)(4)*	
$45,350	One	Studio	$18,250	$340	$30,400	$567	$48,650	$680	$1,216	$54,450	$1,247	$1,361
$51,850	Two	One	$20,850	$389	$34,750	$648	$55,600	$778	$1,390	$62,200	$1,426	$1,555
$58,300	Three	Two	$23,450	$437	$39,100	$729	$62,550	$875	$1,564	$70,000	$1,603	$1,750
$64,800	Four	Three	$26,050	$486	$43,400	$810	$69,450	$972	$1,736	$77,750	$1,782	$1,944
$70,000	Five	Four	$28,440	$525	$46,900	$875	$75,050	$1,050	$1,876	$83,950	$1,925	$2,099
$75,150	Six	Five	$32,850	$564	$50,350	$939	$80,600	$1,127	$2,015	$90,200	$2,067	$2,255
$80,350	Seven	Six	$36,730	$603	$53,850	$1,004	$86,150	$1,205	$2,154	$96,400	$2,210	$2,410
$85,550	Eight	Seven	$40,890	$642	$57,300	$1,069	$91,700	$1,283	$2,293	$102,650	$2,745	$2,566



HOUSING SUCCESSOR COMPLIANCE REPORT

IRWINDALE HOUSING AUTHORITY

Report for Fiscal Year 2015-2016

Prepared Pursuant to Health and Safety Code Section 34176.1

December 8, 2016

RSG
BETTER COMMUNITIES.
BOLDER FUTURES.

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INTRODUCTION

REDEVELOPMENT DISSOLUTION

As a result of Assembly Bill ("AB") x1 26, all redevelopment agencies in California were dissolved on February 1, 2012. This dramatic change to property tax finance has resulted in the complete elimination of the major source of local, publicly generated dollars earmarked for affordable housing. Thus, housing authorities were left in a challenging position – the need for them is greater than ever, but a key funding source has been eliminated.

On August 27, 1987, the City Council of the City of Irwindale ("City Council") approved Resolution No. 87-15-1117, establishing the Irwindale Housing Authority ("Housing Authority"). The Housing Authority now administers housing assets transferred from the former Irwindale Community Redevelopment Agency ("ICRA") in 2012.

The ICRA dissolved on February 1, 2012, pursuant to the Dissolution Act enacted by AB x1 26 and 1484 (Parts 1.8 and 1.85 of the California Health and Safety Code, or "H&SC"). Pursuant to Resolution No. 2012-09-2548, on January 11, 2012, the City of Irwindale ("City") elected to designate the Housing Authority as the "housing successor", an entity that accepts the housing assets and liabilities of a former redevelopment agency. The Housing Authority thereby inherited all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the former ICRA. All former ICRA housing assets and liabilities were transferred to the Housing Authority through the Housing Asset Transfer Form submitted to the California Department of Finance ("DOF") on August 1, 2012. On September 5, 2012, DOF issued a letter stating that it did not object to any of the transfers.

It is important to note that, although the Housing Authority inherited the ICRA's assets and functions, it does not have an ongoing financing mechanism to maintain them, like the ICRA had. The former ICRA primarily funded projects with Low and Moderate Income Housing Funds generated by redevelopment tax increment; this tool was abolished with the dissolution of redevelopment.

ASSET TRANSFERS TO THE HOUSING SUCCESSOR

According to H&SC Section 34176(e), housing assets may include the following:

- Real property
- Restrictions on the use of property

- Personal property in a residence
- Housing-related files
- Office supplies and software programs acquired for low- and moderate-income housing purposes
- Funds encumbered by an enforceable obligation
- Loans or grants receivable funded from the former Low and Moderate Income Housing Fund
- Funds derived from rents or operation of properties acquired for low- and moderate-income housing purposes
- Rents or payments from housing tenants or operators of low- and moderate-income housing
- Repayment of Supplemental Educational Revenue Augmentation Fund ("SERAF") loans

REPORTING REQUIREMENTS OF H&SC SECTION 34176.1(f)

Commencing January 1, 2014, H&SC Section 34176.1(f) requires the preparation of an annual report ("Housing Successor Compliance Report") for housing successors that received assets and other duties from a former redevelopment agency. Originally created by Senate Bill 341 ("SB 341") and later amended by AB 1793, the law describes the contents of these annual reports, as well as the context of this information relative to various compliance periods. The purpose of the report is to provide the public information regarding the use of all former redevelopment agency housing assets, which are kept in a separate fund known as the Low and Moderate Income Housing Asset Fund ("Housing Asset Fund" or "Housing Asset Funds").

For most housing successors, the annual report is prepared at the same time as the annual audit also required by law, and must contain the following information:

1. Total amount deposited in the Housing Asset Fund during the fiscal year
2. Statement of balance at the close of the fiscal year
3. Description of expenditures for the fiscal year, categorized as follows:
    a. Rapid rehousing for homelessness prevention (up to $250,000 per year allowable)

b. Administrative and monitoring expenses (up to the greater of $200,000 or 5 percent of the statutory value of real property owned by the housing successor and of loans and grants receivable allowable)

c. Development of affordable housing, which must be reported by the amount spent for each income group (extremely low-, very low-, and low-income)

4. Other "portfolio" balances

   a. Statutory value of any real property either transferred from the former ICRA or purchased by the housing successor; note that the housing successor may only hold property for five years

   b. Value of loans and grants receivable, including loans and grants transferred from the former ICRA and made by the housing successor

5. Descriptions of any transfers to another housing successor for a joint project

6. Description of any project still funded through the Recognized Obligation Payment Schedule ("ROPS")

7. Update on property disposition for any property owned more than five years or plans for property owned less than five years

8. Description of any outstanding production obligations of the former redevelopment agency that were inherited by the housing successor

9. Compliance with proportionality requirements (income group targets); compliance must be met for five-year periods

10. Percentage of deed-restricted rental housing restricted to seniors and assisted by the housing successor, the former ICRA, and the City within the past 10 years, compared to the total number of units assisted by these three agencies within the past 10 years

11. Amount of excess surplus, and if any, the plan for eliminating it

12. An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants, restrictions, or an adopted program that protects the investment of moneys from the Low and Moderate Income Housing Fund; the inventory must include the following information: number of units, any units lost since dissolution, any funds returned to the housing successor as a result of the program, and the name of any entity contracted to manage the units

LOW AND MODERATE INCOME HOUSING ASSET FUND

The Low and Moderate Income Housing Asset Fund replaces the former ICRA's Low and Moderate Income Housing Fund. The Housing Asset Fund includes all assets that were transferred from the ICRA to the Housing Authority via the Housing Asset Transfer Form, which included the following:

1. Real properties
2. Affordable housing covenants
3. Loan receivables
4. Supplemental Educational Revenue Augmentation Fund Loan repayments

HOUSING ASSET FUND DEPOSITS AND ENDING BALANCE

During Fiscal Year 2015-16, the Housing Authority deposited approximately $1.0 million into the Housing Asset Fund and sold three properties for approximately $1.1 million less than the purchase amount in exchange for affordable housing covenants, resulting in total annual revenues of -$74,828 (less than zero). Table 1 details the sources of revenue. There were no deposits into the Housing Asset Fund related to the ROPS.

Fiscal Year 2015-16 Housing Asset Fund Deposits **Table 1**
Irwindale Housing Authority

Balance Type	Amount
Interest	$ 74,246
Principal Payment from Olive Pit Loan	413,400
Interest Payment from Olive Pit Loan	45,497
Contributions	496,326
Encumbrance of Housing Funds to Secure Covenants	(1,104,297)
TOTAL	**$ (74,828)**

At the close of Fiscal Year 2015-16, the ending balance in the Housing Asset Fund was $27,671,870, of which $22,229,629 was not encumbered for an affordable housing project called the Mayans Project. A Disposition and Development Agreement (DDA) executed on December 18, 2013 encumbered assets for the Mayans Project. Given that the assets were encumbered prior to the January 1, 2014 effective date of SB 341, these assets are not subject to the requirements mandated by H&SC Section 34176.1. The ending balance is detailed by category in Table 2 below.

Fiscal Year 2015-16 Housing Asset Fund Ending Balance **Table 2**
Irwindale Housing Authority

Balance Type	Amount	
Cash	$	1,307,946
Local Agency Investment Fund (LAIF)		12,672,719
Interest Receivable		20,192
Loans Receivable		10,246,760
Prepaid Items		27,071
Advance to General Fund		3,748,156
Real Property		9,953,494
Accounts Payable		(30,152)
Deferred Revenues		(10,246,760)
Deferred Revenues - Olive Pit Loan		(27,556)
Subtotal	$	27,671,870
Encumbrances		
Real Property Encumbered for Mayans Project[1]	$	(683,494)
Funds Encumbered for Mayans Project[1]		(4,758,746)
TOTAL	**$**	**22,229,629**

[1] Pursuant to a Disposition and Development Agreement (DDA) executed on December 18, 2013, the following assets were encumbered for an affordable housing project called the Mayans Project: four properties currently in the Housing Asset Fund (15848 Juarez Street, 4618 Nora Avenue, 4622 Nora Avenue, and 5130 Irwindale Avenue, the value of which totals $683,494.48) and $5.75 million (of which $991,254.00 was spent in FY 2015-16, resulting in $4,758,746.00 remaining as of the end of Fiscal Year 2015-16). Given that these properties and funds were encumbered prior to the January 1, 2014 effective date of SB 341, these properties and funds are not subject to the requirements mandated by California Health and Safety Code Section 34176.1.

EXPENDITURES

The law provides the following guidelines for expenditures from the Housing Asset Fund:

1. Administrative costs, which include housing monitoring expenses, are capped at $200,000 or 5% of the statutory value of real property owned by the housing successor and of loans and grants receivable, whichever is greater.

2. A housing successor is authorized to spend up to $250,000 per year on rapid rehousing solutions for homelessness prevention if the former ICRA did not have any outstanding housing production requirements. At redevelopment dissolution, the former ICRA had an outstanding obligation of 12 replacement bedrooms, 6 of which the Housing Authority has fulfilled. Until the Housing Authority replaces the remaining replacement bedrooms, it is not permitted to make expenditures on rapid rehousing.

3. Remaining expenditures must be spent to develop housing affordable to households earning 80% or less of the area median income ("AMI"). This means that no funding may be spent on moderate-income households, as was previously allowable by redevelopment law. Of the money expended, a minimum of 30% must go towards rental housing for households earning 30% or less of the AMI, and a maximum of 20% may go towards households earning between 60% and 80% of the AMI.

   Note that housing successors must report expenditures by household income category each year, but compliance is measured every five years. For example, a housing successor could spend all of its funds in a single year on households earning between 60% and 80% of the AMI, as long as it was 20% or less of the total expenditures during the entire five-year compliance period.

The first compliance period runs from January 1, 2014 through Fiscal Year 2018-19 (and thus is actually 5.5 years). To reflect progress to date, Table 3 shows Housing Asset Fund expenditures between January 1, 2014 and the end of FY 2015-16. Please note that the Housing Successor Compliance Reports for Fiscal Years 2013-14 and 2014-15 incorrectly categorized some of the Housing Asset Fund expenditures; Table 3 correctly shows that all Housing Fund expenditures since January 1, 2014 have been administrative and monitoring expenditures.

Housing Asset Fund Expenditures **Table 3**

Irwindale Housing Authority

H&SC Section 34176.1 Compliance by Fiscal Year	Admin/ Monitoring[1]	Rapid Rehousing	Ext. Low Rental Units[2]	Other Units[2]	Ext. Low <30% AMI[2]	Very Low 30-60% AMI[2]	Low 60-80% AMI[2]
FY 2015-16 Expenditures	$250,223	$0	$0	$0	$0	$0	$0
FY 2015-16 Limitations[3]	$1,163,246	$250,000	>30%	<70%	>30%	N/A	<20%
Compliant (Yes/No)	**YES**	**YES**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
FY 2014-15 Expenditures	$154,491	$0	$0	$0	$0	$0	$0
FY 2014-15 Limitations[3]	$472,194	$250,000	>30%	<70%	>30%	N/A	<20%
Compliant (Yes/No)	**YES**	**YES**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
FY 2013-14 Expenditures[4]	$511,361	$0	$0	$0	$0	$0	$0
FY 2013-14 Limitations[3,4]	$514,278	$250,000	>30%	<70%	>30%	N/A	<20%
Compliant (Yes/No)	**YES**	**YES**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**

[1] Annual administrative and monitoring expenditures are capped at $200,000 or a percentage of the statutory value of the housing successor's real property and loans and grants receivable, whichever is greater; the percentage is 2% in Fiscal Years 2013-14 and 2014-15 and 5% thereafter. Thus, the cap can vary each year, as it has in Irwindale's case.

[2] The amounts shown in the above table exclude expenditures that were made pursuant to the Disposition and Development Agreement (DDA) for an affordable housing project called the Mayans Project, which totaled $991,254 in FY 2015-16. The effective date of the DDA was prior to the January 1, 2014 effective date of SB 341. Thus, the properties and funds encumbered pursuant to the DDA are not subject to the requirements mandated by California Health and Safety Code Section 34176.1.

[3] The SB 341 limitations on expenditures by household income category are not annual limitations, but rather limitations for aggregate expenditures during each five-year compliance period.

[4] SB 341 expenditure requirements are effective as of January 1, 2014. Thus, Fiscal Year 2013-14 expenditures shown in the table above include expenditures between only January and June 2014.

STATUTORY VALUE OF REAL PROPERTIES AND LOAN RECEIVABLES

The Housing Authority must report on the statutory value of real property and loans and grants transferred from the former ICRA to the Housing Asset Fund, as well as real property purchased with Housing Asset Fund monies and loans and grants made by the housing successor, shown in Table 4.

Fiscal Year 2015-16 Real Properties and Receivables **Table 4**
Irwindale Housing Authority

Asset	Amount
Real Properties [1]	
16203, 16223, 16233 Arrow Hwy	$9,270,000
Subtotal	*$9,270,000*
Loan Receivables	
Housing Subsidy Loans	$7,432,529
Housing Rehabilitations Loans	2,796,914
Option Assignment Loan	10,000
Property Tax Loans	6,566
Property Settlement Loan	750
Advance to General Fund (Olive Pit Sale)	3,748,156
Subtotal	*$13,994,916*
Total	**$23,264,916**

[1] The Olive Pit was listed on the Housing Asset Transfer Form, but not included in the above list of real properties, because the property was sold to the City of Irwindale on January 9, 2013. The properties located at 15848 Juarez Street, 16046 Peppertree Lane, and 4618 Nora Avenue were also listed on the Housing Asset Transfer Form, but not included in the above list of real properties, because these properties are or will be part of an affordable housing project called the Mayans Project, pursuant to the Disposition and Development Agreement (DDA) executed on December 18, 2013. Additionally, the properties located at 4622 Nora Avenue and 5130 Irwindale Avenue were purchased with housing successor funds after January 1, 2014 but are not included in the above list of real properties, as these properties will be included in the Mayans Project pursuant to the DDA. The properties encumbered for the Mayans Project pursuant to the DDA are not subject to the requirements mandated by California Health and Safety Code Section 34176.1, because the properties were encumbered prior to the January 1, 2014 effective date of SB 341.

MONEY TRANSFERS FOR JOINT PROJECTS

The law requires housing successors to provide (a) a description of any transfers made to other housing successors for joint projects and (b) a description of and status update on any project for which transferred funds have been or will be expended if that project has not yet been placed in service. No transfers of monies have been made by the Housing Authority from the time the Dissolution Act was implemented (February 1, 2012) through June 30, 2016.

PROJECTS FUNDED THROUGH RECOGNIZED OBLIGATION PAYMENTS SCHEDULES

The law requires housing successors to provide a description of (a) any project for which the housing successor receives or holds property tax revenue received pursuant to ROPS and (b) the status of that project. In Fiscal Year 2015-16, the Housing Authority did not receive any property tax revenue for projects pursuant to ROPS.

PROPERTY DISPOSITION COMPLIANCE

H&SC Section 34176(e) requires that all real properties acquired by the ICRA prior to February 1, 2012 and transferred to the Housing Authority be developed pursuant to the requirements detailed in H&SC Section 33334.16. Thus, all properties that fall within these parameters must be developed for affordable housing purposes within five years from the date DOF approved the Housing Asset Transfer Form, which is September 5, 2017 in the Housing Authority's case. If the Housing Authority is unable to develop these properties within the five-year period, the law does allow for a five-year extension via adoption of a resolution.

One property, consisting of three parcels located at 16203, 16223, and 16233 Arrow Highway, is still held in the Housing Asset Fund and subject to the law. Purchased by the former ICRA in 2008, the Housing Authority and City entered into a DDA with Panattoni Development Company on August 14, 2013, and amended the DDA on June 10, 2015. The DDA stipulates that Panattoni will purchase the site and develop it for industrial uses that meet the economic development needs of the City, as this site is better suited for industrial use rather than housing. The Housing Authority will receive fair market value for the property and, upon the close of escrow, have the sales proceeds available to assist in the development of affordable housing. Because the original DDA was executed prior to the January 1, 2014 effective date of SB 341, these sales proceeds will be available for funding a wider range of affordable housing projects than allowable by H&SC Section 34176.1.

OUTSTANDING INCLUSIONARY AND REPLACEMENT HOUSING OBLIGATIONS

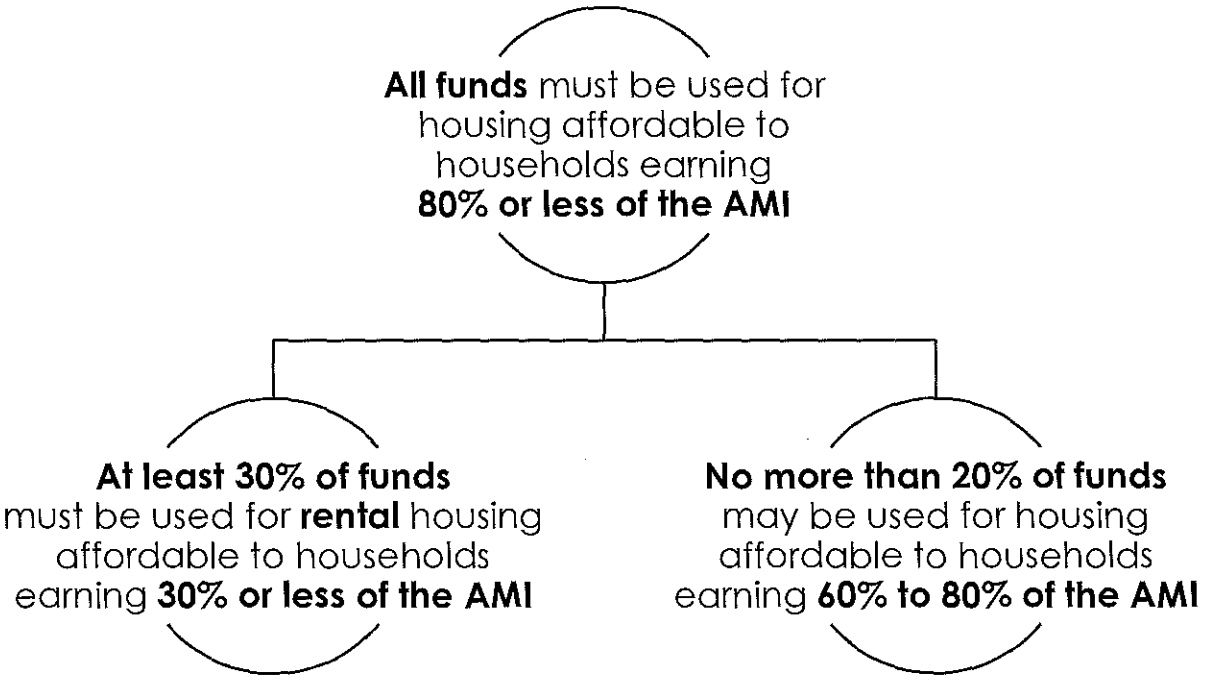
At the time of redevelopment dissolution, the former ICRA had an outstanding obligation of 12 replacement bedrooms. The Housing Authority is required to fulfill this obligation, and has already fulfilled six. A detailed description of the six remaining replacement bedrooms are shown below in Table 5. The obligation of six replacement bedrooms will be met by the planned Mayans Project units.

Fiscal Year 2015-16 Outstanding Replacement Housing Obligations **Table 5**
Irwindale Housing Authority

Income Levels	Studio/One		Two Bedrooms		Three Bedrooms		Total	
	Units	Bedrooms	Units	Bedrooms	Units	Bedrooms	Units	Bedrooms
Very Low	0	0	0	0	0	0	0	0
Low	0	0	3	6	0	0	3	6
Moderate	0	0	0	0	0	0	0	0
Totals	**0**	**0**	**3**	**6**	**0**	**0**	**3**	**6**

EXTREMELY LOW-INCOME EXPENDITURE PROPORTIONALITY

Expenditures from the Housing Asset Fund must be limited to lower income households earning 80% or less of the AMI, with not less than 30% of expenditures for rental housing for households earning 30% or less of the AMI and not more than 20% of the expenditures for households earning between 60% and 80% of the AMI.



Failure to comply with the extremely low-income requirement in any five-year period will result in the Housing Authority having to ensure that 50% of remaining funds be spent on extremely low-income rental units until in compliance. Exceeding the expenditure limit for households earning between 60% and 80% of the AMI in any five-year reporting period will result in the Housing Authority not being permitted to expend any funds on these income categories until in compliance.

As depicted in Table 3, the Housing Authority's Fiscal Year expenditures since January 1, 2014 are in compliance with the law's expenditure proportionality requirements.

SENIOR HOUSING EXPENDITURE PROPORTIONALITY

This report must include an accounting of the percentage of deed-restricted rental housing units restricted to seniors and assisted by the housing successor, the former ICRA, and the City within the past 10 years, compared to the total number of deed-restricted rental housing units assisted by those three agencies within the past 10 years. If this percentage is greater than 50 percent, the Housing Authority is prohibited from the use of additional Housing Asset Funds to subsidize any senior rental units. The former ICRA restricted 10 rental housing units since June 30, 2006, 100% of which were restricted to seniors at the Las Casitas Senior Apartment Complex; neither the Housing Authority nor the City restricted any rental housing units. However, the Housing Authority is obligated to continue subsidizing the units at the Las Casitas Senior Apartment Complex, pursuant to agreements that predate the January 1, 2014 effective date of SB 341. As such, the Housing Authority will continue to abide by these agreements by subsidizing the units at the Las Casitas Senior Apartment Complex with Housing Asset Funds.

EXCESS SURPLUS

Excess surplus calculations were once performed by redevelopment agencies on an annual basis, and are intended to ensure that funds are expended to benefit low-income households in an expeditious manner. Generally speaking, funds should be encumbered within four years of receipt. The law reinstates this calculation for housing successors. Excess surplus is defined by H&SC Section 34176.1(d) as "an unencumbered amount in the account that exceeds the greater of one million dollars, or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years, whichever is greater."

The first meaningful calculation of this total cannot be performed until the close of the fifth fiscal year. Once four years of deposits have been established (in Fiscal Years 2012-13 through 2015-16), at the close of the fifth year (Fiscal Year 2016-17), the Housing Authority will have to perform a true excess surplus calculation, comparing the unencumbered fund balance to the prior four years of deposits.

INVENTORY OF HOMEOWNERSHIP UNITS

Table 6 below shows an inventory of homeownership units assisted by the former ICRA or the Housing Authority that are subject to covenants, restrictions, or an adopted program that protects the former ICRA's investment of moneys from the Low and Moderate Income Housing Fund pursuant to H&SC Section 33334.3(f). In Fiscal Year 2013-14, three units were lost to the portfolio, because loans to the households were forgiven and the covenants ceased to exist. In Fiscal Year 2014-15, an additional four units were lost to the portfolio, because loans to the households were forgiven and the covenants ceased to exist. Please note that the Fiscal Year 2014-15 Housing Successor Compliance Report incorrectly stated that no units were lost to the portfolio since February 1, 2012.

No funds have been returned to the Housing Authority as part of an adopted program that protects the former ICRA's investment of moneys from the Low and Moderate Income Housing Fund. The Housing Authority manages all units, rather than contracting with an outside entity.

Fiscal Year 2015-16 Inventory of Assisted Homeownership Units **Table 6**
Irwindale Housing Authority

No.	Address	Assisting Agency	Number of Units	No.	Address	Assisting Agency	Number of Units
1	2412 Citrus View	Former ICRA	1	66	5105 Allen Drive	Former ICRA	1
2	16058 Central Street	Former ICRA	1	67	4653 Nora Avenue	Former ICRA	1
3	4820 Baca Avenue	Former ICRA	1	68	16165 Progress Lane	Former ICRA	1
4	4819 Baca Avenue	Former ICRA	1	69	16145 Pepertree Lane	Former ICRA	1
5	4823 Sabre Lane	Former ICRA	1	70	16044 Calle de Paseo	Former ICRA	1
6	4642 Nora Avenue	Former ICRA	1	71	16051 Olive Street	Former ICRA	1
7	4821 Baca Avenue	Former ICRA	1	72	16050 Calle de Paseo	Former ICRA	1
8	4842 Baca Avenue	Former ICRA	1	73	4636 Fraijo Avenue	Former ICRA	1
9	4851 Sabre Lane	Former ICRA	1	74	16047 Peppertree Lane	Former ICRA	1
10	4817 Baca Avenue	Former ICRA	1	75	16124 Calle de Paseo	Former ICRA	1
11	5139 Allen Drive	Former ICRA	1	76	16055 Martinez Street	Former ICRA	1
12	5219 Allen Drive	Former ICRA	1	77	16039 Martinez Street	Former ICRA	1
13	5151 Allen Drive	Former ICRA	1	78	4611 Fraijo Avenue	Former ICRA	1
14	5143 Allen Drive	Former ICRA	1	79	4647 Nora Avenue	Former ICRA	1
15	2417 Alice Rodriguez Circle	Former ICRA	1	80	4612 Fraijo Avenue	Former ICRA	1
16	2425 Alice Rodriguez Circle	Former ICRA	1	81	4825 Calle del Sur	Former ICRA	1
17	15854 Hidalgo Street	Former ICRA	1	82	16160 Progress Lane	Former ICRA	1
18	4642 Fraijo Avenue	Former ICRA	1	83	16129 Progress Lane	Former ICRA	1
19	2421 Alice Rodriguez Circle	Former ICRA	1	84	4870 Sabre Lane	Former ICRA	1
20	2469 Alice Rodriguez Circle	Former ICRA	1	85	16066 Peppertree Lane	Former ICRA	1
21	2437 Alice Rodriguez Circle	Former ICRA	1	86	16109 Central Street	Former ICRA	1
22	15850 Hidalgo Street	Former ICRA	1	87	4622 Nora Avenue	Former ICRA	1
23	726 Meridian Street	Former ICRA	1	88	5247 Morada Street	Former ICRA	1
24	2445 Alice Rodriguez Circle	Former ICRA	1	89	4816 Sabre Lane	Former ICRA	1
25	2473 Alice Rodriguez Circle	Former ICRA	1	90	16071 Calle del Norte	Former ICRA	1
26	2465 Alice Rodriguez Circle	Former ICRA	1	91	16027 Martinez Street	Former ICRA	1
27	2477 Alice Rodriguez Circle	Former ICRA	1	92	4635 Fraijo Avenue	Former ICRA	1
28	2455 Alice Rodriguez Circle	Former ICRA	1	93	16147 Progress Lane	Former ICRA	1
29	2409 Alice Rodriguez Circle	Former ICRA	1	94	4841 Calle del Sur	Former ICRA	1
30	2405 Alice Rodriguez Circle	Former ICRA	1	95	16038 Peppertree Lane	Former ICRA	1
31	2413 Alice Rodriguez Circle	Former ICRA	1	96	16128 Calle de Paseo	Former ICRA	1
32	2461 Alice Rodriguez Circle	Former ICRA	1	97	2446 Ruelas Street	Former ICRA	1
33	4638 Fraijo Avenue	Former ICRA	1	98	16067 Martinez St.	Housing Authority	1
34	5135 Allen Drive	Former ICRA	1	99	16124 Central St.	Housing Authority	1
35	2430 Alice Rodriguez Circle	Former ICRA	1	100	4809 Calle del Sur	Housing Authority	1
36	2474 Alice Rodriguez Circle	Former ICRA	1	101	4817 Calle del Sur	Housing Authority	1
37	2410 Alice Rodriguez Circle	Former ICRA	1	102	4833 Calle del Sur	Housing Authority	1
38	2402 Alice Rodriguez Circle	Former ICRA	1	103	4849 Calle del Sur	Housing Authority	1
39	2470 Alice Rodriguez Circle	Former ICRA	1	104	4857 Calle del Sur	Housing Authority	1
40	2442 Alice Rodriguez Circle	Former ICRA	1	105	4863 Calle del Sur	Housing Authority	1
41	4658 Fraijo Avenue	Former ICRA	1	106	4871 Calle del Sur	Housing Authority	1
42	2401 Alice Rodriguez Circle	Former ICRA	1	107	4862 Sabre Ln	Housing Authority	1
43	2434 Alice Rodriguez Circle	Former ICRA	1	108	4856 Sabre Ln	Housing Authority	1
44	2424 Park Rose Avenue	Former ICRA	1	109	4848 Sabre Ln	Housing Authority	1
45	15828 Juarez Street	Former ICRA	1	110	4840 Sabre Ln	Housing Authority	1
46	15830 Hidalgo Street	Former ICRA	1	111	4832 Sabre Ln	Housing Authority	1
47	2141 Park Rose Avenue	Former ICRA	1	112	4824 Sabre Ln	Housing Authority	1
48	2440 Ruelas Street	Former ICRA	1	113	4808 Sabre Ln	Housing Authority	1
49	4608 Nora Avenue	Former ICRA	1	114	16075 Martinez St	Housing Authority	1
50	15823 Juarez Street	Former ICRA	1	115	16063 Martinez St.	Housing Authority	1
51	16133 Progress Lane	Former ICRA	1	116	16047 Martinez St.	Housing Authority	1
52	2415 Ruelas Street	Former ICRA	1	117	16033 Martinez St.	Housing Authority	1
53	16164 Calle de Paseo	Former ICRA	1	118	16021 Martinez St.	Housing Authority	1
54	16134 Progress Lane	Former ICRA	1	119	16020 Peppertree LN	Housing Authority	1
55	16134 Central Street	Former ICRA	1	120	16026 Peppertree Ln	Housing Authority	1
56	16135 Peppertree Lane	Former ICRA	1	121	16032 Peppertree Ln	Housing Authority	1
57	16169 Progress Lane	Former ICRA	1	122	16038 Peppertree Ln	Housing Authority	1
58	16148 Calle de Paseo	Former ICRA	1	123	16046 Peppertree Ln	Housing Authority	1
59	16144 Calle de Paseo	Former ICRA	1	124	16054 Peppertree Ln	Housing Authority	1
60	737 Shrode Avenue	Former ICRA	1	125	16062 Peppertree Ln	Housing Authority	1
61	16024 Calle de Paseo	Former ICRA	1	126	16066 Peppertree Ln	Housing Authority	1
62	4611 Nora Avenue	Former ICRA	1	127	16074 Peppertree Ln	Housing Authority	1
63	4617 Nora Avenue	Former ICRA	1	128	4809 Sabre Ln	Housing Authority	1
64	5113 Allen Drive	Former ICRA	1	129	4817 Sabre Ln	Housing Authority	1
65	16081 Calle del Norte	Former ICRA	1	**TOTAL UNITS**			**129**

IRWINDALE HOUSING SUCCESSOR
CITY OF IRWINDALE, CALIFORNIA

FISCAL YEAR ENDED JUNE 30, 2016

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PREPARED BY: FINANCE DEPARTMENT

IRWINDALE HOUSING SUCCESSOR
CITY OF IRWINDALE, CALIFORNIA

FISCAL YEAR ENDED JUNE 30, 2016

DRAFT

PREPARED BY: FINANCE DEPARTMENT

IRWINDALE HOUSING SUCCESSOR

FOR THE FISCAL YEAR ENDED JUNE 30, 2016

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CPAs AND ADVISORS

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

Report on Financial Statements

We have audited the accompanying financial statements of the governmental activities and the major governmental fund of the Irwindale Housing Successor, (the Housing Successor), a Special Revenue Fund of the City of Irwindale, California, as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the Housing Successor's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major governmental fund of the Irwindale Housing Successor, as of June 30, 2016, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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CPAs AND ADVISORS

To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

Other Matters

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Lance, Soll & Lunghard, LLP

Brea, California
_____, 2016

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IRWINDALE HOUSING SUCCESSOR

STATEMENT OF NET POSITION
JUNE 30, 2016

	Governmental Activities
Assets:	
Cash and investments	$ 13,980,665
Receivables:	
Notes and loans	10,246,759
Accrued interest	20,192
Advances to Successor Agency	27,071
Advances to the City of Irwindale	3,748,156
Land held for resale	9,953,494
Total Assets	**37,976,337**
Liabilities:	
Accounts payable	30,152
Total Liabilities	**30,152**
Net Position:	
Restricted for:	
Housing	37,946,185
Total Net Position	**$ 37,946,185**

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IRWINDALE HOUSING SUCCESSOR

STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2016

		Program Revenues			Net (Expenses) Revenues and Changes in Net Position
	Expenses	Charges for Services	Operating Contributions and Grants	Capital Contributions and Grants	Governmental Activities
Functions/Programs					
Primary Government:					
Governmental Activities:					
General government	$ 2,340,701	$ -	$ -	$ -	$ (2,340,701)
Total Governmental Activities	**$ 2,340,701**	**$ -**	**$ 496,326**	**$ -**	**(1,844,375)**
	General Revenues:				
	Use of money and property				147,441
	Total General Revenues and Transfers				**147,441**
	Change in Net Position				(1,696,934)
	Net Position at Beginning of Year				39,643,119
	Net Position at End of Year				**$ 37,946,185**

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IRWINDALE HOUSING SUCCESSOR

BALANCE SHEET
JUNE 30, 2016

	Housing Successor Fund
Assets:	
Pooled cash and investments	$ 13,980,665
Receivables:	
Notes and loans	10,246,759
Accrued interest	20,192
Prepaid costs	27,071
Advances to the City of Irwindale	3,748,156
Land held for resale	9,953,494
Total Assets	**$ 37,976,337**
Liabilities, Deferred Inflows of Resources, and Fund Balances:	
Liabilities:	
Accounts payable	$ 30,152
Total Liabilities	**30,152**
Deferred Inflows of Resources:	
Unavailable revenues	10,274,315
Total Deferred Inflows of Resources	**10,274,315**
Fund Balances:	
Nonspendable:	
Prepaid costs	27,071
Land held for resale	9,953,494
Advances to City of Irwindale	3,720,600
Restricted for:	
Housing activities	13,970,705
Total Fund Balances	**27,671,870**
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	**$ 37,976,337**

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IRWINDALE HOUSING SUCCESSOR

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
JUNE 30, 2016

Fund balances of governmental funds	$ 27,671,870
Amounts reported for governmental activities in the statement of net position are different because:	
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.	10,274,315
Net Position of governmental activities	**$ 37,946,185**

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IRWINDALE HOUSING SUCCESSOR

STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
YEAR ENDED JUNE 30, 2016

	Housing Successor Fund
Revenues:	
Investment earnings	$ 119,743
Contributions	496,326
Total Revenues	**616,069**
Expenditures:	
Current:	
General government	2,340,701
Total Expenditures	**2,340,701**
Net Change in Fund Balances	(1,724,632)
Fund Balances, Beginning of Year	29,396,502
Fund Balances, End of Year	**$ 27,671,870**

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IRWINDALE HOUSING SUCCESSOR

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2016

Net change in fund balances - total governmental funds	$ (1,724,632)
Amounts reported for governmental activities in the statement of activities are different because:	
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.	27,698
Change in net position of governmental activities	**$ (1,696,934)**

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I. SIGNIFICANT ACCOUNTING POLICIES

Note 1: Summary of Significant Accounting Policies

a. Financial Reporting Entity

The Irwindale Housing Successor Fund (Housing Successor) was established on February 1, 2012, pursuant to the California Housing Authority Law codified under State of California Health and Safety Code, Section 34200 et seq. The restricted resources and assets from the former Irwindale Community Redevelopment Agency's low and moderate income housing fund was transferred to the City's Low and Moderate Housing Asset Fund, a fund within Irwindale's Housing Authority. The City Council became the governing board commissioners of the Housing Authority. The Housing Successor is part of the Irwindale Housing Authority, which was established for the development of low and moderate income housing in the City. The Housing Authority was formed for purposes of construction and management of quality affordable housing within the City.

The Housing Authority is controlled by the City of Irwindale (City) and, accordingly, the accompanying financial statements are included as a component of the basic financial statements prepared by the City. A component unit is a separate governmental unit, agency or nonprofit corporation which when combined with all other component units, constitutes the reporting entity as defined in the City's basic financial statements.

The Irwindale Housing Successor accounts for transactions related to affordable housing activities. Revenues include bond proceeds held by the Irwindale Successor Agency that will be transferred for use into this fund for affordable housing activities.

b. Basis of Presentation

The City's financial statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the component unit. Eliminations have been made to minimize the double counting of internal activities. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segments are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

While separate government-wide and fund financial statements are presented, they are interrelated.

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Note 1: Summary of Significant Accounting Policies (Continued)

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

d. Assets, Liabilities and Net Position or Equity

Cash and Investments

The Housing Successor's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. For financial statement presentation purposes, cash and cash equivalents are shown as both unrestricted and restricted cash and investments.

Investments are reported at fair value, the value at which a financial instrument could be exchanged in a current transaction between willing parties, other than a forced liquidation sale. The City's policy is generally to hold investments until maturity or until market values equal or exceed cost. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

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Note 1: Summary of Significant Accounting Policies (Continued)

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

Land Held for Resale

Land purchased for resale is capitalized as inventory at acquisition costs or net realizable value, if lower. Land held for resale is offset by a fund balance reserve, which indicates that it does not constitute "available spendable resources." Other property held for resale is capitalized as inventory and is recorded at cost.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The Housing Successor does not carry an item that qualifies for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from various sources: taxes, long-term loans, and grant monies. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

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Note 1: Summary of Significant Accounting Policies (Continued)

Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Equity

In the fund financial statements, government funds report the following fund balance classification:

Nonspendable include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted include amounts that are constrained on the use of resources by either (a) external creditors, grantors, contributors, or laws of regulations of other governments or (b) by law through constitutional provisions or enabling legislation.

Committed include amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest authority, the City Council. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution. The City did not have any committed fund balance as of June 30, 2016.

Assigned include amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. The City Manager is authorized to assign amounts to a specific purpose, which was established by the governing body in Resolution No. 2011-32 approved on June 21, 2011. The Housing Successor did not have any assigned fund balance as of June 30, 2016.

Unassigned include the residual amounts that have not been restricted, committed, or assigned to specific purposes.

An individual governmental fund could include nonspendable resources and amounts that are restricted or unrestricted (committed, assigned, or unassigned) or any combination of those classifications. Restricted amounts are to be considered spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available and committed, assigned, then unassigned amounts are considered to have been spent when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

DRAFT

II. DETAILED NOTES

Note 2: Cash and Cash Equivalents

As of June 30, 2016, cash and investments were reported in the accompanying financial statements as follows:

Deposits with financial institutions	$ 1,307,946
Investments - LAIF	12,672,719
Total cash and cash equivalents	$ 13,980,665

The Housing Successor's fund is pooled with the City of Irwindale's cash and investments in order to generate optimum interest income. The information required by GASB Statement No. 40 related to authorized investments, credit risk, etc. is available in the annual report of the City.

III. OTHER INFORMATION

Note 3: Loans Receivable

The City's Former Irwindale Community Redevelopment Agency (Agency) made subsidy and rehabilitation loans that are to be forgiven when agreement covenants are met. As of June 30, 2016, the outstanding amounts for subsidy and rehabilitation loans are $7,432,529 and $2,796,914, respectively. Additionally, there is an outstanding amount of property tax loan receivable of $6,566. The loans receivable are reported as unavailable revenue as of June 30, 2016.

Note 4: Advance to the City of Irwindale

On January 9, 2013, the City of Irwindale entered into an agreement with the Irwindale Housing Authority (Authority) to purchase property known as the Olive Pit for a total of $4,134,000. As a result, a promissory note between the City and the Housing Authority was issued in the amount of $4,134,000 with principal payments due every April 9th over ten years in equal annual installments of $413,400. Interest is accrued at 3% of the annual payment, if the payment is not made. The outstanding balance as of June 30, 2016 was $3,748,156.

Note 5: Land Held for Resale

The City's Former Irwindale Community Redevelopment Agency (Agency) acquired several parcels of land as part of its primary purpose to develop or redevelop blighted properties. As of June 30, 2016, the Housing Successor held the land held for resale with a net realizable value of $9,953,494.

DRAFT

IRWINDALE CITY HALL COUNCIL CHAME MBER 14, 2016
5050 N. IRWINDALE AVENUE WEDNESDAY
IRWINDALE, CALIFORNIA 91706 8:06 P.M.

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

ROLL CALL:

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

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

ANNOUNCEMENT

ASSISTANT AUTHORITY SECRETARY NIETO

Assistant Authority Secretary Nieto announced the following:

"As required by Government Code Section 54954.3, members of the City Council are also members of the Reclamation Authority, which is concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of $300 for attending the Reclamation Authority meeting."

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

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

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held March 9, 2016
2) Regular meeting held June 22, 2016

ITEM NO. 1B
2016 THIRD QUARTER MINING REPORT OF TEN SMARA PITS

2016 THIRD QUARTER MINING REPORT OF TEN SMARA PITS

The report was received and filed.

ITEM NO. 1C INVESTMENT QUARTERLY REPORT – JUNE 30, 2016	INVESTMENT QUARTERLY REPORT – JUNE 30, 2016 The Investment Quarterly Report for June 30, 2016, was received and filed.

END OF CONSENT CALENDAR

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 7:41 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary

IRWINDALE CITY HALL COUNCIL CHAMI
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

OBER 26, 2016
WEDNESDAY
7:59 P.M.

The Irwindale **RECLAMATION 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

ANNOUNCEMENT

ASSISTANT AUTHORITY SECRETARY NIETO

Assistant Authority Secretary Nieto announced the following:

"As required by Government Code Section 54954.3, members of the City Council are also members of the Reclamation Authority, which is concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of $300 for attending the Reclamation Authority meeting."

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

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

ITEM NO. 1A
MINUTES

MINUTES

No minutes for approval.

ITEM NO. 1B
INVESTMENT QUARTERLY REPORT – SEPTEMBER 30, 2016

INVESTMENT QUARTERLY REPORT – SEPTEMBER 30, 2016

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

END OF CONSENT CALENDAR

ITEM NO. 1C 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 City Council Agenda Item 1E)
AUTHORITY MEMBER ORTIZ	Responding to several questions by Authority Member Ortiz, Authority 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 Authority Member 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. Authority Member Ortiz advised that he wants the report to come back to the Council for consideration.
MOTION	A motion was made by Authority Member Ortiz, seconded by Authority Member Burrola, for the City Council 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 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.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:00 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary

AGENDA REPORT

Date: December 14, 2016

To: Honorable Chairman and Members of the Irwindale Reclamation Authority

From: John Davidson, Executive Director

Issue: 2016 FOURTH QUARTER MINING REPORT OF TEN SMARA PITS

Executive Director's Recommendation:

That the Irwindale Reclamation Authority receive and file this report.

Summary:

1) The table below summarizes the estimated production of five SMARA pits currently conducting mining activities in the City.

Mine Site	Estimated Production September 2016 through November 2016 (Tons)	Estimated Remaining Reserve (Tons)
Lehigh Hanson Pit	550,000	65,650,000
Peck Road Gravel Pit	30,000	635,000
United Pit No. 3	173,912	3,426,088
Vulcan Reliance I	205,000	31,595,000
Vulcan Durbin	530,000	41,670,000

2) A total of approximately one million four hundred eighty-eight thousand nine hundred twelve (1,488,912) tons of material was produced during the reporting period from the five SMARA pits stated above, which is approximately 259,278 tons less than the previous quarter production reported.

3) Below is a summary of the current activities of the remaining four SMARA pits in the City.

Mine Site	Status	Activity
United Pit No. 2	Idle(IMP)	South Slope Remediation
United Pit No. 4	Active	Processing Plant
JH Partners Pit	Active	Under reclamation
Azusa Western Pit	Idle(IMP)	Inactive
Olive Pit	Active	Access Road Construction

4) During the fourth quarter reporting period, reclamation activities were also being reported at three SMARA Pits. Below is a summary of the reclamation activities at these three SMARA Pits.

Mine Site	Estimated Fill Placed September 2016 through November 2016 (C.Y.)
Lehigh Hanson Pit	163,652
Vulcan Reliance II Pit	700,000
Vulcan Durbin Pit	20,000

5) City Owned Olive Pit, CA Mine ID # 91-19-0052

The mining operator, United Rock Products, has completed the grading of the staging area adjacent to the Big Dalton Wash. The construction of the new access road along the southerly boundary of the pit is underway. It is anticipated that the construction of this access road will be completed in approximately 12 to 15 months depending on the availability of fill material.

6) In the month of November, the mining unit and members of the Irwindale Technical team completed our inspection of ten SMARA pits. Below is a summary report.

Lehigh Hanson Aggregates Pit, CA Mine ID # 91-19-0025

No SMARA violations were noted at the time of inspection.

Hanson continued with its reclamation of the 40-acre parcel using clean soil.

J.H. Partners (Formerly United Rock Pit No. 1), CA Mine ID # 91-19-0013

This site is continued with its operation as an inert debris landfill. The westerly 12-acre parcel was acquired from the City and it will be filled in conjunction with the remediation of the existing operation. A grading permit was issued for the remediation of the site and the filling of the 12-acre parcel. It is anticipated that the remediation and backfilling operation will start in December. The inspection of this work will be performed by the County of Los Angeles Department of Public Works. The site specific geotechnical progress report will be prepared by the operator's geotechnical engineer of records.

Peck Road Gravel Pit, CA Mine ID # 91-19-0043

In response to the Notice of Violation pertaining to mining beyond the permitted depth, the operator is working closely with city staff on a CUP application for additional mining entitlement and amendment to the existing reclamation plan. In addition, the operator is in discussion with the land owner and the operator of Lehigh Hanson Pit for a reclamation proposal to reclaim the Finger Parcel within the Hanson Pit using its existing stockpile of inert debris.

United Rock Pit No. 2, CA Mine ID # 91-19-0014

This pit was not being mined at the time of inspection. No SMARA violations were noted at the time of inspection. However, ongoing reclamation activities were noticed and the operator has been notified for maintaining the site with mitigation measures regarding dust and noise associated with this operation.

United Rock Pit No. 3, CA Mine ID # 91-19-0015

No SMARA violations were noted at the time of inspection. However, the operator has been notified for maintaining the site with mitigation measures regarding dust control and noise associated with this operation.

United Rock Pit No. 4 (Plant Site), CA Mine ID # 91-19-0012

No SMARA violations were noted at the time of inspection.

Vulcan-Durbin Pit, CA Mine ID # 91-19-0023

No SMARA violations were noted at the time of inspection.

Vulcan-Reliance I Quarry/Reliance II Landfill, CA Mine ID #91-19-0016

No SMARA violations were noted at the time of inspection for both sites. At the time of inspection, import and placement of fill material from its Azusa operation continued at the Reliance II landfill.

WM Azusa Western Pit, CA Mine ID #91-19-0006

No SMARA violations were noted at the time of inspection.

Fiscal Impact: _____ (Initial of CFO) None.

Legal Impact: Electronically Approved by Fred Galante (Initial of Legal Counsel) None.

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

John Davidson, Executive Director