



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

APRIL 25, 2018

6:00 P.M. - CLOSED SESSION

6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

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

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

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

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief 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 Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).



Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



CLOSED SESSION –6:00 P.M.

1. Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

- | | |
|-----------------------|---|
| A. Property: | 4800 Rivergrade Road |
| Negotiating Parties: | Irwindale Successor Agency and 4800 Rivergrade Chinese, LLC and 4800 Rambeau Rivergrade Road, LLC |
| Under Negotiation: | Price and Terms of Billboard & Telecommunications Leases |
| Conflict: | None |
| | |
| B. Property: | 16203-33 Arrow Highway |
| Negotiating Parties: | Housing Authority and Panattoni |
| Under Negotiation: | Price and Terms |
| Conflict of Interest: | None |

ADJOURN

OPEN SESSION – 6:30 P.M.

- A. **CALL TO ORDER**
- B. **PLEDGE OF ALLEGIANCE**
- C. **INVOCATION**
- D. **ROLL CALL:** Councilmembers: Larry G. 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****J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**

1. Presentation to Chamber of Commerce Business of the Month – Premiere Career College
2. Proclamation for Denim Day
3. Presentation to Irwindale Police Officers' Association from the Pinto Cardinals

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

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

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held April 11, 2018

B. Warrants/Demands/Payroll

Recommendation: Approve

- C. Investment Quarterly Report - March 31, 2018 (Joint Item on Successor Agency and Housing Authority)

Recommendation: Receive and file the Investment Quarterly Report for March 31, 2018.

- D. Acceptance of Public Works Construction Contract – Irwindale Swimming Pool Chemical Room Safety Improvements; P954

Recommendation: 1) Accept the improvements and maintenance responsibility for the construction improvements of the Irwindale Swimming Pool Chemical Room Safety Project, which includes the installation of a new eyewash/shower station, fire sprinkler heads, tankless water heater, roof exhaust fans, air ducting and other minor repairs; (2) authorize the City Clerk to record the Notice of Completion; and (3) authorize the Finance Director to release of the 5% retention amount for the construction project.

- E. Appropriation of Supplemental Law Enforcement Services Funds- (COPS-Citizen Option for Public Safety) AB3229

Recommendation: **Adopt Resolution No. 2018-25-3019** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING REVENUES AND AN APPROPRIATION IN THE AMOUNT OF \$130,257.23 FOR FISCAL YEAR 2017-18 OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZEN'S OPTION PUBLIC SAFETY PROGRAM (COPS)," reading by title only and waiving further reading thereof, thereby appropriating supplemental law enforcement services funds.

2. NEW BUSINESS

- A. Olive Pit Mining and Reclamation Project – Progress Report

Recommendation: Receive the verbal presentation report provided and file the updated progress report for Olive Pit Mining and Reclamation Project.

3. PUBLIC HEARINGS

4. CITY MANAGER'S REPORT

5. 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. April 11, 2018

B. Warrants

Recommendation: Approve

C. Investment Quarterly Report - March 31, 2018 (Joint Item on City Council and Housing Authority)

Recommendation: Receive and file the Investment Quarterly Report for March 31, 2018.

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 April 11, 2018

B. Investment Quarterly Report - March 31, 2018 (Joint Item on City Council and Housing Authority)

Recommendation: Receive and file the Investment Quarterly Report for March 31, 2018.

2. NEW BUSINESS

A. Request to Approve a Limited License to Enter Agreement with Panattoni Development Company, Inc. to Allow Panattoni Development Company to Enter Housing Authority Owned Property for the Purpose of Demolition, Removal, and Disposal of Existing Structures Located at 16203-16233 Arrow Highway

Recommendation: Authorize the Executive Director to execute the Limited License to Enter Agreement with Panattoni Development Company, Inc.

3. PUBLIC HEARINGS

4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on April 25, 2018 be posted at the City Hall, Library, and Post Office on April 19, 2017.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

COUNCIL AGENDA
ITEM TAI

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

APR 25 2018

APRIL 11, 2018
WEDNESDAY
5:30 P.M.

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

ROLL CALL:

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

Also present: William Tam, City Manager; Fred Galante, City Attorney; Robert Avila, Police Sergeant; Eva Carreon, Director of Finance; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

RECESS TO
CLOSED SESSION

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

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

Name of Case: City of Baldwin Park vs. City of Irwindale
Case Number: BS171622

ACTION: Discussed, update given; no further reportable action taken

Name of Case: Waste Management vs. City of Irwindale
Case Number: BS171509

ACTION: Discussed, update given; no further reportable action taken

Liability Claims
Pursuant to Government Code Section 54956.95

Claimant: Various
Agency Claimed Against: City of Irwindale

ACTION: Discussion held, including various claims. After discussion, by motion of Councilmember Ortiz, seconded by Councilmember Burrola, and unanimously approved, the Council decided to cancel the Notice of Termination issued to the California Joint Powers Insurance Authority.

RECONVENE IN
OPEN SESSION

At 6:46 p.m., the City Council reconvened in Open Session.

CHANGES TO THE
AGENDA

None.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

ANNOUNCEMENTS

COUNCILMEMBER
BURROLA

Councilmember Burrola appreciated staff's hard work in arranging for the Easter Eggstravaganza activities.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

None

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

None.

**SPONTANEOUS
COMMUNICATIONS**

PAULINE ACOSTA

Responding to a question by Pauline Acosta, Mayor Breceda advised that homeowners are generally responsible for keeping their sidewalks clear of dangerous objects and obstructions; trees planted along sidewalks are trimmed by the city.

CITY ATTORNEY
GALANTE

City Attorney Galante spoke on landscaping requirements imposed by the Municipal Code.

PAULINE ACOSTA

Ms. Acosta then spoke on the high cost of childcare services, and wondered why programs such as KidZone did not operate on holidays, noting that low-income families may not otherwise be able to afford childcare during holidays.

MAYOR BRECEDA

Mayor Breceda advised that staff will check into Ms. Acosta's concerns.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Breceda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Councilmember Burrola abstaining on Item No. 1A1; Councilmember Garcia and Mayor Breceda abstaining on Item No. 1C.

**ITEM NO. 1A
MINUTES**

MINUTES

The following minutes were approved (Councilmember Burrola abstaining):

- 1) Regular meeting held February 28, 2018

ITEM NO. 1B
WARRANTS / DEMANDS

WARRANTS / DEMANDS

The warrants / demands / were approved.

ITEM NO. 1C
SECOND ADDENDUM
TO THE DDA WITH IMD
ENTERPRISES, LLC
(MAYANS HOUSING
PROJECT)

SECOND ADDENDUM TO THE DDA WITH IMD ENTERPRISES,
LLC (MAYANS HOUSING PROJECT) Joint Item on Housing
Authority Agenda

RESOLUTION NO.
2018-23-3017
ADOPTED

Resolution No. 2018-23-3017, entitled:

“A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY APPROVING A SECOND ADDENDUM TO THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE IRWINDALE HOUSING AUTHORITY AND IMD ENTERPRISES, LLC,” was adopted, reading by title only and waiving further reading thereof, and 2) the Chair was authorized to execute the Second Addendum to Disposition and Development Agreement and all documents in furtherance of the Second Addendum to the DDA, subject to approval as to form by Authority Counsel; Councilmember Garcia and Mayor Breceda abstaining.

ITEM NO. 1D
REQUEST FOR
COMMUNITY CENTER
RENTAL FEE WAIVER –
IRIS ESPINO ON
BEHALF OF THE
IRWINDALE CHAMBER
TOASTMASTERS
CLUB 9811

REQUEST FOR COMMUNITY CENTER RENTAL FEE WAIVER –
IRIS ESPINO ON BEHALF OF THE IRWINDALE CHAMBER
TOASTMASTERS CLUB 9811

All requirements of the Fee Adjustment Policy for City Rental Facilities were found to have been met for consideration of a fee waiver or adjustment, and the waiver of hourly Community Center rental fees for the Irwindale Chamber Toastmasters Club 9811 meetings for the remainder of 2018 was approved.

ITEM NO. 1E
AWARD OF CONTRACT
FOR THE POLICE
DEPARTMENT PUBLIC
COUNTER
REPLACEMENT
PROJECT; P-944

AWARD OF CONTRACT FOR THE POLICE DEPARTMENT
PUBLIC COUNTER REPLACEMENT PROJECT; P-944

1) The City Manager was authorized to enter into an agreement with RS Construction and Development, Inc. in the amount of \$39,790.00 for the Police Department Public Counter Replacement Project; 2) a 20% project contingency in the amount of \$7,958.00 was approved to cover any unforeseeable conditions that may arise during construction; and 3) it was found that the project is categorically exempt from California Environment Quality Act (CEQA)

ITEM NO. 1F
APPROVAL OF
PUBLIC WORK
UNIFORM SUPPLY
SERVICES

APPROVAL OF PUBLIC WORKS UNIFORM SUPPLY SERVICES

RESOLUTION NO.
2018-24-3018
ADOPTED

Resolution No. 2018-24-3018, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR THE PUBLIC WORKS UNIFORM SUPPLY SERVICES BASED UPON U.S. COMMUNITIES PRICING," was adopted, reading by title only and waiving further reading thereof, and 2) the City Manager was authorized to enter into the US Communities Acceptance Agreement with Cintas.

END OF CONSENT CALENDAR

**CITY MANAGER'S
REPORTS**

CITY MANAGER TAM

City Manager Tam reported that staff and volunteers will be planting 165 trees during the Arbor Day activities scheduled for April 14. He also reminded all about the Mayor's State of the City Address scheduled for April 12.

ADJOURNMENT

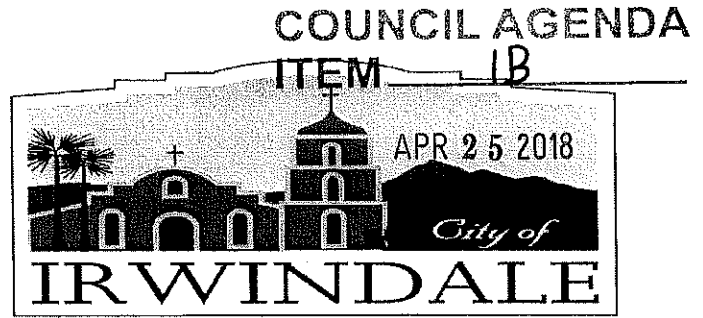
There being no further business to conduct, the meeting was adjourned at 7:00 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
 Printed: 4/18/2018 3:00 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
65223	ALLIAN	Alliant Insurance Services, Inc.	04/05/2018	1,240.00
65224	ARANDA01	Noemi Aranda	04/05/2018	180.00
65225	ARCE02	Kirk Arce	04/05/2018	90.00
65226	AT&T06	AT & T	04/05/2018	41.50
65227	BELTRA	Eloise Beltran	04/05/2018	55.99
65228	CHIRINO	Gina Chirino	04/05/2018	225.00
65229	FRAIJO02	John Fraijo	04/05/2018	91.15
65230	GASCOM	Gas Company, The	04/05/2018	207.80
65231	HARDY02	Hardy & Harper	04/05/2018	28,405.96
65232	HENSHA01	Ty Henshaw	04/05/2018	203.04
65233	HU01	Qin Hu	04/05/2018	157.50
65234	KEMP01	Michael Kemp	04/05/2018	112.50
65235	MIRAND25	Blanche V. Miranda	04/05/2018	360.00
65236	NATION23	National Union Fire Insurance	04/05/2018	562.03
65237	PETTYC05	City of Irwindale Petty Cash	04/05/2018	437.59
65238	RIOHON01	Rio Hondo College	04/05/2018	9.20
65239	SCE02	Southern California Edison	04/05/2018	898.31
65240	WAGONER	Pamela Wagoner	04/05/2018	360.00
65241	ZAVALA02	Crystal Zavala	04/05/2018	60.00
Report Total (19 checks):				33,697.57

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 4/18/2018 3:00 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
65243	ACEVED	Valinda Acevedo	04/12/2018	75.00
65244	AMERIC34	American Fidelity Assurance Co	04/12/2018	1,808.67
65245	AMERIT	Ameritas Life Insurance Corp	04/12/2018	12,073.36
65246	Ayala01	Leonor Ayala	04/12/2018	175.00
65247	AZUSALW	Azusa Light & Water	04/12/2018	566.03
65248	BONI01	Brittany Bonillas	04/12/2018	75.00
65249	CARDEN01	Rudy Cardenas	04/12/2018	150.00
65250	DRDANI	Daniel T. Martinez	04/12/2018	2,337.00
65251	DEPART06	Department Of Animal Care	04/12/2018	1,114.75
65252	FARAG01	Mohkles Farag	04/12/2018	1,250.00
65253	FLORES02	Angelo Flores	04/12/2018	75.00
65254	GASCOM	Gas Company, The	04/12/2018	500.76
65255	SOUTHE17	Golden State Water Company	04/12/2018	1,248.98
65256	GONZAL18	Pat Gonzalez	04/12/2018	75.00
65257	HOMEDE	Home Depot Credit Services	04/12/2018	629.66
65258	IRWIND14	Irwindale Industrial Clinic	04/12/2018	375.00
65259	PEREZ15	Fernando Perez	04/12/2018	75.00
65260	REGAL03	Erika Ann Regalado	04/12/2018	75.00
65261	RODRIG14	Pedro Rodriguez	04/12/2018	75.00
65262	RUIZ04	Carmelita Ruiz	04/12/2018	25.00
65263	SCE02	Southern California Edison	04/12/2018	14,076.64
65264	VALLEY01	Valley County Water District	04/12/2018	5,276.80
65265	VALLEY09	Valley View Mutual Water Co.	04/12/2018	72.53
65266	VILLA06	Andre Villa	04/12/2018	75.00
65267	FRANC06	Franchise Tax Board	04/12/2018	125.00
Report Total (25 checks):				42,405.18

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
 Printed: 4/18/2018 3:00 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
65269	ALESHIRE	Aleshire & Wynder, LLP	04/25/2018	55,601.44
65270	BAKER01	Baker & Taylor Books	04/25/2018	917.31
65271	BARNEY	Barney's Locksmith Service	04/25/2018	23.00
65272	CALIBE01	Caliber Commercial Pool Serv	04/25/2018	950.00
65273	CALIFO55	California Traffic Control	04/25/2018	600.00
65274	CALTRON	Caltronics Business Systems	04/25/2018	15.00
65275	Cat Spec	Cat Specialities Inc	04/25/2018	611.01
65276	CITY04	City Light & Power	04/25/2018	4,170.00
65277	DESIGN04	Design Concepts Consulting, Inc.	04/25/2018	510.00
65278	FORENS01	Forensic Nurse Specialists, Inc.	04/25/2018	200.00
65279	GOLDEN09	Golden Land Building	04/25/2018	1,380.00
65280	Harvey	Harvey Consulting Group, LLC	04/25/2018	7,380.00
65281	HENKEL01	Henkels & McCoy	04/25/2018	990.00
65282	INTELL01	Intelli-tech, Inc.	04/25/2018	1,623.08
65283	INTERN02	International Code Council Inc	04/25/2018	230.00
65284	IRWIND04	Irwindale Chamber Of Commerce	04/25/2018	9,166.66
65285	IRWIND21	Irwindale Hand Wash & Auto Detail	04/25/2018	291.82
65286	LEWISE	Lewis Engraving, Inc.	04/25/2018	14.24
65287	LEXISN	LexisNexis Risk Solutions	04/25/2018	150.00
65288	MCMILLAN	Kent McMillan	04/25/2018	4,050.00
65289	MUNICI04	Municipal Code Corporation	04/25/2018	4,009.66
65290	OFFICE03	Office Depot	04/25/2018	1,751.79
65291	OVER01	OverDrive, Inc.	04/25/2018	1,500.00
65292	PHASEII	PARS	04/25/2018	1,750.00
65293	PROPRINT	Pro Printing, Inc.	04/25/2018	483.99
65294	R3	R3 Consulting Group, Inc.	04/25/2018	1,845.00
65295	ROSENO	Rosenow Spevacek Group Inc	04/25/2018	445.00
65296	SANGAB11	San Gabriel Valley Newspaper	04/25/2018	5,762.00
65297	SEISMORE	Seismore Construction	04/25/2018	1,751.21
65298	SIERRA01	Sierra Chevrolet	04/25/2018	1,124.93
65299	SIRCHI	Sirchie Finger Print Lab. Inc	04/25/2018	212.57
65300	SkyBluep	Sky Blueprint & Supplies, Inc	04/25/2018	117.73
65301	NORTHR	The Northridge Group, Inc.	04/25/2018	4,918.69
65302	TRIANG01	Triangle Truck Parts	04/25/2018	36.51
65303	WELLS01	Wells Fargo Vendor Fin Serv	04/25/2018	345.60
65304	WILLDAN	Willdan Financial Services	04/25/2018	2,984.18
65305	XEROXC	Xerox Corporation	04/25/2018	527.69

Report Total (37 checks):

118,440.11

Electronic Payments

April 2018

April 1 - 15, 2018



Reference Number	Vendor Name	Date	Amount
ACH	EDD	4/4/2018	15,754.61
ACH	Federal Tax	4/4/2018	41,302.04
ACH	ICMA	4/12/2018	250.12
ACH	PARS-PT	4/12/2018	765.02
ACH	PARS-FT	4/12/2018	15,068.10
ACH	Nationwide-457 Plan & Trust	4/12/2018	7,787.08
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	4/12/2018	1,556.00
ACH	CalPERS	4/4/2018	54,672.83
ACH	PARS-Public Agency Retirement Services	1/11/1900	5,120.00
440	CFD #1 Debt Service	4/12/2018	63,483.09
	Report Total:		<u>205,758.89</u>

- City Council
- Successor Agency
- Housing Authority
- Reclamation Authority
- Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: April 25, 2018

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

From: William Tam, City Manager/Executive Director

Issue: Investment Quarterly Report for March 31, 2018.

City Manager/Executive Director's Recommendation:

Receive and file the Investment Quarterly Report for March 31, 2018.

Background and Analysis:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments to the City Council/Boardmembers for review and compliance with the City's adopted investment policy.

The attached Investment Report summarizes the City's investments as of March 31, 2018. The City of Irwindale's total investments include all funds of the City, which are pooled to maximize interest yields. This investment report itemizes how much is invested in Local Agency Investment Fund (LAIF) accounts, certificates of deposits and federal agency securities. All investments are in compliance with the City's adopted investment policy.


The City's Investment Policy applies to all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority. These funds are pooled to produce a greater interest yield on investments. Since the Reclamation Authority is not scheduled to meet again until June 13, 2018, this same Investment Report will be included in the Reclamation Authority's Agenda for that meeting.

Fiscal Impact:

There is no fiscal impact to receive and file this report.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact: Eva Carreon, Finance Director/City Treasurer
Phone: (626) 430-2221



William Tam, City Manager/Executive Director

Attachment:
City of Irwindale Investment Report – March 31, 2018

**CITY OF IRWINDALE
INVESTMENT REPORT
March 31, 2018**

DESCRIPTION OF SECURITY	PAR VALUE/ ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
CITY OF IRWINDALE INVESTMENTS (POOLED - ALL FUNDS)						
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$ 9,791,263	1.52%			\$ 9,791,263	
US GOVERNMENT AGENCIES						
FEDERAL NATIONAL MORTGAGE ASSN (FNMA)	2,457,500	1.25%	03/19/14	01/30/19	2,482,925	AAA
FEDERAL FARM CREDIT UNION (FFCB)	3,000,000	1.25%	03/29/16	03/29/19	2,973,750	AAA
FEDERAL NATIONAL MORTGAGE ASSN (FNMA)	1,400,000	1.00%	06/30/16	06/28/19	1,379,714	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	988,500	1.25%	12/29/15	10/02/19	985,010	AAA
FEDERAL FARM CREDIT UNION (FFCB)	5,000,000	1.70%	12/27/16	12/27/19	4,934,800	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	3,000,000	1.42%	03/30/16	03/30/20	2,944,770	AAA
FEDERAL NATIONAL MORTGAGE ASSN (FNMA)	4,000,000	1.17%	06/30/16	03/30/20	3,909,480	AAA
FEDERAL FARM CREDIT UNION (FFCB)	5,000,000	1.83%	12/21/16	12/14/20	4,917,950	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	5,000,000	1.00%	06/30/16	06/30/21	4,889,300	AAA
FEDERAL NATIONAL MORTGAGE ASSN (FNMA)	5,000,000	1.25%	06/30/16	06/30/21	4,756,250	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	4,000,000	2.00%	07/27/17	10/27/21	3,909,360	AAA
FEDERAL HOME LOAN MTG CORP (FHLMC)	5,000,000	2.13%	06/29/17	06/29/22	4,873,950	AAA
Sub-Total US Government Agencies:	43,846,000				42,957,259	
CERTIFICATES OF DEPOSIT						
MERCHANTS NATL BANK OH	240,000	1.60%	11/27/13	06/27/18	240,106	
BANK OF THE CALIFORNIA	240,000	1.50%	12/31/14	06/29/18	239,875	
MORTON COMMUNITY BANK (HCBCT)	240,000	1.30%	12/30/14	06/29/18	239,870	
COMPASS BANK CTF	240,000	1.55%	12/31/15	07/02/18	239,942	
BMW BANK OF NORTH	240,000	2.10%	10/25/13	10/25/18	240,240	
GE CAPITAL RETAIL BANK	240,000	2.15%	10/25/13	10/25/18	240,446	
SALLIE MAE BANK	240,000	2.00%	11/27/13	11/27/18	240,180	
THE FARMERS STATE BANK (FFIC)	240,000	1.30%	12/21/16	12/21/18	238,937	
BANCCENTRAL, NA (MYSBS)	240,000	1.35%	12/29/16	12/28/18	238,978	
WELLS FARGO BANK	240,000	1.55%	12/30/15	12/31/18	239,664	
BELMONT BANK & TRUST	240,000	1.35%	01/13/16	01/14/19	239,887	
GOLDMAN SACHS BANK	240,000	2.00%	05/07/14	05/07/19	239,527	
STERNS BK NA ST CLOUD (SSFNN)	240,000	1.60%	06/23/17	06/24/19	238,294	
BANK LIBERTY(LBCPX)	240,000	1.50%	12/30/15	06/28/19	237,967	
FARMERS & MERCHANTS BK (FMFG)	240,000	1.60%	06/28/17	06/28/19	238,265	
FIRST COML BK (FSCMB)	240,000	1.60%	06/30/17	06/28/19	238,262	
TCF NATIONAL BANK (TCF)	240,000	1.50%	06/28/17	06/28/19	237,970	
BAR HBR BK & TR (BHB)	240,000	1.65%	06/30/17	07/01/19	238,392	
FARM BUREAU BANK (FARMBU)	240,000	1.50%	01/14/16	07/15/19	237,823	
ALLY BANK	240,000	1.65%	12/22/16	12/23/19	236,878	
BANK BUFFALO (BFFLO)	240,000	1.60%	06/22/17	12/23/19	236,674	
DISCOVER BANK (DFS)	240,000	1.65%	12/21/16	12/23/19	236,878	
AMERICAN EXPRESS (AXP)	240,000	2.05%	12/30/15	12/30/19	237,984	
CONNECTONE BK NJ	240,000	1.85%	12/30/14	12/30/19	238,570	
EVERGREEN BK (EVRBG)	240,000	1.60%	06/30/17	12/30/19	236,599	
GUARANTY BANK	240,000	1.60%	12/29/15	12/30/19	238,193	
MB FINANCIAL BANK	240,000	1.60%	01/08/16	01/08/20	238,790	
EAGLE BANK CTF	240,000	1.60%	01/13/16	01/13/20	236,450	
BANK OF OAKLAND (OKFLD)	240,000	1.70%	06/30/17	06/29/20	235,438	
MARATHON SAVINGS (MRTHS)	240,000	1.70%	06/28/17	06/29/20	235,438	
BANK PRINCETON (BPRCT)	240,000	1.70%	06/30/17	06/30/20	235,435	
CHIPPEWA VY BK (CPWAV)	240,000	1.70%	06/30/17	06/30/20	235,435	
SUMMIT CMNTY BK (SMMF)	240,000	1.70%	06/30/17	06/30/20	235,435	
BANK VISTA (ABDIT)	240,000	1.75%	12/29/16	10/29/20	234,866	
FIRST BANK RICHMOND (FTMUT)	240,000	1.80%	06/27/17	12/28/20	234,756	
CAPITAL ONE BANK	240,000	2.05%	12/29/16	12/29/20	236,352	
INVESTORS COMM BANK CTF DEP (ICBANK)	240,000	1.90%	12/31/15	12/31/20	235,378	
LAKESIDE BK (LKSDB)	240,000	1.85%	06/22/17	03/22/21	234,499	
FIRSTTRUST SVGS BK (SEMPRE)	240,000	1.90%	06/23/17	06/23/21	234,274	
MARINE BK (CIBH)	240,000	1.85%	06/29/17	06/29/21	233,863	
SIGNATURE BANK (COMMF)	240,000	1.85%	06/30/17	06/30/21	233,861	
GOLD COAST BANK (GDCOB)	240,000	1.90%	06/28/17	12/28/21	233,071	
CAPITAL ONE BANK (COF)	240,000	2.25%	12/29/16	12/29/21	236,071	

DESCRIPTION OF SECURITY	PAR VALUE/ ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
CITIZENS ST BK (CSBSH)	240,000	1.90%	06/30/17	12/30/21	233,064	
FIRST ST BANK (FRSTE)	240,000	2.00%	06/30/17	04/29/22	233,131	
BRIDGEWATER BK (BRDGW)	240,000	2.00%	06/29/17	06/29/22	232,661	
MARLIN BUSINESS BK (MRLN)	240,000	2.05%	06/29/17	06/29/22	233,141	
COMENITY CAP BK (ADSK)	240,000	2.25%	06/30/17	06/30/22	235,061	
Sub-Total Certificates of Deposit:	11,520,000				11,372,870	
Total City of Irwindale Investments (Pooled Funds):	65,157,263				64,121,393	
SUCCESSOR AGENCY INVESTMENTS						
LOCAL AGENCY INVESTMENT FUND (LAIF)	17,889,736	1.52%			17,889,736	
HOUSING AUTHORITY INVESTMENTS						
LOCAL AGENCY INVESTMENT FUND (LAIF)	7,698,368	1.52%			7,698,368	
GRAND TOTAL OF INVESTMENTS	90,745,367				89,709,497	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 14, 2017. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is 1.49 years, and the weighted average yield of the City's pooled investments at cost is 1.549%. Market prices of securities are obtained directly through Bank of the West.

Approved by



Eva Carreon, Director of Finance/City Treasurer

- City Council
- Successor Agency
- Housing Authority
- Reclamation Authority
- Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

APR 25 2018

Date: April 25, 2018
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Acceptance of Public Works Construction Contract – Irwindale Swimming Pool Chemical Room Safety Improvements; P954

City Manager's Recommendation:

That the City Council 1) Accept the improvements and maintenance responsibility for the construction improvements of the Irwindale Swimming Pool Chemical Room Safety Project, which includes the installation of a new eyewash/shower station, fire sprinkler heads, tankless water heater, roof exhaust fans, air ducting and other minor repairs; (2) authorize the City Clerk to record the Notice of Completion; and (3) authorize the Finance Director to release of the 5% retention amount for the construction project.

Background and Analysis:

On September 27, 2017, the City Council awarded the construction of the Irwindale Swimming Pool Chemical Room Safety Project to ACE, CD, Inc. in the amount of \$48,500.00. This project has been completed per the approved plans and specifications.

No change orders were issued associated with this project. As such, the final contract amount remained at \$48,500.00.

Acceptance of the work by the City Council complies with the acceptance and prompt payment provisions of the Public Contract Code.

Fiscal Impact:

Funding for this project was budgeted in the FY 2016/17 CIP General Fund Budget in the amount of \$35,000, and through Resolution No. 2017-70-2968, an appropriation of \$23,200 from the general fund was also approved by the City Council to fund the balance, including a 20% contingency for any unforeseeable field condition.

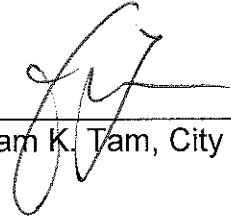
Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: Electronically Approved by City Attorney (Initial of Legal Counsel)

Review By/Contact: Edgar Rojas, Construction Compliance Manager

Phone: (626) 430-2210



William K. Tam, City Manager

Attachment(s): None

- City Council
- Successor Agency
- Housing Authority
- Reclamation Authority
- Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

APR 25 2018

Date: April 25, 2018
To: Honorable Mayor and Members of the City Council
From: William Tam, City Manager
Issue: Appropriation of Supplemental Law Enforcement Services Funds- (COPS-Citizen Option for Public Safety) AB3229

City Manager's Recommendation:

Adopt **Resolution No. 2018-25-3019** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING REVENUES AND AN APPROPRIATION IN THE AMOUNT OF \$130,257.23 FOR FISCAL YEAR 2017-18 OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZEN'S OPTION PUBLIC SAFETY PROGRAM (COPS)," reading by title only and waiving further reading thereof, thereby appropriating supplemental law enforcement services funds.

Background and Analysis:

The State of California COPS program (AB3229) is a supplemental funding source for local governments; however, there is no guarantee that this will be a continued funding source for the long term. For FY 2017-18, the City of Irwindale Police Department received \$129,859.32 which is required to be used for "front-line municipal police services." These funds must supplement existing services, and cannot be used to supplant any existing funding for law enforcement services. COPS funding for the prior fiscal year FY 2017-18 has earned interest in the amount of \$397.91 from the City's pooled investment accounts, which also has to be allocated for "front-line municipal police services."

California Government Code Section 30061-30065 establishes guidelines for the receipt and expenditure of COPS funding. This Code requires the City Council to certify approval of the COPS expenditure plan separate from the normal City budget process.

The following is the proposed COPS expenditure plan for FY2017-18, with some of these items presented as part of the police department's Capital Improvement Plan:

- The procurement and implementation of Spillman Technologies Inc., which is a Computer Aided Dispatcher (CAD), a Records Management (RMS) and Mobile computing software system.

- Hardware, software, mapping and other necessary equipment related to the department's records management and network infrastructure
- Contractors to assist with procurement and implementation of the aforementioned proposed items


The COPS funding received from the state, plus the interest allocated at year-end total \$130,257.23. Appropriation of these funds will allow the police department to expend these monies in FY 2017-18 and carry over any unexpended funds to FY 2018-19.

Fiscal Impact:

None

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact: Ty Henshaw, Chief of Police

Phone: 626-430-2234



William Tam, City Manager

Attachment(s): Resolutions 2018-25-3019

RESOLUTION NO. 2018-25-3019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
RECORDING REVENUES AND AN APPROPRIATION IN THE AMOUNT OF
\$130,257.23 FOR FISCAL YEAR 2017-2018
OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS
FOR THE CITIZEN'S OPTION FOR PUBLIC SAFETY PROGRAM (COPS)**

WHEREAS, the Irwindale Police Department wishes to enhance the quality of service to the community by using funds from the Citizens Option for Public Safety (COPS) to supplement the Police Department budget; and

WHEREAS, the City of Irwindale has received \$129,859.32 from the State of California COPS program, which is funded for the 2017-18 fiscal year, and COPS funding has earned interest amounting to \$397.91; and

WHEREAS, these funds must be utilized by the Police Department for "front-line municipal law enforcement services" and cannot be used to supplant funding for other law enforcement services or programs; and

WHEREAS, the Police Department proposes to utilize these funds for the procurement and implementation of the Spillman Technologies Inc., computer aided dispatch system (CAD) and records management system (RMS).

WHEREAS, funding has been received from the state in conjunction with property tax allocations throughout the year, as well as the interest allocated at year-end, totaling \$130,257.23. These funds will be invested pending any capital expenditures in accordance with COPS requirements; and

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

SECTION 1. The State of California COPS (AB3229) funds and earned interest be recorded as revenues and be appropriated to expenditure account(s):

- 36-35-371-44300-0000 (Computer Systems) in the amount of \$130,257.23

SECTION 2. COPS proceeds will be utilized for the procurement and implementation of the department's computer aided dispatch (CAD) system and records management (RMS) system by Spillman Technologies Inc., and for the hardware, software, mapping and other necessary equipment related to the department's records management and network infrastructure.

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

PASSED, APPROVED AND ADOPTED this 25th day of April 2018.

Mark A. Breceda, Mayor

ATTEST:

Laura Nieto
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2018-25-3019 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 25th day of April 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto
Chief Deputy City Clerk

APR 25 2018

- City Council
- Successor Agency
- Housing Authority
- Reclamation Authority
- Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: April 25, 2018
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Olive Pit Mining and Reclamation Project – Progress Report

City Manager's Recommendation:

That the City Council receive the verbal presentation report provided and file the updated progress report for Olive Pit Mining and Reclamation Project.

Background and Analysis:

Import fill material has ended for the construction of the new access road along the southerly boundary of the pit. The mining operator, United Rock Products (URP), is now in the process of handling the imported fill material left over to reach the subgrade levels of the new access road. With the completion of soils import, all truck traffic will continue as part of the talus removal. From this point on, truck traffic will utilize the new access road and driveway on Los Angeles Street as part of its ingress and egress. Based on the information received from the operator, the asphalt-paving surface of the new access road is in the planning stage and is scheduled to be installed right after completing the subgrade of the new access road. For the First Quarter of 2018, URP removed approximately 55,000 tons of talus as a part of the construction of the access road.

The construction of the landscape improvements on Olive Street is underway. Based on information submitted by the mining operator, the construction of landscape improvements on Olive Street is anticipated to be completed by the end of April 2018.


The design of the two traffic signals for the Olive Pit Project are in progress. Approximately 90% of the design is completed and will be provided for review and comments soon.

The construction of the block wall along the westerly boundary of the pit is underway and is anticipated to be completed by May 2018.

Fiscal Impact:

There is no fiscal impact.


Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: Electronically Approved by City Attorney (Initial of Legal Counsel)

Reviewed By/Contact: Francisco Carrillo, Project Manager – Mining

Phone: (626) 825-7744



William K. Tam, City Manager

Attachment(s): None

SUCCESSOR AGENCY AGENDA

ITEM 1A1

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

APR 25 2018

APRIL 11, 2018
WEDNESDAY
7:00 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, City Manager; Fred Galante, City Attorney; Robert Avila, Police Sergeant; Eva Carreon, Director of Finance; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ortiz, seconded by Councilmember Burrola, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Councilmember Burrola abstaining on Item No. 1A1.

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved (Councilmember Burrola abstaining):

- 1) Regular meeting held March 28, 2018

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:00 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

APR 25 2018

Accounts Payable

Checks by Date - Summary by Check Number

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



Check No	Vendor No	Vendor Name	Check Date	Check Amount
65222	ROSENO	Rosenow Spevacek Group Inc	04/04/2018	437.50
Report Total (1 checks):				437.50

Accounts Payable

Checks by Date - Summary by Check Number

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



Check No	Vendor No	Vendor Name	Check Date	Check Amount
65242	ROSENO	Rosenow Spevacek Group Inc	04/12/2018	10,000.00
Report Total (1 checks):				10,000.00

Accounts Payable

Checks by Date - Summary by Check Number

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



Check No	Vendor No	Vendor Name	Check Date	Check Amount
65268	ALESHIRE	Aleshire & Wynder, LLP	04/17/2018	6,284.00
Report Total (1 checks):				6,284.00

HOUSING AGENDA
ITEM IAI

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

APR 25 2018

APRIL 11 2018
WEDNESDAY
5:30 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, Executive Director; Fred Galante,
Authority Attorney; Robert Avila, Police Sergeant; Eva Carreon,
Director of Finance; Mary Hull, Human Resources Manager, and
Laura Nieto, Chief Assistant Authority Secretary

**RECESS TO
CLOSED SESSION**

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

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

Property: 16203-33 Arrow Highway
Negotiating Parties: Housing Authority and Panattoni
Under Negotiation: Price and terms

ACTION: Update provided; no further reportable action taken

Property: Las Casitas
Parties: Northridge Group & Housing Authority
Under Negotiation: Price and terms

ACTION: Update provided; no further reportable action taken

Property: 5134 Irwindale Avenue
Negotiating Parties: Housing Authority and IMD
Under Negotiation: Price and terms

ACTION: Update provided; no further reportable action taken
(Board Member Garcia and Chair Breceda declared a
potential conflict of interest, left the Closed Session
Room, and did not participate)

**RECONVENE IN
OPEN SESSION**

At 7:00 p.m., the Housing Authority reconvened in Open Session.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Chair Breceda, seconded by Board Member
Ortiz, to approve the Consent Calendar; reading resolutions and

ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Authority Member Burrola abstaining on Item No. 1A1; Board Member Garcia and Chair Breceda abstaining on Item No. 1B.

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved (Board Member Burrola abstaining):

- 1) Regular meeting held March 28, 2018

ITEM NO. 1B
SECOND ADDENDUM
TO THE DDA WITH
IMD ENTERPRISES,
LLC (MAYANS
HOUSING PROJECT)

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

RESOLUTION NO.
HA 2018-01-065
ADOPTED

Resolution No. HA 2018-01-065, entitled:

“A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY APPROVING A SECOND ADDENDUM TO THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE IRWINDALE HOUSING AUTHORITY AND IMD ENTERPRISES, LLC,” was adopted, reading by title only and waiving further reading thereof, and 2) the Chair was authorized to execute the Second Addendum to Disposition and Development Agreement and all documents in furtherance of the Second Addendum to the DDA, subject to approval as to form by Authority Counsel; Board Member Garcia and Chair Breceda abstaining.

AUTHORITY ATTORNEY
GALANTE

Authority Attorney Galante noted the revision to the schedule of performance.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:03 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

- City Council
- Successor Agency
- Housing Authority
- Reclamation Authority
- Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

APR 25 2018

Date: April 25, 2018
To: Chair and Housing Authority Board Members
From: William Tam, Executive Director
Issue: Request to Approve a Limited License To Enter Agreement with Panattoni Development Company, Inc. To Allow Panattoni Development Company to Enter Housing Authority Owned Property For the Purpose of Demolition, Removal, and Disposal of Existing Structures Located at 16203-16233 Arrow Highway

Recommendation:

It is recommended that the Authority Board:

Authorize the Executive Director to execute the Limited License to Enter Agreement with Panattoni Development Company, Inc.

BACKGROUND

On August 14, 2003, the Irwindale Housing Authority entered into a Disposition and Development Agreement (DDA) with Panattoni Development Company, Inc. (Panattoni) to develop property located at 16203-16233 Arrow Highway (Property). In the DDA, Panattoni agreed to develop the property with a commercial/light industrial development within a specified period. Panattoni and the Housing Authority are currently renegotiating the terms of the DDA, including price, project design, and schedule of performance.

The Property was approved for a single building development. This large, single development concept will not be pursued and Panattoni is redesigning the project to allow for four (4) smaller commercial/light industrial buildings. In an effort to avoid unnecessary delays, Panattoni has requested permission to enter the Property to demolish, remove, and dispose the existing structures while the terms of the DDA are being finalized.

The attached Limited License To Enter Agreement (Attachment A) details the terms of the agreement.

FISCAL IMPACT

Panattoni shall be responsible for all costs and expenses associated with the demolition, removal, and disposal of the existing structures on the Property. There is no impact to the Housing Authority.


Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)
(Electronically Approved by City Attorney Galante)

Prepared By: Marilyn Simpson, AICP, Community Development
Manager/City Planner

Phone: 626-430-2209



William Tam, Executive Director

Attachment(s):
A – Limited License To Enter Agreement

LIMITED LICENSE TO ENTER AGREEMENT

THIS LIMITED LICENSE TO ENTER AGREEMENT (this "**Agreement**"), dated as of this _____ day of _____, 2018 ("**Agreement Date**") is made and entered into by and between the IRWINDALE HOUSING AUTHORITY, a public body ("**Authority**") and PANATTONI DEVELOPMENT COMPANY, INC., a California corporation ("**Panattoni**"). Authority and Panattoni are sometimes hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**".

RECITALS

- A. Authority owns that certain real property consisting of three (3) parcels located at 16203-16233 Arrow Highway in the City of Irwindale, commonly referred to as APNs 8619-010-907, 8619-012-905 and 8619-012-909, and more specifically described on Exhibit "A" ("**Property**").
- B. Authority and Panattoni have entered into that certain Disposition and Development Agreement dated August 14, 2013 ("**DDA**"), whereby Panattoni had agreed to develop the Property with an approximate total of up to 135,000 square feet of commercial/light industrial buildings within a specified period ("**Project**").
- C. Authority and Panattoni are currently engaged in a renegotiation of the terms of the DDA, including price, Project design and Schedule of Performance.
- D. The single building development of the subject site will not be pursued and Panattoni is currently engaged in redesigning the project to allow for four smaller commercial/light industrial buildings instead of the one large building.
- E. In order to avoid unnecessary delays, Authority and Panattoni have agreed that Panattoni may enter the Property for the purpose of demolishing the existing structures while the DDA terms are being finalized.

TERMS

NOW, THEREFORE, for good and valuable consideration, Authority and Panattoni hereby agree as follows:

1. Grant. Subject to the terms of this Agreement, Authority grants to Panattoni, at Panattoni's sole cost, expense and risk, a license to enter Property for the limited purpose of demolishing all existing structures and removing and disposing of the debris ("**Site Work**"). Site Work includes, without limitation, conducting engineering studies, soil tests, investigations and other studies reasonably necessary for Panattoni to evaluate the condition of the Property and to perform any remedial work required prior to any Site Work. Authority shall have the right, at its option, to have an employee present at all times of entry by Panattoni, its agents, employees or contractors.

2. Term. This Agreement shall commence on the Agreement Date and terminate sixty (60) days from the Agreement Date unless sooner terminated pursuant to Section 7. However, if the Site Work has commenced, then the Agreement shall terminate upon completion of the Site Work in accordance with this Agreement.

3. Compliance with Law; Remediation Work. At Panattoni's sole cost and expense, Panattoni shall promptly obtain all permits required by any applicable governmental Authority having jurisdiction and perform all Site Work strictly in compliance with all applicable laws and the permits and in accordance with the plans and requirements approved by Authority. Notwithstanding the forgoing Panattoni shall be liable for the cost to remediate all hazardous substances, including, without limitation, asbestos or lead-based paint contaminations, that may be discovered on Property including any that existed prior to the Agreement Date. Prior to commencing any Site Work, Panattoni shall, at its sole cost and expense, retain a licensed and insured contamination removal contractor regarding any lead-based paint, asbestos or other environmental hazards on Property. The Authority will sign the manifests for and be identified as the Generator of any waste removed from the site.

4. Notice Prior to Entry. Prior to the initial entry onto Property, Panattoni shall provide the certificate of insurance pursuant to Section 8 and copies of all government permits in accordance with Section 3. Prior to each proposed entry, Panattoni shall provide Authority with written request which shall include the date(s) and

time(s), the specific purpose of intended entry, and the names and affiliations of the persons entering Property. Upon entry, Panattoni shall conduct all Site Work in a diligent, expeditious and workmanlike manner, and shall not allow any unreasonably dangerous or hazardous activities or conditions to exist on Property at any time during the Site Work.

5. Mechanic's Liens. Panattoni shall keep Property free and clear of all mechanic and materialmen's liens, lis pendens and other liens arising out of the entry and Site Work performed under this Agreement.

6. Indemnity. Panattoni agrees to indemnify, and hold Authority and the City and each of their respective officials, officers, employees and representatives free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims (including, but not limited to, mechanic lien claims), causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including attorneys' fees and costs) which Authority or the City may suffer or incur as a consequence of Panattoni's exercise of the license granted by this Agreement or any act or omission by Panattoni, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Panattoni, including the filing of any liens under Section 5.

7. Termination. Either Panattoni or Authority may terminate this Agreement at any time by providing written notice of such election to terminate to the other Party, provided, however that Panattoni's obligations under Sections 4, 5, 6 & 8 as well as Sections 11 through 20, inclusive, shall survive termination. Notwithstanding the forgoing, Panattoni may not elect to terminate this Agreement once it has commenced the Site Work. Upon completion of the Site Work and Authority's acceptance thereof in writing, this Agreement shall terminate.

8. Insurance. During the term of this Agreement, Panattoni shall maintain in full force, at its own expense, and deliver to Authority (i) evidence of workers' compensation insurance (or state approved self-insurance) on all persons entering Property in the amounts required by the State of California; and (ii) a certificate of insurance from a reputable insurer licensed to do business in the State of California evidencing that Panattoni has procured and paid premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000) which insurance names the City and Authority as additional insureds.

9. Reports. Panattoni shall promptly provide to Authority copies of all final studies, surveys, reports, investigations and other tests derived from any inspection, except for business confidential and legal communications, with the right of Authority to use same without further consent from or payment to the report issuer.

10. Assignment. Panattoni shall not assign this Agreement or any of its rights or obligations to any third party or entity without the prior written consent of Authority which may be withheld in their sole and absolute discretion. Notwithstanding the foregoing, Panattoni may retain licensed contractors to enter the Property and perform the Site Work but Panattoni shall remain fully liable for all acts of such contractors.

11. Notices. Any notices, demands or communications under this Agreement between the Parties shall be in writing, and may be given either by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested ("US Mail"), addressed to each Party as set forth on the signature page of this Agreement or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the U.S. Mail.

12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the Parties agree that a court of competent jurisdiction in Los Angeles County shall be the sole venue and jurisdiction for the bringing of such action.

14. Legal Fees and Costs. In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the Parties arising from this Agreement, the prevailing Party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

15. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter of this Agreement.

16. Construction. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

17. Qualification; Authority. Each individual executing this Agreement on behalf Panattoni represents, warrants and covenants to Authority that (a) such person is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with authority granted under the organizational documents of such entity, and (b) such entity is bound under the terms of this Agreement.

18. Modifications in Writing. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of Panattoni and Authority.

19. No Waiver. The failure of a Party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that Party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

20. No Third Party Beneficiaries. This Agreement is only between the Parties, and is not intended to be nor shall it be construed as being for the benefit of any third party.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

22. Incorporation of Recitals and Exhibit. The Recitals and Exhibit "A" are hereby incorporated into the Agreement and made a part thereof by this reference.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

"PANATTONI"

"AUTHORITY"

PANATTONI DEVELOPMENT COMPANY, INC.,
a California corporation

IRWINDALE HOUSING AUTHORITY, a public
agency

By: _____
Adon Panattoni, Chief Executive Officer

By: _____
Mark Breceda, Authority Chair

Dated: _____, 2018

Dated: _____, 2018

Address for Notice:

Address for Notice:

Panattoni Development Company, Inc.
20411 SW Birch Street, Suite 200
Newport Beach, CA 92660
Attn: Adon Panattoni, Chief Executive Officer

Irwindale Housing Authority
5050 N. Irwindale Ave.
Irwindale, CA 91706
Attention: Authority Executive Director

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

(APN 8619-010-907, 8619-012-905, 8619-012-909)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

Parcel 1 and 2, per map recorded in Book 66, Page 40 of Maps, and Parcel 2, per map recorded in Book 121, Pages 92 and 93 of Maps, recorded in the office of the County Recorder, County of Los Angeles, California