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

JULY 13, 2016

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

IRWINDALE CITY HALL / COUNCIL CHAMBER

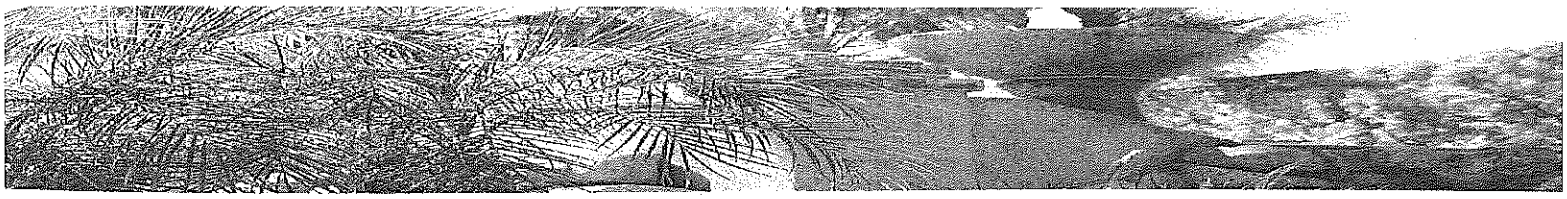
CLOSED SESSION – CITY HALL CONFERENCE ROOM
REGULAR MEETING – CITY HALL COUNCIL CHAMBER

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 Labor Negotiator
   Pursuant to California Government Code Section 54957.6

   Agency Designated Representatives: Colin Tanner, Labor Counsel
   Employee Organizations: IMEA, ICEA, IPOA

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

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

   B) Property: APN 8532-001-901
      12 Acre Triangle Parcel
      Negotiating Parties: Irwindale Partners LP and City
      Under Negotiation: Price and terms of sale
      Conflict of Interest: None

   C) Property: 15768 Arrow Highway (Shannon Casket)
      Negotiating Parties: Irwindale Industrial Medical Clinic & Successor Agency
      Under Negotiation: Price and terms of sale
      Conflict of Interest: Breceda

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

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

   Name of Case: USA Waste of California, Inc. v. City of Irwindale, et al.
   Case Number: LASC Case Number KC 066276

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

Title: City Manager

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 newly appointed Library Technician Jade Lopez

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Chamber of Commerce Business of the Month for May 2016 – Ready Pac
2. AAA Award to Officer Rudy Campos for Auto Theft Recovery

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 June 8, 2016

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Establishment of the Annual Special Tax for the Community Facilities District No. 1 for Fiscal Year 2016-2017

Recommendation: **Adopt Resolution No. 2016-39-2853**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE ANNUAL SPECIAL TAX FOR THE COMMUNITY FACILITIES DISTRICT NO. 1 FOR FISCAL YEAR 2016-2017" reading by title only and waiving further reading thereof.

D. Approve the Addition of One Police Detective Position in the Police Department to be Part of the Taskforce for Regional Auto-Theft Prevention (TRAP)

Recommendation: **Adopt Resolution No. 2016-34-2848** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ADDITION OF ONE POLICE DETECTIVE TO BE PART OF A REGIONAL AUTO THEFT TASKFORCE AT NO COST TO THE CITY AND THE RELATED MEMORANDUM OF UNDERSTANDING AND EXTENSION THEREOF" reading by title only and waiving further reading thereof.

E. Approval of an Exchange Agreement and Assignment of Federal Surface Transportation Program - Local Funds

Recommendation: Authorize the City Manager to enter into an Exchange Agreement and Assignment of Federal Surface Transportation Program Local Funds with the Los Angeles County Metropolitan Transportation Authority (LACMTA).

F. Acceptance of Public Works Construction Contract – PCC Sidewalk and Access Ramps Project at Various Locations; CDBG Project Number 601739-15

Recommendation: Ratify the changes in the work and accept the improvements and maintenance responsibility for the constructed improvements of the "PCC Sidewalk and Access Ramps Project at Various Locations; CDBG Project Number 601739-15" and approve the final construction contract amount of $21,107.00; and authorize the release of the ten percent (10%) retention amount for the project.

G. Request to Approve Contract Amendment No. 2 for Linn Associates to Provide Additional Contract Planner Staffing Services While the Recruitment for a New Principal Planner Position Takes Place

Recommendation: Approve Contract Amendment No. 2 with Linn Associates to provide additional contract planner staffing services while the recruitment for a new Principal Planner position takes place.

H. Irwindale Rock House – Acceptance of the Settlement Offer for the Replacement of the Fire Damaged Building

Recommendation: 1) Approve the Settlement Offer from California Joint Powers Authority / Chartis Insurance Company in the amount of $412,669.77 for the replacement of the fire damaged Irwindale Rock House, 2) authorize the City Manage to execute the Proof of Loss and Subrogation Agreement between the City and California Joint Powers Insurance Authority / Chartis Insurance Company, and 3) **adopt Resolution No. 2016-41-2855** for the establishment of a Facility Improvement Fund to accept this settlement fund for future replacement of the building.

I. Compensation Resolution No. 2016-37-2851

Recommendation: **Adopt Resolution No. 2016-37-2851** replacing Resolution No. 2015-32-2761, Establishing the Number of Positions, Schedule of Classes, Compensation and Benefits for City Employees.

2. NEW BUSINESS

A. Adoption of the Amended City of Irwindale Expense Reimbursement Policy

Recommendation: **Adopt Resolution No. 2016-40-2854** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE AMENDED CITY OF IRWINDALE EXPENSE REIMBURSEMENT POLICY" reading by title only and waiving further reading thereof.

B. Request to Reschedule City Council Meeting for August 10, 2016

Recommendation: Reschedule the City Council meeting of August 10, 2016. If Council concurs with staff's recommendation, the appropriate motion would be: "I move that the City Council reschedule its Wednesday, August 10, 2016 meeting to ***(select one date – Monday, August 8 OR Thursday, August 11, 2016)*** and that the appropriate notices be posted to inform the public of the change in meeting dates."

C. Amendment to Agreement for Sale of Real Property Referred to as the 12 Acre Triangle Property *(Staff Report to be sent under separate cover prior to July 13, 2016)*

Recommendation: **Adopt Resolution No. 2016-43-2857** entitled, "A RESOLUTION OF THE CITY OF IRWINDALE APPROVING AMENDMENT TO PURCHASE SALE AGREEMENT FOR THE SALE OF AN UNIMPORVED SITE DEEMED SURPLUS REAL PROPERTY LOCATED AT 1220 ARROW HIGHWAY AND FINDING THE AMENDMENT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT" reading by title only and waiving further reading thereof.

3. OLD BUSINESS

4. PUBLIC HEARINGS

A. Tentative Parcel Map No. 73909; Site Plan and Design Review Permit No. 02-2015: A Request by Seventh Street Development, Inc. (Applicant) to Subdivide a 10.02-acre site of four (4) Parcels into five (5) Parcels and Allow Construction and Operation of a Speculative Light Industrial Business Park Totaling Approximately 192,700 square feet on Property Located at 4224/4342 Alderson Avenue and 14808 / 14910 Los Angeles Street

Recommendation: 1) Concur with the Planning Commission's recommendation and **adopt Resolution No. 2016-38-2852** adopting the Mitigated Negative Declaration and

Mitigation Monitoring and reporting Program and approving Tentative Parcel Map No. 72909 and Site Plan and Design Review Permit No. 02-2015 subject to the attendant conditions of approval and; 2) direct staff to file a Notice of Determination (NOD) in compliance with the California Environmental Quality Act.

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:

None for Approval

B. Warrants

Recommendation: Approve

2. NEW BUSINESS

A. Purchase and Sale Agreement (PSA) for Acquisition and Development of the Property Located at the 15768 Arrow Highway Site (APN 8417-035-902) ***(Conflict of Interest: Mayor Breceda)***

Recommendation: **Adopt Resolution No. SA 2016-42-2856** authorizing the execution of a Purchase and Sale Agreement and Escrow Instructions ("Purchase and Sale Agreement" or "PSA") with the Irwindale Industrial Clinic, a California general partnership ("Purchaser") for the sale and subsequent development of the 2.53-acre site located at 15768 Arrow Highway ("Property"), also known as the former Shannon

Casket Property (Property No. 3) in the Successor Agency's approved Long-Range Property Management Plan ("LRPMP"). The Property is designated for commercial use, with a C-2 zoning designation (Heavy Commercial). The Purchaser proposes to develop a 13,000-square-foot medical clinic and an additional commercial building on the Property.

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:

None for Approval

3. NEW BUSINESS
3. PUBLIC HEARINGS
4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on July 13, 2016 be posted at the City Hall, Library, and Post Office on July 7, 2016

Laura M. Nieto, CMC

Laura M. Nieto, CMC
Deputy City Clerk

COUNCIL AGENDA
ITEM 1A1

JUL 13 2016

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

JUNE 8, 2016
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: John Davidson, City Manager; Fred Galante, City Attorney; Anthony Miranda, Police Chief; Eva Carreon, Director of Finance; William Tam, Director of Public Works / City Engineer; Gus Romo, Director of Community Development; Mary Hull, Human Resources Manager, and Laura Nieto, Deputy City Clerk

RECESS TO CLOSED SESSION

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

Conference with 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: John Davidson, Fred Galante, and Dispatch Transportation, LLC
Under Negotiation: Price and terms of sale

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

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

Name of Case: USA Waste of California, Inc. v. City of Irwindale, et al.
Case Number: LASC Case Number KC 066276

ACTION: Settlement offer considered. A motion was made by Councilmember Ortiz, seconded by Councilmember Burrola, and unanimously approved to provide a response to the settlement offer.

RECONVENE IN OPEN SESSION

At 6:45 p.m., the City Council reconvened in Open Session.

CHANGES TO THE AGENDA

CITY MANAGER DAVIDSON

City Manager Davidson noted that representatives from ReadyPac were unavailable to attend tonight's meeting for the company's recognition as business of the month. They will attend the July 13 meeting for the recognition.

COUNCILMEMBER TRAVEL REPORTS

COUNCILMEMBER GARCIA

Councilmember Garcia advised that he attended the ethics training session that was offered at the recent conference at Indian Wells.

MAYOR PRO TEM AMBRIZ

Mayor Pro Tem Ambriz noted that he also attended the session and said that he appreciated the networking opportunities afforded by his attendance at the conference.

MAYOR BRECEDA

Mayor Breceda stated that he also attended the conference and spoke highly of the information provided.

ANNOUNCEMENTS

MAYOR BRECEDA

Mayor Breceda recognized the attendance of the Baldwin Park City Council.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

CHAMBER OF COMMERCE BUSINESS OF THE MONTH – READY PAC

CHAMBER OF COMMERCE BUSINESS OF THE MONTH – READY PAC

The recognition was postponed until the meeting of July 13, 2016.

ADMINISTRATION OF OATH OF OFFICE TO PARKS & RECREATION COMMISSIONER JASON HICKMAN

ADMINISTRATION OF OATH OF OFFICE TO PARKS & RECREATION COMMISSIONER JASON HICKMAN

Jason Hickman was sworn-in as a Parks & Recreation Commissioner.

SPONTANEOUS COMMUNICATIONS

DAVE CARSON

Dave Carson, representing the KARE Youth League, thanked the Council for supporting his organization's new facility and noted that

the construction of the facility is ongoing. He also spoke in support of the proposed Material Recovery Facility ("MRF").

PAULINE ACOSTA

Pauline Acosta thanked those who attended the Senior Center recently.

SANDY PUSEY

Sandy Pusey spoke in support of the proposed MRF.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Burrola, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading ordinances by title only and waiving further reading thereof, with the exception of Item No. 1G, which was 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 April 27, 2016.

ITEM NO. 1B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll, were approved.

ITEM NO. 1C
2ND READING OF ORDINANCE NO. 702

2ND READING OF ORDINANCE NO. 702

ORDINANCE NO. 702 ADOPTED ON SECOND READING

Ordinance No. 702, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTER 2.04 OF TITLE 2 OF THE CITY OF IRWINDALE MUNICIPAL CODE TO CHANGE THE CITY COUNCIL MEETING STARTING TIME FROM 6:00 P.M. TO 5:30 P.M.," was passed, approved, and adopted; reading by title only and waiving further reading thereof. Due to an administrative oversight, the original number for the ordinance was corrected from 701 to 702.

ITEM NO. 1D
APPROVAL OF STREET CLOSURES FOR 626 GOLDEN STREETS FESTIVAL

APPROVAL OF STREET CLOSURES FOR 626 GOLDEN STREETS FESTIVAL

RESOLUTION NO. 2016-26-2840 ADOPTED

Resolution No. 2016-26-2840, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING STREET CLOSURES FOR THE 626 GOLDEN STREETS FESTIVAL," was adopted, and 2) the City Engineer was authorized to review and approve the street closure traffic control plans for the subject event.

ITEM NO. 1E
MANNING PIT PROJECT

MANNING PIT PROJECT

1) The City/County Cooperative Agreement for the Manning Pit Exchange of Sediment Placement Rights was approved; 2) the Mayor was authorized to execute the City/County Cooperative Agreement for this project; and 3) the City Engineer was authorized to process a Lot Line Adjustment to accept the 10 foot dedication for Pedestrian and Bike Access along the southerly boundary of the Manning Pit.

CITY ATTORNEY GALANTE

City Attorney Galante noted a slight change to this cooperative agreement to reflect that the County is allowed to dispose of material in another pit should the Kincaid pit be unavailable to accept materials.

ITEM NO. 1F
GOLD LINE FOOTHILL EXTENSION PROJECT

GOLD LINE FOOTHILL EXTENSION PROJECT

1) The tree replacement grant from the Gold Line Foothill Extension Construction Authority was accepted; 2) the granting of an easement to the Metro Gold Line Foothill Extension for the construction, repair, and maintenance of the barrier wall and soil nails constructed on Irwindale Avenue, was approved; 3) a grant deed from the Metro Gold Line Foothill Extension for the dedication of the street right-of-way of the west approach of the intersection of Irwindale Avenue and Jardin de Roca was accepted; and 4) the City Manager was authorized to negotiate an MOU/Lease Agreement for the development of a future police substation at the Gold Line Station for future consideration by the Council.

ITEM NO. 1H
SEWER MAINTENANCE AND STREET LIGHTING MAINTENANCE ASSESSMENT DISTRICTS FOR THE IRWINDALE BUSINESS CENTER

SEWER MAINTENANCE AND STREET LIGHTING MAINTENANCE ASSESSMENT DISTRICTS FOR THE IRWINDALE BUSINESS CENTER

RESOLUTION NO. 2016-28-2842 ADOPTED

Resolution No. 2016-28-2842, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ENGINEER'S REPORT FOR

FISCAL YEAR 2016-2017 FOR MAINTENANCE AND OPERATION AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWERAGE SYSTEMS LOCATED WITHIN THE IRWINDALE BUSINESS CENTER; DECLARING ITS INTENTION TO LEVY ASSESSMENTS FOR FISCAL YEAR 2016-2017; AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS THEREON", and

RESOLUTION NO. 2016-29-2843 ADOPTED

Resolution No. 2016-29-2843, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ENGINEER'S REPORT FOR FISCAL YEAR 2016-2017 FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE IRWINDALE BUSINESS CENTER; DECLARING ITS INTENTION TO LEVY ASSESSMENTS FOR THE FISCAL YEAR 2016-2017; AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS THEREON," were adopted.

ITEM NO. 1I
REQUEST TO CONDUCT FIREWORKS SALES – AMVETS POST 113; IRWINDALE LION'S CLUB; IRWINDALE SISTER CITY ASSOCIATION; JOSEPH "PEPE" MIRANDA SPORTS SCHOLARSHIP AND GRANT FOUNDATION; AND KNIGHTS OF COLUMBUS

REQUEST TO CONDUCT FIREWORKS SALES – AMVETS POST 113; IRWINDALE LION'S CLUB; IRWINDALE SISTER CITY ASSOCIATION; JOSEPH "PEPE" MIRANDA SPORTS SCHOLARSHIP AND GRANT FOUNDATION; AND KNIGHTS OF COLUMBUS

The requests from AmVets Post 113; Irwindale Lion's Club; Irwindale Sister City Association; Joseph "Pepe" Miranda Sports Scholarship and Grant Foundation, and Knights of Columbus, to conduct fireworks sales subject to compliance with all City, County, and State regulations, were approved.

ITEM NO. 1J
APPROPRIATION OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS – (COPS) AB3229

APPROPRIATION OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS – (COPS – CITIZENS OPTION FOR PUBLIC SAFETY) AB3229

RESOLUTION NO. 2016-23-2837 ADOPTED

Resolution No. 2016-23-2837, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING REVENUES AND AN APPROPRIATION IN THE AMOUNT OF $115,944.98 FOR FISCAL YEAR 2015-16 SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZEN'S OPTION PUBLIC SAFETY PROGRAM (COPS)", was adopted, thereby appropriating supplemental law enforcement services funds.

END OF CONSENT CALENDAR

ITEM NO. 1G WAIVE FORMAL BIDDING PROCEDURES AND APPROVE THE PURCHASE OF A USED MULTI-PURPOSE HEAVY DUTY TRUCK FOR THE REPLACEMENT OF THE EXISTING SUBSTANDARD DUMP TRUCK	WAIVE FORMAL BIDDING PROCEDURES AND APPROVE THE PURCHASE OF A USED MULTI-PURPOSE HEAVY DUTY TRUCK FOR THE REPLACEMENT OF THE EXISTING SUBSTANDARD DUMP TRUCK
COUNCILMEMBER BURROLA	Responding to several questions by Councilmember Burrola, Director Tam advised that the vehicle that is currently being used was a used-vehicle purchase made around 2005. However, this vehicle no longer serves the needs of the department. He spoke on the high costs of new vehicles and advised that staff was able to locate a used vehicle from 2012 that would be a good fit. He stated that the price of $95,000 is cost effective.
DISCUSSION HELD	Discussion was held regarding the proposed vehicle's current mileage and expected lifetime, maintenance, lack of warranty, the amount that staff anticipates using the vehicle, and the availability of a vehicle that is purchased compared to one that must be rented.
COUNCILMEMBER BURROLA	Councilmember Burrola expressed his preference in renting a vehicle instead of purchasing a used one.
MAYOR BRECEDA	Mayor Breceda stated that he was comfortable with purchasing the used vehicle.
MOTION	A motion was made by Mayor Breceda to approve **Resolution No. 2016-24-2838**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING REQUIREMENT AND APPROVING THE PURCHASE OF A USED MULTI-PURPOSE HEAVY DUTY TRUCK FOR THE REPLACEMENT OF TH EXISTING SUBSTANDARD DUMP TRUCK," and authorize the City Manager to enter into a purchase agreement with Rush Truck Center, in the amount of $65,206.30 for the purchase of a used 2012 International 4300 multi-purpose diesel truck to replace the existing dump truck.

ROLL CALL

The above mentioned motion, made by Mayor Breceda, was seconded by Mayor Pro Tem Ambriz, and approved; Councilmembers Burrola and Ortiz opposed; all others in favor.

NEW BUSINESS

None.

OLD BUSINESS

None.

PUBLIC HEARINGS

ITEM NO. 4A
MRF AND TS FEIR & DDA; A REQUEST TO CONSIDER CERTIFICATION OF THE FEIR AND TO CONSIDER APPROVAL OF A DDA FOR THE SALE OF SA OWNED PROPERTY LOCATED AT 2200 ARROW HWY (APN 8535-001-911)

MATERIALS RECOVERY FACILITY AND TRANSFER STATION FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) (SCH# 2013051029) AND DISPOSITION AND DEVELOPMENT AGREEMENT (DDA); A REQUEST TO CONSIDER CERTIFICATION OF THE FEIR AND TO CONSIDER APPROVAL OF A DDA FOR THE SALE OF SUCCESSOR AGENCY OWNED PROPERTY LOCATED AT 2200 ARROW HIGHWAY (APN 8535-001-911)

CITY ATTORNEY GALANTE

City Attorney Galante advised that this is a joint City Council/Successor Agency public hearing.

DIRECTOR ROMO

Director Romo read a statement submitted from staff from the Los Angeles County Solid Waste Management program and noted two additional items submitted tonight: one by the law firm of Remy Moose and Manley dated June 8, 2016, which included comments on the Irwindale MRF/TS FEIR and DDA. He also noted a packet of information submitted by the City of Baldwin Park dated June 8, 2016. He then provided background information on the project, discussed the staff report, and introduced Irwindale's CEQA Consultant, Jeff Harvey.

CITY MANAGER DAVIDSON

Responding to a question by City Manager Davidson, City Attorney Galante advised that AB939 diversion mandates are addressed in agreements between the city and Athens.

JEFF HARVEY

Jeff Harvey, Principal and Senior Scientist with Harvey Consulting Group and Irwindale's Consultant for the preparation of the FEIR, discussed CEQA processes and the determinations made in the FEIR.

COUNCILMEMBER ORTIZ

Responding to questions by Councilmember Ortiz, City Attorney Galante indicated that the wall that would be constructed on site would need to meet the city's requirements. Councilmember Ortiz also asked about the construction timeline, to which Dr. Harvey advised that the fuel station and convenience store will be built concurrently with the MRF, and the entire facility would be built over 18 months.

Councilmember Ortiz also asked about odor mitigation problems and how they would be handled, to which Dr. Harvey advised that odor issues must be addressed through a detailed action plan within 72 hours.

CITY ATTORNEY GALANTE

City Attorney Galante clarified that, though the development of the fueling station and convenience store will be completed along with the MRF, the ultimate size of the MRF could be phased at the applicant's discretion. He also noted that comments were received questioning why this did not go to the Planning Commission before going to the Council, and why the conditions of approval were not being considered tonight by the Council, to which City Attorney responded by saying that the property in question was previously owned by the Community Redevelopment Agency, as such, redevelopment law requires that an environmental process be completed in order to comply with CEQA. The entitlement process will allow the city to iron out specific details regarding the project specifications, but the draft requirements require the facility to be fully enclosed, feature quick rollup doors, and negative air pressure. Through the analyses that were received, the city has very good controls over the project and will have very detailed conditions to affirm that.

OPEN PUBLIC HEARING

At 7:48 p.m., Mayor Breceda opened the public hearing for comments.

GREG LOUGHNANE

Greg Loughnane, President of Athens Services, discussed other material recovery facilities that Athens has built in Los Angeles County, their features, and their positive impacts on communities.

RECESS

At 7:55 p.m., the Council took a short recess from the meeting.

RECONVENE

At 8:08 p.m., the Council reconvened in Open Session with all members present.

GREG LOUGHNANE

Greg Loughnane showed a video in support of the project.

GARY CLIFFORD

Gary Clifford, Executive Vice President of Athens Services, discussed Athens' background and the benefits a MRF would have on the community.

DAN BIANCO	Dan Bianco, architect of the proposed MRF, spoke in support of the project and showed renderings of the proposed site. Responding to a question by Councilmember Ortiz, Mr. Bianco advised that the city's design guidelines would be incorporated into the renderings and noted that he has worked with Director Romo to work on refining the details.
CITY ATTORNEY GALANTE	City Attorney Galante added that the project would still go through a plan and design review stage.
FRED BARBOSA	Fred Barbosa asked whether the facility would operate 24 hours per day, 7 days per week; how many more trucks would travel through the city; whether Waste Management's truck numbers were considered; and whether the city would be compensated if the property is sold.
SHANNON YAHTZEE	Shannon Yahtzee, CEO of Baldwin Park, spoke in opposition to the project, citing environmental concerns and their effects on Baldwin Park residents that reside in close proximity to the project and the Santa Fe Dam.
RICARDO PACHECO	Ricardo Pacheco, a Baldwin Park Councilmember, spoke in opposition to the project and cited environmental concerns. He suggested relocating the project.
MONICA GARCIA	Monica Garcia, Baldwin Park Mayor Pro Tem, cited environmental concerns and spoke in opposition to the project.
DAWN DEVROOM	Dawn DeVroom spoke in support of the project and spoke highly of Athens.
MANUEL LOZANO	Manuel Lozano, Baldwin Park Mayor, spoke in opposition to the project.
DIANE DEFELIZ	Diane DeFeliz, representing Baldwin Park, spoke on CEQA requirements and compared Baldwin Park's population to Irwindale's.
MARLENE CARNEY	Marlene Carney, President/CEO of the Irwindale Chamber of Commerce, spoke in support of the project and encouraged the Council to certify the FEIR and accept the Development Agreement.
LAM NGUYEN	Lam Nguyen spoke on his concerns with the FEIR and stated his opinion that the mitigating factors for birds and amphibians are inadequate.
PAULINE ACOSTA	Pauline Acosta spoke in support of the project.

JANE MAGUIRE

Jane Maguire cited environmental concerns and spoke in opposition to the project.

DENNIS CHIAPPETTA

Dennis Chiappetta, former COO of Athens Services, provided additional background information on the project and spoke in support of it. He also stated his willingness to work with Baldwin Park to find ways that the project would also benefit the city.

JERRY KOBIYASHI

Jerry Kobiyashi spoke on air and dust issues and opposed the project.

MIKE HOULIHAN

Mike Houlihan said that he reviewed the FEIR and suggested that there be assurances that the proposed wall be covered by vegetation to deter graffiti. He also stated his opinion that the noise analysis was inadequate.

JOHN MAGUIRE

John Maguire suggested that the project be relocated.

JEFF HARVEY

Jeff Harvey noted that he reviewed the documents that were received today and did not see anything particularly new to the FEIR. He did recommend, however, that the verbiage be modified so that odor issues are addressed within 72 hours.

He further explained the anticipated amount truck trips compared to current trips, hours of operation, the project's proposed location and other industrial businesses located beside it, the type of household waste the facility would process, biomitigation measures, Irwindale's issues with trucks from the Azusa MRF station impacting Irwindale streets, and noise levels. He also noted that the Santa Fe Dam is not considered to be a habitat for sensitive species.

CITY ATTORNEY GALANTE

City Attorney Galante spoke on a concern cited in the letter from Remy Moose & Manley and discussed the procedures taken in the sales of former Redevelopment Agency properties, including the requirement of the preparation of an EIR by CEQA. He also noted that the assertion that the valuation describing the appraisal not being made available is false, since the report was made available at the office of the City Clerk immediately upon posting of the notice of the project.

He further noted a statement that this matter should have gone to the Planning Commission first; however, he advised that all applicable redevelopment law and dissolution processes were followed. He advised that the DDA and the CEQA impacts had to be considered first, and the entitlements would be sought afterward. The conditions of approval will be provided through the entitlement process. He further stated that the recommendation by Dr. Harvey to respond to odor issues within 72 hours will be incorporated into the documents.

CLOSE PUBLIC HEARING

Mayor Breceda closed the public hearing at 9:30 p.m.

MAYOR BRECEDA

Mayor Breceda thanked the Baldwin Park Council for attending the meeting and noted their years of friendship. He spoke on Irwindale's previous concerns over Azusa's Waste Management's trucks traveling through Irwindale, but noted that the Irwindale Council never went to an Azusa City Council meeting to threaten or speak negatively of their facility. He stated that it was inappropriate for the Baldwin Park Councilmembers to yell and point fingers at Irwindale staff, City Manager, and City Attorney.

Mayor Breceda then noted that Athens' traffic would be rerouted through Rivergrade Road and onto Arrow Highway, so truck traffic would not impact Live Oak Avenue or the front of the proposed MRF. He also noted Baldwin Park businesses such as Waste Management, Allen Company, and wrecking yards that front the City of Irwindale. He noted that the Kare Youth League, which has a facility beside the proposed MRF, is in support of the project. He also advised that this project will create jobs, many of which will likely be filled by residents of Baldwin Park. He then stated this is a long-term project and that he supported the project wholeheartedly.

MAYOR PRO TEM AMBRIZ

Mayor Pro Tem Ambriz echoed Mayor Breceda's comments and advised that all impacts have been mitigated.

MOTION

A motion was made by Mayor Pro Tem Ambriz to adopt **Resolution No. 2016-16-2830**, entitled:

"A RESOLUTION OF THE CITY COUNCIL AND SUCCESSOR AGENCY OF THE CITY OF IRWINDALE, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT SCH NO. 2013051029 AS RELATED TO THE PROPOSED MATERIALS RECOVERY FACILITY AND TRANSFER STATION PROJECT; ADOPTING FINDINGS OF FACT AS REQUIRED BY PUBLIC RESOURCES CODE SECTION 21081(a) AND CEQA GUIDELINES, SECTION 15091, APPROVING A MITIGATION MONITORING AND REPORTING PROGRAM AS REQUIRED BY PUBLIC RESOURCES CODE SECTION 21081.6 AND CEQA GUIDELINES SECTION 15097, ADOPTING THE STATEMENT OF OVERRIDING CONSIDERATIONS AS REQUIRED BY PUBLIC RESOURCES CODE SEC. 21081(b) AND CEQA GUIDELINES SECTION 15093, AS RELATED TO THE PROPOSED MATERIALS RECOVERY AND TRANSFER STATION PROJECT", direct staff to file a Notice of Determination with the County Clerk and the State Clearinghouse, and adopt **Resolution No. 2016-18-2832**, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL AND SUCCESSOR AGENCY OF THE CITY OF IRWINDALE,

CALIFORNIA, APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF IRWINDALE CITY COUNCIL AND SUCCESSOR AGENCY AND ATHENS SERVICES AND MAKING FINDINGS THEREFORE AS REQUIRED BY HEALTH AND SAFETY CODE SECTION 33433."

COUNCILMEMBER ORTIZ — Councilmember Ortiz expressed his preference to conduct another appraisal of the property, to which City Attorney Galante advised that the Memorandum of Understanding requires the Council to negotiate based on that price and that a final deal cannot be locked-in until this document is approved. Councilmember Ortiz also suggested that exclusive franchise agreement with Athens be modified and stated that he was against the addition of one year to the franchise agreement for every $200,000 spent by Athens on attorney fees. He then expressed his support of the project and said that he looks forward to its approval.

COUNCILMEMBER BURROLA — Councilmember Burrola stated that he was comfortable with the EIR and praised the state-of-the-art facility.

COUNCILMEMBER GARCIA — Councilmember Garcia wholeheartedly agreed with the Mayor and recommended that the Baldwin Park Council reach out to Mr. Chiappetta to inquire about how the MRF could help Baldwin Park.

COUNCILMEMBER ORTIZ — Councilmember Ortiz again asked about reappraising the property, to which City Attorney Galante noted that the negotiations have occurred for a long time and that, as the city pushed on the price, the host fees went down.

MAYOR BRECEDA — Mayor Breceda advised against conducting another appraisal.

COUNCILMEMBER ORTIZ — Councilmember Ortiz then suggested that the city do all it can to minimize any impacts that this project may create, such as odor, noise, and other nuisances.

MAYOR BRECEDA — Mayor Breceda acknowledged the efforts of everybody involved in this project.

<u>ITEM NO. 4B</u>
ADOPTION OF FY 206-17 BUDGETS AND ESTABLISHING THE APPROPRIATIONS LIMIT FOR FY 2016-17

ADOPTION OF FISCAL YEAR 2016-17 BUDGETS AND ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016-17 (Joint Public Hearing with the Housing Authority, Irwindale Joint Powers Authority, and Reclamation Authority)

DIRECTOR CARREON — Director Carreon discussed the report.

MAYOR BRECEDA	Responding to a request by Mayor Breceda, Recreation Manager Grijalva explained that a new senior bus would cost approximately $92,000. However, the sale of the existing senior bus would probably cut that price by about $30,000. He also spoke on the available types of suspension, including a liquid suspension, which the seniors seem to love. He also checked into buses that are wheelchair accessible. He added that he is waiting on a quote to determine exactly how much the city will receive for its used bus.
COUNCILMEMBER BURROLA	Councilmember Burrola suggested looking into the price of rental buses, to which Mayor Breceda spoke on the benefits of owning a vehicle rather than renting one.
RECREATION MANAGER GRIJALVA	Recreation Manager Grijalva noted that the companies that rent out the buses would also provide drivers and would not allow city staff to drive the vehicles.
COUNCILMEMBER BURROLA	Councilmember Burrola suggested renting a bus until more funding is available to purchase a new bus, to which Mayor Breceda disagreed.
RECREATION MANAGER GRIJALVA	Recreation Manager Grijalva noted that Irwindale seniors feel comfortable with city drivers and that their anxiety levels may increase with drivers that they are not familiar with. He noted that he can prepare a cost analysis report and provide it to the Council.
COUNCILMEMBER ORTIZ	Responding to a question by Councilmember Ortiz, Recreation Manager Grijalva advised that new bus would probably not be shared with any other city department since it is not necessary. Councilmember Ortiz agreed with Councilmember Burrola and suggested looking into either renting or leasing a bus.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz asked about ADA requirements, to which Recreation Manager Grijalva advised that the city owns a vehicle which is equipped to transport passengers and their wheelchairs.
PAULINE ACOSTA	Pauline Acosta asked personnel-related questions, to which City Attorney Galante advised that these matters are confidential and cannot be discussed publicly.
DIRECTOR CARREON	Director Carreon then recapped her presentation.
COUNCILMEMBER GARCIA	Councilmember Garcia suggested holding off on purchasing a new bus until after the mid-year review, to which Recreation Manager Grijalva indicated that the '91 bus is required by law to be removed from service by 2017.

COUNCILMEMBER ORTIZ	Councilmember Ortiz asked about any additional income from future projects, to which Director Carreon advised that, as Successor Agency properties are sold, the city will receive 10% of the sale prices. She also noted that host fees from the Olive Pit will also be received.
MAYOR BRECEDA	Responding to a question by Mayor Breceda, Director Carreon indicated that some properties are already in escrow and that, as they are sold, staff will submit the money to the state, who will eventually return the city's 10% share.
COUNCILMEMBER BURROLA	Councilmember Burrola expressed his belief that the full-time Recreation Clerk would assist in securing grants for the recreation department. He also suggested hiring a Fleet Manager / Grant Writer that would ensure that all city vehicles are maintained and serviced, and would search for grants for all city departments.
RECREATION MANAGER GRIJALVA	Recreation Manager Grijalva clarified that the full-time Recreation Clerk would take responsibilities away from the Recreation Supervisor so that she would then have time to seek grants. He added that the Recreation Department has not sought grants during the past seven years since the department was understaffed.
CITY MANAGER DAVIDSON	City Manager Davidson advised that each department seeks grants as they become available; however, some grants require specialized personnel. He added that staff is not currently recommending hiring an individual grant-writer, though this is something that can be considered. A Fleet-Manager position can also be considered.
OPEN PUBLIC HEARING	At 10:20 p.m., Mayor Breceda opened the public hearing.
COUNCILMEMBER BURROLA	Councilmember Burrola said that expenditures are increasing and suggested that additional cuts be made. He asked that staff return with a revised budget with additional cuts.
MAYOR BRECEDA	Mayor Breceda noted that many of the proposed expenditures are one-time costs.
CITY ATTORNEY GALANTE	City Attorney Galante noted that a workshop has already been held where suggestions for budget adjustments were made. Tonight's action would simply approve the budget for the items that were considered. However, the implementation of the items would require separate action.
DIRECTOR CARREON	Director Carreon noted that additional adjustments can be made at the mid-year budget review and that she will review expenditures and report on any savings at that time.

CITY MANAGER DAVIDSON

Responding to a question by City Manager Davidson, Director Carreon advised that this budget is essentially a rollover budget from the past five years and that the only increases that were added prior to the budget workshop include cost of living increases, supplies and materials, healthcare and insurance costs, and PERS costs, all of which are out of the city's control. Anything else that is added, such as vehicles or programs, are brought to the Council for direction.

CLOSE PUBLIC HEARING

At 10:25 p.m., Mayor Breceda closed the public hearing.

ORDINANCE NO. 703 INTRODUCED FOR FIRST READING

Ordinance No. 703, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2016-17," was introduced for first reading, reading by title only and waiving further reading thereof, and

RESOLUTION NO. 2016-27-2841 ADOPTED

Resolution No. 2016-27-2841, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016-17," was passed, approved, and adopted, on the motion of Mayor Breceda, seconded by Councilmember Ortiz, and unanimously approved; Councilmember Garcia abstaining on all items relating to the Library.

CITY MANAGER'S REPORT

CITY MANAGER DAVIDSON

City Manager Davidson thanked Captain Henshaw and all the police officers that assisted with tonight's meeting.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:27 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

COUNCIL AGENDA
ITEM 1B

JUL 13 2016

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
June 2016

Payroll Batch DATE OF ISSUE 6/2/16	402-06-16 DEPARTMENT		AMOUNT
	42 Senior Citizens' Center		10,908.91
		Gross Payroll	10,908.91
		Required Deductions	(3,055.73)
		Voluntary Deductions	(100.00)
		Net Payroll	7,753.18

Payroll Batch DATE OF ISSUE 6/9/16	404-06-16, 405-06-16 DEPARTMENT		AMOUNT
	11 City Council		1,253.10
	13 City Administrative Office		27,376.24
	14 Finance Department		14,827.76
	35 Police Department		156,102.59
	40 Recreation Department		14,590.96
	42 Senior Citizens' Center		8,276.74
	44 Library		7,335.00
	51 Planning		12,978.01
	52 Engineering		49,868.48
		Gross Payroll	292,608.88
		Required Deductions	(82,887.13)
		Voluntary Deductions	(6,977.06)
		Net Payroll	202,744.69

Payroll Batch DATE OF ISSUE 6/13/16	413-06-16 DEPARTMENT		AMOUNT
	44 Library		17,485.80
		Gross Payroll	17,485.80
		Required Deductions	(4,126.71)
		Voluntary Deductions	(7,000.00)
		Net Payroll	6,359.09

Payroll Batch DATE OF ISSUE 6/23/16	418-06-16 DEPARTMENT		AMOUNT
	11 City Council		7,312.86
	13 City Administrative Office		26,846.29
	14 Finance Department		13,912.14
	35 Police Department		131,969.09
	40 Recreation Department		19,314.47
	42 Senior Citizens' Center		8,029.65
	44 Library		5,155.65
	51 Planning		13,120.99
	52 Engineering		50,422.61
		Gross Payroll	276,083.75
		Required Deductions	(73,460.19)
		Voluntary Deductions	(7,001.93)
		Net Payroll	195,621.63

Accounts Payable

Checks by Date - Summary By Check Number

User: mzepeda
Printed: 7/7/2016 - 10:21 AM

Check Number	Vendor No	Vendor Name		Check Date	Check Amount
59752	ALESHIRE	Aleshire & Wynder, LLP		06/16/2016	8,722.50
59753	ARIAS01	Michael Arias		06/16/2016	13.08
59754	CALIFO02	California American Water		06/16/2016	11.63
59755	CHARTE01	Charter Communications		06/16/2016	62.49
59756	CMRTA01	CMRTA		06/16/2016	25.00
59757	CO01	Daniel Co		06/16/2016	81.50
59758	FRONT01	Frontier Communications		06/16/2016	566.96
59759	GATTO01	Rudy Gatto		06/16/2016	89.85
59760	GOLDEN01	Golden Optometric Group		06/16/2016	2,102.00
59761	HICKMA01	Jason Hickman		06/16/2016	624.60
59762	LABLUE01	LA Blue Plumbing Heating & A/(		06/16/2016	10,400.00
59763	MCIWOR	MCI Comm Service		06/16/2016	35.35
59764	SANGAB11	San Gabriel Valley Newspaper		06/16/2016	918.72
59765	SCE02	Southern California Edison		06/16/2016	13,550.50
59766	SPARKL	Sparkletts Drinking Water		06/16/2016	300.06
59767	STAPLE	Staples Credit Plan		06/16/2016	26.14
59768	TEXAS01	Texas Life Insurance Co.		06/16/2016	691.25
59769	verizonw	Verizon Wireless		06/16/2016	723.60
59770	WELLS01	Wells Fargo Vendor Fin Serv		06/16/2016	344.03
59771	WONDER02	Wonders of Wildlife		06/16/2016	275.00
59772	XEROXC	Xerox Corporation		06/16/2016	412.91
59773	BANKOF03	Bank of The West		06/21/2016	13,218.78
59774	PETTYC05	City of Irwindale Petty Cash		06/21/2016	248.41
59776	ALLIAN01	Alliant Insurance Services		06/23/2016	1,137.00
59777	AMAZON	Amazon		06/23/2016	702.11
59778	ARIAS01	Michael Arias		06/23/2016	30.00
59779	CINGULAR	AT & T Mobility		06/23/2016	629.75
59780	Ayala01	Leonor Ayala		06/23/2016	243.75
59781	CPCA	CPCA		06/23/2016	419.00
59782	FEDEX	FedEx		06/23/2016	18.30
59783	FRONT01	Frontier Communications		06/23/2016	156.21
59784	GUADAL01	Guadalupe's		06/23/2016	1,218.00
59785	IRWIND04	Irwindale Chamber Of Commerce		06/23/2016	9,166.66
59786	LAPARTY	LA PartyWorks	VOID	06/23/2016	0.00
59787	PADILLAM	Melissa Marez		06/23/2016	78.91
59788	MARXBR	Marx Bros Fire Extinguisher Co		06/23/2016	1,001.88
59789	MCI	MCI		06/23/2016	36.77
59790	MCIWOR	MCI Comm Service		06/23/2016	35.35
59791	MIJACA	Mijac Alarm, Inc.		06/23/2016	1,379.00
59792	OSHIRO01	Allen Oshiro		06/23/2016	275.00
59793	PETTYC02	Petty Cash-City of Irwindale		06/23/2016	724.16
59794	PICCAR01	Amanda Piccari		06/23/2016	36.25
59795	RICOH01	Ricoh USA, Inc		06/23/2016	592.77
59796	RIOS04	Rosie Rios		06/23/2016	1,000.00
59797	SCE02	Southern California Edison		06/23/2016	643.10

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
59798	TAMKWO	William K. Tam	06/23/2016	172.50
59799	AMERIFID	American Fidelity Assurance	06/23/2016	4,882.30
59800	AMERIC34	American Fidelity Assurance Co	06/23/2016	1,760.47
59801	PERS	California Public Employees Retir	06/23/2016	167,167.76
59802	FRANC06	Franchise Tax Board	06/23/2016	372.33
59803	ICEA	Irwindale City Employee Assoc.	06/23/2016	500.00
59804	IMEA	Irwindale Mgmt Employee Assoc.	06/23/2016	240.00
59805	IRWIND02	Irwindale Police Officers Assoc.	06/23/2016	3,269.20
59806	NATION23	National Union Fire Insurance	06/23/2016	438.98
59807	STANDA01	Standard Insurance Co. RV	06/23/2016	475.30
59808	STANDA03	Standard Insurance Company	06/23/2016	1,811.98
			Report Total:	254,059.15

Accounts Payable

Checks by Date - Summary By Check Number

User: mzepeda
Printed: 7/7/2016 - 12:57 PM

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
59812	AT&T02	AT & T	06/30/2016	41.63
59813	AZUSALW	Azusa Light & Water	06/30/2016	542.97
59814	BRECED04	Mark A. Breceda	06/30/2016	1,270.84
59815	BURGUA01	Rene Burguan	06/30/2016	2,000.00
59816	CHIRINO	Gina Chirino	06/30/2016	135.00
59817	COSTCO02	Costco Wholesale	06/30/2016	54.61
59818	PMIDEN	Delta Dental Insurance Company	06/30/2016	1,890.44
59819	FS01	F.S. Contractors, Inc.	06/30/2016	1,355.35
59820	FEDEX	FedEx	06/30/2016	5.90
59821	FRONT01	Frontier Communications	06/30/2016	46.19
59822	GASCOM	Gas Company, The	06/30/2016	130.02
59823	GUTIER04	Rubi Gutierrez	06/30/2016	480.00
59824	LEVEL01	Level 3 Communications	06/30/2016	1,932.28
59825	PTM01	PTM General Engineering Servic	06/30/2016	45,249.68
59826	LORENZ01	Lawrence Ramos	06/30/2016	800.00
59827	RICOH01	Ricoh USA, Inc	06/30/2016	534.71
59828	SCE02	Southern California Edison	06/30/2016	840.46
59829	SOUTHE02	Southern California Edison-	06/30/2016	4.13
59830	VISION01	Vision Service Plan - (CA)	06/30/2016	3,715.47
59831	WAGONER	Pamela Wagoner	06/30/2016	75.00
59832	WILLDAN	Willdan Financial Services	06/30/2016	2,853.19
59833	PECHAN01	Pechanga Resort & Casino	07/05/2016	500.00
59834	ACEVED	Valinda Acevedo	07/13/2016	132.00
59835	ACOSTA05	Pauline Acosta	07/13/2016	75.00
59836	ALESHIRE	Aleshire & Wynder, LLP	07/13/2016	83,021.12
59837	AREAD	Area "D"	07/13/2016	900.00
59838	ARIAS03	James Michael Arias	07/13/2016	75.00
59839	ATHENS	Athens Services	07/13/2016	13,544.55
59840	AZUSAP01	Azusa Plumbing Supply	07/13/2016	167.93
59841	B&KELE02	B & K Electric Wholesale	07/13/2016	194.75
59842	BAKER01	Baker & Taylor Books	07/13/2016	20.98
59843	BARBOS03	Rebecca Barbosa	07/13/2016	150.00
59844	BILLST	Bill's Truck Repair, Inc.	07/13/2016	4,463.28
59845	BOBCAT01	Bobcat of Cerritos	07/13/2016	1,043.92
59846	BRACAM01	Pedro Bracamontes	07/13/2016	75.00
59847	BRITEW	Brite Works	07/13/2016	7,859.56
59848	CAL03	Cal Stripe Inc.	07/13/2016	3,253.00
59849	CALIBE01	Caliber Commercial Pool Servic	07/13/2016	950.00
59850	CALIFO25	California Library Association	07/13/2016	100.00
59851	CARQUEST	Carquest	07/13/2016	43.21
59852	CASC01	CASC Engineering & Consulting	07/13/2016	67,692.55
59853	CENTRO01	Centro Print Solutions	07/13/2016	433.88
59854	CHANDL	Chandler's Air Conditioning &	07/13/2016	427.51
59855	CHICO04	Mario Chico	07/13/2016	75.00
59856	CINTAS	Cintas Corporation No. 2	07/13/2016	116.75

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
59857	CITRUS05	Citrus Valley Health Partners	07/13/2016	20.00
59858	BALDWI02	City of Baldwin Park	07/13/2016	2,250.00
59859	CITYOF22	City of Glendora	07/13/2016	625.00
59860	CITYOF18	City of Santa Fe Springs	07/13/2016	8,434.89
59861	CODUTO	Donald P. Coduto	07/13/2016	2,362.50
59862	COMMUN01	Communications Center	07/13/2016	358.00
59863	COUNTY04	County Of Los Angeles	07/13/2016	92,775.84
59864	CREATI04	Creative Bus Sales, Inc.	07/13/2016	170.00
59865	DELONG	Delong Unlimited	07/13/2016	271.41
59866	DEPART06	Department Of Animal Care	07/13/2016	2,043.05
59867	DeptJust	Dept of Justice	07/13/2016	32.00
59868	DESIGN04	Design Concepts Consulting, Inc.	07/13/2016	600.00
59869	DISPLA01	Display Sales Company	07/13/2016	473.50
59870	DSRM01	DSRM Cable Construction	07/13/2016	1,320.00
59871	DUDEK01	Dudek	07/13/2016	22,214.95
59872	ELIFEGUA	eLifeguard, Inc.	07/13/2016	156.14
59873	ENVIRO03	Environmental Impact Sciences	07/13/2016	10,017.00
59874	ESTRADA0	Estrada Construction & Material,	07/13/2016	2,400.00
59875	FAST01	Fastenal Company	07/13/2016	55.09
59876	FOOTHI04	Foothill Presbyterian Hospital	07/13/2016	70.67
59877	GARVEY	Garvey Equipment Co	07/13/2016	1,964.24
59878	GEOLOG	Geologic Associates	07/13/2016	20,092.25
59879	HENKEL01	Henkels & McCoy	07/13/2016	680.00
59880	HONEYW01	Honeywell International Inc.	07/13/2016	900.30
59881	HIGHPE	HPC Computers, Inc.	07/13/2016	347.71
59882	INLAND02	Inland Engineering	07/13/2016	1,440.00
59883	INTERV	Inter-Valley Pool Supply	07/13/2016	1,428.96
59884	INTERS02	Interstate Batteries	07/13/2016	514.54
59885	IRWIND21	Irwindale Hand Wash & Auto Det	07/13/2016	275.86
59886	IRWIND03	Irwindale Tire Shop	07/13/2016	10.00
59887	JACKSO	Jackson Electric	07/13/2016	254.28
59888	JCL01	JCL Traffic	07/13/2016	2,777.25
59889	JOHNNY02	Johnny's Pool Service	07/13/2016	618.58
59890	JUSTIRE	Just Tires	07/13/2016	1,647.39
59891	KJSERV01	K.J Services Environmental	07/13/2016	2,220.75
59892	COORYE	Samir M. Khoury	07/13/2016	9,380.00
59893	LACOUN05	LA County Auditor Controller	07/13/2016	26.00
59894	LEISTI01	Steven K. Leistikow	07/13/2016	1,600.00
59895	LEWISE	Lewis Engraving, Inc.	07/13/2016	88.29
59896	LIEBERT	Liebert Cassidy Whitmore	07/13/2016	6,894.25
59897	LOPEZ12	Deniza Lopez	07/13/2016	75.00
59898	LOSANG09	Los Angeles County	07/13/2016	8,800.33
59899	MAINTE01	Maintex	07/13/2016	1,292.14
59900	MARIPO	Mariposa Landscapes, Inc.	07/13/2016	5,652.61
59901	MARXBR	Marx Bros Fire Extinguisher Co	07/13/2016	620.00
59902	MISSIO	Mission Linen Supply	07/13/2016	312.90
59903	MUNICI04	Municipal Code Corporation	07/13/2016	992.50
59904	NAPA01	Napa Auto Care - West Covina	07/13/2016	1,622.49
59905	NAVA02	Valeria Nava	07/13/2016	75.00
59906	OFFICE03	Office Depot	07/13/2016	4,055.53
59907	ORTIZ08	Veronica Ortiz	07/13/2016	100.00
59908	PADILL06	Margie Padilla	07/13/2016	75.00
59909	PHASEII	PARS	07/13/2016	1,750.00
59910	PerezM	Mary Perez	07/13/2016	75.00
59911	PRAXAI	Praxair	07/13/2016	39.71

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
59912	PROPRINT	Pro Printing, Inc.	07/13/2016	561.35
59913	RECPRO01	RecPro Systems, Inc	07/13/2016	1,965.00
59914	RECYCL02	Recycle Away Systems & Solutio	07/13/2016	4,894.97
59915	RICOH01	Ricoh USA, Inc	07/13/2016	64.31
59916	RIVERA04	Joseph Rivera	07/13/2016	75.00
59917	MARUNA	Masataka Sakaue	07/13/2016	618.83
59918	SCFUELS	SC Fuels	07/13/2016	6,417.69
59919	SHELTE01	ShelterClean, Inc.	07/13/2016	1,400.00
59920	SkyBluep	Sky Blueprint & Supplies, Inc	07/13/2016	320.13
59921	STOTZ01	Stotz Equipment	07/13/2016	5.03
59922	STUMPFEN	Stump Fence Co.	07/13/2016	6,830.00
59923	TEDJOH	Ted Johnson Propane	07/13/2016	19.30
59924	TOMARK	Tomark Sports, Inc	07/13/2016	629.98
59925	VISTA01	Vista Paint Corporation	07/13/2016	272.62
59926	WESTLD	Westland Group, Inc.	07/13/2016	1,670.00
59927	ACCELA01	ACCELA, Inc. #774375	07/13/2016	17,771.10
59928	BALLOO	Balloons 'N' More	07/13/2016	20.00
59929	CALIFO01	California Contract Cities	07/13/2016	3,309.00
59930	CHANDL	Chandler's Air Conditioning &	07/13/2016	396.42
59931	LACOUN02	County of Los Angeles	07/13/2016	322.00
59932	CPRSCA	CPRS Park & Recreation	07/13/2016	185.00
59933	Espino06	Joe Arthur Espinosa	07/13/2016	950.00
59934	CAULDR01	Herman Flores	07/13/2016	800.00
59935	HDL01	Hdl Software, LLC	07/13/2016	8,713.63
59936	JOHNNY02	Johnny's Pool Service	07/13/2016	10.89
59937	LACODE02	LA Co. Dept Of Public Works	07/13/2016	55.50
59938	LIEBERT	Liebert Cassidy Whitmore	07/13/2016	3,640.00
59939	REYES06	Aaron Reyes	07/13/2016	950.00
59940	SWANK01	Swank Motion Pictures, Inc.	07/13/2016	325.00
59941	THE06	The Blue Submarine	07/13/2016	285.00
59942	TROPHY	Trophy Center	07/13/2016	150.97
59943	WATCH01	Watch Guard	07/13/2016	4,550.00
			Report Total:	542,800.48

COUNCIL AGENDA
ITEM 1C

JUL 13 2016

AGENDA REPORT

Date: July 13, 2016

To: Honorable Mayor and City Council

From: John Davidson, City Manager

Subject: Establishment of the Annual Special Tax for the Community Facilities District No.1 for Fiscal Year 2016-2017

Recommendation:

The City Council adopt the attached Resolution No. 2016-39-2853 entitled: "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE ANNUAL SPECIAL TAX FOR THE COMMUNITY FACILITIES DISTRICT NO. 1 FOR FISCAL YEAR 2016-2017",** reading by title only and waiving further reading thereof.

Analysis:

The City has covenanted to levy each year the Special Tax, described in its Resolution No. 90-13-116 and in the Fiscal Agent Agreement dated March 1, 1998 pertaining to the 1998 CFD No. 1 Special Tax Refunding Bonds. This levy shall be of an amount sufficient to pay the debt service for the $7,685,000 City of Irwindale Community Facilities District No. 1 2010 Special Tax Refunding Bonds, and other expenses necessary for the proper administration of Community Facilities District No.1 ("CFD#1"). CFD#1 was established to provide infrastructure improvements including streets and sewer pipes that benefit the industrial development generally located between Arrow Highway, Live Oak Avenue, and Rivergrade Road.

The method of apportionment of the Special Tax gives priority first to Developed Property, and then to Undeveloped Property. Parcels are categorized as "Developed" if building permits have been issued for the property as of July 1. The special tax rate applicable to the Developed Properties within the CFD#1 is expected to generate sufficient revenues to pay the required annual bond debt service and administrative costs. Therefore, the two remaining undeveloped parcels within CFD#1 will not have any special tax levy this year. The two undeveloped parcels consist of the Successor Agency-owned 17-acre site and the privately-owned two-acre site located at the corner of Live Oak Avenue and Rivergrade Road.

The attached resolution has been prepared to establish the Fiscal Year 2016-2017 Special Tax to be collected in the same manner that ordinary ad valorem property taxes are collected, and to direct the County Auditor to place this special tax on the next county assessment roll on which taxes will become due for the District.

Fiscal Impact:

This tax levy will generate funds necessary for payment of the CFD Assessment District administration and debt service obligations. Some administrative staff time is eligible to be allocated to this fund, which will result in a nominal savings in the General Fund.

Fiscal Impact_____ (Initial of CFO)

Legal Impact_____ (Initial of Legal Counsel)

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

_____
John Davidson, City Manager

RESOLUTION NO. 2016-39-2853

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE ANNUAL SPECIAL TAX FOR THE COMMUNITY FACILITIES DISTRICT NO. 1 FOR FISCAL YEAR 2016-2017

WHEREAS, the City Council of the CITY OF IRWINDALE, CALIFORNIA, (hereinafter referred to as the "legislative body"), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California. This Community Facilities District shall hereinafter be referred to as "District" and,

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to said District, and this legislative body is desirous to establish the specific rate of the special tax to be collected for the next fiscal year.

THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES RESOLVE AS FOLLOWS:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the specific rate and amount of the special tax to be collected to pay for the costs and expenses for the Fiscal Year 2016-2017 for the referenced District is hereby determined and established as set forth in the attached, referenced and incorporated Exhibit "A".

SECTION 3. That the rate as set forth above does not exceed the amount as previously authorized by Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District, and is exempt from Proposition 218, Article XIIID of the California State Constitution.

SECTION 4. That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following, in the following order of priority:

A. Payment of principal of and interest on any outstanding authorized bonded indebtedness;

B. Necessary replenishment of bond reserve funds or other reserve funds;

C. Payment of costs and expenses of authorized public facilities;

D. Repayment of advances and loans, if appropriate; and,

E. Payment of District administrative costs.

The proceeds of the special taxes shall be used as set forth above, and shall not be used for any other purpose.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 6. All monies above collected shall be paid into the District funds, including any bond fund and reserve fund.

SECTION 7. The Auditor of the County is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special tax, and for the exact rate and amount of said tax, reference is made to the attached Exhibit "A".

SECTION 8. The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

PASSED, APPROVED, AND ADOPTED, this 13th day of July 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. 2016-39-2853 was duly passed and adopted at a regular meeting of the Irwindale City Council held on the 13th day of July 2016, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Deputy City Clerk

Exhibit "A"

CITY OF IRWINDALE
COMMUNITY FACILITIES DISTRICT NO. 1
FY 2016-2017 SPECIAL TAX RATES

SPECIAL TAX AREA	2016/2017 MAXIMUM SPECIAL TAX	2016/2017 APPLIED SPECIAL TAX
Special Tax Area A Developed	$22,719.99 / Acre or $1.3036/ Sq Ft	$17,031.66 / Acre or $0.98/ Sq ft
Special Tax Area A Undeveloped	$24,766.58 / Acre	$0.00
Special Tax Area B Developed	$17,391.83 / Acre or $0.9793 / Sq Ft	$0.00
Special Tax Area B Undeveloped	$18,156.58 / Acre	$0.00

Note:

Maximum Special Tax for any Developed Property in Area A and Area B is the greater of the Maximum Special Tax per Acre or the Maximum Special Tax per Square Foot of Improvements.

Applied Special Tax for any Developed Property in Area A and Area B is the greater of the Applied Special Tax per Acre or the Applied Special Tax per Square Foot of Improvements.

COUNCIL AGENDA
ITEM 1D

JUL 13 2016

AGENDA REPORT

Date: *July 13, 2016*

To: *Honorable Mayor and City Council*

From: *John Davidson, City Manager*

Issue: *Approve the Addition of one Police Detective position in the Police Department to be Part of the Taskforce for Regional Auto-theft Prevention (TRAP)*

City Manager's Recommendation:

Adopt **Resolution No. 2016-34-2848** entitled: "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ADDITION OF ONE POLICE DETECTIVE TO BE PART OF A REGIONAL AUTO THEFT TASKFORCE AT NO COST TO THE CITY AND THE RELATED MEMORANDUM OF UNDERSTANDING AND EXTENSION THEREOF,"** waiving further reading;

Analysis:

Auto theft is on the rise and our communities and businesses are suffering. In Los County auto theft has risen 19% over years past. The Taskforce for Regional Auto-theft Prevention (TRAP) is a team of law enforcement professionals from various agencies throughout Southern California. TRAP has offered the City of Irwindale a great opportunity to be part of this team at no cost to the city in an effort to reduce auto theft in Irwindale and across the region.

TRAP is actively looking for assistance from agencies that have proven themselves as professional, self-motivated and dependable. The Irwindale Police Department fits this bill and is seeking the addition of one Police Detective position in order to allow Irwindale to participate in this beneficial program and not reduce the investigative team currently in place.

The Irwindale detective participating in TRAP will be part of a team that targets auto thieves, chop-shops, theft rings as well as stolen parts dealers. It will allow access to many resources such as addressing specific issues within our jurisdiction by TRAP investigators. We will have the benefits of surveillance teams, tracking devices, bait-cars and investigative expertise as well as training for our staff.

The most important part of this assignment is that it is fully funded through the State of California through new legislation on DMV assessments. Additionally, there is no sunset clause so we can participate as long as staffing levels allow it.

Approval of the addition of the police detective shall be subject to the meet and confer process, if applicable.

Fiscal Impact:

No fiscal impact – Possible savings of $20,000 to $30,000.

TRAP will pay the Irwindale detective salary, overtime and benefits as well as providing them a vehicle (fuel and maintenance included) and equipment to use – all at no cost. The additional detective position will allow us to hire one police officer to backfill the employee assigned to TRAP.

Regardless of the salary position of the individual selected as the TRAP detective, TRAP will pay the entire amount including benefits. When we hire a new officer to backfill the vacancy created by the employee assigned to TRAP, we will hire the new officer at the A-Step salary rate. For the first year, this will create a salary savings of $20,000 to $30,000 depending on certificates, education, and benefits selected per the Police Officers MOU. The salary savings is realized in the difference between the TRAP detective salary and the newly hired officer salary.

ATTACHMENT:
1. Resolution.
2. TRAP MOU

Fiscal Impact: _____ (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel) Approval of the Resolution requires the commitment to execute an amended MOU to eliminate the termination date of 2018 and make the term indefinite, which has not yet been prepared, but approved by the California Legislature per AB 767, amending Vehicle Code section 9250.14. As such, the Council is requested to approve the extension, subject to the City Attorney's approval of the form of the Amended MOU.

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

John Davidson, City Manager

RESOLUTION NO. 2016-34-2848

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ADDITION OF ONE POLICE DETECTIVE TO BE PART OF A REGIONAL AUTO THEFT TASKFORCE AT NO COST TO THE CITY AND THE RELATED MEMORANDUM OF UNDERSTANDING AND EXTENSION THEREOF

WHEREAS, auto theft in Los Angeles has increased 19% and the community and businesses are suffering; and

WHEREAS, the Taskforce for Regional Auto-theft Prevention (TRAP) has offered the City of Irwindale a great opportunity to be part of a team to combat auto theft and other related crimes; and

WHEREAS, the police department is seeking the addition of one Police Detective position to participate in the TRAP assignment; and

WHEREAS, the police department is seeking an internal self-motivated, professional police officer to become the detective participating in the team; and

WHEREAS, the TRAP assignment is fully funded through the DMV assessments on vehicle registrations which will pay the fully burdened salary of the detective with a no sunset clause; and

WHEREAS, the City can backfill the detective assigned to TRAP by hiring a new police officer at an annual savings between $20,000 to $30,000 depending on who is selected.

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

SECTION 1. The City Council hereby approves the addition of one Police Detective positon in the police department

SECTION 2. The City Council hereby approves the police department participation in the Taskforce for Regional Auto-theft Prevention (TRAP) and approves the TRAP Memorandum of Understanding provided with this Resolution, including an amendment to remove the termination date of January 1, 2018 and replace it consistent with the revisions to State law, at Vehicle Code section 9250.14, which eliminates a termination date. The amendment is hereby approved subject to the City Attorney's approval as to form.

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

PASSED, APPROVED AND ADOPTED this 13th day of July, 2016.

_____
Mark Breceda, Mayor

ATTEST:

_____
Laura Nieto,
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. 2016-34-2848 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 13th day of July, 2016, by the following vote:

Councilmembers:

NOES:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None
ABSENT:	Councilmembers:	None

_____
Laura Nieto
Deputy City Clerk

MEMORANDUM OF UNDERSTANDING

TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION

TRAP

MEMORANDUM OF UNDERSTANDING

PART I

BACKGROUND, MISSION STATEMENT, AND MANAGEMENT STRUCTURE

ARTICLE 1: TASK FORCE ESTABLISHED

On July 28, 1992 the Los Angeles County Board of Supervisors implemented by Resolution, Vehicle Code Section 9250.14 (SB 2139) in Los Angeles County, to impose an additional one dollar vehicle registration fee on vehicles registered in the County. The revenue generated is designated for use in the deterrence, investigation, and prosecution of vehicle theft in Los Angeles County. The Sheriff, as Regional Coordinator in this effort, with the Chief Administrative Officer (CAO), in conjunction with the Countywide Criminal Justice Coordination Committee (CCJCC) has developed a consolidated vehicle theft curtailment program to integrate resources against vehicle theft.

On October 11, 2009, Assembly Bill 286 was passed and signed into law. This bill extends the provisions of Vehicle Code Section 9250.14 until January 1, 2018.

The undersigned do hereby join together to form a consolidated task force for the purpose of integrating investigative and prosecutorial resources to address the expanding vehicle theft problem in Los Angeles County. This Agreement shall become effective when signed and executed by the Regional Coordinator and the other respective participating member agencies.

ARTICLE 2: PROGRAM NAME

The name of this Program shall be "Taskforce for Regional Autotheft Prevention" (TRAP).

ARTICLE 3: MISSION STATEMENT

The mission of the "Taskforce for Regional Autotheft Prevention" (TRAP) is to promote a coordinated effort and encourage maximum cooperation between all law enforcement and prosecutorial agencies in Los Angeles County to deter and reduce the incidents of vehicle theft, to increase the recovery rate of stolen vehicles, to identify trends and patterns in vehicle theft, to provide training and

expertise to participating agencies countywide, and to coordinate a deterrence program in conjunction with the private sector.

3.1: TRAP will target, investigate, and prosecute individuals involved in vehicle theft, particularly those professional thieves who organize, direct, finance, or otherwise engage in commercial vehicle theft for profit.

3.2: TRAP will identify locations used in connection with vehicle theft offenses, including legitimate "front" business locations (i.e., body shops and auto dismantlers) which operate as commercial "chop shops", and take appropriate action.

3.3: TRAP will provide training and expertise for participating agencies throughout Los Angeles County.

3.4: TRAP will seek input and solicit cooperation from the private sector to coordinate a public deterrence program.

ARTICLE 4: THE BOARD OF ADVISORS

In keeping with the multi-agency concept of this Program, the Countywide Criminal Justice Coordination Committee, (CCJCC), through its Executive Steering Committee, will act as the Board of Advisors for TRAP and will be responsible for advising the Los Angeles County Sheriff on policy and overall strategy for the Program.

ARTICLE 5: THE REGIONAL COORDINATOR

The Sheriff shall administer the policy, procedures and affairs of TRAP, subject to the recommendations of the CAO and the CCJCC, through its Executive Steering Committee.

5.1: The Sheriff shall direct the Project Director to purchase/lease equipment, assets, office space, and resources to support the investigative, prosecutorial, and deterrence functions of the Program.

5.2: The Sheriff shall ensure that accurate books of account, showing in detail all financial transactions relating to TRAP, including all costs, expenses or charges paid, are maintained.

5.3: All books and records shall be open to inspection at all times during normal business hours by any authorized representative of participating agencies.

5.4: The Sheriff shall direct the Project Director to cause the books of account and other financial records to be audited annually.

5.5: The Project Director shall prepare and submit to the Sheriff and the CCJCC Executive Steering Committee in time for revision and adoption by it, prior to July 1st of each fiscal year, the annual budget of TRAP for the next succeeding fiscal year.

ARTICLE 6: THE PROJECT DIRECTOR

The Project Director will be selected by the Sheriff, after considering the recommendations of the CCJCC Executive Steering Committee, and shall be of senior law enforcement management rank that will provide a wide range of operational authority to TRAP.

6.1: The Project Director is responsible for planning, staffing, directing, organizing, coordinating, budgeting, auditing, and reporting all tasks, functions, and resources of TRAP.

ARTICLE 7: AMENDING THE MEMORANDUM OF UNDERSTANDING

The MOU may only be amended upon recommendation by the Sheriff, following consultation with, and agreement by, the CCJCC Executive Steering Committee and the CAO. All participants will be notified immediately of any proposed changes to this MOU.

ARTICLE 8: PARTICIPANTS

TRAP will be comprised of law enforcement personnel from Los Angeles County including Police Officers, Sheriff's Deputies, CHP Investigators, and Prosecutors and may include, in a non-reimbursed capacity, agents from the FBI, the National Insurance Crime Bureau, U.S. Customs, the Department of Motor Vehicles and/or other concerned agencies, at the discretion of the Project Director.

ARTICLE 9: TERMINATION OF PARTICIPATION

Participation in TRAP by a participating agency shall continue until termination in the manner hereafter provided.

9.1: Termination shall become effective 60 days following the giving of written notice of termination of participation by the participating agency to the Project Director. This 60 day period will provide for

the timely transfer of assignment and selection of replacement personnel.

ARTICLE 10: DISTRIBUTION OF ASSETS SEIZED

TRAP, when developing case investigations, shall use both civil and criminal forfeiture statutes in the seizure of assets. State and federal asset seizure programs will be utilized by TRAP. It is agreed that the assets seized by TRAP will be used to enhance future TRAP operations. Individual seizures in excess of $1,000,000 shall be reviewed by the CCJCC Executive Steering Committee for a recommendation to the Sheriff on appropriate disbursement. In the event a decision is made to disburse any excess assets, they shall be divided based on the following formula, developed by mutual consent:

10.1: It is agreed that 75% of the involved assets will be divided among the participating member agencies.

10.1a The formula for distribution will be 33% for LASD, 33% for LAPD, and 33% for other involved agencies, disbursed through the Los Angeles County Police Chiefs' Association.

10.2: The remaining assets, (25%) shall be disbursed to the TRAP Program Operating Fund upon approval by the CCJCC Executive Steering Committee.

10.3: Disbursement will be calculated after administrative costs and federal and state costs have been deducted.

ARTICLE 11: TERMINATION DATE

Funding for the Program expires on January 1, 2018, with an option for legislative extension. The Program will dissolve on that date unless the California State Legislature acts to continue the funding and the participants subsequently agree to continue participation.

ARTICLE 12: DISPOSITION OF ASSETS UPON DISSOLVEMENT OF TRAP

Upon dissolvement of TRAP any assets acquired by TRAP during the period of operation and still on hand shall be distributed to participating agencies, on the basis of appraised value at the time of dissolution, based on the following formula:

12.1: Los Angeles County Sheriff's Department, 33%.

12.2: Los Angeles Police Department, 33%.

12.3: Other Participating Agencies, 33%.

12.4: Operation and maintenance of the Auto Theft Information Network (ATIN), shall remain with the Los Angeles County Sheriff's Department.

PART II

OPERATIONAL STANDARDS, STRUCTURE, AND PERSONNEL

ARTICLE 1: OPERATING STANDARDS

All matters governing operating standards and procedures will be accomplished within Constitutional guidelines, insuring the rights of citizens, and considering the duty of law enforcement to deter crime and detect, arrest, and prosecute individuals engaged in illicit activity.

ARTICLE 2: STRUCTURE

TRAP will consist of three Groups: the Headquarters Group, the West Investigative Group, and the East Investigative Group.

2.1: The Headquarters Group shall be responsible for the administrative operation of the TRAP program including the Auto Theft Information Network (ATIN).

2.2: The West Investigative Group shall be responsible for enforcement activities within specifically defined areas in the western portion of Los Angeles County. Boundaries shall be determined by the Project Director and shall include all incorporated areas of the City of Los Angeles. The West Investigative Group will consist of two investigative teams as follows:

2.2a South Team
2.2b West Team

2.3: The East Investigative Group shall be responsible for enforcement activities within specifically defined areas in the eastern portion of Los Angeles County. Boundaries shall be determined by the Project Director and shall include the area of the County north of the northern most boundary of the City of Los Angeles. The East Investigative Group will consist of two investigative teams as follows:

2.3a North Team
2.3b San Gabriel Valley Team

2.4: Team Boundaries, which will be determined by the Project Director, shall not restrict or prohibit the necessary case follow up, investigation, or assistance by one team in any other team area.

2.5: Groups and Teams will be established in phases based on the receipt of necessary funding during the first year and at the direction of the Project Director.

ARTICLE 3: SUPERVISION

Each Investigative Group will be managed by an Area Lieutenant. Each regional team will be supervised by a supervisor of the rank of sergeant or supervisory detective.

3.1: The Area Lieutenants, one LASD and one LAPD, will be appointed by the respective parent agency. Team Supervisors will be selected by Area Lieutenants, in consultation with the Project Director, from candidates submitted by the involved parent agencies. Selections may involve an interview process and will in all cases be in full compliance with prevailing parent agency procedures.

3.2: Area Lieutenants are responsible for the leadership and management of the teams assigned to their respective Groups.

3.3: Team Supervisors are responsible for the supervision of personnel assigned to their respective teams, the vehicle theft issues in their area of responsibility, and the tasks assigned to their teams.

3.4: Officers assigned to TRAP will work full time under the direct daily supervision of Area Lieutenants and Team Supervisors. Area Lieutenants and Team Supervisors will be under the supervision of the Project Director and all members will follow the policies, procedures, and guidelines enacted for the Program.

Should any of the aforementioned policies, procedures, or guidelines conflict with the policy, procedures, guidelines, training or tactical guidelines of a participating parent agency, the individual member will immediately bring the conflict to the attention of a supervisor. The individual member shall abide by the directives of the parent agency until such conflict is resolved. The Project Director shall ensure that the appropriate action to resolve the conflict is initiated without delay.

ARTICLE 4: PERSONNEL SELECTION

Participating agencies shall nominate experienced investigators and qualified investigative trainees for assignment to TRAP. All investigative positions shall be filled by sworn personnel only. Final personnel selection decisions will be made by the Project Director, in consultation with the concerned agency heads. Selection may involve an interview process.

4.1: Agency representation will be based on agreed upon funding levels.

4.2: Based on the expertise required to conduct vehicle theft investigations, a one year minimum assignment is strongly recommended for TRAP personnel. Nothing in this agreement prevents an individual from returning to the parent agency for any reason based on agreed upon procedures.

4.2a Personnel may be terminated from the Program and returned to their respective parent agencies for failure to adhere to Program policies and procedures, at the discretion of the Project Director, in consultation with concerned agency heads.

4.2b Personnel suffering injury or illness resulting in extended absence or light duty status may be evaluated and returned to the parent agency at the discretion of the Project Director, in consultation with concerned agency heads.

ARTICLE 5: PROSECUTORIAL SUPPORT

At the inception of TRAP a Deputy District Attorney will be assigned to advise, assist, and coordinate prosecutorial activity.

These positions will be fully reimbursed by the Program. TRAP officers will continue to have access to respective Branch Offices for prosecutorial support, at no additional cost to the Program. During subsequent years of operation, prosecutorial participation will be evaluated and modified, if appropriate, based on work load and budget considerations.

ARTICLE 6: CASE PRIORITIZATION

Case priorities will be determined by, but not limited to, the sophistication of the enterprise, community impact, personnel and/or equipment availability, and workable investigative leads.

6.1: It shall be the policy of the Program to respond to requests for case development assistance from member agencies whose situation demands expertise or resources beyond their existing limitations, based on the availability and priorities of TRAP. If TRAP assistance is provided and TRAP becomes extensively involved in an ongoing investigation, TRAP may elect, by mutual agreement, to become the primary investigative unit on the case.

6.2: Proactive enforcement will be the primary activity of TRAP Teams and will include suspect and location identification, investigation, report preparation, and suspect arrest and prosecution. All manner of vehicle theft will be targeted but emphasis will be placed on professional, commercial auto theft operations.

ARTICLE 7: AUTO THEFT INFORMATION NETWORK (ATIN)

TRAP will develop a computerized, centralized, one stop vehicle theft incident and criminal history information center with crime analysis capability for use by law enforcement agencies.

ARTICLE 8: CRIME PREVENTION

TRAP will coordinate a vehicle theft prevention program utilizing private sector support, community groups, and the media to inform and educate the citizens of Los Angeles County regarding the vehicle theft problem. The intent of this program will be to enhance public awareness and encourage community participation to deter vehicle theft.

PART III

ADMINISTRATIVE GUIDELINES

ARTICLE 1: POLICY

All members of TRAP will be expected to conform to their parent agency's policies, procedures, and tactical guidelines as well as any additional policies and procedures set forth by TRAP.

ARTICLE 2: REPORTING FORMAT

Investigative reports will be completed in a timely manner and will describe activities fully, exactly and plainly. Copies of all case reports will be kept in the respective Team office under an in-house file number until completion of the case, at which time reports will be maintained in a centralized records retention file, managed by TRAP, pursuant to standardized document destruction procedures. Original copies of case reports will be forwarded to the involved parent law enforcement agency for required distribution and record keeping. All appropriate information will be entered into the ATIN system.

2.1: Report forms used to document case activities will be those employed by the Los Angeles County Sheriff's Department.

ARTICLE 3: RELEASE OF INFORMATION

Large scale investigations are sensitive. Protection of sources of information and managing information about areas of criminal activity are absolutely essential. Dissemination of information and reports will be done on a "need-to-know/right-to-know" basis in compliance with existing state and federal laws. Questions about the appropriateness of releasing case information will be referred to the Project Director, who will coordinate the dissemination of information.

3.1: TRAP will cooperate with the news media to assist them in obtaining information on matters of public interest. However, certain information must remain confidential in order to protect the Constitutional rights of the accused, to avoid interfering with a TRAP investigation, or because it is legally privileged.

3.2: The Project Director is responsible for the dissemination or coordination of press releases. All participating agencies will be

notified, time permitting, prior to any media releases. Notification will be made in all cases prior to any formal press briefing.

ARTICLE 4: ACTIVITY REPORT

Team Supervisors will prepare monthly activities reports detailing team activities for each Area Lieutenant. These activities reports will be forwarded to the Project Director and will serve as the basis for quarterly reports to the Sheriff and the CCJCC Executive Steering Committee. The Project Director will submit a quarterly operational report within 15 days of the close of a calendar quarter. Copies of the quarterly report will be forwarded to all participating agencies.

ARTICLE 5: DOCUMENT SECURITY

All reports and records will be designated CONFIDENTIAL. This material will be secured under lock and key when unattended. Access to files will be on a "need-to-know/right-to-know" basis. Case files being actively worked will be kept under the direct control of TRAP until the investigation is concluded. Cases with no workable leads, or cases that have not been worked after one year will be handled pursuant to lawful standardized document destruction procedures. At no time will official reports or evidence be kept or stored anywhere but the designated offices of TRAP or the evidence room or records section of the involved parent agency. The management of information will always be done in strict accordance with applicable local, state, and federal laws.

5.1: Monthly Activities Reports and other such similar TRAP materials are prepared specifically for the members of the CCJCC Executive Steering Committee and shall be considered and marked CONFIDENTIAL.

ARTICLE 6: MULTI-AGENCY CONCERNS

6.1: Citizen Complaints

Any complaint from an individual alleging misconduct by personnel of TRAP will be directed to the appropriate Area Lieutenant for immediate assignment and preliminary fact finding.

The Area Lieutenant will immediately notify the Project Director. The Project Director will notify the concerned officer's parent agency and provide them with all available information regarding the incident. Final determination of investigative responsibility will be made following discussion with the parent agency. Disciplinary action will be recommended and approved solely by the concerned parent agency.

6.2: Employee Evaluation

Area Lieutenants and Team Supervisors will assist appropriate parent agency supervisors in completing fair and objective evaluations for rating periods involving task force assignments. The parent agency evaluation form will be used.

6.3: On-Duty Traffic Collisions

6.3a Non-Injury

If a TRAP officer is involved in a traffic collision while on-duty NOT resulting in injury or death, the Area Lieutenant shall make the following notifications:

1. The Project Director
2. A supervisor from the involved officer's parent agency
3. A supervisor from the policing agency where the incident occurred.

Appropriate reports will be completed in compliance with legal requirements and parent agency policy.

6.3b Injury or Death

If a TRAP officer is involved in a traffic collision while on-duty which results in injury or death the Area Lieutenant shall make the following notifications:

1. The Project Director who will immediately notify the Sheriff and the Chairperson of the CCJCC Executive Steering Committee.
2. A supervisor from the involved officer's parent agency.
3. A supervisor from the policing agency where the incident occurred.
4. The California Highway Patrol.

Appropriate reports will be completed in compliance with legal requirements and parent agency policy.

6.4: When a TRAP officer is injured on-duty, the Area Lieutenant will notify the Project Director. An involved parent agency supervisor will be notified and procedures will be followed as required by the concerned parent agency. In case of an emergency, the officer will receive immediate medical attention in the most expedient manner. In order to assist the Area Lieutenant in ensuring an officer's injury is treated without delay, every officer assigned to TRAP will supply a supervisor with medical emergency notification information that will be maintained at the respective team office and TRAP Headquarters office.

6.5: Use of Force incidents will be reported as required by parent agency guidelines.

6.5a An officer involved shooting incident resulting in injury or death during the performance of duty will require the immediate notification of the following:

1. The Project Director, who will immediately notify the Sheriff and the Chairperson of the CCJCC Executive Committee.
2. A supervisor from the involved officer's parent agency.
3. A supervisor from the agency in which the incident took place.
4. The LASD Homicide Bureau.
5. The LAPD Force Investigation Division for LAPD involved cases.
6. Specific attention should be given to the existing ***Memorandum of Agreement Between the Los Angeles County Sheriff's Department and the Los Angeles Police Department Regarding Investigative Responsibilities of Law Enforcement Officer Involved Shootings***. This document was signed in 2007 by Sheriff Leroy D. Baca and Chief William J. Bratton.

6.5b Investigative and reporting responsibility will be determined following consultation with involved agency representatives and will be in compliance with all parent agency guidelines. Nothing in this agreement precludes concurrent investigations by involved agencies. The District Attorney's rollout team will be notified if the parent agency of the involved officer requests it. If there is a conflict between parent agency policies when multiple jurisdiction officers are involved, the District Attorney's rollout team will be notified.

6.5c Any non hit shooting or accidental discharge shall immediately be reported to the Area Lieutenant for preliminary investigation. The Area Lieutenant will respond and notify the Project Director who will notify the supervisor from the involved officer's parent agency.

Investigative and reporting responsibility will be determined following consultation with the involved agency representatives and will be in compliance with all parent agency guidelines.

6.6: Every officer assigned to TRAP will carry a firearm in accordance with his/her department policies and procedures. Applicable parent agency policies concerning the use of firearms shall apply. Any firearms carried by TRAP officers must be approved by the concerned parent agency. TRAP officers shall comply with their respective parent agency firearms qualification requirements.

6.7: Each member agency shall be solely liable for any and all damages, including attorney's fees, resulting from the acts or omissions of its own employees, including those employee of or assigned to TRAP, and shall indemnify and hold harmless each other member agency for said acts and omissions.

6.8: Each agency is responsible for any worker compensation, sick, injured on duty, or similar benefits incurred by or due its employees.

ARTICLE 7: TRAINING

All required parent agency training shall be attended by assigned personnel. A Team Supervisor shall be notified of scheduled training as soon as possible. TRAP will schedule additional training consistent with TRAP's stated mission and goals.

PART IV

FISCAL GUIDELINES

ARTICLE 1: SOURCE OF FUNDING

Revenue for TRAP as outlined in the following sections from Vehicle Code Section 9250.14, (AB 286):

9250.14. (a) (1) In addition to any other fees specified in this code and the Revenue and Taxation Code, upon the adoption of a resolution by any county board of supervisors, a fee of one dollar ($1) shall be paid at the time of registration or renewal of registration of every vehicle, except vehicles described in subdivision (a) of Section 5014.1, registered to an address within that county except those expressly exempted from payment of registration fees. The fees, after deduction of the administrative costs incurred by the department in carrying out this section, shall be paid quarterly to the Controller. (2) In addition to the one dollar ($1) service fee, and upon the implementation of the permanent trailer identification plate program, and as part of the Commercial Vehicle Registration Act of 2001, all commercial motor vehicles subject to Section 9400.1 registered to an owner with an address in the county that established a service authority under this section, shall pay an additional service fee of two dollars ($2).

(b) Notwithstanding Section 13340 of the Government Code, the money paid to the Controller is continuously appropriated, without regard to fiscal years, for the administrative costs of the Controller, and for disbursement by the Controller to each county that has adopted a resolution pursuant to subdivision (a), based upon the number of vehicles registered, or whose registration is renewed, to an address within that county.

(c) Except as otherwise provided in this subdivision, money allocated to a county pursuant to subdivision (b) shall be expended exclusively to fund programs that enhance the capacity of local police and prosecutors to deter, investigate, and prosecute vehicle theft crimes. In any county with a population of 250,000 or less, the money shall be expended exclusively for those vehicle theft crime programs and for the prosecution of crimes involving driving while under the influence of alcohol or drugs, or both, in violation of Section 23152 or 23153, or vehicular manslaughter in violation of Section 191.5 or subdivision (c) of Section 192 of the Penal Code, or any combination of those crimes.

There will be no personnel or equipment costs to participating agencies. Revenue may not be used to fund existing budgeted programs or personnel and participating

agencies may not charge any indirect costs for administration or implementation of this agreement.

ARTICLE 2: PROGRAM OPERATING FUND

Monies will be received by the County of Los Angeles and placed in a single County fund, overseen by the Sheriff, as a Program Operating Budget. Participating agency personnel will be provided with necessary assets, supplies, and equipment, including vehicles, communication equipment and technical tools from the Program Operating Budget.

ARTICLE 3: FUNDING LEVELS

Funding for operating costs will be made from the Program Operating Budget at the following levels:

3.1: Overhead costs not to exceed 33% of the total Program Operating Budget shall be set aside to fund administrative and support costs associated with the Program which include the following:

- **3.1a** Any salaries for non investigative personnel
- **3.1b** CHP salary, benefits and equipment (one per team)
- **3.1c** Support staff equipment procurement
- **3.1d** The creation of an Auto Theft Information Network (ATIN), centralized computerized system.

3.2: Participating agencies agree to assign personnel to TRAP. All personnel assigned to TRAP will be paid by their respective agencies.

Expenditures for task force field personnel, including salary, benefits, overtime and equipment will be funded from the remaining 66% of the Program Operating Budget. Salary, benefits and overtime expenditures will be reimbursed to participating agencies at the following funding/staffing levels:

- **3.2a** Los Angeles County Sheriff's Department, 33%.
- **3.2b** Los Angeles Police Department, 33%.
- **3.2c** Other Participating Agencies, 33%.

3.3: All overtime will be reimbursed from the Program Operating Budget.

3.3a No overtime will be allowed unless by prior approval of an Area Lieutenant.

3.3b All personnel will, as required, work beyond their normal work day or respond to call outs as deemed necessary by the Area Lieutenant or Team Supervisor.

3.4: TRAP will provide vehicles to assigned personnel. Involved parent agencies agree to provide liability/hold harmless coverage pursuant to established parent agency procedures.

3.5: Any excess funds not expended from the administrative and support costs may be diverted to the personnel costs, quarterly, at the discretion of the Project Director.

3.6: The administrative and support funding levels may be adjusted by the Sheriff, upon recommendation of the Project Director, the CCJCC Executive Steering Committee, and the CAO.

3.7: The Project Director shall prepare a quarterly report which describes revenues and expenditures for the prior quarter as well as year to date. The report shall include administrative, payroll, overtime, investigative, and equipment expenditures.

ARTICLE 4: SPECIAL FUNDS

A special fund shall be established, to which members of TRAP may charge expenditures as necessary in the performance of the duties of the Program.

Special funds expenditures are those authorized expenditures by TRAP personnel incurred while working undercover or on surveillance and must be directly related to program maintenance, and/or investigative expenses. The Project Director shall maintain this fund in the amount of $10,000 through the year. Expenditures shall have the prior approval of the Project Director. A numbered receipt and ledger system requiring the signature of the Area Lieutenant and a Team Supervisor will be required for all expenditures denoting the appropriate reason for the expenditure.

ARTICLE 5: LOSS OF MONIES

In the event monies are lost, stolen, or otherwise not accounted for, the Project Director will immediately initiate an investigation.

ARTICLE 6: CREDIT CARDS

The Project Director may apply for, receive, and authorize the use of credit cards for the sole purpose of conducting TRAP business.

ARTICLE 7: FUND ADMINISTRATION

The fund will be administered by the Los Angeles County Sheriff's Fiscal Services Office.

7.1: Day to day fiscal management, accounting, and record keeping will be done by the Sheriff's Department Fiscal Services Office and the Project Director.

7.2: Participating agencies shall maintain current and accurate records of account of all obligations and expenditures for respective assigned personnel.
Agencies seeking reimbursement for TRAP activities shall submit a detailed statement of expenses in a prescribed format to the Project Director within 30 days following the end of each quarter. Only basic salary, benefit and related overtime costs (at time and one half) will be reimbursed by TRAP. Upon approval by the Project Director, a claim for reimbursement will be forwarded to the Los Angeles County Sheriff's Fiscal Services Office for payment within 30 days. Requisitions for materials and services related to TRAP must have the prior approval of the Project Director. Approved expenses will be forwarded to and paid by the Los Angeles County Sheriff's Fiscal Services Office.

Department, hereafter called **LAPD**, and the Taskforce for Regional Autotheft Prevention, hereinafter called **TRAP**.

TRAP will reimburse the LAPD for salary and benefits for one (1) Lieutenant, one (1) Sergeant (D3), and eleven (11) Investigators on a full time basis, including overtime incurred during participation in the Taskforce.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, TRAP and the LAPD do hereby agree as follows:

1. LAPD agrees to assign one (1) Lieutenant, one (1) Sergeant (D3), and eleven (11) Investigators to TRAP.

2. The LAPD Contact Coordinator will be LT GREG JONES #23428, TRAP OIC

3. Should the LAPD desire to terminate its participation in the Task force, notification in writing to the Project Director is required. The termination shall be deemed to take effect not less than sixty (60) days after the receipt of written notification.

4. This agreement may be amended by written mutual consent of both parties hereto.

5. The LAPD agrees to invoice TRAP on a monthly or quarterly basis. The LAPD, Accounting Section, will send all invoices to:

TRAP
9040 Telstar, Suite 115
El Monte, CA 91731

6. In the event of unforseen emergency or disaster, this agreement may be canceled by either party without prior written notice.

CITY OF LOS ANGELES
Police Department

Date: 11-3-10

CHARLIE BECK
CHIEF OF POLICE

APPROVED AS TO FORM
Office of the County Counsel

Principal County Counsel

COUNTY OF LOS ANGELES
Sheriff's Department

Date: 11-12-10

LEROY D. BACA
SHERIFF

County of Los Angeles
Sheriff's Department
4700 Ramona Boulevard
Monterey Park, CA 91754

Ty Henshaw

From: Enfield, Jeff D. <JDEnfiel@lasd.org>
Sent: Tuesday, June 28, 2016 2:02 PM
To: Ty Henshaw
Subject: RE: TRAP
Attachments: 2015 Vehicle Theft and Recovery Data.pdf

Ty,

I have attached the CHP 2015 Vehicle Theft Data for your reference.

As for the 2018 MOU we have not begun updating this document. Please be reassured it will not be changing much. Advise your financial folks that TRAP will continue funding 100% of detective personnel salaries, benefits, overtime and equipment.

Jeff

-----Original Message-----
From: Ty Henshaw [mailto:thenshaw@IrwindaleCA.gov]
Sent: Monday, June 27, 2016 6:44 PM
To: Enfield, Jeff D. <JDEnfiel@lasd.org>
Subject: Fwd: TRAP

...also, our finance folks are hung up on the 2018 end date in the MOU. Do you guys have something current that addresses the no sunset clause?

Thanks brother!

Ty

Begin forwarded message:

From: Ty Henshaw <thenshaw@IrwindaleCA.gov<mailto:thenshaw@irwindaleca.gov>>
Date: June 27, 2016 at 3:45:23 PM PDT
To: "'Enfield, Jeff D.'" <JDEnfiel@lasd.org<mailto:JDEnfiel@lasd.org>>
Subject: RE: TRAP

Jeff, can you get me a statistic for my staff report. I'm looking for the increase in auto thefts in the county or region over the past year.

Thanks

Ty

From: Enfield, Jeff D. [mailto:JDEnfiel@lasd.org]
Sent: Monday, June 13, 2016 3:07 PM
To: Ty Henshaw
Subject: RE: TRAP

Ty,

It will be the same MOU with a signature page for your agency as participant.

Jeff

From: Ty Henshaw [mailto:thenshaw@IrwindaleCA.gov]
Sent: Monday, June 13, 2016 2:22 PM
To: Enfield, Jeff D. <JDEnfiel@lasd.org<mailto:JDEnfiel@lasd.org>>
Subject: RE: TRAP

Hi Jeff,

Is there an MOU that requires signatures from our agency as a participant? The one attached has signatures from LAPD and LASD or...do we have an amendment we add?

Please let me know when you have time.

Thanks

Ty

From: Enfield, Jeff D. [mailto:JDEnfiel@lasd.org]
Sent: Thursday, June 09, 2016 3:24 PM
To: Ty Henshaw
Subject: TRAP

Good Afternoon Ty,

The Taskforce for Regional Autotheft Prevention (TRAP) currently has investigator openings. In addition, our funding stream has doubled due to new legislation that doubled our income stream (based upon a DMV assessment fee with no sunset clause). As such, we will be expanding the taskforce by approximately 20 additional investigators. Our Project Director has asked that a list of interested agencies be established. Management at TRAP strongly believes that the inclusion of the Irwindale Police Department (IPD) in the taskforce would be beneficial to the IPD, the surrounding community and to TRAP itself. Some benefits of membership include:

* GTA and auto theft specific issues are addressed within your jurisdiction by TRAP investigators.
* Assistance with other emergency situations (i.e. surveillance assistance in emergencies, loan of equipment like tracking devices, investigative assistance and expertise).
* Provide regular training for officers at your agency.
* For the duration of the officer or detective's loan (usually three years), his/her salary and all benefit costs would be paid for by TRAP. Additionally, TRAP provides the detective/officer a take home vehicle and pays for all maintenance and other costs associated with the vehicle.
* Provides a career enhancement for detectives/officers at your agency. When they return, they possess countless skills (investigative, auto theft-related, surveillance, etc.).

If your agency is interested in this program, TRAP is very interested in further discussions with you. Listed below is the general type of detective/officer that TRAP seeks to include on the task force:

* Highly self-motivated and productive person.
* Mature and dependable.
* Gets along well in small groups and is a team player.
* Preferably, has some solid investigative experience. Auto theft investigative experience is all the more desirable, but not mandatory.

I look forward to speaking with you about this in the near future.

Thank you,

Lt. Jeff Enfield
Los Angeles County Sheriff's Dept.
Detective Division / TRAP
9040 Telstar Ave., #115
El Monte, CA 91731
Office: (626) 572-5623
Cell: (626) 625-8401
Efax: (323) 415-2871
Email: jdenfiel@lasd.org<mailto:jdenfiel@lasd.org>

COUNCIL AGENDA
ITEM 1E

JUL 13 2016

AGENDA REPORT

Date: July 13, 2016

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: APPROVAL OF AN EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM – LOCAL FUNDS

City Manager's Recommendation:

That the City Council authorize the City Manager to enter into an Exchange Agreement and Assignment of Federal Surface Transportation Program Local Funds with the Los Angeles County Metropolitan Transportation Authority (LACMTA).

Analysis:

I). On May 17, 2016, the City Manager's office received an email notification from LACMTA offering an opportunity to exchange Federal Surface Transportation Program-Local (STP-L) funds for flexible LACMTA STP-L local transportation funds.

II). The City receives approximately $4,500 in federal transportation funds each year. The application of these federal funds is subject to federal guidelines, and eligible projects are required prior federal approval before the start of the project. The City's past practice was to exchange these funds with MTA for local funds that can be used on City projects.

III). The City's plan is to use these STP-L funds as our local matching funds for the I-605 Live Oak Avenue Capacity Improvement project. This project will be administrated by the City. Due to the lengthy process of obtaining Caltrans approval for the construction of this project, the estimated date of construction for this project is summer of 2017. Since MTA is offering to exchange these federal funds for the less restrictive LACMTA local transportation funds, the City should take advantage of this Exchange of Federal Funds to avoid losing this amount of federal funds.

IV) As stated in this STP-L Exchange Agreement, the City's unobligated STP-L fund balance is $26,112.69. If the City participates in the exchange

program, the City will receive $25,590.44 in a less restrictive LACMTA local transportation fund after the reduction of a 2% of MTA administration fee.

Fiscal Impact: _____ **(Initial of CFO)**

Legal Impact: _____ **(Initial of Legal Counsel)**

Contact Person: William K. Tam, Public Works Director/City Engineer – 626/430-2212

John Davidson, City Manager

Attachment: STP-L Funds Exchange Agreement

EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM — LOCAL FUNDS

This Exchange Agreement and Assignment of Federal Surface Transportation Program-Local Funds ("AGREEMENT"), is made and entered into as of May 3, 2016, by and between the City of Irwindale ("CITY") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. CITY is eligible for and has available Federal Surface Transportation Program-Local funds ("STP-L Funds").

B. CITY desires to exchange $26,112.69 of CITY's STP-L Funds for a like amount of LACMTA Local Transportation Funds ("LACMTA Funds").

C. LACMTA is willing to exchange $26,112.69 in LACMTA Funds for a like amount of CITY's STP-L Funds subject to the terms and conditions contained herein.

D. An exchange of CITY's STP-L Funds with LACMTA Funds is beneficial to and in the general interest of CITY and LACMTA.

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and LACMTA, and of the promises contained herein, it is hereby agreed as follows:

AGREEMENT:

1. CITY hereby assigns to LACMTA $26,112.69 of CITY's STP-L Funds. LACMTA shall be authorized to deduct such amount from CITY's STP-L Fund balance. This assignment shall be automatically effective upon full execution of this AGREEMENT without the necessity of the execution, delivery or recording of any further instrument whatsoever. Notwithstanding the foregoing, at LACMTA's request, CITY shall execute and deliver such documents and instruments as may be required to evidence such assignment of STP-L Funds.

2. LACMTA hereby accepts CITY's assignment of CITY's STP-L Funds for use on Federal-aid-eligible project(s), to be determined by LACMTA in its sole and absolute discretion.

3. Upon receipt of (i) a fully executed AGREEMENT, (ii) CITY's written certification of the amount of CITY's STP-L Fund Balance, as defined herein, which CITY's STP-L Fund Balance shows that CITY has sufficient STP-L Funds to meet its obligations hereunder, and (iii) LACMTA's deduction of CITY's STP-L Funds as provided in paragraph 1 above, LACMTA shall pay CITY $25,590.44 of LACMTA Funds which includes the deduction for the processing fee described in paragraph 5 below. For purposes of this AGREEMENT, CITY's "STP-L Fund Balance" shall mean the amount of funds contained in CITY's STP-L Fund account as of the date that this AGREEMENT is fully executed

plus CITY's FY16 apportionment share of STP-L Funds. If the STP-L Fund Balance is insufficient to satisfy CITY's exchange obligations hereunder, CITY hereby authorizes LACMTA to deduct from CITY's future STP-L Funds until LACMTA has in the aggregate received the amount of CITY's STP-L Funds specified in paragraph 1 above.

4. CITY must complete an Automated Clearing House (ACH) form as provided in Exhibit A to allow LACMTA to make disbursements electronically. Disbursements via ACH will be made at no cost to CITY. If electronic disbursements are not the preferred method of disbursement, CITY may request an exception in writing.

5. CITY shall pay LACMTA a two-percent (2%) processing and administrative fee ("the Processing Fee") in connection with the exchange contemplated by this AGREEMENT. The Processing Fee shall be assessed against the total amount of LACMTA Funds payable to CITY. CITY hereby authorizes LACMTA to deduct the Processing Fee from the amount LACMTA is to pay CITY hereunder.

6. CITY shall expend the LACMTA Funds on STP-L-Eligible Projects by the Lapsing Date. For the purposes of this AGREEMENT, "the Lapsing Date" shall mean the date that is five (5) years from the date that this AGREEMENT is fully executed. Any LACMTA Funds not expended by the Lapsing Date shall lapse and be returned to LACMTA within thirty (30) days of the Lapsing Date for further programming to third parties as LACMTA determines in its sole discretion.

A. For the purposes of this AGREEMENT, the term "STP-L-Eligible Project" shall mean any transportation capital improvement that would normally qualify for the STP-L program, provided however, that any applicable federal regulations and standards related to procurement and other project delivery issues may be substituted with applicable state and local regulations, standards, and policies.
B. The term "expend" as used in Section 6 shall mean "encumbered by an awarded contract".
C. If the LACMTA Funds have lapsed and CITY has not returned all or a portion of the lapsed LACMTA Funds to LACMTA, then CITY shall be considered to be in default and agrees that such outstanding payments shall be paid from CITY funds in the following priority: first, from any of CITY's unobligated STP-L balance funds, then from CITY's Proposition A local return funds, then from CITY's Proposition C local return funds, and then from CITY's Measure R local return funds. If CITY is in default hereunder, in addition to all rights and remedies available to LACMTA at law or in equity and without further notice or ability to cure by CITY, CITY hereby authorizes LACMTA to withhold the applicable STP-L funds or local return funds in the amount needed to satisfy the outstanding amount of lapsed LACMTA Funds due and owing to LACMTA prior to LACMTA transferring the balance of such local return funds to the CITY in accordance with the applicable state laws or ordinances.

7. CITY must use the LACMTA Funds in the most cost-effective manner. If CITY intends to use a consultant or contractor to implement all or part of the STP-L-Eligible Project, LACMTA requires that such activities be procured in accordance with CITY's contracting procedures and be consistent with State law as appropriate. CITY will also use the LACMTA

Funds in the most cost-effective manner when the LACMTA Funds are used to pay "in-house" staff time. CITY staff or consultants with project oversight roles may not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.

8. LACMTA, and/or its designee, shall have the right to conduct audits of CITY's use of the LACMTA Funds, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits, and final audits. CITY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). CITY's records shall include, without limitation, any supporting evidence deemed necessary by LACMTA to substantiate CITY's use of LACMTA Funds. These records must be retained by CITY for five years following CITY's last use of the LACMTA Funds. CITY shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this AGREEMENT. The allowability of costs for CITY's own expenditures submitted to LACMTA for the STP-L-Eligible Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for CITY's contractors, consultants, and suppliers expenditures submitted to LACMTA through CITY's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require CITY to return monies to LACMTA, CITY agrees to return the monies within thirty (30) days after the final audit is sent to CITY.

9. The terms of this AGREEMENT shall commence on the date that this AGREEMENT is fully executed and shall terminate once CITY has expended all the LACMTA Funds and all LACMTA audit and reporting requirements have been satisfied.

10. CITY shall fully indemnify, defend and hold LACMTA and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages of any nature whatsoever arising out of (i) a breach of CITY's obligations under this AGREEMENT; or (ii) any act or omission of CITY or its officers, agents, employees, contractors, or subcontractors in the use of the LACMTA Funds.

11. LACMTA shall fully indemnify, defend and hold CITY and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages to or loss of risk of property, any environmental obligations, any legal fees and any claims for damages of any nature whatsoever arising out of (i) a breach of LACMTA's obligations under this AGREEMENT; or (ii) any act or omission of LACMTA or its officers, agents, employees, contractors, or subcontractors in the use of CITY's STP-L Funds.

12. This AGREEMENT may be amended or modified only by mutual written consent of

LACMTA and CITY.

13. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY OF IRWINDALE:

John Davidson
City Manager
City of Irwindale
5050 N Irwindale Avenue
Irwindale, CA 91706

LACMTA:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012
Attn: William Ridder

14. This AGREEMENT shall be interpreted and governed by the laws of the State of California.

15. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers as of the date stated below.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Phillip A. Washington
Chief Executive Officer

CITY OF IRWINDALE

By: _____

John Davidson
City Manager

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

By: _____
City Attorney

COUNCIL AGENDA
ITEM 1F

AGENDA REPORT

JUL 13 2016

Date: July 13, 2016

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: **ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION CONTRACT - PCC SIDEWALK AND ACCESS RAMPS PROJECT AT VARIOUS LOCATIONS; CDBG PROJECT NUMBER 601739-15**

City Manager's Recommendation:

That the City Council ratify changes in the work and accept the improvements and maintenance responsibility for the constructed improvements of the "PCC Sidewalk and Access Ramps Project at Various Locations; CDBG Project Number 601739-15", and approve the final construction contract amount of $27,107.00; and authorize the release of the 10% retention amount for the project.

Analysis:

1) On March 23, 2016, the City Council awarded the project, "PCC Sidewalk and Access Ramps Project at Various Locations" to F.S. Contractors, Inc. in the amount of $23,571.00, which included a 15% contingency. This project has been completed per the approved plans and specifications.

2) A total of one (1) contract change order, in the amount of $3,536.00, was issued on the project for bid item adjustment, which included additional concrete curb and gutter, and sidewalk removal and replacement within the project area.

3) With the additional work performed by the contractor, the final cost of the construction contract was $27,107.00, which is within the authorized contract amount.

4) Ratification of the changes in the work and acceptance of the work by the City Council is in compliance with the acceptance and prompt payment provisions of the Public Contract Code.

5) Sufficient funds are available in the construction budget for the project to cover the total value of the contract.

Fiscal Impact: _____ (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

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

John Davidson, City Manager

COUNCIL AGENDA
ITEM 1G

AGENDA REPORT

JUL 13 2016

Date: *July 13, 2016*

To: *Honorable Mayor and Members of the City Council*

From: *John Davidson, City Manager*

Issue: *Request to Approve Contract Amendment No. 2 for Linn Associates to provide additional contract planner staffing services while the recruitment for a new Principal Planner position takes place*

City Manager's Recommendation:

That the City Council approve the attached Contract Amendment No. 2 with Linn Associates to provide additional contract planner staffing services while the recruitment for a new Principal Planner position takes place.

Background/Analysis:

On December 14, 2015, the City Manager approved a contract with Linn Associates under the authority given to him for an amount of $12,000 to provide coverage to the Planning Division based on a Senior Planner vacancy. Staff anticipated recruiting for the Senior Planner at the end of 2015 and having someone on board before the contractor's time had ended in mid March 2016. However, after carefully analyzing the Department's needs, the Community Development Department determined the creation of a Principal Planner position would better serve the needs of the department by attracting more seasoned city planners. The City's management representatives and the IMEA board met and conferred in good faith regarding the effects of the creation of the Principal Planner position and came to an agreement in support of the new position. The position was then presented to the City Council on February 24, 2016, and approved unanimously. Staff began the recruitment process the following day.

Due to the additional time anticipated to fill the new position, the City Council approved Amendment No. 1 to the Agreement on March 9, 2016, thus extending the contract services with an additional allocation of $18,000.00 for a total of $30,000. Staff is now requesting an additional extension due to the pending recruitment, which has taken longer than expected. Therefore, Staff is requesting a second amendment for an additional $14,450 to extend Ms. Linn's services by approximately two (2) months.

Fiscal Impact:

The vacancy of the Senior Planner position since last September has resulted in a savings of $56,520 (55% General Fund $31,100; and 45% Special Mining/AB939 $25,420) for the current FY 2015/16. This amount is a total net saving after offsetting the cost of Linn Associates, since December of 2015, and a projected August hire date for the new Principal Planner.

These savings will sufficiently cover the additional $14,450 costs requested as part of this contract amendment. Similar to the vacant planning position, 55% ($7,947) of the Contractor's costs are covered by the General fund while 45% ($6,503) are covered by Special Mining/AB939.

Fiscal Impact: _____ (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Contact Person: Gus Romo, Community Development Director
626.430.2206
gromo@ci.irwindale.ca.us

John Davidson, City Manager

Attachment: Contract Amendment No. 2 for services with Linn Associates

CITY OF IRWINDALE CITY COUNCIL
AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT
FOR CONTRACT PLANNER SERVICES WITH LINN ASSOCIATES

This AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT FOR CONTRACT STAFFING SERVICES ("Amendment") is made and entered into this 13th day of July, 2016, by and between the **CITY OF IRWINDALE**, a Municipal Corporation (herein "**City**") and **LINN ASSOCIATES**, 826 Molino Avenue, Long Beach, CA 90804 (herein "**Contractor**").

RECITALS

WHEREAS, on December 14, 2015, the City and Contractor entered into that certain Contract Services Agreement ("Agreement") for Contractor to provide contract planning services for the City;

WHEREAS, on March 9, 2016 the City and Contractor entered into Amendment No. 1 to the Agreement extending the Agreement to provide contract planning services for the City;

WHEREAS, the City is desirous of extending the Agreement to provide contract planning services for the City; and

WHEREAS, the parties wish to amend the existing Agreement pursuant to the terms of this Amendment to extend the services to cover services for an additional two months but no more than 180 hours to be distributed over the two-month extension.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. Contract Sum. The provisions of Section 2.1 of the Agreement shall be amended to supplement the total contract sum payable to Contractor by the amount of "FOURTEEN THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO CENTS ($14,450.00)" for Fiscal Year 2015-2016 so that the Contract Sum of "THIRTY THOUSAND DOLLARS AND NO CENTS ($30,000)" referenced in Section 2.1 shall be amended to read: "FORTY FOUR THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO CENTS ($44,450.00) (herein "Contract Sum")", Except as so modified, the remaining provisions of Section 2.1 shall remain unmodified and in full force and effect.

2. Term. Unless earlier terminated in accordance with Section 5.3, this Agreement shall begin on the Effective Date and continue in full force and effect until September 30, 2016 or until such earlier time as (i) City provides notice that Contractor is no longer needed or (ii) the total services provided by Contractor reaches the maximum contract time of one hundred eighty (180) hours, calculated from the date of this Amendment.

3. Due Execution. The person(s) executing this Amendment 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 on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

4. Full Force and Effect. The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

"CITY"
CITY OF IRWINDALE, a California municipal corporation

_____
John Davidson,
City Manager

ATTEST

_____
Laura Nieto,
Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Fred Galante
City Attorney

CONTRACTOR:
LINN ASSOCIATES

By:_____
Name: Debby Linn
Title: Principal
Address: 826 Molino Avenue
Long Beach, CA 90804

[End of Signatures]

EXHIBIT "A"

SCOPE OF SERVICES

The tasks to be performed under this agreement pertain to all duties and responsibilities related to a journey-level planner position. Contractor shall be primarily responsible to provide project management services as assigned two days per week on alternating days either Monday/Wednesday or Tuesday/Thursday while the City recruits for a vacant planner position. All services shall be completed within the Term described in Section 5.1 of this Agreement.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Contractor shall be paid an hourly rate of $85 not to exceed 16 hours per week unless previously approved by the Director of Community Development as needed to complete assignments but no more than 180 total hours for the duration of the Contract Amendment No. 2.

The Contract Sum shall not exceed $44,450 as described in Section 2.1 of this Agreement and is inclusive of all costs and fees for labor, equipment, and materials of any kind utilized by Contractor to complete the services under this Agreement. Contractor shall not be entitled to any other compensation or reimbursement of expenses beyond the above hourly rate for performance of services under this agreement.

COUNCIL AGENDA
ITEM 1H

JUL 13 2016

AGENDA REPORT

Date: July 13, 2016

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: **IRWINDALE ROCK HOUSE - ACCEPTANCE OF THE SETTLEMENT OFFER FOR THE REPLACEMENT OF THE FIRE DAMAGED BUILDING**

City Manager's Recommendation:

That the City Council (1) approve the Settlement Offer from California Joint Powers Insurance Authority/Chartis Insurance Company in the amount of $412,669.77 for the replacement of the fire damaged Irwindale Rock House, (2) authorize the City Manager to execute the Proof of Loss and Subrogation Agreement between the City and California Joint Powers Insurance Authority/Chartis Insurance Company, and (3) adopt Resolution No. 2016-41-2855 for the establishment of a Facility Improvement Fund to accept this settlement fund for future replacement of the building.

Analysis:

1. The Irwindale Rock House, located at 16203 Arrow Highway, was extensively damaged by a fire on November 7, 2013, and subsequently it was determined that the structure is beyond repairs.

2. Based on the assessment performed by our City insurance adjuster, the replacement cost of this building is $481,220.76. This replacement amount was negotiated by staff and our insurance adjuster with the understanding that a replacement structure the same size as the Irwindale Rock House, including a meeting room, will be built in the future at a City preferred location.

3. As outlined in the Agreement, the City is subject to the following conditions based on the City's property insurance policy:
   - i) The assessed total value for the actual loss and damage to the property is $500,951.24.
   - ii) The final settlement amount offered is $ 481,220.76.
   - iii) The deductible amount based on our insurance policy is $5,000.00.
   - iv) The ACV (Actual Cash Value) amount issued to the City upon approval of the agreement is $306,320.99.
   - v) The holdback amount of $169,899.77 will be provided to the City when the City starts construction of the replacement structure.

4. Since the initial clean up of the site, at an estimated cost of $14,370.48, was performed by CJPIA's contractor at their cost, and additional funds in the amount of $91,978.30 were expended by CJPIA for construction bids to determine the potential cost to reconstruct the building, it is staff's opinion that the final settlement offer is fair and a reasonable amount for the City to construct a new structure at our preferred location at a future time.

5. However, the California Joint Powers Insurance Authority/Chartis Insurance Company has indicated that the time limit to receive the holdback amount for construction of a new structure should be limited to a period not to exceed ten years.

6. Staff has reviewed the Proof of Loss and Subrogation Agreement between the City and California Joint Powers Insurance Authority/Chartis Insurance Company, and found it to be acceptable. The City Attorney has reviewed and approved the subject Agreement in form.

Fiscal Impact: _____ (Initial of CFO) None

Legal Impact: _____ (Initial of Legal Counsel) See Note No. 6

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

John Davidson, City Manager

Attachments: Proof of Loss and Subrogation Agreement between the City and California Joint Powers Insurance Authority/Chartis Insurance Company

RESOLUTION NO. 2016-41-2855

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ESTABLISHMENT OF A FACILITY IMPROVEMENT FUND TO ACCEPT THE SETTLEMENT FUND FROM CALIFORNIA JOINT POWER INSURANCE AUTHORITY FOR THE REPLACEMENT OF THE IRWINDALE ROCK HOUSE LOCATED ON ARROW HIGHWAY

WHEREAS, the Irwindale Rock House, located at 16203 Arrow Highway, was extensively damaged by a fire on November 7, 2013, and subsequently it was determined that the structure is beyond repair; and

WHEREAS, the assessment performed by our City insurance adjuster determined that the final replacement cost of this building is $481,220.76. This replacement amount was negotiated by staff and our insurance adjuster with the understanding that a replacement structure the same size as the Irwindale Rock House will be built in the future at a City preferred location; and

WHEREAS, per the Agreement, the City is subject to the following conditions based on the City's property insurance policy:

i) The assessed total value for the actual loss and damage to the property is $500,951.24.
ii) The final settlement amount offered is $ 481,220.76.
iii) The deductible amount based on our insurance policy is $5,000.00.
iv) The ACV (Actual Cash Value) amount issued to the City upon approval of the agreement is $306,320.99.
v) The holdback amount of $169,899.77 will be provided to the City when the City starts construction of the replacement structure; and

WHEREAS, since the initial clean up of the site, at an estimated cost of $14,370.48, was performed by CJPIA's contractor at their cost, and additional funds in the amount of $91,978.30 were expended by CJPIA for construction bids to determine the potential cost to reconstruct the building, it is determined that the final settlement offer is fair and a reasonable amount for the City to construct a new structure at our preferred location at a future time; and

WHEREAS, the California Joint Powers Insurance Authority/Chartis Insurance Company has indicated that the time limit to receive the holdback amount for construction of a new structure should be limited to a period not to exceed ten years.

NOW, THEREFORE, the City Council of the City of Irwindale do hereby resolve as follows:

Section 1. The recitals contained hereinabove are true and correct.

Section 2. The City's Finance Director is authorized to establish a Facility Improvement Fund to accept this settlement fund for future replacement of the building. Further, all future settlement funds received shall be transferred to this Facility Improvement Fund Balance.

Section 3. The City Clerk shall certify to the passage and adoption of this Resolution and the same shall thereupon take effect and be in force.

PASSED, **APPROVED** and **ADOPTED** this 13th day of July, 2016.

_____
Mark A. Breceda, Mayor

ATTEST:

_____
Laura M. Nieto, CMC
Deputy City Clerk/Authority Secretary

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. 2016-41-2855 were duly and regularly passed and adopted jointly at a regular meeting of the by the City Council of the City of Irwindale at their regular meeting held on the 13th day of July, 2016 by the following vote:

AYES: Council Members:

NOES: CouncilMembers:

ABSENT: CouncilMembers:

ABSTAIN: Council Members:

_____
Laura M. Nieto, CMC
Deputy City Clerk

PROOF OF LOSS

Chartis Insurance Co.

And Subrogation Agreement

B128410009W13 — Policy No.

07/01/13-06/30/14 — Expiration

TO: California Joint Powers Insurance Authority/Chartis Insurance Company

By your policy of Insurance above described, at the time of the loss, you insured California Joint Insurance Authority and its member the City of Irwindale (the Insured) according to the terms and conditions and exclusions contained therein, to the property described in the policy and schedule against physical loss or damage from the perils of All Risks.

A Fire occurred at or near the City of Irwindale in the State of California on/about the 7th day of November 2013 About the hour of 6:00 O'clock PM, which, upon the best of the Insured's knowledge was caused as follows:

A fire occurred in the middle room of the building which allegedly started by vagrants who broke into the house to keep warm.

THE ACTUAL CASH VALUE of the property described in the policy at the time of said loss was	$	Not Determined
THE ACTUAL LOSS AND DAMAGE to the property described in the policy as a result of said loss was approximately	$	$500,951.24
THE TOTAL AMOUNT OF INSURANCE thereon at the time of said loss in all policies (scheduled) was	$	$25,000,000.00
INSURED HEREBY MAKES CLAIM UPON INSURERS and will accept from them in full release and satisfaction, in settlement of all claims for loss and or damage under this policy for the claim value of:	$	$412,669.77*

In consideration of the payment to be made hereunder, the Insured does hereby subrogate to Insurers all rights, title and interest in and to the property for which claim is being made hereunder, and agrees to immediately notify said CJPIA or Chartis Insurance Company in case of any recovery of the property including the deductible for which claim is being made hereunder. The Insured agrees to render all assistance possible in any endeavor to recover said property and deductible. The Insured also agrees to give CJPIA or Chartis Insurance Company any such recovery which may be made, or reimburse the insurer in full to the extent of the payment for such property including the deductible, which may be recovered at any time.

Unless noted below, the Insured was the sole, absolute and unconditional owner of the property described, and no other firm or person had any interest therein, either as mortgagee or otherwise, no encumbrance of said property existed, nor has since been made, nor has there been any change in the title, use, or possession of said property, except:

The said loss was not caused by design or procurement on the part of the Insured nor this declarant; nothing has been done by or with the consent of the Insured or this declarant, to violate the conditions of the policy, or render it void. No articles are mentioned herein or in attached schedules other than such as interested in the loss, or not subject to claim, or not at interest in the loss and at the risk of loss of which was insured under this policy. Articles (except as noted) all belonged to the Insured at the time of the loss. No property saved has been in any manner concealed, and no attempts to deceive the insurer as to the extent of the loss have in any manner been made.

SPECIAL CONDITIONS: * The deductible of $5,000.00 has been applied to the adjusted replacement cost of repairs of $417,669.77 which also includes the previous payment of $91,978.30 paid to experts and consultants as well as the debris removal cost of $14,370.48. Total check being issued to the Insured is an ACV Amount of $306,320.99, which includes the LOE of $1,960.88 and leave a holdback amount of $169,899.77. The holdback amount will be provided to the City when the City starts construction on a replacement structure that is the same size as the Irwindale Rock House and contains a meeting room. The replacement structure will be built in the future at a City preferred locationand the time limit to receive the holdback amount for the construction of the new structure should be limited to a period not to exceed ten years

Any other information that may be required will be furnished upon the request of the Underwriter and will be considered a part of this proof.

It is expressly understood and agreed that the furnishing of this blank to the Insured or the assistance of an adjuster, or any agent of the Insurer in the making of this proof, is not a waiver of any rights of the Insurer or any of the conditions of the policy.

I swear under penalty of perjury according to the laws of the state of California that the foregoing is true.

Executed this _____ day of _____, 2016

at _____, California.

By: _____
Witness

_____
Name/Title

Insured: _____

CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to confinement in state prison.

AGENDA REPORT

COUNCIL AGENDA
ITEM 11

JUL 13 2016

Date: *July 13, 2016*

To: *Mayor and Council Members*

From: *John Davidson, City Manager*

Issue: *Compensation Resolution No. 2016-37-2851*

City Manager's Recommendation:
That the City Council adopt Resolution No. 2016-37-2851 replacing Resolution No. 2015-32-2761, Establishing the Number of Positions, Schedule of Classes, Compensation and Benefits for City Employees.

Analysis:
Article VIII, Section 803 of the City Charter requires the City Council to establish by resolution, salaries and other forms of compensation for all City employees.

This compensation resolution contains the authorized number of employees, job titles, and compensation levels for full-time classified, represented positions in accordance with the three Memoranda of Understanding by and between the City of Irwindale and the Irwindale City Employees Association (ICEA), the Irwindale Management Employees Association (IMEA), and the Irwindale Police Officers' Association (IPOA) for period July 1, 2013 to June 30, 2016, as formally adopted by the City Council on September 11, 2013, as well as job titles and compensation levels for unclassified, unrepresented management positions, and unaffiliated and/or unrepresented unclassified at-will positions, retroactive to July 1, 2016.

The three Memoranda of Understanding by and between the City and ICEA, IMEA and IPOA covering period July 1, 2013 through June 30, 2016 shall remain in full force and effect while labor negotiations are ongoing and until new Memoranda of Understanding are adopted by the City Council.

The three Memoranda of Understanding for all bargaining units expressly establish compensation and benefits for all classified, represented employees who belong to the respective bargaining units. The employment contracts of the unclassified, unrepresented management employees expressly establish their compensation and benefit levels. For those unaffiliated and/or unrepresented unclassified at-will employees, this compensation resolution serves to outline benefits afforded to them.

This compensation resolution includes the following key amendments:

1. The existing classified, represented Finance Manager position is unfrozen and funding was approved by the City Council at its regularly scheduled meeting on June 22, 2016 when Ordinance 703 was adopted.

2. A new Principal Planner position is added to the list of classified, represented management positions at salary range 54, as approved by the City Council at its regularly scheduled meeting on February 24, 2016.

3. A new Project Manager-Mining position is added to the list of classified, represented management positions at salary range 54, as approved by the City Council at its regularly scheduled meeting on March 9, 2016.

4. The existing classified, represented Civil Engineering Associate position is frozen and unfunded, as approved by the City Council at its regularly scheduled meeting on May 11, 2016.

5. The existing classified, represented Finance Analyst II position is frozen and unfunded, as approved by the City Council at its regularly scheduled meeting on June 22, 2016 when Ordinance 703 was adopted.

6. A new Public Works Maintenance Supervisor position is added to the list of classified, represented management positions at salary range 48, as approved by the City Council at its regularly scheduled meeting on May 11, 2016.

7. The existing Recreation Supervisor position is reclassified from a classified, represented miscellaneous position to a classified, represented management position with a corresponding salary upgrade from range 36 to range 48, as approved by the City Council at its regularly scheduled meeting on June 22, 2016 when Ordinance 703 was adopted.

8. The existing classified, represented Senior Planner position is frozen and unfunded, as approved by the City Council at its regularly scheduled meeting on February 24, 2016.

9. The existing classified, represented Civil Engineering Assistant position is unfrozen and funding was approved by the City Council at its regularly scheduled meeting on May 11, 2016.

10. The authorized number of full-time equivalent positions for Finance Analyst I is changed from 1 to 2, as approved by the City Council at its regularly scheduled meeting on June 22, 2016 when Ordinance 703 was adopted.

11. One of the existing classified, represented Code Enforcement Officer positions is unfrozen and funding was approved by the City Council at its regularly scheduled meeting on June 24, 2015 when Ordinance 693 was adopted.

12. The existing classified, represented Finance Technician position is frozen and unfunded, as approved by the City Council at its regularly scheduled meeting on June 22, 2016 when Ordinance 703 was adopted.

13. A new Recreation Clerk position is added to the list of classified, represented miscellaneous positions at salary range 24, as approved by the City Council at its regularly scheduled meeting on June 22, 2016 when Ordinance 703 was adopted.

14. The existing Janitor position was reclassified from an unaffiliated and/or unrepresented unclassified at-will permanent part-time position to a full-time position and added to the list of classified, represented miscellaneous positions at salary range 20, as approved by the City Council at its regularly scheduled meeting on May 11, 2016.

15. The existing classified, represented Library Technician position's salary was upgraded from range 15 to range 20, as approved by the City Council at its regularly scheduled meeting on March 23, 2016.

16. Three new Civil Engineering Technician positions were added to the list of unclassified, unrepresented permanent part-time positions. Two of the positions were approved by the City Council at its regularly scheduled meeting on June 24, 2015 when Ordinance 693 was adopted. One position was approved by the City Council at its regularly scheduled meeting on March 9, 2016.

17. Two new Maintenance Aide positions were added to the list of unclassified, unrepresented permanent part-time positions, as approved by the City Council at its regularly scheduled meeting on June 24, 2015 when Ordinance 693 was adopted.

18. A new Finance Clerk position with an hourly compensation of $17.84 is added to the list of unclassified non-permanent part-time positions, as approved by the City Council at its regularly scheduled meeting on June 22, 2016 when Ordinance 703 was adopted.

19. A new Community Services Officer position with an hourly compensation of $15.00 is added to the list of unclassified, unrepresented non-permanent part-time positions, as approved by the City Council at its regularly scheduled meeting on June 22, 2016 when Ordinance 703 was adopted.

20. The Police Clerk position, which was approved by the City Council at its regularly scheduled meeting on May 13, 2015, has been removed from the list of unclassified non-permanent part-time positions because it was approved only as a temporary position to fill a need that no longer exists.

Fiscal Impact: _____ (Initial of CFO)

The above-listed changes are reflected in the FY 2016-2017 budget.

Legal Impact: _____ (Initial of Legal Counsel)

Prepared By/Contact Person: Natalie Nocom, Human Resources Department

Phone: (626) 430-2298

John Davidson, City Manager

Attachment: Resolution No. 2016-37-2851, A Resolution of the City Council of the City of Irwindale Replacing Resolution No. 2015-32-2761, Establishing the Number of Positions, Schedule of Classes, Compensation and Benefits for City Employees

RESOLUTION NO. 2016-37-2851

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2015-32-2761, ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, COMPENSATION AND BENEFITS FOR CITY EMPLOYEES

WHEREAS, Article III, Section 803 of the City Charter requires the City Council to establish by resolution salaries and other forms of compensation for all City employees;

WHEREAS, the City Council of the City of Irwindale desires to provide competitive compensation in order to attract and retain well-qualified employees;

WHEREAS, the City Council has already adopted or approved Memoranda of Understanding by and between the City and classified, represented City employees which governs those employment relationships;

WHEREAS, the City Council has approved three Memoranda of Understanding covering period July 1, 2013 through June 30, 2016 for the Irwindale City Employees Association (ICEA), the Irwindale Management Employees Association (IMEA), and the Irwindale Police Officers' Association (IPOA) at its regularly scheduled meeting on September 11, 2013;

WHEREAS, the three Memoranda of Understanding by and between the City and ICEA, IMEA and IPOA covering period July 1, 2013 through June 30, 2016 shall remain in full force and effect while labor negotiations are ongoing and until new Memoranda of Understanding are adopted by the City Council.

WHEREAS, the Memoranda of Understanding for all bargaining units expressly establish compensation and benefits for all classified, represented employees who belong to the respective bargaining units;

WHEREAS, the City Council, at duly noticed public hearings, has already adopted or approved various employment contracts with unclassified, unrepresented management employees, which outline the compensation and benefits of said employees;

WHEREAS, a number of unaffiliated and/or unrepresented unclassified at-will employees rely on the City Council to provide an appropriate compensation and benefit system;

WHEREAS, the City Council, in setting the compensation affirms that under the Irwindale Municipal Code, compensation shall be fixed and determined by resolution of the City Council;

WHEREAS, the City Council adopted Resolution No. 2015-32-2761 on June 24, 2015 establishing the number of positions, schedule of classes, compensation and benefits for City employees effective July 1, 2015;

WHEREAS, to facilitate administration, it is desirable that any amendments to the City Council's resolution establishing the number of positions, schedule of classes, compensation or benefits be incorporated into the compensation resolution such that the resultant resolution restates the established number of positions, schedule of classes, compensation and benefits in their entirety; and

WHEREAS, by this Resolution, the City Council desires to replace Resolution No. 2015-32-2761 with this Resolution.

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

SECTION 1. Resolution No. 2015-32-2761 is superseded and hereby replaced with this Resolution No. 2016-37-2851.

SECTION 2. Classified employees organized in bargaining units represented by Recognized Employee Organizations as defined in the City's Employer-Employee Relations Resolution.

The three Memoranda of Understanding ("MOUs") by and between the City and the Irwindale City Employees Association (ICEA), the Irwindale Management Employees Association (IMEA) and the Irwindale Police Officers' Association (IPOA) govern the employment relationship between the City and the employees represented by these Recognized Employee Organizations. In the event that this resolution conflicts with the benefits granted or the restrictions imposed pursuant to any MOU negotiated with these Recognized Employee Organizations, the applicable MOU shall govern as to that particular employee bargaining unit.

SECTION 3. Authorized full-time positions and compensation effective retroactive to July 1, 2016.

Effective retroactive to July 1, 2016, the number of positions, schedule of classes, and compensation for full-time employees of the City of Irwindale shall be as follows:

A. Unclassified Management Positions (Salaried):

Unclassified Management Positions (Salaried)	Authorized Number	Annual Compensation
City Manager	1	By contract
Police Chief	1	By contract
Assistant City Manager	1*	By contract
Public Works Director/ City Engineer	1	By contract
Finance Director	1	By contract
Director of Community Development	1	By contract

* Currently frozen and unfunded for budgeting purposes.

B. Classified Management (Salaried):

Classified Management (Salaried)	Authorized Number	Salary Range
Police Captain	1	67
Lieutenant	2*	64
Finance Manager	1	59
Human Resources Manager	1	59

Classified Management (Salaried)	Authorized Number	Salary Range
Recreation Manager	1	56
City Librarian	1	54
Engineering and Mining Manager	1	54
Principal Planner	1	54
Project Manager-Mining	1	54
Civil Engineering Associate	1*	48
Deputy City Clerk	1	48
Finance Analyst II	1*	48
Housing Coordinator	1	48
Management Analyst	1+	48
Public Works Maintenance Supervisor	1	48
Recreation Supervisor	1	48
Senior Planner	1*	48
Associate Planner	1	45
Civil Engineering Assistant	1	45
Communication and Records Coordinator	1	42
Executive Assistant	1	42

* Currently frozen and unfunded for budgeting purposes.

+ Currently frozen and funded for budgeting purposes.

C. Classified Safety Sworn and Non-Sworn Positions:

Safety Sworn and Non-Sworn Positions	Authorized Number	Salary Range
Sergeant	6	52
Corporal	4**	46
Officer	17****	44
Dispatcher	6***	37

** Two of the positions currently frozen and unfunded for budgeting purposes.

*** One of the positions currently frozen and unfunded for budgeting purposes.

****One of the positions is 75% funded by COPS program (AB3229) to supplement for front-line municipal police services.

D. Classified Confidential Positions (Non-Salaried):

Confidential Positions (Non-Salaried)	Authorized Number	Salary Range
Administrative Secretary	2	39

E. Classified Miscellaneous Positions:

Classified	Authorized Number	Salary Range
Maintenance Lead Worker	1	43
Maintenance Worker II	2	40
Finance Analyst I	2	39
Code Enforcement Officer	2***	36
Maintenance Worker I	4	36
Public Works Analyst	1	36
Public Works Inspector	1	36
Senior Center Coordinator	1	36
Engineering Technician	1*	32
Finance Technician	1*	32
Human Resources Technician	1	32
Records Technician	1	32
Assistant to Senior Center Coordinator	1	29
Bus Driver	1	28
Senior Center Leader/ Bus Driver	1	28
Building Permit Technician	1*	26
Business License Clerk	1	26
Police Records Clerk	1	24
Receptionist Clerk	1	24
Recreation Clerk	1	24
Senior Center Clerk	1	24
Janitor	1	20
Library Technician	1	20

* Currently frozen and unfunded for budgeting purposes.

*** One of the positions currently frozen and unfunded for budgeting purposes.

SECTION 4. Authorized unaffiliated and/or unrepresented unclassified at-will permanent part-time positions and compensation effective retroactive to July 1, 2016.

Effective retroactive to July 1, 2016, the number of positions and compensation for all unaffiliated and/or unrepresented unclassified at-will permanent part-time employees of the City of Irwindale shall be as follows:

Unclassified Positions (Permanent Part-Time)	Authorized Number	Hourly Compensation
Civil Engineering Technician	3	$22.28 - $27.08

Unclassified Positions (Permanent Part-Time)	Authorized Number	Hourly Compensation
Library Aide	1	$14.12 - $17.16
Maintenance Aide	2	$18.28 - $22.22
Senior Recreation Leader	2	$15.52 - $18.87

SECTION 5. Provisions applicable to unaffiliated and/or unrepresented unclassified at-will permanent part-time employees:

A. **JURY DUTY.** Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees are not eligible for jury duty pay.

B. **SICK LEAVE.** Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be eligible for sick leave in accordance with the City's Personnel Rule 14.20 beginning on the 90th day of employment. This includes sick leave accrual and pay back as follows:

1. **SICK LEAVE ACCRUAL.** Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be credited with 3.693 hours of sick leave bi-weekly per the City's Personnel Rule 14.20.3.

2. **SICK LEAVE PAY BACK.** The City agrees to provide unaffiliated and/or unrepresented unclassified at-will permanent part-time employees sick leave pay back per the City's Personnel Rule 14.20.4 upon an employee's termination or cash-out request as follows:

25%	over 100 days
50%	61-100 days
75%	1st 60 days

Elective cash-outs of leave accruals may be made anytime by means of a regular payroll check (no separate check will be issued) or by separate check limited to four times a year (first pay period ending in September, December, March, and June) with a cash-out limit of one hundred (100) hours total per fiscal year. Cash-outs will be paid at the employee's basic rate of pay. This section, however, shall not apply to any cash out of vacation or sick leave upon termination of employment or retirement from the City.

C. **EDUCATION INCENTIVE.** Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees who have at minimum an Associate in Arts Degree ("AA Degree") or Junior year status at a four year college or higher will receive an additional one thousand two hundred dollars ($1,200) per year maximum as an education incentive bonus in addition to their base compensation. This incentive will be paid out over twenty six (26) bi-weekly pay periods in a calendar year.

D. **TUITION REIMBURSEMENT.** Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees are not eligible for tuition reimbursement.

E. **BILINGUAL BONUS PAY.** Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be paid bilingual pay at a rate of fifty cents ($0.50) per hour upon passing a verbal bilingual exam. The employee may take a bilingual exam when hired or twice a year when the City offers bilingual exams. Bilingual bonus pay will be paid per pay period to those employees who prove proficient in Spanish and/or American Sign Language, and are required to use such languages during the course of City business. The City shall determine qualification requirements and the appropriate exam.

F. **ANNUAL SERVICE AWARD PAY.** Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be entitled on each qualifying employee's fifth (5th) consecutive employment year to "Annual Service Award" pay of ten dollars ($10.00) for each year worked, which shall be paid in December of the qualifying year at the Annual Employee Service Award Reception. If there is no reception planned for the year, the service award will be paid in conjunction with the first paycheck in December of the qualifying year.

G. **PARS MEMBERSHIP.** Pursuant to Government Code §§ 53216 et seq., the City participates in the Public Agency Retirement Services (PARS) Retirement Enhancement Plan, which affords unaffiliated and/or unrepresented unclassified at-will permanent part-time employees additional retirement benefits commonly referred to as "1% at 55." The City pays on behalf of each eligible employee an amount sufficient to pay the full cost of the PARS retirement enhancement benefit. The City's participation in PARS is in addition to, and not in lieu of, the City's participation in the CalPERS program identified in Section 5.H.

Employees hired before January 1, 2007 shall have their PARS benefits vested after completing three (3) years of continuous employment with the City and service credit shall be given for employment with/by other agencies and/or cities. Employees hired after January 1, 2007 shall have their PARS benefit vested after ten (10) years of continuous employment with the City and no service credit shall be given for employment with/by other agencies and/or cities.

Effective January 1, 2011, Section 4.2(d) and Section 4.2(c) of the PARS plan document were modified to remove the option of lump sum payment and fixed term payments of 5-6 years. Section 2.3 of the PARS plan document was also modified to remove the pre-retirement disability benefit. A "pop-up" provision was added to Option 2 of the PARS plan, whereby if the beneficiary predeceases the retiree, the retiree's monthly benefit will increase.

Effective January 1, 2011, all unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired before January 1, 2011 shall pay four-tenths of a percent (0.4%) of pensionable salary on a pre-tax basis to maintain the PARS plan design features of fixed term payments of 7-15 years.

All unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired between January 1, 2011 and December 31, 2012 shall pay, on a pre-tax basis, fifty percent (50%) of the amount sufficient to pay for the cost of the PARS retirement enhancement plan benefit.

All unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired on or after January 1, 2013 are ineligible to participate in the PARS program.

H. CalPERS MEMBERSHIP. The City is a contract member of the California Public Employees' Retirement System (CalPERS). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by the City Council.

1. The following provisions in this Section H.1 apply to unaffiliated and/or unrepresented unclassified at-will permanent part-time employees as defined by AB 340 (California Public Employees' Pension Reform Act of 2013), as "classic" members of CalPERS:

   (i) Section 21354: 2% @ 55 retirement benefit formula

   (ii) Section 21574: Fourth Level of 1959 Survivors Program

   (iii) Section 21024: Military Service as Public Service

   (iv) Section 20042: One Year Final compensation

   (v) Section 21427: Improved non-industrial disability allowance

   (vi) Section 21624 & 21626: Post retirement survivor allowance

   (vii) Section 20965: Credit for unused sick leave

For all unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired on or after May 1, 2011, the CalPERS retirement calculation of final compensation was changed from single highest year to average monthly pay rate and special compensation for consecutive thirty-six (36) months of employment.

All unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired prior to January 1, 2013 shall pay full amount of the CalPERS employee contribution rate (currently at 7% of compensation) on a pre-tax basis. Said member individual funding of the CalPERS normal member contribution shall be undertaken pursuant to Government Code § 20691. The City shall report these payments as being those of the employees so that they will be credited to each employee's individual account with CalPERS. The City pays only the employer portion of the required contribution and not the employee portion.

2. AB 340 (as modified by AB 197) California Public Employees' Pension Reform Act of 2013 (PEPRA)

AB 340, as it may from time to time exist, shall in its entirety be given full force and effect in this resolution. Any provision in this resolution which contradicts any provision of AB 340, shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of this resolution, agreement, rule or regulation predating this resolution.

All unaffiliated and/or unrepresented unclassified at-will permanent part-time miscellaneous (non-safety) employees hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, shall be enrolled in CalPERS with a defined benefit formula of 2% @ 62 (Govt. Code § 7522.20), shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32); and shall be required to pay the CALPERS member contribution rate of 50% of the normal cost rate for the defined benefit plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (AB 340 - Government Code section 7522.30).

I. **RETIREE MEDICAL.** CalPERS eligible retirees, hired before January 1, 2011, and their dependents shall receive one hundred percent (100%) lifetime medical insurance upon retirement from the City. The City shall pay one hundred percent (100%) of the premium for any CalPERS medical plan.

For all new employees, hired on or after January 1, 2011, retiree medical will be implemented in accordance with the vesting resolution with CalPERS which mirrors the state plan for contribution levels. The resolution requires ten (10) years of service, five (5) years of which is with Irwindale, for fifty percent (50%) contribution of the state designated amount towards retiree medical premium and twenty (20) years of service, five (5) years of which is with Irwindale, for one hundred (100%) contribution of the state designated amount towards retiree medical premium for any CalPERS medical plan.

J. **DIRECT DEPOSIT REQUIREMENT**. The City shall maintain a mandatory requirement for participation in payroll direct deposit for all employees hired after July 8, 2001.

K. **MEDICAL BENEFITS**. Medical benefits shall be under the CalPERS medical program. The City pays one hundred percent (100%) of the premium for any CalPERS medical plan for unaffiliated and/or unrepresented unclassified at-will permanent part-time employees and their eligible dependents.

L. **DENTAL BENEFITS.** The City pays one hundred percent (100%) of the premium for one of two dental plans offered by the City for unaffiliated and/or unrepresented unclassified at-will permanent part-time employees and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

M. **VISION BENEFITS.** The City pays one hundred percent (100%) of the premium for a vision plan for unaffiliated and/or unrepresented unclassified at-will permanent part-time employees and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

N. **MEDICAL, DENTAL, AND VISION INSURANCE PREMIUM INCENTIVE PAY.** The City shall reimburse to any eligible unaffiliated and/or unrepresented unclassified at-will permanent part-time employee covered hereunder one half (½) of the average monthly cost to the City for single employee medical insurance coverage only, provided the employee can demonstrate to the satisfaction of the City, that employee has

substantially equivalent medical, dental and vision coverage through some other group insurance plan, which plan shall remain in full force and effect during the entire term of the employee's employment with the City. The City shall have the sole and unfettered right to determine whether an employee has satisfactorily demonstrated substantially equivalent medical, dental & vision coverage, and any employee seeking reimbursement from the City must, at least annually, provide written proof of such substantially equivalent medical, dental & vision coverage in a form satisfactory to the City. Payment of this incentive pay shall be made bi-weekly through the regular payroll system. This incentive pay does not add to an employee's base pay.

O. UNIFORM ALLOWANCE. The position of Senior Recreation Leader shall receive a uniform allowance in the amount of $50.00 per year.

SECTION 6. Authorized unaffiliated and/or unrepresented unclassified at-will non-permanent part-time positions and compensation effective retroactive to July 1, 2016.

Effective retroactive to July 1, 2016, the compensation for all unaffiliated and/or unrepresented unclassified at-will non-permanent part-time employees of the City of Irwindale shall be as follows:

Unclassified Positions (Non-Permanent Part-Time)	**Hourly Compensation**
Reserve I	$31.11
Engineering Aide	$22.22
Bus Driver (temp assignment of staff member)	$20.67
Community Center Worker (temp assignment of staff member)	$20.15
Assistant Pool Manager	$18.36
Finance Clerk	$17.84
Senior Lifeguard	$16.93
Lifeguard	$15.53
Maintenance Aide	$15.15
Community Services Officer	$15.00
Reserve II	$14.34
Cadet I	$13.43
Senior Library Page	$13.33
Cadet II	$12.85
Crossing Guard	$12.00
Library Page	$12.00
Recreation Aide	$12.00

Unclassified Positions (Non-Permanent Part-Time)	Hourly Compensation
Senior Center Aide I	$12.00

SECTION 7. Provisions applicable to unaffiliated and/or unrepresented unclassified at-will non-permanent part-time employees:

A. **CITY MANAGER AUTHORIZATION.** For unaffiliated and/or unrepresented unclassified at-will non-permanent part-time positions, the City Manager may authorize the number of hires as long as the personnel costs do not exceed the budgeted amounts in approved funds.

B. **JURY DUTY.** Unaffiliated and/or unrepresented unclassified at-will non-permanent part-time employees are not eligible for jury duty pay.

C. **SICK LEAVE.** Unaffiliated and/or unrepresented unclassified at-will non-permanent part-time employees shall be eligible for sick leave in accordance with the City's Personnel Rule 14.20. This includes sick leave accrual as follows:

a. Pursuant to Personnel Rules Section 14.20.07, non-permanent part-time employees are eligible to accrue sick leave beginning with their first day of employment or July 1, 2015, whichever is later.

b. Non-permanent part-time employees shall accrue one (1) hour of paid leave for every thirty (30) hours worked, not to exceed a maximum cap of 48 hours per calendar year. Sick leave does not accrue once the cap is reached, but will commence accruing again when accrued sick leave drops below the cap. Any unused accrued sick leave carries over year to year while continuously employed. Sick leave is provided at the non-permanent part-time employee's base hourly wage rate.

c. Non-permanent part-time employees are entitled to use accrued Sick Leave for any purpose described in Section 14.20.1 beginning on the 90th day of employment. Non-permanent part-time employees are only permitted to use a maximum of three (3) days or twenty-four (24) hours, whichever is greater, of accrued sick leave per 12-month period. Sick leave must be used in two (2) hour minimum increments.

d. Sick leave will not be considered hours worked for purposes of overtime calculation.

e. Non-permanent part-time employees are not entitled to sick leave buy-back and shall not receive any pay off or compensation for unused accrued sick leave upon termination, resignation, retirement or other separation from employment.

f. If a non-permanent part-time employee separates from City employment and is re-hired by the City within one (1) year of the date of separation, previously accrued and unused sick leave hours shall be reinstated.

g. Non-permanent part-time employees shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for sick leave use is foreseeable. If the need for sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.

D. **BILINGUAL BONUS PAY.** Unaffiliated and/or unrepresented unclassified at-will non-permanent part-time employees shall be paid bilingual pay at a rate of fifty cents ($0.50) per hour upon passing a verbal bilingual exam. The employee may take a bilingual exam when hired or twice a year when the City offers bilingual exams. Bilingual bonus pay will be paid per pay period to those employees who prove proficient in Spanish and/or American Sign Language, and are required to use such languages during the course of City business. The City shall determine qualification requirements and the appropriate exam.

E. **EDUCATION INCENTIVE AND TUITION REIMBURSEMENT.** Unaffiliated and/or unrepresented unclassified at-will non-permanent part-time employees are not eligible for education incentive or tuition reimbursement.

F. **ANNUAL SERVICE AWARD PAY.** Unaffiliated and/or unrepresented unclassified at-will non-permanent part-time employees shall be entitled on each qualifying employee's fifth (5th) consecutive employment year to "Annual Service Award" pay of ten dollars ($10.00) for each year worked, which shall be paid in December of the qualifying year at the Annual Employee Service Award Reception. If there is no reception planned for the year, the service award will be paid in conjunction with the first paycheck in December of the qualifying year.

G. **DIRECT DEPOSIT REQUIREMENT**. The City shall maintain a mandatory requirement for participation in payroll direct deposit for all employees hired after July 8, 2001.

H. **UNIFORM ALLOWANCE**. The position of Recreation Aide shall receive a uniform allowance in the amount of $50.00 per year.

SECTION 8. Authorized unaffiliated and/or unrepresented unclassified at-will temporary part-time positions and compensation effective retroactive to July 1, 2016.

Effective retroactive to July 1, 2016, the number of positions, compensation for all unaffiliated and/or unrepresented unclassified at-will temporary part-time employees of the City of Irwindale shall be as follows:

Unclassified Positions (Temporary Part-Time)	Authorized Number	Hourly Compensation
Summer Youth Worker	20	Minimum wage

SECTION 9. Provisions applicable to unaffiliated and/or unrepresented unclassified at-will temporary part-time employees.

Unaffiliated and/or unrepresented unclassified at-will temporary part-time employees are not benefitted positions. Other than the minimum wage provided for in Section 7 above,

temporary part-time employees are not provided any additional compensation, reimbursements, leaves, or incentives, except those mandated by state or federal law.

SECTION 10. Salary schedules

The salary schedule effective July 1, 2014, applicable to all positions represented by the Irwindale City Employees Association (ICEA) is attached as Exhibit "A".

The salary schedule effective July 1, 2014, applicable to all miscellaneous positions represented by the Irwindale Management Employees' Association (IMEA) is attached as Exhibit "B-1".

The salary schedule effective July 1, 2015, applicable to all safety positions represented by the Irwindale Management Employees' Association (IMEA) is attached as Exhibit "B-2".

The salary schedule effective July 1, 2015, applicable to all safety positions represented by the Irwindale Police Officers' Association (IPOA) is attached as Exhibit "C-1".

The salary schedule effective July 1, 2014, applicable to miscellaneous position represented by the Irwindale Police Officers' Association (IPOA) is attached as Exhibit "C-2".

SECTION 11. Existing resolutions rescinded and applicability of the City's Personnel Rules or Employment Contracts.

This resolution shall take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein. However, in no event shall this resolution rescind, supersede, alter or in any way have an effect on any approved or adopted Memorandum of Understanding in accordance with Section 2 of this Resolution.

In the event that any provision of this resolution is in conflict with the City's Personnel Rules or other policies, this resolution shall supersede and govern the City's policies and practices with regard to unrepresented and/or unaffiliated employees.

In the event that any provision of this resolution is in conflict with an employment contract of an unrepresented and/or unaffiliated City employee, the applicable employment contract shall supersede and govern the City's policies and practices with regard to that particular employee.

SECTION 12. Certification.

The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 13th day of July, 2016.

_____
Mark A. Breceda, Mayor

ATTEST:

_____
Laura Nieto, 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. 2016-37-2851 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 13th day of July 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto, Deputy City Clerk

Salary Schedule Effective July 1, 2014
ICEA Employees

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
10	A	27,536	2,295	1,059.07	13.9352
	B	28,913	2,409	1,112.03	14.6320
	C	30,358	2,530	1,167.63	15.3636
	D	31,876	2,656	1,226.01	16.1317
	E	33,470	2,789	1,287.31	16.9383
11	A	28,224	2,352	1,085.55	14.2836
	B	29,636	2,470	1,139.83	14.9978
	C	31,117	2,593	1,196.82	15.7476
	D	32,673	2,723	1,256.66	16.5350
	E	34,307	2,859	1,319.49	17.3618
12	A	28,930	2,411	1,112.69	14.6407
	B	30,376	2,531	1,168.33	15.3727
	C	31,895	2,658	1,226.74	16.1413
	D	33,490	2,791	1,288.08	16.9484
	E	35,165	2,930	1,352.48	17.7958
13	A	29,653	2,471	1,140.51	15.0067
	B	31,136	2,595	1,197.53	15.7570
	C	32,693	2,724	1,257.41	16.5449
	D	34,327	2,861	1,320.28	17.3721
	E	36,044	3,004	1,386.29	18.2407
14	A	30,395	2,533	1,169.02	15.3818
	B	31,914	2,660	1,227.47	16.1509
	C	33,510	2,792	1,288.85	16.9585
	D	35,185	2,932	1,353.29	17.8064
	E	36,945	3,079	1,420.95	18.6967
15	A	31,154	2,596	1,198.25	15.7664
	B	32,712	2,726	1,258.16	16.5547
	C	34,348	2,862	1,321.07	17.3824
	D	36,065	3,005	1,387.12	18.2516
	E	37,868	3,156	1,456.48	19.1642
16	A	31,933	2,661	1,228.20	16.1606
	B	33,530	2,794	1,289.61	16.9686
	C	35,206	2,934	1,354.09	17.8170
	D	36,967	3,081	1,421.80	18.7079
	E	38,815	3,235	1,492.89	19.6433
17	A	32,732	2,728	1,258.91	16.5646
	B	34,368	2,864	1,321.85	17.3928
	C	36,087	3,007	1,387.95	18.2624
	D	37,891	3,158	1,457.34	19.1756
	E	39,785	3,315	1,530.21	20.1343
18	A	33,550	2,796	1,290.38	16.9787
	B	35,227	2,936	1,354.90	17.8276
	C	36,989	3,082	1,422.64	18.7190
	D	38,838	3,237	1,493.78	19.6549
	E	40,780	3,398	1,568.46	20.6377

Salary Schedule Effective July 1, 2014
ICEA Employees

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
19	A	34,389	2,866	1,322.64	17.4031
	B	36,108	3,009	1,388.77	18.2733
	C	37,913	3,159	1,458.21	19.1870
	D	39,809	3,317	1,531.12	20.1463
	E	41,800	3,483	1,607.68	21.1536
20	A	35,248	2,937	1,355.71	17.8382
	B	37,011	3,084	1,423.49	18.7301
	C	38,861	3,238	1,494.67	19.6666
	D	40,804	3,400	1,569.40	20.6500
	E	42,845	3,570	1,647.87	21.6825
21	A	36,130	3,011	1,389.60	18.2842
	B	37,936	3,161	1,459.08	19.1984
	C	39,833	3,319	1,532.03	20.1583
	D	41,824	3,485	1,608.63	21.1662
	E	43,916	3,660	1,689.07	22.2245
22	A	37,033	3,086	1,424.34	18.7413
	B	38,884	3,240	1,495.55	19.6784
	C	40,829	3,402	1,570.33	20.6623
	D	42,870	3,573	1,648.85	21.6954
	E	45,014	3,751	1,731.29	22.7802
23	A	37,959	3,163	1,459.95	19.2098
	B	39,857	3,321	1,532.94	20.1703
	C	41,849	3,487	1,609.59	21.1788
	D	43,942	3,662	1,690.07	22.2378
	E	46,139	3,845	1,774.57	23.3497
24	A	38,908	3,242	1,496.45	19.6901
	B	40,853	3,404	1,571.27	20.6746
	C	42,896	3,575	1,649.83	21.7083
	D	45,040	3,753	1,732.32	22.7937
	E	47,292	3,941	1,818.94	23.9334
25	A	39,880	3,323	1,533.86	20.1823
	B	41,874	3,490	1,610.55	21.1914
	C	43,968	3,664	1,691.08	22.2510
	D	46,166	3,847	1,775.63	23.3636
	E	48,475	4,040	1,864.41	24.5317
26	A	40,877	3,406	1,572.20	20.6869
	B	42,921	3,577	1,650.81	21.7212
	C	45,067	3,756	1,733.35	22.8073
	D	47,321	3,943	1,820.02	23.9476
	E	49,687	4,141	1,911.02	25.1450
27	A	41,899	3,492	1,611.51	21.2040
	B	43,994	3,666	1,692.08	22.2643
	C	46,194	3,849	1,776.69	23.3775
	D	48,504	4,042	1,865.52	24.5463
	E	50,929	4,244	1,958.80	25.7737

Salary Schedule Effective July 1, 2014
ICEA Employees

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
28	A	42,947	3,579	1,651.80	21.7341
	B	45,094	3,758	1,734.39	22.8209
	C	47,349	3,946	1,821.10	23.9619
	D	49,716	4,143	1,912.16	25.1600
	E	52,202	4,350	2,007.77	26.4180
29	A	44,020	3,668	1,693.09	22.2775
	B	46,221	3,852	1,777.74	23.3914
	C	48,532	4,044	1,866.63	24.5609
	D	50,959	4,247	1,959.96	25.7890
	E	53,507	4,459	2,057.96	27.0784
30	A	45,121	3,760	1,735.42	22.8344
	B	47,377	3,948	1,822.19	23.9762
	C	49,746	4,145	1,913.30	25.1750
	D	52,233	4,353	2,008.96	26.4337
	E	54,845	4,570	2,109.41	27.7554
31	A	46,249	3,854	1,778.80	23.4053
	B	48,561	4,047	1,867.74	24.5756
	C	50,989	4,249	1,961.13	25.8043
	D	53,539	4,462	2,059.19	27.0946
	E	56,216	4,685	2,162.15	28.4493
32	A	47,405	3,950	1,823.27	23.9904
	B	49,775	4,148	1,914.44	25.1900
	C	52,264	4,355	2,010.16	26.4495
	D	54,877	4,573	2,110.67	27.7719
	E	57,621	4,802	2,216.20	29.1605
33	A	48,590	4,049	1,868.85	24.5902
	B	51,020	4,252	1,962.30	25.8197
	C	53,571	4,464	2,060.41	27.1107
	D	56,249	4,687	2,163.43	28.4662
	E	59,062	4,922	2,271.60	29.8895
34	A	49,805	4,150	1,915.58	25.2049
	B	52,295	4,358	2,011.35	26.4652
	C	54,910	4,576	2,111.92	27.7885
	D	57,655	4,805	2,217.52	29.1779
	E	60,538	5,045	2,328.39	30.6368
35	A	51,050	4,254	1,963.47	25.8351
	B	53,603	4,467	2,061.64	27.1268
	C	56,283	4,690	2,164.72	28.4832
	D	59,097	4,925	2,272.96	29.9073
	E	62,052	5,171	2,386.60	31.4027
36	A	52,326	4,361	2,012.55	26.4810
	B	54,943	4,579	2,113.18	27.8050
	C	57,690	4,807	2,218.84	29.1952
	D	60,574	5,048	2,329.78	30.6550
	E	63,603	5,300	2,446.27	32.1878

Salary Schedule Effective July 1, 2014
ICEA Employees

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
37	A	53,635	4,470	2,062.87	27.1430
	B	56,316	4,693	2,166.01	28.5001
	C	59,132	4,928	2,274.31	29.9251
	D	62,089	5,174	2,388.03	31.4214
	E	65,193	5,433	2,507.43	32.9925
38	A	54,975	4,581	2,114.44	27.8215
	B	57,724	4,810	2,220.16	29.2126
	C	60,610	5,051	2,331.17	30.6733
	D	63,641	5,303	2,447.73	32.2069
	E	66,823	5,569	2,570.11	33.8173
39	A	56,350	4,696	2,167.30	28.5171
	B	59,167	4,931	2,275.66	29.9429
	C	62,126	5,177	2,389.45	31.4401
	D	65,232	5,436	2,508.92	33.0121
	E	68,493	5,708	2,634.37	34.6627
40	A	57,759	4,813	2,221.48	29.2300
	B	60,646	5,054	2,332.56	30.6915
	C	63,679	5,307	2,449.18	32.2261
	D	66,863	5,572	2,571.64	33.8374
	E	70,206	5,850	2,700.22	35.5293
41	A	59,202	4,934	2,277.02	29.9608
	B	62,163	5,180	2,390.87	31.4588
	C	65,271	5,439	2,510.41	33.0317
	D	68,534	5,711	2,635.93	34.6833
	E	71,961	5,997	2,767.73	36.4175
42	A	60,683	5,057	2,333.94	30.7098
	B	63,717	5,310	2,450.64	32.2453
	C	66,902	5,575	2,573.17	33.8575
	D	70,248	5,854	2,701.83	35.5504
	E	73,760	6,147	2,836.92	37.3279
43	A	62,200	5,183	2,392.29	31.4775
	B	65,310	5,442	2,511.91	33.0514
	C	68,575	5,715	2,637.50	34.7040
	D	72,004	6,000	2,769.38	36.4392
	E	75,604	6,300	2,907.85	38.2611
44	A	63,755	5,313	2,452.10	32.2645
	B	66,942	5,579	2,574.70	33.8777
	C	70,289	5,857	2,703.44	35.5716
	D	73,804	6,150	2,838.61	37.3502
	E	77,494	6,458	2,980.54	39.2177
45	A	65,348	5,446	2,513.40	33.0711
	B	68,616	5,718	2,639.07	34.7246
	C	72,047	6,004	2,771.03	36.4609
	D	75,649	6,304	2,909.58	38.2839
	E	79,431	6,619	3,055.06	40.1981

Salary Schedule Effective July 1, 2014
ICEA Employees

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
46	A	66,982	5,582	2,576.24	33.8979
	B	70,331	5,861	2,705.05	35.5927
	C	73,848	6,154	2,840.30	37.3724
	D	77,540	6,462	2,982.32	39.2410
	E	81,417	6,785	3,131.43	41.2031
47	A	68,657	5,721	2,640.64	34.7453
	B	72,090	6,007	2,772.68	36.4826
	C	75,694	6,308	2,911.31	38.3067
	D	79,479	6,623	3,056.87	40.2220
	E	83,453	6,954	3,209.72	42.2331
48	A	70,373	5,864	2,706.66	35.6139
	B	73,892	6,158	2,841.99	37.3946
	C	77,586	6,466	2,984.09	39.2644
	D	81,466	6,789	3,133.30	41.2276
	E	85,539	7,128	3,289.96	43.2890
49	A	72,132	6,011	2,774.33	36.5043
	B	75,739	6,312	2,913.04	38.3295
	C	79,526	6,627	3,058.69	40.2460
	D	83,502	6,959	3,211.63	42.2583
	E	87,677	7,306	3,372.21	44.3712
50	A	73,936	6,161	2,843.68	37.4169
	B	77,633	6,469	2,985.87	39.2877
	C	81,514	6,793	3,135.16	41.2521
	D	85,590	7,132	3,291.92	43.3147
	E	89,869	7,489	3,456.52	45.4805
51	A	75,784	6,315	2,914.78	38.3523
	B	79,573	6,631	3,060.51	40.2699
	C	83,552	6,963	3,213.54	42.2834
	D	87,730	7,311	3,374.22	44.3976
	E	92,116	7,676	3,542.93	46.6175
52	A	77,679	6,473	2,987.65	39.3111
	B	81,563	6,797	3,137.03	41.2767
	C	85,641	7,137	3,293.88	43.3405
	D	89,923	7,494	3,458.57	45.5075
	E	94,419	7,868	3,631.50	47.7829
53	A	79,621	6,635	3,062.34	40.2939
	B	83,602	6,967	3,215.45	42.3086
	C	87,782	7,315	3,376.23	44.4240
	D	92,171	7,681	3,545.04	46.6452
	E	96,780	8,065	3,722.29	48.9775
54	A	81,611	6,801	3,138.89	41.3012
	B	85,692	7,141	3,295.84	43.3663
	C	89,976	7,498	3,460.63	45.5346
	D	94,475	7,873	3,633.66	47.8114
	E	99,199	8,267	3,815.35	50.2019

Salary Schedule Effective July 1, 2014
ICEA Employees

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
55	A	83,652	6,971	3,217.37	42.3338
	B	87,834	7,320	3,378.24	44.4505
	C	92,226	7,685	3,547.15	46.6730
	D	96,837	8,070	3,724.50	49.0066
	E	101,679	8,473	3,910.73	51.4570
56	A	85,743	7,145	3,297.80	43.3921
	B	90,030	7,502	3,462.69	45.5617
	C	94,531	7,878	3,635.83	47.8398
	D	99,258	8,272	3,817.62	50.2318
	E	104,221	8,685	4,008.50	52.7434
57	A	87,886	7,324	3,380.25	44.4769
	B	92,281	7,690	3,549.26	46.7008
	C	96,895	8,075	3,726.72	49.0358
	D	101,739	8,478	3,913.06	51.4876
	E	106,826	8,902	4,108.71	54.0620
58	A	90,084	7,507	3,464.75	45.5888
	B	94,588	7,882	3,637.99	47.8683
	C	99,317	8,276	3,819.89	50.2617
	D	104,283	8,690	4,010.88	52.7748
	E	109,497	9,125	4,211.43	55.4135
59	A	92,336	7,695	3,551.37	46.7286
	B	96,952	8,079	3,728.94	49.0650
	C	101,800	8,483	3,915.39	51.5182
	D	106,890	8,908	4,111.16	54.0942
	E	112,235	9,353	4,316.71	56.7989
60	A	94,644	7,887	3,640.16	47.8968
	B	99,376	8,281	3,822.16	50.2916
	C	104,345	8,695	4,013.27	52.8062
	D	109,562	9,130	4,213.93	55.4465
	E	115,040	9,587	4,424.63	58.2188
61	A	97,010	8,084	3,731.16	49.0942
	B	101,861	8,488	3,917.72	51.5489
	C	106,954	8,913	4,113.60	54.1264
	D	112,301	9,358	4,319.28	56.8327
	E	117,916	9,826	4,535.25	59.6743
62	A	99,435	8,286	3,824.44	50.3216
	B	104,407	8,701	4,015.66	52.8376
	C	109,628	9,136	4,216.44	55.4795
	D	115,109	9,592	4,427.27	58.2535
	E	120,864	10,072	4,648.63	61.1662
63	A	101,921	8,493	3,920.05	51.5796
	B	107,017	8,918	4,116.05	54.1586
	C	112,368	9,364	4,321.85	56.8665
	D	117,987	9,832	4,537.95	59.7098
	E	123,886	10,324	4,764.84	62.6953

Salary Schedule Effective July 1, 2014
ICEA Employees

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
64	A	104,469	8,706	4,018.05	52.8691
	B	109,693	9,141	4,218.95	55.5125
	C	115,177	9,598	4,429.90	58.2882
	D	120,936	10,078	4,651.40	61.2026
	E	126,983	10,582	4,883.97	64.2627
65	A	107,081	8,923	4,118.50	54.1908
	B	112,435	9,370	4,324.43	56.9004
	C	118,057	9,838	4,540.65	59.7454
	D	123,960	10,330	4,767.68	62.7326
	E	130,158	10,846	5,006.06	65.8693
66	A	109,758	9,147	4,221.46	55.5456
	B	115,246	9,604	4,432.54	58.3229
	C	121,008	10,084	4,654.16	61.2390
	D	127,059	10,588	4,886.87	64.3010
	E	133,412	11,118	5,131.22	67.5160
67	A	112,502	9,375	4,327.00	56.9342
	B	118,127	9,844	4,543.35	59.7809
	C	124,033	10,336	4,770.52	62.7700
	D	130,235	10,853	5,009.04	65.9085
	E	136,747	11,396	5,259.50	69.2039
68	A	115,315	9,610	4,435.18	58.3576
	B	121,080	10,090	4,656.93	61.2755
	C	127,134	10,595	4,889.78	64.3392
	D	133,491	11,124	5,134.27	67.5562
	E	140,166	11,680	5,390.98	70.9340
69	A	118,197	9,850	4,546.06	59.8165
	B	124,107	10,342	4,773.36	62.8073
	C	130,313	10,859	5,012.03	65.9477
	D	136,828	11,402	5,262.63	69.2451
	E	143,670	11,972	5,525.76	72.7074
70	A	121,152	10,096	4,659.71	61.3119
	B	127,210	10,601	4,892.69	64.3775
	C	133,570	11,131	5,137.33	67.5964
	D	140,249	11,687	5,394.19	70.9762
	E	147,261	12,272	5,663.90	74.5250
71	A	124,181	10,348	4,776.20	62.8447
	B	130,390	10,866	5,015.01	65.9870
	C	136,910	11,409	5,265.76	69.2863
	D	143,755	11,980	5,529.05	72.7506
	E	150,943	12,579	5,805.50	76.3882
72	A	127,286	10,607	4,895.60	64.4158
	B	133,650	11,137	5,140.38	67.6366
	C	140,332	11,694	5,397.40	71.0185
	D	147,349	12,279	5,667.27	74.5694
	E	154,717	12,893	5,950.64	78.2979

Exhibit "B-1"

Salary Schedule Effective July 1, 2014
IMEA-Misc Employees

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
10	A	27,536	2,295	1,059.07	13.9352
	B	28,913	2,409	1,112.03	14.6320
	C	30,358	2,530	1,167.63	15.3636
	D	31,876	2,656	1,226.01	16.1317
	E	33,470	2,789	1,287.31	16.9383
11	A	28,224	2,352	1,085.55	14.2836
	B	29,636	2,470	1,139.83	14.9978
	C	31,117	2,593	1,196.82	15.7476
	D	32,673	2,723	1,256.66	16.5350
	E	34,307	2,859	1,319.49	17.3618
12	A	28,930	2,411	1,112.69	14.6407
	B	30,376	2,531	1,168.33	15.3727
	C	31,895	2,658	1,226.74	16.1413
	D	33,490	2,791	1,288.08	16.9484
	E	35,165	2,930	1,352.48	17.7958
13	A	29,653	2,471	1,140.51	15.0067
	B	31,136	2,595	1,197.53	15.7570
	C	32,693	2,724	1,257.41	16.5449
	D	34,327	2,861	1,320.28	17.3721
	E	36,044	3,004	1,386.29	18.2407
14	A	30,395	2,533	1,169.02	15.3818
	B	31,914	2,660	1,227.47	16.1509
	C	33,510	2,792	1,288.85	16.9585
	D	35,185	2,932	1,353.29	17.8064
	E	36,945	3,079	1,420.95	18.6967
15	A	31,154	2,596	1,198.25	15.7664
	B	32,712	2,726	1,258.16	16.5547
	C	34,348	2,862	1,321.07	17.3824
	D	36,065	3,005	1,387.12	18.2516
	E	37,868	3,156	1,456.48	19.1642
16	A	31,933	2,661	1,228.20	16.1606
	B	33,530	2,794	1,289.61	16.9686
	C	35,206	2,934	1,354.09	17.8170
	D	36,967	3,081	1,421.80	18.7079
	E	38,815	3,235	1,492.89	19.6433
17	A	32,732	2,728	1,258.91	16.5646
	B	34,368	2,864	1,321.85	17.3928
	C	36,087	3,007	1,387.95	18.2624
	D	37,891	3,158	1,457.34	19.1756
	E	39,785	3,315	1,530.21	20.1343
18	A	33,550	2,796	1,290.38	16.9787
	B	35,227	2,936	1,354.90	17.8276
	C	36,989	3,082	1,422.64	18.7190
	D	38,838	3,237	1,493.78	19.6549
	E	40,780	3,398	1,568.46	20.6377

Salary Schedule Effective July 1, 2014
IMEA-Misc Employees

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
19	A	34,389	2,866	1,322.64	17.4031
	B	36,108	3,009	1,388.77	18.2733
	C	37,913	3,159	1,458.21	19.1870
	D	39,809	3,317	1,531.12	20.1463
	E	41,800	3,483	1,607.68	21.1536
20	A	35,248	2,937	1,355.71	17.8382
	B	37,011	3,084	1,423.49	18.7301
	C	38,861	3,238	1,494.67	19.6666
	D	40,804	3,400	1,569.40	20.6500
	E	42,845	3,570	1,647.87	21.6825
21	A	36,130	3,011	1,389.60	18.2842
	B	37,936	3,161	1,459.08	19.1984
	C	39,833	3,319	1,532.03	20.1583
	D	41,824	3,485	1,608.63	21.1662
	E	43,916	3,660	1,689.07	22.2245
22	A	37,033	3,086	1,424.34	18.7413
	B	38,884	3,240	1,495.55	19.6784
	C	40,829	3,402	1,570.33	20.6623
	D	42,870	3,573	1,648.85	21.6954
	E	45,014	3,751	1,731.29	22.7802
23	A	37,959	3,163	1,459.95	19.2098
	B	39,857	3,321	1,532.94	20.1703
	C	41,849	3,487	1,609.59	21.1788
	D	43,942	3,662	1,690.07	22.2378
	E	46,139	3,845	1,774.57	23.3497
24	A	38,908	3,242	1,496.45	19.6901
	B	40,853	3,404	1,571.27	20.6746
	C	42,896	3,575	1,649.83	21.7083
	D	45,040	3,753	1,732.32	22.7937
	E	47,292	3,941	1,818.94	23.9334
25	A	39,880	3,323	1,533.86	20.1823
	B	41,874	3,490	1,610.55	21.1914
	C	43,968	3,664	1,691.08	22.2510
	D	46,166	3,847	1,775.63	23.3636
	E	48,475	4,040	1,864.41	24.5317
26	A	40,877	3,406	1,572.20	20.6869
	B	42,921	3,577	1,650.81	21.7212
	C	45,067	3,756	1,733.35	22.8073
	D	47,321	3,943	1,820.02	23.9476
	E	49,687	4,141	1,911.02	25.1450
27	A	41,899	3,492	1,611.51	21.2040
	B	43,994	3,666	1,692.08	22.2643
	C	46,194	3,849	1,776.69	23.3775
	D	48,504	4,042	1,865.52	24.5463
	E	50,929	4,244	1,958.80	25.7737

Exhibit "B-1"

Salary Schedule Effective July 1, 2014
IMEA-Misc Employees

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
28	A	42,947	3,579	1,651.80	21.7341
	B	45,094	3,758	1,734.39	22.8209
	C	47,349	3,946	1,821.10	23.9619
	D	49,716	4,143	1,912.16	25.1600
	E	52,202	4,350	2,007.77	26.4180
29	A	44,020	3,668	1,693.09	22.2775
	B	46,221	3,852	1,777.74	23.3914
	C	48,532	4,044	1,866.63	24.5609
	D	50,959	4,247	1,959.96	25.7890
	E	53,507	4,459	2,057.96	27.0784
30	A	45,121	3,760	1,735.42	22.8344
	B	47,377	3,948	1,822.19	23.9762
	C	49,746	4,145	1,913.30	25.1750
	D	52,233	4,353	2,008.96	26.4337
	E	54,845	4,570	2,109.41	27.7554
31	A	46,249	3,854	1,778.80	23.4053
	B	48,561	4,047	1,867.74	24.5756
	C	50,989	4,249	1,961.13	25.8043
	D	53,539	4,462	2,059.19	27.0946
	E	56,216	4,685	2,162.15	28.4493
32	A	47,405	3,950	1,823.27	23.9904
	B	49,775	4,148	1,914.44	25.1900
	C	52,264	4,355	2,010.16	26.4495
	D	54,877	4,573	2,110.67	27.7719
	E	57,621	4,802	2,216.20	29.1605
33	A	48,590	4,049	1,868.85	24.5902
	B	51,020	4,252	1,962.30	25.8197
	C	53,571	4,464	2,060.41	27.1107
	D	56,249	4,687	2,163.43	28.4662
	E	59,062	4,922	2,271.60	29.8895
34	A	49,805	4,150	1,915.58	25.2049
	B	52,295	4,358	2,011.35	26.4652
	C	54,910	4,576	2,111.92	27.7885
	D	57,655	4,805	2,217.52	29.1779
	E	60,538	5,045	2,328.39	30.6368
35	A	51,050	4,254	1,963.47	25.8351
	B	53,603	4,467	2,061.64	27.1268
	C	56,283	4,690	2,164.72	28.4832
	D	59,097	4,925	2,272.96	29.9073
	E	62,052	5,171	2,386.60	31.4027
36	A	52,326	4,361	2,012.55	26.4810
	B	54,943	4,579	2,113.18	27.8050
	C	57,690	4,807	2,218.84	29.1952
	D	60,574	5,048	2,329.78	30.6550
	E	63,603	5,300	2,446.27	32.1878

Exhibit "B-1"

Salary Schedule Effective July 1, 2014
IMEA-Misc Employees

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
37	A	53,635	4,470	2,062.87	27.1430
	B	56,316	4,693	2,166.01	28.5001
	C	59,132	4,928	2,274.31	29.9251
	D	62,089	5,174	2,388.03	31.4214
	E	65,193	5,433	2,507.43	32.9925
38	A	54,975	4,581	2,114.44	27.8215
	B	57,724	4,810	2,220.16	29.2126
	C	60,610	5,051	2,331.17	30.6733
	D	63,641	5,303	2,447.73	32.2069
	E	66,823	5,569	2,570.11	33.8173
39	A	56,350	4,696	2,167.30	28.5171
	B	59,167	4,931	2,275.66	29.9429
	C	62,126	5,177	2,389.45	31.4401
	D	65,232	5,436	2,508.92	33.0121
	E	68,493	5,708	2,634.37	34.6627
40	A	57,759	4,813	2,221.48	29.2300
	B	60,646	5,054	2,332.56	30.6915
	C	63,679	5,307	2,449.18	32.2261
	D	66,863	5,572	2,571.64	33.8374
	E	70,206	5,850	2,700.22	35.5293
41	A	59,202	4,934	2,277.02	29.9608
	B	62,163	5,180	2,390.87	31.4588
	C	65,271	5,439	2,510.41	33.0317
	D	68,534	5,711	2,635.93	34.6833
	E	71,961	5,997	2,767.73	36.4175
42	A	60,683	5,057	2,333.94	30.7098
	B	63,717	5,310	2,450.64	32.2453
	C	66,902	5,575	2,573.17	33.8575
	D	70,248	5,854	2,701.83	35.5504
	E	73,760	6,147	2,836.92	37.3279
43	A	62,200	5,183	2,392.29	31.4775
	B	65,310	5,442	2,511.91	33.0514
	C	68,575	5,715	2,637.50	34.7040
	D	72,004	6,000	2,769.38	36.4392
	E	75,604	6,300	2,907.85	38.2611
44	A	63,755	5,313	2,452.10	32.2645
	B	66,942	5,579	2,574.70	33.8777
	C	70,289	5,857	2,703.44	35.5716
	D	73,804	6,150	2,838.61	37.3502
	E	77,494	6,458	2,980.54	39.2177
45	A	65,348	5,446	2,513.40	33.0711
	B	68,616	5,718	2,639.07	34.7246
	C	72,047	6,004	2,771.03	36.4609
	D	75,649	6,304	2,909.58	38.2839
	E	79,431	6,619	3,055.06	40.1981

Exhibit "B-1"

Salary Schedule Effective July 1, 2014
IMEA-Misc Employees

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
46	A	66,982	5,582	2,576.24	33.8979
	B	70,331	5,861	2,705.05	35.5927
	C	73,848	6,154	2,840.30	37.3724
	D	77,540	6,462	2,982.32	39.2410
	E	81,417	6,785	3,131.43	41.2031
47	A	68,657	5,721	2,640.64	34.7453
	B	72,090	6,007	2,772.68	36.4826
	C	75,694	6,308	2,911.31	38.3067
	D	79,479	6,623	3,056.87	40.2220
	E	83,453	6,954	3,209.72	42.2331
48	A	70,373	5,864	2,706.66	35.6139
	B	73,892	6,158	2,841.99	37.3946
	C	77,586	6,466	2,984.09	39.2644
	D	81,466	6,789	3,133.30	41.2276
	E	85,539	7,128	3,289.96	43.2890
49	A	72,132	6,011	2,774.33	36.5043
	B	75,739	6,312	2,913.04	38.3295
	C	79,526	6,627	3,058.69	40.2460
	D	83,502	6,959	3,211.63	42.2583
	E	87,677	7,306	3,372.21	44.3712
50	A	73,936	6,161	2,843.68	37.4169
	B	77,633	6,469	2,985.87	39.2877
	C	81,514	6,793	3,135.16	41.2521
	D	85,590	7,132	3,291.92	43.3147
	E	89,869	7,489	3,456.52	45.4805
51	A	75,784	6,315	2,914.78	38.3523
	B	79,573	6,631	3,060.51	40.2699
	C	83,552	6,963	3,213.54	42.2834
	D	87,730	7,311	3,374.22	44.3976
	E	92,116	7,676	3,542.93	46.6175
52	A	77,679	6,473	2,987.65	39.3111
	B	81,563	6,797	3,137.03	41.2767
	C	85,641	7,137	3,293.88	43.3405
	D	89,923	7,494	3,458.57	45.5075
	E	94,419	7,868	3,631.50	47.7829
53	A	79,621	6,635	3,062.34	40.2939
	B	83,602	6,967	3,215.45	42.3086
	C	87,782	7,315	3,376.23	44.4240
	D	92,171	7,681	3,545.04	46.6452
	E	96,780	8,065	3,722.29	48.9775
54	A	81,611	6,801	3,138.89	41.3012
	B	85,692	7,141	3,295.84	43.3663
	C	89,976	7,498	3,460.63	45.5346
	D	94,475	7,873	3,633.66	47.8114
	E	99,199	8,267	3,815.35	50.2019

Salary Schedule Effective July 1, 2014
IMEA-Misc Employees

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
55	A	83,652	6,971	3,217.37	42.3338
	B	87,834	7,320	3,378.24	44.4505
	C	92,226	7,685	3,547.15	46.6730
	D	96,837	8,070	3,724.50	49.0066
	E	101,679	8,473	3,910.73	51.4570
56	A	85,743	7,145	3,297.80	43.3921
	B	90,030	7,502	3,462.69	45.5617
	C	94,531	7,878	3,635.83	47.8398
	D	99,258	8,272	3,817.62	50.2318
	E	104,221	8,685	4,008.50	52.7434
57	A	87,886	7,324	3,380.25	44.4769
	B	92,281	7,690	3,549.26	46.7008
	C	96,895	8,075	3,726.72	49.0358
	D	101,739	8,478	3,913.06	51.4876
	E	106,826	8,902	4,108.71	54.0620
58	A	90,084	7,507	3,464.75	45.5888
	B	94,588	7,882	3,637.99	47.8683
	C	99,317	8,276	3,819.89	50.2617
	D	104,283	8,690	4,010.88	52.7748
	E	109,497	9,125	4,211.43	55.4135
59	A	92,336	7,695	3,551.37	46.7286
	B	96,952	8,079	3,728.94	49.0650
	C	101,800	8,483	3,915.39	51.5182
	D	106,890	8,908	4,111.16	54.0942
	E	112,235	9,353	4,316.71	56.7989
60	A	94,644	7,887	3,640.16	47.8968
	B	99,376	8,281	3,822.16	50.2916
	C	104,345	8,695	4,013.27	52.8062
	D	109,562	9,130	4,213.93	55.4465
	E	115,040	9,587	4,424.63	58.2188
61	A	97,010	8,084	3,731.16	49.0942
	B	101,861	8,488	3,917.72	51.5489
	C	106,954	8,913	4,113.60	54.1264
	D	112,301	9,358	4,319.28	56.8327
	E	117,916	9,826	4,535.25	59.6743
62	A	99,435	8,286	3,824.44	50.3216
	B	104,407	8,701	4,015.66	52.8376
	C	109,628	9,136	4,216.44	55.4795
	D	115,109	9,592	4,427.27	58.2535
	E	120,864	10,072	4,648.63	61.1662
63	A	101,921	8,493	3,920.05	51.5796
	B	107,017	8,918	4,116.05	54.1586
	C	112,368	9,364	4,321.85	56.8665
	D	117,987	9,832	4,537.95	59.7098
	E	123,886	10,324	4,764.84	62.6953

Exhibit "B-1"

Salary Schedule Effective July 1, 2014
IMEA-Misc Employees

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
64	A	104,469	8,706	4,018.05	52.8691
	B	109,693	9,141	4,218.95	55.5125
	C	115,177	9,598	4,429.90	58.2882
	D	120,936	10,078	4,651.40	61.2026
	E	126,983	10,582	4,883.97	64.2627
65	A	107,081	8,923	4,118.50	54.1908
	B	112,435	9,370	4,324.43	56.9004
	C	118,057	9,838	4,540.65	59.7454
	D	123,960	10,330	4,767.68	62.7326
	E	130,158	10,846	5,006.06	65.8693
66	A	109,758	9,147	4,221.46	55.5456
	B	115,246	9,604	4,432.54	58.3229
	C	121,008	10,084	4,654.16	61.2390
	D	127,059	10,588	4,886.87	64.3010
	E	133,412	11,118	5,131.22	67.5160
67	A	112,502	9,375	4,327.00	56.9342
	B	118,127	9,844	4,543.35	59.7809
	C	124,033	10,336	4,770.52	62.7700
	D	130,235	10,853	5,009.04	65.9085
	E	136,747	11,396	5,259.50	69.2039
68	A	115,315	9,610	4,435.18	58.3576
	B	121,080	10,090	4,656.93	61.2755
	C	127,134	10,595	4,889.78	64.3392
	D	133,491	11,124	5,134.27	67.5562
	E	140,166	11,680	5,390.98	70.9340
69	A	118,197	9,850	4,546.06	59.8165
	B	124,107	10,342	4,773.36	62.8073
	C	130,313	10,859	5,012.03	65.9477
	D	136,828	11,402	5,262.63	69.2451
	E	143,670	11,972	5,525.76	72.7074
70	A	121,152	10,096	4,659.71	61.3119
	B	127,210	10,601	4,892.69	64.3775
	C	133,570	11,131	5,137.33	67.5964
	D	140,249	11,687	5,394.19	70.9762
	E	147,261	12,272	5,663.90	74.5250
71	A	124,181	10,348	4,776.20	62.8447
	B	130,390	10,866	5,015.01	65.9870
	C	136,910	11,409	5,265.76	69.2863
	D	143,755	11,980	5,529.05	72.7506
	E	150,943	12,579	5,805.50	76.3882
72	A	127,286	10,607	4,895.60	64.4158
	B	133,650	11,137	5,140.38	67.6366
	C	140,332	11,694	5,397.40	71.0185
	D	147,349	12,279	5,667.27	74.5694
	E	154,717	12,893	5,950.64	78.2979

Exhibit "B-2"

Salary Schedule Effective July 1, 2015
IMEA-Safety Employee (1.0%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
64	A	106,559	8,880	4,098.41	53.9265
	B	111,887	9,324	4,303.33	56.6228
	C	117,481	9,790	4,518.50	59.4539
	D	123,355	10,280	4,744.42	62.4266
	E	129,523	10,794	4,981.64	65.5480
65	A	109,223	9,102	4,200.87	55.2746
	B	114,684	9,557	4,410.92	58.0384
	C	120,418	10,035	4,631.46	60.9403
	D	126,439	10,537	4,863.03	63.9873
	E	132,761	11,063	5,106.19	67.1867
66	A	111,953	9,329	4,305.89	56.6565
	B	117,551	9,796	4,521.19	59.4893
	C	123,428	10,286	4,747.25	62.4638
	D	129,600	10,800	4,984.61	65.5870
	E	136,080	11,340	5,233.84	68.8663
67	A	114,752	9,563	4,413.54	58.0729
	B	120,490	10,041	4,634.22	60.9766
	C	126,514	10,543	4,865.93	64.0254
	D	132,840	11,070	5,109.23	67.2266
	E	139,482	11,623	5,364.69	70.5880

Exhibit "C-1"

Salary Schedule Effective July 1, 2015
IPOA-Safety Employees (1%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
10	A	27,952	2,329	1,075.06	13.4383
	B	29,349	2,446	1,128.82	14.1102
	C	30,817	2,568	1,185.26	14.8157
	D	32,358	2,696	1,244.52	15.5565
	E	33,975	2,831	1,306.75	16.3343
11	A	28,650	2,388	1,101.94	13.7742
	B	30,083	2,507	1,157.04	14.4630
	C	31,587	2,632	1,214.89	15.1861
	D	33,166	2,764	1,275.63	15.9454
	E	34,825	2,902	1,339.41	16.7427
12	A	29,367	2,447	1,129.49	14.1186
	B	30,835	2,570	1,185.96	14.8245
	C	32,377	2,698	1,245.26	15.5658
	D	33,996	2,833	1,307.52	16.3440
	E	35,695	2,975	1,372.90	17.1612
13	A	30,101	2,508	1,157.73	14.4716
	B	31,606	2,634	1,215.61	15.1951
	C	33,186	2,766	1,276.39	15.9549
	D	34,845	2,904	1,340.21	16.7526
	E	36,588	3,049	1,407.22	17.5903
14	A	30,853	2,571	1,186.67	14.8334
	B	32,396	2,700	1,246.00	15.5750
	C	34,016	2,835	1,308.30	16.3538
	D	35,717	2,976	1,373.72	17.1715
	E	37,502	3,125	1,442.40	18.0300
15	A	31,625	2,635	1,216.33	15.2042
	B	33,206	2,767	1,277.15	15.9644
	C	34,866	2,906	1,341.01	16.7626
	D	36,610	3,051	1,408.06	17.6007
	E	38,440	3,203	1,478.46	18.4808
16	A	32,415	2,701	1,246.74	15.5843
	B	34,036	2,836	1,309.08	16.3635
	C	35,738	2,978	1,374.53	17.1817
	D	37,525	3,127	1,443.26	18.0408
	E	39,401	3,283	1,515.42	18.9428
17	A	33,226	2,769	1,277.91	15.9739
	B	34,887	2,907	1,341.81	16.7726
	C	36,631	3,053	1,408.90	17.6112
	D	38,463	3,205	1,479.34	18.4918
	E	40,386	3,366	1,553.31	19.4164
18	A	34,056	2,838	1,309.86	16.3732
	B	35,759	2,980	1,375.35	17.1919
	C	37,547	3,129	1,444.12	18.0515
	D	39,424	3,285	1,516.33	18.9541
	E	41,396	3,450	1,592.14	19.9018

Exhibit "C-1"

Salary Schedule Effective July 1, 2015
IPOA-Safety Employees (1%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
19	A	34,908	2,909	1,342.61	16.7826
	B	36,653	3,054	1,409.74	17.6217
	C	38,486	3,207	1,480.22	18.5028
	D	40,410	3,368	1,554.23	19.4279
	E	42,431	3,536	1,631.95	20.3993
20	A	35,780	2,982	1,376.17	17.2021
	B	37,569	3,131	1,444.98	18.0622
	C	39,448	3,287	1,517.23	18.9654
	D	41,420	3,452	1,593.09	19.9136
	E	43,491	3,624	1,672.74	20.9093
21	A	36,675	3,056	1,410.58	17.6322
	B	38,509	3,209	1,481.10	18.5138
	C	40,434	3,370	1,555.16	19.4395
	D	42,456	3,538	1,632.92	20.4115
	E	44,579	3,715	1,714.56	21.4320
22	A	37,592	3,133	1,445.84	18.0730
	B	39,471	3,289	1,518.13	18.9766
	C	41,445	3,454	1,594.04	19.9255
	D	43,517	3,626	1,673.74	20.9218
	E	45,693	3,808	1,757.43	21.9678
23	A	38,532	3,211	1,481.99	18.5248
	B	40,458	3,372	1,556.09	19.4511
	C	42,481	3,540	1,633.89	20.4236
	D	44,605	3,717	1,715.58	21.4448
	E	46,835	3,903	1,801.36	22.5170
24	A	39,495	3,291	1,519.04	18.9879
	B	41,470	3,456	1,594.99	19.9373
	C	43,543	3,629	1,674.74	20.9342
	D	45,720	3,810	1,758.47	21.9809
	E	48,006	4,001	1,846.40	23.0800
25	A	40,482	3,374	1,557.01	19.4626
	B	42,506	3,542	1,634.86	20.4358
	C	44,632	3,719	1,716.61	21.4576
	D	46,863	3,905	1,802.44	22.5304
	E	49,206	4,101	1,892.56	23.6570
26	A	41,494	3,458	1,595.94	19.9492
	B	43,569	3,631	1,675.73	20.9467
	C	45,748	3,812	1,759.52	21.9940
	D	48,035	4,003	1,847.50	23.0937
	E	50,437	4,203	1,939.87	24.2484
27	A	42,532	3,544	1,635.84	20.4479
	B	44,658	3,722	1,717.63	21.4703
	C	46,891	3,908	1,803.51	22.5439
	D	49,236	4,103	1,893.68	23.6710
	E	51,698	4,308	1,988.37	24.8546

Salary Schedule Effective July 1, 2015
IPOA-Safety Employees (1%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
28	A	43,595	3,633	1,676.73	20.9591
	B	45,775	3,815	1,760.57	22.0071
	C	48,063	4,005	1,848.60	23.1075
	D	50,467	4,206	1,941.03	24.2628
	E	52,990	4,416	2,038.08	25.4760
29	A	44,685	3,724	1,718.65	21.4831
	B	46,919	3,910	1,804.58	22.5573
	C	49,265	4,105	1,894.81	23.6851
	D	51,728	4,311	1,989.55	24.8694
	E	54,315	4,526	2,089.03	26.1129
30	A	45,802	3,817	1,761.62	22.0202
	B	48,092	4,008	1,849.70	23.1212
	C	50,497	4,208	1,942.18	24.2773
	D	53,022	4,418	2,039.29	25.4911
	E	55,673	4,639	2,141.25	26.7657
31	A	46,947	3,912	1,805.66	22.5707
	B	49,294	4,108	1,895.94	23.6992
	C	51,759	4,313	1,990.74	24.8842
	D	54,347	4,529	2,090.27	26.1284
	E	57,064	4,755	2,194.79	27.4348
32	A	48,121	4,010	1,850.80	23.1350
	B	50,527	4,211	1,943.34	24.2917
	C	53,053	4,421	2,040.50	25.5063
	D	55,706	4,642	2,142.53	26.7816
	E	58,491	4,874	2,249.66	28.1207
33	A	49,324	4,110	1,897.07	23.7133
	B	51,790	4,316	1,991.92	24.8990
	C	54,379	4,532	2,091.52	26.1440
	D	57,098	4,758	2,196.09	27.4512
	E	59,953	4,996	2,305.90	28.8237
34	A	50,557	4,213	1,944.49	24.3062
	B	53,085	4,424	2,041.72	25.5215
	C	55,739	4,645	2,143.80	26.7976
	D	58,526	4,877	2,250.99	28.1374
	E	61,452	5,121	2,363.54	29.5443
35	A	51,821	4,318	1,993.11	24.9138
	B	54,412	4,534	2,092.76	26.1595
	C	57,132	4,761	2,197.40	27.4675
	D	59,989	4,999	2,307.27	28.8409
	E	62,988	5,249	2,422.63	30.2829
36	A	53,116	4,426	2,042.93	25.5367
	B	55,772	4,648	2,145.08	26.8135
	C	58,561	4,880	2,252.33	28.1542
	D	61,489	5,124	2,364.95	29.5619
	E	64,563	5,380	2,483.20	31.0400

Exhibit "C-1"

Salary Schedule Effective July 1, 2015
IPOA-Safety Employees (1%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
37	A	54,444	4,537	2,094.01	26.1751
	B	57,166	4,764	2,198.71	27.4838
	C	60,025	5,002	2,308.64	28.8580
	D	63,026	5,252	2,424.08	30.3009
	E	66,177	5,515	2,545.28	31.8160
38	A	55,805	4,650	2,146.36	26.8295
	B	58,596	4,883	2,253.68	28.1709
	C	61,525	5,127	2,366.36	29.5795
	D	64,602	5,383	2,484.68	31.0585
	E	67,832	5,653	2,608.91	32.6114
39	A	57,200	4,767	2,200.02	27.5002
	B	60,060	5,005	2,310.02	28.8752
	C	63,063	5,255	2,425.52	30.3190
	D	66,217	5,518	2,546.79	31.8349
	E	69,527	5,794	2,674.13	33.4267
40	A	58,630	4,886	2,255.02	28.1877
	B	61,562	5,130	2,367.77	29.5971
	C	64,640	5,387	2,486.16	31.0770
	D	67,872	5,656	2,610.46	32.6308
	E	71,266	5,939	2,740.99	34.2623
41	A	60,096	5,008	2,311.39	28.8924
	B	63,101	5,258	2,426.96	30.3370
	C	66,256	5,521	2,548.31	31.8539
	D	69,569	5,797	2,675.73	33.4466
	E	73,047	6,087	2,809.51	35.1189
42	A	61,599	5,133	2,369.18	29.6147
	B	64,679	5,390	2,487.64	31.0954
	C	67,912	5,659	2,612.02	32.6502
	D	71,308	5,942	2,742.62	34.2827
	E	74,873	6,239	2,879.75	35.9969
43	A	63,139	5,262	2,428.41	30.3551
	B	66,295	5,525	2,549.83	31.8728
	C	69,610	5,801	2,677.32	33.4665
	D	73,091	6,091	2,811.18	35.1398
	E	76,745	6,395	2,951.74	36.8968
44	A	64,717	5,393	2,489.12	31.1140
	B	67,953	5,663	2,613.57	32.6697
	C	71,351	5,946	2,744.25	34.3031
	D	74,918	6,243	2,881.46	36.0183
	E	78,664	6,555	3,025.54	37.8192
45	A	66,335	5,528	2,551.34	31.8918
	B	69,652	5,804	2,678.91	33.4864
	C	73,134	6,095	2,812.86	35.1607
	D	76,791	6,399	2,953.50	36.9188
	E	80,631	6,719	3,101.18	38.7647

Exhibit "C-1"

Salary Schedule Effective July 1, 2015
IPOA-Safety Employees (1%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
46	A	67,993	5,666	2,615.13	32.6891
	B	71,393	5,949	2,745.88	34.3236
	C	74,963	6,247	2,883.18	36.0397
	D	78,711	6,559	3,027.34	37.8417
	E	82,646	6,887	3,178.70	39.7338
47	A	69,693	5,808	2,680.51	33.5063
	B	73,178	6,098	2,814.53	35.1816
	C	76,837	6,403	2,955.26	36.9407
	D	80,679	6,723	3,103.02	38.7878
	E	84,712	7,059	3,258.17	40.7272
48	A	71,435	5,953	2,747.52	34.3440
	B	75,007	6,251	2,884.90	36.0612
	C	78,758	6,563	3,029.14	37.8642
	D	82,696	6,891	3,180.60	39.7575
	E	86,830	7,236	3,339.63	41.7453
49	A	73,221	6,102	2,816.21	35.2026
	B	76,882	6,407	2,957.02	36.9627
	C	80,727	6,727	3,104.87	38.8109
	D	84,763	7,064	3,260.11	40.7514
	E	89,001	7,417	3,423.12	42.7890
50	A	75,052	6,254	2,886.61	36.0827
	B	78,805	6,567	3,030.94	37.8868
	C	82,745	6,895	3,182.49	39.7811
	D	86,882	7,240	3,341.61	41.7702
	E	91,226	7,602	3,508.70	43.8587
51	A	76,928	6,411	2,958.78	36.9847
	B	80,775	6,731	3,106.72	38.8340
	C	84,813	7,068	3,262.05	40.7757
	D	89,054	7,421	3,425.15	42.8144
	E	93,507	7,792	3,596.41	44.9552
52	A	78,851	6,571	3,032.75	37.9093
	B	82,794	6,899	3,184.38	39.8048
	C	86,934	7,244	3,343.60	41.7950
	D	91,280	7,607	3,510.78	43.8848
	E	95,844	7,987	3,686.32	46.0790
53	A	80,823	6,735	3,108.57	38.8571
	B	84,864	7,072	3,263.99	40.7999
	C	89,107	7,426	3,427.19	42.8399
	D	93,562	7,797	3,598.55	44.9819
	E	98,241	8,187	3,778.48	47.2310
54	A	82,843	6,904	3,186.28	39.8285
	B	86,985	7,249	3,345.59	41.8199
	C	91,335	7,611	3,512.87	43.9109
	D	95,901	7,992	3,688.52	46.1065
	E	100,697	8,391	3,872.94	48.4118

Salary Schedule Effective July 1, 2015
IPOA-Safety Employees (1%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
55	A	84,914	7,076	3,265.94	40.8242
	B	89,160	7,430	3,429.23	42.8654
	C	93,618	7,802	3,600.70	45.0087
	D	98,299	8,192	3,780.73	47.2591
	E	103,214	8,601	3,969.77	49.6221
56	A	87,037	7,253	3,347.59	41.8448
	B	91,389	7,616	3,514.96	43.9371
	C	95,959	7,997	3,690.71	46.1339
	D	100,756	8,396	3,875.25	48.4406
	E	105,794	8,816	4,069.01	50.8626
57	A	89,213	7,434	3,431.27	42.8909
	B	93,674	7,806	3,602.84	45.0355
	C	98,357	8,196	3,782.98	47.2873
	D	103,275	8,606	3,972.13	49.6516
	E	108,439	9,037	4,170.74	52.1342
58	A	91,443	7,620	3,517.06	43.9632
	B	96,016	8,001	3,692.91	46.1614
	C	100,816	8,401	3,877.56	48.4694
	D	105,857	8,821	4,071.43	50.8929
	E	111,150	9,263	4,275.00	53.4376
59	A	93,730	7,811	3,604.98	45.0623
	B	98,416	8,201	3,785.23	47.3154
	C	103,337	8,611	3,974.49	49.6812
	D	108,504	9,042	4,173.22	52.1652
	E	113,929	9,494	4,381.88	54.7735
60	A	96,073	8,006	3,695.11	46.1888
	B	100,876	8,406	3,879.86	48.4983
	C	105,920	8,827	4,073.86	50.9232
	D	111,216	9,268	4,277.55	53.4694
	E	116,777	9,731	4,491.43	56.1428
61	A	98,475	8,206	3,787.49	47.3436
	B	103,398	8,617	3,976.86	49.7107
	C	108,568	9,047	4,175.70	52.1963
	D	113,997	9,500	4,384.49	54.8061
	E	119,697	9,975	4,603.71	57.5464
62	A	100,936	8,411	3,882.17	48.5272
	B	105,983	8,832	4,076.28	50.9535
	C	111,282	9,274	4,280.10	53.5012
	D	116,847	9,737	4,494.10	56.1763
	E	122,689	10,224	4,718.81	58.9851
63	A	103,460	8,622	3,979.23	49.7403
	B	108,633	9,053	4,178.19	52.2274
	C	114,065	9,505	4,387.10	54.8387
	D	119,768	9,981	4,606.45	57.5807
	E	125,756	10,480	4,836.78	60.4597

Exhibit "C-1"

Salary Schedule Effective July 1, 2015
IPOA-Safety Employees (1%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
64	A	106,046	8,837	4,078.71	50.9838
	B	111,349	9,279	4,282.64	53.5330
	C	116,916	9,743	4,496.78	56.2097
	D	122,762	10,230	4,721.61	59.0202
	E	128,900	10,742	4,957.69	61.9712
65	A	108,698	9,058	4,180.68	52.2584
	B	114,132	9,511	4,389.71	54.8714
	C	119,839	9,987	4,609.19	57.6149
	D	125,831	10,486	4,839.65	60.4957
	E	132,123	11,010	5,081.64	63.5205
66	A	111,415	9,285	4,285.19	53.5649
	B	116,986	9,749	4,499.45	56.2431
	C	122,835	10,236	4,724.42	59.0553
	D	128,977	10,748	4,960.65	62.0081
	E	135,426	11,285	5,208.68	65.1085
67	A	114,200	9,517	4,392.32	54.9040
	B	119,910	9,993	4,611.94	57.6492
	C	125,906	10,492	4,842.53	60.5317
	D	132,201	11,017	5,084.66	63.5583
	E	138,811	11,568	5,338.89	66.7362
68	A	117,055	9,755	4,502.13	56.2766
	B	122,908	10,242	4,727.24	59.0905
	C	129,054	10,754	4,963.60	62.0450
	D	135,506	11,292	5,211.78	65.1472
	E	142,282	11,857	5,472.37	68.4046
69	A	119,982	9,998	4,614.68	57.6835
	B	125,981	10,498	4,845.42	60.5677
	C	132,280	11,023	5,087.69	63.5961
	D	138,894	11,574	5,342.07	66.7759
	E	145,839	12,153	5,609.18	70.1147
70	A	122,981	10,248	4,730.05	59.1256
	B	129,130	10,761	4,966.55	62.0819
	C	135,587	11,299	5,214.88	65.1860
	D	142,366	11,864	5,475.62	68.4453
	E	149,485	12,457	5,749.41	71.8676
71	A	126,056	10,505	4,848.30	60.6038
	B	132,359	11,030	5,090.72	63.6340
	C	138,977	11,581	5,345.25	66.8157
	D	145,925	12,160	5,612.52	70.1564
	E	153,222	12,768	5,893.14	73.6643
72	A	129,207	10,767	4,969.51	62.1189
	B	135,668	11,306	5,217.98	65.2248
	C	142,451	11,871	5,478.88	68.4860
	D	149,574	12,464	5,752.83	71.9103
	E	157,052	13,088	6,040.47	75.5059

Exhibit "C-2"

Salary Schedule Effective July 1, 2014
IPOA-Misc (Dispatchers)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
37	A	52,859	4,405	2,033.02	25.4127
	B	55,501	4,625	2,134.67	26.6834
	C	58,277	4,856	2,241.40	28.0176
	D	61,190	5,099	2,353.47	29.4184
	E	64,250	5,354	2,471.15	30.8894
38	A	54,180	4,515	2,083.85	26.0481
	B	56,889	4,741	2,188.04	27.3505
	C	59,733	4,978	2,297.44	28.7180
	D	62,720	5,227	2,412.31	30.1539
	E	65,856	5,488	2,532.93	31.6616

COUNCIL AGENDA
ITEM 2A

JUL 13 2016

AGENDA REPORT

Date: July 13, 2016

To: Honorable Mayor and City Council

From: John Davidson, City Manager

Subject: Adoption of the Amended City of Irwindale Expense Reimbursement Policy

City Manager's Recommendation

Adopt Resolution No. 2016-40-2854 entitled: "A **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE AMENDED CITY OF IRWINDALE EXPENSE REIMBURSEMENT POLICY";** reading by title only and waiving further reading thereof.

Analysis

The City of Irwindale Expense Reimbursement Policy provides uniform policy and procedures for expenses incurred related to travel on City business for all City Officials and City Employees. This Expense Reimbursement Policy is consistent with requirements under California Government Codes Sections 53232-53232.4 and Section 53234 that apply to members of the legislative body and its commissions. The policy details the requirements and types of activities for which a City Employee/Official is eligible to be reimbursed for travel, meals, lodging, and other actual and necessary expenses incurred while carrying out their duties on behalf of the City.

The types of eligible reimbursable activities are listed in Section V-B of the Expense Reimbursement Policy, and include the following:

1. Meetings with government and business leaders.
2. Conferences, training, and educational trips, including visiting other governments and government officials.
3. Lobbying trips.
4. Communicating with regional, state and national government officials to advocate policy positions adopted by the City.
5. Attending seminars and workshops intended to improve the Employee/Official's skill and informational level
6. Participating or attending events organized by regional, state or national organizations or governmental entities where the City has a direct interest.
7. Attending events within the City where the event is sponsored by an officially recognized City organization, association or club, where the official is an invited guest.

All travel requests are subject to prior approval of the Department Head and City Manager. The requests for travel must be submitted on a completed Travel Authorization request form which shall include the purpose of the travel, the estimate of all reimbursable expenses, a copy of the conference/seminar agenda and registration form, and the account in which funds for the travel expense is budgeted. Reimbursable expenses must be actual and necessary expenses. The location and duration of the conference/seminar shall be considered in determining whether overnight lodging will be permitted. Generally, events within 35 miles of the City are considered "local" and shall not require overnight lodging.

The City Council last reviewed the City of Irwindale Expense Reimbursement Policy on August 1, 2007. It has been over eight years since the Expense Reimbursement Policy was last updated. Therefore, this policy was thoroughly reviewed by the City Attorney and City Staff to address all sections that needed to be updated to ensure continued compliance with internal controls, safeguard of city resources, efficient process for approval, and proper adherence to Federal and State regulations. Attached is a draft of the former Expense Reimbursement Policy with the recommended changes tracked for reference on the sections that were updated.

The attached Resolution No. 2016-40-2854 includes as Exhibit A the final version of the City of Irwindale Expense Reimbursement Police with all the changes included.

Fiscal Impact_____ (Initial of CFO)

Legal Impact_____ (Initial of Legal Counsel)

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

John Davidson, City Manager

Attachments:

1. Draft City of Irwindale Expense Reimbursement Policy (redlined)
2. Resolution No. 2016-40-2854; includes the final version of the Expense Reimbursement Policy

CITY OF IRWINDALE

EXPENSE REIMBURSEMENT POLICY

Adopted:

[date]

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CITY OF IRWINDALE

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EXPENSE REIMBURSEMENT POLICY

I. PURPOSE

To provide a uniform policy and procedure for travel on City business for all City ~~e~~Employees and ~~o~~Officials who may incur out-of-pocket expenses in the course of their duties. To assure the appropriate use of City funds, provide accountability of related expenditures, and ensure an efficient process for approval and proper adherences to IRS regulations. ~~These guidelines are not intended to~~This policy may not explicitly address every issue or contingency that may arise in the course of City travel. However, the basic standard that should always prevail is to exercise good judgment in the use and stewardship of the City's resources.

This policy is consistent with California Government Code sections 53232.2 – 53232.4.

II. SCOPE

This policy is applicable to the Members of all City boards, commissions, and committees that are subject to the Brown Act as well as all City ~~e~~Employees. This includes, but is not limited to, the Council, Successor Agency to the Irwindale Community Redevelopment Agency Board, Housing Authority Board, Irwindale Joint Powers Authority Board, Reclamation Authority Board, ~~Redevelopment Agency Board,~~ Planning Commission, Parks and Recreation Commission, and Senior Citizens Commission.

III. DEFINITIONS

For the purpose of this policy, the following definitions apply:

A. Agency: Any Body subject to this policy, including the Mayor and Council, Successor Agency to the Irwindale Community Redevelopment Agency Board, Housing Authority Board, Irwindale Joint Powers Authority Board, Reclamation Authority Board~~Redevelopment Agency Board~~, and all committees, commissions, and boards created by the Council ~~or Redevelopment Agency~~. If the City creates additional boards, committee, commissions or other bodies whose Members are subject to the Brown Act, this policy shall equally apply to these Agencies.

B. Appointed Officials: Members of all City ~~c~~Commissions, Boards, and Agencies, who are appointed and subject to the Brown Act.

C. Elected Official: Mayor and Council Members, whether or not they were elected by the people or appointed to fill a vacancy.

D. Employee: Any person deemed by the City to be a full or part-time employee, not including Elected Officials or Appointed Officials.

E. Local Travel: Travel requiring an Employee/Official to be present at a reimbursable event or activity that is located 35 miles or less from City Hall.

F. Member: Any Eelected or Aappointed Oofficial, ~~and~~ or Eemployee of the City.

G. Employee/Official: Any Eelected or Aappointed Oofficial, ~~and~~ or eEmployee of the City.

~~G.~~H. Out-of-State Travel: Travel requiring an Employee/Official to be present at a reimbursable event or activity that is located outside the State of California.

~~H.~~I. Out-of-Town Travel: Travel requiring the Employee/Official to be present at a reimbursable event or activity that is located more than 35 miles from City Hall.

~~I.~~J. Maximum Daily Allowance: The daily maximum dollar amount that may be reimbursed for meals and incidental expenses. The amount shall be equal to the prevailing federal Meals and Incidental Expense rates as published ~~in the Internal Revenue Service Publication 1542 for the applicable location of travel~~on the United States General Services Administration (USGSA) website. (See Attachments "A" and "B")

IV. FLAT MONTHLY REIMBURSEMENT (MAYOR & COUNCIL MEMBERS ONLY)

A. Flat Reimbursement for Local Expenses

The Mayor and City Council Members shall receive a flat monthly reimbursement of one hundred dollars ($100.00). This shall constitute full reimbursement for all City-related expenses incurred within the boundaries of the City, including but not limited to vehicle maintenance and mileage for personal automobile used for events in the City, local telephone calls and faxes using personal phone lines, meals, incidental expenses, etc. All such local expenses shall be the responsibility of the elected official who incurred the cost and shall not be paid by the City or submitted to the City for reimbursement, even if City-related expenses incurred within the City exceed the amount allowed under this paragraph. (Authority: Irwindale City Charter section 604; Irwindale Municipal Code section 2.04.031.)

B. Flat Reimbursement for Cell Phones

In addition to the reimbursement described above, the Mayor and City Council Members shall receive a flat monthly reimbursement of ninety dollars ($90.00) to defray the cost of maintaining a cell phone, wireless card, PDA or similar communication device to make and receive City-related phone calls or e-mails. The Mayor and City Council Members are expected to be readily accessible by their cell phones in case the City Manager needs to reach him or her. The billing address for cell phones maintained by the Mayor and City Council Members shall not be City Hall. All such local expenses shall be the responsibility of the elected official who incurred the cost and shall not be paid by the City or submitted to the City for reimbursement,

even if City-related cell phone expenses exceed the amount allowed under this paragraph. (Authority: Irwindale City Charter section 604; Irwindale Municipal Code section 2.04.031.)

V. AUTHORIZATION FOR REIMBURSABLE EVENTS AND ACTIVITIES

A. General Policy

It is the policy of the City that no Employee/Official shall sustain personal monetary loss as a result of duties performed in the service of the City, as provided in this Reimbursement Policy. However, all expenditures and requests for reimbursement shall logically relate to the conduct of City business and shall be "necessary" to accomplish the purposes of such business and shall be "reasonable" in amount. Employees/Officials are expected to exercise good judgment and show proper regard for economy when incurring expenses in connection with official City business.

All expenses related to Employee/Official travel must be included in the budget. Departments are required to forecast such travel costs and incorporate those costs ~~as part of~~into their budget proposals.

Travel and training will only be approved if there are sufficient funds in the departmental budget.

The most economical mode and class of transportation reasonably consistent with scheduling needs must be used.

The City Council of the City of Irwindale shall have authority to make the final decision regarding compliance with this policy for Appointed and Elected officials. The City Manager shall have authority to make the final decision regarding compliance with this policy for eEmployees.

B. Types of Reimbursable Activities

The types of events and activities that typically qualify an Employee/Official to receive reimbursement are included below. If there is an event or activity for which an Employee/Official wishes reimbursement, and it is not described below, the Employee/Official should have the matter approved in advance by the City Council ~~or Redevelopment Agency~~:

1. Meetings with government and business leaders.
2. Conferences, training, and educational trips, including visiting other governments and government officials.
3. Lobbying trips.
4. Communicating with regional, state and national government officials to advocate policy positions adopted by the City.

5. Attending seminars and workshops intended to improve the Employee/Official's skill and informational level

6. Participating or attending events organized by regional, state or national organizations or governmental entities where the City has a direct interest.

7. Attending events within the City where the event is sponsored by an officially recognized City organization, association or club, where the official is an invited guest.

C. Types of Non-Reimbursable Activities

Any questions regarding the propriety of a particular expense should be resolved by the approving authority before the expense is incurred.

Examples of expenses the City will not reimburse include, but are not limited to:

1. The personal portion of any trip;

2. Political or charitable contributions or events;

3. Family expenses, including partner's and/or children's expenses incurred when accompanying O~~o~~fficial/E~~e~~mployee on City-related business;

4. Entertainment expenses, including alcohol, sightseeing, theater, movies (in-room or theater), sporting events (including golf, gym, and massage expenses) or other cultural events;

5. Non-mileage personal automobile expenses including repairs, traffic citations, insurance; and

6. Personal medical expenses or losses incurred while on City business.

VI. SPECIFIC REIMBURSABLE EXPENSES & PROTOCOL

A. The following protocols shall apply when incurring certain expenses while performing City-related business:

1. Authorization for Travel. Prior to committing the expenditure of City funds for travel, the ~~e~~Employee must obtain the approval of his or her department head, as well as the ~~and~~ City Manager or designee on the approved travel request form. The duration of the meeting may be considered (with approval from the City Manager) in determining whether overnight lodging will be permitted.

Generally, meetings/conferences within 35 miles of the City will not require overnight lodging.

The request shall include an estimate of all expenses. A copy of the conference or meeting notice and agenda and registration form(s) are to be attached. Any special arrangements such as side trips or extra days for personal business should be included in the request.

All out-of-state travel, for either Officials or Employees, shall require City Council approval. Such approval shall be given on the City Council's (or relevant legislative body) Consent Calendar.

2. Air Travel. When traveling by air, travel should be by commercial airline in coach or tourist class accommodations. Reservations should be made far enough in advance to take advantage of available discounts. Increased fees related to late booking may be disallowed without a sound business reason. Employees/Officials may ~~at their own expense~~ pay to upgrade their airline accommodations at their own expense .

3. Private Automobile for Out-of-Town Travel. Employees/Officials will be reimbursed actual mileage for the use of their private cars in travel to and from designated place(s) on City business outside the City. The Employee/Official will be reimbursed at the standard mileage rate established in IRS guidelines.

4. Private Automobile for Local Travel. Provided an ~~e~~Employee is not issued a vehicle at City expense, ~~e~~Employee will be reimbursed actual mileage for the use of their private car for local travel (within 35 miles of City Hall) while conducting City business. If the Employee receives a fixed monthly automobile allowance, they will be reimbursed for the mileage beyond 35 miles. All travel will be reimbursed at the standard mileage rate established in IRS guidelines.

5. Garage and Parking Expenses. Expenses for necessary parking and storage of private vehicles may be authorized. Receipts or other evidence must be provided to obtain reimbursement.

6. Vehicle Rentals, Taxi, and Transit Fare. Out-of-town expenses for such transportation may be authorized where reasonable and necessary to conduct City business. Receipts or other evidence must be provided to obtain reimbursement. When vehicle rental is chosen over taxi or shuttle service, there should be a business reason or economic benefit to the City to support the rental decision, and such business reason or economic benefit shall be identified on the travel authorization to be approved in advance. A cost estimate for any vehicle rental shall also be included with the travel authorization. Attempts should be made to acquire the lowest rate through competitive shopping and advance reservations.

7. Lodging. ~~Expenses will be allowed for adequate lodging and are limited to the cost of the room plus related taxes and parking. The cost of accommodations shall be based on the lowest available group/government rate for a single room at the conference/event headquarters hotel or in the immediate area of the event. If this is not available, comparable lodgings consistent with this policy shall be used. Itemized receipts for lodging must be submitted to obtain reimbursement.~~Lodging expenses will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay. Whenever possible, Employees/Officials are encouraged to use lower cost lodging in order to minimize the cost to the City, unless doing so will be inefficient and/or uneconomical. Local lodging, defined as less than 35 miles from City Hall, will generally not be reimbursed.

(a) ~~-~~Conferences. If such lodging is in connection with a conference, Employees/Officials are expected to utilize the conference lodging at the group rate published by the conference sponsor. If other lodging accommodations are used, the City shall pay/reimburse only up to the amount of the conference group rate.

If a conference starts by 9:00 a.m., the attendee may be allowed to begin the trip one day earlier, with costs for the extra day paid by the City, upon approval of the City Manager.

~~(a)~~ Other Lodging. Employees/Officials must request government rates, when available. A listing of hotels offering rates in different areas is available through the State of California's "Lodging Guide Program." Lodging rates that are equal to or less than comparable government rates are presumed to be reasonable and reimbursable for the purposes of this policy.

~~(b) If a conference starts by 9:00 a.m., the attendee may be allowed to begin the trip one day earlier, with costs for the extra day paid by the City, upon approval of City Manager.~~

~~(c)~~(b) ~~Local lodging, defined as less than 35 miles from City Hall, will not be reimbursed without prior approval by the City Manager.~~

8. Meals and Incidentals. Reasonable and customary expenses for meals are authorized for Employees/Officials as required to conduct official City duties. Employees/Officials traveling on City business shall be entitled to reimbursement of expenses incurred for necessary meals not to exceed breakfast, lunch, and dinner in any one day. Detailed ~~R~~receipts, listing the items purchased, are required for all reimbursable expenses. (See sample, Attachment "C")

~~The maximum that will be reimbursed for meals in one day (Maximum Daily Allowance) shall be equal to the prevailing Federal Per Diem rate as published by the IRS~~Employees/Officials shall be reimbursed for meals and incidental

expenses at a maximum rate as allowed under the annually-published ~~United States General Services Administration (~~USGSA~~)~~ rate table by location. (see *Attachment A hereto for the ~~Federal Per Diem for California~~USGSA rates for select destinations in California ~~in effect as of October 1, 2006~~for Fiscal Year 2016)*. The Maximum Daily Allowance shall be reduced as described below for less than full days. If a full meal is provided as part of the meeting, conference, event, or training session, appropriate deductions must be made from the meal allowance.

Reimbursement for m~~M~~eals not incurred as part of out-of-town or overnight travel are limited to activities outside normal duties, such as business-related meetings held before or after regular working hours (including working lunches where this is the only time available).

Meal reimbursements are not allowed as part of routine daily work assignments or training within City limits, unless part of the registration cost, or the meal is served on site as part of the program to keep all participants together and not have them disperse for meals.

Meals incurred during training held outside City limits are only allowable when the training (including travel time) spans the normal meal period. For example, if training is held outside the City limited from 9:00 a.m. to 10:30 a.m. at a location that is an hour away from the City Hall, meals costs for lunch would not be reimbursable. However, if the training is held from 9:00 a.m. to 3:00 p.m., the meal would be reimbursable.

The amount to be reimbursed for meal costs in these circumstances is subject to the City's meal cost guidelines for overnight travel. *(See Attachment B for the breakdown of the Maximum Daily Allowance for each meals)*

In order to determine the amount of the Maximum Daily Allowance for less than full days of out-of-town travel, the following shall be used to determine the partial day allowance for meals:

Departure:

~~(d)~~(a) After 8 a.m. – Deduct breakfast
~~(e)~~(b) After 1 p.m. – Deduct breakfast and lunch
~~(f)~~(c) After 7 p.m. – No meal allowance

Return:

(a) After 8 a.m. – Claim breakfast
(b) After 1 p.m. – Claim breakfast and lunch
(c) After 7 p.m. – Claim full meal allowance

9. Reimbursement of Travel Expenses. Employees/Officials shall submit expense reports within a reasonable time after incurring the expense, ~~which is defined as~~not to exceed 30 days, and the reports shall be accompanied by the receipts documenting each expense.

All Expense Reports shall be submitted to the City Manager for review and approval.

Documentation should include, if applicable:

(a) All meal receipts
(b) Hotel receipt
(c) Conference brochure
(d) Meeting agenda
(e) Trip or meeting purpose
(f) Taxi, shuttle, airfare, parking receipts

10. Tips and Gratuities. Reasonable expenses for tips and gratuities (not to exceed 18%) are allowable for meals, hotel, and transportation purposes.

11. Registration Fees. Conference/meeting registration fees qualify for reimbursement. The City will pre-pay conference registrations prior to the date of the event. In cases where early registration is not possible, a receipt or registration form illustrating the fee amount must be provided with the reimbursement request. In all cases, a brochure or registration document must accompany the payment voucher.

Registration fees will be paid directly to the conference organization for the expenses indicated on the published information attached to the approved travel request. Any deadlines for receipt of the registration fee should be prominently noted on the face of the request to assure timely payment. Advance registration discounts are to be taken advantage of where possible.

12. Telephone, Internet Access, and Fax. Telephone, i~~I~~nternet access and fax expenses may be incurred only for the conduct of City business.~~ One daily telephone call to family Employee/Official for a reasonable duration shall be reimbursed by the City. Employee/Officials are encouraged to use cell phones when available.~~

13. No Shows/Late Cancellation. –If an Employee/Official is unable to attend a planned trip, including a conference or general business meeting, it is the Employee/Official's responsibility to provide early notice in order to obtain all refunds possible.

14. Public Trip/Meeting Report. Upon return from a reimbursable event, an Elected Official shall provide a brief report on meetings attended at the next meeting of the City Council (or relevant legislative body). It is anticipated that

routine meetings may be addressed in writing on the consent calendar of the agenda.

15. Miscellaneous. All items of expense otherwise unclassified shall be considered in this category. Examples of such expenses which may be authorized are duplicating expenses and the cost of publications of value to the City. Other expenses as necessary when traveling on City business may be allowed and should be included within this classification when requesting reimbursement.

VII. EXCEPTIONS

There shall be no exceptions to this policy. To the extent this policy conflicts with any other policy or procedure previously approved by the City, this policy shall prevail. Otherwise, this policy is intended to supplement and be read in conjunction with other policies and rules in existence at the time this policy is adopted.

VIII. RECORDKEEPING

A. All expenses submitted for reimbursement shall be sufficiently described as to the nature of the expense.

B. Receipts must be provided for each individual expense. If a reimbursable expense is incurred for which no receipt is given or where the receipt is lost or stolen, the Employee/Official requesting reimbursement must provide other evidence, such as a verified statement with description of the expense. Expense reimbursements should be itemized and presented to the Finance Director on a form approved by the City Manager.

C. All expenditures are public records subject to disclosure under the Public Records Act.

IX. VIOLATIONS OF THIS POLICY AND ENFORCEMENT AUTHORITY

A. **Violations.** Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following:

1. Loss of reimbursement privileges;

2. A demand for restitution to the City;

3. The City reporting the expenses as income to county, state and/or federal authorities'

4. Prosecution for misuse of public resources;

5. Disciplinary action, up to and including termination, where applicable, dependent on upon the severity and frequency.

B. **Enforcement Authority.** It shall be the duty and responsibility of the City Council to enforce the provisions of this policy with regards to Elected and Appointed Officials. It shall be the duty and responsibility of the City Manager to enforce the provisions of this policy with regards to eEmployees.

C. **Compliance with the Laws.** Elected and Appointed Officials and eEmployees should recognize that some expenditures may be subject to reporting under the Political Reform Act and/or other laws or may be prohibited altogether. All City expenditures are public records subject to disclosure under the Public Records Act.

ATTACHMENT "A"

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United States General Services Administration Per Diem Rates for California Cities for Fiscal Year 2016	
Primary Destination	**M & IE***
Bakersfield	$ 59
Barstow / Ontario / Victorville	$ 54
Fresno	$ 64
Los Angeles	$ 64
Modesto	$ 51
Monterey	$ 74
Oakland	$ 69
Palm Springs	$ 64
Sacramento	$ 64
San Diego	$ 64
San Francisco	$ 74
San Luis Obispo	$ 64
San Mateo / Foster City / Belmont	$ 69
Santa Barbara	$ 74
Santa Cruz	$ 59
Santa Monica	$ 64
Stockton	$ 64
*M & IE (Miscellaneous & Incidental Expenses)	

Other per diem rates can be found at the United States General Services Administration website (www.gsa.gov)

ATTACHMENT "B"

United States General Services Administration Meals and Incidental Expenses Breakdown for Fiscal Year 2016

Total	Breakfast	Lunch	Dinner	IE
$51	$11	$12	$23	$5
$54	$12	$13	$24	$5
$59	$13	$15	$26	$5
$64	$15	$16	$28	$5
$69	$16	$17	$31	$5
$74	$17	$18	$34	$5

USGSA Meals and Incidental Expenses Breakdowns for other years can be found at the USGSA website (www.gsa.gov).

ATTACHMENT "C"

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Sample Credit Card Receipts

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General Instructions for Completing the City of Irwindale Travel Authorization Form, and the City of Irwindale Travel Expense and Reconciliation to Travel Advance Report

The **Travel Authorization ("TA")** and the **Travel Expense and Reconciliation to Travel Advance Report ("Travel Expense Report")** are to assist in insuring that travel by City ~~e~~Employees and ~~e~~Officials is conducted in accordance with the City of Irwindale Expense Reimbursement Policy.

The following charts and tables provide an overview of the City's travel procedures, instructions for completing the TA and Travel Expense Report forms, and completed samples.

OVERVIEW OF TRAVEL PROCEDURES
Step 1 – Travel Authorization

Who	What
Traveler	• Consult with Department Head on the need for travel. • Plan itinerary, transportation, and lodging. • Complete Travel Authorization (TA) form and Supporting Detail form and attach all supporting documents.
Department Head	• Review TA for conformance with City travel guidelines and department priorities. • Verify that adequate funding exists in the appropriate travel budget to cover all costs. • Approve TA and forward to the City Manager for approval.
City Manager	• Review TA and approve or disapprove and return to the Department Head
Department Head	• If approved make travel arrangements. • Make copy for your records and forward the TA and all supporting documents to Finance Department for processing not later than the Monday before the Thursday when the check is to be issued.
Finance	• Issue travel advance check to Eemployee/~~city~~ Oofficial and issue check(s) to third party vendor, if any requested. • Have traveler sign Agreement with City of Irwindale to Complete the Traveler Expense and Reconciliation to Travel Advance prior to releasing the travel advance to traveler. • File TA in eEmployee's/Official's vendor file and copy in the Finance travel folder.
Traveler	• It is the traveler's responsibility to pick up their travel advance from the Finance Department on Thursday after 5 p.m., when the processing of the demand warrant register is normally expected to have been completed.

Step 2 – Travel Expense Reporting

Who	What
Traveler	• Complete and submit Travel Expense Report accounting for all expenses to the Department Head. Attach all required receipts. • Sign report attesting to its accuracy. • Attached a check or money order if a balance is due to the City. • Forward to Department Head
Department Head	• Review expense report for conformance with City Expense Reimbursement policy. • Verify accuracy of balances and disposition. • Approve Travel Expense report and forward to the City Manager within 30 days of when the expenses were incurred.
City Manager	• Review Travel Expense report for conformance with City Expense Reimbursement policy. • Approve Travel Expense report. • Forward to Finance Department for processing.
Finance	• Review Travel Expense report for accuracy and conformance with City travel guidelines. • Process any payment due to the eEmployee/Official if requested. • File Travel Expense report in eEmployee's/Official's vendor file and a copy in travel folder.

COMPLETING THE TRAVEL AUTHORIZATION FORM

The TA form summarizes the total cost of attending conferences, meetings, and seminars and provides documentation for travel advances, vendor payments, and credit card purchases. The TA form is the mechanism by which travel expenses are to be submitted for review and approval. Completing the form itself is largely self-explanatory, and a completed sample is provided for your information.

The TA form is organized into five major sections:

1. **General Information.** Identifies who is going, where the meeting or conference will be held, how long the eEmployee/Official will be gone, how much it will cost, and the account number in which funds for the travel have been budgeted and are available.

2. **Purpose.** Describes the reason for the trip.

3. **Cost and Payment Summary.** Outlines the estimated cost of the trip by expense type (registration, transportation, lodging, meals, mileage; spaces are provided to add categories not pre-listed), vendors to whom payment will be made (including travel advances to the eEmployee/Official), method of payment (voucher, purchase order, credit card), and amount. A summary is then provided of the payments to be made to the

~~e~~Employee/Official, vendors, or by credit card. The back of the TA form should be completed and appropriate vouches, purchase orders or credit card charges should be attached to the TA when it is submitted to Finance for processing.

4. **Itinerary.** Summarizes when and where the ~~e~~Employee/Official will be traveling.

5. **Approvals.** Provides a signature box for the ~~E~~employee/Official, the department head, and the City Manager.

COMPLETING THE TRAVEL EXPENSE REPORT

The Travel Expense Report is for reporting actual expenses incurred upon completion of travel and reconciling the total expense amount to any travel advance issued to the ~~e~~Employee/~~city~~ ~~e~~Official. The Travel Expense Report is organized into five major sections:

1. **General Information.** Identifies who has gone, where the meeting or conference was held, how long the ~~e~~Employee/Official was gone.

2. **Actual Expense Detail.** Itemizes actual expenses by type for each day of travel (space is provided for dates, expense categories, and ~~non pre-listed~~additional unlisted expense categories).

3. **Mileage Detail-Personal Vehicle.** Summarizes miles traveled if you were authorized to use a personal vehicle for the travel.

4. **Reimbursable Travel Expense Summary.** Totals expenses for the travel and reconciles them with any travel advance received, resulting in either a balance due to the ~~E~~employee/Official or due to the City.

5. **Approvals.** Provides a signature box for the ~~e~~Employee/Official, the department head and the City Manager. After all signatures are acquired the Travel Expense and Reconciliation to Travel Advance Report are to be forwarded to Finance to be processed.

Sample Reports~~[sample reports]~~

Travel Authorization

Supporting Detail to Cost Summary of Travel Authorization

Travel Expense and Reconciliation to Travel Authorization

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RESOLUTION NO. 2016-40-2854

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE AMENDED CITY OF IRWINDALE EXPENSE REIMBURSEMENT POLICY

WHEREAS, the City Council of the City of Irwindale ("City Council") reimburses its officials and employees for travel and business expenses incurred in carrying out their duties pursuant to the City's adopted Transportation, Travel, and Meeting Expense Policy, adopted March 11, 1993; and

WHEREAS, the City Council had, pursuant to its Resolution No. 93-10-1284 adopted on March 11, 1993, established the mileage reimbursement rate to be that established by the Internal Revenue service, and the per diem rate for meals and incidentals at fifty dollars ($50.00) per day; and

WHEREAS, the City Council had, pursuant to its Resolution No. 2002-17-1808 adopted on March 28, 2002, superseded and replaced Resolution No. 93-10-1284 and increased the per diem rate for meals from fifty dollars ($50.00) per day to seventy-five dollars ($75.00) per day; and

WHEREAS, the City Council had, pursuant to its Resolution No. 2007-56-2242 adopted on August 1, 2007, superseded and replaced Resolution No. 2002-17-1808 and established the mileage reimbursement rate equal to Internal Revenue Service rate, and the per diem rate for meals and incidental expenses to be equal to the prevailing Federal Meals and Incidental Expense rates as published on the United States General Services Administration (USGSA) website; and

WHEREAS, Assembly Bill 1234, which was signed by the California State Governor on October 7, 2005, provides that a local agency that reimburses members of its legislative body for expenses shall adopt in a public meeting a written policy that specifically identifies the occurrences that would qualify a member to be reimbursed for travel, meals, lodging and other actual and necessary expenses; may specify the reasonable expense reimbursement rates; and, mandates that each member of the legislative body to the file expense reports documenting each expense item, which reports are public records; and

WHEREAS, the City desires to define and clarify reimbursable expenses in accordance with California Government Code Sections 53232.2 -53232.4.

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

1. The City's existing City of Irwindale Expense Reimbursement Policy is superseded and replaced by the updated City of Irwindale Expense Reimbursement Policy attached hereto as Exhibit "A" and hereby incorporated as part of this resolution.

2. The City's Resolution No. 2007-56-2242 is rescinded.

3. Resolution No. 2016-40-2854 shall be effective upon adoption.

4. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 13th day of July 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. 2016-40-2854 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its adjourned meeting held on the 13th day of July 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

EXPENSE REIMBURSEMENT POLICY

Adopted:

July 13, 2016

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CITY OF IRWINDALE

EXPENSE REIMBURSEMENT POLICY

I. PURPOSE

To provide a uniform policy and procedure for travel on City business for all City Employees and Officials who may incur out-of-pocket expenses in the course of their duties. To assure the appropriate use of City funds, provide accountability of related expenditures, and ensure an efficient process for approval and proper adherences to IRS regulations. This policy may not explicitly address every issue or contingency that may arise in the course of City travel. However, the basic standard that should always prevail is to exercise good judgment in the use and stewardship of the City's resources.

This policy is consistent with California Government Code sections 53232.2 – 53232.4.

II. SCOPE

This policy is applicable to the Members of all City boards, commissions, and committees that are subject to the Brown Act as well as all City Employees. This includes, but is not limited to, the Council, Successor Agency to the Irwindale Community Redevelopment Agency Board, Housing Authority Board, Irwindale Joint Powers Authority Board, Reclamation Authority Board, Planning Commission, Parks and Recreation Commission, and Senior Citizens Commission.

III. DEFINITIONS

For the purpose of this policy, the following definitions apply:

A. Agency: Any Body subject to this policy, including the Mayor and Council, Successor Agency to the Irwindale Community Redevelopment Agency Board, Housing Authority Board, Irwindale Joint Powers Authority Board, Reclamation Authority Board, and all committees, commissions, and boards created by the Council. If the City creates additional boards, committee, commissions or other bodies whose Members are subject to the Brown Act, this policy shall equally apply to these Agencies.

B. Appointed Officials: Members of all City Commissions, Boards, and Agencies, who are appointed and subject to the Brown Act.

C. Elected Official: Mayor and Council Members, whether or not they were elected by the people or appointed to fill a vacancy.

D. Employee: Any person deemed by the City to be a full or part-time employee, not including Elected Officials or Appointed Officials.

E. Local Travel: Travel requiring an Employee/Official to be present at a reimbursable event or activity that is located 35 miles or less from City Hall.

F. Member: Any Elected or Appointed Official, or Employee of the City.

G. Employee/Official: Any Elected or Appointed Official, or Employee of the City.

H. Out-of-State Travel: Travel requiring an Employee/Official to be present at a reimbursable event or activity that is located outside the State of California.

I. Out-of-Town Travel: Travel requiring the Employee/Official to be present at a reimbursable event or activity that is located more than 35 miles from City Hall.

J. Maximum Daily Allowance: The daily maximum dollar amount that may be reimbursed for meals and incidental expenses. The amount shall be equal to the prevailing federal Meals and Incidental Expense rates as published on the United States General Services Administration (USGSA) website.

IV. FLAT MONTHLY REIMBURSEMENT (MAYOR & COUNCIL MEMBERS ONLY)

A. Flat Reimbursement for Local Expenses

The Mayor and City Council Members shall receive a flat monthly reimbursement of one hundred dollars ($100.00). This shall constitute full reimbursement for all City-related expenses incurred within the boundaries of the City, including but not limited to vehicle maintenance and mileage for personal automobile used for events in the City, local telephone calls and faxes using personal phone lines, meals, incidental expenses, etc. All such local expenses shall be the responsibility of the elected official who incurred the cost and shall not be paid by the City or submitted to the City for reimbursement, even if City-related expenses incurred within the City exceed the amount allowed under this paragraph. (Authority: Irwindale City Charter section 604; Irwindale Municipal Code section 2.04.031.)

B. Flat Reimbursement for Cell Phones

In addition to the reimbursement described above, the Mayor and City Council Members shall receive a flat monthly reimbursement of ninety dollars ($90.00) to defray the cost of maintaining a cell phone, wireless card, PDA or similar communication device to make and receive City-related phone calls or e-mails. The Mayor and City Council Members are expected to be readily accessible by their cell phones in case the City Manager needs to reach him or her. The billing address for cell phones maintained by the Mayor and City Council Members shall not be City Hall. All such local expenses shall be the responsibility of the elected official who incurred the cost and shall not be paid by the City or submitted to the City for reimbursement, even if City-related cell phone expenses exceed the amount allowed under this paragraph. (Authority: Irwindale City Charter section 604; Irwindale Municipal Code section 2.04.031.)

V. AUTHORIZATION FOR REIMBURSABLE EVENTS AND ACTIVITIES

A. General Policy

It is the policy of the City that no Employee/Official shall sustain personal monetary loss as a result of duties performed in the service of the City, as provided in this Reimbursement Policy. However, all expenditures and requests for reimbursement shall logically relate to the conduct of City business and shall be "necessary" to accomplish the purposes of such business and shall be "reasonable" in amount. Employees/Officials are expected to exercise good judgment and show proper regard for economy when incurring expenses in connection with official City business.

All expenses related to Employee/Official travel must be included in the budget. Departments are required to forecast such travel costs and incorporate those costs into their budget proposals. Travel and training will only be approved if there are sufficient funds in the departmental budget.

The most economical mode and class of transportation reasonably consistent with scheduling needs must be used.

The City Council of the City of Irwindale shall have authority to make the final decision regarding compliance with this policy for Appointed and Elected officials. The City Manager shall have authority to make the final decision regarding compliance with this policy for Employees.

B. Types of Reimbursable Activities

The types of events and activities that typically qualify an Employee/Official to receive reimbursement are included below. If there is an event or activity for which an Employee/Official wishes reimbursement, and it is not described below, the Employee/Official should have the matter approved in advance by the City Council:

1. Meetings with government and business leaders.
2. Conferences, training, and educational trips, including visiting other governments and government officials.
3. Lobbying trips.
4. Communicating with regional, state and national government officials to advocate policy positions adopted by the City.
5. Attending seminars and workshops intended to improve the Employee/Official's skill and informational level
6. Participating or attending events organized by regional, state or national organizations or governmental entities where the City has a direct interest.

7. Attending events within the City where the event is sponsored by an officially recognized City organization, association or club, where the official is an invited guest.

C. Types of Non-Reimbursable Activities

Any questions regarding the propriety of a particular expense should be resolved by the approving authority before the expense is incurred.

Examples of expenses the City will not reimburse include, but are not limited to:

1. The personal portion of any trip;
2. Political or charitable contributions or events;
3. Family expenses, including partner's and/or children's expenses incurred when accompanying Official/Employee on City-related business;
4. Entertainment expenses, including alcohol, sightseeing, theater, movies (in-room or theater), sporting events (including golf, gym, and massage expenses) or other cultural events;
5. Non-mileage personal automobile expenses including repairs, traffic citations, insurance; and
6. Personal medical expenses or losses incurred while on City business.

VI. SPECIFIC REIMBURSABLE EXPENSES & PROTOCOL

A. The following protocols shall apply when incurring certain expenses while performing City-related business:

1. Authorization for Travel. Prior to committing the expenditure of City funds for travel, the Employee must obtain the approval of his or her department head, as well as the City Manager or designee on the approved travel request form. The duration of the meeting may be considered (with approval from the City Manager) in determining whether overnight lodging will be permitted. Generally, meetings/conferences within 35 miles of the City will not require overnight lodging.

The request shall include an estimate of all expenses. A copy of the conference or meeting notice and agenda and registration form(s) are to be attached. Any special arrangements such as side trips or extra days for personal business should be included in the request.

All out-of-state travel, for either Officials or Employees, shall require City Council approval. Such approval shall be given on the City Council's (or relevant legislative body) Consent Calendar.

2. Air Travel. When traveling by air, travel should be by commercial airline in coach or tourist class accommodations. Reservations should be made far enough in advance to take advantage of available discounts. Increased fees related to late booking may be disallowed without a sound business reason. Employees/Officials may pay to upgrade their airline accommodations at their own expense .

3. Private Automobile for Out-of-Town Travel. Employees/Officials will be reimbursed actual mileage for the use of their private cars in travel to and from designated place(s) on City business outside the City. The Employee/Official will be reimbursed at the standard mileage rate established in IRS guidelines.

4. Private Automobile for Local Travel. Provided an Employee is not issued a vehicle at City expense, Employee will be reimbursed actual mileage for the use of their private car for local travel (within 35 miles of City Hall) while conducting City business. If the Employee receives a fixed monthly automobile allowance, they will be reimbursed for the mileage beyond 35 miles. All travel will be reimbursed at the standard mileage rate established in IRS guidelines.

5. Garage and Parking Expenses. Expenses for necessary parking and storage of private vehicles may be authorized. Receipts or other evidence must be provided to obtain reimbursement.

6. Vehicle Rentals, Taxi, and Transit Fare. Out-of-town expenses for such transportation may be authorized where reasonable and necessary to conduct City business. Receipts or other evidence must be provided to obtain reimbursement. When vehicle rental is chosen over taxi or shuttle service, there should be a business reason or economic benefit to the City to support the rental decision, and such business reason or economic benefit shall be identified on the travel authorization to be approved in advance. A cost estimate for any vehicle rental shall also be included with the travel authorization. Attempts should be made to acquire the lowest rate through competitive shopping and advance reservations.

7. Lodging. Lodging expenses will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay. Whenever possible, Employees/Officials are encouraged to use lower cost lodging in order to minimize the cost to the City, unless doing so will be inefficient and/or uneconomical. Local lodging, defined as less than 35 miles from City Hall, will generally not be reimbursed.

(a) Conferences. If such lodging is in connection with a conference, Employees/Officials are expected to utilize the conference lodging at the group rate published by the conference sponsor. If other

lodging accommodations are used, the City shall pay/reimburse only up to the amount of the conference group rate.

If a conference starts by 9:00 a.m., the attendee may be allowed to begin the trip one day earlier, with costs for the extra day paid by the City, upon approval of the City Manager.

(b) Other Lodging. Employees/Officials must request government rates, when available. A listing of hotels offering rates in different areas is available through the State of California's "Lodging Guide Program." Lodging rates that are equal to or less than comparable government rates are presumed to be reasonable and reimbursable for the purposes of this policy.

8. Meals and Incidentals. Reasonable and customary expenses for meals are authorized for Employees/Officials as required to conduct official City duties. Employees/Officials traveling on City business shall be entitled to reimbursement of expenses incurred for necessary meals not to exceed breakfast, lunch, and dinner in any one day. Detailed receipts, listing the items purchased, are required for all reimbursable expenses.

Employees/Officials shall be reimbursed for meals and incidental expenses at a maximum rate as allowed under the annually-published USGSA rate table by location. (see *Attachment A hereto for the USGSA rates for select destinations in California for Fiscal Year 2016).* The Maximum Daily Allowance shall be reduced as described below for less than full days. If a full meal is provided as part of the meeting, conference, event, or training session, appropriate deductions must be made from the meal allowance.

Reimbursement for meals not incurred as part of out-of-town or overnight travel are limited to activities outside normal duties, such as business-related meetings held before or after regular working hours (including working lunches where this is the only time available).

Meal reimbursements are not allowed as part of routine daily work assignments or training within City limits, unless part of the registration cost, or the meal is served on site as part of the program to keep all participants together and not have them disperse for meals.

Meals incurred during training held outside City limits are only allowable when the training (including travel time) spans the normal meal period. For example, if training is held outside the City limited from 9:00 a.m. to 10:30 a.m. at a location that is an hour away from the City Hall, meal costs for lunch would not be reimbursable. However, if the training is held from 9:00 a.m. to 3:00 p.m., the meal would be reimbursable.

The amount to be reimbursed for meal costs in these circumstances is subject to the City's meal cost guidelines for overnight travel. *(See Attachment B for the breakdown of the Maximum Daily Allowance for each meal)*

In order to determine the amount of the Maximum Daily Allowance for less than full days of out-of-town travel, the following shall be used to determine the partial day allowance for meals:

Departure:

(a) After 8 a.m. – Deduct breakfast
(b) After 1 p.m. – Deduct breakfast and lunch
(c) After 7 p.m. – No meal allowance

Return:

(a) After 8 a.m. – Claim breakfast
(b) After 1 p.m. – Claim breakfast and lunch
(c) After 7 p.m. – Claim full meal allowance

9. Reimbursement of Travel Expenses. Employees/Officials shall submit expense reports within a reasonable time after incurring the expense, not to exceed 30 days, and the reports shall be accompanied by the receipts documenting each expense. All Expense Reports shall be submitted to the City Manager for review and approval.

Documentation should include, if applicable:

(a) All meal receipts
(b) Hotel receipt
(c) Conference brochure
(d) Meeting agenda
(e) Trip or meeting purpose
(f) Taxi, shuttle, airfare, parking receipts

10. Tips and Gratuities. Reasonable expenses for tips and gratuities (not to exceed 18%) are allowable for meals, hotel, and transportation purposes.

11. Registration Fees. Conference/meeting registration fees qualify for reimbursement. The City will pre-pay conference registrations prior to the date of the event. In cases where early registration is not possible, a receipt or registration form illustrating the fee amount must be provided with the reimbursement request. In all cases, a brochure or registration document must accompany the payment voucher.

Registration fees will be paid directly to the conference organization for the expenses indicated on the published information attached to the approved travel

request. Any deadlines for receipt of the registration fee should be prominently noted on the face of the request to assure timely payment. Advance registration discounts are to be taken advantage of where possible.

12. Telephone, Internet Access, and Fax. Telephone, internet access and fax expenses may be incurred only for the conduct of City business.

13. No Shows/Late Cancellation. If an Employee/Official is unable to attend a planned trip, including a conference or general business meeting, it is the Employee/Official's responsibility to provide early notice in order to obtain all refunds possible.

14. Public Trip/Meeting Report. Upon return from a reimbursable event, an Elected Official shall provide a brief report on meetings attended at the next meeting of the City Council (or relevant legislative body). It is anticipated that routine meetings may be addressed in writing on the consent calendar of the agenda.

15. Miscellaneous. All items of expense otherwise unclassified shall be considered in this category. Examples of such expenses which may be authorized are duplicating expenses and the cost of publications of value to the City. Other expenses as necessary when traveling on City business may be allowed and should be included within this classification when requesting reimbursement.

VII. EXCEPTIONS

There shall be no exceptions to this policy. To the extent this policy conflicts with any other policy or procedure previously approved by the City, this policy shall prevail. Otherwise, this policy is intended to supplement and be read in conjunction with other policies and rules in existence at the time this policy is adopted.

VIII. RECORDKEEPING

A. All expenses submitted for reimbursement shall be sufficiently described as to the nature of the expense.

B. Receipts must be provided for each individual expense. If a reimbursable expense is incurred for which no receipt is given or where the receipt is lost or stolen, the Employee/Official requesting reimbursement must provide other evidence, such as a verified statement with description of the expense. Expense reimbursements should be itemized and presented to the Finance Director on a form approved by the City Manager.

C. All expenditures are public records subject to disclosure under the Public Records Act.

IX. VIOLATIONS OF THIS POLICY AND ENFORCEMENT AUTHORITY

A. **Violations.** Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following:

1. Loss of reimbursement privileges;
2. A demand for restitution to the City;
3. The City reporting the expenses as income to county, state and/or federal authorities'
4. Prosecution for misuse of public resources;
5. Disciplinary action, up to and including termination, where applicable, dependent on upon the severity and frequency.

B. **Enforcement Authority.** It shall be the duty and responsibility of the City Council to enforce the provisions of this policy with regards to Elected and Appointed Officials. It shall be the duty and responsibility of the City Manager to enforce the provisions of this policy with regards to Employees.

C. **Compliance with the Laws.** Elected and Appointed Officials and Employees should recognize that some expenditures may be subject to reporting under the Political Reform Act and/or other laws or may be prohibited altogether. All City expenditures are public records subject to disclosure under the Public Records Act.

ATTACHMENT "A"

United States General Services Administration Per Diem Rates for California Cities for Fiscal Year 2016	
Primary Destination	**M & IE***
Bakersfield	$ 59
Barstow / Ontario / Victorville	$ 54
Fresno	$ 64
Los Angeles	$ 64
Modesto	$ 51
Monterey	$ 74
Oakland	$ 69
Palm Springs	$ 64
Sacramento	$ 64
San Diego	$ 64
San Francisco	$ 74
San Luis Obispo	$ 64
San Mateo / Foster City / Belmont	$ 69
Santa Barbara	$ 74
Santa Cruz	$ 59
Santa Monica	$ 64
Stockton	$ 64
*M & IE (Miscellaneous & Incidental Expenses)	

Other per diem rates can be found at the United States General Services Administration website (www.gsa.gov)

ATTACHMENT "B"

United States General Services Administration Meals and Incidental Expenses Breakdown for Fiscal Year 2016

Total	Breakfast	Lunch	Dinner	IE
$51	$11	$12	$23	$5
$54	$12	$13	$24	$5
$59	$13	$15	$26	$5
$64	$15	$16	$28	$5
$69	$16	$17	$31	$5
$74	$17	$18	$34	$5

USGSA Meals and Incidental Expenses Breakdowns for other years can be found at the USGSA website (www.gsa.gov).

ATTACHMENT "C"

Sample Credit Card Receipts

NOT ACCEPTABLE
(credit card total only)

Customer Copy

Casa Moreno
MEXICAN RESTAURANT BAR & GRILL
223 N. Citrus Ave
Covina, CA 91723
(626) 339-9496

Date/Time:(
Order Number:18
EDC Tran ID:0023
Server:Martha R
Table:4

Card Number:**********
Card Type:Visa
Cardholder Name:
Approval Code:040509
Reference Number:0023

Subtotal:	$20.88
Tax:	$1.88
Gratuity (if added):	$0.00

TOTAL: $11.38

Tip: 3

Grand Total: 14.38

ACCEPTABLE
(Includes order detail)

STONEFIRE GRILL

F-0092 TABLE # 28
ANDREA F SvrCk: 14
DINE IN
Takeout Left (#4)

1 Petite South/Border	6.99
1 Beverage Special	1.69
Sub Total:	8.68
Tax:	0.78
09/06 12:32 TOTAL:	9.46

All tips are divided amongst all
non-supervisory team members!
We thank you!!
473 N. Rosemead Blvd
Pasadena, CA 91107
www.stonefiregrill.com

YOUR # IS>>>: 28

	AMT-TEND	TIP/CHNG	TALLY
VISA	11.46	2.00	9.46
			9.46

(Rec:67) Memo:
9.46
09/06/13 12:32

ANDREA F

General Instructions for Completing the City of Irwindale Travel Authorization Form, and the City of Irwindale Travel Expense and Reconciliation to Travel Advance Report

The **Travel Authorization ("TA")** and the **Travel Expense and Reconciliation to Travel Advance Report ("Travel Expense Report")** are to assist in insuring that travel by City Employees and Officials is conducted in accordance with the City of Irwindale Expense Reimbursement Policy.

The following charts and tables provide an overview of the City's travel procedures, instructions for completing the TA and Travel Expense Report forms, and completed samples.

OVERVIEW OF TRAVEL PROCEDURES
Step 1 – Travel Authorization

Who	What
Traveler	• Consult with Department Head on the need for travel. • Plan itinerary, transportation, and lodging. • Complete Travel Authorization (TA) form and Supporting Detail form and attach all supporting documents.
Department Head	• Review TA for conformance with City travel guidelines and department priorities. • Verify that adequate funding exists in the appropriate travel budget to cover all costs. • Approve TA and forward to the City Manager for approval.
City Manager	• Review TA and approve or disapprove and return to the Department Head
Department Head	• If approved make travel arrangements. • Make copy for your records and forward the TA and all supporting documents to Finance Department for processing not later than the Monday before the Thursday when the check is to be issued.
Finance	• Issue travel advance check to Employee/Official and issue check(s) to third party vendor, if any requested. • Have traveler sign Agreement with City of Irwindale to Complete the Traveler Expense and Reconciliation to Travel Advance prior to releasing the travel advance to traveler. • File TA in Employee's/Official's vendor file and copy in the Finance travel folder.
Traveler	• It is the traveler's responsibility to pick up their travel advance from the Finance Department on Thursday after 5 p.m., when the processing of the demand warrant register is normally expected to have been completed.

Step 2 – Travel Expense Reporting

Who	What
Traveler	• Complete and submit Travel Expense Report accounting for all expenses to the Department Head. Attach all required receipts. • Sign report attesting to its accuracy. • Attached a check or money order if a balance is due to the City. • Forward to Department Head
Department Head	• Review expense report for conformance with City Expense Reimbursement policy. • Verify accuracy of balances and disposition. • Approve Travel Expense report and forward to the City Manager within 30 days of when the expenses were incurred.
City Manager	• Review Travel Expense report for conformance with City Expense Reimbursement policy. • Approve Travel Expense report. • Forward to Finance Department for processing.
Finance	• Review Travel Expense report for accuracy and conformance with City travel guidelines. • Process any payment due to the Employee/Official if requested. • File Travel Expense report in Employee's/Official's vendor file and a copy in travel folder.

COMPLETING THE TRAVEL AUTHORIZATION FORM

The TA form summarizes the total cost of attending conferences, meetings, and seminars and provides documentation for travel advances, vendor payments, and credit card purchases. The TA form is the mechanism by which travel expenses are to be submitted for review and approval. Completing the form itself is largely self-explanatory, and a completed sample is provided for your information.

The TA form is organized into five major sections:

1. **General Information.** Identifies who is going, where the meeting or conference will be held, how long the Employee/Official will be gone, how much it will cost, and the account number in which funds for the travel have been budgeted and are available.

2. **Purpose.** Describes the reason for the trip.

3. **Cost and Payment Summary.** Outlines the estimated cost of the trip by expense type (registration, transportation, lodging, meals, mileage; spaces are provided to add categories not pre-listed), vendors to whom payment will be made (including travel advances to the Employee/Official), method of payment (voucher, purchase order, credit card), and amount. A summary is then provided of the payments to be made to the Employee/Official, vendors, or by credit card. The back of the TA form should be

completed and appropriate vouches, purchase orders or credit card charges should be attached to the TA when it is submitted to Finance for processing.

4. **Itinerary.** Summarizes when and where the Employee/Official will be traveling.

5. **Approvals.** Provides a signature box for the Employee/Official, the department head, and the City Manager.

COMPLETING THE TRAVEL EXPENSE REPORT

The Travel Expense Report is for reporting actual expenses incurred upon completion of travel and reconciling the total expense amount to any travel advance issued to the Employee/ Official. The Travel Expense Report is organized into five major sections:

1. **General Information.** Identifies who has gone, where the meeting or conference was held, how long the Employee/Official was gone.

2. **Actual Expense Detail.** Itemizes actual expenses by type for each day of travel (space is provided for dates, expense categories, and additional unlisted expense categories).

3. **Mileage Detail-Personal Vehicle.** Summarizes miles traveled if you were authorized to use a personal vehicle for the travel.

4. **Reimbursable Travel Expense Summary.** Totals expenses for the travel and reconciles them with any travel advance received, resulting in either a balance due to the Employee/Official or due to the City.

5. **Approvals.** Provides a signature box for the Employee/Official, the department head and the City Manager. After all signatures are acquired the Travel Expense and Reconciliation to Travel Advance Report are to be forwarded to Finance to be processed.

Sample Reports

Travel Authorization

Supporting Detail to Cost Summary of Travel Authorization

Travel Expense and Reconciliation to Travel Authorization

CITY OF IRWINDALE
TRAVEL AUTHORIZATION

This form should be completed in legible handwriting or typewritten.

Employee	Department	Position

Destination	No. of Days	Account No.	$Amount

PURPOSE

COST SUMMARY

Description	Vendor	Payment Method	$Amount
Registration			
Air fare			
Lodging			
Meals			
Mileage-personal vehicle			
		TOTAL	

PAYMENT SUMMARY

Travel advance to Employee	$
Direct Vendor Payments	$
TOTAL	$

ITINERARY (Attach copy of itinerary)

Departure Date	Departure Time	Return Date	Return Time

Employee	Date	Department Head	Date
City Manager			Date

CITY OF IRWINDALE

SUPPORTING DETAIL TO COST SUMMARY OF TRAVEL AUTHORIZATION

Travel Advance Requested for Meals and Incidental Expenses

Date					Total Per Category
Breakfast					
Lunch					
Dinner					
Incidentals					
Total Per Day					

Mileage Reimbursement for Travel by Privately Owned Vehicle

Departure/Return Date	Destination	Trip Miles
	Total miles-personal vehicle	
	Reimbursement using current IRS mileage rate @ .540 cents per mile	

Public Transportation

Other Expenses

Insert Summary dollar amounts and data on to the Cost Summary section on the Travel Authorization Form.

CITY OF IRWINDALE
TRAVEL EXPENSE AND RECONCILIATION TO TRAVEL ADVANCE REPORT

This form should be completed in legible handwriting or typewritten.

Employee	Department	Position

Purpose/Destination	Date of Travel

REIMBURSABLE EXPENSE DETAIL

Description	Date						$Total
Registration							
Air fare							
Lodging							
Breakfast							
Lunch							
Dinner							
Other - water							
Incidentals							
Parking							
* Included in registration	Receipts for each expensed item must be attached					TOTAL	

MILEAGE DETAIL-PERSONAL VEHICLE

Departure/Return Date	Destination	Trip Miles
	Total miles-personal vehicle	
	Reimbursement using current IRS mileage rate @ .540 cents per mile	$

	REIMBURSABLE TRAVEL EXPENSE SUMMARY	
By signing this expense report, the employee certifies that the amounts listed were incurred in conformance with the City's travel guidelines and that no part is claimed for reimbursement of a personal nature.	Total Travel Expense	
	- Total Paid to Vendor	
	- Cash Advance to Council/Employee	
	( ) Amount due employee ( ) Amount due City	

Employee	Date	Department Head	Date

City Manager	Date

COUNCIL AGENDA
ITEM 2B

JUL 13 2016

AGENDA REPORT

Date: July 13, 2016

To: Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: **Request to Reschedule City Council Meeting for August 10, 2016**

City Manager's Recommendation:

That the City Council reschedule its meeting of August 10, 2016. If Council concurs with staff's recommendation, the appropriate motion would be:

"I move that the City Council reschedule its Wednesday, August 10, 2016 meeting to (***select one date – Monday, August 8 OR Thursday, August 11, 2016***) and that the appropriate notices be posted to inform the public of the change in meeting dates."

Background:

Councilmember Manuel Ortiz recently informed staff that he will not be able to attend the Wednesday, August 10, 2016 City Council meeting due to a conflict in his schedule. As a result of this conflict, Mr. Ortiz is requesting that the City Council consider rescheduling the Council meeting of August 10th to one of the following dates:

- **Monday, August 8, 2016**
- **Thursday, August 11, 2016**

It should be noted that the start time for the City Council meeting would remain the same and that City Attorney Galante is available on either of the dates outlined above.

Fiscal Impact:

There is no fiscal impact in approving this motion.

Fiscal Impact: _____ (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Prepared By/Contact Person: John Davidson, City Manager
Phone: (626) 430-2217

John Davidson, City Manager

COUNCIL AGENDA
ITEM 2C

JUL 13 2016

IRWINDALE

Memorandum

To: Honorable Mayor and Councilmembers

CC: John Davidson, City Manager
Fred Galante, City Attorney

From: Laura Nieto, Deputy City Clerk

Date: July 7, 2016

Re: City Council Agenda Item 2C - Amendment to Agreement for Sale of Real Property Referred to as the 12 Acre Triangle Property

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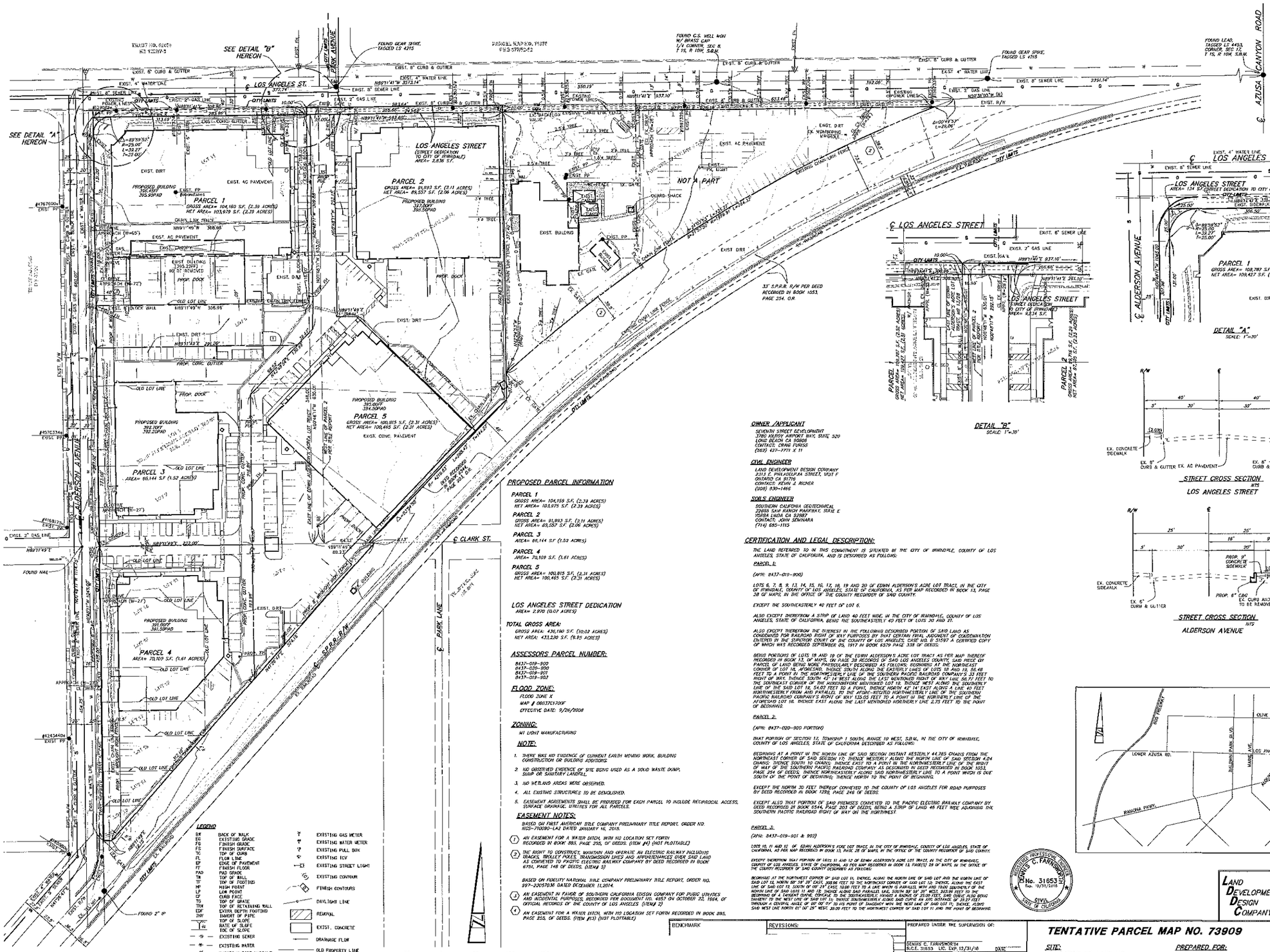
Please be advised that City Council Agenda Item 2C – Amendment to Agreement for Sale of Real Property Referred to as the 12 Acre Triangle Property, scheduled for consideration at the July 13, 2016 meeting will be delivered under separate cover.

You may contact me at ext. 202 if you have any questions. I apologize for any inconvenience this may have caused.

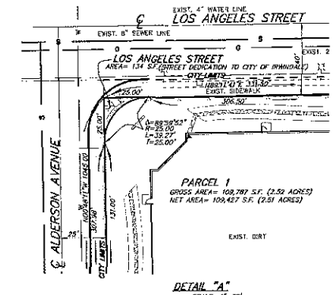
Laura Nieto

Laura Nieto

TENTATIVE PARCEL MAP NO. 73909



DETAIL "B"
SCALE: 1"=20'



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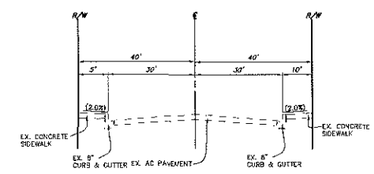
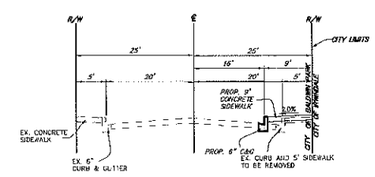
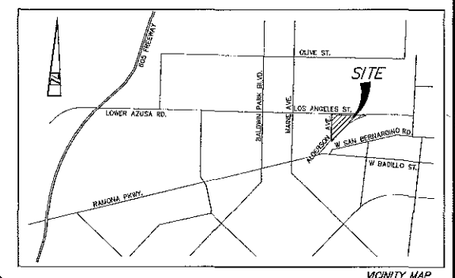
SCALE: 1"=20'



STREET CROSS SECTION
NTS
LOS ANGELES STREET



STREET CROSS SECTION
NTS
ALDERSON AVENUE



VICINITY MAP
NTS

OWNER /APPLICANT
SEVENTH STREET DEVELOPMENT
3780 KILROY AIRPORT WAY, SUITE 520
LONG BEACH CA 90806
CONTACT: CHAIG FURISS
(562) 427-7771 X 11

CIVIL ENGINEER
LAND DEVELOPMENT DESIGN COMPANY
2313 E. PHILADELPHIA STREET, UNIT F
ONTARIO CA 91761
CONTACT: KEVIN J. RICHER
(909) 930-1466

SOILS ENGINEER
SOUTHERN CALIFORNIA GEOTECHNICAL
22855 SAN RANCH PARKWAY, SUITE E
YORBA LINDA CA 92887
CONTACT: JOHN SEMINARA
(714) 685-1113

PROPOSED PARCEL INFORMATION

PARCEL 1
GROSS AREA= 104,159 S.F. (2.39 ACRES)
NET AREA= 103,979 S.F. (2.39 ACRES)

PARCEL 2
GROSS AREA= 91,993 S.F. (2.11 ACRES)
NET AREA= 89,557 S.F. (2.06 ACRES)

PARCEL 3
AREA= 66,144 S.F. (1.52 ACRES)

PARCEL 4
AREA= 70,109 S.F. (1.61 ACRES)

PARCEL 5
GROSS AREA= 100,815 S.F. (2.31 ACRES)
NET AREA= 100,615 S.F. (2.31 ACRES)

LOS ANGELES STREET DEDICATION
AREA= 2,970 (0.07 ACRES)

TOTAL GROSS AREA:
GROSS AREA: 436,190 S.F. (10.02 ACRES)
NET AREA: 433,220 S.F. (9.95 ACRES)

ASSESSORS PARCEL NUMBER:
8437-019-900
8437-020-900
8437-019-901
8437-019-902

FLOOD ZONE:
FLOOD ZONE X
MAP # 06037C1700F
EFFECTIVE DATE: 9/26/2008

ZONING:
M1 LIGHT MANUFACTURING

NOTE:

1. THERE WAS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
2. NO OBSERVED EVIDENCE OF SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
3. NO WETLAND AREAS WERE OBSERVED.
4. ALL EXISTING STRUCTURES TO BE DEMOLISHED.
5. EASEMENT AGREEMENTS SHALL BE PROVIDED FOR EACH PARCEL TO INCLUDE RECIPROCAL ACCESS, SURFACE DRAINAGE, UTILITIES FOR ALL PARCELS.

EASEMENT NOTES:

BASED ON FIRST AMERICAN TITLE COMPANY PRELIMINARY TITLE REPORT, ORDER NO. NCS-710090-LA2 DATED JANUARY 16, 2015.

(1) AN EASEMENT FOR A WATER DITCH, WITH NO LOCATION SET FORTH RECORDED IN BOOK 983, PAGE 255, OF DEEDS. (ITEM #4) (NOT PLOTTABLE)

(2) THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE AN ELECTRIC RAILWAY INCLUDING TRACKS, BRACKET POLES, TRANSMISSION LINES AND APPURTENANCES OVER SAID LAND AS CONVEYED TO PACIFIC ELECTRIC RAILWAY COMPANY BY DEED RECORDED IN BOOK 6751, PAGE 148 OF DEEDS. (ITEM 5)

BASED ON FIDELITY NATIONAL TITLE COMPANY PRELIMINARY TITLE REPORT, ORDER NO. 997-2067036 DATED DECEMBER 11,2014.

(3) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED PER DOCUMENT NO. 4057 ON OCTOBER 22, 1964, OF OFFICIAL RECORDS OF THE COUNTY OF LOS ANGELES. (ITEM 2)

(4) AN EASEMENT FOR A WATER DITCH, WITH NO LOCATION SET FORTH RECORDED IN BOOK 895, PAGE 255, OF DEEDS. (ITEM #13) (NOT PLOTTABLE)

CERTIFICATION AND LEGAL DESCRIPTION:

THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

(APN: 8437-019-900)

LOTS 6, 7, 8, 9, 13, 14, 15, 16, 17, 18, 19 AND 20 OF EDWIN ALDERSON'S ACRE LOT TRACT, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHEASTERLY 40 FEET OF LOT 6.

ALSO EXCEPT THEREFROM A STRIP OF LAND 40 FEET WIDE, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THE SOUTHEASTERLY 40 FEET OF LOTS 20 AND 21.

ALSO EXCEPT THEREFROM THE INTEREST IN THE FOLLOWING DESCRIBED PORTION OF SAID LAND AS CONDEMNED FOR RAILROAD RIGHT OF WAY PURPOSES BY THAT CERTAIN FINAL JUDGMENT OF CONDEMNATION ENTERED IN THE SUPERIOR COURT OF THE COUNTY OF LOS ANGELES, CASE NO. B 31597 A CERTIFIED COPY OF WHICH WAS RECORDED SEPTEMBER 05, 1917 IN BOOK 6579 PAGE 338 OF DEEDS:

BEING PORTIONS OF LOTS 18 AND 19 OF THE EDWIN ALDERSON'S ACRE LOT TRACT AS PER MAP THEREOF RECORDED IN BOOK 13, OF MAPS, ON PAGE 28 RECORDS OF SAID LOS ANGELES COUNTY; SAID PIECE OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 18, AFORESAID; THENCE SOUTH ALONG THE EASTERLY LINES OF LOTS 18 AND 19, 56.48 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY'S 33 FEET RIGHT OF WAY; THENCE SOUTH 43° 14' WEST ALONG THE LAST MENTIONED RIGHT OF WAY LINE, 56.77 FEET TO THE SOUTHEAST CORNER OF THE HEREINBEFORE MENTIONED LOT 18; THENCE WEST ALONG THE SOUTHERLY LINE OF THE SAID LOT 18, 54.03 FEET TO A POINT; THENCE NORTH 42° 14' EAST ALONG A LINE 45 FEET NORTHWESTERLY FROM AND PARALLEL TO THE AFORE-NOTED NORTHWESTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY 133.05 FEET TO A POINT IN THE NORTHERLY LINE OF THE AFORESAID LOT 18; THENCE EAST ALONG THE LAST MENTIONED NORTHERLY LINE 2.75 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

(APN: 8437-020-900 PORTION)

THAT PORTION OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 10 WEST, S.B.M., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION DISTANT WESTERLY 44.785 CHAINS FROM THE NORTHEAST CORNER OF SAID SECTION 12; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 4.24 CHAINS; THENCE SOUTH 10 CHAINS; THENCE EAST TO A POINT IN THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY AS DESCRIBED IN DEED RECORDED IN BOOK 1053, PAGE 254 OF DEEDS; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT WHICH IS DUE SOUTH OF THE POINT OF BEGINNING; THENCE NORTH TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES BY DEED RECORDED IN BOOK 1298, PAGE 246 OF DEEDS.

EXCEPT ALSO THAT PORTION OF SAID PREMISES CONVEYED TO THE PACIFIC ELECTRIC RAILWAY COMPANY BY DEED RECORDED IN BOOK 6544, PAGE 203 OF DEEDS, BEING A STRIP OF LAND 45 FEET WIDE ADJOINING THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY ON THE NORTHWEST.

PARCEL 3:

(APN: 8437-019-901 & 902)

LOTS 10, 11 AND 12 OF EDWIN ALDERSON'S ACRE LOT TRACT, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF LOTS 11 AND 12 OF EDWIN ALDERSON'S ACRE LOTS TRACTS, AS THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE(S) 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11, THENCE, ALONG THE NORTH LINE OF SAID LOT AND THE NORTH LINE OF SAID LOT 12, NORTH 88° 59' 39" EAST, 308.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE, ALONG THE EAST LINE OF SAID LOT 12, SOUTH 01° 00' 21" EAST, 10.00 FEET TO A LINE WHICH IS PARALLEL WITH AND TEN(10) FEET SOUTHERLY OF THE NORTH LINE OF SAID LOTS 11 AND 12; THENCE ALONG SAID PARALLEL LINE, SOUTH 88° 59' 39" WEST, 305.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, SAID CURVE ALSO BEING TANGENT TO THE WEST LINE OF SAID LOT 11; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 07" TO ITS POINT OF TANGENCY WITH THE WEST LINE OF SAID LOT 11; THENCE, ALONG SAID WEST LINE NORTH 01° 00' 21" WEST, 35.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11 AND THE POINT OF BEGINNING.

REGISTERED PROFESSIONAL ENGINEER
DENNIS C. FARNSWORTH
No. 31653
Exp. 12/31/16
CIVIL
STATE OF CALIFORNIA

BENCHMARK

REVISIONS:

PREPARED UNDER THE SUPERVISION OF:
DENNIS C. FARNSWORTH
R.C.E. 31653 LIC. EXP. 12/31/16 DATE

APPROVED BY:
DATE

EXHIBIT "D"

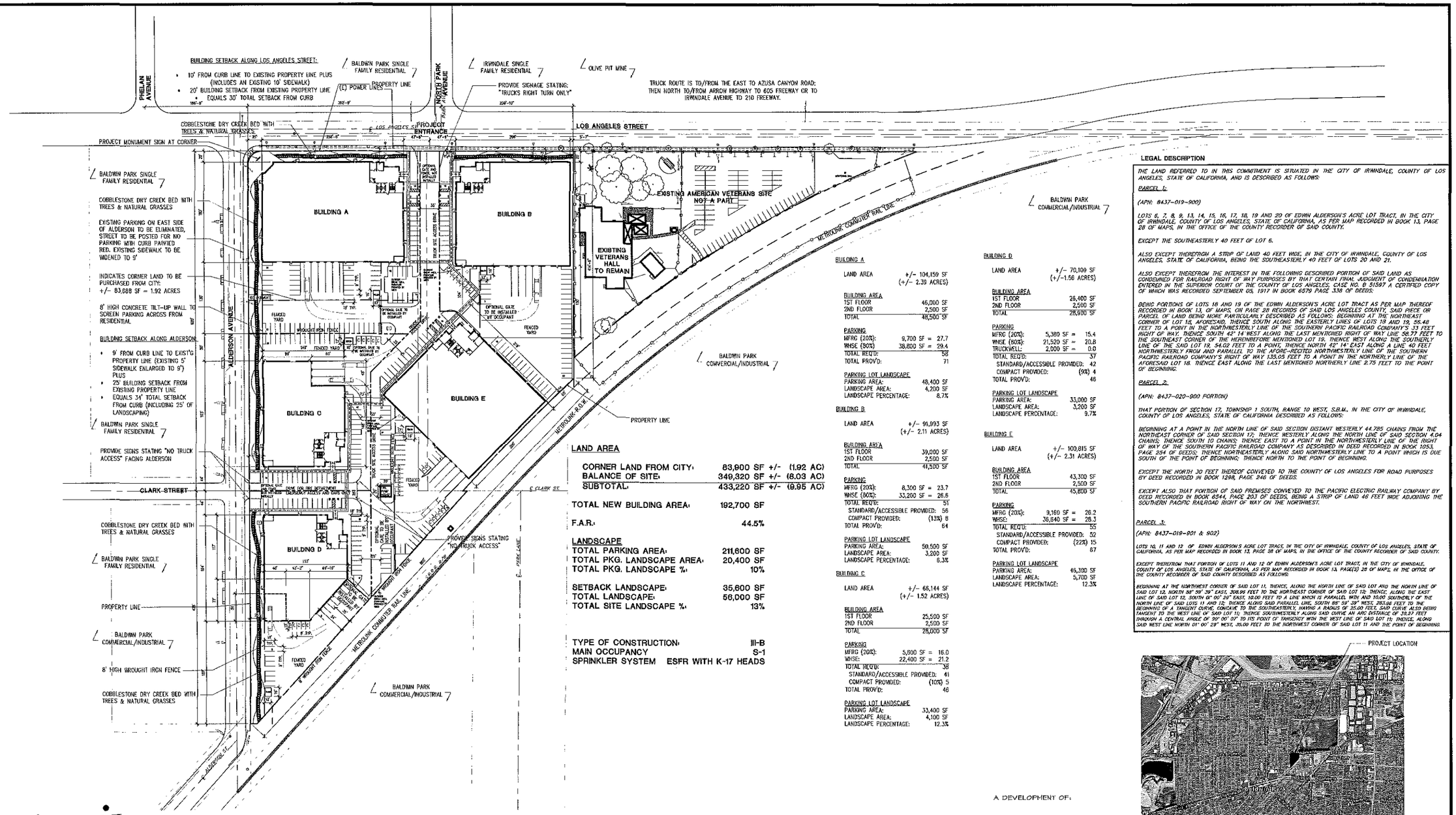
LAND DEVELOPMENT DESIGN COMPANY, LLC
2313 E. Philadelphia St., Ste. F
Ontario, CA 91761
(909) 930-1466
FAX (909) 930-1489
PLANNING
CIVIL
SURVEYING

TENTATIVE PARCEL MAP NO. 73909

SITE:
4324 ALDERSON AVE. & 14910 LOS ANGELES ST.
IRWINDALE, CA 91706

PREPARED FOR:
SEVENTH STREET DEVELOPMENT
3780 KILROY AIRPORT WAY, SUITE 520
LONG BEACH CA 90806

DATE: 3/7/16	JOB NO. 5363
DRAWN BY: VAP	SCALE 1"=50'
DESIGNED BY: DCF	SHEET 1
CHECKED BY: DCF	OF 1 SHEETS



LAND AREA

CORNER LAND FROM CITY:	83,900 SF +/-	(1.92 AC)
BALANCE OF SITE:	349,320 SF +/-	(8.03 AC)
SUBTOTAL:	433,220 SF +/-	(9.95 AC)
TOTAL NEW BUILDING AREA:	192,700 SF	
F.A.R.:	44.5%	

LANDSCAPE

TOTAL PARKING AREA:	211,600 SF	
TOTAL PKG. LANDSCAPE AREA:	20,400 SF	
TOTAL PKG. LANDSCAPE %:	10%	
SETBACK LANDSCAPE:	35,600 SF	
TOTAL LANDSCAPE:	56,000 SF	
TOTAL SITE LANDSCAPE %:	13%	
TYPE OF CONSTRUCTION:	III-B	
MAIN OCCUPANCY	S-1	
SPRINKLER SYSTEM	ESFR WITH K-17 HEADS	

BUILDING A

LAND AREA	+/- 104,159 SF (+/- 2.39 ACRES)	
BUILDING AREA		
1ST FLOOR	46,000 SF	
2ND FLOOR	2,500 SF	
TOTAL	48,500 SF	
PARKING		
MFRG (20%):	9,700 SF =	27.7
WHSE (80%):	38,800 SF =	29.4
TOTAL REQ'D:		58
TOTAL PROV'D:		71
PARKING LOT LANDSCAPE		
PARKING AREA:	48,400 SF	
LANDSCAPE AREA:	4,200 SF	
LANDSCAPE PERCENTAGE:	8.7%	

BUILDING B

LAND AREA	+/- 91,993 SF (+/- 2.11 ACRES)	
BUILDING AREA		
1ST FLOOR	39,000 SF	
2ND FLOOR	2,500 SF	
TOTAL	41,500 SF	
PARKING		
MFRG (20%):	8,300 SF =	23.7
WHSE (80%):	33,200 SF =	26.6
TOTAL REQ'D:		51
STANDARD/ACCESSIBLE PROVIDED:		56
COMPACT PROVIDED:		(13%) 8
TOTAL PROV'D:		64
PARKING LOT LANDSCAPE		
PARKING AREA:	50,500 SF	
LANDSCAPE AREA:	3,200 SF	
LANDSCAPE PERCENTAGE:	6.3%	

BUILDING C

LAND AREA	+/- 66,144 SF (+/- 1.52 ACRES)	
BUILDING AREA		
1ST FLOOR	25,500 SF	
2ND FLOOR	2,500 SF	
TOTAL	28,000 SF	
PARKING		
MFRG (20%):	5,600 SF =	16.0
WHSE:	22,400 SF =	21.2
TOTAL REQ'D:		38
STANDARD/ACCESSIBLE PROVIDED:		41
COMPACT PROVIDED:		(10%) 5
TOTAL PROV'D:		46
PARKING LOT LANDSCAPE		
PARKING AREA:	33,400 SF	
LANDSCAPE AREA:	4,100 SF	
LANDSCAPE PERCENTAGE:	12.3%	

BUILDING D

LAND AREA	+/- 70,109 SF (+/-1.66 ACRES)	
BUILDING AREA		
1ST FLOOR	26,400 SF	
2ND FLOOR	2,500 SF	
TOTAL	28,900 SF	
PARKING		
MFRG (20%):	5,380 SF =	15.4
WHSE (80%):	21,520 SF =	20.8
TRUCKWELL:	2,000 SF =	0.0
TOTAL REQ'D:		37
STANDARD/ACCESSIBLE PROVIDED:		42
COMPACT PROVIDED:		(9%) 4
TOTAL PROV'D:		46
PARKING LOT LANDSCAPE		
PARKING AREA:	33,000 SF	
LANDSCAPE AREA:	3,200 SF	
LANDSCAPE PERCENTAGE:	9.7%	

BUILDING E

LAND AREA	+/- 100,815 SF (+/- 2.31 ACRES)	
BUILDING AREA		
1ST FLOOR	43,300 SF	
2ND FLOOR	2,500 SF	
TOTAL	45,800 SF	
PARKING		
MFRG (20%):	9,160 SF =	26.2
WHSE:	36,640 SF =	28.3
TOTAL REQ'D:		55
STANDARD/ACCESSIBLE PROVIDED:		52
COMPACT PROVIDED:		(22%) 15
TOTAL PROV'D:		67
PARKING LOT LANDSCAPE		
PARKING AREA:	45,300 SF	
LANDSCAPE AREA:	5,700 SF	
LANDSCAPE PERCENTAGE:	12.3%	

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

(APN: 8437-019-900)

LOTS 6, 7, 8, 9, 13, 14, 15, 16, 17, 18, 19 AND 20 OF EDWIN ALDERSON'S ACRE LOT TRACT, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHEASTERLY 40 FEET OF LOT 6.

ALSO EXCEPT THEREFROM A STRIP OF LAND 40 FEET WIDE, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THE SOUTHEASTERLY 40 FEET OF LOTS 20 AND 21.

ALSO EXCEPT THEREFROM THE INTEREST IN THE FOLLOWING DESCRIBED PORTION OF SAID LAND AS CONDEMNED FOR RAILROAD RIGHT OF WAY PURPOSES BY THAT CERTAIN FINAL JUDGMENT OF CONDEMNATION ENTERED IN THE SUPERIOR COURT OF THE COUNTY OF LOS ANGELES, CASE NO. B 51597 A CERTIFIED COPY OF WHICH WAS RECORDED SEPTEMBER 05, 1917 IN BOOK 6579 PAGE 338 OF DEEDS:

BEING PORTIONS OF LOTS 18 AND 19 OF THE EDWIN ALDERSON'S ACRE LOT TRACT AS PER MAP THEREOF RECORDED IN BOOK 13, OF MAPS, ON PAGE 28 RECORDS OF SAID LOS ANGELES COUNTY, SAID PIECE OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 18, AFORESAID, THENCE SOUTH ALONG THE EASTERLY LINES OF LOTS 18 AND 19, 56.48 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY'S 33 FEET RIGHT OF WAY. THENCE SOUTH 42° 14' WEST ALONG THE LAST MENTIONED RIGHT OF WAY LINE 58.77 FEET TO THE SOUTHEAST CORNER OF THE HEREINBEFORE MENTIONED LOT 18. THENCE WEST ALONG THE SOUTHERLY LINE OF THE SAID LOT 19, 54.02 FEET TO A POINT, THENCE NORTH 42° 14' EAST ALONG A LINE 40 FEET NORTHWESTERLY FROM AND PARALLEL TO THE AFORE-REGITED NORTHWESTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY 135.05 FEET TO A POINT IN THE NORTHERLY LINE OF THE AFORESAID LOT 18. THENCE EAST ALONG THE LAST MENTIONED NORTHERLY LINE 2.75 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

(APN: 8437-020-900 PORTION)

THAT PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 10 WEST, S.B.M., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION DISTANT WESTERLY 44.785 CHAINS FROM THE NORTHEAST CORNER OF SAID SECTION 17; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 4.04 CHAINS; THENCE SOUTH 10 CHAINS; THENCE EAST TO A POINT IN THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY AS DESCRIBED IN DEED RECORDED IN BOOK 1053, PAGE 294 OF DEEDS; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT WHICH IS DUE SOUTH OF THE POINT OF BEGINNING; THENCE NORTH TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES BY DEED RECORDED IN BOOK 1298, PAGE 246 OF DEEDS.

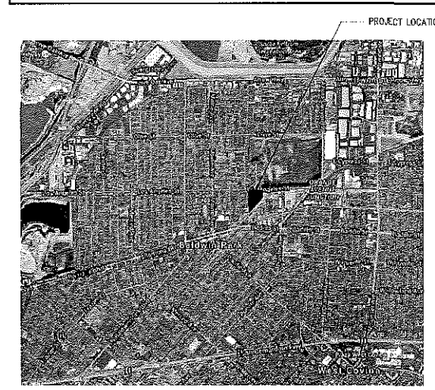
EXCEPT ALSO THAT PORTION OF SAID PREMISES CONVEYED TO THE PACIFIC ELECTRIC RAILWAY COMPANY BY DEED RECORDED IN BOOK 6544, PAGE 203 OF DEEDS, BEING A STRIP OF LAND 46 FEET WIDE ADJOINING THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY ON THE NORTHWEST.

PARCEL 3:

(APN: 8437-019-901 & 902)

LOTS 10, 11 AND 12 OF EDWIN ALDERSON'S ACRE LOT TRACT, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE(S) 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11, THENCE, ALONG THE NORTH LINE OF SAID LOT AND THE NORTH LINE OF SAID LOT 12, NORTH 88° 59' 39" EAST, 308.99 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE, ALONG THE EAST LINE OF SAID LOT 12, SOUTH 69° 00' 29" EAST, 10.00 FEET TO A LINE WHICH IS PARALLEL WITH AND 10.00 SOUTHERLY OF THE NORTH LINE OF SAID LOTS 11 AND 12; THENCE ALONG SAID PARALLEL LINE, SOUTH 88° 59' 39" WEST, 283.66 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, SAID CURVE ALSO BEING TANGENT TO THE WEST LINE OF SAID LOT 11; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 07" TO ITS POINT OF TANGENCY WITH THE WEST LINE OF SAID LOT 11; THENCE, ALONG SAID WEST LINE NORTH 01° 00' 29" WEST, 35.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11 AND THE POINT OF BEGINNING.



A DEVELOPMENT OF:

SEVENTH STREET DEVELOPMENT

ATI ARCHITECTS + ENGINEERS
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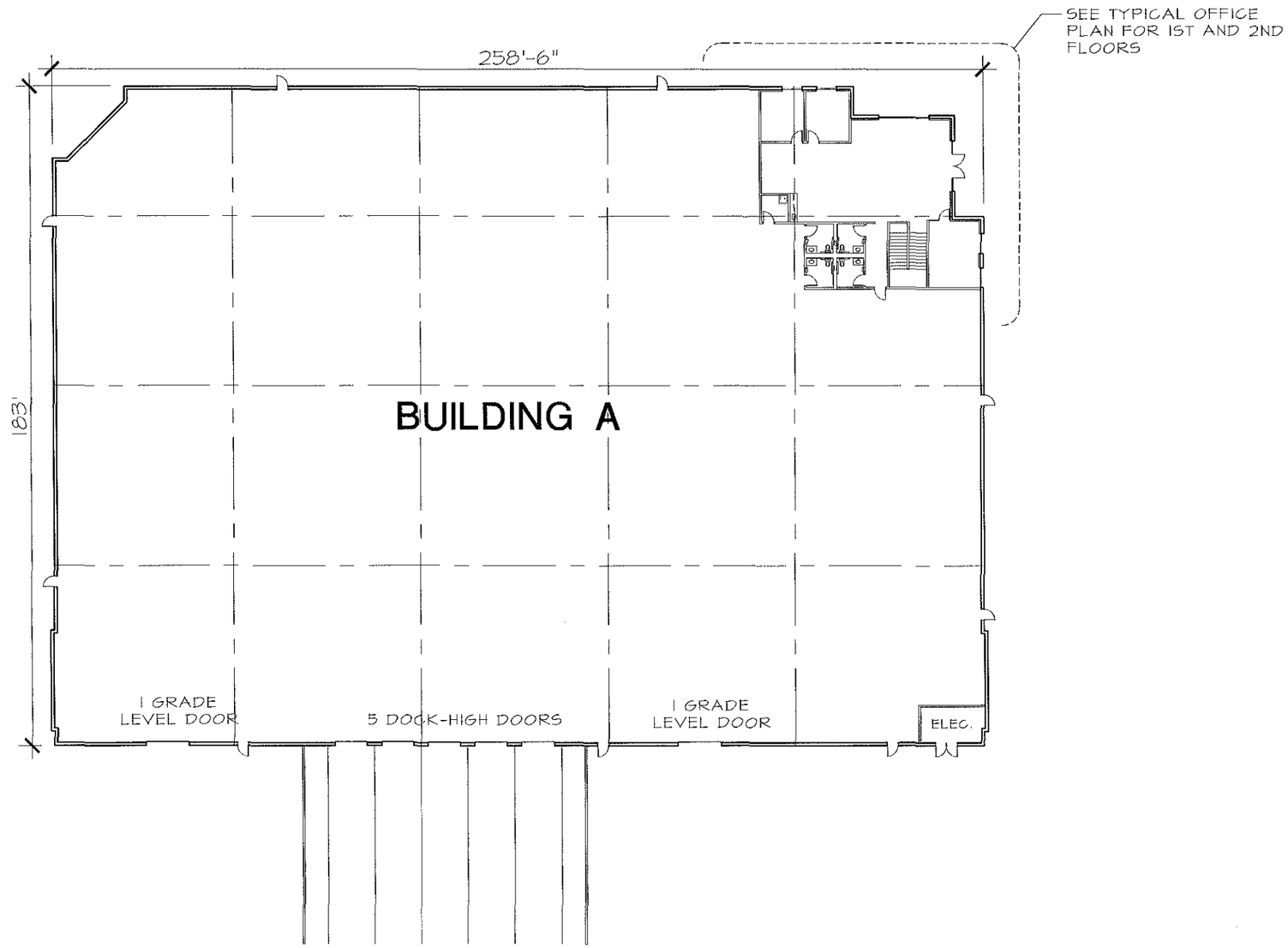
3850 Blackhawk Road Danville, CA 94506 T 925.648.8800
2510 Douglas Boulevard Roseville, CA 95661 T 916.772.1800
2050 Pullman Street Costa Mesa, CA 92626 T 714.338.1600

ALDERSON BUSINESS PARK
PROPOSED INDUSTRIAL/MANUFACTURING DEVELOPMENT

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

NORTH 0 80' 160'

3-10-2016



1 FIRST FLOOR PLAN

A DEVELOPMENT OF:

SEVENTH STREET DEVELOPMENT

NORTH

0 8' 16' 32'

ATI ARCHITECTS + ENGINEERS

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2519 Douglas Boulevard Roseville, CA 95661 T 916.772.1600

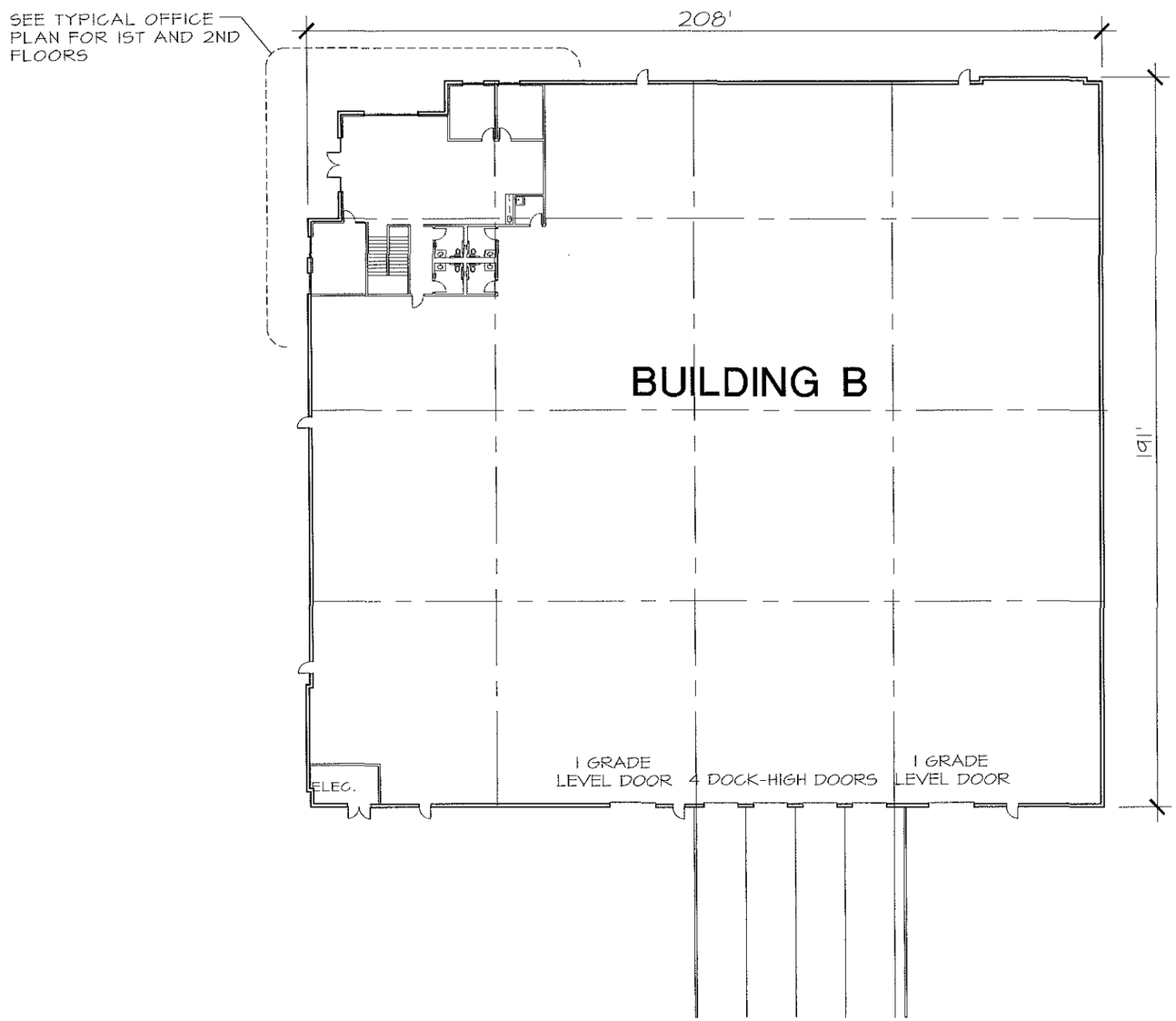
3250 Pullman Street Costa Mesa, CA 92626 T 714.338.1600

ALDERSON BUSINESS PARK
PROPOSED INDUSTRIAL/MANUFACTURING DEVELOPMENT

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

2-11-2016

T:\Projects\S\SB0400_Seventh_Street_Development\SB0401_Site_Planning\3_Dwgs_and_Specs\3.1_SD_Planning_Package\A-AFLR1.dwg 2-11-16 12:29:48 PM kyle



1 FIRST FLOOR PLAN

A DEVELOPMENT OF:

7th SEVENTH STREET DEVELOPMENT

NORTH

0 8' 16' 32'

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3860 Blackhawk Road
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T 925.648.8800
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Roseville, CA 95661
T 916.772.1903
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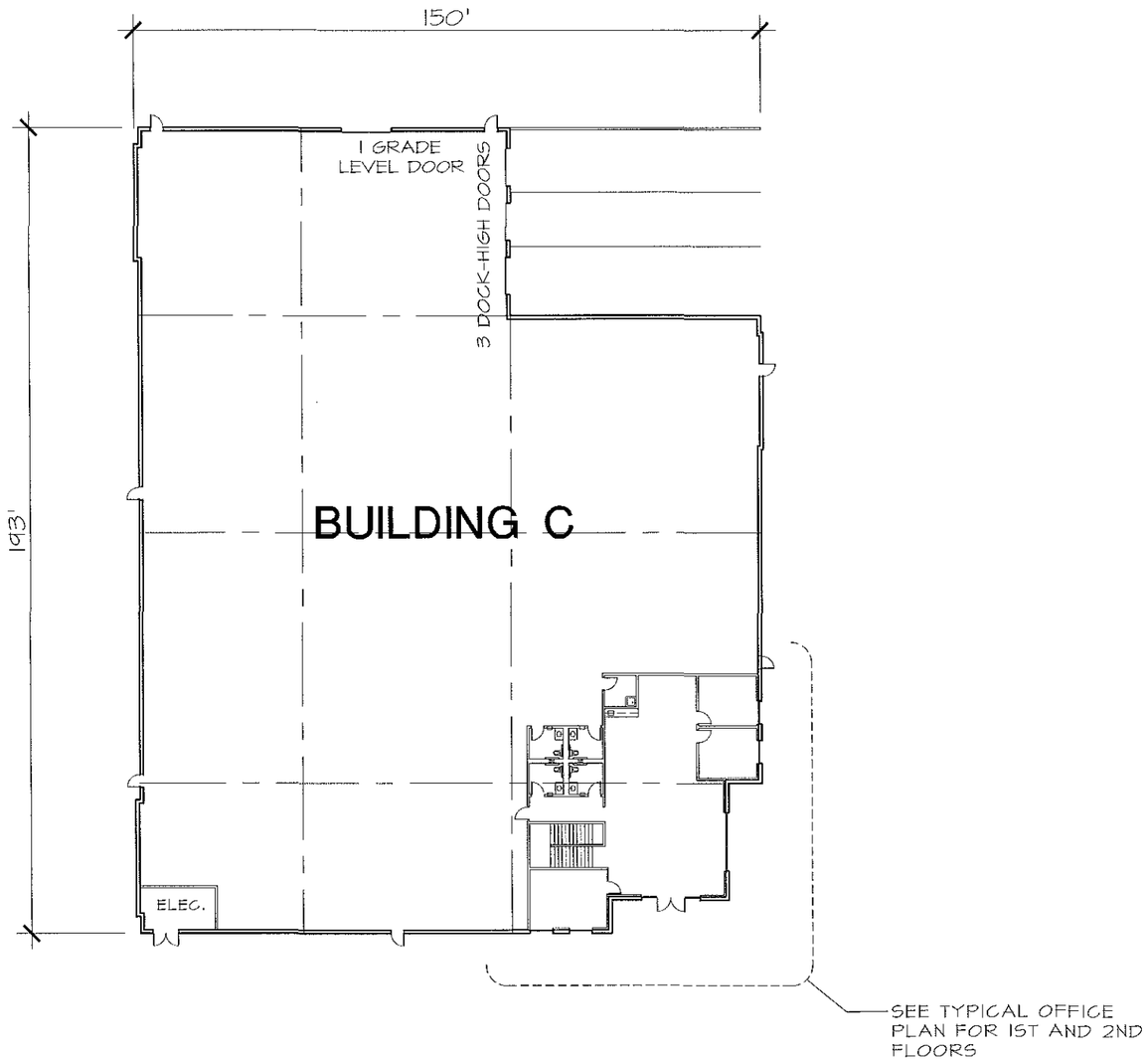
Costa Mesa, CA 92626
T 714.338.1500

ALDERSON BUSINESS PARK
PROPOSED INDUSTRIAL/MANUFACTURING DEVELOPMENT

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

2-11-2016



1 FIRST FLOOR PLAN

A DEVELOPMENT OF:

SEVENTH STREET DEVELOPMENT

NORTH

0 8' 16' 32'

ATI ARCHITECTS + ENGINEERS
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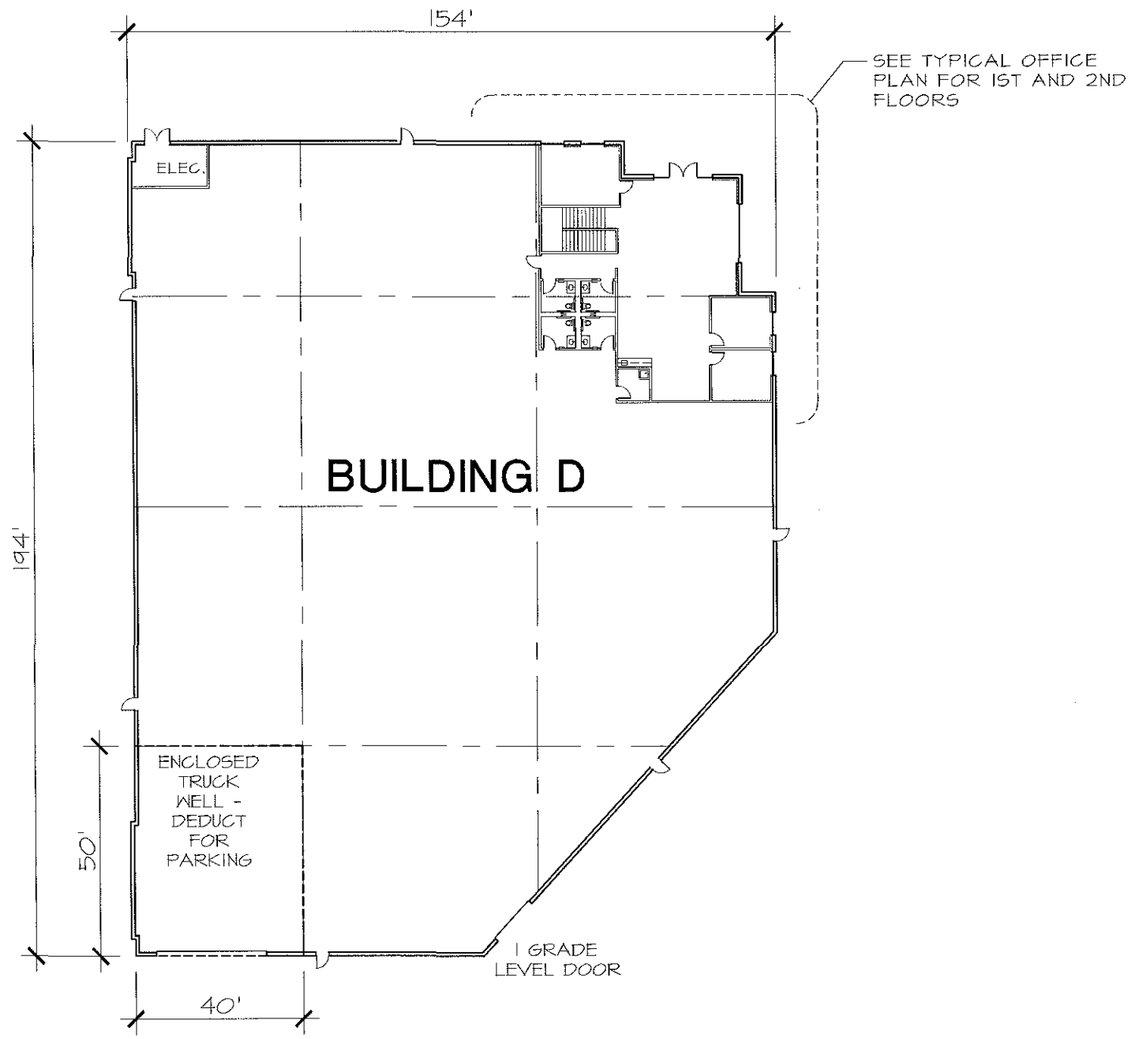
3960 Blackhawk Road Danville, CA 94506 T 925.648.8490
2610 Douglas Boulevard Roseville, CA 95661 T 916.772.1800
3050 Pullman Street Costa Mesa, CA 92626 T 714.335.1859

ALDERSON BUSINESS PARK
PROPOSED INDUSTRIAL/MANUFACTURING DEVELOPMENT

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

2-11-2016



1 FIRST FLOOR PLAN

A DEVELOPMENT OF:

SEVENTH STREET DEVELOPMENT

NORTH

0 8' 16' 32'

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2510 Douglas Boulevard Roseville, CA 95661 T 916.772.1600
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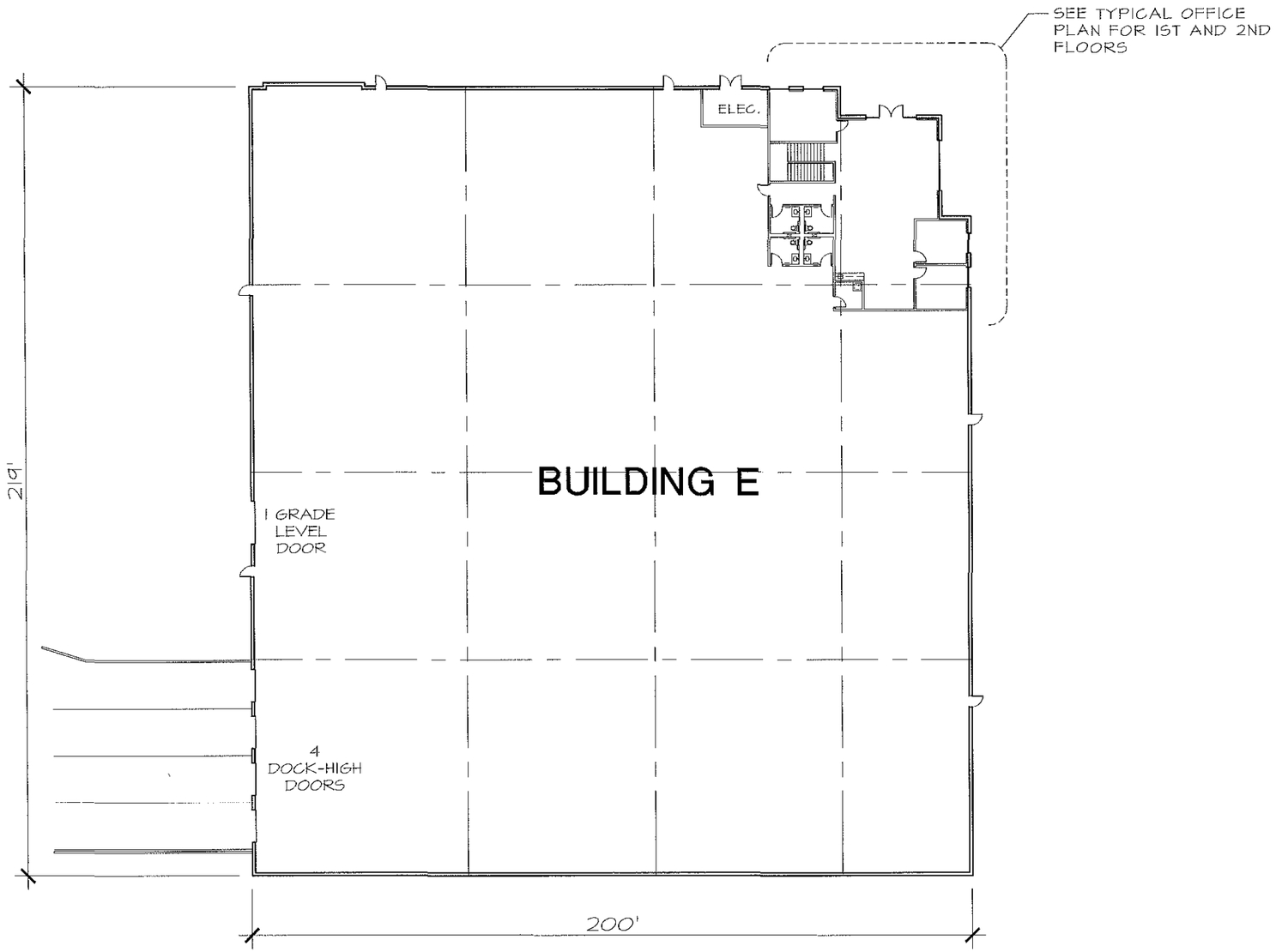
ALDERSON BUSINESS PARK
PROPOSED INDUSTRIAL/MANUFACTURING DEVELOPMENT

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

2-11-2016



1 FIRST FLOOR PLAN

A DEVELOPMENT OF:

SEVENTH STREET DEVELOPMENT

NORTH

0 8' 16' 32'

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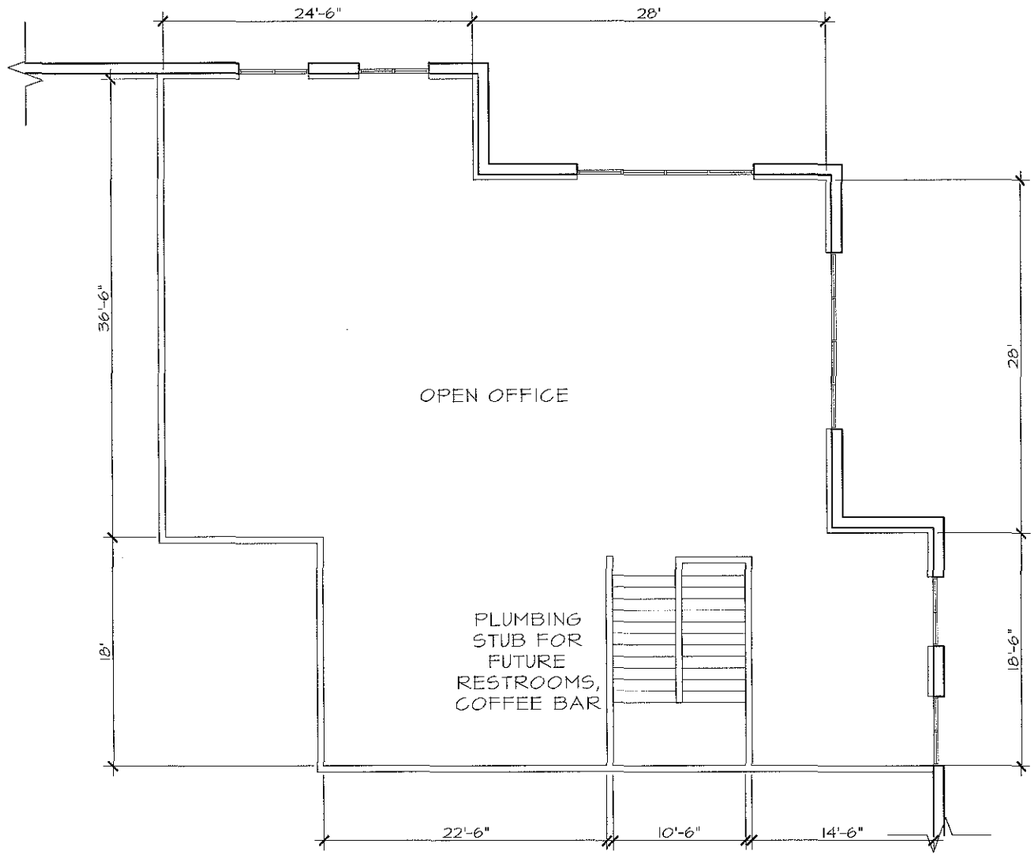
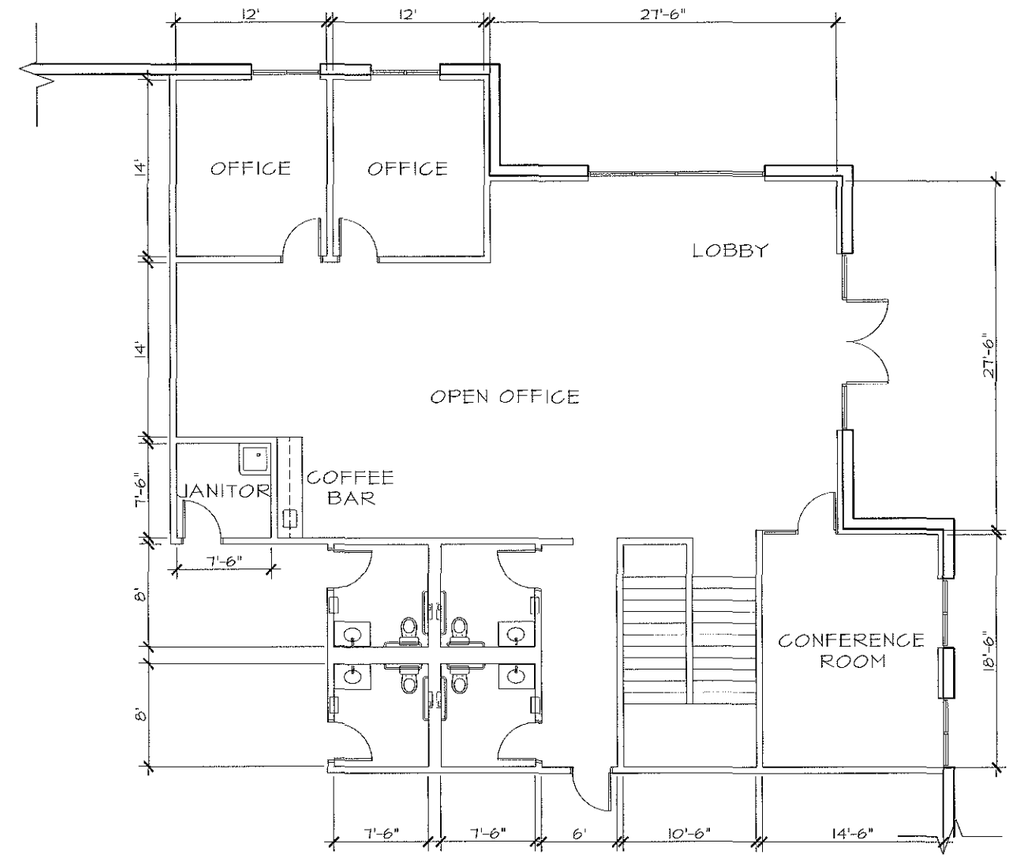
ALDERSON BUSINESS PARK
PROPOSED INDUSTRIAL/MANUFACTURING DEVELOPMENT

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

2-11-2016



2 TYPICAL 2ND FLOOR OFFICE



1 TYPICAL 1ST FLOOR OFFICE

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3660 Blackhawk Road
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2510 Douglas Boulevard
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T 916.772.1600
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Costa Mesa, CA 92626
T 714.338.1600

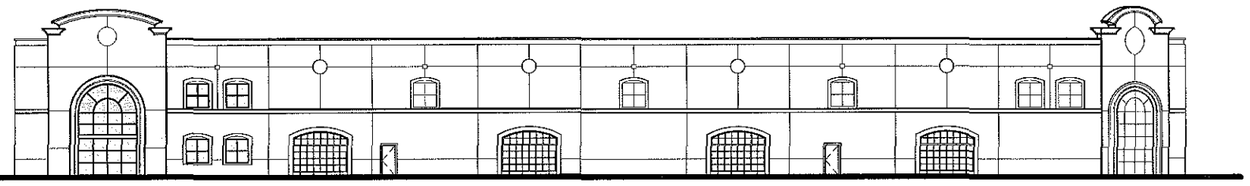
ALDERSON BUSINESS PARK
PROPOSED INDUSTRIAL/MANUFACTURING DEVELOPMENT

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

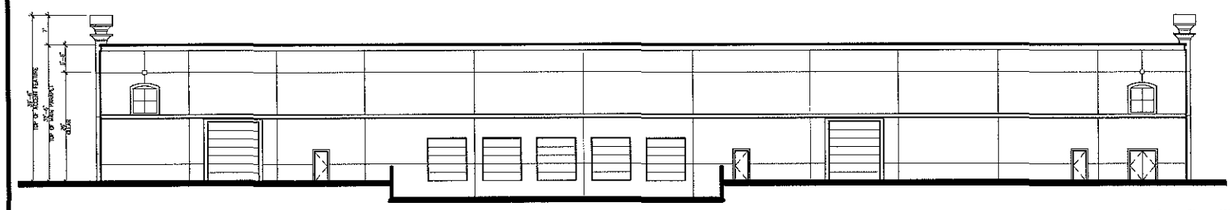
A DEVELOPMENT OF:

7th SEVENTH STREET DEVELOPMENT

2-11-2016



1 NORTH ELEVATION
BLDG. A



2 SOUTH ELEVATION
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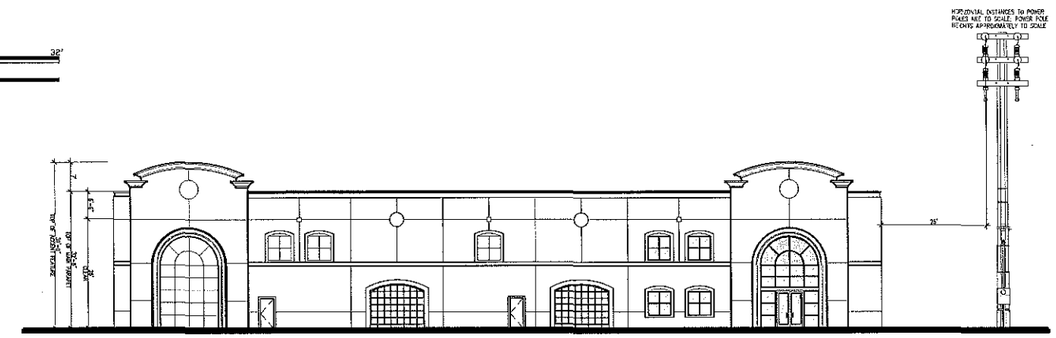
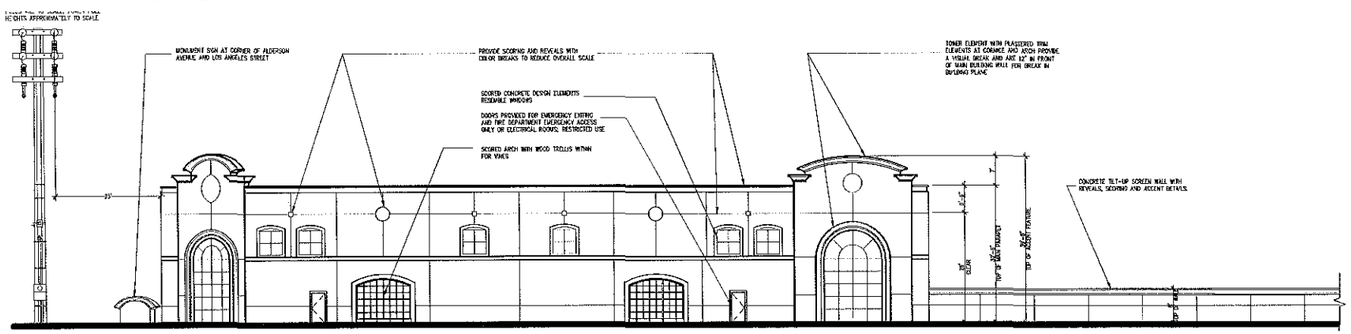


4 EAST ELEVATION
BLDG. A



3 WEST ELEVATION
BLDG. A

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2510 Douglas Boulevard Roseville, CA 95661 T 916.772.1800
3050 Fullerton Street Costa Mesa, CA 92626 T 714.338.3600

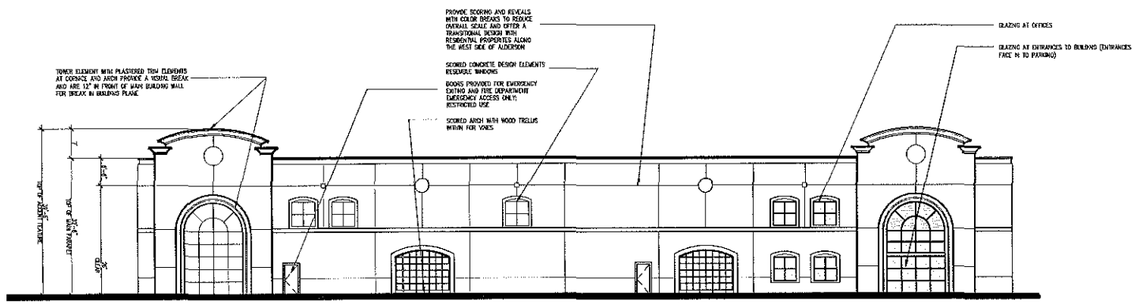
ALDERSON BUSINESS PARK
PROPOSED INDUSTRIAL/MANUFACTURING DEVELOPMENT

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

A DEVELOPMENT OF:

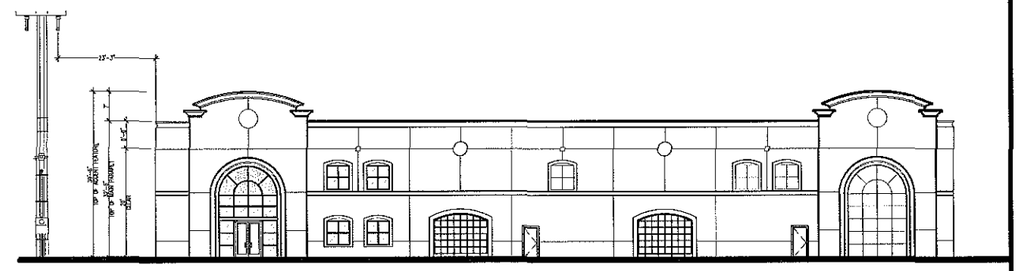
SEVENTH STREET DEVELOPMENT

2-11-2016



0 8' 16' 32'

1 NORTH ELEVATION
BLDG. B



0 8' 16' 32'

2 WEST ELEVATION
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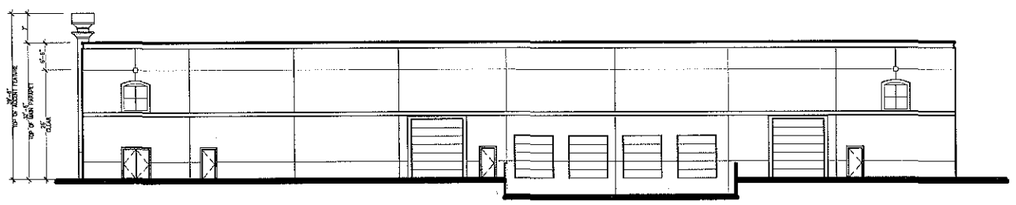

0 8' 16' 32'

3 SOUTH ELEVATION
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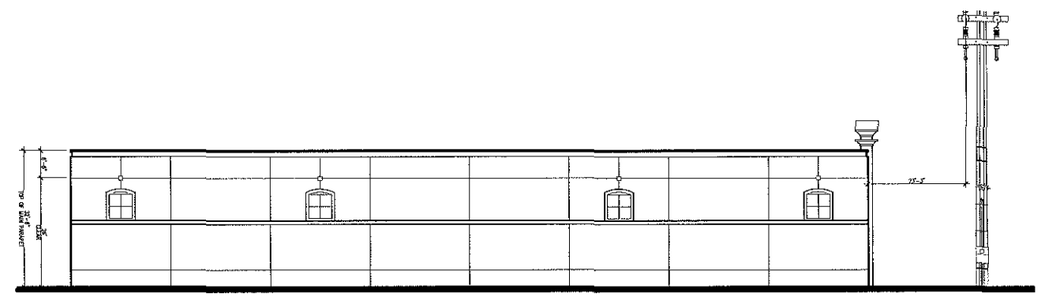

0 8' 16' 32'

4 EAST ELEVATION
BLDG. B

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A DEVELOPMENT OF:

7th SEVENTH STREET DEVELOPMENT

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

2-11-2016

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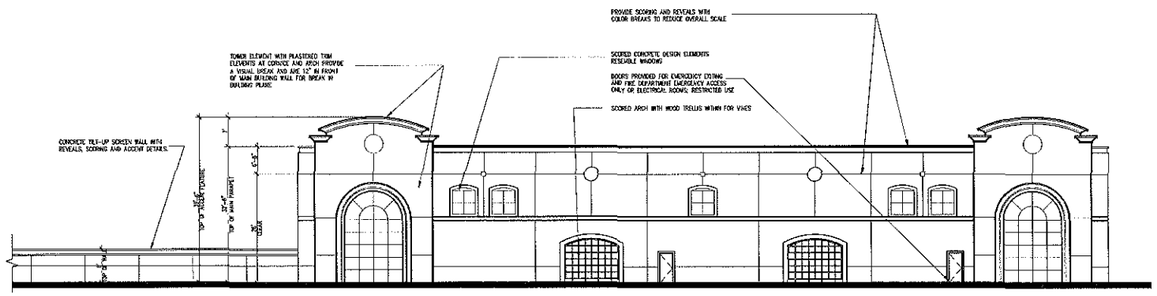

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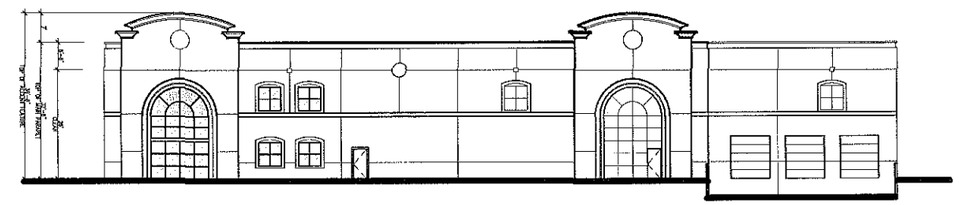

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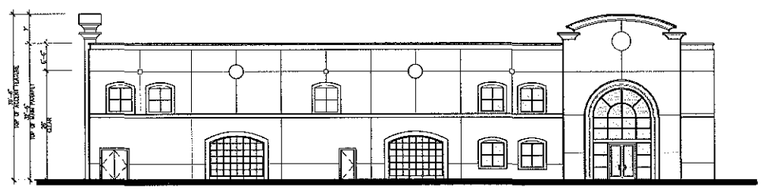

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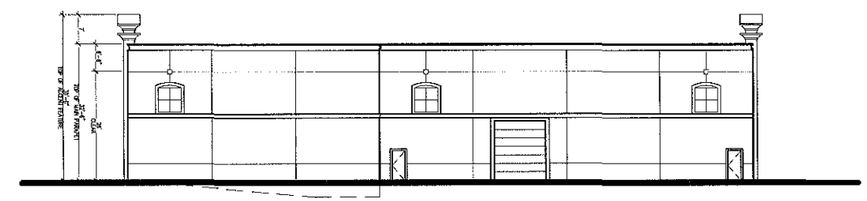

4 NORTH ELEVATION
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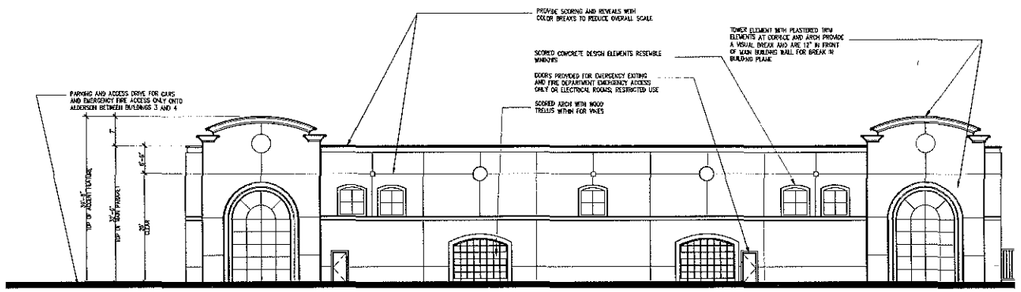

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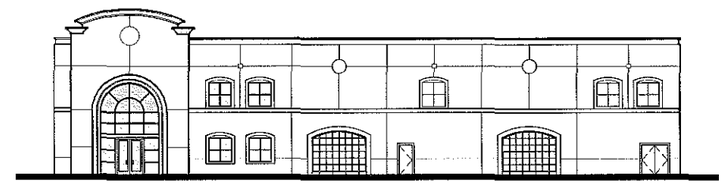

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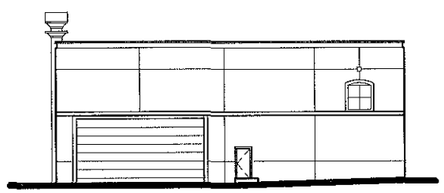

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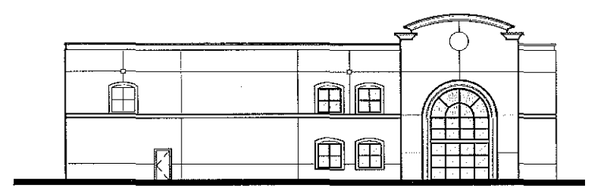

4 EAST ELEVATION
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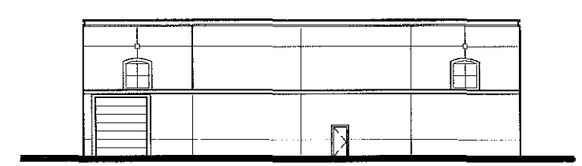

5 SOUTH-EAST ELEVATION
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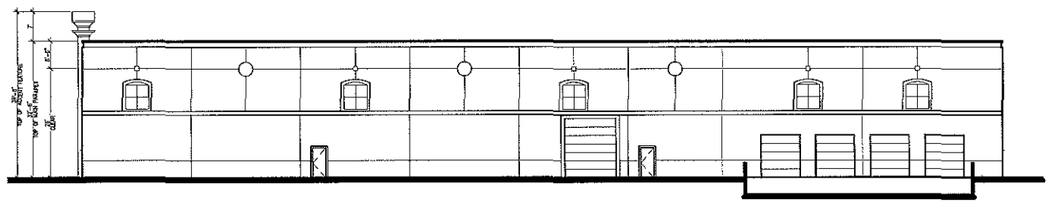

1 SOUTH WEST ELEVATION
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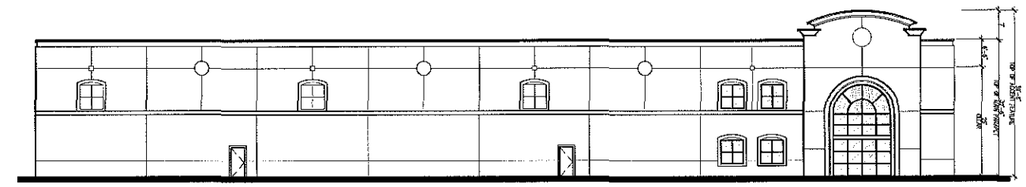
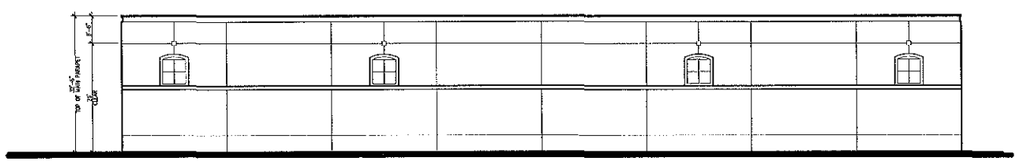
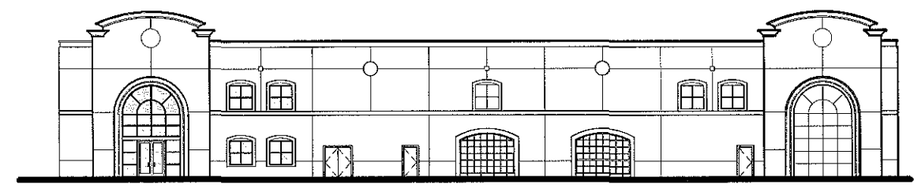


2 NORTH EAST ELEVATION
BLDG. E



3 SOUTH EAST ELEVATION
BLDG. E



4 NORTH WEST ELEVATION
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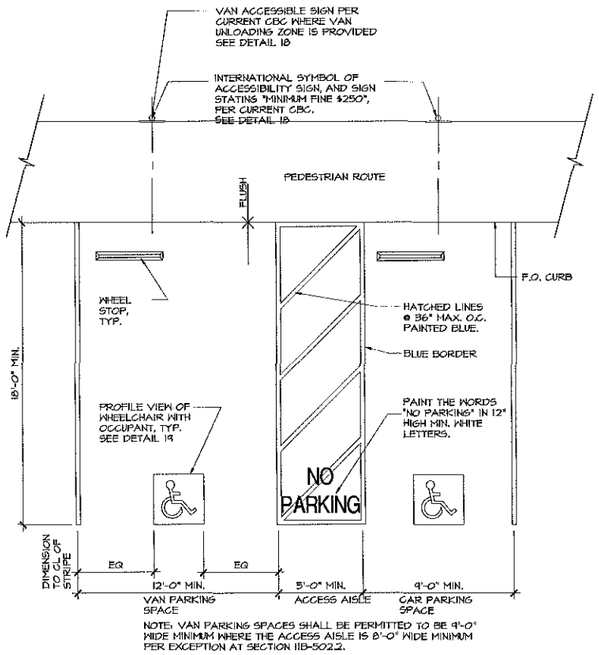


NOTE: VAN PARKING SPACES SHALL BE PERMITTED TO BE 9'-0" WIDE MINIMUM WHERE THE ACCESS AISLE IS 8'-0" WIDE MINIMUM PER EXCEPTION AT SECTION 11B-502.2.

NOTES:

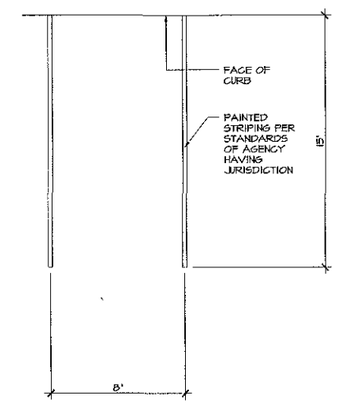
NUMBER OF ACCESSIBLE PARKING SPACES REQUIRED

TOTAL NUMBER OF SPACES IN LOT OR GARAGE	MINIMUM REQUIRED NUMBER OF SPACES
1-25	1
26-50	2
51-75	3
76-100	4
101-150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1,000	2 PERCENT OF TOTAL
1,001 AND OVER	20, PLUS 1 FOR EACH 100, OR FRACTION OVER 1,000

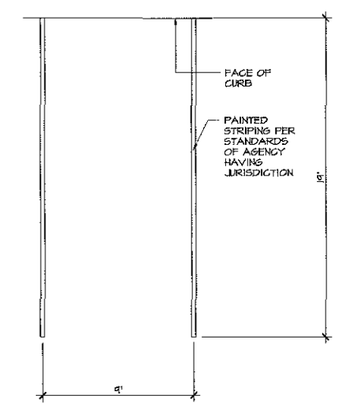
SURFACE SLOPES OF ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL BE THE MINIMUM POSSIBLE AND SHALL NOT EXCEED ONE UNIT VERTICAL IN 48 UNITS HORIZONTAL (2.08% SLOPE) IN ANY DIRECTION.

PROVIDE MINIMUM VERITICAL CLEARANCE OF 98 INCHES AT ACCESSIBLE PARKING SPACES AND ALONG AT LEAST ONE VEHICLE ACCESS ROUTE TO SUCH SPACES FROM SITE ENTRANCES AND EXITS.

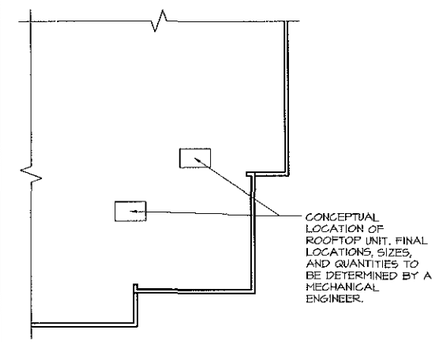
ACCESSIBLE PARKING REQUIREMENTS — SCALE: 1/4"=1'-0" DPRSCALE: 40



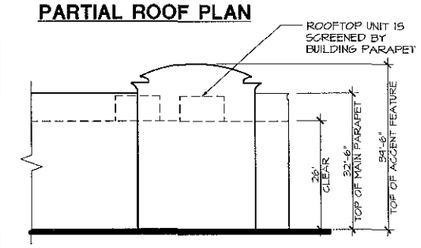
COMPACT PARKING STALL — SCALE: 1/4"=1'-0" DPRSCALE: 40



STANDARD PARKING STALL — SCALE: 1/4"=1'-0" DPRSCALE: 40



PARTIAL ROOF PLAN



ROOF SCREENING DIAGRAM

STANDARD PARKING STALL — SCALE: 1/4"=1'-0" DPRSCALE: 48

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2-11-2016

LOS ANGELES ST.

ALDERSON AVE.

EXISTING SIDEWALK
BUILDING SETBACK

NEW TREE WITHIN EXISTING TREEWELL

PROJECT ENTRANCE
ENHANCED CONCRETE PAVING

NEW TREE WITHIN EXISTING TREEWELL

DATE PALMS

PROJECT MONUMENT SIGN PER ARCHITECT

INFILTRATION BASIN WITH COBBLES, ROCKS AND BOULDERS TO VIEW AS A DRY CREEK BED WITH TREES AND NATURAL GRASS

ENTRY DATE PALMS

ENTRY DATE PALMS

ENHANCED CONCRETE PAVING AT BUILDING ENTRY

INFILTRATION BASIN WITH COBBLES, ROCKS AND BOULDERS TO VIEW AS A DRY CREEK BED WITH TREES AND NATURAL GRASS

SEE ENLARGED BLOW UP AND SECTION AA FOR DRY CREEK LAYOUT AND DETAIL PLANTING

ENHANCED CONCRETE PAVING AT BUILDING ENTRY

INFILTRATION BASIN WITH GRASSES SUCH AS DEER GRASS AND OTHER GRASSES

NATURAL GRAY CONCRETE WALK

OPTIONAL GATE AND FENCE, NOT INSTALLED INITIALLY

ACCENT ENTRY/ BUILDING TREE

BUILDING A

BUILDING B

NATURAL GRAY CONCRETE WALK

ACCENT ENTRY/ BUILDING TREE

3/4" ROCK MULCH

LIMIT OF WORK

INFILTRATION BASIN WITH COBBLES, ROCKS AND BOULDERS TO VIEW AS A DRY CREEK BED WITH TREES AND NATURAL GRASS

BUILDING SETBACK

SIDEWALK (EXISTING 5' WALK EXPANDED TO 9')

8' HIGH CONCRETE WALL PER ARCHITECT

CONCRETE PAD WITH PICNIC TABLE FOR EMPLOYEE BREAK AREA

NATURAL GRAY CONCRETE

CONCRETE PAD WITH PICNIC TABLE FOR EMPLOYEE BREAK AREA

BUILDING HEDGE

INFORMAL HEDGE BY WALL

PARKWAY GROUND COVER

INFILTRATION BASIN WITH GRASSES SUCH AS DEER GRASS AND OTHER GRASSES

OPTIONAL GATE BY OCCUPANT

UTILITY WITH SCREEN HEDGE

SCREEN HEDGE AT TRASH ENCLOSURE, TYPICAL

OPTIONAL GATE BY OCCUPANT

WROUGHT IRON FENCE PER ARCHITECT

PROPERTY LINE

WROUGHT IRON FENCE PER ARCHITECT

10' HIGH CONCRETE WALL PER ARCHITECT

OPTIONAL GATE BY OCCUPANT

ENHANCED CONCRETE PAVING AT BUILDING ENTRY

NATURAL GRAY CONCRETE WALK

8' HIGH CONCRETE WALL PER ARCHITECT

INFILTRATION BASIN WITH COBBLES, ROCKS AND BOULDERS TO VIEW AS A DRY CREEK BED WITH TREES AND NATURAL GRASS

PROPERTY LINE

CONCRETE PAD WITH PICNIC TABLE FOR EMPLOYEE BREAK AREA

BUILDING E

BUILDING C

CONCRETE PAD WITH PICNIC TABLE FOR EMPLOYEE BREAK AREA

LIMIT OF WORK

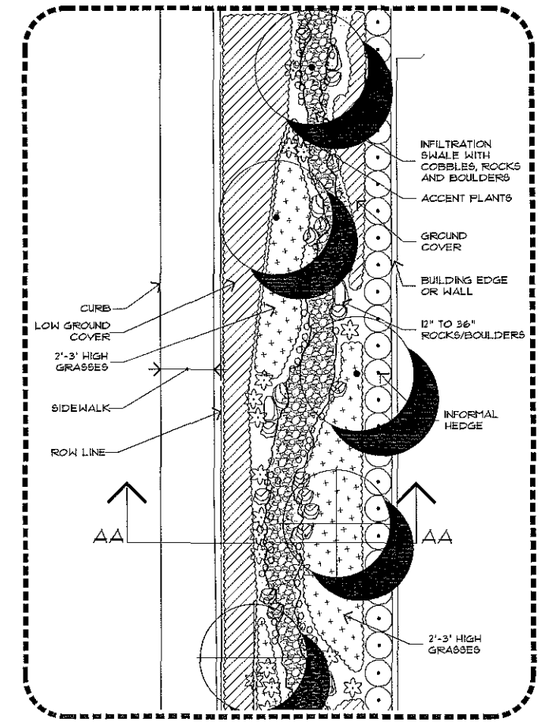
WROUGHT IRON FENCE PER ARCHITECT

PROPERTY LINE

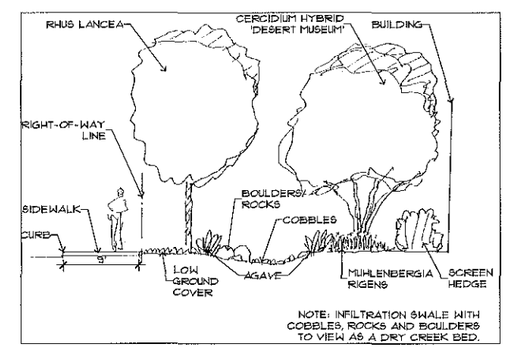
3/4" ROCK MULCH

MATCHLINE SEE SHEET L-2

SEE SHEET L-2 FOR PLANTING LEGEND



BLOW UP PLAN SEE SHEET L-2 FOR PLANTING LEGEND SCALE: 1"=10'-0"



SECTION AA AT ALDERSON AVE. SCALE: 1/8"=1'-0"

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0 30 60 90

1"=30'-0"

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SEVENTH STREET DEVELOPMENT

R.P.A.L.A GROUP
LANDSCAPE ARCHITECTURE | PLANNING

10-20-15
REV: 10-21-15
REV: 11-12-15
REV: 11-18-15
REV: 01-18-16
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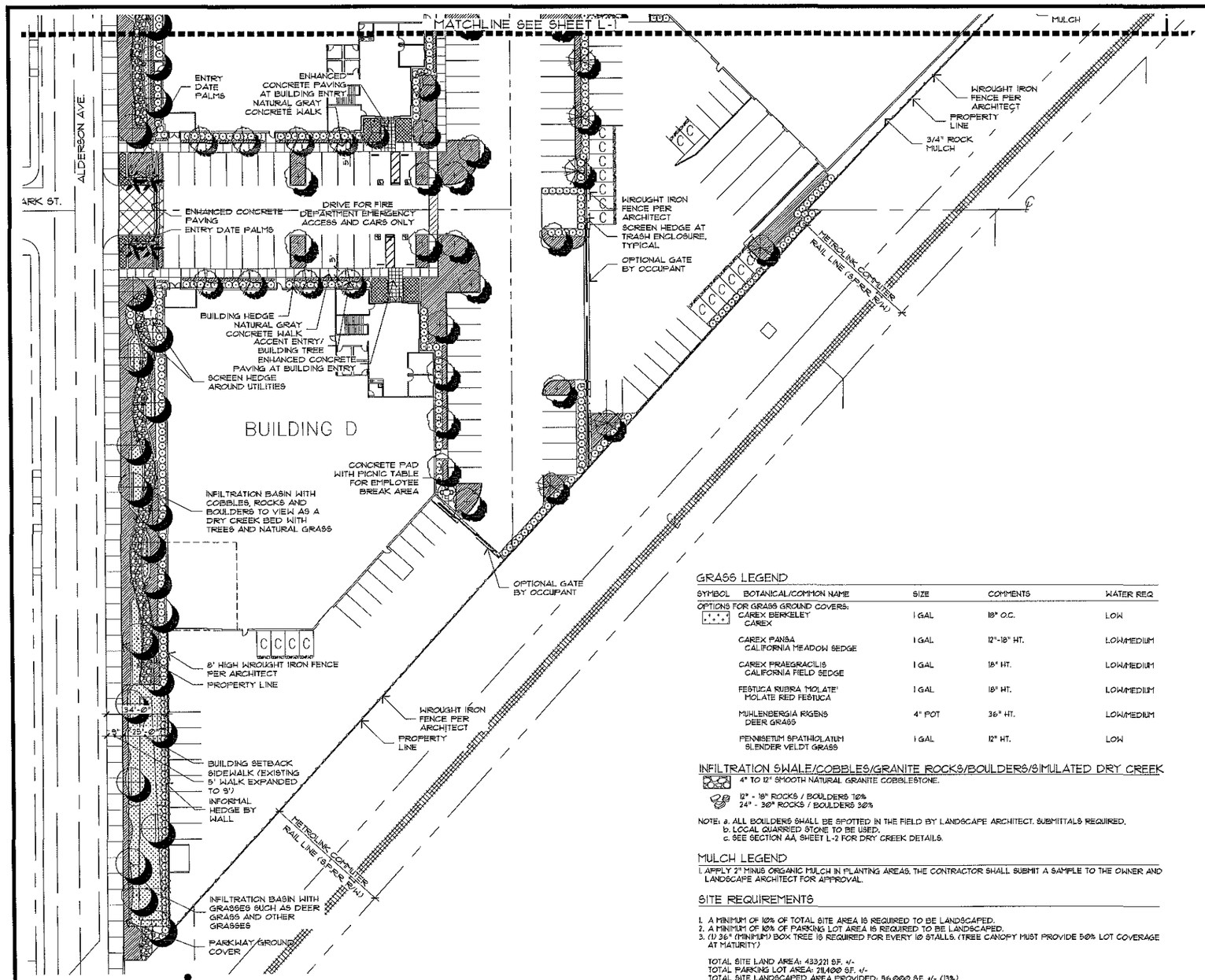

TREE LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS	WATER REQ
	EXISTING STREET TREE		EXISTING TO REMAIN, VERIFY IN FIELD. ALTERNATE BID: REPLACE WITH MATCHING STREET TREE	LOW
	CERCIDIUM HYBRID 'DESERT MUSEUM' DESERT MUSEUM HYBRID PALO VERDE	24" BOX	MULTIPLE TRUNK HIGH BRANCHING/ACCENT STREET TREE	LOW
	ALT: PLATANUS ACERIFOLIA 'BLOODGOOD' LONDON PLANE TREE	24" BOX		MEDIUM
	LAGERSTROEMIA INDICA HYBRIDS WATERMELON RED	24" BOX	STD/ACCENT TREE	MEDIUM
	PHOENIX DACTYLIFERA DATE PALM	20' TRUNK HT.	ACCENT PALM/FOCAL PALM	LOW
	PODOCARPUS GRACILIOR FERN PINE	36" BOX	STD/ENTRY TREE	LOW/MEDIUM
	RHUS LANCEA AFRICAN SUMAC	24" BOX	STD/STREET TREE	LOW
	TRISTANIA CONFERTA BRISBANE BOX	24" BOX	STD/PARKING LOT TREE	MEDIUM

SHRUB LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS	WATER REQ
OPTIONS FOR ACCENT SHRUBS:	AGAVE ATTENUATA FOXTAIL AGAVE	5 GAL	ACCENT	LOW
	ANIGOZANTHOS 'BUSH' (RED DEVIL) BUSH PEAR KANGAROO PAW	5 GAL	3'-0" O.C.	LOW
	ANIGOZANTHOS 'PINK BEAUTY' PINK BEAUTY KANGAROO PAW	5 GAL	3'-0" O.C.	LOW
	PHORMIUM TENAX 'JACK SPRATT' JACK SPRATT FLAX	1 GAL	3'-0" O.C.	LOW
OPTIONS FOR HEDGE SHRUBS:	DIETES IRIDIOIDES FORTNIGHT LILY	5 GAL	3'-0" O.C.	LOW/MEDIUM
	LIGUSTRUM JAPONICA 'TEXANUM' WAXLEAF PRIVET	5 GAL	3'-0" O.C.	MEDIUM
	PHORMIUM 'DAZZLER' NEW ZEALAND FLAX	5 GAL	4'-0" O.C.	LOW
	PITTOSPORUM TOBIRA 'CREAM DE MINT' TOBIRA	1 GAL	3'-0" O.C.	MEDIUM
	RHAPHIOLEPIS INDICA 'PINK CLOUD' INDIAN HAWTHORN	5 GAL	4'-0" O.C.	LOW/MEDIUM
	WESTRINGIA FRUTICOSA COASTAL ROSEMARY	5 GAL	4'-0" O.C.	LOW/MEDIUM

GROUND COVER LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS	WATER REQ
OPTIONS FOR GROUND COVERS:	CARISSA MACROCARPA 'GREEN CARPET' GREEN CARPET NATAL PLUM	4" POT	18" O.C.	LOW
	MYOPORUM PARVIFOLIUM 'PROSTRATUM' CREEPING MYOPORUM	1 GAL	24" O.C.	LOW/MEDIUM
	ROSMARINUS OFFICINALIS 'PROSTRATUS' ROSEMARY	1 GAL	24" O.C.	LOW
	SENECIO MANDRALISCAE KLEINIA	1 GAL	24" O.C.	LOW
OPTIONS FOR COLORFUL GROUND COVERS:	ECHEVERIA AGAVOIDES 'MARIA' WAX ECHEVERIA	1 GAL	24" O.C.	LOW
	ECHEVERIA 'AFTERGLOW' AFTERGLOW	1 GAL	24" O.C.	LOW
	LANTANA CAMARA 'NEW GOLD' LANTANA	1 GAL	36" O.C.	LOW

GRASS LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	COMMENTS	WATER REQ
OPTIONS FOR GRASS GROUND COVERS:	CAREX BERKELEY CAREX	1 GAL	18" O.C.	LOW
	CAREX PANSA CALIFORNIA MEADOW SEDGE	1 GAL	12"-18" HT.	LOW/MEDIUM
	CAREX PRAEGRACILIS CALIFORNIA FIELD SEDGE	1 GAL	18" HT.	LOW/MEDIUM
	FESTUCA RUBRA 'MOLATE' MOLATE RED FESTUCA	1 GAL	18" HT.	LOW/MEDIUM
	MUHLENBERGIA RIGENS DEER GRASS	4" POT	36" HT.	LOW/MEDIUM
	PENNISETUM SPATHIOLATUM SLENDER VELDT GRASS	1 GAL	12" HT.	LOW

INFILTRATION SWALE/COBBLES/GRANITE ROCKS/BOULDERS/SIMULATED DRY CREEK

4" TO 12" SMOOTH NATURAL GRANITE COBBLESTONE.

12" - 18" ROCKS / BOULDERS 70%
24" - 30" ROCKS / BOULDERS 30%

NOTE: a. ALL BOULDERS SHALL BE SPOTTED IN THE FIELD BY LANDSCAPE ARCHITECT. SUBMITTALS REQUIRED.
b. LOCAL QUARRIED STONE TO BE USED.
c. SEE SECTION AA, SHEET L-2 FOR DRY CREEK DETAILS.

MULCH LEGEND

1. APPLY 2" MINUS ORGANIC MULCH IN PLANTING AREAS. THE CONTRACTOR SHALL SUBMIT A SAMPLE TO THE OWNER AND LANDSCAPE ARCHITECT FOR APPROVAL.

SITE REQUIREMENTS

1. A MINIMUM OF 10% OF TOTAL SITE AREA IS REQUIRED TO BE LANDSCAPED.
2. A MINIMUM OF 10% OF PARKING LOT AREA IS REQUIRED TO BE LANDSCAPED.
3. (1) 36" (MINIMUM) BOX TREE IS REQUIRED FOR EVERY 10 STALLS. (TREE CANOPY MUST PROVIDE 50% LOT COVERAGE AT MATURITY)

TOTAL SITE LAND AREA: 433221 SF. +/-
TOTAL PARKING LOT AREA: 218400 SF. +/-
TOTAL SITE LANDSCAPED AREA PROVIDED: 56,000 SF. +/- (13%)
TOTAL LANDSCAPED PARKING LOT AREA PROVIDED: 20,400 SF. +/- (10%)

TOTAL PARKING STALLS: 294 STALLS
TOTAL 36" BOX TREES REQUIRED: 29
TOTAL 36" BOX TREES PROVIDED: 33

NOTE: VETERANS SITE NOT INCLUDED IN SITE TOTALS.

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0 30 60 90
1"=30'-0"

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REV: 01-18-16
REV: 01-20-16
REV: 02-16-16

COUNCIL AGENDA
ITEM 4A

JUL 13 2016

AGENDA REPORT

Date: *July 13, 2016*

To: *Honorable Mayor and Members of the City Council*

From: *John Davidson, City Manager*

Issue: *Tentative Parcel Map No. 73909; Site Plan & Design Review Permit No. 02-2015: A request by Seventh Street Development, Inc. (Applicant) to subdivide a 10.02-acre site of four (4) parcels into five (5) parcels and allow construction and operation of a speculative light industrial business park totaling approximately 192,700 square feet on property located at 4224/4342 Alderson Avenue and 14808/14910 Los Angeles Street.*

City Manager's Recommendation:

1. That the City Council concur with the Planning Commission's recommendation and **ADOPT** Resolution No. 2016-38-2852 adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and approving Tentative Parcel Map No. 73909 and Site Plan & Design Review Permit No. 02-2015 subject to the attendant conditions of approval; and

2. Direct Staff to file a Notice of Determination (NOD) in compliance with the California Environmental Quality Act.

Background:

On August 26, 2015, the City and the Successor Agency to the former Irwindale Community Redevelopment Agency (ICRA) entered into two separate Purchase and Sale Agreements (PSAs) with the Applicant for the sale of the project site in order to comply with the Longe-Range Property Management Plan approved by the State Department of Finance as well as attempt to improve the neighborhood with the development of a well-planned light industrial business park. As a condition prior to the close of escrow, the PSA requires the Applicant to obtain City land use entitlement approvals for the project and allow the AMVETS Post 113 to continue its current veterans hall operation.

On May 18, 2016 the Planning Commission conducted a public hearing for TPM No. 73909 and SP&DR No. 02-2015 at which time the project was reviewed, discussed, and continued to the next regularly scheduled meeting pending the completion of an Initial Study identifying the appropriate level of environmental review pursuant to the California Environmental Quality Act (CEQA). On June 15, 2016, the Planning Commission

conducted a second public hearing for the proposed project and adopted Resolution No. 679(16) recommending that the City Council adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and approve Tentative Parcel Map No. 73909 and Site Plan & Design Review Permit No. 02-2015 subject to conditions of approval. Prior to the June 15, 2016 Planning Commission hearing, City staff received one written comment from a property owner adjacent to the subject site in the City of Baldwin Park expressing support for the project.

Property Description and Project Proposal:

The project site is comprised of four parcels totaling approximately 10.02 gross acres and located at the southeast corner of Los Angeles Street and Alderson Avenue. The immediate corner of the site, which consists of two parcels of approximately 1.1 and 0.83 acres, respectively, is currently occupied by the City's archives storage building and presently owned by the City of Irwindale. The other two parcels making up the majority of the site are owned by the Successor Agency to the former ICRA and are vacant, with the exception of the AMVETS Post 113 building and parking lot improvements, which is not a part of the proposal and will be maintained as a separate parcel per the PSA.

The project site is designated in the General Plan as Commercial/Industrial and zoned M-1 (Light Manufacturing). The site is surrounded by the following uses and zoning:

Direction	Existing Land Use	Zoning District
North	Olive Pit & City of Baldwin Park Single Family Residential	Agricultural & City of Baldwin Park R-1
South	City of Baldwin Park Light Industrial	Baldwin Park Industrial Commercial
East	AMVETS Post 113 (Not a Part) and City of Baldwin Park Light Industrial	M-1 and Baldwin Park Industrial Commercial
West	City of Baldwin Park Industrial and Single Family Residential	Baldwin Park Industrial Commerical & R-1

The proposed business park project consists of five new parcels. Each parcel will be developed with a building to be used for manufacturing and warehouse uses, which will also include ancillary office space for support administrative activities associated with the primary industrial uses. The business park is proposed to be developed on a speculative basis without pre-commitments from buyers or tenants; however, conditions of approval will be included as part of the project requiring that all users within the business park comply with the City of Irwindale M-1 zoning standards and regulations through the business license and zoning compliance process prior to occupancy of each use. It is anticipated that the project operations will be conducted during regular business hours; however, some manufacturers may have evening and night shifts and operate on a 24-hour basis. All operations will be conducted inside the buildings.

Due to the speculative nature of the project, the exact mix of manufacturing and warehouse uses within the business park cannot yet be identified; however, the project proposes that 20% of each building area will be used for manufacturing uses and 80% of each building area will be used for warehouse uses. Project plans indicate that each building will provide 5,000 square feet of ancillary office use.

Table 1, "Project Summary", below describes the proposed land use for each parcel and building.

Table 1. Project Summary

Parcel/ Building	Office (Square Feet)	Manufacturing (Square Feet)	Warehouse (Square Feet)	Truck Bay (Square Feet)	Total (Square Feet)
1/A	5,000	7,200	36,300		48,500
2/B	5,000	5,800	30,700		41,500
3/C	5,000	3,100	19,900		28,000
4/D	5,000	2,880	19,020	2,000	28,900
5/E	5,000	6,660	34,140		45,800
Total	***25,000***	***25,640***	***140,060***		***192,700***

Project Landscaping

Approximately 13% of the project site is proposed for landscaping as summarized in Table 2, "Project Site Landscaping," in compliance with the City's Zoning Code.

Table 2. Project Site Landscaping

Parking Area Landscape Required	Parking Area Landscaping Provided	Site Area Landscape Required	Site Area Landscaping Provided	Total Landscape Area Required	Total Landscape Area Provided	Landscape Area Provided as % of Site
4,232 sf	20,400 sf	30,230 sf	35,600 sf	10% (34,462 sf)	56,000 sf	13% (56,000 sf÷433,220 net sf site)

Building Height

Buildings heights within the proposed project will not exceed 32.5 feet consistent with the M-1 zoning maximum height allowance of 35 feet. Architectural projections proposed for the project consist of roof accent features at the corners of each building, which exceed the maximum allowable height by 4.5 feet but are not considered part of

overall building height and exempt from the height restrictions per Section 17.08.085 of the Zoning Code.

Access and Circulation

Access to and from the project site is proposed from one driveway at Los Angeles Street and one driveway at Alderson Avenue. Both driveways are proposed for use by automobile and emergency vehicles. Commerial truck access, with the exception of emergency vehicles, would be restricted to the Los Angeles Street entry in order to minimize impacts on existing residences along Alderson Avenue in the City of Baldwin Park. Project signage will be provided notifying users that truck traffic is prohibited from entering or exiting the project site at the Alderson Avenue entry.

Eastbound trucks on Los Angeles Street will be permitted to make right turns into the project site, and westbound trucks on Los Angeles Street will be permitted to make left turns into the project site at the Los Angeles Street entry; however, trucks departing the project site will be restricted to a right turn only exiting movement onto Los Angeles Street. Truck traffic into and out of the project site is anticipated to utilize existing established truck routes including Los Angeles Street, Lower Azusa Canyon Road, and Arrow Highway to and from the the 605 Freeway and Irwindale Avenue, Azusa Canyon Road, Arrow Highway, and Los Angeles Street to and from the 210 Freeway.

Parking

The City Zoning Code parking requirements applicable to the project are summarized in Table 3, "Parking Requirements". Table 4, "Project Parking Provided," summarizes the parking required and provided for the project.

Table 3. Parking Requirements

Land Use Category	Parking Requirement
Office	1 space per each 350 gross square feet of floor area
Manufacturing	1 space per each 350 gross square feet for the first 10,000 square feet of floor area, plus1 space per each 1,000 gross square feet for the next 40,000 square feet of floor area.
Warehouse	1 space per each 1000 square feet of the first 20,000 square feet of floor area plus 1 space per each 2,000 square feet for the next 20,000 square feet of floor area

Table 4. Project Parking Provided

Parcel/ Building	Parking Required	Parking Provided
1/A	64	71
2/B	53	64
3/C	44	46
4/D	42	46
5/E	61	67
Total	***284***	***294***

Alderson Avenue Improvements

The eastern boundary of the project site constitutes the boundary line between the City of Irwindale and the City of Baldwin Park. The Applicant has agreed to a request by the City of Baldwin Park to make certain public improvements to Alderson Avenue as part of development of the project. Improvements to be made include widening of the existing public sidewalk on the east side of Alderson Avenue from 5 feet to 9 feet and narrowing the travel area by 4 feet. Additionally, the eastern curb of Alderson Avenue adjacent to the project site will be painted red as a "no parking" area for the eastern side of the street. The Applicant has agreed at the request of Baldwin Park and adjacent residences not to install street lights along the east side of Alderson Avenue and to provide shielding of project lighting to minimize light spillover to the residential properties located to the west of the project site. The required landscaped building setback within Irwindale adjacent to the eastern side of Alderson Avenue will be 25 feet in width, which is over and above the minimum requirement of 20 feet established in the Zoning Code, and is intended to provide an additional buffer between the project and residences adjacent to Alderson Avenue.

Los Angeles Street Improvements

An existing 10-foot wide sidewalk along Los Angeles Street adjacent to the project site will be retained. A 20-foot wide landscaped setback area will be provided along the Los Angeles Street frontage consistent with Irwindale Zoning Code requirement for the M-1 zone. The Applicant also proposes to red-stripe the curb on the south side of Los Angeles Street between Alderson Avenue and 15 feet east of the project entry to provide clear visibility to vehicles entering and exiting the project site at Los Angeles Street.

Project Fencing and Screening

Truck parking areas will be screened from off-site views either by means of decorative concrete block walls or by locating the parking areas so that they are screened by building walls. An 8-foot high wrought-iron fence is planned along the southerly project boundary adjacent to the railroad tracks and along the southern yard area of Building D adjacent to Alderson Avenue. All uses will be located within buildings consistent with Irwindale Zoning Code requirements for screening of uses in the M-1 zone.

Environmental Review:

Pursuant to Section 15063 of CEQA Guidelines, the City prepared an Initial Study which found that although the project could have a significant effect there will not be a significant effect in this case because revisions have been made to the project and mitigation measures have been agreed to by the Applicant which would reduce potential significant impacts to a level of insignificance. Pursuant to Sections 15070 through 15073 of CEQA Guidelines, a Mitigated Negative Declaration (MND) was prepared for the project. The MND was circulated for the required 20-day review period and made available for public comment on May 26, 2016.

The MND includes a Mitigation Report and Monitoring Program (MRMP) summarizing the mitigation measures and responsibilities for implementation. A copy of the MRMP is included as an attachment to the Conditions of Approval, Exhibit "A" to Resolution No. 2016-38-2852. Mitigation measures recommended for the proposed project address potential impacts of air quality, noise, and traffic which will be reduced to an insignificant level as a result of project compliance with the mitigation measures.

Analysis:

Before any Tentative Map and Site Plan and Design Review are approved, the applicant must show, to the satisfaction of the City Council, the existence of the following findings of fact. Staff has determined that the findings can be made based on the analysis below.

Tentative Parcel Map 73909

a. *The proposed map is consistent with the General Plan, applicable specific plans, and the Zoning Code.*

   The proposed map is for the subdivision of a property for development of industrial uses. The subject property of the proposed map has a General Plan land use designation of Commercial/Industrial and is zoned M-1 (Light Manufacturing). The development proposed with the proposed map is consistent with the General Plan land use designation and zoning for the property. There are no specific plans applicable to the property.

b. *The design or improvement of the proposed subdivision is consistent with the General Plan, applicable specific plans, and the Zoning Code.*

   The proposed project is a light industrial business park with an overall floor are ratio of 0.44 consistent with the Commercial/Industrial land use designation which allows for development of industrial uses with a maximum floor area ratio of 1.0. The design and improvement of the proposed

subdivision is consistent with all Zoning Code development standards established for the M-1 (Light Manufacturing) zone with respect to land use, building height, and landscaping and is consistent with Zoning Code requirements for parking and parking area landscaping applicable to the proposed project. There are no specific plans applicable to the property.

c. *The site is physically suitable for the type of development proposed.*

The site is a 10.02 acre site 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.

d. *The site is physically suitable for the proposed density or intensity of development.*

The site is suitable for the proposed development of 192,700 square feet of light industrial business park uses in five buildings at an overall floor area ratio of 0.44 consistent with General Plan maximum allowable floor area ratio of 1.0.

e. *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor substantially and avoidably injure fish or wildlife or their habitat.*

Pursuant to Section 15063 of CEQA Guidelines, the City prepared an Initial Study which found that although the project could have a significant effect there will not be a significant effect in this case because revisions have been made to the project and mitigation measures have been agreed to by the Applicant which would reduce potential significant impacts to a level of insignificance. Pursuant to Sections 15070 through 15073 of CEQA Guidelines, a Draft Mitigated Negative Declaration (MND) was prepared for the project and circulated for public review.

f. *The design of the subdivision or type of improvements will not pose a threat to the public health, safety, and welfare.*

The design of the subdivision and improvements will not pose a threat to the public health, safety, and welfare. Adequate fire and police protection is available to serve the project. Uses permitted and conditionally permitted within the proposed project are required to meet all federal, state and local health and safety codes and regulations.

g. *The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.*

The project site does not have any public access or use easements within its boundaries.

h. *Any discharge of waste from the proposed subdivision into an existing sewer system would not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board.*

The proposed subdivision is served by an existing City sewer system and is required to comply with all requirements of the California Regional Water Quality Control Board.

i. *The requirements of CEQA have been satisfied.*

Pursuant to Section 15063 of CEQA Guidelines, the City prepared an Initial Study which found that although the project could have a significant effect there will not be a significant effect in this case because revisions have been made to the project and mitigation measures have been agreed to by the Applicant which would reduce potential significant impacts to a level of insignificance. Pursuant to Sections 15070 through 15073 of CEQA Guidelines, a Draft Mitigated Negative Declaration (MND) was prepared for the project and circulated for public review.

Site Plan and Design Review No. 02-2016

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 the development of light industrial and business park uses on a site with a General Plan land use designation of Commercial/Industrial and M-1 (Light Manufacturing) zoning. The proposed project is a 192,700 square foot light industrial business park with an overall floor are ratio of .44 consistent with the General Plan Commercial/Industrial land use designation which allows for development of industrial uses with a maximum floor area ratio of 1.0. The proposed project complies with all Zoning Code development standards established for the M-1 (Light Manufacturing) zone with respect to land use, building height, and landscaping and is with Zoning Code requirements for parking and parking area landscaping applicable to the proposed project.

b. *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 other than those identified in the conditions of approval to serve the project. The proposed project provides for adequate and safe pedestrian and vehicular ingress and egress to and from the site onto existing roadways and public sidewalks and internal circulation with a comprehensive and interconnected system of drive aisles. Ingress and egress for the project site are provided via a driveway on Los Angeles Street and a second driveway on Alderson Avenue. There is also reciprocal access provided within the project site to serve each of the parcels within the project. The proposed use will generate additional traffic to adjacent roadways, however mitigation measures identified as part of the City's review of the project have been incorporated into the project to reduce potential traffic impacts to a less than significant level. 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. The proposed project complies with all City requirements for grading, street lighting and parking area lighting, and drainage.

c. *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.*

The proposed project is consistent with the City of Irwindale Commercial and Industrial Design Guidelines with respect to site design, building

design, parking layout and design, land use buffering, equipment screening, architectural design and detailing.

Conclusion:

1. Based upon the findings of fact identified by the Planning Commission in recommending approval of the project, overall project layout and design, project compliance with the City's development and design standards, and applicant acceptance of the conditions of approval, Staff recommends that the City Council adopt Resolution No. 2016-38-2852 adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and approving Tentative Parcel Map No. 73909 and Site Plan & Design Review Permit No. 02-2015 subject to the attendant conditions of approval and direct Staff to file a Notice of Determination (NOD) in compliance with the California Environmental Quality Act.

Fiscal Impact:

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

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

John Davidson, City Manager

Exhibits:

Exhibit A:	City Council Resolution No. 2016-38-2852 with Conditions of Approval
Exhibit B:	Draft Mitigated Negative Declaration (see enclosed CD - download also available at http://ci.irwindale.ca.us/DocumentCenter/View/1718)
Exhibit C:	June 9, 2016 Comment Letter
Exhibit D:	Site Plans; Building and Landscape Plans; and Tentative Parcel Map (under separate cover)

EXHIBIT "C"

Debby Linn

From: FREITAGFAM@aol.com
Sent: Thursday, June 09, 2016 9:17 AM
To: Gustavo Romo
Cc: Debby Linn
Subject: PROPOSED ALDERSON/LOS ANGELES ST DEVELOPMENT

Hello Gus and Debby,

My name is Mark Freitag and Im the Owner of the property located at 4155-4219 Alderson Avenue. My property is located directly across from the new development that is being proposed for the 10 plus acres of vacant land on Los Angeles St and Alderson Avenue.

I have received several notices of Public Hearings on the Project and the reason i am writing to you today is that i wanted to voice my Full Support for this Project as it has been proposed. It looks to be a 1st Class Development that will Enhance the whole Neighborhood and provide many Jobs for Workers who live in the area.

Over the years, i have been quite concerned by this large vacant parcel of land across from my industrial park as a possible place for crimes to occur. So i am very happy to see this New industrial park Development occurring and I am in Full Support of this project and the Many Positive Benefits it will provide to the Neighborhood.

If you have any questions you can reach me at this email address.

Thank you,

Mark Freitag

RESOLUTION NO. 2016-38-2852

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING TENTATIVE PARCEL MAP NO. 73909 AND SITE PLAN AND DESIGN REVIEW NO. 02-2015 FOR THE DEVELOPMENT OF APPROXIMATELY 192,700 SQUARE FEET OF SPECULATIVE LIGHT INDUSTRIAL BUSINESS PARK USES, NO TALLER THAN 35 FEET, ON APPROXIMATELY 10.02 ACRES LOCATED AT 4342 ALDERSON AVENUE AND 14808 LOS ANGELES STREET IN THE M-1 (LIGHT MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i) Seventh Street Development, Inc., the Applicant, has made a request for a approval of a Tentative Parcel Map (TPM) pursuant to Chapter 16.02 of the Irwindale Municipal Code (IMC) and a Site Plan and Design Review (SP&DR) pursuant to Section 17.70 of the IMC, to allow for the development of a speculative light industrial business park located at 4342 Alderson Avenue and 14808 Los Angeles Street.

(ii) The Subject Property is zoned M-1 (Light Manufacturing). Hereinafter in this Resolution, the subject applications shall be referred to as the "Application."

(iii) On May 18, 2016, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, reviewed the Application, and continued the hearing on the Application to a date uncertain.

(iv) On June 15, 2016, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application and adopted Resolution No. 679(16) recommending that City Council adopt a Mitigated Negative Declaration and approve TPM 73909 and SP & DR 02-2015 subject to conditions.

(v) On July 13, 2016, the City Council conducted a duly noticed public hearing, as required by law, on the Application and conditionally approved the Application at that same meeting subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.

(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 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:

Tentative Parcel Map 73909

a. *The proposed map is consistent with the General Plan, applicable specific plans, and the Zoning Code.*

   The proposed map is for the subdivision of a property for development of industrial uses. The subject property of the proposed map has a General Plan land use designation of Commercial/Industrial and is zoned M-1 (Light Manufacturing). The development proposed with the proposed map is consistent with the General Plan land use designation and zoning for the property. There are no specific plans applicable to the property.

b. *The design or improvement of the proposed subdivision is consistent with the General Plan, applicable specific plans, and the Zoning Code.*

   The proposed project is a light industrial business park with an overall floor are ratio of .44 consistent with the Commercial/Industrial land use designation which allows for development of industrial uses with a maximum floor area ratio of 1.0. The design and improvement of the proposed subdivision is consistent with all Zoning Code development standards established for the M-1 (Light Manufacturing) zone with respect to land use, building height, and landscaping and is consistent with Zoning Code requirements for parking and parking area landscaping applicable to the proposed project. There are no specific plans applicable to the property.

c. *The site is physically suitable for the type of development proposed.*

   The site is a 10.02 acre site 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.

d. *The site is physically suitable for the proposed density or intensity of development.*

   The site is suitable for the proposed development of 192,700 square feet of light industrial business park uses in five buildings at an overall floor area ratio of .44 consistent with General Plan maximum allowable floor area ratio of 1.0.

e. *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor substantially and avoidably injure fish or wildlife or their habitat.*

Pursuant to Section 15063 of CEQA Guidelines, the City prepared an Initial Study which found that although the project could have a significant effect there will not be a significant effect in this case because revisions have been made to the project and mitigation measures have been agreed to by the Applicant which would reduce potential significant impacts to a level of insignificance. Pursuant to Sections 15070 through 15073 of CEQA Guidelines, a Draft Mitigated Negative Declaration (MND) was prepared for the project.

f. *The design of the subdivision or type of improvements will not pose a threat to the public health, safety, and welfare.*

The design of the subdivision and improvements will not pose a threat to the public health, safety, and welfare. Adequate fire and police protection is available to serve the project. Uses permitted and conditionally permitted within the proposed project are required to meet all Federal, State and local health and safety codes and regulations.

g. *The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.*

The project site does not have any public access or use easements within its boundaries.

h. *Any discharge of waste from the proposed subdivision into an existing sewer system would not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board.*

The proposed subdivision is served by an existing City sewer system and is required to comply with all requirements of the California Regional Water Quality Control Board.

i. *The requirements of CEQA have been satisfied.*

Pursuant to Section 15063 of CEQA Guidelines, the City prepared an Initial Study which found that although the project could have a significant effect there will not be a significant effect in this case because revisions have been made to the project and mitigation measures have been agreed to by the Applicant which would reduce potential significant impacts to a level of insignificance. Pursuant to Sections 15070 through 15073 of CEQA

Guidelines, a Draft Mitigated Negative Declaration (MND) was prepared for the project.

Site Plan and Design Review No. 02-2016

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 the development of light industrial and business park uses on a site with a General Plan land use designation of Commercial/Industrial and M-1 (Light Manufacturing) zoning. The proposed project is a 192,700 square foot light industrial business park with an overall floor are ratio of .44 consistent with the General Plan Commercial/Industrial land use designation which allows for development of industrial uses with a maximum floor area ratio of 1.0. The proposed project complies with all Zoning Code development standards established for the M-1 (Light Manufacturing) zone with respect to land use, building height, and landscaping and is with Zoning Code requirements for parking and parking area landscaping applicable to the proposed project.

b. *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. The proposed project provides for adequate and safe pedestrian and vehicular ingress and egress to and from the site onto existing roadways and public sidewalks and internal circulation with a comprehensive and interconnected system of drive aisles. Ingress and egress for the project site are provided via a driveway on Los Angeles Street and a second driveway on Alderson Avenue. There is also

reciprocal access provided within the project site to serve each of the parcels within the project. The proposed use will generate additional traffic to adjacent roadways however mitigation measures identified as part of the City's review of the project have been incorporated into the project to reduce potential traffic impacts to a less than significant level. 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. The proposed project complies with all City requirements for grading, street lighting and parking area lighting, and drainage.

c. *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.*

The proposed project is consistent with the City of Irwindale Commercial and Industrial Design Guidelines with respect to site design, building design, parking layout and design, land use buffering, equipment screening, architectural design and detailing.

3. The City Council finds that 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, has prepared an Initial Study and Mitigated Negative Declaration (MND), and has determined, on the basis of the Initial Study and Mitigated Negative Declaration, that the proposed project as conditioned will not have a significant impact on the environment. Based upon these findings, the Lead Agency has prepared a Notice of Determination (NOD) with regard to the subject project. The NOD will be filed with the office of the Registrar-Recorder/County Clerk, County of Los Angeles.

4. Based upon the substantial evidence and conclusions set forth herein above, the City Council hereby APPROVES Tentative Parcel Map (TPM) No. 73909 and Site Plan & Development Review Permit (SP&DRP) No. 02-2015 subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions 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. Applicant, including its successors and assigns, shall be responsible for implementing and complying with all conditions set forth in Exhibit "A".

5. This resolution shall be effective upon adoption.

6. The Deputy City Clerk shall:

   a. Certify to the adoption of this Resolution; and
   b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 13th day of July 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. xxxx was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of July 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. 2016-38-2852

Tentative Parcel Map No. 73909
Site Plan and Design Review No. 02-2015
Seventh Street Development, Inc.
4342 Alderson Avenue & 14808 Los Angeles Street

GENERAL

1. The uses authorized by this Tentative Parcel Map allow for the creation of five separate parcels and the construction of a building on each parcel as described the plans dated March 7, 2016. The uses authorized by this Site Plan and Design Review Permit allow for and the construction of one building on each parcel for the operation of manufacturing, warehouse, and ancillary offices uses along with associated parking spaces and loading docks as described on the plans dated March 10, 2016.

2. A grading permit shall be obtained within twelve (12) months from the date of approval. Thereafter, if the activities have been abandoned for ninety (90) or more days, the Site Plan and Design Review Permit 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. Upon receipt of written request for extension, the Community Development Director may grant an extension of this Site Plan and Design Review Permit approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the City Council for determination.

3. This Tentative Parcel Map 73909 is valid for a period of 24 months from the date of approval. The Applicant shall obtain approval of a Final Parcel Map 73909 on or before July 13, 2018 unless a written request for an extension of Tentative Parcel Map No. 73909 is submitted by the Applicant to the Community Development Director prior to July 13, 2018, and the request for an extension is approved by the City Council pursuant to IMC Title 16, "Subdivisions," Section16.02.11, "Expiration of Tentative Map Approval; Time Limits for Recording Final Map."

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

5. 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, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Tentative Parcel Map 73909 and Site Plan and Design Review Permit No. 02-2015. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

6. The use and improvements authorized by this Tentative Parcel Map and Site Plan and Design Review Permit shall conform to the plans as finally approved by the City (dated March 7, 2016 and March 10, 2016 respectively) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Community Development Director, shall require the prior approval of the City Council pursuant to the amendment of the Tentative Parcel Map and Site Plan and Design Review Permit.

7. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.

8. The Applicant shall maintain and use the project location and facility thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.

9. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.

10. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.

11. Security lighting fixtures are to be shielded and shall not project above the fascia or roof line of the buildings. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures.

12. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional

approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.

COMMUNITY DEVELOPMENT DEPARTMENT

1. All landscaping for the project shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible. Landscaping shall be provided as shown on the approved Conceptual Landscape Plan (date stamped February 16, 2016) and as modified pursuant to City Building Plan Check review of Precise Landscape and Irrigation plans.

2. Landscape and irrigation plans shall be prepared by a licensed landscape architect, and are subject to the approval of the Community Development Director and the City Engineer. Landscape plans shall be consistent with the Commercial and Industrial Design Guidelines. Vision clearance shall be maintained at all vehicle entrances and exits. Landscape planters throughout the site shall incorporate river rock.

3. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines."

4. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.

5. All landscaped planters shall be surrounded by a six (6) inch horizontal concrete curb.

6. The following invasive plants shall not be used in landscaping:

   - *Carpobrotus edulis* (ice plant)
   - *Hedera helix, H. Hibernica, H. caneriensis* (English ivy, Irish ivy, Algerian ivy
   - *Vinca Major* (periwinkle)
   - *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
   - *Cortaderia selloana, C. jubata* and all cultivars and varieties (pampas grass)
   - *Retama monosperma, Genista monspessulana, Cytisus striatus,Cytisus scoparius,* and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
   - *Acacia Cyclops* (acacia or western coastal wattle)
   - *Myoporum laetum* (myoporum)
   - *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)
   - *Schinus terevinthifolius* (Brazilian pepper)

- *Eucalyptus globules, E. camaldulensis* (eucalyptus, blue gum, and red gum)

7. At least 10 percent of the total gross land area of the site (in this case, 56,000 square feet) shall be landscaped.

8. At least 10 percent of the total gross parking area of the project shall be landscaped. Trees shall be planted in the parking area such that at maturity, 35 percent of the passenger car parking space area shall be shaded. Landscape plans shall show the radius of each tree at maturity and the calculation of required shade coverage at maturity.

9. The building setback area along the westerly property line shall incorporate trees to provide a buffer between the residential uses on the west and the project site. Trees to be planted shall include *Lyonothamnus floribundus* subsp. *Asplenifolius* (Catalina Ironwood), Rhus lancea and/or Platanus acerifoa 'Bloodgood' trees or another similar species approved by the Community Development Director. Trees shall be a minimum 24" box and 8 feet from lowest limb to the ground at the time of planting and be spaced 8 feet apart.

10. All plant material, including trees, shall be maintained in good condition and replaced in the event they die or become diseased.

11. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in accordance with all applicable codes.

12. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs as allowed.

13. All masonry walls and driveway gates shall be decorative consistent with the building design and the Commercial and Industrial Design Guidelines. The design of the walls and gates shall be subject to the review and approval of the Community Development Department.

14. The entrance to all driveways shall be concrete color mixed and stamped to simulate terracotta tiles.

15. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the City's Commercial and Industrial Design Guidelines.

16. Trash enclosures (6'-0" high min.) with solid metal self-closing and self-latching gates shall be provided. The enclosures shall be built with decorative materials to match the type, texture, and color of the materials

used in the construction of the buildings. Gates shall remain closed at all times when the trash receptacles are not in use.

17. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings[1]. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.

18. All rooftop wireless telecommunications antennas operated by third parties are subject to the provisions of Chapter 17.90 of the Irwindale Municipal Code shall require a separate permit in accordance with the provisions of the Municipal Code.

19. The street numbers for the development shall be painted on the rooftop of each building in such a manner that it is clearly visible to public safety personnel and shall be a minimum five (5) feet in length painted with minimum one (1) foot wide brush strokes. Rooftop numbers shall be shown on the plans submitted for plan check.

20. A lighting plan shall be submitted for approval by the Community Development Director describing lighting fixtures for parking lot and building exterior lighting. Lighting fixtures shall be designed to shield light and/or directs light in a downward direction to minimize light spillover to adjacent residential areas.

21. Applicant shall obtain approval from the Community Development Director for a Sign Program for all project signs prior to construction of any signs on the project site.

22. The Applicant shall comply with the provisions of Irwindale Municipal Code Chapter 17.66, "Trip Reduction and Travel Demand Measures." All required trip reduction and travel demand measures applicable to the project pursuant to Chapter 17.66 shall be indicated on plans at the time of plan check.

23. A chain link fence with green screening shall be installed and maintained around the perimeter of the site at all times during construction.

24. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained

[1] **Photo voltaic equipment is exempt from this requirement.**

in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.

25. To the extent feasible, Applicant shall participate in Southern California Edison's "Savings by Design" program.

26. Development shall adhere to all mitigation measures identified in the adopted Mitigation Monitoring and Reporting Program (MMRP), made a part of the Mitigated Negative Declaration associated with the project in compliance with the California Environmental Quality Act (CEQA), and included with these Conditions of Approval as Attachment 1.

NOTE: The following conditions have been formulated by the Lead Agency in response to project specific environmental issues, which may be deemed adverse but which do not elevate to a level of significance under CEQA. These "conditions of approval" are distinct from "mitigation measures" in that they are not subject to the mitigation reporting and monitoring requirements specified under Section 21081.6 of the PRC and Sections 15097 and 15126.4 in Title 14 of the CCR:

27. Cultural Resources. If a potential Native American resource is uncovered during ground disturbance activities, the Applicant shall halt work in the immediate area of the find, promptly inform the Community Development Department of the suspected presence of that Native American resource, cease earth-disturbing activities in proximity thereto, and retain a qualified professional archaeologist and a culturally-affiliated Native American monitor acceptable to the City for the purpose of examining the potential Native American resource in order to determine whether it is a "tribal cultural resource" as defined in Section 21074(a) of the Public Resources Code (PRC) and/or a "unique cultural resource" as defined in Section 21083.2(g) of the PRC. No additional ground disturbance activities shall occur in the immediate location of the potential Native American resource until all information recovery has been completed, a report filed with the City, and that report made available to interested representatives of Native American tribes that are traditionally and culturally affiliated with the project area.

28. Hazards and Hazardous Materials. Prior to the demolition of the existing structure at 4342 Alderson Avenue, all known lead-based paint shall be removed in accordance with Sections 10250-10257 of the California Health and Safety Code and acceptable engineering methods and work practices by an appropriately licensed lead abatement contractor. Handling and disposal practices shall be implemented pursuant to applicable Occupational Safety and Health Administration standards.

29. Transportation/Traffic. Prior to issuance of building permits, the Applicant shall submit to the City Engineer detailed, dimensioned design plans for the project's primary driveway along E. Los Angeles Street illustrating, among other items and to the extent applicable, the design vehicle; throat width; driveway transition shape; turning radius; stripping plans; number, width, and direction of through and turning lanes; channelization plans; on-site and off-site signage; pedestrian and bicycle accommodations; and associated changes or other design modifications to the E. Los Angeles Street right-of-way.

30. Transportation/Traffic. If subsequent to approval of Site Plan and Design Review No. 02-2015, the Applicant proposes to construct access gates at the entries along E. Los Angeles Street and/or Alderson Avenue or if access gates are required by the City as mitigation of a project-specific impact, such improvements shall be subject to an administrative approval by the Community Development Director, which approval shall incorporate any comments that may be submitted by the City Engineer, the City of Irwindale Police Department, and the Los Angeles County Fire Department.

31. Transportation/Traffic. Prior to the approval of the Final Map or the issuance of building permits, whichever event occurs first, the Applicant shall demonstrate, to the satisfaction of the City Engineer, receipt of all requisite permits and approvals from the City of Baldwin Park relating to the proposed improvements to Alderson Avenue adjacent to the project site.

FIRE DEPARTMENT

1. Prior to clearance of the Final Map Applicant shall submit a minimum of three (3) copies of the water plans indicating the new required public fire hydrant locations to the Fire Department's Land Development Unit for review and approval.

2. Access areas shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires all weather access.

3. All on-site Fire Department vehicular access roads shall be labeled as "Private Driveway and Fire Lane" on the site plan along with the widths clearly depicted on the plan. Labeling is necessary to assure the access availability for Fire Department use. The designation allows for appropriate signage prohibiting parking.

4. Fire Department vehicular access roads must be installed and maintained in a serviceable manner prior to and during the time of construction per Fire Code 501.4.

5. All fire lanes shall be clear of all encroachments, and shall be maintained in accordance with the Title 32, County of Los Angeles Fire Code.

6. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved Fire Department turnaround per Fire Code 503.2.5

7. The Fire Apparatus Access Roads and designated fire lanes shall be measured from flow line to flow line.
8. Provide a minimum unobstructed width of 28 feet, exclusive of shoulders and an unobstructed vertical clearance "clear to sky" Fire Department vehicular access to within 150 feet of all portions of the exterior walls of the first story of the building, as measured by an approved route around the exterior of the building when the height of the building above the lowest level of the Fire Department vehicular access road is more than 30 feet high, or the building is more than three stories. The access roadway shall be located a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official per Fire Code 503.1.1 & 503.2.2

9. The public street may be used for ladder truck access when the building wall is within 20 feet of the public street and there are no obstructions such as street parking, power and telephone lines, trees, etc.

10. The dimensions of the approved Fire Apparatus Access Roads shall be maintained as originally approved by the fire code official per Fire Code 503.2.2.1

11. Fire Department vehicular access roads shall be provided with a 32 foot centerline turning radius per Fire Code 503.2.4

12. Indicate the centerline, inside and outside turning radii for each change in direction on the site plan.

13. Fire Apparatus Access Roads shall be designed and maintained to support the imposed load of fire apparatus weighing 37 ½ tons and shall be surfaced so as to provide all-weather driving capabilities. Fire apparatus access roads having a grade of 10 percent or greater shall have a paved or concrete surface per Fire Code 503.2.3

14. Provide approved signs or other approved notices or markings that include the words "NO PARKING - FIRE LANE". Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background. Signs shall be provided for fire apparatus access roads, to clearly indicate the entrance to such road, or prohibit the

obstruction thereof and at intervals, as required by the Fire Inspector per Fire Code 503.3

15. A minimum 5 foot wide approved firefighter access walkway leading from the fire department access road to all required openings in the building's exterior walls shall be provided for firefighting and rescue purposes per Fire Code 504.1

16. Fire Apparatus Access Roads shall not be obstructed in any manner, including by the parking of vehicles, or the use of traffic calming devices, including but not limited to, speed bumps or speed humps. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times per Fire Code 503.4.

17. Approved building address numbers, building numbers or approved building identification shall be provided and maintained so as to be plainly visible and legible from the street fronting the property. The numbers shall contrast with their background, be Arabic numerals or alphabet letters, and be a minimum of 4 inches high with a minimum stroke width of 0.5 inch. (Fire Code 505.1).

18. If gates are installed an approved key box, listed in accordance with UL 1037 shall be provided as required by Fire Code 506. The location of each key box shall be determined by the Fire Inspector. All locking devices shall comply with the County of Los Angeles Fire Department Regulation 5, Compliance for Installation of Emergency Access Devices.

19. All fire hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal, and shall be installed in accordance with the County of Los Angeles Fire Department Regulation 8.

20. Install 3 new public fire hydrants per Fire Access Plan approved May 5, 2016.

21. Install 3 Private on-site fire hydrants per Fire Access Plan approved May 5, 2016.

22. All on-site fire hydrants shall be installed a minimum of 25' feet from a structure or protected by a two (2) hour rated firewall. Exception: For fully sprinkled multi-family structures, on-site hydrants may be installed a minimum of 10 feet from the structure per Fire Code Appendix C106.

23. All private on-site fire hydrants shall be installed, tested and approved prior to building occupancy per Fire Code 901.5.1.

24. All required public fire hydrants shall be tested and accepted prior to beginning construction per Fire Code 501.4.

25. The required fire flow for the public fire hydrant on this development is 2250 gallons per minute at 20 psi for a duration of 2 hours. Two public fire hydrant(s) flowing simultaneously may be used to achieve the required fire flow per Fire Code 507.3 and Appendix B105.1.

26. The required fire flow for a single private ON-SITE fire hydrant at this location is 2250 gpm at 20 psi residual pressure. If more than one on-site fire hydrant is required, the on-site fire flow shall be the same as required for public fire hydrants in accordance with Appendix Table B105.1 per Fire Code C106.

27. Plans showing underground piping for private on-site fire hydrants shall be submitted to the Sprinkler Plan Check Unit for review and approval prior to installation per Fire Code 901.2 and County of Los Angeles Fire Department Regulation 7.

28. An approved automatic fire sprinkler system is required for the proposed buildings within this development. Submit design plans to the Fire Department Sprinkler Plan Check Unit for review and approval prior to installation.

PUBLIC WORKS/ENGINEERING

STREETS

1. All work within the Public Right-of-Way shall be performed in accordance with the City Standards to the satisfaction of the City Engineer.

2. Applicant shall do a full replacement of the sidewalk, curbs and gutters on the east side of Alderson Avenue fronting the project and shall repair or replace all damaged sidewalk, curbs, gutters on the south side of Los Angeles Street fronting the project as directed by the city engineer.

3. Prior to Final Map recordation, street right-of-way easements for the following shall either be dedicated to the City or demonstrated by the Applicant to already be dedicated as of record:

   a. Corner cutoffs or radii at the southeast corner of Los Angeles Street and Alderson Avenue.
   b. 10-foot easement on Los Angeles Street at the frontage of proposed parcel 1 for public sidewalk.
   c. 10-foot easement on Los Angeles Street at the frontage of proposed parcel 2 for public sidewalk.

4. The property owner shall execute an affidavit agreeing to participate in a future street maintenance district or other type of benefit assessment district to slurry seal, resurface and reconstruct the street frontage on regular intervals (5-year, 10-year and 20-year intervals, respectively, as determined by the City Engineer). The property owner shall retain the right to challenge the costs and method of spreading future assessments.

5. Adequate "on-site" parking shall be provided per City requirements. The Applicant shall pay for the cost of signage indicating "No Truck Parking Any Time" and pay the cost to the City for the City's installation of the signage along the easterly side of Alderson Avenue and the south side of Los Angeles Street in front of the project.

6. The Applicant shall install signage to restrict trucking traffic along Alderson Avenue. The City shall cause the signs to be installed. The Applicant shall pay for the cost of the signs and their installation.

7. The Applicant shall pay the cost of resurfacing half of Los Angeles Street, signage, striping, pavement markers, City boundary monuments including permits, construction management and inspection for that portion of Los Angeles Street adjacent to the project site between Park Avenue and the easterly boundary of the project site.

8. The owner/developer shall pay for the upgrade of the existing street lighting along the south side of Los Angeles Street to more energy efficient fixtures (LED). Street lighting upgrades shall consist of replacing the light fixtures and potentially the arm of the street lights but not light poles. Street lighting upgrade shall meet the Los Angeles County Street Design Standards.

9. Common driveways shall not be allowed unless approved by the City Engineer. Proposed driveways shall be located to clear existing fire hydrants, street lights, water meters, etc.

10. The owner and/or developer shall install nine (9) missing street trees and replace one (1) damaged tree along Los Angeles Street. The new trees shall be 48 Inch-box trees. The type of tree shall be determined by the City Engineer.

11. The owner and/or developer shall design the driveway on Los Angeles Street to a minimum width of 45 feet.

12. All proposed fencing on the property line adjacent to the Southern Pacific Railroad owned property shall be subject to the approval of the railroad company.

UTILITIES

13. Storm drains, catch basins, connector pipes, retention basins, and appurtenances built for the project shall be constructed in accordance with City specifications and shall be approved by the City Engineer.

14. 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.

15. Sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the City Engineer. A sewer study shall be submitted along with the sanitary sewer plans.

16. All proposed buildings shall be connected to the public sanitary sewers.

17. The fire sprinkler plans, which show the proposed double-check valve detector assembly location, shall have a stamp of approval from the Public Works Department prior to the Fire Department's review for approval. Disinfection, pressure and bacteriological testing on the line between the street and detector assembly shall be performed in the presence of personnel from the Water Utility Agency.

18. The Applicant shall obtain a Storm Drain Connection Permit for any connection to the storm drain system.

19. The Applicant shall have an overall site utility master plan prepared by a Registered Civil Engineer showing proposed location of all public water mains, reclaimed water mains, sanitary sewers and storm drains. This plan shall be approved by the City Engineer prior to the preparation of any construction plans for the aforementioned improvements.

20. All point of access to the proposed development shall be reviewed and approved by the City Engineer.

FEES

21. The Applicant shall comply with all requirements of the County Sanitation District, make application for, and pay the sewer maintenance fee.

22. The Applicant shall pay the connection fee upon application for storm water connection to the County of Los Angeles system.

MISCELLANEOUS

23. The Applicant shall submit grading and drainage plans to the City for review and City Engineer approval. The plans shall be prepared by a licensed civil engineer and shall comply with Los Angeles County grading permit requirements. A hydrology study shall be included with the drainage plan. Storm drains shall be constructed as determined by the drainage plan.

24. The Applicant 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.

25. The Applicant shall pay all costs to remove and install street striping and signing as needed for access to the property per plans approved by the City Engineer.

26. The Applicant shall pay for the installation of fire hydrants as required by the Los Angeles County Fire Department.

PARCEL MAPS

27. A Final Map shall be prepared and submitted to the Public Works Department for review and approval. The Applicant shall be responsible for all fees associated with the processing of the Final Map. The Applicant shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.

28. The Applicant shall provide, at no cost to the City, one mylar print of the recorded Final Map from the County of Los Angeles Department of Public Works.

29. An Easement Agreement for all easements (e.g., reciprocal access; surface drainage; utilities, etc.) shall be prepared for each parcel, and shall be executed and recorded in the Office of the Los Angeles County Recorder as

part of the Final Map. Such Agreement, which may be in the form of CC&R's, shall be subject to the approval of the City Attorney.

BUILDING AND SAFETY

1. Building permits shall be obtained from the Building and Safety Division and all construction shall be in compliance with the Irwindale Building Code and all applicable regulations.

Attachment 1
Project Mitigation Report and Monitoring Program

ATTACHMENT 1
PROJECT MITIGATION REPORTING AND MONITORING PROGRAM

No.	Mitigation Measure	Compliance Verification	Mitigation Milestone
	Air Quality (Construction)		
AQ-1	The Applicant shall implement one of the following actions during the project's construction: Option No. 1 - Painting and surface coating shall be limited to an aggregate area of no more than 6,430 square feet per day during any phase of construction; or Option No. 2 - Paints and surface coatings shall be limited to no more than 82.5 milligrams per liter (mg/l) of volatile organic compounds (VOC) content.	City Engineer	Building Permit
AQ-2	For fugitive dust palliation, all site preparation activities shall be subject to three times daily rather the requisite twice daily watering.	City Engineer	Grading Permit
AQ-3	All heavy earthmoving equipment in excess of 250 horsepower operating within 50 meters (165 feet) of a residential structure shall be equipped with a Level 1 diesel particulate filter.	City Engineer	Grading Permit
	Noise (Construction)		
N-1	The proposed perimeter wall along Alderson Avenue, extending between Buildings "A" and "C," shall be a solid, concrete or masonry block wall that is 8 feet above the exterior landscape elevation and shall be at least 9 feet above the interior paved truck court surface, as measured from the highest finish grade associated with the top of pavement at the truck loading door of those buildings. The perimeter wall may transition into the westerly exterior walls for Buildings "A" and "C," such that each building's exterior wall may serve in lieu of the continuance of a separate perimeter wall. Except as may be required for seismic stability, code compliance, site drainage, and/or other reasonable engineering reasons, as may be determined by the City Engineer, the perimeter wall-building exterior wall combination shall be solid, continuous, and absent any openings or reductions in height below the 9-foot minimum height above the interior pavement as specified herein.	City Engineer	Building Permit

No.	Mitigation Measure	Compliance Verification	Mitigation Milestone
N-2	In a location, manner, and at a time to be determined by the Community Development Director, the Applicant shall install a solid concrete or masonry block wall, with an operable solid gate conforming to Los Angeles County Fire Department (LACFD) standards, across the Alderson Avenue driveway located between the Alderson Avenue public right-of-way and the on-site "truck site access drive" and extending between Buildings "C" and "D." The wall-gate combination shall have a height of not less than 8 feet, as measured from finish grade, and, except in an emergency, shall remain closed between the hours of 10:00 PM and 7:00 AM nightly. The gate shall be equipped with a LACFD-approved key box, Knox® brand manual key switch, or other acceptable secondary-access device. Unless so determined by the Community Development Director, the wall-gate combination extending between Buildings "C" and "D" does not have to be installed and operable prior to the issuance of any use and occupancy permits issued by the City of Irwindale for the proposed project but may constitute a possible remedy in the event of the City's receipt of ongoing and unspecified noise complaints.	Community Development Director	On-going
N-3	In order to reduce construction noise impacts to the maximum extent feasible, the following actions shall be taken during the project's construction: (1) The construction contractor shall schedule all construction activities, deliveries, and haul trucks during the daytime hours of 7:00 AM to 7:00 PM Monday through Saturday ; (2) All construction equipment shall be properly maintained and tuned to minimize noise; (3) All equipment shall be fitted with properly operating mufflers and air intake silencers no less efficient than those originally installed by the manufacturer; (4) All stationary noise sources (e.g., generators and compressors) shall be located as far from residential receptors as may be feasible; (5) Signage shall be posted on the project site, clearly visible from the public right-of-way, providing contact information (e.g., name and telephone number of the construction contractor) in the event of a noise complaint, and (6) Construction shall be subject to any and all additional provisions as may be set forth by the City Engineer.	City Engineer	Building Permit
	Traffic and Transportation (Cumulative)		
T-1	Transportation and Traffic. Alderson Avenue/Los Angeles Street. Mitigation proposed in response to projected long-term cumulative traffic impacts at the Alderson Avenue/Los Angeles Street intersection, of which the proposed project only incrementally and minimally contributes, may consist of the installation of a future traffic signal at that intersection in a manner and at a later timeframe as determined and approved by the City Engineer. Neither the Applicant nor the proposed project shall be responsible for the installation of that traffic signal but shall be required to provide the City of Irwindale a 2.5 percent "fair-share" contribution toward the cost of that or another "like-kind" traffic improvement with the City of Irwindale (City) which is to be paid to the City by the Applicant prior to the issuance of building permits for the proposed project in a manner and in an amount to be determined by the City Engineer.	City Engineer	Building Permit

Successor Agency Agenda
Item 1B
July 13, 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
59749	ALESHIRE	Aleshire & Wynder, LLP	06/16/2016	11,684.56
59750	DUNNBR	James R. Dunn	06/16/2016	1,178.94
59751	ROMO03	Gustavo Romo	06/16/2016	444.42
			Report Total:	13,307.92

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
59809	GLOBAL03	Global Sweet Treats	06/29/2016	1,790.78
59810	ROMO03	Gustavo Romo	06/29/2016	175.82
59811	WILLDAN	Willdan Financial Services	06/29/2016	2,000.00
			Report Total:	3,966.60

AGENDA REPORT

Date: *July 13, 2016*

To: *Honorable Chairman and Members of the Successor Agency to the Irwindale Community Redevelopment Agency*

From: *John Davidson, Executive Director*
Fred Galante, Successor Agency Counsel

Issue: *PURCHASE AND SALE AGREEMENT (PSA) FOR ACQUISITION AND DEVELOPMENT OF THE PROPERTY LOCATED AT THE 15768 ARROW HIGHWAY SITE (APN: 8417-035-902)*

Executive Director's Recommendation:

That the Successor Agency to the Irwindale Community Redevelopment Agency ("Successor Agency") adopt the attached Resolution No. SA 2016-42-2856 authorizing the execution of a Purchase and Sale Agreement and Escrow Instructions ("Purchase and Sale Agreement" or "PSA") with the Irwindale Industrial Clinic, a California general partnership ("Purchaser") for the sale and subsequent development of the 2.53-acre site located at 15768 Arrow Highway ("Property"), also known as the former Shannon Casket Property (Property No. 3) in the Successor Agency's approved Long-Range Property Management Plan ("LRPMP"). The Property is designated for commercial use, with a C-2 zoning designation (Heavy Commercial). The Purchaser proposes to develop a 13,000-square-foot medical clinic and an additional commercial building on the Property.

Background:

Pursuant to the dissolution of redevelopment agencies per Assembly Bill ("AB") ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), and subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012) (altogether, "Dissolution Act"), the City of Irwindale ("City") adopted Resolution No. 2012-08-2547 on January 11, 2012, electing to serve as Successor Agency to the former Irwindale Community Redevelopment Agency ("Redevelopment Agency") during the wind-down of the Redevelopment Agency's activities.

Previous Purchase and Sale Agreement

The Successor Agency's LRPMP, approved by the State Department of Finance ("DOF") on August 8, 2014, indicated that the Successor Agency intends to sell the Property. On December 10, 2014, the Successor Agency's real estate advisor/broker, RSG, Inc. ("RSG") began marketing the Successor Agency's properties available for sale as outlined in the LRPMP. RSG received six (6)

separate purchase offers for the Property. After thoroughly evaluating the offers, Successor Agency staff and RSG determined that Genton Property Group, LLC's ("Genton Property Group") offer was the strongest of the six offers. Genton offered to purchase the Property for $1.9 million and develop a 13,000-square-foot medical clinic for the use of the Irwindale Industrial Clinic and 3,300-square-foot restaurant pad. Accordingly, the Successor Agency and Genton entered into a purchase and sale agreement on December 9, 2015.

Prior to the close of escrow on the Property, Genton Property Group communicated to the Successor Agency that they were no longer interested in purchasing the Property. Genton Property Group and the Successor Agency signed cancellation instructions dated June 14, 2016, effectively terminating the purchase and sale agreement.

The Irwindale Industrial Clinic's Proposal for the Property

Shortly after terminating the agreement with Genton Property Group, the Successor Agency received an offer from the Irwindale Industrial Clinic to purchase the Property for $1.9 million and contract with The Hale Corporation, a well-known medical office building developer. The Hale Corporation is a privately held construction company owned and operated by Richard T. Hale Jr. and Richard T. Hale III. The company has developed projects ranging from $100,000 to over $20 million in markets including healthcare, commercial, industrial, automotive, retail, multi-family and high-end custom residences. The proposed development includes a 13,000-square-foot medical clinic for the Purchaser's use and an additional commercial building, which will be developed by either The Hale Corporation or another interested commercial developer. In either case, the entire development would be required to comply with the City's Commercial and Industrial Design Guidelines.

The proposed PSA, prepared by Successor Agency legal counsel, is attached as Exhibit A to the resolution. Pursuant to the terms of the PSA, the Irwindale Industrial Clinic is expected to complete their due diligence review and approval within the 90-day contingency period outlined in the PSA.

Analysis:

The Purchaser's offer presents terms that parallel the previous offer from Genton Property Group. The purchase price remains $1.9 million and the development will still include a 13,000-square-foot medical clinic. Table 1 compares the Irwindale Industrial Clinic's current offer to Genton Property Group's previous offer.

TABLE 1. Comparison of Purchase and Sale Agreements

	The Irwindale Industrial Clinic	Genton Property Group
Purchase Price PSA Section 3	$1,900,000	$1,900,000
Contingency Period PSA Section 8	Within ninety (90) calendar days following the opening of escrow, the Purchaser shall have the right to perform and to seek any and all necessary investigations, inspections and approvals necessary to develop and operate the development at the Property.	Within ninety (90) calendar days following the opening of escrow, the Purchaser shall have the right to perform and to seek any and all necessary investigations, inspections and approvals necessary to develop and operate the development at the Property.
Closing PSA Section 11	Consummation of this sale and purchase shall take place within forty-five (45) days after Purchaser obtains the Approvals, as defined in Section 7.2 of the PSA. In no event shall the closing occur later than two hundred twenty-five (225) days following the opening of escrow.	Consummation of this sale and purchase shall take place within thirty (30) days following the expiration of the contingency period. In no event shall the closing occur later than one-hundred twenty (120) days following the opening of escrow.
Development Program PSA Recital E	Approximately 13,000 square feet of medical office and a retail commercial building of undetermined size.	Approximately 13,000 square feet of medical office and a 3,300 square foot restaurant

Fiscal Implications:

The purpose of the PSA is to facilitate the due diligence process ("Contingency Period") and the closing of escrow. Fiscal impacts will occur for the ongoing

negotiations, legal consultation and real estate surveys, and reports needed to complete negotiations until the transfer of the Property. The Purchaser will bear the cost of surveys and reports as necessary as a part of their normal due diligence.

Upon closing of escrow, the Successor Agency will remit the net sales proceeds to the Los Angeles County Auditor-Controller for distribution to affected taxing agencies, based on each agency's share of the tax levy.

Fiscal Impact: _____ (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Contact Person:

Gus Romo, Community Development Director
626-430-2206
gromo@ci.irwindale.ca.us

Jim Simon, Economic & Redevelopment Consultant, RSG, Inc.
714-316-2120
jsimon@webrsg.com

Dominique Clark, Economic & Redevelopment Consultant, RSG, Inc.
714-316-2143
dclark@webrsg.com

John Davidson, Executive Director

Attachments:

APPROVING RESOLUTION WITH EXHIBITS:
(A) Purchase and Sale Agreement and Escrow Instructions

SUCCESSOR AGENCY RESOLUTION NO. 2016-42-2856

A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH THE IRWINDALE INDUSTRIAL CLINIC FOR ACQUISITION OF THE 15768 ARROW HIGHWAY SITE

WHEREAS, pursuant to the dissolution of redevelopment agencies per Assembly Bill ("AB") ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), and subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012) (altogether, "Dissolution Act"), the City of Irwindale ("City") adopted Resolution No. 2012-08-2547 on January 11, 2012, electing to serve as Successor Agency to the Irwindale Community Redevelopment Agency ("Successor Agency"); and

WHEREAS, the property located at 15768 Arrow Highway ("Property") was included in the Successor Agency's Long-Range Property Management Plan ("LRPMP"), which was prepared pursuant to the Dissolution Act and described the proposed plans for disposition of all 25 properties owned by the Irwindale Community Redevelopment Agency at the time of redevelopment dissolution; and

WHEREAS, the LRPMP indicated that the Successor Agency would sell the Property; and

WHEREAS, on August 8, 2014, the City received notification from the California Department of Finance ("DOF") approving the Successor Agency's LRPMP; and

WHEREAS, on December 10, 2014, the Successor Agency's real estate advisor/broker RSG began marketing properties available for sale as outlined in the LRPMP and ultimately received six (6) separate purchase offers for the Property; and

WHEREAS, on December 9, 2015, the Successor Agency entered into a purchase and sale agreement with Genton Property Group, LLC ("Genton Property Group") to purchase the Property for $1,900,000 and develop a 13,000-square-foot medical clinic for the Irwindale Industrial Clinic's use and a 3,300-square-foot restaurant pad; and

WHEREAS, the agreement with Genton Property Group and related escrow were terminated in writing by mutual consent of the parties via cancellation instructions dated June 14, 2016; and

WHEREAS, the Successor Agency still desires to sell the Property in accordance with the LRPMP; and

WHEREAS, the Irwindale Industrial Clinic, a California general partnership ("Purchaser") has submitted a proposal ("Purchaser's Proposal") to purchase and develop the Property with an approximately 13,000-square-foot medical office and an additional commercial building; and

WHEREAS, the Purchaser's Proposal is materially the same as the original purchase and sale agreement with Genton Property Group with minor modifications and proposes a development that suits the needs and economic development goals of the City; and

WHEREAS, Successor Agency legal counsel has prepared a Purchase and Sale Agreement ("PSA") between the Purchaser and the Successor Agency which incorporates the terms of the Purchaser's Proposal; and

WHEREAS, the PSA establishes the terms and conditions for sale of the Property to the Purchaser, subject to review and approval of the Oversight Board to the Successor Agency to the Irwindale Community Redevelopment Agency ("Oversight Board"), for a consideration of $1,900,000.

NOW, THEREFORE, 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 PSA.** The Successor Agency hereby approves the Purchase and Sale Agreement with the Irwindale Industrial Clinic for the acquisition and development of the Property located at 15768 Arrow Highway, authorizes the Executive Director to execute same, in a form approved by Successor Agency Counsel, and directs staff to forward the PSA to the Oversight Board for their consideration at a duly noticed public meeting.

PASSED AND ADOPTED at a regular meeting of the Successor Agency to the Irwindale Community Redevelopment Agency, on the 13th day of July, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Mark Breceda, Mayor

ATTEST:

_____
Laura Nieto, CMC
Deputy City Clerk/Successor Agency Secretary

EXHIBIT A

Purchase and Sale Agreement and Escrow Instructions

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS
15768 Arrow Highway, Irwindale

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("**Agreement**"), dated for reference purposes only as of June __, 2016 ("**Agreement Date**"), is made by and between the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency ("**Seller**" or "**Seller**"), and Irwindale Industrial Clinic, a California general partnership ("**Purchaser**"). Seller and Purchaser are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Seller is the fee owner of approximately 2.5 acres of real property and improvements located at 15768 Arrow Highway in the City of Irwindale, Los Angeles County, California, described as Assessor's Parcel Number 8417-035-092 and more particularly described in the Legal Description attached hereto as **Exhibit A**, including all improvements located thereon ("**Property**"); and all rights, privileges, easements and appurtenances to the Property, if any, including, without limitation, all of Seller's right, title and interest, if any, in and to all minerals, oil, gas and other hydrocarbon substances, development rights and water stock relating thereto, all strips and gores; and all of Seller's right, title and interest in and to any easements and other appurtenances used or connected with the beneficial use or enjoyment of the Property.

B. In December 2011, a California State Supreme Court ruling on the constitutional validity of two 2011 legislative budget trailer bills, Assembly Bill AB1X 26 (Chapter 5, Statutes of 2011) and AB1X 27 (Chapter 6, Statutes of 2011), resulted in the outright elimination of all 425 redevelopment agencies in the State of California. The dissolution procedures under AB1X 26 include a process for the disposition and/or transfer of assets, including property holdings of former redevelopment agencies. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of AB1X 26, including the process for asset management/disposition/transfers.

C. Under AB 1484 as modified by SB 107, 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 Seller describing the proposed sale of properties owned by the Seller, including the Property. The DOF has approved the Seller's PMP, which compels the Seller to dispose of the Property for development consistent with the Redevelopment Plan for the former City Industrial Development Project Area.

D. To effectuate the Redevelopment Plan for redevelopment of the former City Industrial Development Project Area by providing for the future development of the Property, on December 10, 2014, Seller issued a solicitation to prospective developers for the sale and development of the Property. The successful proposal was submitted by Genton Property Group, LLC, a Delaware limited liability company ("**Genton**") which was saubsequently documented by the certain Purchase and Sale Agreement and Escrow Instructions between the parties ("**Genton PSA**"). Concurrently Genton entered into an agreement for the sale of the medical

building parcel to Purchaser which intended to operate its medical practice from the building. The Genton PSA and related escrow were terminated in writing by mutual consent of the parties.

E. Purchaser has submitted a proposal ("**Purchaser's Proposal**") to purchase and develop the Property with an approximately 13,000 square foot medical office and a retail commercial building as set forth in this Agreement and to be specifically delineated in the Approvals, as explained in Section 7.2 ("**Project**"). Purchaser's Proposal is materially the same as the original Genton PSA with minor modifications.

F. Based on Purchaser's Proposal, Seller has determined that Purchaser's offer provides the combination of the highest price and a development proposal that best suits the needs and economic development goals of the City of Irwindale ("**City**") for the Property.

G. Seller desires to sell, and Purchaser desires to purchase, the Property in accordance with the terms set forth below.

TERMS & CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Purchaser agree as follows:

1. **Sale**. On the terms contained herein and subject to the conditions of this Agreement, Purchaser hereby agrees to purchase from Seller, and Seller agrees to sell to Purchaser the Property, on the Closing Date (defined in Section 11).

2. **Opening of Escrow**. Within three (3) Business Days of execution of this Agreement, the parties shall open an escrow ("**Escrow**") with Escrow Holder by causing an executed copy of this Agreement to be deposited with Janette DeLap, Vice President, Escrow Officer, Fidelity National Title Insurance Company, 3237 E. Guasti Road Suite 105, Ontario, CA 91761, Telephone: (909) 569-0225, Email: Janette.Delap@fnf.com ("**Escrow Holder**"). Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Holder and accepted by Escrow Holder as evidenced by Escrow Holder's execution of this Agreement ("**Opening of Escrow**").

3. **Purchase Price**. The purchase price for the Property ("**Purchase Price**") shall be in the amount of One Million, Nine Hundred Thousand Dollars ($1,900,000), which the Seller and Purchaser agree to be the fair market value of the Property. The Purchase Price shall be paid as follows:

3.1 **Deposit.** Upon receipt by Purchaser of a signed copy of this Agreement from Seller, and acceptance of the terms and execution of this Agreement by Purchaser, Purchaser shall, within five (5) Business Days thereafter, deposit the sum of Ninety Thousand Dollars ($90,000) ("**Deposit**") with the Escrow Holder, to be held in escrow for the benefit of the parties and applied against the Purchase Price at Closing (defined in Section 11) or refunded or forfeited in accordance with the terms of this Agreement.

The Deposit shall be held by Escrow Holder in an interest-bearing account and such interest, when received by Seller, shall become part of the Deposit. The Deposit shall be

fully refundable to Purchaser on or before the expiration of the Contingency Period. In the event Purchaser expressly waives contingencies in writing and elects to continue and does not terminate this Agreement on or prior to the expiration of the Contingency Period, the Deposit shall become immediately non-refundable and held in Escrow, except in the event of a Seller default, a failure of a condition precedent in favor of Purchaser (other than contingency items required to be approved during the Contingency Period), or as otherwise specifically set forth in this Agreement, but, unless the purchase and sale of the Property is not consummated for any reason, shall be applicable to the Purchase Price. If the purchase and sale of the Property is not consummated because of a default under this Agreement on the part of Purchaser after the expiration of the Contingency Period, the Escrow Holder shall disburse the Deposit to Seller as liquidated damages pursuant to Section 10.1 below.

3.2 **Good Funds at Closing.** Upon the Escrow Holder's receipt of all Closing Items (defined in Section 4 below), Purchaser shall deposit with the Escrow Holder in good funds the balance of the Purchase Price less the Deposit plus or minus closing pro-rations, adjustments, and costs related to the Closing. The Purchase Price shall be disbursed to Seller by the Escrow Holder upon confirmation of the recordation of the Deed (as defined in Section 4.1.1) in the Official Records of Los Angeles County. All funds deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

4. Closing Deliveries to Escrow Holder.

4.1 **By Seller.** Seller hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder within one (1) Business Day prior to the Closing Date the following instruments and documents, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Purchaser.

4.1.1 **Deed.** An executed grant deed in the form attached hereto as **Exhibit C** ("**Deed**").

4.1.2 **Non-Foreign Certification.** Seller shall deliver to Escrow Holder a certification duly executed by Seller under penalty of perjury in the form of, and upon the terms set forth in, the Transferor's Certification of Non-Foreign Status ("**FIRPTA Certificate**"), setting forth Seller's address and federal tax identification number and certifying that Seller is a "United States Person" and that Seller is not a "foreign person" in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445 (as may be amended) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

4.1.3 **Closing Statement.** An executed settlement statement reflecting the pro-rations and adjustments required under Section 9.

4.1.4 **Closing Documents.** Any additional tax forms, recordation forms, 1099s or other documents as may be reasonably required by the Escrow Holder or the Title Company to consummate the transaction contemplated by this Agreement.

4.1.5 Prorations. The amount, if any, required of Seller under Section 9.

4.2 By Purchaser. Purchaser hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following instruments and documents, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Seller.

4.2.1 Purchase Price. Purchaser shall deliver to Escrow Holder the Purchase Price in accordance with Section 3.

4.2.2 Preliminary Change of Ownership Statement. Purchaser shall deliver to Escrow Holder a Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County.

4.3 Additional Closing Items. Each party shall also execute and deliver to the Escrow Holder such documents, certificates and instruments as may customarily be required in transactions of this type. The items required to be submitted to the Escrow Holder pursuant to this Section and Sections 4.1 and 4.2 above are referred to herein collectively as the "**Closing Items**."

5. Title. As evidence of title, within five (5) days of the Opening of Escrow, or as soon thereafter as is reasonably practical, the Seller shall deliver to the Purchaser a commitment for an ALTA non-extended owner's policy of title insurance with standard exceptions ("**Title Insurance Commitment**") issued by Fidelity National Title Insurance Company (Mr. Curt Taplin, Vice President, Title Officer, Fidelity National Title Insurance Company, 1300 Dove Street, Suite 310, Newport Beach, CA 2660, Telephone: (949) 221-4763, Email: curtis.taplin@fnf.com ("**Title Company**"), in the amount of the Purchase Price (or such amount as required by Purchaser), dated later than the Opening of Escrow, together with copies of all documents shown in the Title Insurance Commitment as affecting title ("**Title Documents**") and a scaled and dimensioned plot showing the location of any easements on the Property. At Closing, the Seller shall pay the premium for an ALTA non-extended coverage owner's policy.

The Purchaser shall have thirty (30) days from receipt of the Title Insurance Commitment and Title Documents to inspect the state of the title and matters affecting title, and to object to the matters shown thereby. Failure to object in writing within the above period shall constitute a waiver of the Purchaser's objections to title. If the Purchaser objects to any matter disclosed by the Title Insurance Commitment or Title Documents, then the Seller shall have ten (10) Business Days from the date it is notified in writing of the particular defects claimed, to elect, in its reasonable discretion, either: (1) to remedy the title defect that is the subject of the Purchaser's objection, or (2) not remedy the title defect that is the subject of the Purchaser's objection, at Seller's option: Seller's election shall be communicated in writing to Purchaser. If Seller elects not to remedy such title defect, then Purchaser shall have two (2) Business Days following receipt of Seller's notification under the preceding sentence to elect to either: (a) waive its title objection and accept title subject to the alleged title defect, or (b) terminate this Agreement and receive a refund of the Deposit.

Seller may cure any title objection that may be cured by the payment of a sum certain (such as existing mortgages, land contracts and other liens) by paying or depositing that sum at Closing.

Notwithstanding the foregoing, Purchase agrees to take title subject to any exceptions caused by Purchaser including but not limited to its exercise of the right to enter the Property as set forth in Section 8.2.

Notwithstanding the foregoing, Purchaser hereby objects to all liens evidencing monetary encumbrances (other than liens for non-delinquent general real property taxes to be paid by Purchaser under this Agreement) and Seller agrees to cause all such liens to be eliminated at Seller's sole cost (including all prepayment penalties and charges) prior to the Closing Date. At the Closing, Seller will provide the Title Company with a commercially reasonable owner's affidavit, which will include a representation by the Seller (if accurate as of the Closing) that will allow the Title Company to issue an endorsement to Purchaser's title policy against potential mechanic's and materialmen's liens (except to the extent as may have been caused by Purchaser); provided, however that if such representation is not accurate, Seller will work with the Title Company to provide alternative assurances to allow the Title Company to issue to Purchaser such lien endorsement at the Closing.

Notwithstanding anything to the contrary contained in this Agreement, if, at any time prior to the Closing, any updates to the Title Insurance Commitment are received by Purchaser, Purchaser shall have ten (10) Business Days (regardless of the date) following Purchaser's receipt of such update and legible copies of all underlying documents referenced therein (that were not referenced in the Title Documents previously provided to Purchaser) to notify Seller of objections to items on any such updates ("**Title Updates**"). Purchaser, at its sole election, may hire a land surveyor for the purpose of preparing an ALTA survey for the Property ("**Survey**"). Notwithstanding the foregoing, Purchaser shall have ten (10) Business Days after receipt of the Survey to object to any matters of survey in writing to Seller, in which event the procedure set forth in Section 5 above shall apply to such Survey objections. Notwithstanding the foregoing, Purchase shall not have the right to disapprove any exceptions caused by Purchaser.

6. **Possession**. Seller shall deliver and the Purchaser shall accept possession of the Property on the Closing Date.

7. **Conditions to Closing**. Seller's obligation to sell and Purchaser's obligation to purchase the Property shall be subject to and expressly conditioned upon satisfaction (or mutual waiver) of the following conditions precedent to the Closing set forth in Sections 7.1 through 7.2 below, which shall be exclusively for the benefit of Seller and Purchaser.

7.1 **DOF Approval.** Purchaser acknowledges that this Agreement shall be expressly contingent upon and subject to the approval by the DOF of the sale of the Property in a form satisfactory to the Title Company in order to issue the Title Policy.

7.2 **Approvals.** On the later to occur of the expiration of the Contingency Period or consistent with the Schedule of Performance, Purchaser shall have obtained any and all discretionary land use and other entitlements required for the Project, including without

limitation (but only as applicable), development agreement, lot split approval, site plan and design review, environmental assessment, and CEQA approval and associated mitigation measures for the Project (collectively, the "**Approvals**") from the City of Irwindale and all other governmental authorities with jurisdiction over the Property (collectively the "**Governmental Authorities**"), sufficient to allow Purchaser to develop the Project after the Closing. Purchaser may obtain ministerial permits, including without limitation (but only as applicable), demolition and building permits, following the Closing. Purchaser and Seller may not waive the condition without the mutual written consent of Purchaser and Seller, which consent may be withheld in Purchaser's or Seller's sole discretion. Purchaser shall bear the expense of obtaining any such Approvals.

7.3 **Site Plan and Architectural Renderings.** The Approvals shall require Purchaser to provide a site plan and basic architectural renderings of the Project. The site plan and basic architectural renderings shall be consistent with the Description of the Project attached hereto at **Exhibit B** and shall include a well-defined architectural concept for the Project showing vehicular circulation and access points, amounts and location of parking, location and size of all buildings (including height and perimeter dimensions) pedestrian circulation, landscaping and architectural character of the Project. Notwithstanding the foregoing, no Approvals shall be deemed final until approved by the City. Seller, in its capacity as owner of the Property, agrees to promptly cooperate with Purchaser, at no third-party cost to Seller, in all reasonable respects in obtaining the Approvals, provided that in no event shall the Approvals bind the Property or the Seller prior to the Closing. Seller's cooperation shall include without limitation, executing and joining in any applications or submissions made by Purchaser which require the consent or joinder of the record owner of the Property. Additionally, Seller hereby grants to Purchaser the right to negotiate directly with any Governmental Authorities having jurisdiction over the Property and/or the development thereof, provided that such negotiations do not bind Seller or the Property prior to the Closing.

7.4 **CEQA.** The development of the Project shall be subject to, and processed in accordance with the California Environmental Quality Act, at California Public Resources Code Section 21000 *et seq.* and regulations promulgated pursuant thereto ("**CEQA**"), which requires the Project to be reviewed by the City for its potential environmental impacts.

7.5 **Financial Information.** During the Contingency Period, Purchaser shall provide Seller with a letter evidencing a commitment ("**Commitment Letter**") from such lender(s) (in form and substance reasonably acceptable to Seller), indicating that such lender(s), has a definitive interest in financing the acquisition, construction and/or development of the Project by Purchaser. The Commitment Letter shall also outline the financial terms for any proposed financing for the Project. Purchaser shall also identify the sources of all equity financing ("**Equity Commitment**") to be used by Purchaser in the development of the Project. In the event the Project is to be financed exclusively by equity financing, the Equity Commitment shall evidence an amount sufficient to provide for the net acquisition costs of the Property and development of the Project by Purchaser. The Equity Commitment may be in the form of letters of intent from credit worthy investors. To the extent Purchaser wants such Commitment Letter or Equity Commitment or financial terms or financial statements to remain confidential, they shall be supplied to and maintained by the Seller in confidence to the extent permitted by law. Purchaser acknowledges that it may be requested to make certain confidential

financial disclosures to the Seller, its staff or legal counsel, as part of the financial due diligence investigations of the Seller relating to the potential development of the Project. The parties recognize that such financial disclosures may contain sensitive information relating to other business transactions of the Purchaser, that the disclosure of such information to third parties could impose commercially unreasonable and/or anti-competitive burdens on the Purchaser. Accordingly, the Seller agrees to maintain the confidentiality of any business records described in Government Code Section 6254.15, as may be provided by the Purchaser to the Seller or its consultants, as permitted by law. The Seller shall advise the Purchaser of any Public Records Act requests for such business records, and the proposed response of the Seller thereto, a reasonable time prior to the Seller's delivery of such response and, if the Seller proposes to disclose any such business records, the Seller shall first agree to confer with the Purchaser to consider any objections that the Purchaser may have to such disclosure and allow Purchaser reasonable time to seek to prevent such disclosure.

7.7 **Schedule of Performance.** It is the intention of Seller and Purchaser that the development of the Project and the Property be completed in a timely and an expeditious manner. Accordingly, Purchaser agrees to develop the Project in accordance with the times set in the Schedule of Performance attached hereto as **Exhibit D**.

8. **Purchaser's Contingencies and Contingency Period**. Within ninety (90) calendar days following the Opening of Escrow ("**Contingency Period**"), Purchaser shall have the right to perform and to seek any and all necessary investigations, inspections and approvals necessary to develop and operate the Project at the Property, as described in Sections 8.1 and 8.2 below:

8.1 **Review and Approval of Documents and Materials**. Within ten (10) days of the Opening of Escrow, Seller shall deliver to Purchaser any and all documents, reports, surveys, environmental assessments, engineering reports for the Property and other materials in Seller's possession or under its control or that of its agents, respecting the Property, including any Hazardous Substance Conditions Report concerning the Property, any Natural Hazard Zone Disclosure Report, and all lease agreements relating to any tenant or occupant then occupying the Property (collectively, "**Materials**"). During the Contingency Period, Purchaser may review and evaluate the Materials to determine whether the Property is appropriate for Purchaser's proposed use, in its sole discretion. As of the Agreement Date, Purchase acknowledges receipt of the following: (i) Phase I Environmental Site Assessment Report issued by Converse Consultants dated April 30, 2o15; and (ii) Phase II Environmental Site Assessment Report issued by Converse Consultants dated September 14, 2005. Purchaser is advised that there are no leases affecting the Property and there are no third parties in possession of the Property.

8.2 **Purchaser's Due Diligence & Survey.** During the Contingency Period, the Purchaser and its agents may, at the Purchaser's sole expense, conduct tests and physical inspections of the property, including building inspections and environmental site assessments desired by the Purchaser. Purchaser shall also conduct such investigations with regard to zoning, building codes, and availability of permits and approvals for its intended construction and use of the Property, as it deems prudent in its sole discretion. Seller shall grant Purchaser with reasonably regular access to the interior and exterior of the premises (if applicable) with forty-eight (48) hours advanced notice from Purchaser; and (ii) Purchaser shall provide evidence to

Seller that Purchaser 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 Seller as additional insured. Purchase 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 paragraph and shall maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California. Purchaser shall restore the Property to the condition that it was in prior to those tests and inspections and shall indemnify, defend and hold Seller harmless from all damages, costs, loss, expense (including attorney fees) and liability resulting from Purchaser's activities, acts and omissions on the Property, including, but not limited to, mechanic liens. Notwithstanding anything to the contrary contained in this Agreement, (i) the defense, indemnity and hold harmless provision contained in this Section shall not apply to the extent such liabilities arise in connection with the sole negligence or willful misconduct of Seller, its employees, agents, contractors, licensees or invitees and (ii) provided further that Purchaser shall have no liability to Seller or to its employees, agents or contractors by reason of, nor shall Purchaser have any duty to indemnify, defend or hold any person or entity harmless from or against, any liabilities, including, without limitation, any claim for diminution in value of the Property or for environmental remediation or clean-up costs, resulting directly from Purchaser having merely discovered and/or reported (to the extent required by applicable law) any adverse physical condition, title condition, environmental condition or other defect with respect to the Property. The foregoing provisions shall survive the Closing or any termination of this Agreement. Purchaser shall notify Seller in advance of its desire to conduct any inspections at the Property to give Seller adequate opportunity to make reasonable arrangements to have an representative of Seller present. At Closing, Purchaser shall take the Property subject to any title exceptions caused by Purchaser exercising this license to enter the Property. During the Contingency Period, the Purchaser shall have the right, but not the obligation, to cause a Survey of the Property at its own expense. The Survey report shall also: (1) be certified to the Purchaser and (2) be prepared and sealed by a registered California Property Surveyor. Copies of any final non-privileged, non-attorney-client work product reports and/or surveys prepared pursuant to this Agreement shall be delivered to Seller. Purchaser shall not be liable for reports/Survey and said reports/Survey is provided to the Seller for reference purposes only.

8.3 **Purchaser's Termination Rights.** Purchaser shall have the right at any time on or before the expiration of the Contingency Period to terminate this Agreement if, during the course of Purchaser's due diligence investigations of the Property and in connection with its obtaining of the Approvals, Purchaser determines in its sole and absolute discretion that the Property is not acceptable to Purchaser.

8.4 **Termination Notice.** Purchaser may exercise Purchaser's termination rights pursuant to Section 8.3 by delivering written notice of termination to Seller and Escrow Agent ("**Termination Notice**") on or before the expiration of the Contingency Period. Upon the timely delivery of such Termination Notice, (i) Escrow Agent shall immediately return the Deposit to Purchaser without the need for further instruction or approval of the parties, and (ii) this Agreement shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder. Notwithstanding anything contained herein to the contrary, if Purchaser fails to provide a Termination Notice or waiver of

contingencies on or prior to the expiration of the Contingency Period in accordance with the provisions of this Section 8, then Purchaser shall be deemed to have elected to terminate this Agreement and the Deposit shall be promptly returned to Purchaser without need for further instruction or approval of the Parties.

8.5 Disclaimer of Warranties. Purchaser shall acquire the Property in its "AS IS" condition and shall be responsible for any and all defects in the Property, whether patent or latent, including, without limitation, the physical, environmental, and geotechnical condition of the Property, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, wells, or other structures located on, under or about the Property. Except as expressly set forth in this Agreement, Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property. Purchaser acknowledges that, once Purchaser obtains title to the Property, any liability of the Seller for the environmental condition of the Property shall be extinguished, and that Seller shall have no liability for remediating any environmental condition of the Property. Purchaser shall indemnify Seller against any claim or liability relating to the environmental condition of the Property; provided, however, that Seller shall remain liable for, and shall indemnify Purchaser from and against, and shall pay the cost of (1) removing any hazardous materials released into the Property while Seller owned the Property, and of remediating the Property, (2) any third party claim that arose during Seller's ownership of the Property; (3) Seller's fraud or willful misconduct in connection with this Agreement; and (4) breach of Seller's Representation and Warranties. The foregoing indemnity obligations shall survive the Closing.

9. Prorated and Adjusted Items. The following items shall be prorated and/or adjusted as follows:

9.1 Taxes. Escrow is not to be concerned with proration of Seller's taxes for the current fiscal year. Seller is a public agency and, therefore, exempt from the payment of property taxes. Purchaser shall be responsible for all applicable prorated taxes once Purchaser obtains title to the Property.

9.2 Other Costs. Seller shall pay all water, sewer, telephone, and all other utility charges, if any, incurred on or before the Closing Date with respect to the Property. After the Closing, Purchaser shall pay all such charges. Seller shall pay the applicable transfer taxes, the cost of recording any curative instruments and the cost of an ALTA non-extended owner's title policy. Purchaser shall pay the cost of recording the Deed conveying title to the Property, the costs associated with Purchaser's financing, the cost of any extended coverage or an ALTA extended owner's title policy and the cost of any title endorsements. Escrow fees shall be shared equally by the parties. Each party shall pay its own legal fees.

10. Default.

10.1 PURCHASER'S DEFAULT. IF PURCHASER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY UNCURED MATERIAL DEFAULT OF PURCHASER (AND NOT DUE TO A FAILURE OF A CONDITION PRECEDENT), SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO PURCHASER.

PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY SELLER AS A RESULT OF SUCH DEFAULT BY PURCHASER, AND AGREE THAT THE DEPOSIT (INCLUDING ALL INTEREST ACCRUED THEREON) IS A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT PURCHASER BREACHES THIS AGREEMENT BY DEFAULTING IN THE COMPLETION OF THE PURCHASE, THE DEPOSIT (INCLUDING ALL INTEREST ACCRUED THEREON) SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF SELLER, AND SHALL BE PAID BY PURCHASER TO SELLER AS SELLER'S SOLE AND EXCLUSIVE REMEDY. EXCEPT FOR ATTORNEYS' AND OTHER FEES RECOVERABLE PURSUANT TO SECTION 23 BELOW AND ITS RIGHTS TO BE INDEMNIFIED AS PROVIDED IN THIS AGREEMENT ALL OF WHICH SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON, SELLER AGREES TO AND DOES HEREBY WAIVE ALL OTHER REMEDIES AGAINST PURCHASER WHICH SELLER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY PURCHASER. THE PAYMENT OF THE DEPOSIT (INCLUDING ALL INTEREST ACCRUED THEREON) AS LIQUIDATED DAMAGES IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

SELLER'S INITIALS: _____ PURCHASER'S INITIALS: _____

10.2 <u>SELLER'S DEFAULT</u>. IF SELLER FAILS TO COMPLETE THE SALE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY MATERIAL DEFAULT OF SELLER (AND NOT DUE TO A FAILURE OF A CONDITION PRECEDENT), PURCHASER MAY EITHER (I) PROCEED AGAINST SELLER BY BRINGING AN ACTION FOR SPECIFIC PERFORMANCE UNDER THIS AGREEMENT AND RECOVER ALL DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) RELATED THERETO, OR (II) TERMINATE THIS AGREEMENT IN WHICH EVENT THE DEPOSIT HEREIN SHALL BE RETURNED TO PURCHASER AND SELLER SHALL BE SOLELY RESPONSIBLE FOR PAYING ALL OF ITS COSTS IN PREPARING THIS AGREEMENT. PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY PURCHASER AS A RESULT OF SUCH MATERIAL DEFAULT BY SELLER AND AGREE THAT THE REMEDY SET FORTH IN CLAUSE (II) ABOVE IS A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT SELLER BREACHES THIS AGREEMENT BY MATERIALLY DEFAULTING IN THE COMPLETION OF THE SALE, AND PURCHASER ELECTS NOT TO EXERCISE THE REMEDY SET FORTH IN CLAUSE (I) ABOVE BUT INSTEAD ELECTS THE REMEDY SET FORTH IN CLAUSE (II) ABOVE, SUCH SUMS SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF PURCHASER WHICH IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO PURCHASER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. EXCEPT FOR ATTORNEYS' AND OTHER FEES RECOVERABLE PURSUANT TO SECTION 23 BELOW AND ITS RIGHTS TO BE INDEMNIFIED AS

PROVIDED IN THIS AGREEMENT, PURCHASER AGREES TO AND DOES HEREBY WAIVE ALL OTHER REMEDIES AGAINST SELLER WHICH PURCHASER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY SELLER.

SELLER'S INITIALS: _____ PURCHASER'S INITIALS: _____

11. **Time and Place of Closing; Outside Closing Date**. Consummation of this sale and purchase ("**Closing**") shall take place within forty-five (45) days after Purchaser obtains the Approvals, at which time Purchaser shall provide a written waiver to Seller ("**Purchaser's Closing Notice**") of all conditions to Purchaser's obligation to proceed to Closing, unless this Agreement has been duly and timely terminated pursuant to the provisions of this Agreement. Closing shall take place at the offices of the Escrow Holder and coordinated through their affiliate offices. As used herein, "**Closing Date**" means the date and time on which the Deed is recorded in the Official Records of the County.

In no event shall the Closing occur later than two hundred twenty-five (225) days following the Opening of Escrow ("**Outside Closing Date**").

12. **Pre-Closing Covenants**. Seller shall between the date hereof and the Closing Date, unless otherwise consented to in writing by Purchaser:

a. Maintain the Property in compliance with all applicable laws and in its present condition, reasonable wear and use excepted.

b. Not suffer or permit any new easements, encumbrances, liens or security interests to attach to the Property, or transfer or convey the Property or any portion or portions of the Property.

c. Not enter into or amend any contracts or agreements pertaining to the Property, which would survive the Closing and be binding upon Purchaser (excluding matters created by Purchaser).

d. Maintain hazard and liability insurance with respect to the Property, in amounts determined to be appropriate by Seller, in Seller's reasonable discretion.

13. **Risk of Loss**.

13.1 **Condemnation.** If before the Closing Date any action or proceeding is commenced for the condemnation or exercise of the rights of eminent domain with respect to the Property or any portion of the Property, or if Seller is notified by the duly authorized officer of a duly empowered condemning authority of the intent to commence such action or proceeding ("**Condemnation**") and if such Condemnation would materially and adversely affect the use or operation of the Property, have the effect of decreasing the square footage of the buildable area at the Property, or reduce or eliminate access to the Property, then Purchaser may either (a) terminate this Agreement, or (b) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price, on the condition that Seller must assign and turn over, and Purchaser will be entitled to keep, all awards for the Condemnation that accrue to

Seller; provided, however, if any award is rendered specifically to compensate Seller for Seller's lost goodwill, such an award shall belong to Seller. Seller may not negotiate, resist, or stipulate to any Condemnation without Purchaser's written consent. Seller must notify Purchaser of any notice of Condemnation of all or any portion of the Property within five (5) days after the receipt of such notice, and Purchaser must exercise its option(s) as provided in this Section 13.1 within fifteen (15) days after receipt of such notice. If necessary, the Closing Date will be extended to give Purchaser the full 15-day period to make such election. Notwithstanding the foregoing, if any condemnation action is commenced prior to the Closing Date, Purchaser shall have the right to terminate this Agreement and to receive the return of the Deposit, as well as a sum equal to Purchaser's out-of-pocket costs incurred in connection with this transaction.

13.2 Damage and Destruction. If before the Closing Date any damage or destruction of the Property, or any portion of it, occurs that is greater than $20,000, which would be the responsibility of Seller to cure, then within three (3) days after determination of the amount of the Insurance Proceeds (defined below) to be received with respect to such loss, Purchaser must elect, by written notice to Seller, either to: (a) terminate this Agreement (in which event the Deposit, and all accrued interest thereon, shall forthwith be returned to Purchaser and thereupon neither party shall have any further rights or obligations hereunder); or (b) receive an assignment of the Insurance Proceeds with respect to such loss and proceed to Closing without any reduction in the Purchase Price (in which event the Closing shall occur within thirty (30) days after such election). If Purchaser shall fail to provide such written notice of election within ten (10) days after determination of the amount of the Insurance Proceeds to be received with respect to such loss, then Purchaser shall be deemed to have elected to terminate this Agreement. As used herein, "Insurance Proceeds" means the proceeds from any and all insurance maintained by Seller with respect to the Property and/or to such loss, including without limitation fire and casualty and liability insurance.

14. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that, to Seller's actual knowledge as of the Agreement Date, except as set forth or otherwise disclosed in this Agreement, or in any exhibit to this Agreement, or in any schedule of exceptions attached to this Agreement:

a. This Agreement has been duly authorized and executed on behalf of Seller. As of the Opening of Escrow, this Agreement constitutes a valid and binding agreement, enforceable in accordance with its terms. As of the Opening of Escrow, Seller has obtained all consents, releases and permissions and has given all required notifications related to the transaction herein contemplated and required under any covenant, agreement, encumbrance, law or regulation to which Seller is a party or by which Seller is bound.

b. Seller is the fee simple owner of the Property. Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer or otherwise dispose of any portion or portions of the Property.

c. Seller has not received notice of violation of any applicable law, ordinance, regulation, order or requirement relating to Seller's operation or use of the Property.

d. To Seller's actual knowledge: (i) neither the Property nor any part thereof is in breach of any environmental laws; (ii) no part of the Property has ever been used as a landfill, dump, toxic waste disposal site or storage area; (iii) there are no underground storage tanks at the Property, or, with respect to removed tanks, at the time of removal, any contaminated soil was removed; and (iv) the Property is free of any Hazardous Materials that would trigger response or remedial action under any environmental laws or any existing common law theory based on nuisance or strict liability. This warranty is limited to matters of which Seller has actual knowledge, and Purchaser acknowledges that Seller has not made any affirmative investigation as to environmental issues affecting the Property in connection with this Agreement. As used in this Agreement, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

e. There is no litigation pending or to the actual knowledge of Seller, threatened, against or by Seller or the Property which relates to, or if decided adversely, could have a material adverse effect upon, the Property (including condemnation or similar proceedings).

f. Except as disclosed in writing to Purchaser by Seller as part of the Materials, there are no leases, licenses or other occupancy or use agreements, written or oral, in effect in which Seller has granted any party rights to possession or use of the Property or any portion thereof, nor has Seller given any party an option or right of first refusal to purchase any portion of the Property.

g. Except as disclosed in writing to Purchaser by Seller as part of the Materials, the Property is not subject to any operating, maintenance or repair contract or other agreements that will bind the Property or Purchaser after the Closing ("**Service Contracts**").

h. Except as disclosed in the Materials, Seller has no actual knowledge of any violations of health, environmental or other applicable law, ordinance, code, order or regulation in any respect with regard to the Property.

i. Seller is not aware of any inaccuracy or incompleteness of any of the documents, materials or reports contained in the Materials.

j. To Seller's actual knowledge and except for matters of record as of the date hereof, there are no bonds or assessments or charges for any public improvements or utilities made against the Property which remain unpaid (or which will remain unpaid by Seller as of the Closing Date).

k. No representation, statement or warranty by Seller contained in this Agreement or in any exhibit attached hereto contains or will contain any untrue statements or omits, or will omit, a material fact necessary to make the statement of fact therein recited not misleading. If, after Seller's execution hereof and prior to the Closing, any event occurs or condition exists of which Seller becomes aware which renders any of the representations contained herein untrue or misleading, Seller shall promptly notify Purchaser in writing.

All representations and warranties contained in this Agreement shall be deemed remade as of the Closing Date, except (i) for matters caused by Purchaser, and (ii) in the event of a change in circumstances not within the control of Seller affecting any representations or warranties set forth herein, in which case Seller shall provide written notice to Purchaser regarding such changed circumstances within a reasonable time following such change (not to exceed five (5) Business Days following the date the City's Development Services Director obtains actual knowledge of the changed circumstance), and prior to the Closing. As used herein, "actual knowledge" of Seller refers to the actual knowledge of Seller's employees and agents directly involved in the negotiation and/or drafting of this Agreement, those responsible for the acquisition or maintenance of the Property, the City Attorney and the City Clerk.

15. **Assignment**. This Agreement shall not be assigned by any party hereto to any person or entity without the express written consent of Seller; provided, however, that Purchaser may assign the Agreement without Seller's consent as follows: (a) to a California or Delaware qualified business entity that is formed for the purpose of carrying out all or a portion of the Project and for which Purchaser (or its partners) is a member or the manager or affiliated with; or (b) for the sale or transfer of an ownership or control interest between members of the same family; or transfers to a trust, testamentary or otherwise, in which the beneficiaries consist of solely of members of the trustor's family; or transfers to a corporation or partnership or other legal entity in which the members of the transferor's family have a controlling majority interest of fifty-one percent (51%) or more; or (c) for the sale or transfer of the portion of the Property consisting of the Commercial Pad (as defined in **Exhibit B** hereto) to an end user and/or to a tenant. Any such assignment shall release the Purchaser named in the Preamble of this Agreement from its obligations hereunder provided that (i) such assignee is financially viable, and (ii) assumes all obligations hereunder in a form acceptable to Seller.

16. **Business Days**. As used herein, the term "**Business Days**" refers to Monday through Thursday, excluding holidays on which the City of Irwindale or Seller are closed for business.

17. **Binding Effect**. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

18. **Broker's Commission; Indemnity**. Under separate agreement for Consulting and Real Estate Broker Services" dated November 12, 2014, as amended by the Seller on June 24, 2015 ("**Broker Agreement**"), Seller has retained Rosenow Spevacek Group, Inc. (CalBRE Corporate Broker License #01930929) for its services as a broker and advisor in this transaction ("**Seller's Broker**"). Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or person, other than the Seller's Broker, who can claim a sales or

brokerage commission, finder's fee or other commissions as a procuring cause of the sale contemplated in this Agreement. Should any broker or other person, other than Seller's Broker, seek payment for any sales or brokerage commission, finder's fee or other commission, then the party for whom such broker or person seeking payment shall indemnify, defend, and hold the other party ("**Other Party**") harmless from all costs and expenses (including reasonable attorney fees, court costs, litigation expenses and costs of defense) incurred by the Other Party in connection with such claim.

19. **Integration; Merger; Amendment; Survival of Representations**. Seller and Purchaser have not made any covenants, warranties or representations not set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties. Except as otherwise provided herein, all representations, warranties and covenants set forth in this Agreement shall survive closing. This instrument shall as to all prior drafts or forms exchanged between the parties or executed by the parties, be the sole effective instrument between them as to the provisions set forth in this Agreement. None of the terms and provisions hereof shall be altered or amended unless in writing and signed by the parties.

20. **Execution in Counterparts and by Fax/Email**. This document may be validly executed and delivered by facsimile transfer/e-mail and/or portable document format (collectively, "**Electronic Copy**"). Any signer who executes this document and transmits this document by Electronic Copy intends that the Electronic Copy of their signature is to be deemed an original signature for all purposes. Any such Electronic Copy printout and any complete photocopy of such Electronic Copy printout are hereby deemed to be an original counterpart of this document. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. **Notices**. All notices shall be in writing and delivered personally, by overnight air courier service, by facsimile transmission or email, or by U.S. certified or registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, one (1) Business Day after depositing with an overnight air courier, or two (2) Business Days after depositing in the mail immediately, upon transmission (as confirmed by electronic confirmation of transmission generated by the sender's machine) for any notice given by facsimile or email:

If to Seller: City of Irwindale as Successor Agency
5050 N. Irwindale Ave
Irwindale, CA 91706
Attn: City Manager

With a copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612
Attn: Fred Galante, City Attorney
Email: fgalante@awattorneys.com

If to Purchaser: Irwindale Industrial Clinic
6000 N. Irwindale Avenue, Suite A
Irwindale, CA 91702
Attn: Jack Feldsher and Joel Feldsher
Email: jackfeldsher@iiclinic.com and drjoelfeldsher@iiclinic.com

With a copy to: Hunt Ortmann Palffy Nieves Darling & Mah, Inc.
301 North Lake Ave., 7th Floor
Pasadena, CA 91101
Attn: Kevin J. Brody
Email: brody@huntortmann.com

22. **Governing Law**. This Agreement shall be construed according to the laws of the State of California.

23. **Attorney's Fees**. In the event any action or suit is brought by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorneys' fees, expert witness fees, accounting and engineering fees, and any other professional fees resulting therefrom.

24. **Expenses**. Seller and Purchaser shall pay their respective expenses and costs in connection with the preparation of this Agreement and other agreements and documents related to this Agreement and the transactions contemplated herein.

25. **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.

26. **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. 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.

27. **Qualification; Authority**. Each individual executing this Agreement on behalf of a party which is an entity, represents, warrants and covenants to the other party 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.

28. **No Waiver**. The failure of either 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.

29. **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 or e-mailed PDF copy of such execution shall be deemed an original.

30. **Miscellaneous**.

30.1 **Execution of Documents.** The parties agree to execute such instructions to Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

30.2 **Inducement.** The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

30.3 **Incorporation of Exhibits.** Exhibits A, B, C & D attached hereto are incorporated herein by reference.

30.4 **Relationship of Parties.** Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Purchaser with respect to the Property to be conveyed as contemplated hereby.

30.5 **Survival of Warranties.** It is the express intention and agreement of the parties to this Agreement that all covenants, representations and warranties made by Seller in this Agreement shall survive this Agreement, the recordation of the Deed and the Closing for a period of twelve (12) months.

30.6 **Limitation of Liability.** The parties agree that neither the holders of beneficial interests nor the trustees, officers, members, employees or agents of either party or any assignee or affiliate of either party shall be personally liable under the Agreement and all parties hereto shall look solely to the assets of the entity, for the payment of any claim or the performance of any obligation of either under this Agreement.

30.7 **Force Majeure.** If either Party is delayed or prevented from performing any act required in this Agreement by reason of any event beyond the reasonable control of either Party, including without limitation, by labor disputes, fire, unusual delay in deliveries, weather or acts of God, terrorism, delay in the issuance of permits or approvals, acts of governmental entities, unavoidable casualties or any other such causes beyond such Party's control, then the time herein fixed for completion of such obligation(s) shall be extended by the number of days that such Party has been delayed.

31. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

32. 1031 Exchange. Both Seller and Purchaser agree to reasonably cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange.

33. Representation by Counsel. Each party hereto represents and agrees with each other that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Agreement in its entirety and have had it fully explained to them by such party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence.

34. Interpretation. The parties to this Agreement participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, then this Agreement will be construed as if drafted jointly by the parties to this Agreement, and no presumption or burden of proof will arise favoring or disfavoring any party to this Agreement by virtue of the authorship of any of the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

REMINDER: Parties must initial Sections 10.1 and 10.2.

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

PURCHASER:
Irwindale Industrial Clinic,
a California general partnership

By: _____
Jack Feldsher, General Partner

By: _____
Joel Feldsher, General Partner

SELLER:
CITY OF IRWINDALE as Successor Agency to the Irwindale Community Redevelopment Agency

By: _____
Mark A. Breceda, Mayor

ATTEST:

_____
Laura M. Nieto, CMC, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, Seller Counsel

ESCROW HOLDER:

READ AND ACCEPTED:
FIDELITY NATIONAL TITLE
INSURANCE COMPANY

By: _____
Janette DeLap, VP, Escrow Officer

Dated: _____, 2016

EXHIBIT A

DESCRIPTION OF PROPERTY

That certain real property located in the City of Irwindale, County of Los Angeles, State of California, and is described as follows:

THAT PORTION OF THE EAST 5 ACRES OF THE WEST 10 ACRES OF THE NORTH 20 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF IRWINDALE, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON APRIL 21, 1877, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF SAID EAST 5 ACRES; THENCE SOUTH 00°06'21" EAST 330.26 FEET ALONG THE WESTERLY LINE OF SAID EAST 5 ACRES TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°55'54" EAST 193.06 FEET AND PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION 9 TO A POINT; THENCE SOUTH 00°06'41" EAST 124.00 FEET TO A POINT; THENCE NORTH 89°55'54" EAST 140.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID EAST 5 ACRES, SAID POINT BEING SOUTH 00°06'41" EAST 454.26 FEET MEASURED ALONG THE EASTERLY LINE OF SAID EAST 5 ACRES FROM THE NORTHEAST CORNER OF SAID EAST FIVE ACRES.

EXCEPT THEREFROM THE NORTH 25 FEET CONVEYED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES BY DEED RECORDED IN BOOK 6722 PAGE 134 OF DEEDS.

ALSO EXCEPT THEREFROM THE SOUTHERLY 25 FEET OF THE NORTHERLY 50 FEET CONVEYED TO THE CITY OF IRWINDALE, A MUNICIPAL CORPORATION, IN DEED RECORDED MAY 09, 1984 AS INSTRUMENT NO. 84-554445. BEING PARCEL "A" OF LOT LINE ADJUSTMENT RECORDED AUGUST 17, 1989, AS INSTRUMENT NO. 89-1328180 AND SHOWN ON EXHIBIT "B" ATTACHED THERETO AND MADE A PART THEREOF.

APN: 8417-035-902

EXHIBIT B

DESCRIPTION OF PROJECT

The proposed development of a +/-2.5 acre vacant parcel at 15768 Arrow Highway will contain two (2) new buildings on two (2) newly created legal parcels: (i) a one-story, approximately 13,000 square foot medical office building to be constructed on a parcel tentatively estimated to be approximately 60,000 to 70,000 square feet ("**Medical Office Building**"), and (ii) a commercial/R&D building to be constructed within approximately three (3) years from the date that Purchaser receives a certificate of occupancy for the Medical Office Building on a parcel tentatively estimated to be approximately 40,000 to 50,000 square feet ("**Commercial Pad**") for a commercial use to be determined and reasonably acceptable to the City. The development will provide approximately 80 on-site parking stalls for the Medical Office Building, and not less than the required number of parking spaces for the commercial building on the Commercial Pad based on its permitted use. The Project will require a parcel subdivision to create two (2) separate lots one for each of the two (2) buildings.

Site improvements will include the following:

- Continuation of the existing sidewalk and landscape design from the adjacent retail center.
- Emergency vehicle access from Hidalgo Street through to Arrow Highway
- Pedestrian and vehicle access to adjacent retail center
- New landscaping and irrigation for the medical office building

A Schematic site plan indicating the proposed location of the Medical Office Building, parking and landscaping will be provided for Seller's approval during the Contingency Period. Purchaser acknowledges that the location of buildings and circulation shall be designed and situated on the Property so as to cause the least amount of impact to adjacent residential uses as possible and will work with the City during the entitlement process to achieve this goal.

EXHIBIT C

GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

_____
_____
_____

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEE PER GOV. CODE § 27383

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF IRWINDALE as Successor Agency to the Irwindale Community Redevelopment Agency ("**Grantor**"), hereby grants to _____ ("**Grantee**"), all of its respective rights, title, and interest in the real property hereinafter referred to as the "**Property**" in the City of Irwindale, County of Los Angeles, State of California, as more particularly described in Attachment 1 attached hereto and incorporated herein by this reference.

1. Nondiscrimination Covenant. Grantee agrees to refrain from restricting the rental, sale, or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, age, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non segregation clauses:

(a) Deeds: In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and 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, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) Leases: In leases the following language shall appear: "The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"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, age, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee itself, or

any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) **Contracts**: In contracts pertaining to conveyance of the realty the following language shall appear: "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, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

The foregoing covenants shall remain in effect in perpetuity.

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

CITY OF IRWINDALE as Successor Agency to the Irwindale Community Redevelopment Agency

By _____
Mark A. Breceda, Mayor

ATTEST:

_____
Laura M. Nieto, CMC, Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, City Attorney

ATTACHMENT 1 TO GRANT DEED

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property located in the City of Irwindale, County of Los Angeles, State of California, and is described as follows:

THAT PORTION OF THE EAST 5 ACRES OF THE WEST 10 ACRES OF THE NORTH 20 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF IRWINDALE, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON APRIL 21, 1877, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

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APN: 8417-035-902

EXHIBIT D

SCHEDULE OF PERFORMANCE

	Item To Be Performed	**Time For Performance**	**Agreement Reference**
1.	Purchaser executes and delivers Purchase and Sale Agreement ("**PSA**") to Seller	Within 45 days of Seller's approval of this Agreement, or by _____, 2016	
2.	Purchaser provides Seller with financial commitments to finance for Project	During Contingency Period (estimated to be July 1, 2016 – August 31, 2016)	7.5
3.	Open Escrow	Within 3 days after execution of PSA by Seller	2
4.	Seller delivers to Purchaser Preliminary Title Report	Within 5 days after Seller execution of PSA	5
5.	Purchaser approves or disapproves title exceptions	Within 30 days after delivery to Purchaser of Preliminary Title Report, all documents listed in the Preliminary Title Report	5
6.	Seller delivers notice to Purchaser as to whether it will cure disapproved exceptions	Within 10 days after receipt of Purchaser's notice	5
7.	Seller makes Property available to Purchaser for inspection	During Contingency Period	8.2
8.	Purchaser submits complete application for Approvals.	Within 60 days after Oversight Board Approval	7.2
9.	Purchaser approves or disapproves the environmental and physical condition of the Property or waives condition	Within 90 days after Opening of Escrow	8
10.	Purchaser secures Approvals	Within 180 days after Opening of Escrow	7.2
11.	Purchaser prepares and submits to City construction plans, drawings, and specifications prepared in accordance with City approvals.	Within 90 days after Event No. 10 above	7.2
12.	Escrow Agent gives notice of fees, charges, and costs to close escrow	One (1) week prior to Closing	

	Item To Be Performed	Time For Performance	Agreement Reference
13.	Deposits into escrow by Seller:		
	(a) Executed Deed	On or before 1:00 p.m. on the business day preceding the Closing Date	4.1.1
	(b) Payment of Seller's Share of Escrow Costs	On or before 1:00 p.m. on the business day preceding the Closing Date	4.1.5; 9
	(c) Taxpayer ID Certificate	On or before 1:00 p.m. on the business day preceding the Closing Date	4.1.2
	(d) FIRPTA Certificate	On or before 1:00 p.m. on the business day preceding the Closing Date	4.1.2
14.	Deposits into escrow by Purchaser:		
	(a) Purchase Price required by Section 3.2.	On or before 1:00 p.m. on the business day preceding the Closing Date	3.2
	(b) Payment of Purchaser's Share of Escrow Costs	On or before 1:00 p.m. on the business day preceding the Closing Date	4.3; 9
	(c) Preliminary Change of Ownership Statement	Prior to Closing Date	4.2.2
15.	Seller or Purchaser, as case may be, may cure any condition to closing disapproved or waived; or may cure any default	Within 30 days after date established therefore, or date of breach, as the case may be	5
16.	Close of escrow; recordation and delivery of documents	Within 45 days of Purchaser obtaining the Approvals	11
17.	Purchaser pulls necessary grading permits and commences construction of Project	Within 60 days after the Closing	
18.	Purchaser completes construction of medical office building	Within 12 months after commencement of improvements.	

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

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Purchaser and Seller. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The Executive Director of Seller shall have the authority to approve extensions of time without Seller action not to exceed a cumulative total of 180 days.