AGENDA FOR THE REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

APRIL 11, 2018

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 (526) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).
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
1. **Conference with Real Property Negotiators**
Pursuant to California Government Code Section 54956.8

A. Property: 16203-33 Arrow Highway  
   Negotiating Parties: Housing Authority and Panattoni  
   Under Negotiation: Price and Terms  
   Conflict of Interest: None

C. Property: Las Casitas  
   Parties: Northridge Group & Housing Authority  
   Under Negotiation: Price and terms  
   Conflict of Interest: None

D. Property: 5134 Irwindale Avenue  
   Negotiating Parties: Housing Authority and IMD  
   Under Negotiation: Price and terms  
   Conflict of Interest: Breceda and Garcia

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

   Name of Case: City of Baldwin Park vs. City of Irwindale  
   Case Number: BS171622  
   Conflict of Interest: None

   Name of Case: Waste Management vs. City of Irwindale  
   Case Number: BS171509  
   Conflict of Interest: None

3. **Liability Claims**
Pursuant to Government Code Section 54956.95:  
Claimant: Various  
Agency claimed against: City of Irwindale

ADJOURN
OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

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

E. REPORT FROM CLOSED SESSION

F. CHANGES TO THE AGENDA

G. COUNCIL MEMBER TRAVEL REPORTS

H. ANNOUNCEMENTS

I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

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 March 28, 2018

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Second Addendum to the DDA with IMD Enterprises, LLC (Mayans Housing Project) Joint Item on Housing Authority agenda

Recommendation: (1) Adopt Resolution No. 2018-23-3017 and Resolution No. HA 2018-01-065 entitled, “A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY APPROVING A SECOND ADDENDUM TO THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE IRWINDALE HOUSING AUTHORITY AND IMD ENTERPRISES, LLC,” reading by title only and waiving further reading thereof; and (2) authorize the Chairperson to execute the Second Addendum to Disposition and Development Agreement and all documents in furtherance of the Second Addendum to the DDA, subject to approval as to form by Authority Counsel.

D. Request for Community Center Rental Fee Waiver – Iris Espino on behalf of the Irwindale Chamber Toastmasters Club 9811

Recommendation: Find that all requirements of the Fee Adjustment Policy for City Rental Facilities have been met for consideration of a fee waiver or adjustment, and approve the waiver of hourly Community Center rental fees for the Irwindale Chamber Toastmasters Club 9811 meetings for the remainder of 2018.

E. Award of Contract for the Police Department Public Counter Replacement Project: P-944

Recommendation: (1) authorize the City Manager to enter into an agreement with RS Construction and Development, Inc. in the amount of $39,790.00 for the Police Department Public Counter Replacement project and (2) approve a 20% project contingency in the amount of $7,958.00 to cover any unforeseeable conditions that may arise during construction; and (3) find that the project is categorically exempt from California Environmental Quality Act (CEQA).
F. Approval of Public Works Uniform Supply Services

Recommendation: (1) Adopt Resolution No. 2018-24-3018 entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR THE PUBLIC WORKS UNIFORM SUPPLY SERVICES BASED UPON U.S. COMMUNITIES PRICING,” reading by title only and waiving further reading thereof; and (2) authorize the City Manager to enter into the US Communities Acceptance Agreement with Cintas.

2. NEW BUSINESS

3. PUBLIC HEARINGS

4. CITY MANAGER’S REPORT

5. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held March 28, 2018

2. NEW BUSINESS

3. PUBLIC HEARINGS

4. ADJOURN
HOUSING AUTHORITY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

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1. CONSENT CALENDAR

A. Minutes

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1. Regular meeting held

B. Second Addendum to the DDA with IMD Enterprises, LLC (Mayans Housing Project) Joint Item on City Council agenda

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2. NEW BUSINESS
3. PUBLIC HEARINGS
4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on April 11, 2018 be posted at the City Hall, Library, and Post Office on April 5, 2018.

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

ROLL CALL:

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

Absent: Councilmember Larry G. Burrola

Also present: William Tam, City Manager; Fred Galante, City Attorney; Theresa Olivares, Assistant City Manager; Ty Henshaw, Chief of Police; Eva Carreon, Director of Finance; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

RECESS TO CLOSED SESSION

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

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

Property: United Rock Products Corporation Pit No. 3
Negotiating Parties: City of Irwindale and United Rock Products Corporation
Under Negotiation: Price and terms of sale

ACTION: Update provided; no further reportable action taken

Audit by California State Auditor's Office
Pursuant to California Government Code Section 54956.75

ACTION: Update provided; no further reportable action taken

RECONVENE IN OPEN SESSION

At 6:30 p.m., the City Council reconvened in Open Session.

CHANGES TO THE AGENDA

None.

COUNCILMEMBER TRAVEL REPORTS

None.

ANNOUNCEMENTS

COUNCILMEMBER ORTIZ

Councilmember Ortiz spoke on his attendance at last night’s Community Emergency Response Team (“CERT”) training graduation and thanked Los Angeles County staff for coordinating the program. He encouraged Irwindale residents to participate in future trainings. He also thanked Chief Henshaw and the members of the Police Department for the recent Neighborhood Watch
meeting held on Morada Street, noting that it was well-received by residents.

MAYOR PRO TEM AMBRIZ
Mayor Pro Tem Ambriz echoed Councilmember Ortiz's sentiments and spoke highly of the CERT training overall.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS
None

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS
CHAMBER OF COMMERCE BUSINESS OF THE MONTH - HABITAT FOR HUMANITY AZUSA RESTORE
The presentation was made.

PROCLAMATION OF APRIL 8-14, 2018, AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK
The presentation was made.

SPONTANEOUS COMMUNICATIONS
CINDY BANKSON
Cindy Bankson, representing Leadership Pasadena, spoke on a community leadership course for post-9/11 veterans in the San Gabriel Valley.

CHRISTOPHER LEES
Christopher Lees, representing Young's Market, provided details on Leadership Pasadena's plans for RED (Remember Everyone Deployed) Fridays.

MAYOR BRECEDA
Mayor Breceda commended both Cindy Bankson and Christopher Lees for their efforts.

CONSENT CALENDAR
MOTION
A motion was made by Councilmember Ortiz, seconded by Mayor Breceda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with the exception of Item No. 1C, which was removed for separate consideration. The motion was unanimously approved; Councilmember Burrola absent.
ITEM NO. 1A  
MINUTES  
The following minutes were approved:  
1) Regular meeting held February 28, 2018

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

ITEM NO. 1D  
CONSIDERATION OF REJECTION OF RFP'S RECEIVED FOR THE SENIOR CENTER NUTRITION PROGRAM RFP NO. 2017-0101  
1) All Requests for Proposals ("RFP's") for the Senior Center Nutrition Program RFP No. 2017-0101, were rejected, 2) the Senior Center Manager was directed to modify the RFP for this service, and 3) the Senior Center Manager was directed to re-advertise the RFP.

ITEM NO. 1E  
ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION CONTRACT – 2016/2017 RESURFACING PROJECT FOR IRWINDALE AVENUE AND FIRST STREET WITHIN THE CITIES OF IRWINDALE AND AZUSA; P945  
1) The changes in the work were ratified and the improvements and maintenance responsibility for the construction improvements on the 2016/2017 Resurfacing Project, which includes Irwindale Avenue from Gladstone Street to Arrow Highway within city limits and First Street from Irwindale Avenue to Martin Road in the cities of Irwindale and Azusa, were accepted; 2) the final construction contract amount of $399,361.49, was approved; 3) the City Clerk was authorized to record the Notice of Completion; and 4) the Finance Director was authorized to release the 5% retention amount for the construction project.

ITEM NO. 1F  
AWARD OF CONTRACT FOR 2017/2018 RESURFACING PROJECT; P953  
1) The City Manager was authorized to enter into an agreement with All American Asphalt, Inc. in the amount of $285,503.10 for the 2017/2018 Resurfacing Project; 2) the City Manager was authorized to enter into an agreement with Design Concepts Consulting, Inc. in the amount of $34,900.00 for construction support services, labor compliance oversight, and construction material testing services; and 3) a 20% project contingency in the amount of $64,100 was approved to cover any unforeseeable conditions that may arise during construction.
ITEM NO. 1G
ACCEPTANCE OF A CALIFORNIA URBAN FOREST COUNCIL TREE GRANT FROM WEST COAST ARBORIST AND APPROVAL OF AN ARBOR DAY EVENT IN APRIL 2018

1) A California Urban Forests Council Tree Grant from the City's Tree Trimming, Maintenance, and Inspection Services Contractor West Coast Arborist, was accepted; 2) the City Manager was authorized to enter into a three-year Watering Agreement with California Urban Forests Council and West Coast Arborist; 3) an Arbor Day Event was approved for April 14, 2018, to have volunteers in the community plant these trees; and 4) the City Manager was authorized to enter into a license agreement with San Gabriel Valley Corporate Center to provide parking for the Rivergrade Road tree planting location.

ITEM NO. 1H

The contract with DeNovo Planning for the preparation of an Initial Study and Mitigated Negative Declaration of Environmental Impact Report to be prepared in association with a legislative action application and land use entitlement application, was approved.

END OF CONSENT CALENDAR

ITEM NO. 1C
BALLISTIC PLATE SETS AND CARRIERS PURCHASE

MAYOR PRO TEM AMBRIZ

As requested by Mayor Pro Tem Ambriz, Chief Henshaw discussed the staff report.

MAYOR BRECEDA

Mayor Breceda spoke in support of approving this item.

MAYOR PRO TEM AMBRIZ

Mayor Pro Tem Ambriz also spoke in support of this item.
Resolution No. 2018-18-3012, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PURCHASE OF THIRTY TWO (32) BALLISTIC PLATE SETS AND CARRIERS TOTALING $11,153.44 AND WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(C)," was adopted, on the motion of Mayor Pro Tem Ambriz, seconded by Mayor Breceda, and unanimously approved; Councilmember Burrola absent.

NEW BUSINESS

ITEM NO. 2A
MID-YEAR FINANCIAL REVIEW AND ADJUSTMENTS TO THE FY 2017-18 BUDGET

Director Carreon made a PowerPoint presentation, which touched on the General Fund, revenue, major tax revenue trends, expenditures, special requests, reserves, the special mining fund as well as its reserves, budget preparations and challenges, and CalPERS impacts.

Councilmember Ortiz then asked about funding for the resident prescription program, to which Director Carreon indicated that 60% of the expenses related to the resident prescription program will be paid for using special mining funds, since 60% of the city is located within the mining area. She added that the resident prescription program was originally initiated to mitigate concerns due to the mining activities and their effects on residents' health.

Mayor Breceda expressed optimism for the future, though he stressed the need to exercise caution due to planned expenses, such as those related to PERS.

In response, Director Carreon advised that staff will bring forth details regarding its plan to address PERS. She added that, thanks to changes made in the way the resident program is administered, staff was able to achieve savings to the General Fund of about $100,000.
Councilmember Ortiz thanked Director Carreon for her presentation and stressed the need to plan for the future.

Mayor Breceda suggested to mitigate the sale of city land. He then expressed his pride in city staff for all their efforts and hard work, in spite of the cuts city departments underwent in recent years. He suggested other items, such as installing new lighting at street medians and replacing flags.

Responding to a question by Councilmember Garcia regarding options in dealing with the PERS issues, Director Carreon advised that cities without healthy fund reserves seem to be researching issuing bonds as a way to help fund PERS liabilities. However, since Irwindale has a healthy reserve, staff will research paying down the liabilities now in order to save on interest rates. Staff anticipates providing full details in the near future.

Councilmember Garcia also asked about purchasing insurance to protect vehicles in cases of catastrophic failures, to which Director Carreon advised that staff will conduct research and report back.

Mayor Pro Tem Ambriz recognized the outstanding cooperation between staff and the City Council, which contributed to the city’s current financial reserves.

Resolution No. 2018-22-3016, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING ADJUSTMENTS TO THE BUDGET FOR FISCAL YEAR 2017-18," was passed, approved, and adopted, on the motion of Mayor Breceda, seconded by Councilmember Ortiz, and unanimously approved; Councilmember Burrola absent.

Consideration of Joint Resolution No. 2018-20-3014 and SA 2018-21-3015 of the City Council of the City of Irwindale and the Successor Agency to the Irwindale Community Redevelopment Agency approving the transfer of certain real property to the City of Irwindale and making certain findings required by law.
City Manager Tam discussed the staff report.

Responding to a question by Councilmember Ortiz, City Manager Tam advised that staff has been unsuccessful in negotiating the purchase of the parking lot. This issue notwithstanding, staff will reach out to the property owner concerning property improvement plans.

City Attorney Galante advised that, in exchange for selling the parcel, staff understood that circulation issues and various site improvements would be conducted. He added that the city still retains those rights instead of the former Redevelopment Agency.

Resolution No. 2018-20-3014, entitled:
"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY TO THE CITY OF IRWINDALE AND MAKING CERTAIN FINDINGS REQUIRED BY LAW," was passed, approved, and adopted, on the motion of Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, and unanimously approved; Councilmember Burrola absent.

City Manager Tam reported that the Renaissance Pleasure Faire will take place from April 7 through 20 at the Santa Fe Dam.

There being no further business to conduct, the meeting was adjourned at 7:37 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk
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March 2018
March 16 - 31, 2018

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Report Total: 349,277.09
## Accounts Payable

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Report Total (119 checks): 349,499.87
Issue: Second Addendum to the ODA with IMO Enterprises, LLC (Mayans Housing Project)

City Manager's Recommendation:

That the City Council and Irwindale Housing Authority:


2. Authorize the Chairperson to execute the Second Addendum to Disposition and Development Agreement and all documents in furtherance of the Second Addendum to the DDA, subject to approval as to form by Authority Counsel.

Background and Analysis:

On December 18, 2013, a Disposition and Development Agreement ("DDA") was entered into by and between the Irwindale Housing Authority ("Authority") and IMD Enterprises, LLC ("IMD") for the development of sixteen (16) new single-family homes and rehabilitation of two (2) existing single-family homes as affordable housing units ("Mayans Housing Project"). On October 14, 2015, the Authority approved the First Addendum to the DDA, which provided for the development of one (1) additional unit and two (2) units to be rehabilitated. Since the approval of the First addendum to the DDA, the Authority has acquired additional parcels and it is now appropriate to add those to the DDA so the Mayans Housing Project may be developed as a single project.

Attached for your review and consideration is the proposed second addendum to the Disposition and Development Agreement between IMD and the Authority. This second addendum to the DDA is now necessary to provide for increased costs associated with on-site and off-site improvements and the development of two new single-family housing units to be developed on 5134 Irwindale Avenue. These units will be constructed along with the existing Mayans Housing Project and will be sold at affordable sales prices.
The following items have been amended to reflect clarification, changes or additions of language to the existing DDA:

- A total of twenty-three (23) units will be constructed or rehabilitated.
- The additional project cost increase of $1,245,548.00 is as follows: 1) the addition of two (2) new single-family housing units at 5134 Irwindale Avenue for a total fixed price of $1,133,548; and 2) a contingency fund not to exceed $112,000 for potential, to be determined costs, associated with the connection of the sewer service laterals and gas service laterals from the two (2) new single-family homes to the sewer main and gas main located in Irwindale Avenue.

Since the added parcel was contemplated to be included in the original Mayans Housing Project, the addendum is not intended to be a formal amendment to the DDA, but simply intended to incorporate the added parcels as well as update the costs of development of portions of the overall Site due to conditions discovered during development planning.

The approval of the addendum to the DDA is exempt from the California Environmental Quality Act ("CEQA") insofar as the City has previously approved or certified appropriate CEQA exemptions in considering the entitlements for the Mayans Housing Project and the present action herein is further exempt pursuant to a Class 32 Exemption under the CEQA Guidelines Section 15332 (In-Fill Development Projects).

Fiscal Impact:

Sufficient funds exist in the FY 2017-18 Housing Authority unspent budget to cover the additional project cost of $1,245,548. City Staff will process a budget transfer to transfer this amount to the First-Time Homebuyer project budget.

Review: 

Fiscal Impact: [Initial of CFO]

Legal Impact: Electronically Approved by City Attorney/Authority Counsel [Initial of Legal Counsel]

Prepared By/Contact: Theresa Olivares, Assistant City Manager

Phone: (626) 430-2294

William K. Tam,
City Manager / Executive Director

Attachment(s):
Attachment “A”: Resolution No. 2018-23-3017 and Resolution No. HA 2018-01-065 entitled, “A Joint Resolution of the City Council of the City of Irwindale and the Board of Directors of the Irwindale Housing Authority Approving a Second Addendum to the Disposition and Development Agreement by and Between the Irwindale Housing Authority and IMD Enterprises, LLC”
RESOLUTION NO. 2018-23-3017
RESOLUTION NO. HA 2018-01-065

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND
THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY
APPROVING A SECOND ADDENDUM TO THE DISPOSITION AND DEVELOPMENT
AGREEMENT BY AND BETWEEN THE IRWINDALE HOUSING AUTHORITY AND IMD
 ENTERPRISES, LLC

WHEREAS, the purpose of the Housing Authority ("Authority") is to provide
suitable, safe and sanitary housing opportunities for Irwindale residents;

WHEREAS, on December 18, 2013, the Authority approved a Disposition and
Development Agreement between the Authority and IMD Enterprises, LLC, Inc. for the
development of sixteen (16) new single-family homes and rehabilitation of two (2)
existing single-family homes as affordable housing units ("Project");

WHEREAS, on October 14, 2015, the Authority approved the First Addendum to
the DDA between the Authority and IMD Enterprises, LLC, Inc., which provided for the
development of one (1) additional unit and the rehabilitation of two (2) additional units;

WHEREAS, the Authority has acquired one additional site located at 5134 Irwindale
Avenue ("Site") for the development of two new single-family housing units;

WHEREAS, the addition of this Site will benefit the Authority by directly satisfying
the Authority's goals of fulfilling affordable housing needs of extremely low, very low,
and low income households;

WHEREAS, the additional cost increase for the on-site, off-site, and new
construction cost is an amount not to exceed One Million, Two Hundred Forty-Five
Thousand, Five Hundred Forty-Eight Dollars ($1,245,548);

WHEREAS, the Authority has sufficient funds to cover the anticipated costs;

WHEREAS, Authority and Developer enter into this Second Addendum to the DDA
in order to provide for the two additional units to be developed; and

WHEREAS, in accordance with the California Environmental Quality Act of 1970
("CEQA") and the CEQA Guidelines, the proposed project is exempt from CEQA
pursuant to a Class 32 Exemption under the CEQA Guidelines Section 15332 (In-Fill
Development Projects).

NOW, THEREFORE, the City Council and Board do hereby find and determine as
follows:

01005.00131271092.1
SECTION 1. The City Council and Board hereby find that all of the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. This City Council and Board hereby find and determine that no further environmental review of the project contemplated in the Addendum to Disposition and Development Agreement (Mayans Housing Project) pursuant to CEQA is required as the project is in furtherance of the creation of low to moderate income housing, pursuant to the provisions of §15180 of Division 6 of Title 14 of the California Code of Regulations and that the approval of the Addendum is further exempt from CEQA pursuant to a Class 32 Exemption under the CEQA Guidelines Section 15332 (In-Fill Development Projects).

SECTION 4. This City Council and Board hereby approve the Second Addendum to Disposition and Development Agreement (Mayans Housing Project), subject to approval as to form by the Authority Counsel.

SECTION 5. This City Council and Board further specifically authorize and direct the Authority staff to promptly take any and all actions necessary to implement the Addendum to Disposition and Development Agreement (Mayans Housing Project) and each and every term and provision contained therein.

SECTION 6. The Chief Deputy City Clerk and Authority Assistant Secretary shall certify to the passage and adoption of this Resolution and shall forthwith transmit a certified copy hereof to the Authority evidencing this City Council’s and Board’s approval of the Second Addendum to Disposition and Development Agreement (Mayans Housing Project).

PASSED AND ADOPTED this 11th day of April 2018.

Mark A. Breceda
Mayor and Authority Chair

ATTEST

Laura M. Nieto, MMC
Chief Deputy City Clerk
Authority Assistant Secretary
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF IRWINDALE  

I, Laura M. Nieto, Chief Deputy City Clerk, do hereby certify that the foregoing Resolution No. 2018-23-3017 was adopted at a regular meeting of the City Council held on April 11, 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

______________________________
Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF IRWINDALE  

I, Laura M. Nieto, Authority Assistant Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Resolution No. HA 2018-01-065 was adopted at a regular meeting of the Irwindale Housing Authority held on April 11, 2018, by the following vote:

AYES: Agency Members:

NOES: Agency Members:

ABSENT: Agency Members:

ABSTAIN: Agency Members:

______________________________
Laura M. Nieto
Authority Assistant Secretary
ADDENDUM NO. 2 TO DISPOSITION AND DEVELOPMENT AGREEMENT
(MAYANS HOUSING PROJECT)

This ADDENDUM NO. 2 TO DISPOSITION AND DEVELOPMENT AGREEMENT ("Addendum No. 2") is entered into by and between the IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic ("Authority"), and IMD ENTERPRISES, LLC, a California Limited Liability Company ("Developer") on April 11, 2018.

RECITALS

A. Developer and Authority entered into that certain Disposition and Development Agreement ("DDA" or "Agreement") on December 18, 2013, for the construction and rehabilitation of 18 in-fill units on 7 Parcels, plus additional units on properties the Authority contemplated acquiring for the purpose of creating a mixture of affordable housing units.

B. On or about October 14, 2015, the Authority and Developer entered into an Addendum to the DDA ("Addendum No. 1").

C. Through Addendum No. 1, the Authority and Developer documented additional properties to be included in the Project and the related development costs.

D. By this Addendum No. 2, the Authority and Developer desire to add the property located at 5134 Irwindale Avenue, Irwindale, CA 91706 to be included in the Project for the development of two (2) new homes and identify the related development costs.

In consideration of the foregoing, and the terms and conditions of the DDA, Addendum No. 1 and Addendum No. 2, the Authority and Developer hereby agree as follows:

Section 1. Update to Section 1.B (§ 102). Section 1.B of the DDA, entitled "Description of the Transaction" is revised in its entirety to update the Parcels included in the Project, to read as follows:

"B. (§ 102) Description of Transaction.

This Agreement contemplates that the Project consists of 23 in-fill units to be constructed and rehabilitated on 11 Parcels that will make up the overall Site, totaling approximately 132,076.5 square feet (3.03 acres), which will be developed in one phase, including creation of separate Parcels for each unit where required, as described in detail in Section 401 and in the Scope of Development. The Project shall include a mixture of affordable housing units. Of the 23 homes, it is estimated that four (4) will be restricted for sale to Extremely Low, six (6) will be restricted for sale to Very Low, five (5) will be restricted for sale to Low and at least six (6) will be restricted for sale to Moderate Income Households,
which numbers shall be revised based on Authority’s determination of the applicants’ needs. As of the date of Addendum No. 2, the Authority has not determined which restriction category will apply to two (2) homes. Any increase or decrease in the number of units to be developed shall be approved in Authority’s sole discretion and documented through an amendment to the relevant Exhibits to this Agreement mutually approved by the parties. The timing and development of the Project may be subject to many variables including but not limited to property acquisition costs, availability of financing, market conditions, and availability of purchasers for affordable homes; provided the Authority retains the right to adjust the affordable housing income levels, including market rate, depending on the needs of the community to maximize the opportunities for first-time homebuyers. The Authority does not intend to provide any financial subsidy for development or rehabilitation of any Parcel or improvements thereon intended to be sold at market rates, and nothing herein shall be construed to the contrary.

If the Authority determines to acquire additional lots owned by third parties (“Third Party Parcels”) as part of the ultimate Site, such acquisition shall be pursued subject to Section 401. If Authority does not acquire one or more of the Third Party Parcels, the Parties intend that the Project will be modified as reasonably necessary to accomplish Authority’s housing objectives. The Authority will provide financial assistance to Qualified Purchasers of Restricted Units in the form of junior mortgages in second lien position, which will be documented by a Regulatory Agreement, Notice of Affordability Restrictions, Promissory Note, and Deed of Trust between the Qualified Purchasers and the Authority consistent with state law requirements for affordable housing and the Housing Guidelines. Specifically, Authority is providing financial assistance only to those Parcels to be sold as restricted, affordable units to restricted income households, which financial assistance is supported pursuant to paragraph (5) or (7) of subdivision (e) of Section 33334.2 of the Health and Safety Code for use of moneys derived from the former ICRA’s Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the Health and Safety Code (and consistent with Section 33333.8(d) as to any funds transferred to the Authority from the former ICRA’s Low and Moderate Income Housing Fund), or using a combination of private funds and funds available pursuant to Section 33334.2 or 33334.3 of the Health and Safety Code or using Authority funds pursuant to Housing Authorities Law at Health and Safety Code sections 34200 et seq. The Restricted Units will be sold by the Developer to Qualified Purchasers at the fair market value to be determined by an appraiser retained by Developer upon securing final building plans per Section 403, 1. b. below. The Authority's second
loan will be equal to the difference between the fair market value and the then-applicable restricted sales price for a particular Unit and income level.”

Section 2. Update to Section 1.Y. (§225). Section 1.Y of the DDA, entitled “Site and Site Map” is revised in its entirety to document that a new Parcel, 5134 Irwindale Avenue, Irwindale, CA 91706 (APN: 8417-029-930 [formerly 8417-029-005]) (“New Parcel”), shall be included in the Project along with the Parcels identified in the DDA and Addendum No. 1, and shall now read as follows:

“Y. (§225) Site and Site Map.

The Project shall be located upon that real property, hereinafter referred to as the “Site”, consisting of approximately 132,076.5 square feet (3.03 acres) of non-contiguous land in the City of Irwindale, as shown in the “Site Map” attached hereto as Attachment No. 1. The Site will be divided into 23 Parcels, as shown in Attachment No. 1. The Site and its Parcels are legally described in the “Legal Description” attached hereto as Attachment No. 2. Unless otherwise specified, any reference herein to the Site shall include all Parcels thereof.”

Section 3. Update to Section 4.A.1(§401). Section 4.A.1 of the DDA, entitled “Makeup of Site” is revised in its entirety to update the Parcels included in the Project, to read as follows:

“1. Makeup of Site. Developer acknowledges the Site, in its ultimate configuration, consists of one or more Third Party Parcels, which may need to be separately acquired by Authority prior to their conveyance to Developer. The various Parcels, including the Agency Parcels and Third Party Parcels, are shown on the Site Map. The Parcels include the following:

a. 4804 Irwindale Avenue (APN 8417-033-953 & 954), was originally acquired by the ICRA, is located in an existing residential neighborhood and bordered by Irwindale Avenue and Calle Breceda. The parcel is currently zoned Single-Family Residential (R-1). Development thereon shall produce 8 units, all Single Story, 3 and 4 bedrooms, 2 bathrooms, with the size of the unit ranging approximately 1,600 to 1,750 square feet, on average lots of 6,438 square feet.

b. 4655 Fraijo Avenue (APN 8417-001-917), was originally acquired by the Authority, is currently a 1,383 square foot single-family residential unit located on this parcel, which was built in 1987. The parcel is zoned Single-Family Residential (R-1). The residential unit is in poor condition and requires major rehabilitation, including electrical, roof, interior/exterior paint, replacement of appliances, flooring, replacement of HVAC, and replacement of other fixtures. Developer shall provide required improvements as described in Attachment No 4.
Exhibit “D” to make this unit ready for sale. The residential unit has 3 bedrooms and 1½ bathrooms.

c. 4618 Nora Avenue (APN 8417-002-928), was originally acquired by the ICRA, is approximately 20,909 square feet and zoned Agricultural (A-1). No zone change would be required. Development thereon shall produce 3 units, comprising of 1 story units, 3 bedrooms, 2 bathrooms, with the size of the units of approximately 1,500 square feet, with lot sizes ranging from 5,600 to 8,200 square feet.

d. 15808 Hidalgo Street (APN 8417-028-906), was originally acquired by the Authority, is currently zoned Light-Multiple Residential (R-2) and would not require a zone change. The parcel is approximately 9,158 square feet. Development thereon shall produce 2 units, comprising of 2 story, 4 bedroom, 2.5 bathroom, the average unit will be approximately 1,650 square feet, with an average lot size of 4,579 square feet.

e. 15821 Hidalgo Street (APN 8417-028-908), was originally acquired by the Authority, is currently zoned Light-Multiple Residential (R-2) and would not require a zone change. The vacant parcel consists of approximately 6,889 square feet and shall produce 1 unit, comprising 1 story, 3 bedrooms, 2 baths, of approximately 1,650 square feet.

f. 15848 Juarez Street (APN 8417-028-907), was originally acquired by the ICRA, is currently zoned Light-Multiple Residential (R-2) and would not require a zone change. The parcel is approximately 9,158 square feet. There is currently one single family residential unit on the parcel which was built in 1947. The residential unit has 2 bedrooms and 1 bathroom, which will be demolished. Development thereon shall produce 2 units, each having 2 stories. The average unit will be 1,650 square feet, with 3 bedrooms, 2 baths, with an average lot size of 4,579 square feet.

g. 16046 Pepper Tree Lane (APN 8417-033-955) was originally acquired by the ICRA. This parcel is improved with a residential unit constructed in 1995, comprising of a 4 bedroom, 2 bathroom, 1,410 square foot unit, on a 6,656 square foot lot and zoned Agricultural (A-1). No zone change would be required. The residential unit is in poor condition and requires rehabilitation, including interior/exterior paint, replacement of appliances, flooring, and replacement of other fixtures. Developer shall provide required improvements as described in Attachment No. 4, Exhibit “D” to make this unit ready for sale.

h. 5130 Irwindale Avenue (APN: 8417-029-917) was acquired by the ICRA and sold by the Successor Agency to the Authority per the Long Range
Property Management Plan ("LRPMP") per Oversight Board Resolution Number 2014-06-020 Item #15. This parcel is zoned C-3, which allows residential development per Irwindale Municipal Code section 17.16. The vacant parcel consists of approximately 6,942 square feet and shall produce 1 unit, comprising 1 story, 3 bedrooms, 2 baths, of approximately 1,600 square feet.

i. 2449 Alice Rodriguez Circle (APN 8533-016-931) was acquired by the ICRA and sold by the Successor Agency to the Authority per LRPMP Oversight Board Resolution Number 2014-06-020 Item #16. The parcel is zoned Single-Family Residential (R-1) so no zone change is required, and is improved with a single story residential unit built in 2006, comprising of 4 bedrooms and 2 bathrooms. The unit size is 1,838 on a 5,980 square foot lot. The residential unit is in good condition and requires minor rehabilitation, including cleaning interior and exterior of housing unit, and landscape maintenance. Developer shall provide required improvements as described in Attachment No. 4, Exhibit “D” to make this unit ready for sale.

j. 16161 Peppertree Lane (APN: 8417-032-920) Owned by Housing Authority, purchased on June 16, 2014 and contained an existing covenant on the property due to Substantial Home Improvement Loan. This parcel is zoned A-1 so no zone change is required and contains a single story residential unit built in 1988, containing 3 bedrooms and 2 bathrooms. The unit size is 1,746 square feet on a 6,960 square foot lot. The residential unit is in fair condition and requires rehabilitation, including interior paint, cleaning of appliances, and replacement of other fixtures. Developer shall provide required improvements as described in Attachment No. 4, Exhibit “D” to make this unit ready for sale.

k. 5134 Irwindale Avenue, Irwindale, CA 91706 (APN: 8417-029-930 [formerly 8417-029-005]). Owned by the Authority, this parcel is zoned C-3, which allows residential development per Irwindale Municipal Code section 17.16. The vacant parcel consists of approximately 13,727.50 square feet and shall produce two (2) single story homes with each being approximately 1506 square feet and each home having 3 bedrooms and 2 baths."

Section 4. Update to Section 4.C.1(§403), at subsection b. Section 4.C.1.b of the DDA, entitled “Authority’s Financial Assistance to Developer” is revised to update the first sentence to be consistent with the updated mix of affordable units described in Section 1.B (§102) above, as revised by this Addendum.

Section 5. Update to Legal Description at Attachment No. 2. The Legal Description of the Site attached as Attachment No. 2 to the DDA shall be supplemented to add the New Parcel, as specifically provided in Attachment No. 2 to this Addendum.
Section 6. Update to Scope of Development at Attachment No. 4. The Scope of Development attached as Attachment No. 3 to the DDA, at Sections 1 and 3, and Exhibit A (Costs of Development) therein, shall be revised and/or supplemented to provide the information relative to added costs for the Original Parcels, the Added Parcels, and New Parcel as specifically provided in Attachment 4 to this Addendum.

Section 7. Full Force and Effect. Except as set forth in this Addendum No. 2, all terms of the DDA, as amended by Addendum No. 1, remain unchanged.

Section 8. Approval of Addendum No. 2. This Addendum No. 2 is subject to and will have no force or effect until and unless first approved by the Authority Board.
IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 2 as of the date of execution by the Authority.

“AUTHORITY”

IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic

Chairperson

ATTEST:

Authority Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante
Authority Counsel

“DEVELOPER”

IMD ENTERPRISES, LLC, a California Limited Liability Company

Name: Ismael Mayans
Title: President

Name:
Title:

[END OF SIGNATURES]
ATTACHMENT NO. 1 SECOND SUPPLEMENT

MAYANS DDA

SITE MAP

Attachment No. 1, as was supplemented by Attachment No. 1 Supplement, is further supplemented to add the Site Map for the New Parcel as shown in this Attachment No. 1 Second Supplement.

[See following pages]
ATTACHMENT NO. 2 SECOND SUPPLEMENT

MAYANS DDA

LEGAL DESCRIPTION

Attachment No. 2, as was supplemented by Attachment No. 2 Supplement, is further supplemented by this Attachment No. 2 Second Supplement to include the New Parcel as follows:

Legal Description for 5134 Irwindale Avenue, Irwindale, CA 91706:

Parcel 4, in the City of Irwindale, County of Los Angeles, State of California, as per map recorded in Book 4 page 58 et seq., of Official Maps, in the Office of the County Recorder of said Los Angeles County, California.

End of Legal Description
ATTACHMENT NO. 4 SECOND SUPPLEMENT

MAYANS DDA

SCOPE OF DEVELOPMENT

Sections 1 and 3 of the Scope of Development shall be revised to read as follows, with all remaining provisions of the Scope of Development remaining unmodified and in full force and effect:

“1. PROJECT CONCEPT

The Project Concept encompasses subdivision and development or rehabilitation by Developer of an approximately 132,076.5 square feet (3.03 acres) (hereinafter “Site”) in the City of Irwindale. The Project Concept includes the subsequent construction by Developer of single-family residences, a number of which shall be reserved for sale to Extremely Low, Very Low, Low, and Moderate Income Households. The Developer and Authority agree that the Site shall be subdivided, developed and improved by Developer in accordance with the provisions of this Agreement, which includes the Basic Concept Drawings, subject to all applicable codes, ordinances, and statutes including requirements and procedures set forth in the Irwindale Municipal Code, adopted in conjunction with or subsequent to adoption of this Agreement. Any issues regarding the Scope of Development that are not resolved herein or in the Agreement shall be resolved in accordance with the Irwindale Municipal Code.

The Developer will construct eighteen (18) new single-family homes on variety of scattered sites throughout the City and rehabilitate four (4) existing single-family homes on a total of 3.03 acres of land area. The new homes will be a combination of one and two story. The newly constructed homes will average 1,600 square feet of living area with 3 to 4 bedrooms with 2 to 2 1/2 bathrooms. All the homes will have two car garages. The lot sizes will range from 4,579 to 6,966 square feet.

The numbers and locations of the Restricted Units and Unrestricted Units are described in Section 3 below and estimates of construction costs, sales prices and an illustration of a Restricted Unit Sales Price calculation are attached hereto as Exhibits “A,” “B” and “C.” The actual Sales Price shall be determined by an appraiser to be retained by Developer and no later than thirty (30) days after the City’s approval of final building plans for the Project, subject to the provisions of Section 403, 1, b of this Agreement.”
3. **PROJECT BREAKDOWN**

A. **REHABILITATION OF 4 UNITS**

Developer shall perform renovations to the following Parcels and Units per Exhibit "D" to this Attachment No. 4:

1. 4655 Fraijo Avenue (APN 8417-001-917), was originally acquired by the Authority, is currently a 1,383 square foot single-family residential unit located on this parcel, which was built in 1987. The parcel is zoned Single-Family Residential (R-1). The residential unit is in poor condition and requires major rehabilitation, including electrical, roof, interior/exterior paint, replacement of appliances, flooring, replacement of HVAC, and replacement of other fixtures. Developer shall provide required improvements as described in Attachment No. 4, Exhibit “D” to make this unit ready for sale. The residential unit has 3 bedrooms and 1½ bathrooms.

2. 16046 Pepper Tree Lane (APN 8417-033-955) was originally acquired by the ICRA. This parcel is improved with a residential unit constructed in 1995, comprising of a 4 bedroom, 2 bathroom, 1,410 square foot unit, on a 6,656 square foot lot and zoned Agricultural (A-1). No zone change would be required. The residential unit is in poor condition and requires rehabilitation, including interior/exterior paint, replacement of appliances, flooring, and replacement of other fixtures. Developer shall provide required improvements as described in Attachment No. 4, Exhibit “D” to make this unit ready for sale.

3. 2449 Alice Rodriguez Circle (APN 8533-016-931) was acquired by the ICRA and sold by the Successor Agency to the Authority per LRPMP Oversight Board Resolution Number 2014-06-020 Item #16. The parcel is zoned Single-Family Residential (R-1) so no zone change is required, and is improved with a single story residential unit built in 2006, comprising of 4 bedrooms and 2 bathrooms. The unit size is 1,838 on a 5,980 square foot lot. The residential unit is in good condition and requires minor rehabilitation, including cleaning interior and exterior of housing unit, and landscape maintenance. Developer shall provide required improvements as described in Attachment No. 4, Exhibit “D” to make this unit ready for sale.

4. 16161 Peppertree Lane (APN: 8417-032-920) Owned by Housing Authority, purchased on June 16, 2014 and contained an existing covenant on the property due to Substantial Home Improvement Loan. This parcel is zoned A-1 so no zone change is required and contains a single story residential unit built in 1988, containing 3 bedrooms and 2 bathrooms. The unit size is 1,746 square feet on a 6,960 square foot lot. The residential unit is in fair condition and requires
rehabilitation, including interior paint, cleaning of appliances, and replacement of other fixtures. Developer shall provide required improvements as described in Attachment No. 4, Exhibit “D” to make this unit ready for sale.”

B. CONSTRUCTION OF 19 NEW UNITS

1. 4804 Irwindale Avenue (APN 8417-033-953 & 954), was originally acquired by the ICRA, is located in an existing residential neighborhood and bordered by Irwindale Avenue and Calle Breceda. The parcel is currently zoned Single-Family Residential (R-1). Development thereon shall produce 8 units, all Single Story, 3 and 4 bedrooms, 2 bathrooms, with the size of the unit ranging approximately 1,600 to 1,750 square feet, on average lots of 6,438 square feet.

2. 4618 Nora Avenue (APN 8417-002-928), was originally acquired by the ICRA, is approximately 20,909 square feet and zoned Agricultural (A-1). No zone change would be required. Development thereon shall produce 3 units, comprising of 1 story units, 3 bedrooms, 2 bathrooms, with the size of the units of approximately 1,500 square feet, with lot sizes ranging from 5,600 to 8,200 square feet.

3. 15808 Hidalgo Street (APN 8417-028-906), was originally acquired by the Authority, is currently zoned Light-Multiple Residential (R-2) and would not require a zone change. The parcel is approximately 9,158 square feet. Development thereon shall produce 2 units, comprising of 2 story, 4 bedroom, 2.5 bathroom, the average unit will be approximately 1,650 square feet, with an average lot size of 4,579 square feet.

4. 15821 Hidalgo Street (APN 8417-028-908), was originally acquired by the Authority, is currently zoned Light-Multiple Residential (R-2) and would not require a zone change. The vacant parcel consists of approximately 6,889 square feet and shall produce 1 unit, comprising 1 story, 3 bedrooms, 2 baths, of approximately 1,650 square feet.

5. 15848 Juarez Street (APN 8417-028-907), was originally acquired by the ICRA, is currently zoned Light-Multiple Residential (R-2) and would not require a zone change. The parcel is approximately 9,158 square feet. There is currently one single family residential unit on the parcel which was built in 1947. The residential unit has 2 bedrooms and 1 bathroom, which will be demolished. Development thereon shall produce 2 units, each having 2 stories. The average unit will be 1,650 square feet, with 3 bedrooms, 2 baths, with an average lot size of 4,579 square feet.
6. 5130 Irwindale Avenue (APN: 8417-029-917) was acquired by the ICRA and sold by the Successor Agency to the Authority per the Long Range Property Management Plan ("LRPMP") per Oversight Board Resolution Number 2014-06-020 Item #15. This parcel is zoned C-3, which allows residential development per Irwindale Municipal Code section 17.16. The vacant parcel consists of approximately 6,942 square feet and shall produce 1 unit, comprising 1 story, 3 bedrooms, 2 baths, of approximately 1,600 square feet.

7. 5134 Irwindale Avenue, Irwindale, CA 91706 (APN: 8417-029-930 [formerly 8417-029-005]). Owned by the Authority, this parcel is zoned C-3, which allows residential development per Irwindale Municipal Code section 17.16. The vacant parcel consists of approximately 13,727.50 square feet and shall produce two (2) single story homes with each being approximately 1,506 square feet and each home having 3 bedrooms and 2 baths."
ATTACHMENT NO. 4 SECOND SUPPLEMENT (Continued)

EXHIBIT A SECOND SUPPLEMENT

SUPPLEMENT TO COSTS OF DEVELOPMENT

The following Supplement to the Costs of Development describes the costs for the Original Parcels (as specified in the original DDA), the Added Parcels (as specified in Addendum No. 1), and New Parcel (as specified in Addendum No. 2) and shall read as follows:

Pursuant to Exhibit A of the DDA, Developer agreed to construct, rehabilitate, and deliver to Authority 18 in-fill units on 7 Parcels for a fixed price of $5,829,446. Subsequent to the execution of the DDA, the parties have added additional units and additional parcels to be incorporated into the project. Following Addendum Nos. 1 and 2 to the DDA, Developer now agrees to construct, rehabilitate, and deliver to Authority 23 in-fill units to be constructed and rehabilitated on 11 Parcels for a total fixed price of $8,119,255. The breakdown of the increases in costs as provided by Addendum Nos. 1 and 2 is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original DDA</td>
<td>$5,829,446</td>
</tr>
<tr>
<td>Addendum No. 1</td>
<td>$1,044,261</td>
</tr>
<tr>
<td>Addendum No. 2 (Fixed price)</td>
<td>$1,133,548</td>
</tr>
<tr>
<td>Addendum No. 2 (Contingency)</td>
<td>$112,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,119,255</strong></td>
</tr>
</tbody>
</table>

Fixed costs for Addendum No. 2 are shown in the following table on the following page:
### Addendum No. 2 Fixed Costs

**Land Cost**
- Closing Costs - New: 5,000
- Demolition & Clearance: 35,000
- Total Acquisition Cost: 40,000

**Total Land Cost**: 40,000

**Direct Costs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Sites</td>
<td>113,120</td>
</tr>
<tr>
<td>Off-Sites / Tract Improvement</td>
<td>62,594</td>
</tr>
<tr>
<td>Residential Shell</td>
<td>300,318</td>
</tr>
<tr>
<td>Garage Shell</td>
<td>51,300</td>
</tr>
<tr>
<td>Total New Construction</td>
<td>527,332</td>
</tr>
</tbody>
</table>

**Contingency - New Units**: 26,387

**Total Direct Costs**: 553,698

**Architecture & Engineering**: 108,700
- General & Administrative: 33,020
- Legal / Taxes / Accounting / DRE: 16,103
- Insurance, Gen Liab ,WC, Risk: 17,445
- General Contractor Fee: 30,454
- Permits & Fees: 63,000
- Security: 15,000
- Contingency: 14,186
- Performance Bonds: 11,074

**Total Indirect Costs**: 308,982

**Marketing & Sales Costs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing Cost</td>
<td>12,825</td>
</tr>
<tr>
<td>Home Warranty</td>
<td>4,750</td>
</tr>
<tr>
<td>Marketing &amp; Sales</td>
<td>28,500</td>
</tr>
</tbody>
</table>

**Total Marketing & Sales**: 46,075

**Financing Costs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest During Construction</td>
<td>35,205</td>
</tr>
<tr>
<td>Loan Points / Origination Fees</td>
<td>28,137</td>
</tr>
</tbody>
</table>

**Total Financing Costs**: 63,341

**TOTAL EXPENSES**: 1,012,096

**Developer Profit**: 121,452

**Total Fixed Development Costs**: 1,133,548
Addendum No. 2 Contingency

This Addendum No. 2 also includes a contingency fund not to exceed $112,000 for potential, to be determined costs, associated with the connection of the sewer service laterals and gas service laterals from the two (2) new single-family homes to the sewer main and gas main located in Irwindale Avenue.

While there appears to be two independent sewer laterals the new homes may be connected to, there is no way to confirm their existence and/or availability until exploratory potholing can be completed, and such investigation cannot be completed by Developer until the disposition of the property by the City. Should the sewer connection(s) not be located or usable, Developer would then need to connect at the sewer trunk which would require trenching through at least two stamped concrete sections at the intersection of Hidalgo Street and Irwindale Avenue. Each stamped concrete section covers an 11’ x 12’ area, and full sections would need to be replaced if any portion of the section needs to be cut. The location of the Gas Company main line may also require trenching through the existing stamped concrete area, and replacement of the same.

Developer shall provide an estimate of any work requested to be paid from this contingency, and receive advance written authorization for the same from the Authority prior to the commencement of such work. Developer shall also provide written proof of actual direct costs to Authority for items funded with this contingency. For an abundance of clarity, to the extent that actual costs for work associated with this contingency exceed this contingency, Developer is responsible for such cost overrun(s).

Under this Addendum, Developer agrees to construct and deliver to the Authority one (2) additional (3) bedroom, (2 bath), 1,806 square foot single family home (each as further described in this Addendum) for a total fixed price of $1,133,548 plus a contingency amount not to exceed $112,000. For an abundance of clarity, to the extent that the actual cost exceeds this amount, Developer is responsible for such cost overrun.
Date: April 11, 2018  
To: Honorable Mayor and Members of the City Council  
From: William Tam, City Manager  
Issue: Request for Community Center Rental Fee Waiver – Iris Espino on behalf of the Irwindale Chamber Toastmasters Club 9811

City Manager's Recommendation:

That the City Council find that all requirements of the Fee Adjustment Policy for City Rental Facilities have been met for consideration of a fee waiver or adjustment, and approve the waiver of hourly Community Center rental fees for the Irwindale Chamber Toastmasters Club 9811 meetings for the remainder of 2018.

Background and Analysis:

In 2005, the City adopted a "Fee Adjustment Policy for City Rental Facilities." The policy provides for granting fee waivers or reductions of fees for applicants who are residents, who would suffer a financial hardship and wish to use City facilities for events that are beneficial to the community or otherwise provide a public service.

The Irwindale Chamber Toastmasters Club wishes to hold their meetings at the Community Center and is thus requesting a fee waiver for the remainder of calendar year 2018. The club is a membership organization with minimal dues and a very limited budget. Staff has reviewed the Club's documentation establishing that payment of the rental fees for the Community Center would be a financial hardship for the group.

This application from the Irwindale Chamber Toastmasters Club meets all the criteria established by the policy for fee waiver or reduction. The appropriate findings can be made that the use of the facility would serve the public good by providing a benefit to the community and a public service through their provision of public speaking training for the residents and businesses of the city of Irwindale.

The policy provides for City Manager authorization of applications that conform to the waiver criteria and are $500 or less; in this case the rental fees for the remainder of the 2018 calendar year would total $960.00 (16 hours at $60 per hour).
Fiscal Impact:

If approved, the fee waiver will result in a loss of $960.00 to the General Fund, which helps defray the cost to the City of renting and staffing the facility for these events.

Review:

Fiscal Impact:  

Legal Impact: Electronically approved by City Attorney  

Prepared By/Contact:  Laura Snyder, Executive Assistant  

Phone:  (626) 430-2217  

Attachment(s):  Irwindale Fee Adjustment Policy for City Rental Facilities  

Application for Fee Adjustment of City Rental Facilities  

Community Center Rental Application
CITY OF IRWINDALE

FEE ADJUSTMENT POLICY FOR CITY RENTAL FACILITIES

The City of Irwindale would like to alleviate some financial difficulties associated with using City facilities by those suffering from a financial hardship and wish to use the City facilities to serve a public purpose. To achieve this goal, the City is implementing this "Fee Adjustment Policy for City Rental Facilities" to encourage the residents of Irwindale to participate and promote events that are beneficial to the community or otherwise provide a public service. The City will approve fee waivers or reductions for those Irwindale residents that meet the criteria below:

I. ADJUSTMENTS ARE AVAILABLE FOR THE FOLLOWING FEES

To achieve the City's goal of assisting the residents of Irwindale suffering from financial hardships, the following fees are available for waiver or reduction in an amount deemed appropriate by the City Council or the City Manager pursuant to the criteria in this Policy:

A. Community Center
B. Our Lady of Guadalupe Mission
C. Banquet Room and Kitchen
D. Picnic Shelter
E. Any other public facility as the City Manager or City Council, as appropriate, may approve

II. CRITERIA FOR CONSIDERATION

The City Council may grant fee waivers or reductions of fees for applicants who would suffer a financial hardship and wish to use the above City facilities for events that are beneficial to the community or otherwise provide a public service. The following criteria must be established to qualify for a fee waiver or fee reduction:

1. Applicants for fee waivers or reductions must be a resident of Irwindale.

2. Fee waivers or reductions may be granted for City fees where it can be shown, through documentary proof:
   a. The applicant will suffer a financial hardship; and
   b. Serve a public purpose by demonstrating that use of the City facility will:
i. **Benefit the community.** This includes, but is not limited to, circumstances where the applicant:

1. Supports civic or community programs for the City's residents or businesses; or,
2. Provides financial assistance to the City's residents or businesses.

ii. **Provide a public service or otherwise promote the public health, safety and welfare.** This includes, but is not limited to, circumstances where the entity provides needed donations or other assistance to residents and businesses of the City in areas such as:

1. Health care
2. Counseling services
3. Abatement of dangerous or unhealthful living or working conditions, including, but not limited to, those constituting violations of the Irwindale Municipal Code
4. Transportation needs of residents
5. Nutrition needs of residents
6. Educational assistance

### III. PROCESS FOR CONSIDERATION

An Irwindale resident who would like to be considered for a fee waiver or adjustment should complete an "Application for Fee Adjustment of City Rental Facilities" form and submit it to the Deputy City Clerk. The City Manager will review the request and, if it meets the criteria of this Policy, and the request is for five hundred dollars ($500) or less, the City Manager will provide the applicant with a response within fifteen (15) days. If the City Manager's decision is adverse to the applicant, the decision can be appealed to the City Council.

If the applicant requests a fee adjustment in excess of five hundred dollars ($500), and meets the criteria of this policy, the City Manager will agendize the item for City Council review and consideration under the guidelines of this Policy. If the City Council finds that all the requirements have been met, the waiver will be granted. Alternatively, the City Council may reduce such fee in an amount it deems appropriate based upon its assessment of the level by which the proposed activity meets the criteria outlined in this Policy. The decision of the City Council on any fee waiver or reduction shall be final.
CITY OF IRWINDALE

APPLICATION FOR FEE ADJUSTMENT
OF CITY RENTAL FACILITIES

IRWINDALE RESIDENT Iris Espino on behalf of Irwindale Chamber Toastmasters Club 9811

ADDRESS c/o Irwindale Chamber of Commerce 16102 Arrow Highway

TELEPHONE ___________ (home) ___________ (cell) (626) 430-2252 (work)

CITY RENTAL FACILITY Community Center

STATEMENT OF FINANCIAL HARDSHIP AND PUBLIC PURPOSE:

The Irwindale Chamber Toastmasters Club 9811 is a small nonprofit that provides public speaking training for Irwindale residents and businesses. The Club is a membership organization with minimal dues and a very limited budget.

Evidence of financial hardship and public purpose served (to support assertion of financial hardship, attach all documents establishing current financial situation, including all bank statements, most current tax forms, and essential expenses):

Reviewed by Staff

By signing below, I confirm that all of the above and attached information is true and correct. By signing below I also attest to the fact that payment of City fees for the City's rental facilities is a financial hardship and will serve a public purpose.

Applicant Signature ______________________ Date ____________

Office Use Only

Event Date: __________ Fee Waiver Amount $ __________

Manager Approval: __________________________________________

City Manager Approval: ________________________________________

William K. Tam
City of Irwindale
Facility Use Agreement

Policy Statement

The City of Irwindale ("City") Community Center and Mission Historical Site are available to the public for civic, social, educational, athletic, cultural activities and limited commercial use. It is the intent of this Facility Use Agreement ("Agreement") to provide use regulations and application and scheduling procedures to accommodate groups that wish to use these City facilities.

The person signing this Agreement, and the organization on whose behalf this Agreement is entered into (collectively the "Applicant"), are jointly responsible for compliance with the terms and conditions of this Agreement. All Applicants are required to read, complete, and sign this Agreement and initial on the bottom of each page where designated. A person who is at least eighteen (18) years of age must sign this Agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this Agreement.

Name of Facility to Be Used

✓ Irwindale Community Center: 16102 Arrow Highway, Irwindale, CA 91706
☐ Irwindale Mission Historical Site: 16239 Arrow Highway, Irwindale, CA 91706

Applicant Information

☐ Resident/City Employee ☑ Non resident

Contact name: Iris Espino Tel.: (626) 430-2252
Organization: Irwindale Chamber Toastmasters Club 9811
Address, City, State, Zip: c/o Irwindale Chamber of Commerce, 16102 Arrow Highway, Irwindale, CA 91706
Email: iespino@irwindaleca.gov

Event Information

Type of event: ☑ Meeting ☐ Wedding ☐ Birthday ☐ Family gathering ☑ Fundraiser
☐ Other (Describe) ____________________________

Date of event: 1st and 3rd Wednesdays

Event time: 8:00 am to 9:00 am

Estimated attendance: 20-25

Total hours: 2 hours monthly

Set-up date: Time: to Total hours: __________

Set-up date: Time: to Total hours: __________

Clean-up time: to Total hours: __________

Will alcohol be served? Yes ☐ No ☐

Will food be served? Yes ☐ No ☐

Open to the public? Yes ☑ No ☐

Will there be music? Yes ☑ No ☐

Admission fee charged? Yes ☐ No ☑

If yes, how will music be provided (DJ, live band, etc.) ____________________________

01005.0001/245970.2 Page 1 of 12 Initials ______
CITY OF IRWINDALE USE ONLY

☐ APPROVED    ☐ DENIED    Authorized By:___________ Date:_________

Insurance certificate received?  Date:_________

ABC License received?  Date:_________

Security authorization received?  Date:_________

Room set up provided?  Date:_________

Refund issued?  Date:_________

PAYMENTS RECEIVED

Refundable Deposit

$300.00  Date received:_________  Staff Initials:_________

Set up and clean up rental time

$20.00 X _______ hours = $___________  Date received:_________  Initials:_________

Rental

$_________ X _______ hours = $___________  Date received:_________  Initials:_________

Insurance

$_________  Date received:_________  Staff Initials:_________

Security Services Certificate

Date received:_________  Staff Initials:_________
Reservations

1. Reservations for a City facility may be made up to 1 year prior to the event but no later than 10 working days before the event.

2. Any reservation made 6 months or more prior to the function requires a $50.00 pre-registration deposit in addition to the refundable deposit amounts. The $50.00 shall be forfeited if function is cancelled; otherwise the $50.00 shall be applied toward the refundable deposit.

3. While an Applicant may make a reservation, a City facility is not deemed rented until (1) Applicant delivers to the City this signed Agreement, rental fees, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the City; and (2) the City, in its sole discretion, approves such rental.

4. Applicant must provide all information as may be required by the City’s Department of Senior Services ("Department") to assure compliance with the requirements and regulations of this Agreement.

5. Applicant acknowledges that neither the City nor the Department assumes any liability for any injury or loss or damage of personal property.

6. Prior to the use of the facility, the application must have approval of the Department’s designated representative.

7. Proof of residency is required at the time of application in order to receive the resident rate.

8. This Facility Use Agreement and permit, which authorizes the rental of facilities, may be revoked for violation of any rental policies.

Security Deposit and Payments

1. An Applicant will be required to pay a security deposit in an amount that will promote use of the City’s facilities in an orderly manner without damage to the facilities. Security deposits will be refunded upon inspection of facilities and confirmation that no property damage has occurred or additional clean-up is required.

2. The Applicant must sign the return deposit verification form at the beginning and end of the rental function. The refundable deposit is forfeited if:

   a. The Applicant fails to accompany the City employee and security officer(s) during the walk through at the beginning and conclusion of the function, or is not present during the scheduled function; or

   b. The City’s facility custodian is unable to clear and lock the facility at the time the function is scheduled to end due to the actions or in-actions of the Applicant; or

   c. The Applicant occupies the facility at a time other than that requested on his/her/its application, causing the City’s facility custodian on duty to work unscheduled hours; or

   d. The Facility is damaged in any way, including damaged, broken and/or missing equipment, graffiti, vandalism, or similar damage; or

   e. The Facility, parking lot, city vehicles or any other city owned property is damaged or left in an unacceptable manner.

3. Below are the current deposit rates:

   Initials _____
COMMUNITY CENTER (Kitchen included)

- Refundable deposit: $300.00
- Set up and clean up rental time: $20.00/ Hour
- Rental - Irwindale Resident/City employee: $60.00/ Hour
- Rental - Non Resident: $110.00/ Hour

MISSION HISTORICAL SITE

- Refundable deposit: $150.00
- Set up and clean up time: $20.00/ Hour
- Irwindale Resident/City employee: $50.00/ Hour
- Non Resident: $100.00/ Hour

SECURITY

- $35.00/ Hour

Contact security company directly to arrange for certificate of security.

4. All applicants, regardless of status, must pay the applicable refundable deposit. However, the City Manager may, in the best interest of the City, waive any portion or all fees for non-profit or community-based organizations.

5. All refundable deposits to be refunded will be paid by a City check to the Applicant stated on the application within 30 days.

6. A $10.00 Cancellation Service Charge shall be assessed if the function is cancelled 60 days or more prior to function date. If the cancellation is made less than 60 days prior to the function, a $100.00 cancellation fee will be charged.

7. Rental fees are to be paid no less than 15 working days prior to decoration and/or function date. Fees received less than 15 working days prior to the decoration and/or function date must be made in cash and a 10% per day penalty will be charged on the rental balance.

8. If paying by check fees by check, the name on the check must match the name stated on the application.

Regulations and Restrictions

All uses of City facilities will be subject to the following regulations and restrictions:

A. Insurance and Indemnification.

1. When it is deemed to be in the best interest of the general public, the City will require the Applicant to furnish a Certificate of Insurance naming the City as additionally insured. The amount of the insurance shall not be less than $1,000,000 per occurrence of commercial general liability insurance.

2. Insurance is available at the following estimated rates (City will provide quote for insurance, based on type of rental and number of rental days requested):

   **INSURANCE**
   - No alcohol: $81.00/ Day
INSURANCE
With alcohol $240.00/Day

3. Note, if insurance is purchased from the City and Applicant cancels within 15 days of rental date, insurance will be returned minus a $10.00 administrative fee.

4. The City shall require the applicant to carry general liability insurance when alcohol is available. The City shall require a full liquor liability premium in addition to general liability insurance when alcohol is sold in exchange for money. The cost of the required liability insurance shall be solely borne by the Applicant.

5. To the full extent permitted by law, Applicant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the use of the City's facilities provided herein by Applicant, its guests, employees, agents, subcontractors, or invitees ("indemnors") and in connection therewith:
   i. Applicant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
   ii. Applicant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the use of the City's facilities provided herein by indemnors; and Applicant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
   iii. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Applicant for such damages or other claims arising out of or in connection the use of the City's facilities provided herein, Applicant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.
   iv. Applicant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from use of the City's facilities hereunder.
   v. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Applicant and shall survive termination of this Agreement.
B. Alcohol.

1. The City Manager or his/her designee has the authority to approve or disapprove all applications for serving of alcoholic beverages.
2. Groups or individuals wishing to serve alcoholic beverages must submit an application at least eight (8) working days prior to the event.
3. If alcohol is to be sold:
   f. The responsibility for obtaining all required permits from the California Department of Alcoholic Beverage Control ("ABC") is the duty of the Applicant and necessary when selling alcohol.
   g. Alcoholic beverages shall be sold only by the person possessing a valid permit from ABC.
   h. The ABC Permit must be displayed over the bar throughout the activity/event.
   i. Service, sale and consumption may be permitted only at those events for which the ABC so specifies.
4. Bring your own (B.Y.O.B.) events are prohibited.
5. No glass bottles or containers will be allowed (other than champagne service). All champagne bottles must be opened in the kitchen.
6. No unused or leftover alcoholic beverages shall be allowed to remain on premises.
7. For purposes of the Irwindale Mission Historical Site, alcohol may only be served outside.
8. Alcohol is not allowed when an event is designated for minors such as school age award programs, birthday parties and/or receptions.
9. No alcoholic beverage shall be served to any person less than 21 years of age. Injuries caused to any person as a result of alcoholic beverages being served to or consumed by someone under the age of 21 while on the City's premises, shall be the sole responsibility of the organization or individual renting the facility.
10. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the ABC. Violators are subject to criminal prosecution, and reported violators will be denied approval of subsequent requests to use a City facility.
11. Any organization using City facilities shall be solely responsible for obtaining all permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.
12. Alcohol may only be served by an adult 21 years of age or older. If evidence is found that alcohol is being served that was not authorized by the City or to a minor the Police will be notified and the event will be terminated and all fees and deposits will be forfeited.

C. Security and Supervision.

1. Security is required when alcohol or music (live band, DJ, instrumental, etc.) is included at the function. A personal radio or boom box is excluded from the definition of music.
2. Security shall be provided by a private security company agency approved by the City. Applicant shall be responsible for procuring and paying for said security officers. Security officers are required to remain at the City facility one-half hour longer than the event to ensure the premises are cleared and secured.

3. Applicant is solely responsible for supervising all individuals at the City facility and adjoining property during the event. The City is not responsible for providing this supervision.

4. When alcohol is served, there shall be at least one security guard present at the facility at all times. The guards must arrive 30 minutes before guest arrival time and remain until the contract end time. The parking lot must be monitored every 30 minutes. The security guards shall have the authority to enforce all rules and regulations governing facility rentals. In the event that the Police are called, the cost of their services shall be deducted from the Applicant’s security deposit. The Applicant will be billed for any costs exceeding the security deposit.

D. Set-Up, Clean-Up, and Decorations.

1. Applicant and his/her/its agents, including caterers, bands, transportation of rental equipment, and related individuals, will not be permitted access to the Facility prior to or after the event time period approved by the City. Applicant shall not prepare or decorate the Facility prior to the event start time, unless Applicant provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.

2. Applicant shall be responsible for arranging access during the time requested for entry and exit of the Facility.

3. Applicant shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein. No decorations are to be hung on sprinklers.

4. The use of rice, birdseed, confetti, glitter, silly string, or candles is prohibited.

5. Applicant shall be responsible for clean-up of the entire Facility, including adjacent grounds, at the end of the rental. Applicant shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Applicant shall also leave all fixtures, if any, in good working condition.

6. The Community Center kitchen should be cleaned and wiped down. Applicant is not to mop floors in the kitchen, foyer or bathrooms.

7. Tables should be wiped down. Tables and chairs are to remain where they are. Applicant is not to fold and/or stack tables or chairs.

8. Applicant is not to vacuum floors.

9. Decorations are to be taken down and removed.

10. Applicant shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the City.

11. Cleanup must be completed prior to 12:00 midnight of the function date. The Community Center should be cleaned one hour prior the ending of the function. If you feel one hour is not sufficient, please allow more time.
E. Kitchen Use, Equipment, and Accessories.

1. An Applicant using the Community Center kitchen shall furnish dishes, silverware, cooking utensils, all paper products, towels, soap, etc.
2. Requests for table and chair arrangements must be submitted the Monday preceding the rental function or the room set up will be made at the discretion of the City.
3. Applicant shall not remove, relocate, or take any City property outside of the Facility for any reason without the prior written approval of the City.
4. The City does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Applicant, at its own cost, may bring these systems into the Facility for their use.
5. All music equipment must be contained within the enclosed walls of either the Community Center and/or the Mission.

F. Miscellaneous.

1. Smoking is prohibited in all City facilities including restrooms and within 20 feet of all entrances.
2. Facilities and equipment are to be left in the same condition as they were prior to the rental. The Applicant is responsible to pay for any damage to property or loss of property. A fee equal to total replacement cost will be charged. It shall be the responsibility of the Applicant to see that unauthorized portions of the facility are not used. Continued or repeated use of City facilities will be contingent upon care of the facility, property and equipment, and observance of all approved rules and regulations.
3. No gambling of any kind shall be conducted on, or in, City facilities, and the Applicant shall ensure that no disorderly or illegal conduct shall be allowed in any facility. Charitable events and/or fundraisers in support of non-profit organizations that include a "Casino Night" or similar event where no monies are wagered are excluded from this prohibition.
4. Private groups wishing to collect fees, donations or admission charges, or those using the facility to market a product, give a presentation, or advertise their business, will be considered commercial users.
5. The posted occupancy of City facilities shall not be exceeded.
6. Storage space will not be granted at any time.
7. A City facility is available for rental seven days a week, between the hours of 7:00 a.m. - 12:00 midnight. Facilities are not available for reservations on the following holidays: Christmas Eve, Christmas Day, Cesar Chavez Day, Easter, Independence Day, Labor Day, Memorial Day, New Year's Eve, New Year's Day, and Thanksgiving.
8. All persons using the facilities shall observe and obey regulations of this policy, the rules of the Department, and all applicable City, State and Federal laws, rules and regulations.
9. Minors must remain in the rented facility room and shall not be allowed to roam.
10. Any intended use of outside vendors must be disclosed in the application and if permitted shall comply with applicable insurance requirements.
11. No open flames are permitted including the use of candles.
12. Maximum capacity is 100 people for assembly at the Community Center.
13. Seating capacity for dining at the Community Center is 72 people.
14. No animals are permitted at the Facility, with the exception of service animals.
15. No one is permitted upstairs or in the elevator at the Community Center.
16. Be advised that guests are not allowed in the flower beds and are not to be throwing items into the Community Center fountain.
17. The Mission may not, under any circumstances, be used for regular church services. It may be rented, as are other City Facilities, for specific events such as parties, weddings, meetings, wakes, christenings, etc.
18. Applicant acknowledges the limited parking at the Mission. Adequate measures to ensure sufficient parking may be imposed. Failure to provide adequate parking and/or disruption of the neighborhood may result in termination of the event.
19. Applicant acknowledges that the Mission is located adjacent to a residential neighborhood. Loud noise must be controlled. Receipt of noise complaints by the City may subject the event to immediate termination.
20. The City is not responsible for lost or stolen items.
21. Applicant shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
22. The City of Irwindale may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
23. The facility shall be used for the purpose stated in this Agreement and no other use will be permitted.
24. Applicant shall be responsible for securing all required permits and licenses.
Any violation of the above or any part of this Agreement or report of false information to the City of Irwindale may refuse Applicant from further use of the Facility and deny further requests for a period of up to two (2) years at the discretion of the City Manager or his/her designee. Moreover, Applicant shall forfeit a portion of or all of the rental fee and/or the deposit.

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Print Name  Iris Espino
Signature  
Organization  Irwindale Chamber Toastmasters Club 9811
Address  18102 Arrow Highway, Irwindale, CA 91706
Telephone  (626) 430-2252
Date  

Page 10 of 12
CONTACT INFORMATION

FACILITY RESERVATIONS
Contact the Irwindale Senior Center to check Facility availability, and to submit application, insurance, licenses and payments.
IRWINDALE SENIOR CENTER—(626) 430-2283
16116 Arrow Highway, Irwindale, Irwindale, CA 91706

SECURITY INFORMATION
The following private security firm licensed by the City of Irwindale provides security for rental purposes:
PAEZ PATROL SECURITY—(626) 858-6920
1171 West San Bernardino Road, Suite E-2, Covina, CA 91722

CERTIFICATE OF INSURANCE
A Certificate of insurance quote/certificate can be obtained through the City of Irwindale Senior Center, utilizing the following special event insurance company:
Alliant – Special Event Insurance Services – (800) 821-9283
1301 Dove Street, Suite 200, Newport Beach, CA 92660

ABC LICENSE
ABC–ALCOHOLIC BEVERAGE CONTROL—(626) 256-3241
222 E. Huntington Dr., Ste 114, Monrovia, CA 91016

ROOM SET-UP DIAGRAM
Community Center Capacity – 100 Maximum for assembly
72 Dinning

8 - 8ft. rectangle tables
6 – 6ft. rectangle tables
9 – 72 inch round tables

(Diagram not to scale)
Date: April 11, 2018
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Award of Contract for the Police Department Public Counter Replacement Project; P-944

City Manager’s Recommendation:

That the City Council (1) authorize the City Manager to enter into an agreement with RS Construction and Development, Inc. in the amount of $39,790.00 for the Police Department Public Counter Replacement project and (2) approve a 20% project contingency in the amount of $7,958.00 to cover any unforeseeable conditions that may arise during construction; and (3) find that the project is categorically exempt from California Environmental Quality Act (CEQA).

Background and Analysis:

The Police Department Public Counter Replacement Project is identified in the City’s 2017-2018 Capital Improvement Program as part of the Facilities Improvements - CJPIA City’s Facilities Compliance Improvements, included in the City’s approved Americans with Disabilities (ADA) Transition Plan.

The scope of work for this project includes the removal and replacement of the existing public counter, main entrance door adjustments and other minor repairs associated with the counter replacement.

On February 14, 2018, the City Council approved plans and specification and authorized staff to solicit bids for construction of the project.

A notice inviting sealed bids for the project was advertised on February 19 and 26, 2018 announcing the bid opening on March 15, 2018 in the San Gabriel Valley Tribune. The project was also listed in three trade publications.

A total of four (4) contractors purchased plans and specification for this project.
On March 15, 2018, the City conducted the public bid opening with the following results:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>RS Construction and Development, Inc.</td>
<td>$39,790.00</td>
</tr>
<tr>
<td>CEM Construction Corporation</td>
<td>No Bid</td>
</tr>
<tr>
<td>LA Electricom, Inc.</td>
<td>No Bid</td>
</tr>
<tr>
<td>Total Security Solutions</td>
<td>No Bid</td>
</tr>
</tbody>
</table>

The lowest bidder is RS Construction and Development, Inc. who submitted a bid totaling $39,790.00

Staff reviewed the bid proposal and found RS Construction and Development in compliance with all bidding requirements and recommends that the contract be awarded to them for this project.

This project is considered categorically exempt as it falls under Section 15301 (a) of CCR, Title 14 “Guidelines for California Environmental Quality Act.” – “Operation, repair, and maintenance of existing facilities.”

**Fiscal Impact:**

Funding for this project is budgeted under the 2017-2018 Capital Improvement Program in the General Fund, as part of the Facilities Improvements - CJPIA City’s Facilities Compliance Improvements.

**Review:**

Fiscal Impact: (Initial of CFO)

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

**Prepared By/Contact:** Edgar Rojas, Construction Compliance Manager

**Phone:** (626) 430-22110

Attachment(s): Contract Agreement for Police Department Public Counter Replacement
AGREEMENT

THIS AGREEMENT made and entered into at Irwindale, California, by and between the City of Irwindale, (hereinafter "Agency"), and RS Construction and Development, Inc., 1042 N. Mountain Avenue, Suite B 552, Upland, CA 91786 (hereinafter Contractor'').

WITNESSETH:

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

ARTICLE I

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

ARTICLE II

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

POLICE DEPARTMENT PUBLIC COUNTER REPLACEMENT PROJECT, IN THE CITY OF IRWINDALE; P-944

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

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

ARTICLE IV

The Agency hereby promises and agrees with said Contractor to employ, and does hereby employ said Contractor, to provide the material and to do the work according to the terms and conditions contained and referred to in said Contract Documents for the bid prices filled in on the Bid Sheet, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in said Contract Documents, and that the obligations and benefits set forth in said Contract shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

ARTICLE V

No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a notice to proceed has been given in writing to the Contractor by the Agency which notice shall be given by the Engineer of said Agency within five (5) days from the date of signing this Contract by the Agency and the Contractor shall complete work within the time limit stated in the Notice to Bidders.
IN WITNESS WHEREOF, Agency and Contractor have caused this Contract to be executed this 11th day of April, 2018, by their respective officers or agents herein duly authorized.

CITY OF IRWINDALE

By: ____________________________
    William K. Tam, City Manager

ATTEST:

By: ____________________________
    Laura M. Nieto, MMC, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLC

By: ____________________________
    Fred Galante, City Attorney

RS Construction and Development, Inc.
1042 N. Mountain Avenue Suite B 552
Upland, CA 91786

By: ____________________________
    Ricardo Serna, President
City of Irwindale
California

PROPOSAL FOR POLICE DEPARTMENT PUBLIC COUNTER REPLACEMENT PROJECT, IN THE CITY OF IRWINDALE; P944

P-944

The undersigned, as bidder, declares that he or she has carefully examined the location of the proposed work, the proposed form of agreement, and the plans and specifications herein referred to. He or she proposes and agrees that, if this proposal is accepted, he or she will contract with the City of Irwindale to provide all equipment, materials and labor to the satisfaction, and under the supervision of, the City Engineer at the following prices.

It is understood that the time within which the above-mentioned work must be completed by the undersigned is fixed at 30 working days starting from the day after the issuance of the Notice to Proceed.
BIDDER'S PROPOSAL

The undersigned bidder declares that he/she has carefully examined the Plans, the General Conditions and Specifications and agrees to complete the work so covered to the City of Irwindale. The undersigned further declares that this proposal is made according to the provisions and under the terms of the "Notice Inviting Bids" which document is made a part of this proposal.

POLICE DEPARTMENT PUBLIC COUNTER REPLACEMENT PROJECT, IN THE CITY OF IRWINDALE; P944

ITEMS OF WORK:

1. POLICE DEPARTMENT LOBBY BUILDING RENOVATION, INCLUDING BUT NOT LIMITED TO PUBLIC COUNTER REMOVAL AND REPLACEMENT, ENTRANCE GLASS DOORS REPAIRS. MISCELLANEOUS STRUCTURAL MODIFICATION PER PLANS AND SPECIFICATIONS:

TOTAL BASE BID: $39,790.00

Thirty-nine thousand seven hundred ninety dollars

(WRITTEN IN WORDS)
Accompanying this bid is $1,000.00 ("cash," "cashier's check," or "bidder's bond"—underline one), in an amount equal to at least ten percent (10%) of the total bid.

If awarded the contract, the undersigned agrees that should he or she fail to execute the required contract, and file the necessary bonds and insurance certificates within ten (10) days (excluding Saturdays, Sundays and legal holidays) after the City Engineer has mailed notice of the award of contract to him or her, the proceeds of the security accompanying this bid shall become the property of the CITY. This bid and the acceptance hereof may then, at the City option, be considered null and void.

If an individual, so state; if a partnership, state the firm name and give the names of all individual partners, limited and general; if a corporation, state the names of the president, secretary, treasurer and manager, if any.

NAME OF CONTRACTING FIRM: RS CONSTRUCTION & DEVELOPMENT INC.
ADDRESS: 1042 N. MOUNTAIN AVE STE B 552
UPLAND CA, 91786
TELEPHONE (909) 920-1144 FAX (909) 920-1147
STATE LICENSE NO. 1005489 EXPIRATION DATE 7-31-2019
FEDERAL TAX IDENTIFICATION NUMBER 82-1963599
SIGNATURE OF BIDDER(S) R. Serna (AUTHORIZED SIGNATURE)
PRINT NAME OF BIDDER(S) RICARDO SERNA
DATE 3/12/18

ALL BLANKS IN SPECIFICATIONS MUST BE FILLED IN OR BID WILL BE CONSIDERED UNRESPONSIVE.

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

1. $84,005 Residential Dwelling Home Remodel 2-8-18
   Contract Amount  Type of Work  Date Completed
   City of El Monte  11333 Valley Blvd  El Monte
   Name and Address of Owner
   Lily Flores (Lease) 958-86024
   Name and Telephone Number of Person Familiar with Project.

2. $48,414 Youth Center Flooring 2-8-18
   Contract Amount  Type of Work  Date Completed
   City of Glendora  110 E. Foothill Blvd  Glendora
   Name and Address of Owner
   La Shawn Butler  626 914-8888
   Name and Telephone Number of Person Familiar with Project.

3. $198,000 Library Remodel 12-8-17
   Contract Amount  Type of Work  Date Completed
   City of Moreno Valley  14331 Frederick St  Moreno Valley
   Name and Address of Owner
   Angelie Dans (951) 413-3741
   Name and Telephone Number of Person Familiar with Project.

4. $100,000 Garage + Convert Family Room 3-2-16
   Contract Amount  Type of Work  Date Completed
   Kelly Gardner  1237 Baxter Dr  Glendora
   Name and Address of Owner
   Kelly Gardner  626 705-1150
   Name and Telephone Number of Person Familiar with Project.
DESIGNATION OF SUBCONTRACTORS

Subcontractors who will perform work or render services to the contractor or who, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to the Specifications in an amount in excess of one-half of one percent of the contractor's total bid (or in excess of ten thousand dollars [$10,000.00] whichever is greater, to be used in cases of bids involving the construction of streets or highways, including bridges) shall be listed. Failure of the bidding general contractor to list its subcontractors on this form or one attached to this bid shall be in violation of the law and shall be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111. If a contractor whose bid is accepted later wants to substitute any subcontractor in place of a subcontractor listed in the original bid, any changes shall be subject to City approval and must comply with California Public Contract Code Sections 4107 and 4107.5 and all applicable California Code.

The bidder shall set forth the following information below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under sub-agreement to the contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications.

2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each portion of work.

3. If the contractor fails to specify a subcontractor or if the contractor specifies more than one subcontractor for the same portion of work to be performed under the agreement, he/she agrees that he/she is fully qualified to perform that portion himself or herself, and that he or she shall perform that portion himself or herself.

The contractor may submit an updated DESIGNATION OF SUBCONTRACTORS form up to 24 hours after the bid opening containing (1) the estimated amount and (2) the percentage of contract. All other information shall be submitted prior to the bid opening.

Please type or legibly print (attach additional sheets as necessary).

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Contractor's License #</th>
<th>Classification</th>
<th>Estimated $ Amount</th>
<th>% of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Non-collusion Affidavit

(TITLE 23 UNITED STATES CODE SECTION 112 AND
PUBLIC CONTRACT CODE SECTION 7106)

To the

THE CITY of IRWINDALE

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

Note: The above Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, RS Construction & Development Inc (hereinafter called Principal), as Principal, and American Contractors Indemnity Company , a corporation, organized and existing under the laws of the State of California and authorized to transact a general surety business in the State of CALIFORNIA (hereinafter called Surety), as Surety, are held and firmly bound unto CITY OF IRWINDALE (hereinafter called Obligee) in the penal sum of TEN percent (10%) of amount bid not to exceed SIX THOUSAND AND 00/100 Dollars ($ 6,000.00) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for POLICE DEPARTMENT - PUBLIC COUNTER REPLACEMENT

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure up to and not exceeding the penal sum of the bond.


RS Construction & Development Inc

By: RICARDO SERNA, PRESIDENT

American Contractors Indemnity Company

By: MATTHEW FOSTER, Attorney-in-Fact
KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Tony Clark, Bill Rapp, Matthew Foster or Jason March of Sacramento, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars ($3,000,000.00).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company’s liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company hereunto or hereafter affixed to any power of attorney or any certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereeto affixed, this 1st day of November, 2016.

Corporate Seals:

By: ____________________________
Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature ____________________________ (Seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this __th day of March, 2018.

Corporate Seals

Kio Lo, Assistant Secretary

Bond No. TBD
Agency No. 3080
ACKNOWLEDGMENT

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

State of California
County of Sacramento

On 3/9/2018, before me, Sarah Otto - Notary Public

(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature (Seal)

[Seal Image] SARAH OTTO
COMM. # 2223979
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES DEC. 29, 2024
All-purpose Acknowledgment  California only

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

State of California
County of Los Angeles

On 3/10/18 before me, Natalie Anelle Avelo, Notary Public (here insert name and title of the officer), personally appeared Ricardo Serna who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

For Bank Purposes Only

Description of Attached Document

Type or Title of Document: Bond

Document Date: 3/10/18  Number of Pages: 3

Signer(s) Other Than Named Above: Matthew Foster
City Manager’s Recommendation:

That the City Council (1) adopt Resolution No. 2018-24-3018 entitled, “A Resolution of the City Council of the City of Irwindale Waiving Formal Bidding Procedures and Authorizing the Issuance of a Purchase Order for Public Works Uniform Supply Services Based Upon U.S. Communities Government Purchasing Alliance Pricing,” reading by title only and waiving further reading thereof; and (2) authorize the City Manager to enter into the U.S. Communities Acceptance Agreement with Cintas.

Background and Analysis:

The City entered into a two-year services agreement with Mission Linen to provide Uniform Supply Services to the Public Works Maintenance Division on September 9, 2014. The service agreement was extended for one additional year, which expired on September 9, 2017. The City is now on a month-to-month payment schedule with Mission Linen. As such, the Public Works Maintenance Division is now required to go out to bid for these services.

The scope of services for public works maintenance uniforms includes nine (9) comfort shirts, nine (9) comfort work pants/jeans, and one (1) jacket for ten public works maintenance employees; nine (9) polo shirts for the public works maintenance supervisor; coveralls for four maintenance (4) employees; lab/shop coats for two (2) maintenance employees; 105 terry towels; five (5) 24" dust mops; 50 shop towels, and three (3) floor mats.

Uniform Supply Services are available through U.S. Communities Government Purchasing Alliance (Communities) Services Schedule. On January 12, 2012, Communities, on behalf of Harford County Public Schools in Maryland and those public entities that elect to access the Master Agreement through Communities, issued a Request for Proposal on Facilities Solutions: Including the Rental and Service of Uniforms, Mats, Mops and Towels and Other Related Products and Solutions. Cintas was awarded the three-year contract on April 1, 2012 with an expiration date of March 31, 2015. The contract has been extended through March 31, 2019. Due to the
purchasing power of a large entity, such as Communities, local government realizes substantial discounts on purchases that apply to these contracts. Section 3.44.080 of the IMC permits the Council to dispense with the bidding process when cooperative purchasing provides an advantage of large-scale buying.

Staff recommends that the City dispense with bidding and waive the formal bid process as it is in the best interest of the City to take advantage of Communities' contract pricing with Cintas and Cintas be awarded the Uniform Supply Services contract for three years with the possibility of two (2), one (1) year extensions based on performance and with written approval by the City Manager.

The Assistant City Attorney has reviewed and approved the Communities Acceptance Agreement with Cintas that the City is required to enter into as a member of Communities.

**Fiscal Impact:**

There is a zero set up charge for emblems and preparation of uniforms per the Communities contract with Cintas. The weekly cost for the uniforms is $97.00 and the yearly cost is $5,044.21. This will provide a yearly cost savings of approximately $1,736.48. The uniform services costs is already included in the current FY17/18 budget and will be included in the FY18/19 budget.

**Review:**

Fiscal Impact:  
(Initial of CFO)

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

**Prepared By/Contact:**  Elizabeth Rodriguez, Public Works Services Manager

**Phone:**  (626) 430-2211

**Attachment(s):**

1. Cintas Bid based on U.S. Communities Pricing
2. U.S Communities Acceptance Agreement with Cintas
3. U.S. Communities Cintas Contract Information
RESOLUTION NO. 2018-24-3018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
WAIVING FORMAL BIDDING PROCEDURES AND AUTHORIZING THE ISSUANCE
OF A PURCHASE ORDER FOR PUBLIC WORKS UNIFORM SUPPLY SERVICES
BASED UPON U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE PRICING

WHEREAS, the City has obtained a quote in the amount of $97.00 per week and
an annual cost of $5,044.21 based upon U.S. Communities Government Purchasing
Alliance ("U.S. Communities") award of contract for Facilities Solutions: Including the
Rental and Service of Uniforms, Mats, Mops and Towels and Other Related Products
and Solutions;

WHEREAS, pursuant to Section 3.44.080 Bidding-Generally E. of the Irwindale
Municipal Code bidding may be dispensed with when, through cooperative purchasing
with other public agencies, the advantages of large-scale buying may be obtained.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That it would be in the best interest of the City to dispense with
bidding for the purchase of public works uniforms and related items and, therefore, the
formal bid process is hereby waived to take advantage of the U.S. Communities
Government Purchasing Alliance Pricing; and

SECTION 2. That City Council approves the U.S. Communities Facilities
Solutions for the purchase/rental of public works uniforms and related items at an
annual cost of $5,044.21 and authorizes the City Manager or his designee to approve a
purchase order to implement the lease; and

SECTION 3. The City Council approves the term of the contract, which will be for
three (3) years with the possibility of two (2) one (1) year extensions based on
performance and with written approval by the City Manager; and

SECTION 4. That the Chief Deputy City Clerk shall attest to the adoption of this
resolution, which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this 11th day of April 2018.

Mark A. Breceda, Mayor

ATTEST:
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF IRWINDALE  

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2018-24-3018 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 11th day of April 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC  
Chief Deputy City Clerk
# City of Irwindale US Communities Pricing

## Weekly Services

<table>
<thead>
<tr>
<th>Item Type</th>
<th>Employee Total</th>
<th>Weekly Delivery Qty</th>
<th>Per Unit</th>
<th>Weekly Total</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Microcheck Tan Comfort Shirt (With $0.08 Added for Insurance Program)</td>
<td>10</td>
<td>9</td>
<td>$0.266</td>
<td>$2.39</td>
<td>$23.940</td>
</tr>
<tr>
<td>Comfort Work Pant (With $0.08 Added for Insurance Program)</td>
<td>5</td>
<td>9</td>
<td>$0.293</td>
<td>$2.64</td>
<td>$13.185</td>
</tr>
<tr>
<td>Carhartt 5 Pocket Jeans (With $0.08 Added for Insurance Program)</td>
<td>5</td>
<td>9</td>
<td>$0.557</td>
<td>$5.01</td>
<td>$25.065</td>
</tr>
<tr>
<td>Polos (With $0.08 Added for Insurance Program)</td>
<td>1</td>
<td>9</td>
<td>$0.466</td>
<td>$4.19</td>
<td>$4.194</td>
</tr>
<tr>
<td>Coveralls (With $0.08 Added for Insurance Program)</td>
<td>1</td>
<td>4</td>
<td>$0.440</td>
<td>$1.76</td>
<td>$1.76</td>
</tr>
<tr>
<td>Jackets Hip Length or Bomber (With $0.08 Added for Insurance Program)</td>
<td>1</td>
<td>10</td>
<td>$0.523</td>
<td>$5.23</td>
<td>$5.23</td>
</tr>
<tr>
<td>Lab/Shop Coat (With $0.08 Added for Insurance Program)</td>
<td>1</td>
<td>2</td>
<td>$0.390</td>
<td>$0.78</td>
<td>$0.78</td>
</tr>
</tbody>
</table>

**Total** | | | | $74.154 | $3,856.01 |

## Facility Services Weekly Services

<table>
<thead>
<tr>
<th>Item Type</th>
<th>Weekly Delivery Qty</th>
<th>Per Unit</th>
<th>Weekly Total</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terry Towels</td>
<td>80</td>
<td>$0.14</td>
<td>$11.20</td>
<td>$582.40</td>
</tr>
<tr>
<td>Terry Towel # 2</td>
<td>25</td>
<td>$0.14</td>
<td>$3.50</td>
<td>$182.00</td>
</tr>
<tr>
<td>24&quot; Dust Mop</td>
<td>5</td>
<td>$0.83</td>
<td>$4.15</td>
<td>$217.80</td>
</tr>
<tr>
<td>Shop Towel</td>
<td>50</td>
<td>$0.08</td>
<td>$4.00</td>
<td>$208.00</td>
</tr>
<tr>
<td>3X6 Mat</td>
<td>10</td>
<td>$0.07</td>
<td>$0.70</td>
<td>$3.50</td>
</tr>
<tr>
<td>4X6 Mat</td>
<td>10</td>
<td>$0.56</td>
<td>$5.60</td>
<td>$28.00</td>
</tr>
<tr>
<td>3X10 Mat</td>
<td>5</td>
<td>$3.04</td>
<td>$15.20</td>
<td>$76.00</td>
</tr>
<tr>
<td>Accessories/Supplies/Innovations (No Services Under $20.00)</td>
<td>1</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total Cost** | | | | $97.004 | $5,044.21 |

### Program Includes
- Personalized Measuring and Fitting.
- Upgrades and Replacements - No Charge.
- New Employees started on request.
- Repairs - No Charge.
- Shrink employees discontinued on request.
- Weekly Inventory Checklist.

### Additional Benefits
- Local Customer Service Support.
- Minimize cost to day management and employee involvement.
- Frequent uniform replacement.
- No up-front investment.
- One week turnaround for new employees.
FACILITIES SOLUTIONS AGREEMENT

Customer/Participating Agency ___________________________ Phone _______________________
Address ___________________________ City __________ State __ Zip __________

UNIFORM PRODUCT RENTAL PRICING:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
</table>

- This agreement is effective as of this date ___________ for a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement. Any negotiations of price, terms or discounts must be approved by Harford County Public Schools, with any such changes taking effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) US City Average, Baltimore Region (Washington-Baltimore).

- Name Emblem $ ______ ea • Company Emblem $ ______ ea
- Customer Emblem $ ______ ea • Embroidery $ ______ ea
- COD Terms $ ______ per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item________________________ % of Inventory $ ______ ea.
- Automatic Lost Replacement Charge: Item________________________ % of Inventory $ ______ ea.
- Minimum Charge $ ______ per delivery.
- Make-Up charge $ ______ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $ ______ per garment.
- Seasonal Sleeve Change $ ______ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.

Shop towel container $ ______ per week.
- Artwork Charge for Logo Mat $ ______
- Uniform Storage Lockers: $ ______ ea/week, Laundry Lock-up: $ ______ ea/week Shipping: $ ______
- Service Charge
  - This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
  - Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $ ______ per garment will be assessed for employees size changed within 4 weeks of installation.
  - Other ____________________________

FACILITY SERVICES PRODUCTS PRICING:

<table>
<thead>
<tr>
<th>Bundle*</th>
<th>Item #</th>
<th>Description</th>
<th>Rental Freq.</th>
<th>Inventory</th>
<th>Unit Price</th>
</tr>
</thead>
</table>

*Indicated bundled items/services

__/ / __Initial and check box if Unilease. All Garments will be cleaned by customer.

__/ / __Initial and check box if receiving Linen Service. Company will take periodic physical Inventories of items in possession or under control customer.

__/ / __Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments

Date ______ Direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct

CUSTOMER:

Cintas Loe. No: ______________ Please Sign Name __________________
By: ___________________________ Please Print Name __________________
Title: _________________________ Please Print Title __________________
Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

2. Master Agreement available at www.uscommunityterms.org

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, Inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars ($35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.

4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

5. Garments' Lack of Flame Retardant Or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.

6. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

7. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one time preparation fee indicated on Exhibit A. Customer shall not pay Company any one time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.

8. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.

10. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any Individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that Individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.

11. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.

12. Indemnification To the fullest extent permitted by law, Company agrees to defend, Indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.

13. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Company at any time Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:
If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.

If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer’s account prior to termination.
Cintas Contract

Facilities Solutions

Lead Agency:
Harford County Public Schools, Maryland

Contract Number:
12-HH-011C

3 year initial term, April 1, 2012 to March 31, 2015
Contract has been extended through March 31, 2019

Contract Updates
Harford County Public Schools Contact Information added on August 8, 2017

Posting Information:
Number of suppliers who responded to RFP: 2

Date Posted:
U.S. Communities: Current Solicitations January 12, 2011 - February 16, 2012
Canadian MERX: Public Tenders January 12, 2011 - February 16, 2012
Onvia DemandStar January 12, 2011 - February 16, 2012
State of Maryland January 12, 2011 - February 16, 2012
Association of Oregon Counties January 12, 2011 - February 16, 2012
State of Hawaii and Oregon January 12, 2011 - February 16, 2012

Contract Documents:
HCPS Master Agreement
Cintas Renewal
Contract Amendments
Harford County Public Schools
Contact Information

RFP Documents:
12-HH-011 Facilities Solutions RFP
Addendum 1
RFP Posting Documents
The Irwindale SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY met in regular session at the above time and place.

ROLL CALL:

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

Absent: Councilmember Larry G. Burrola

Also present: William Tam, City Manager; Fred Galante, City Attorney; Theresa Olivares, Assistant City Manager; Ty Henshaw, Chief of Police; Eva Carreon, Director of Finance; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

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

ITEM NO. 1A1

MINUTES

The following minutes were approved:

1) Regular meeting held February 28, 2018

ITEM NO. 1B

WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2B

City Manager Tam discussed the staff report.

Responding to a question by Councilmember Ortiz, City Manager Tam advised that staff has been unsuccessful in negotiating the purchase of the parking lot. This issue notwithstanding, staff will reach out to the property owner concerning property improvement plans.

City Attorney Galante advised that, in exchange for selling the parcel, staff understood that circulation issues and various site improvements would be conducted. He added that the city still retains those rights instead of the former Redevelopment Agency.

Resolution No. SA 2018-21-3015, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY TO THE CITY OF IRWINDALE AND MAKING CERTAIN FINDINGS REQUIRED BY LAW,” was passed, approved, and adopted, on the motion of Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, and unanimously approved; Councilmember Burrola absent.

There being no further business to conduct, the meeting was adjourned at 7:38 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk
The Irwindale HOUSING AUTHORITY met in regular session at the above time and place.

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

Absent: Authority Member Larry G. Burrola

Also present: William Tam, Executive Director; Fred Galante, Authority Attorney; Theresa Olivares, Assistant Executive Director; Ty Henshaw, Chief of Police; Eva Carreon, Director of Finance; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

RECESS TO CLOSED SESSION

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

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

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

ACTION: Update given; no further reportable action taken

RECONVENE IN OPEN SESSION

At 7:38 p.m., the Housing Authority reconvened in Open Session.

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Authority Member Ortiz, seconded by Chair Breceda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Authority Member Burrola absent.

ITEM NO. 1A1 MINUTES

The following minutes were approved:

1) Regular meeting held February 28, 2018
ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:39 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary