CITY OF IRWINDALE

AGENDA FOR THE
REGULAR MEETING
OF THE
CITY COUNCIL

SUCCESSOR AGENCY
TO THE IRWINDALE REDEVELOPMENT AGENCY

August 22, 2012

5:00 P.M.  -  CLOSED SESSION
6:30 P.M.  -  OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CA 91706
626-430-2200

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

David “Chico” Fuentes  -  Mayor
Julian A. Miranda -  Mayor Pro Tem
Mark A. Breceda  -  Councilmember
Manuel R. Garcia -  Councilmember
H. Manuel Ortiz  -  Councilmember

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 comment on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comment on matters not listed on the agenda during the Spontaneous Communications period.

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

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

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

*Closed Session start time changed from 6:00 p.m. to 5:00 p.m. on August 17, 2012.
Code of Ethics

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

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

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

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

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

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

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

Irwindale City Council
1. **Conference with Labor Negotiator**  
Pursuant to California Government Code Section 54957.6  
Negotiators: John Davidson, City Manager  
Richard Kreisler, Labor Attorney  
Employee Organization: Irwindale City Employees' Assn  
Irwindale Management Employees' Assn  
Irwindale Police Officers' Assn

2. **Conference with Real Property Negotiator**  
Pursuant to California Government Code Section 54956.8  
Property: 2200 Arrow Highway  
Negotiating Parties: Athens  
Under Negotiation: Price and terms  
Property: APN No. 8532-005-004  
Negotiating Parties: City of Irwindale and Peck Road Gravel Pit  
Under Negotiation: Price and terms

3. **Conference With Legal Counsel — Anticipated Litigation**  
Pursuant to California Government Code Section 54956.9  
Number of cases: One

4. **Conference With Legal Counsel — Existing Litigation**  
Pursuant to California Government Code Section 54956.9  
Name of Case: City of Irwindale vs. City of Azusa — Case No. BS132946

**ADJOURN**
OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

D. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Julian A. Miranda; Mayor David “Chico” Fuentes

E. REPORT FROM CLOSED SESSION

F. CHANGES TO THE AGENDA

G. COUNCIL MEMBER TRAVEL REPORTS

H. ANNOUNCEMENTS

I. INTRODUCTION OF NEW EMPLOYEES

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Presentation to Chamber of Commerce Business of the Month – Ayutla Market

2. Presentation to Young Citizen of the Year participants

3. Presentation of the Certificate of Achievement for Excellence in Financial Reporting to the City of Irwindale by the Government Finance Officers Association

4. Chamber of Commerce Quarterly Report
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 August 8, 2012

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Professional Services Agreement with HMCG

Recommendation: Approve the Contract with HMCG LLC for the preparation of a public review Draft and Final Environmental Impact Report for future actions required for the development of a proposed materials recovery facility and transfer station on the 17.22 acre site located at 2200 Arrow Highway (APN 8535-001-91

D. Budget Amendment for 2009 Homeland Security Grant Program Funds and Request to Waive Formal Bidding Process

DEPARTMENT," reading by title only and waiving further reading thereof, thereby retroactively approving a purchase order for the procurement of (10) ten UHF portable radios, (8) eight mobile radios, and (35) thirty-five software licenses for trunking capability of existing radios for Project 25 compliance.

E. **Approval of Amendment No. 3 to Project Reimbursement Agreement Between the City and Arakelian Enterprises, Inc., dba Athens Services**

Recommendation: Approve Amendment No. 3 to Project Reimbursement Agreement Between the City and Arakelian Enterprises, Inc., dba Athens Services

2. **NEW BUSINESS**

3. **OLD BUSINESS**

4. **PUBLIC HEARINGS**

A. **Adoption of Resolution No. 2012-39-2578 Finding the City to be in Conformance with the Congestion Management Program**


B. **Amending Chapters 17.08 and 17.32 of the City of Irwindale Municipal Code regarding Massage Establishments, Which Will Affect Properties Citywide**

Recommendation: **Introduce for first reading Ordinance No. 660** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTERS 17.08 AND 17.32 OF THE CITY OF IRWINDALE MUNICIPAL CODE, REGARDING MASSAGE ESTABLISHMENTS, WHICH WILL AFFECT PROPERTIES CITYWIDE," reading by title only and waiving further reading thereof.
C. Auto Dismantling Ordinance – Urgency Ordinance Extension and Report on Measures Taken


5. CITY MANAGER’S REPORT
6. ADJOURN
SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

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 Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the Agency 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 August 8, 2012

B. Warrants

Recommendation: Approve

2. NEW BUSINESS

A. ROPS 3


3. OLD BUSINESS

4. PUBLIC HEARINGS

5. ADJOURN
AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council and Successor Agency to be held on August 22, 2012, to be posted at the City Hall, Library, and Post Office on August 17, 2012.

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

ROLL CALL: Present: Councilmembers Mark A. Breceda (arrived at 5:30 p.m.), Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Julian A. Miranda; Mayor David "Chico" Fuentes

Also present: John Davidson, City Manager; Pam Lee, Assistant City Attorney; Dennis Smith, Chief of Police; Laura Nomura, Director of Finance; Ken Lee, Director of Community Development/Planning; and Laura Nieto, Deputy City Clerk

RECESS TO CLOSED SESSION At 5:00 p.m., the Council recessed to Closed Session to discuss the following:

Conference with Labor Negotiator Pursuant to California Government Code Section 54957.6

Negotiators: John Davidson, City Manager
Richard Kreisler, Labor Attorney

Employee Organization: Irwindale City Employees' Assn
Irwindale Management Employees’ Assn
Irwindale Police Officers’ Assn

ACTION: Direction provided; no reportable action taken

Conference with Real Property Negotiator Pursuant to California Government code Section 54956.8

Property: 2200 Arrow Highway
Negotiating Parties: Athens and City of Irwindale
Under Negotiation: Price and terms

ACTION: Direction provided; no reportable action taken

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

Number of cases: One

ACTION: Direction provided; no reportable action taken

RECONVENE IN OPEN SESSION At 6:30 p.m., the Council reconvened in Open Session.
CHANGES TO THE AGENDA
None.

COUNCILMEMBER TRAVEL REPORTS
None.

ANNOUNCEMENTS
MAYOR FUENTES Mayor Fuentes congratulated Director Nomura on her 25th wedding anniversary and Director Lee on his birthday. He also recognized Azusa Councilmember Angel Carrillo. He then thanked those who participated in the National Night Out activities.

CITY MANAGER DAVIDSON City Manager Davidson thanked Loretta Corpis for singing the national anthem at the event.

PROCLAMATIONS
None.

PRESENTATIONS
None.

COMMENDATIONS
None.

SPONTANEOUS COMMUNICATIONS
None.

CONSENT CALENDAR
MOTION A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Miranda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with the exception of Item Nos. 1C, 1E, and 1F, which were removed for separate consideration. The motion was unanimously approved.

ITEM NO. 1A MINUTES
The following minutes were approved:

1) Regular meeting held July 25, 2012

ITEM NO. 1B WARRANTS / DEMANDS / PAYROLL
The warrants / demands / payroll were approved.
SECOND READING OF ORDINANCE NO. 659

ORDINANCE NO. 659
ADOPTED ON SECOND READING

Ordinance No. 659, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTERS 17.08, 17.72, AND 17.76 OF THE CITY OF IRWINDALE MUNICIPAL CODE, REGARDING BILLBOARDS AND REPEAL URGENCY ORDINANCE NO. 656, WHICH PROHIBITS THE ESTABLISHMENT OF NEW OR CONVERTED DIGITAL DISPLAYS OF OUTDOOR ADVERTISING STRUCTURES, WHICH WILL AFFECT PROPERTIES CITYWIDE," was adopted on second reading.

END OF CONSENT CALENDAR

DECLARATION AND DISPOSAL OF SURPLUS EQUIPMENT (POLICE VEHICLES)

Councilmember Ortiz asked about whether the surplus vehicles can be used by other city departments, to which Chief Smith indicated that no other departments have a use for them and that there is no positive use for the vehicles other than at an auction sale. The auction proceeds will be returned to the general fund.

Resolution No. 2012-38-2577, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DECLARING THREE POLICE DEPARTMENT VEHICLES TO BE SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SUCH SURPLUS POLICE VEHICLES THROUGH SALE BY AUCTION," was passed, approved, and adopted, reading by title only and waiving further reading thereof, thereby determining the equipment described in the attached list as surplus and authorizing the City Manager or his designee to dispose of the property in accordance with Section 3.44.150 of the Irwindale Municipal Code, on the motion of Councilmember Ortiz, seconded by Mayor Pro Tem Miranda, and unanimously approved.
CITY COUNCIL MINUTES
REGULAR MEETING
AUGUST 8, 2012
PAGE 4

ITEM NO. 1E
DECLARATION OF SURPLUS EQUIPMENT (POLICE SERVICE CANINE)

COUNCILMEMBER BRECEDA
Responding to a question by Councilmember Breceda, Chief Smith advised that the police canine, “Rik”, still has between 14 to 20 months of service life. Tonight’s staff report relates to whether the Council would decide to retire the dog before his full service capability has been utilized by the city. However, the canine handler has stated that he is willing to continue using the dog in the canine capacity without any of the benefits that were negotiated through the Memorandum of Understanding with the Police Officers Association. Chief Smith advised that this would create a meet-and-confer issue with the Association that would need to be addressed before the Council can consider the request. He added that he can prepare a detailed staff report and proceed to meet with the Association to discuss the matter and return afterward for Council consideration.

MAYOR PRO TEM MIRANDA
Mayor Pro Tem Miranda asked about the maintenance costs for the canine, to which Chief Smith advised that the operating and program supplies costs are about $3,450.00, which covers the dog’s food and medical costs. The incentive pay, which costs about $24,000, would be eliminated. He reiterated that a staff report could be created that discusses the exact figures. He again noted that the officer stated his willingness to waive overtime & training costs and incentive pay.

DIRECTOR NOMURA
Director Nomura discussed the difference between incentive pay and overtime costs.

MAYOR FUENTES
Mayor Fuentes spoke on the need for accuracy in the forthcoming staff report.

MOTION
A motion was made by Councilmember Breceda, seconded by Councilmember Garcia, to table this matter and direct staff to prepare a full staff report for Council consideration at a future meeting. The motion was unanimously approved.
ITEM NO. 1F
APPROPRIATION OF ASSET FORFEITURE FUNDS, WAIVE FORMAL BIDDING PROCEDURE, AND AUTHORIZE PURCHASE OF FOUR POLICE VEHICLES

COUNCILMEMBER ORTIZ

Councilmember Ortiz stated that he made a mistake in removing this matter from the Consent Calendar for consideration.

RESOLUTION NO. 2012-40-2579
ADOPTED

Resolution No. 2012-40-2579, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT, WAIVING FORMAL BIDDING REQUIREMENTS, AND APPROVING THE PURCHASE OF FOUR REPLACEMENT POLICE VEHICLES," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ortiz, seconded by Councilmember Breceda, and unanimously approved.

NEW BUSINESS
None.

OLD BUSINESS
None.

PUBLIC HEARINGS
None.

CITY MANAGER’S REPORT
None.

ADJOURNMENT
There being no further business to conduct, the meeting was adjourned at 6:50 p.m., in honor of Deacon Gary Patterson.

Laura M. Nieto, CMC
Deputy City Clerk
## Accounts Payable

### Checks by Date - Summary By Check Number

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# Accounts Payable

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Report Total: 260,023.98
AGENDA REPORT

Date: August 22, 2012
To: Mayor and Council Members
From: John Davidson, City Manager
Issue: Request to Approve a Contract for HMCG LLC to Prepare an Environmental Impact Report for Future Action on a Proposed Materials Recovery Facility and Transfer Station with Applicant Arakelian Enterprises, Inc., dba Athens Services

City Manager's Recommendation:
That the City Council approve the attached contract with HMCG LLC for the preparation of a public review Draft and Final Environmental Impact Report (EIR) for future actions required for the development of a proposed materials recovery facility and transfer station on the 17.22-acre site located at 2200 Arrow Highway (APN 8535-001-911), which is currently owned by the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency. The contract is for an amount not to exceed $227,600. The cost for this consultant work is to be covered 100% by the Applicant through a Project Reimbursement Agreement with the City.

Background:
The original Draft EIR for the project was prepared and circulated from July 20, 2009 through September 4, 2009. Due to the volume of comments received on the Draft EIR, a decision was made to conduct additional analyses and revise and recirculate the Draft EIR for public comment. This contract will allow for completion of a public review Draft and Final EIR.

The contract is attached. The effectiveness of the contract is contingent upon Athens approving an amendment to the Project Reimbursement Agreement to specifically cover these services.

Fiscal Impact:
The entire cost for this consultant work will be covered by the Applicant through a Project Reimbursement Agreement with the City.

Fiscal Impact: (Initial of CFO)

Legal Impact: (Initial of Legal Counsel)
Contact Person: Ken Lee, Community Development Director/Redevelopment Consultant
Phone: 626-430-2213
E-mail: klee@ci.irwindale.ca.us

Attachment: Contract for services with HMCG, LLC

John Davidson, City Manager
CITY OF IRWINDALE CITY COUNCIL
CONTRACT SERVICES AGREEMENT FOR
ENVIRONMENTAL CONSULTING AND ADVISORY SERVICES WITH
HARVEY MEYERHOFF CONSULTING GROUP, LLC ENVIRONMENTAL
CONSULTANTS

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this ___ day of August ___, 2012, by and between the CITY OF IRWINDALE, a public body corporate and politic, (herein "City") and Harvey Meyerhoff Consulting Group, LLC, a California Limited Liability Corporation (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the attached proposal, dated August ___, 2012, attached hereto as Attachment "A" and incorporated herein by reference. Contractor warrants that all work and services set forth in the attached proposal, dated August ___, 2012, will be performed in a competent, professional and satisfactory manner.

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

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.
2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the attached proposal, dated August ____, 2012, attached hereto as Attachment "A" and incorporated herein by this reference, but not exceeding TWO HUNDRED TWENTY SEVEN THOUSAND SIX HUNDRED DOLLARS ($227,600.00). Contractor acknowledges that, based on Contractor's prior work performed on the 2009 Environmental Impact Report, Contractor may realize cost-efficiencies in the course of performing the Scope of Services set forth in the attached proposal, dated August 7, 2012, attached hereto as Attachment "A." Contractor shall, in good faith, perform the Scope of Services in a manner that achieves said cost-efficiencies, in so long as in doing so, there is no tradeoff in the quality of work product or the services performed by Contractor.

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

3.0 COORDINATION OF WORK

3.1 Representative of Contractor. Jeffrey G. Harvey is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

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

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

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.
4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of $500,000.00 or (ii) bodily injury limits of $250,000.00 per person, $500,000.00 per occurrence and $500,000.00 products and completed operations and property damage limits of $100,000.00 per occurrence and $100,000.00 in the aggregate.

(b) Worker's Compensation Insurance. A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of $250,000.00 per person and $500,000.00 per occurrence and property damage liability limits of $100,000.00 per occurrence and $250,000.00 in the aggregate or (ii) combined single limit liability of $500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

The Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.
The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

4.2 **Indemnification.** Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

5.0 **TERM**

5.1 **Term.** Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force for a period not to exceed twelve months, provided, however, that, with the consent of Contractor, the City Manager as Contract Officer has the authority to administratively extend the term of this Agreement for a period not to exceed 60 days after the expiration of the initial term of twelve months.

5.2 **Termination Prior to Expiration of Term.** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 **MISCELLANEOUS**

6.1 **Covenant against Discrimination.** Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.
6.2 **Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 **Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.4 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager, 5050 N. Irwindale Avenue, Irwindale, California 91706, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

6.5 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

6.7 **Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 **Waiver.** No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other
party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (I) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:

Irwindale, a public body corporate and politic

__________________________
John Davidson, City Manager

ATTEST:

__________________________
Laura M. Nieto, CMC
Deputy City Clerk

APPROVED AS TO FORM:
ALESHER & WYNDER, LLP

__________________________
Fred Galante
City Attorney

CONTRACTOR:

Harvey Meyerhoff Consulting Group, LLC

By:_________________________

Name:_______________________

Title:_______________________

Address:

__________________________

__________________________

__________________________
[END OF SIGNATURES]
August 07, 2012

Ms. Paula Kelly  
Senior Planner  
City of Irwindale  
5050 N. Irwindale Avenue  
Irwindale, California 91706  

Re: Scope of Services to Complete an Environmental Impact Report for the Athens Services Materials Recovery Facility and Transfer Station Project  

Dear Ms. Kelly:

As requested we have prepared this scope of services to complete the Environmental Impact Report (EIR) for the Materials Recovery Facility and Transfer Station (MRF/TS) project proposed by Aspen Services. The Applicant proposes to construct the MRF/TS, with a Fueling Facility/Convenience Store that is open to the public, on a 17.22 acre site at the northwestern intersection of Live Oak Avenue and Arrow Highway within the City of Irwindale. Athens has submitted an application to the City of Irwindale for multiple entitlements to allow construction and operation of the MRF/TS, including:

- Disposition and Development Agreement,  
- Conditional Use Permit,  
- Development Agreement,  
- Site Plan and Design Review Permit,  
- General Plan Amendment, and  
- Zoning Code Amendment.

The proposed project will be developed in a single phase with capacity to process up to a maximum of 6,000 tons per day. The facility will process municipal solid waste and yard waste materials only, and will not handle any class of industrial, chemical or other hazardous wastes.

All truck traffic serving the facility will be routed to and from the site from Arrow Highway and Live Oak Avenue. Except for possible employee vehicle trips traveling to and from the site, no project traffic will be routed through the neighboring community of Baldwin Park.

The City has also intends for this EIR to note and account for a possible variant project description that includes the possible siting of two water storage tanks on approximately 2.5 acres of the southeastern portion of the site. These tanks would be owned and operated by the Valley County Water District, which has additional water supply.
facilities south of Live Oak Avenue within the City of Baldwin Park. Under this variant, the MRF/TS would not include any on-site truck parking, and the project will then be supported by contracted truck haulers rather than by haul trucks owned and operated by the applicant.

**Scope of Services**

Our firm originally prepared an EIR for the site in 2008 and 2009, including a Draft EIR, administrative draft Final EIR, and administrative draft Recirculated Draft EIR. At that time, the applicant determined to make adjustments to the project description and site layout, and underwent staff changes internally. Following those changes, in 2010 the applicant and the City also elected to engage other consultants to complete the CEQA review process.

At this time, the City has requested that our firm re-engage to complete the Draft and Final EIR documentation, drawing upon all of the applicable data and analyses that have been generated to date, and accounting for the current project description, and the possible variant site arrangement. It is also understood that this project involves some level of controversy and the EIR will be aggressively reviewed by the nearby City of Baldwin Park, and that other parties – including competitors in the waste management industry – have threatened to oppose the project and will closely scrutinize the CEQA process as well. For these reasons, the scope of services includes additional effort in coordination with City staff and Counsel, throughout preparation of the Draft and Final EIR documents and related processes.

We will undertake preparation of the Draft and Final EIR documents through a sequential set of steps as outlined below. All steps are to be completed with close coordination and guidance from the City’s Staff and Counsel.

- Compile and review all existing report sections and supporting technical reports and files.
- Confirm and develop a final Project Description, including purpose and need and explanation of regional waste management efficiencies.
- Develop gap assessment for technical assessments, with a focus on traffic routing and volumes.
- Prepare revised traffic assessment.
- Develop an annotated outline for each section of the DEIR.
- Compile all sections of the Draft EIR in full text, supporting maps and graphics, and technical appendices for City Staff review.
- Edit all sections with City Staff for consistency, accuracy, and readable text.
- Final administrative draft DEIR review by City and Applicant attorneys
- Make all final revisions and produce a Screencheck DEIR, and issue public draft DEIR for 45-day CEQA-mandated review period.
For Final EIR, subsequent steps include:

- Review all comments submitted on the DEIR.
- Coordinate with City Staff and Counsel to draft responses to all comments, including Master Responses and/or individual responses.
- Conduct internal team review of draft Responses to Comments and complete all revisions for the Final EIR.
- Conduct final CEQA review with City Staff and Applicant attorneys, and prepare Screencheck and FEIR for City Council use and public release.

For both the DEIR and FEIR processes, we will work closely with City staff to complete and file all required notices to the County Clerk, State Clearinghouse, and local newspaper, and to get responses to comments made by all agencies delivered to those agencies at least 10-days prior to the Planning Commission and/or City Council hearing. We will also attend meetings with the Planning Commission and City Council to assist staff in presentations and in answering questions that may arise.

Supporting Assumptions for Budget Detail

A proposed schedule to complete the steps outlined above is presented below in Attachment 1, and shows the consultant team being engaged in mid-August, with completion of the FEIR in March of 2013. Our estimated staff time and cost is presented in Attachment 2, broken down by major task, and showing individual personnel and hourly rates. Assumptions used in the development of this cost estimate include:

- This is an important project for City decision-makers and requires a high level of senior management involvement from the EIR team, including attendance at meetings, direct participation in analytical strategies and report preparation, and representation at public meetings.

- Completion of the CEQA process to the City’s satisfaction will require regular and intensive coordination between our consultant team and the City’s staff involving numerous meetings and intensive “lock-down” sessions to review the Administrative Draft EIR and Final EIR documents.

- The City and the applicant both seek a highly efficient process, with effective use of staff resources, and timely completion of the EIR. Our proposal reflects a very focused effort with a goal to complete the FEIR by March 2013.

- The Scope of Work may be refined at an initial kick-off meeting and may be reduced or expanded as appropriate to reflect technical studies that may be available from the City or applicant, modifications to the project description, or other information not available at this time.
Our estimate is intended to be conservative, based upon experience with this and other similar CEQA projects, and with a goal to avoid the need for change orders and contract amendments.

The Scope includes preparation of documentation to meet requirements of the California Environmental Quality Act (CEQA) only, and does not include other formal consultation and permitting documentation that may ultimately be required.

The Final EIR scope assumes no more than 25 comment letters requiring up to 10 master responses.

The budget is presented as a not-to-exceed cost; individual tasks are not fixed, and actual costs may be shifted as needed between tasks.

A full range of site-specific technical assessments have been completed over a period of several years for this proposed project and for this site and neighboring properties. These technical reports can be utilized and relied upon as the basis for completing this Draft EIR and Final EIR document. The gap assessment to be completed in the early steps of development of the Draft EIR to confirm this assumption, and to identify the need for supplemental work if needed.

The City Engineer has indicated that final modifications and adjustments are needed for the traffic impact assessment. That assessment will be prepared by a traffic engineering subcontractor, Urban Crossroads, Inc. Estimated costs are shown in the budget based upon recent experience with similar projects. Upon award, a detailed scope of work and budget for the traffic impact assessment will be developed in consultation with the City, and subject to review and approval by the City.

The project appears to fall under statutory thresholds for preparation of an individual Water Supply Assessment, and WSA or negotiation with the City or other water agency may be required. The Draft EIR will rely upon the City’s General Plan for analysis of the City’s ability to provide water to this Project, and we assume that existing water supply systems in the City are adequately sized and supplied to meet the needs of this infill project on previously developed lands within the City.

Report copy costs are highly variable depending upon number of hard copies desired, use of color and oversize exhibits, binding preference, use of and type of section dividers, number of CD copies, and similar choices. We will work with the City to determine preferences as the document is developed, and copies will be produced by a regular commercial printer (for example Staples Print Center or FedEx/Kinko’s) and billed at direct cost (no mark-up).
• Relevant mapping and graphics that have been developed by the applicant and its other consultants will be made available in a useable electronic format for development of supporting graphics in the EIR.

If the City believes that any of these assumptions should be modified, we will be happy to make adjustments and to modify our budget and/or schedule for the project accordingly.

Conclusion

Please let me know if you believe that any assumptions should be revisited, and thank you again for this opportunity to be of service to you and the City of Irwindale. Please don’t hesitate to call me at (916) 799-6065 if you have any questions or need additional information.

Sincerely,

Jeffrey G. Harvey, Ph.D.
Principal & Senior Scientist

Attachment 1: Milestones and Draft Schedule - City of Irwindale MRF/TS Project DEIR and FEIR

Attachment 2: Budget Detail
### Attachment 1:

**Milestones and Draft Schedule - City of Irwindale MRF/TS Project**

**DEIR and FEIR**

<table>
<thead>
<tr>
<th>Date</th>
<th>Action / Milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/15/12</td>
<td>Notice to Proceed and team meeting to review status and scope</td>
</tr>
<tr>
<td>08/16 – 09/14/12</td>
<td>• Complete updated Project Description</td>
</tr>
<tr>
<td></td>
<td>• Review all DEIR files and supporting technical reports</td>
</tr>
<tr>
<td></td>
<td>• Meet with City to review content and confirm format details</td>
</tr>
<tr>
<td>09/14 – 11/12/12</td>
<td>• Analysis and draft all sections of DEIR</td>
</tr>
<tr>
<td></td>
<td>• Administrative DEIR to City</td>
</tr>
<tr>
<td>Week of 11/19-11/23</td>
<td>• Lockdown meeting to review AD DEIR</td>
</tr>
<tr>
<td>Week of 12/10-12/14</td>
<td>• Lockdown meeting to complete DEIR</td>
</tr>
<tr>
<td>By 12/21/12</td>
<td>• DEIR delivered to City, and to SCH with NOC/NOA</td>
</tr>
<tr>
<td>02/08/13</td>
<td>• Close of 45 day RDEIR review period</td>
</tr>
<tr>
<td>02/11-13/13</td>
<td>• Lockdown meeting to review all comments</td>
</tr>
<tr>
<td>02/28/13</td>
<td>• Draft Responses to Comments and FEIR to City</td>
</tr>
<tr>
<td>03/04-03/06/13</td>
<td>• Final Lockdown meeting for formatting and production of FEIR and Agency Response Letters</td>
</tr>
<tr>
<td>03/07/13</td>
<td>• Notice of Public Hearing (to paper by [date tbd])</td>
</tr>
<tr>
<td>By or on Monday 03/11</td>
<td>• FEIR delivered to City (with Agency Letters); electronic and hard copies, and FedEx Responses to Comments to Agencies</td>
</tr>
<tr>
<td>By or on Wednesday 03/13</td>
<td>• FEIR Packet to Council</td>
</tr>
<tr>
<td>03/20 or 03/27/13</td>
<td>• City Council meeting for FEIR Certification and Project decision*</td>
</tr>
<tr>
<td>Within 5 days</td>
<td>• Deliver NOD to SCH and County Clerk</td>
</tr>
<tr>
<td>following City</td>
<td>• File additional NOD within 5 days of each subsequent City and Responsible Agency approval.</td>
</tr>
<tr>
<td>Council Meeting</td>
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</tr>
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</table>
[*Deliverables for each Task highlighted in *bold italics*]

## Attachment 2: Budget Detail

<table>
<thead>
<tr>
<th>Task</th>
<th>Personnel</th>
<th>Rate</th>
<th>Hours</th>
<th>Total</th>
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<tr>
<td><strong>1. Project Management</strong></td>
<td>Harvey</td>
<td>$195</td>
<td>80</td>
<td>$15,600</td>
</tr>
<tr>
<td>(Project Initiation &amp; Kick-off Meeting, Confirm Project Description, and staff meetings / coordination with City and Team throughout nine-month process)</td>
<td>L. Meyerhoff</td>
<td>$175</td>
<td>60</td>
<td>$10,500</td>
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<tr>
<td></td>
<td>Production Staff</td>
<td>$65</td>
<td>40</td>
<td>$2,600</td>
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<td></td>
<td><strong>Subtotal:</strong></td>
<td></td>
<td></td>
<td><strong>$28,700</strong></td>
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<td><strong>2. Draft EIR Preparation</strong></td>
<td>Harvey</td>
<td>$195</td>
<td>120</td>
<td>$23,400</td>
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<td>(Administrative Draft Environmental Impact Report, Screencheck Draft EIR, Public Draft EIR, and Notice of Completion / Notice of Availability)</td>
<td>L. Meyerhoff</td>
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<td>160</td>
<td>$28,000</td>
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<tr>
<td></td>
<td>E. Meyerhoff</td>
<td>$115</td>
<td>200</td>
<td>$23,000</td>
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<td></td>
<td>P. Miller</td>
<td>$125</td>
<td>80</td>
<td>$10,000</td>
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<td></td>
<td>Urban X-Roads</td>
<td>Fee</td>
<td>NA</td>
<td>$35,000</td>
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<tr>
<td></td>
<td>Production Staff</td>
<td>$65</td>
<td>80</td>
<td>$5,200</td>
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<td>GIS/Graphics</td>
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<td>$3,400</td>
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<td><strong>Subtotal:</strong></td>
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<td></td>
<td><strong>$128,000</strong></td>
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<td><strong>4. Final EIR</strong></td>
<td>Harvey</td>
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<td>$15,600</td>
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<td>(Administrative Draft Final EIR, Screencheck Final EIR, Public Final EIR, and Notice of Determination (upon project approval))</td>
<td>L. Meyerhoff</td>
<td>$175</td>
<td>80</td>
<td>$14,000</td>
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<tr>
<td></td>
<td>E. Meyerhoff</td>
<td>$115</td>
<td>80</td>
<td>$9,200</td>
</tr>
<tr>
<td></td>
<td>Miller</td>
<td>$125</td>
<td>16</td>
<td>$2,000</td>
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<tr>
<td></td>
<td>Urban X-Roads</td>
<td>Fee</td>
<td>NA</td>
<td>$5,000</td>
</tr>
<tr>
<td></td>
<td>Production Staff</td>
<td>$65</td>
<td>60</td>
<td>$3,900</td>
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<tr>
<td></td>
<td>GIS/Graphics</td>
<td>$85</td>
<td>16</td>
<td>$1,360</td>
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<td><strong>Subtotal:</strong></td>
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<td></td>
<td><strong>$51,060</strong></td>
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<td><strong>5. Public Meetings</strong></td>
<td>Harvey</td>
<td>$195</td>
<td>40</td>
<td>$7,800</td>
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<tr>
<td>(Planning Commission &amp; City Council)</td>
<td>L. Meyerhoff</td>
<td>$175</td>
<td>40</td>
<td>$7,000</td>
</tr>
<tr>
<td></td>
<td>Production Staff</td>
<td>$65</td>
<td>16</td>
<td>$1,040</td>
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<tr>
<td></td>
<td><strong>Subtotal:</strong></td>
<td></td>
<td></td>
<td><strong>$15,840</strong></td>
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<tr>
<td><strong>6. Travel Expenses</strong></td>
<td></td>
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<td>Estimated Total $3,500</td>
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<tr>
<td>(Assumes 10 trips – mileage and meals @ $350 ea.)</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>7. Report Copies</strong></td>
<td></td>
<td></td>
<td></td>
<td>$500*</td>
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<td>(*One hard copy and one electronic copy provided at each stage, all other copies “To be billed at direct cost.” – see Supporting Assumptions below.)</td>
<td></td>
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<tr>
<td></td>
<td><strong>Total:</strong></td>
<td></td>
<td></td>
<td><strong>$227,600</strong></td>
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</tbody>
</table>
Date: August 22, 2012

To: Honorable Mayor and City Council

From: John Davidson, City Manager

Issue: Budget Amendment for 2009 Homeland Security Grant Program Funds and Request to Waive Formal Bidding Process

City Manager’s Recommendation:

Adopt Resolution No. 2012-42-2581 entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING ADDITIONAL FY 2009 STATE HOME LAND SECURITY GRANT PROGRAM FUNDS AND RETROACTIVELY APPROVING PURCHASE ORDER 4917 ISSUED TO COMMUNICATION CENTER FOR THE PURCHASE OF INTEROPERABLE UHF MOTOROLA RADIOS AND RADIO SOFTWARE UPGRADES FOR USE BY THE POLICE DEPARTMENT AND SUPERCE DING RESOLUTION NO. 2012-36-2575”, reading by title only and waiving further reading thereof, thereby retroactively approving a purchase order for the procurement of (10) ten UHF portable radios, (8) eight mobile radios, and (35) thirty-five software licenses for trunking capability of existing radios for Project 25 compliance.

Analysis:

On July 25, 2012, the City Council approved Resolution No. 2012-36-2575 entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING ADDITIONAL FY 2009 STATE HOME LAND SECURITY GRANT PROGRAM FUNDS FOR THE PURCHASE OF INTEROPERABLE UHF MOTOROLA RADIOS AND RADIO SOFTWARE UPGRADES FOR USE BY THE POLICE DEPARTMENT AND TO WAIVE THE FORMAL BIDDING PROCESS”, which appropriated funding and approved the issuance of a purchase order to procure (10) ten UHF portable radios, (8) eight mobile radios, and (35) thirty-five software licenses for trunking capability of existing radios for Project 25 compliance. Upon staff’s submission of the Council’s action to the Los Angeles County CEO office for approval, staff was advised that, although purchase of the equipment is appropriate under the City’s rules, due to the total acquisition amount of $132,033.53, 44 CFR Section 13.36 Procurement it is advised that the City obtain formal bids for purchase over $100,000.

On August 2, 2012, the City released Request for Bids ("RFB") for Public Safety Mobile and Portable Radios (Attachment “A”) with a submission deadline of August 13, 2012. The City received one bid from Communications Center as a
direct seller, who is an authorized Motorola dealer; however their bid was higher than the contract amount previously provided to the City by Motorola. Since Motorola has a contract with the State of California, the City is able to purchase directly from Motorola and receive discounted pricing. As a third party vendor, Communications Center is able to provide quotes for Motorola products utilizing two methods: 1) obtain a quote from Motorola for the government agency at a discounted price, and the government agency issues the purchase order and check to Motorola; or 2) provide a quote to the government agency as a direct seller, at the full retail price, and the government agency issues the purchase order and check to Communications Center. The latter option eliminates the Motorola discount pricing, as the government agency is acquiring the product from Communications Center and not Motorola.

IMC Section 3.44.090 (d) authorizes the purchasing officer to negotiate with the sole bidder, Communications Center, to secure the most reasonable cost under the existing conditions. Pursuant to this authority, upon discovering the price discrepancy, staff negotiated the pricing with Communications Center, which was able to obtain an exception from Motorola. Motorola has agreed to permit Communications Center to sell the Motorola products directly to the City of Irwindale at the discounted pricing normally only obtained when purchasing directly from Motorola.

One of the stipulations of the FY 2009 State Homeland Security Grant Program is that the item(s) to be purchased must be delivered and received by September 30, 2012, otherwise the City will lose the funding. Communications Center advised the City that in order to meet the conditions of the grant, a purchase order needed to be prepared on or before August 15, 2012. Staff prepared a purchase order on August 15, 2012 (Attachment "B") and therefore it is necessary for the Council to retroactively approve the issuance of this PO. Additionally, staff was informed by Communications Center that in the event the Council’s desire was to forego the purchase of the equipment, the purchase order could be cancelled at no expense to the City.

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

There is no General Fund expenditure associated with this recommendation. Funding for these radios will be from a re-imbursement grant. Upon invoice, the City of Irwindale will be reimbursed an amount of $132,000 through the 2009 Homeland Security Grant Program

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

**Completed By:** Mario Camacho, Lieutenant

**Phone:** (626) 430-2238

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John Davidson, City Manager
Attachments:
Resolution No. 2012-36-2575
Attachment "A": Request for Bids ("RFB") for Public Safety Mobile and Portable Radios
Attachment "B": Purchase Order 4917
RESOLUTION NO. 2012-42-2581

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROPRIATING ADDITIONAL FY 2009 STATE HOMELAND SECURITY
GRANT PROGRAM FUNDS AND RETROACTIVELY APPROVING
PURCHASE ORDER 4917 ISSUED TO COMMUNICATION CENTER FOR THE
PURCHASE OF INTEROPERABLE UHF MOTOROLA RADIOS AND RADIO
SOFTWARE UPGRADES FOR USE BY THE POLICE DEPARTMENT AND
SUPERCEDING RESOLUTION NO. 2012-36-2575

WHEREAS, the Irwindale Police Department wishes to enhance the quality of
service to the community by seeking grant funds to supplement the Police
Department budget; and

WHEREAS, on July 25, 2012 the City Council of the City of Irwindale adopted
Resolution No. 2012-35-2575 appropriating $132,000 to the Federal Grant Fund
(Fund 31) for the purchase of UHF radios and radio software; and

WHEREAS, Code of Federal Regulations Title 44: Emergency Management and
Assistance 13.66 requires that the City must obtain formal bids for purchase over
$100,000; and

WHEREAS, On August 2, 2012, the City released Request for Bids ("RFB") for
Public Safety Mobile and Portable Radios and only one bid was received from
Communications Center, which staff had deemed too expensive, as the quote
received from Motorola Solutions, Inc. ("Motorola") prior to the
RFB was lower; and

WHEREAS, IMC Section 3.44.090 (d) authorizes the purchasing officer to
negotiate with the successful vendor the most reasonable cost under the existing
conditions.

WHEREAS, Staff has successfully negotiated to acquire the (18) eighteen UHF
Radios along with (35) thirty-five radio software licenses at the government contract
price offered by Motorola from Communications Center; and

WHEREAS, the City of Irwindale will be reimbursed the amount of $132,000 sought
herein upon the submittal to the County of Los Angeles of the grant reimbursement
request for same; and

WHEREAS, staff issued Purchase Order 4917 on August 15, 2012, as one of the
stipulations of the grant requires the item(s) to be purchased, delivered, and paid
for by September 30, 2012 and Communications Center advised that the Purchase
Order needed to be prepared by August 15, 2012 in order to adhere to the grant
conditions; and
NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines and orders as follows:

SECTION 1. That the City appropriates $132,000 of additional FY 2009 State Homeland Security Grant Program Funds for the purchase of Interoperable UHF Motorola Radios and radio software upgrades for use by the Police Department.

SECTION 2. That purchase order 4917 in the amount not to exceed $132,033.53 to Communications Center is retroactively approved for the purchase of UHF radios and radio software, from the sole bidder, Communications Center, and following successful negotiations with Communications Center to secure the most reasonable cost under the existing conditions in accordance with Irwindale Municipal Code Section 3.44.090 (d), which cost is subject to reimbursement following the City’s submittal to the County of Los Angeles of the appropriate grant reimbursement request for $132,000, with the remaining $33.53 being funded by Asset Forfeiture Funds.

SECTION 3. That Resolution No. 2012-36-2575 is hereby superseded by this Resolution.

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

PASSED, APPROVED AND ADOPTED this 22nd day of August 2012.

David "Chico" Fuentes, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2012-42-2581 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 22nd day of August 2012, by the following vote:

Resolution No. 2012-42-2581
Page 2
RESOLUTION NO. 2012-36-2575

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROPRIATING ADDITIONAL FISCAL YEAR 2009 STATE HOMELAND
SECURITY GRANT PROGRAM FUNDS FOR THE PURCHASE OF
INTEROPERABLE UHF MOTOROLA RADIOS AND RADIO SOFTWARE
UPGRADES FOR USE BY THE POLICE DEPARTMENT AND TO WAIVE THE
FORMAL BIDDING PROCESS

WHEREAS, the Irwindale Police Department wishes to enhance the quality of
service to the community by seeking grant funds to supplement the Police
Department budget; and

WHEREAS, the City of Irwindale has been awarded an additional $132,000 from
reallocated 2009 State Homeland Security Grant Program; and

WHEREAS, the City of Irwindale is a part of the Los Angeles County Operational
Area that is responsible for emergency prevention, preparedness, and response; and

WHEREAS, the Police Department is required to utilize such grant funding for the
purchase of equipment designated for interoperability communications for regional
application; and

WHEREAS, the funds will be utilized to purchase eligible approved equipment for
(18) eighteen UHF Radios along with (35) thirty-five radio software licenses; and

WHEREAS, the City of Irwindale will be reimbursed the amount of $132,000 sought
herein upon the submittal to the County of Los Angeles of the grant reimbursement
request for same; and

WHEREAS, City of Irwindale Municipal Code Section 3.44.080(c), allows for the
purchase from a sole distributor as being a distributor that has a product with no
acceptable substitute; and

WHEREAS, the Irwindale Police Department currently utilizes Motorola UHF
XTS5000 radios, and the intended purchase; and

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

SECTION 1. That additional funding through the 2009 State Homeland
Security Grant Program is recorded as estimated revenues and expenditures to be
appropriated in the amount of $132,000 to the Federal Grant Fund (Fund 31) for the
purchase of UHF radios and radio software.
SECTION 2. That the City waive formal bidding and award a purchase order to Motorola Solutions Inc, as a sole source vendor in accordance with Irwindale Municipal Code Section 3.44.80 (c).

SECTION 3. That a purchase order in the amount not to exceed $132,033.53 to Motorola Solutions Inc., be approved for the purchase of UHF radios and radio software, which is subject to reimbursement following the City's submittal to the County of Los Angeles of the appropriate grant reimbursement request for $132,000, with the remaining $33.53 being funded by Asset Forfeiture Funds.

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

PASSED, APPROVED AND ADOPTED this 25th day of July 2012.

David "Chico" Fuentes, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2012-36-2575 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 25th day of July 2012, by the following vote:

AYES: Councilmembers: Breceda, Garcia, Ortiz, Miranda, Mayor Fuentes

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None

Laura M. Nieto, CMC
Deputy City Clerk

Resolution No. 2012-36-2575
Page 2
REQUEST FOR BIDS ("RFB")
FOR
Public Safety Mobile and Portable Radios

City of Irwindale
5050 North Irwindale Avenue
Irwindale, California 91706
(626) 430-2200

Release Date: August 2, 2012
Deadline for Submission:
August 13, 2012
by 10:00 A.M.

Prepared by
Mario Camacho
Police Lieutenant
City of Irwindale
5050 Irwindale Avenue,
Irwindale, California 91706

August 2, 2012

TO: ALL INTERESTED PARTIES

SUBJECT: REQUEST FOR BID TO PROVIDE PUBLIC SAFETY PORTABLE AND MOBILE RADIOS

The City of Irwindale invites your response to the attached Request for Bid (RFB) to provide public safety mobile and portable radios.

THE DEADLINE TO SUBMIT BIDS IN RESPONSE TO THIS RFB IS MONDAY, August 13, 2012 AT 10:00 A.M. BID MUST BE MARKED “Public Safety Radios Bid” AND MAY BE DELIVERED TO THE CITY CLERK OF THE CITY OF IRWINDALE AT 5050 IRWINDALE AVENUE IRWINDALE CALIFORNIA 91706, OR MAILED TO:

City of Irwindale
“Public Safety Radios Bid”
Attention: City Clerk
5050 Irwindale Ave,
Irwindale, CA 91706

Any bid received after the time and date specified will not be considered since it will not meet the requirements of the RFB. A POSTMARK WILL NOT BE ACCEPTED AS MEETING THE DELIVERY TIME IF RECEIVED AFTER THE DEADLINE.

Important: The Original Copy of the bid must be submitted sealed and marked. The Proposer should retain a duplicate copy. Fax copies will not be accepted. Incomplete or late bids will be considered non-responsive and will not be reviewed. Each bid must be complete when submitted. No changes, modifications, corrections or additions may be made to the bid once it is received by the City of Irwindale.

Please quote hereon in the space provided your lowest price for the public safety mobile and portable radios per the specifications in Section 2.02 of this Request for Bid. The price shall include all services, labor, material, equipment and shipping to Irwindale, CA. 91706 and performance of all operations in connection with the work necessary for the completed project. The right is reserved to accept or reject proposals on each item separately or as a whole.
REQUEST FOR BID

PUBLIC SAFETY MOBILE AND PORTABLE RADIOS

Issuing Offices: City of Irwindale Police Department

Date: August 2, 2012

Section 1: Information for Proposers

1.01 Introduction
The City of Irwindale Police Department seeks cost bids to provide public safety mobile and portable radios. The exact number of radios to be purchased will be determined by the City based on the costs determined by the RFB. The funding for the radios will be provided through grant funding.

1.02 Submission of Bid
Bids will be received by the City Clerk, City of Irwindale, at 5050 Irwindale Avenue, Irwindale, California 91706 by 10:00 A.M. on Monday, August 13, 2012. Any bid not received prior to the time set in this request, or an addendum, shall be disqualified. All bids must be marked on outside of envelope: “Public Safety Radios Bid”

The RFB identifies the requirements of the City. Any deviations from the requirements of this RFB must be clearly identified on an item by item basis. Responders may identify additional functions that their conversion solution offers. Any functionality beyond that required by this RFB that involves additional costs must be clearly identified as an alternative bid item. Alternative methods the Proposer may submit to meet identified requirements must be clearly noted and documented.

The City requires firm price bids for the radio systems described below, proposed conversion solution, peripheral equipment, and documentation. The City requires time and material price bids for all aspects of the proposed radio systems that include installation, warranty, service and maintenance.

1.03 Bid Format
The Proposer shall submit an original and two (2) copies of the Bid Submission Form. The Proposal shall be submitted sealed and marked. A duplicate copy should be retained by the Proposer. The remaining two copies may be submitted together with the Original Copy. Proposals shall be submitted in standard eight and one half inch by eleven inch format and shall be securely bound.
The City accepts no financial responsibility for costs incurred by any Proposer in responding to this RFB. By responding to this RFB the Proposer agrees not to hold the City responsible if material from responses is obtained under the Public Records Act of Freedom of Information Act by parties other than the City without the consent of the Proposer. The Proposer acknowledges the public bid process that renders bids submitted as public documents.

1.04 Interpretations
All questions about the meaning or intent of the Bid document shall be directed to Lieutenant Mario Camacho (626) 430-2238 or mccamacho@ci.irwindale.ca.us.

1.05 Opening of Bids
Bids will be opened and evaluated by the City of Irwindale after the date and time set for receipt. Once a bid has been submitted, it will not be returned. All responses to this RFB will become the property of the City. The successful bid will become public information after the award of contract.

1.06 Rejection of Bids
The award of a contract for the proposed activities is subject to the availability of funding and the approval of the City Council. The City of Irwindale expressly reserves the right to reject any and all bids, to award the contract to the Proposer providing the best value to the City for the proposed costs, and to solicit new bids with modified terms and conditions. It also reserves the right to waive any informality in connection with bids which do not materially affect price, schedule, or fair competition among the potential Bidders.

1.07 Acceptance of Bids
Within thirty (30) days after the final submission date for bids, the City of Irwindale may act upon them. The vendor who has met all criteria will be awarded the opportunity to provide to the City of Irwindale the equipment and services outlined in this request for bid.

The bid award shall be based on, but not necessarily limited to, the following factors:

1. Total price.
2. City’s evaluation of the vendor’s product, the standard features, optional features, and the ability to provide the device in a timely manner.
3. Special needs and requirements of the City.
4. Vendor’s past performance and experience with the City of Irwindale.
5. Integration with existing radios and radio systems used by the City of Irwindale.
6. Ability to integrate with radio systems used by surrounding law enforcement agencies.
7. Ability to deliver the products by September 30, 2012.

The Proposer shall furnish such written information as is necessary to determine their qualifications to accomplish this project successfully. The Proposers shall
provide at least three police departments or facilities in the last year as references that use their equipment for law enforcement application. References will include department name, contact person, and contact phone number. The evaluation and determination of the fulfillment of the above requirements will be determined by the City, and its judgment shall be final.

After selecting the bid that best meets the requirements and which provides the best overall value to the City, the City will start the procurement process with the selected Bidder. If a satisfactory procurement cannot be negotiated, the City may, at its discretion, begin negotiations with the next highest ranking Proposer.

Section 2: BID INFORMATION

2.01 Obligation of Bidders

By submitting a bid, it is presumed that the Proposer has read, understands and agrees to all sections and paragraphs of the RFB. It is also understood that the Proposer has read its own bid and warrants, and that they are a correct representation of the offered systems.

2.02 Desired Features for Public Safety Mobile and Portable Radios

At the minimum, the provided public safety mobile and portable radios will have the following features:

<table>
<thead>
<tr>
<th>Requirement</th>
</tr>
</thead>
</table>

Radios must be capable of:

1. POP25 over the air P25 programming
2. P25 Phase I and Phase II trunking
3. SMARTNET/SmartZone/Omnilink
4. Voice Announcement
5. Adaptive Noise Suppression
6. Encryption DES/OFB Multi key encryption
7. OTAR Over the Air Re-keying
8. Seamless wide band scanning
9. Enhanced Inter-Operability
10. Integration with existing and future ICIS regional trunking system.

*Mobile radios must also include:*

11. Dual band Uhf and Vhf operation
12. Integrated siren and lightbar controller
13. Color screen
14. Intelligent lighting
15. Changeable radio profiles
16. Expandable memory
17. Multi-Control Head Up to 4
18. Integrated GPS capable
19. RFID asset tracking capable
20. All radios must include handheld microphones for radios
City of Irwindale
Proposal Submission Form

Public Safety Mobile and Portable Radios

ALL EQUIPMENT PROVIDED MUST MEET ATTACHED SPECIFICATIONS – NO SUBSTITUTIONS.

ATTACH ALL TECHNICAL DOCUMENTS AND EQUIPMENT SPECIFICATIONS SUPPORTING THE PROPOSED SPECIFICATIONS OF THE RFB.

All radios must be delivered by bidder by September 30, 2012

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portable radios</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Mobile radios</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

SALES TAX: ____________________  
(L.A. County 8.75%)  

SHIPPING/FREIGHT: ____________________  

BID TOTAL: $__________________

Signature: ____________________  Date: ____________________

Print Name: ____________________  Phone: ____________________

Company Name: ____________________  Fax: ____________________

Address: ____________________

______________________________
______________________________
______________________________
City of Irwindale
Proposal Submission Form

Public Safety Mobile and Portable Radios

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<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portable radios/Motorola</td>
<td>1</td>
<td>4886.50</td>
</tr>
<tr>
<td>Astro XTS 5000 portable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile radios/Motorola</td>
<td>1</td>
<td>7638.64</td>
</tr>
<tr>
<td>APX 7500 multiband mobile</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SALES TAX: 1095.95 (I.A. County 8.75%)

SHIPPING/FREIGHT: 75.00

BID TOTAL: $13,696.09

Signature: [R. Young] Date: 08-07-12

Print Name: Richard Young Phone: (626)966-9999

Company Name: Communications Center Fax: (626)966-9991

Address: 719 Arrow Grand Circle Covina, CA 91722
City of Irwindale
Proposal Submission Form

Public Safety Mobile and Portable Radios

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<tr>
<td>Astro XTS 5000 portable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile radios /Motorola</td>
<td>1</td>
<td>7638.64</td>
</tr>
<tr>
<td>APX 7500 multi-band mobile</td>
<td></td>
<td></td>
</tr>
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<th>QUANTITY</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portable radios /Motorola</td>
<td></td>
<td>4884.50</td>
</tr>
<tr>
<td>Astro XTS 5000 portable</td>
<td>1</td>
<td>4884.50</td>
</tr>
<tr>
<td>Mobile radios /Motorola</td>
<td></td>
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</tr>
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Fax: (626)966-9991

Address: 719 Arrow Grand Circle, Covina, CA 91722
<table>
<thead>
<tr>
<th>Law Enforcement Reference</th>
<th>Address</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Azusa Police Department</td>
<td>725 N. Alameda Ave. Azusa, CA 91702</td>
<td>Sam Gonzalez, Chief of Police (626) 812-3200</td>
</tr>
<tr>
<td>Glendora Police Department</td>
<td>150 S. Glendora Ave Glendora, CA 91741</td>
<td>Robert Castro, Chief of Police (626) 430-2238</td>
</tr>
<tr>
<td>Covina Police Department</td>
<td>444 N. Citrus Avenue Covina, CA 91723</td>
<td>Kim Raney, Chief of Police (626) 331-3391</td>
</tr>
</tbody>
</table>
ASTRO® XTS® 5000
Digital Portable Radio

MODEL I:
- Large PTT button
- Angled On/Off volume knob
- Orange emergency button
- Illuminated 16 position top mounted rotary knob
- 2 position concentric switch
- 3 position toggle switch
- 3 programmable side buttons
- Transmit LED indicator
- No keypad / No display
- Up to 48 channels

MODEL II:
Same as XTS Model I features plus the following:
- 1000 channels
- Dial from pre-stored lists
- Programmable soft keys for easy access to radio menu
- Backlit Keypad
  - 3 soft keys
  - 3 navigation keys
- Full Bitmap Display
  - 2 lines of icons
  - 4 lines of text with 12 characters per line
  - Status icons including battery and power indicator

MODEL III:
Same as XTS Model I features plus the following:
- 1000 channels
- Dial from pre-stored lists or free-form entry
- Programmable soft keys for easy access to radio menu
- Backlit Keypad
  - 3 soft keys
  - 3 navigation keys
  - 4 x 3 keypad
- Full Bitmap Display
  - 2 lines of icons
  - 4 lines of text with 12 characters per line
  - Status icons including battery and power indicator

The XTS 5000 Project 25 Digital Radio is the toughest and most interoperable radio Motorola makes. It assures seamless, high quality communication in a robust design that stands up to the most demanding environments.

Motorola's IP-enabled portable two-way performer offers a full array of sophisticated features and progressive technology. Designed specifically for law enforcement, firefighters, emergency medical, military and federal agencies, the XTS 5000 digital portable radio is the preferred tool of life-saving professionals.
**SPECIFICATION SHEET**

**ASTRO® XTS® 5000**  
Digital Portable Radio

**FEATURES AND BENEFITS**

- GPS enabled using GPS Radio Speaker Microphone
- Available in the 700/800 MHz, VHF, UHF R1 and R2 bands
- Trunking standards supported: clear or digital encrypted APCO P16 and APCO P25
- Capable of SmartZone®, SmartZone Omniflux, SmartNet®, and Conventional System Configurations and ASTRO®25 Trunked Operation
- Narrow and wide bandwidth digital receiver (12.5 kHz / 25 kHz)
- Embedded digital signaling (ASTRO & ASTRO 25)

**Enhanced audio features**
- High quality, error corrected digital voice
- Noise Shield® Enhanced Noise Reduction Software
- Audio Gain Control

**Convenience Features**
- Time / Date
- Digital Caller ID

**Ruggedized housing option available in traditional black or public safety yellow**

**Enhanced encryption capability (optional)**

**Utilizes Windows®-based Customer Programming Software (CPS)**
- Supports USB and RS-232 communications
- Built in FLASHport™ support

**Meets Applicable Mil Specs 810C, D, E and F**

**XTS 5000 VHF is now approved for FCC Rule Part 90, Maritime Services**

**Compatible with most MTS and XTS accessories**

**Interchangeable display labels**

---

**TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS**

<table>
<thead>
<tr>
<th>Frequency Range/Bandwidth</th>
<th>VHF</th>
<th>UHF R1</th>
<th>UHF R2</th>
</tr>
</thead>
<tbody>
<tr>
<td>700/800 MHz</td>
<td>700 MHz: 784-777, 794-808, 800-824, 851-870</td>
<td>136-171 MHz</td>
<td>360-470 MHz</td>
</tr>
<tr>
<td>Channel Spacing</td>
<td>12.5 / 20 / 25 kHz</td>
<td>12.5 / 25 kHz</td>
<td>12.5 / 25 kHz</td>
</tr>
<tr>
<td>Maximum Frequency Separation</td>
<td>Full Bandsplit</td>
<td>Full Bandsplit</td>
<td>Full Bandsplit</td>
</tr>
<tr>
<td>Rated RF Output Power Adj*</td>
<td>784-806 MHz: 1 to 3 W</td>
<td>1 to 6 W</td>
<td>1 to 5 W</td>
</tr>
<tr>
<td>Frequency Stability*</td>
<td>±0.00015%</td>
<td>±0.0020%</td>
<td>±0.00020%</td>
</tr>
<tr>
<td>(-30°C to +60°C, +25°C Ref)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Modulation Limiting*</td>
<td>±5.0 kHz</td>
<td>±5.0 kHz</td>
<td>±5.0 kHz</td>
</tr>
<tr>
<td>NPS/PAC channel</td>
<td>±9.0 kHz</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>12.5 kHz channel</td>
<td>±2.5 kHz</td>
<td>±2.5 kHz</td>
<td>±2.5 kHz</td>
</tr>
<tr>
<td>Emissions*</td>
<td>-75 dBc</td>
<td>-75 dBc</td>
<td>-70 dBc</td>
</tr>
<tr>
<td>(Conducted &amp; Radiated)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audio Response*</td>
<td>+1.3 dB</td>
<td>+1.3 dB</td>
<td>+1.3 dB</td>
</tr>
<tr>
<td>(8 dB/Decade Pre-emphasis</td>
<td>from 300 to 3000 Hz)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM Hum &amp; Noise Radio*</td>
<td>-45 dB</td>
<td>-48 dB</td>
<td>-45 dB</td>
</tr>
<tr>
<td>12.5 kHz</td>
<td>-40 dB</td>
<td>-42 dB</td>
<td>-40 dB</td>
</tr>
<tr>
<td>Audio Distortion*</td>
<td>1.50%</td>
<td>1%</td>
<td>1.50%</td>
</tr>
</tbody>
</table>

**VOICE CODER**

- Voice Coding Method IMBE (CAI)
- Improved Multi-Band Excitation (IMBE) 14.4 Kbps IMBE, 2.8 Kbps Error Correction Coding, 2.4 Kbps Embedded Signaling
- Voice Truncation: None
- Frame Re-sync Interval: 180 mSec (Clear Digital Mode)
- Forward Error Correction: Golay code
- Error Mitigation Project 25-CAI (IMBE)
- Dual Level: Level 1: Extrapolates and replaces 20 mSec voice frames that exceed the error correction algorithm tolerance.
- Level 2: Progressive muting of 20 mSec voice frames that are too severely damaged for Level 1 replacement.

*Measured in the analog mode per TIA / EIA-603 under nominal conditions

**Measured in digital mode per TIA/EIA IS 102 CAAA under nominal conditions

Specifications subject to change without notice
## SPECIFICATION SHEET

### ASTRO® XTS® 5000
Digital Portable Radio

### RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS

<table>
<thead>
<tr>
<th>Frequency Range/Bandsplits</th>
<th>700/800 MHz</th>
<th>VHF</th>
<th>136-174 MHz</th>
<th>UHF R1</th>
<th>UHF R2</th>
</tr>
</thead>
<tbody>
<tr>
<td>700 MHz; 764-777</td>
<td>136-174 MHz</td>
<td>380-470 MHz</td>
<td>450-512 MHz</td>
<td></td>
<td></td>
</tr>
<tr>
<td>800 MHz; 851-870</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Channel Spacing</td>
<td>12.5 / 25 kHz</td>
<td>12.5 / 25 kHz</td>
<td>12.5 / 25 kHz</td>
<td>12.5 / 25 kHz</td>
<td></td>
</tr>
<tr>
<td>Maximum Frequency Separation</td>
<td>Full Bandsplit</td>
<td>Full Bandsplit</td>
<td>Full Bandsplit</td>
<td>Full Bandsplit</td>
<td></td>
</tr>
<tr>
<td>Audio Output Power at Rated*</td>
<td>500 mW</td>
<td>500 mW</td>
<td>500 mW</td>
<td>500 mW</td>
<td></td>
</tr>
<tr>
<td>Frequency Stability* (-30°C to +60°C; 25°C Ref.)</td>
<td>±0.0001%</td>
<td>±0.0002%</td>
<td>±0.0002%</td>
<td>±0.0002%</td>
<td></td>
</tr>
<tr>
<td>Analog Sensitivity*</td>
<td>12 dB SINAD</td>
<td>25 μV</td>
<td>20 μV</td>
<td>25 μV</td>
<td>20 μV</td>
</tr>
<tr>
<td>Digital Sensitivity**</td>
<td>1% BER</td>
<td>40 μV</td>
<td>25 μV</td>
<td>40 μV</td>
<td>25 μV</td>
</tr>
<tr>
<td></td>
<td>5% BER</td>
<td>25 μV</td>
<td>20 μV</td>
<td>25 μV</td>
<td>20 μV</td>
</tr>
<tr>
<td>Selectivity*</td>
<td>25 kHz channel</td>
<td>-72 dB</td>
<td>-80 dB</td>
<td>-78 dB</td>
<td>-79 dB</td>
</tr>
<tr>
<td></td>
<td>12.5 kHz channel</td>
<td>-63 dB</td>
<td>-63 dB</td>
<td>-63 dB</td>
<td>-65 dB</td>
</tr>
<tr>
<td>Intermodulation*</td>
<td>-75 dB</td>
<td>-78 dB</td>
<td>-75 dB</td>
<td>-77 dB</td>
<td></td>
</tr>
<tr>
<td>Spurious Rejection*</td>
<td>-75 dB</td>
<td>-80 dB</td>
<td>-80 dB</td>
<td>-85 dB</td>
<td></td>
</tr>
<tr>
<td>FM Hum and Noise*</td>
<td>25 kHz</td>
<td>-68 dB</td>
<td>-66 dB</td>
<td>-64 dB</td>
<td>-63 dB</td>
</tr>
<tr>
<td></td>
<td>12.5 kHz</td>
<td>-60 dB</td>
<td>-60 dB</td>
<td>-45 dB</td>
<td>-45 dB</td>
</tr>
<tr>
<td>Audio Distortion*</td>
<td>1.5%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td></td>
</tr>
</tbody>
</table>

### RADIO MODELS

<table>
<thead>
<tr>
<th>Display</th>
<th>Keypad</th>
<th>Channel Capacity</th>
<th>FLASHport Memory</th>
<th>700/800 MHz Band (764-870 MHz)</th>
<th>VHF (136-174 MHz)</th>
<th>UHF R1 Band (380-470 MHz)</th>
<th>UHF R2 Band (450-620 MHz)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model I</td>
<td>none</td>
<td>none</td>
<td>8 MB</td>
<td>H18UC85P5W5_N</td>
<td>H18KCP85P5W5_N</td>
<td>H18CD85P5W5_N</td>
<td>H18SD85P5W5_N</td>
</tr>
<tr>
<td>Model II</td>
<td>2 lines of icons</td>
<td>4 lines</td>
<td>12 characters</td>
<td>3x2</td>
<td>1000</td>
<td>8 MB</td>
<td>H18UCF95P6W6_N</td>
</tr>
<tr>
<td>Model III</td>
<td>2 lines of icons</td>
<td>4 lines</td>
<td>12 characters</td>
<td>3x6</td>
<td>1000</td>
<td>8 MB</td>
<td>H18UC8HPW7_N</td>
</tr>
</tbody>
</table>

### FCC Designation

AZ4890FT5805
AZ4890FT3804
AZ4890FT4856
AZ4890FT4884

### FCC Emissions Designators

8K10F1E, 20XOF1E, 16KOF3E, 8K10F1D, 11KOF2E

### Power Supply

700/800 MHz: One rechargeable nickel-cadmium, or one optional nickel-metal hydride of lithium ion battery
VHF/UHF R1 & R2: One rechargeable nickel-metal hydride, or one optional nickel cadmium or lithium ion battery

### Dimensions without battery (HxWxD)

6.56" x 2.44" x 1.83"

### Weight without battery

12.5 oz

### BATTERIES FOR ASTRO DIGITAL XTS 8000

<table>
<thead>
<tr>
<th>Battery Capacity / Type</th>
<th>Dimensions (HxWxD)</th>
<th>Weight</th>
<th>Battery Part Numbers</th>
<th>Smart Battery</th>
<th>Battery Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Capacity NiCd</td>
<td>6.15&quot; x 2.3&quot; x .92&quot;</td>
<td>11.10 oz</td>
<td>H18NC8031</td>
<td>Y</td>
<td>1525 mAH</td>
</tr>
<tr>
<td>High Capacity NiCd FM</td>
<td>6.15&quot; x 2.3&quot; x .92&quot;</td>
<td>11.10 oz</td>
<td>H18NC9032</td>
<td>Y</td>
<td>1525 mAH</td>
</tr>
<tr>
<td>High Capacity NiCd Rugged FM</td>
<td>6.15&quot; x 2.3&quot; x .92&quot;</td>
<td>11.10 oz</td>
<td>N18R8297</td>
<td>N</td>
<td>1525 mAH</td>
</tr>
<tr>
<td>High Capacity NiMH</td>
<td>6.15&quot; x 2.3&quot; x .92&quot;</td>
<td>9.53 oz</td>
<td>N18N4438</td>
<td>Y</td>
<td>1800 mAH</td>
</tr>
<tr>
<td>High Capacity NiMH FM</td>
<td>6.15&quot; x 2.3&quot; x .92&quot;</td>
<td>9.53 oz</td>
<td>N18N4438</td>
<td>Y</td>
<td>1750 mAH</td>
</tr>
<tr>
<td>High Capacity NiMH Rugged FM</td>
<td>6.15&quot; x 2.3&quot; x .92&quot;</td>
<td>9.53 oz</td>
<td>N18N4437</td>
<td>Y</td>
<td>1750 mAH</td>
</tr>
<tr>
<td>Ultra High Capacity NiMH</td>
<td>6.15&quot; x 2.3&quot; x .92&quot;</td>
<td>13.18 oz</td>
<td>R18N4006</td>
<td>N</td>
<td>3000 mAH</td>
</tr>
<tr>
<td>Ultra High Capacity NiMH FM</td>
<td>6.15&quot; x 2.3&quot; x .92&quot;</td>
<td>13.18 oz</td>
<td>R18N4007</td>
<td>N</td>
<td>3000 mAH</td>
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<tr>
<td>High Capacity Lithium Ion</td>
<td>6.15&quot; x 2.3&quot; x .60&quot;</td>
<td>6.98 oz</td>
<td>N188810</td>
<td>N</td>
<td>1650 mAH</td>
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<tr>
<td>High Capacity Lithium Ion</td>
<td>6.15&quot; x 2.3&quot; x .60&quot;</td>
<td>6.98 oz</td>
<td>N188862</td>
<td>Y</td>
<td>2000 mAH</td>
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</table>
**SPECIFICATION SHEET**

**ASTRO® XTS® 5000**
Digital Portable Radio

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Pressure</td>
<td>500.1 I</td>
<td>500.2 II</td>
<td>500.3 II</td>
<td>500.4 II</td>
</tr>
<tr>
<td>High temperature</td>
<td>501.1 I, II</td>
<td>501.2 IA, IIA1</td>
<td>501.3 IA, IIA1</td>
<td>501.4 I/Hot, II/Hot</td>
</tr>
<tr>
<td>Low Temperature</td>
<td>502.1 I</td>
<td>502.2 I/C3, IIC1</td>
<td>502.3 I/C3, IIC1</td>
<td>502.4 I/C3, IIC1</td>
</tr>
<tr>
<td>Temperature Shock</td>
<td>503.1 I</td>
<td>503.2 IA/IC3</td>
<td>503.3 I/A1C3</td>
<td>503.4 I</td>
</tr>
<tr>
<td>Solar Radiation</td>
<td>505.1 II</td>
<td>505.2 I</td>
<td>505.3 I</td>
<td>505.4 I</td>
</tr>
<tr>
<td>Rain</td>
<td>506.1 I, II</td>
<td>506.2 I, II</td>
<td>506.3 I, II</td>
<td>506.4 I, III</td>
</tr>
<tr>
<td>Humidity</td>
<td>507.1 II</td>
<td>507.2 II</td>
<td>507.3 II</td>
<td>507.4</td>
</tr>
<tr>
<td>Salt Fog</td>
<td>509.1 I</td>
<td>509.2 I</td>
<td>509.3 I</td>
<td>509.4 **</td>
</tr>
<tr>
<td>Blowing Dust</td>
<td>510.1 I</td>
<td>510.2 I</td>
<td>510.3 I</td>
<td>510.4 **</td>
</tr>
<tr>
<td>Immersion*</td>
<td>512.1 I</td>
<td>512.2 I</td>
<td>512.3 I</td>
<td>512.4 I</td>
</tr>
<tr>
<td>Vibration</td>
<td>514.2 IIIF, Curve-W, XI</td>
<td>514.3 I/10, I/10</td>
<td>514.4 I/10, I/10</td>
<td>514.5 I/24</td>
</tr>
<tr>
<td>Mechanical Shock</td>
<td>518.2 I, II</td>
<td>518.3 I, IV</td>
<td>518.4 I/IV</td>
<td>518.5 I, IV</td>
</tr>
</tbody>
</table>

**ENCRYPTION**

- **Supported Encryption Algorithms**: ADP, AES, DES, DES-XL and DES-OFB, DVF-XL, DVI-XL
- **Encryption Algorithm Capacity**: 8
- **Encryption Keys per Radio**: Module capable of storing 1024 keys. Programmable for 48 common Key Reference (CKR) or 16 Physical Identifier (PID)
- **Encryption Frame Re-sync Interval**: 256 CAI, 360 mSec
- **Encryption Keying Synchronization**: Key Loader
- **Vector Generator**: National Institute of Standards and Technology (NIST) approved random number generator
- **Encryption Type**: Digital and 12-bit Analog Convertional
- **Key Storage**: Tamper protected volatile or non-volatile memory
- **Key Erasure**: Keyboard command and tamper detection
- **Standards**: + FIPS 46-2, + FIPS 140-2, + FIPS 197

**ENVIRONMENTAL SPECIFICATIONS**

- **Operating Temperature**: -30°C / +60°C
- **Storage Temperature**: -40°C / +85°C
- **Humidity**: Per MIL-STD
- **ESD**: IEC 801-2KV
- **Water & Dust Intrusion**: IP64, IPX7*, MIL-STD

**RUGGED OPTION SPECIFICATIONS**

- **Leakage (Immersion)**: MIL-STD-810 C, D, E, F Method 512X Procedure I

* For rugged models only.
** Only one procedure defined.
Specifications subject to change without notice.

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MOTOROLA

Motorola, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. www.motorola.com/governmentandenterprise 1-800-367-2346

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RG-4-200SF
INTEROPERATE WITHOUT BOUNDARIES

APX™ 7500 MULTIBAND MOBILE RADIO

You want communication to be continuous — especially during a high-speed chase or lifesaving helicopter rescue. You depend upon every word being heard and every message being understood, with sirens blasting, engines roaring and weather howling in the background. You count on controls that are easy to locate and operate when situations get stressful. And you expect a mobile so interoperable, your personnel can communicate seamlessly — no matter how many agencies or how vast the area.

Working with public safety personnel around the world, we designed the APX™ 7500 multiband mobile radio with these must-haves in mind. Whether you want instant interoperability, easy ergonomics or loud, clear audio, the APX 7500 delivers it all, everywhere you go.

TALK TOGETHER INSTANTLY
Launching a covert operation or military response, you don’t want to operate two radios in order to communicate. And you don’t have to. The APX 7500 provides interoperability on demand performing across multiple digital and analog networks and operating in any two frequency bands (700/800 MHz, VHF, UHF R1 and UHF R2). Now your agency can rely on one cost-effective multiband mobile instead of installing and operating multiple radios.

INSTALL IT EASILY
Since vehicle space is limited and access can be difficult, we designed the APX 7500 mobile to fit into the existing install space of our XTL radios so you can use, install and remove it easily. You can reuse existing mounting holes and cables on the mid and high-power models. And a new high-power trunion design secures the mobile and makes installing easy — simply remove the radio without removing the cables.

PLAN TO EXPAND NOW
Every APX 7500 radio is P25 Phase 2 Capable for twice the voice capacity. That means you can add more users to your system without adding frequencies or infrastructure. Not only does the APX 7500 meet current P25 standards, it's backwards and forwards compatible and future-ready to support new technology and data applications. So you can upgrade your existing system or design a new one at your own pace.
APX 7500
PROJECT 25 MULTI-BAND MOBILE RADIO

FEATURES AND BENEFITS:
Available in 700/800 MHz, VHF, UHF R1, and UHF R2 bands
Up to 2000 Channels
Optional multiband operation
Trunking Standards supported:
- Clear or digital encrypted ASTRO® 25
- Trunked Operation
- Capable of SmartZone®, SmartZone Omnilink,
  SmartNet®
Analog MDC-1200 and Digital APCO P25 Conventional
System Configurations
Narrow and wide bandwidth digital receiver
(6.25 kHz equivalent/12.5 kHz/25 kHz)*
Embedded digital signaling (ASTRO and ASTRO 25)
Integrated GPS capable
Integrated Encryption Hardware
Seamless wideband scan
Intelligent lighting

Radio profiles
Unified Call List
Expansion Slot Standard
Meets applicable MIL-specs 810C, D, E, F and G
Ships standard IP54
Utilizes Windows XP and Vista Customer Programming
Software (CPS)
- Supports USB Communications
- Built in FLASHPort™ support
Re-use of most XTL™ accessories

OPTIONAL FEATURES:
Enhanced Encryption Software Options
Programming over Project 25 (POP25)
Text Messaging
Over the Air Re-Key (OTAR)
12 character RF ID asset tracking

APX 7500 CONTROL HEAD PORTFOLIO

O2 RUGGED
CONTROL HEAD
- Large color display with intelligent lighting
- 3 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Built in 7.5 watt speaker
- Multiple control head configuration (up to 4)
- Motorcycle configuration available
- Multifunction volume/ channel knob
- Night/day mode button

O3 HAND HELD
CONTROL HEAD
- Large color display with intelligent lighting
- 2 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Integrated full size DTMF keypad
- Hand-held control head with intuitive user interface
- Two quick-access side buttons
- Display contrast selector

O5 STANDARD
CONTROL HEAD
- Tri-color display with intelligent lighting
- 2 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Available with Keypad Microphone
- Multiple control head configuration (up to 4)
- Motorcycle configuration available
- Display contrast selector

O7 ENHANCED
CONTROL HEAD
- Large color display with intelligent lighting
- 3 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Available with Lighting & Siren Controls or DTMF Keypad
- Multiple control head configuration (up to 4)
- Configuration available
- Multifunction volume/ channel knob
- Night/day mode button

O9 INTEGRATED
CONTROL HEAD
- Extra-large full color display with intelligent lighting
- 2 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Integrated full size DTMF keypad
- Large programmable one-touch buttons
- Dedicated siren controls
- Integrated Response Selector
- Night/day mode button

* Per the FCC Narrowbanding rules, new products (APX7500 UHFR1 with UHFR2 Mid Power combination AND UHFR1 High Power with 700/800 MHz combination) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25kHz for United States – State & Local Markets only.
## SIGNALLING (ASTRO MODE)

- **Signalling Rate**: 9.6 kbps
- **Digital ID Capacity**: 10,000,000 Conventional / 48,000 Trunking
- **Digital Network Access Codes**: 4,096 network site addresses
- **ASTRO Digital User Group Addresses**: 4,096 network site addresses
- **Project 25 – CAI Digital User Group Addresses**: 66,000 Conventional / 4,094 Trunking
- **Error Correction Techniques**: Golay, BCH, Reed-Solomon codes
- **Data Access Control**: Slotted CSMA. Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions.

## MOBILE APX 7500

<table>
<thead>
<tr>
<th>Component</th>
<th>Dimensions (Inches)</th>
<th>Dimensions (Millimeters)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mid Power Radio Transceiver</td>
<td>2 x 7 x 8.6</td>
<td>50.8 x 177.8 x 218.4</td>
</tr>
<tr>
<td>O5 Control Head</td>
<td>2 x 7 x 2.5</td>
<td>50.8 x 180.3 x 63.5</td>
</tr>
<tr>
<td>O2 Control Head</td>
<td>2.7 x 9 x 2.1</td>
<td>68.4 x 206 x 52.83</td>
</tr>
<tr>
<td>O7 Control Head</td>
<td>2 x 7 x 1.5</td>
<td>50.8 x 178 x 6.0</td>
</tr>
<tr>
<td>Mid Power Radio Transceiver and O5 Control Head - Dash Mount</td>
<td>2 x 7 x 9.8</td>
<td>50.8 x 180.3 x 243.8</td>
</tr>
<tr>
<td>Mid Power Radio Transceiver and O2 Control Head - Dash Mount</td>
<td>2.7 x 9 x 10.5</td>
<td>68.4 x 206 x 268</td>
</tr>
<tr>
<td>Mid Power Radio Transceiver and O7 Control Head - Dash Mount</td>
<td>2 x 7 x 10.3</td>
<td>50.8 x 178 x 262</td>
</tr>
<tr>
<td>Mid Power Radio Transceiver and Remote Mount</td>
<td>2.0 x 7 x 9.6</td>
<td>50.8 x 180.3 x 243.8</td>
</tr>
<tr>
<td>High Power Radio Transceiver</td>
<td>2.9 x 11.5 x 8.8</td>
<td>74 x 292 x 223</td>
</tr>
<tr>
<td>High Power Radio Transceiver with Handle</td>
<td>3.4 x 11.5 x 8.8</td>
<td>87 x 292 x 223</td>
</tr>
<tr>
<td>Mid Power Radio Transceiver and O5 Control Head Weight</td>
<td>6.6 lbs</td>
<td>3.0 kg</td>
</tr>
<tr>
<td>Mid Power Radio Transceiver and O2 Control Head Weight</td>
<td>7.12 lbs</td>
<td>3.23 kg</td>
</tr>
<tr>
<td>Mid Power Radio Transceiver and O7 Control Head Weight</td>
<td>8.74 lbs</td>
<td>3.96 kg</td>
</tr>
<tr>
<td>High Power Radio Transceiver Weight With Trunion</td>
<td>14.2 lbs</td>
<td>6.4 kg</td>
</tr>
<tr>
<td>High Power Radio Transceiver Weight Without Trunion</td>
<td>12 lbs</td>
<td>5.4 kg</td>
</tr>
</tbody>
</table>

## TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

### 700 MHz
- **Frequency Range/Bandspans**: 764-776 MHz, 794-806 MHz
- **Channel Spacing**: 25/12.5 kHz
- **Maximum Frequency Separation**: Full Bandspilt
- **Rated RF Output Power Adj.** (-30°C to +85°C, 25°C Ref.): 10-30 Watts
- **Frequency Stability**: +/-0.8 PPM
- **Modulation Limiting**: ±5 kHz / ±2.5 kHz
- **Modulation Fidelity [C4FM]**: 12.5 kHz Digital Channel: 1.10%
- **Emissions**: Conducted: -75 dBc / Radiated: -20 dBm
- **Audio Response**: +1, -3 dB (EIA)
- **FM Hum & Noise**: 25 kHz: 50 dB, 12.5 kHz: 48 dB
- **Audio Distortion**: ±25 & ±20 kHz: 0.50%, 12.5 kHz: 0.50%

### 800 MHz
- **Frequency Range/Bandspans**: 808-824 MHz, 851-870 MHz
- **Channel Spacing**: 25/12.5 kHz
- **Maximum Frequency Separation**: Full Bandspilt
- **Rated RF Output Power Adj.** (-30°C to +85°C, 25°C Ref.): 10-30 Watts
- **Frequency Stability**: +/-0.8 PPM
- **Modulation Limiting**: ±5 kHz / ±4 kHz (NPSAPAC), ±5 kHz / ±2.5 kHz
- **Modulation Fidelity [C4FM]**: 12.5 kHz Digital Channel: 1.10%
- **Emissions**: Conducted: -75 dBc / Radiated: -20 dBm
- **Audio Response**: +1, -3 dB (EIA)
- **FM Hum & Noise**: 25 kHz: 50 dB, 12.5 kHz: 48 dB
- **Audio Distortion**: ±25 & ±20 kHz: 0.50%, 12.5 kHz: 0.50%

### VHF
- **Frequency Range/Bandspans**: 136-174 MHz
- **Channel Spacing**: 30/25/12.5 kHz
- **Maximum Frequency Separation**: Full Bandspilt
- **Rated RF Output Power Adj.** (-30°C to +85°C, 25°C Ref.): 10-50 Watts or 25-110 Watts
- **Frequency Stability**: +/-0.8 PPM
- **Modulation Limiting**: ±5 kHz / ±3 kHz (NPSAPAC), ±5 kHz / ±2.5 kHz
- **Modulation Fidelity [C4FM]**: 12.5 kHz Digital Channel: 1.10%
- **Emissions**: Conducted: -85 dBc / Radiated: -20 dBm
- **Audio Response**: +1, -3 dB (EIA)
- **FM Hum & Noise**: 25 kHz: 53 dB, 12.5 kHz: 52 dB
- **Audio Distortion**: ±25 & ±20 kHz: 0.50%, 12.5 kHz: 0.50%

### UHF Range 1
- **Frequency Range/Bandspans**: 380-470 MHz
- **Channel Spacing**: Full Bandspilt
- **Maximum Frequency Separation**: Full Bandspilt
- **Rated RF Output Power Adj.** (-30°C to +85°C, 25°C Ref.): 10-50 Watts or 25-110 Watts
- **Frequency Stability**: +/-0.8 PPM
- **Modulation Limiting**: ±5 kHz / ±3 kHz (NPSAPAC), ±5 kHz / ±2.5 kHz
- **Modulation Fidelity [C4FM]**: 12.5 kHz Digital Channel: 1.10%
- **Emissions**: Conducted: -85 dBc / Radiated: -20 dBm
- **Audio Response**: +1, -3 dB (EIA)
- **FM Hum & Noise**: 25 kHz: 53 dB, 12.5 kHz: 52 dB
- **Audio Distortion**: ±25 & ±20 kHz: 0.50%, 12.5 kHz: 0.50%

### UHF Range 2
- **Frequency Range/Bandspans**: 450-520 MHz
- **Channel Spacing**: Full Bandspilt
- **Maximum Frequency Separation**: Full Bandspilt
- **Rated RF Output Power Adj.** (-30°C to +85°C, 25°C Ref.): 10-45 Watts (450-485 MHz, 10-40 Watts (485-512 MHz, 10-25 Watts (512-520 MHz)
- **Frequency Stability**: +/-0.8 PPM
- **Modulation Limiting**: ±5 kHz / ±3 kHz (NPSAPAC), ±5 kHz / ±2.5 kHz
- **Modulation Fidelity [C4FM]**: 12.5 kHz Digital Channel: 1.10%
- **Emissions**: Conducted: -85 dBc / Radiated: -20 dBm
- **Audio Response**: +1, -3 dB (EIA)
- **FM Hum & Noise**: 25 kHz: 53 dB, 12.5 kHz: 52 dB
- **Audio Distortion**: ±25 & ±20 kHz: 0.50%, 12.5 kHz: 0.50%
### RECEIVER: TYPICAL PERFORMANCE SPECIFICATIONS

<table>
<thead>
<tr>
<th></th>
<th>700 MHz</th>
<th>800 MHz</th>
<th>VHF</th>
<th>UHF Range 1</th>
<th>UHF Range 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frequency Range/Bandwidths</td>
<td>764-776 MHz</td>
<td>851-870 MHz</td>
<td>136-174 MHz</td>
<td>380-470 MHz</td>
<td>450-520 MHz</td>
</tr>
<tr>
<td>Channel Spacing</td>
<td>25/12.5 kHz</td>
<td>25/12.5 kHz</td>
<td>30/25/12.5 kHz</td>
<td>25/12.5 kHz</td>
<td>25/12.5 kHz</td>
</tr>
<tr>
<td>Maximum Frequency Separation</td>
<td>Full Bandsplit</td>
<td>Full Bandsplit</td>
<td>Full Bandsplit</td>
<td>Full Bandsplit</td>
<td>Full Bandsplit</td>
</tr>
<tr>
<td>Audio Output Power at 3% distortion</td>
<td>7.5 W or 15 W ++</td>
<td>7.5 W or 15 W ++</td>
<td>7.5 W or 15 W ++</td>
<td>7.5 W or 15 W ++</td>
<td>7.5 W or 15 W ++</td>
</tr>
<tr>
<td>Frequency Stability (−30°C to +60°C, +25°C Ref.)</td>
<td>+/-0.8 PPM</td>
<td>+/-0.8 PPM</td>
<td>+/-0.8 PPM</td>
<td>+/-0.8 PPM</td>
<td>+/-0.8 PPM</td>
</tr>
<tr>
<td>Analog Sensitivity</td>
<td>12 dB SINAD</td>
<td>-121 dBm</td>
<td>-121 dBm</td>
<td>-123 dBm</td>
<td>-123 dBm</td>
</tr>
<tr>
<td>Digital Sensitivity</td>
<td>5% BER</td>
<td>-121.5 dBm</td>
<td>-123 dBm</td>
<td>-118 dBm</td>
<td>-119 dBm</td>
</tr>
<tr>
<td>Intermodulation</td>
<td>25 kHz</td>
<td>82 dB</td>
<td>82 dB</td>
<td>84 dB</td>
<td>82 dB</td>
</tr>
<tr>
<td></td>
<td>12.5 kHz</td>
<td>82 dB</td>
<td>82 dB</td>
<td>86 dB</td>
<td>82 dB</td>
</tr>
<tr>
<td>Spurious Rejection</td>
<td>25 kHz</td>
<td>91 dB</td>
<td>91 dB</td>
<td>95 dB</td>
<td>93 dB</td>
</tr>
<tr>
<td></td>
<td>12.5 kHz</td>
<td>56 dB</td>
<td>59 dB</td>
<td>59 dB</td>
<td>57 dB</td>
</tr>
<tr>
<td>Audio Distortion at rates</td>
<td>1.20%</td>
<td>1.20%</td>
<td>1.20%</td>
<td>1.20%</td>
<td>1.20%</td>
</tr>
<tr>
<td>FM Hum &amp; Noise</td>
<td>25 kHz</td>
<td>85 dB</td>
<td>85 dB</td>
<td>85 dB</td>
<td>85 dB</td>
</tr>
<tr>
<td></td>
<td>12.5 kHz</td>
<td>75 dB</td>
<td>75 dB</td>
<td>75 dB</td>
<td>75 dB</td>
</tr>
</tbody>
</table>

### POWER AND BATTERY DRAIN

<table>
<thead>
<tr>
<th>Model Type</th>
<th>136-174 MHz, 380-470 MHz, 450-520 MHz, 764-876 MHz</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum RF Power Output</td>
<td>10-35 Watts (764-870 MHz), 10-50 Watts or 25-110 Watts (136-174 MHz), 10-40W or 25-110 Watts (380-470 MHz), 10-45Watts (450-485 MHz), 10-40Watts (485-512 MHz), 10-25Watts (512-520 MHz)</td>
</tr>
<tr>
<td>Operation</td>
<td>13.8V DC ±20% Negative Ground</td>
</tr>
<tr>
<td>Standby at 13.8V</td>
<td>0.85A (764-870 MHz), 0.85A (136-174 MHz), 0.85A (380-470 MHz), 0.85A (450-520 MHz)</td>
</tr>
<tr>
<td>Receive Current at Rated Audio at 13.8V</td>
<td>3.2A (764-870 MHz), 3.2A (136-174 MHz), 3.2A (380-470 MHz), 3.2A (450-520 MHz)</td>
</tr>
<tr>
<td>Transmit Current (A) at Rated Power</td>
<td>136-174 MHz (10-50 Watt)</td>
</tr>
<tr>
<td></td>
<td>380-470 MHz (10-40 Watt)</td>
</tr>
<tr>
<td></td>
<td>450-520 MHz (10-45 Watt)</td>
</tr>
</tbody>
</table>

### GPS SPECIFICATIONS

| Channels | 12 |
| Tracking Sensitivity | −153 dBm |
| Accuracy | <10 meters (95%) |
| Cold Start | <50 seconds (95%) |
| Hot Start | <10 seconds (95%) |
| Mode of Operation | Autonomous (Non-Assisted) GPS |
## MOBILE MILITARY STANDARDS 810C, D, E, F & G

<table>
<thead>
<tr>
<th>MIL-STD #16C</th>
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<th>MIL-STD #16E</th>
<th>MIL-STD #16F</th>
<th>MIL-STD #18D</th>
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<tr>
<td>Method</td>
<td>Proc./Cat.</td>
<td>Method</td>
<td>Proc./Cat.</td>
<td>Method</td>
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<tr>
<td>Low Pressure</td>
<td>500.1 I</td>
<td>500.2 I</td>
<td>500.3 I</td>
<td>500.4 I</td>
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<td>High Temperature</td>
<td>501.1 I, II</td>
<td>501.2 I/A1, I/A1</td>
<td>501.3 I/A1, I/A1</td>
<td>501.4 I/Hot, I/Hot</td>
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<tr>
<td>Low Temperature</td>
<td>502.1 I</td>
<td>502.2 I/C1, I/C1</td>
<td>502.3 I/C1, I/C1</td>
<td>502.4 I/C1, I/C1</td>
</tr>
<tr>
<td>Temperature Shock</td>
<td>503.1 I Proc</td>
<td>503.2 I/A1C3</td>
<td>503.3 I/A1C3</td>
<td>503.4 I</td>
</tr>
<tr>
<td>Solar Radiation</td>
<td>505.1 I</td>
<td>505.2 I</td>
<td>505.3 I</td>
<td>505.4 I</td>
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<tr>
<td>Rain</td>
<td>508.1 I, II</td>
<td>508.2 I, II</td>
<td>508.3 I, II</td>
<td>508.4 I, III</td>
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<tr>
<td>Humidity</td>
<td>507.1 I</td>
<td>507.2 I</td>
<td>507.3 I</td>
<td>507.4 I Proc</td>
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<tr>
<td>Salt Fog</td>
<td>508.1 I Proc</td>
<td>508.2 I Proc</td>
<td>508.3 I Proc</td>
<td>508.4 I Proc</td>
</tr>
<tr>
<td>Blowing Dust</td>
<td>510.1 I</td>
<td>510.2 I</td>
<td>510.3 I, II</td>
<td>510.4 I, II</td>
</tr>
<tr>
<td>Vibration</td>
<td>514.2 V</td>
<td>514.3 V</td>
<td>514.4 V</td>
<td>514.5 V</td>
</tr>
<tr>
<td>Shock</td>
<td>516.2 I, II</td>
<td>516.3 I, V</td>
<td>516.4 I, V</td>
<td>516.5 I, V</td>
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## ENCRYPTION

- **Supported Encryption Algorithms:** AEP, AES, DES, DES-XL, DES-ORL, DVP-XL
- **Encryption Key Algorithm Capacity:** 8
- **Encryption Keys per Radio:** Module capable of storing 1024 keys. Programmable for 128 Common Keys. Reference (OCR) or 16 Physical Identifiers (PID)
- **Encryption Frame Re-sync Interval:** P25 C/AI 300 mSec
- **Encryption Keying:** Key Loader
- **Synchronization:** XLI – Counter Addressing
- **National Institute of Standards and Technology (NIST) approved random number generator:**
- **Encryption Type:** Digital
- **Key Storage:** Tamper protected volatile or non-volatile memory
- **Key Erasure:** Keyboard command and tamper detection
- **Standards:** FIPS 140-2 Level 3 FIPS 157

## ENVIRONMENTAL SPECIFICATIONS

- **Operating Temperature:** -30°C / +80°C
- **Storage Temperature:** -40°C / +80°C
- **Humidity:** Per MIL-STD
- **ESD:** IEC 801-2 KV
- **Water and Dust Intrusion:** IP54 MIL-STD

## FCC TYPE ACCEPTANCE ID

- **FCC ID:** AZ492TT0321
- **Band and Power Level:**
  - 25-110 Watts (136-174 MHz)
  - 25-110 Watts (136-174 MHz)
  - 25-110 Watts (380-470 MHz)
  - 10-50 Watts (136-174 MHz)
  - 10-40 Watts (380-470 MHz)
- **AZ492TT0481**
- **AZ492TT0703**
- **AZ492TT0705**
- **AZ492TT0749**
- **AZ492TT0884**
- **AZ492TT0887**
- **AZ492TT0896**
- **AZ492TT0744**

**Motorola Solutions.com/apx**

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PURCHASE ORDER
No. 0000004917

VENDOR:
Communications Center
719 Arrow Grand Circle
Covina, CA 91722

SHIP TO:
Police Dept
City of Irwindale
5050 N Irwindale Ave
Covina, CA 91722

BILL TO:
City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706

VENDOR NO. VENDOR PHONE NUMBER TERMS DATE REQUIRED DELIVERY DATE
COMMUN01 (626) 966-9999 0 08/15/2012

SHIPPING INSTRUCTIONS

ITEM QTY U/M DESCRIPTION/TASK PRD CODE ACCOUNT UNIT PRICE AMOUNT
1 0.00 10 UHF portable radios and 8 r 31-35-372-44300-3031 121,238.97 121,238.97
2 0.00 10 UHF portable radios and 8 r 16-35-370-44500-0000 33.53 33.53

SUBTOTAL: 121,272.50
TAX: 10,484.47
SHIPPING: 276.56
TOTAL: 132,033.53

TAXABLE: No
CONFIRMING:

City of Irwindale - Payment Approval PO#:
Date: Prepared By: Dept Heads: City Mgr:
Description/Project:
Acct #:

AUTHORIZED SIGNATURE

IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE
**Quote**

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<tr>
<th>Date</th>
<th>Quote #</th>
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<tr>
<td>08/15/2012</td>
<td>14962</td>
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**Address**

IRWINDALE PD  
5050 IRWINDALE AVE  
IRWINDALE, CA 91706  
ACCOUNTS PAYABLE

**Ship To**

IRWINDALE PD  
5050 IRWINDALE AVE  
IRWINDALE, CA 91706

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<th>Activity</th>
<th>Quantity</th>
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<tr>
<td>* DIGITAL SMARTZONE</td>
<td>1</td>
<td>0.00</td>
<td>0.00T</td>
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<tr>
<td>* ENH:PROJECT 25 9600 BAUD TRUNKING</td>
<td>35</td>
<td>240.00</td>
<td>8,400.00T</td>
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<tr>
<td>* APX7500 DUAL BAND MID POWER</td>
<td>8</td>
<td>1,817.60</td>
<td>14,540.80T</td>
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<td>* ENH:ASTRO DIGITAL CAI OP APX</td>
<td>8</td>
<td>412.00</td>
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<td>* ENH:HAND MIC, GCAI WATER</td>
<td>8</td>
<td>57.60</td>
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<td>* ADD:SIREN/PUBLIC ADDRESS</td>
<td>8</td>
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<td>* ADD:REMOTE MOUNT VIP CBL APX</td>
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<td>* ADD:UNIVERSAL RELAY CONTROLLER</td>
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<td>8</td>
<td>480.00</td>
<td>3,840.00T</td>
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<td>* ENH:3 YR RSA COMPREHENSIVE</td>
<td>8</td>
<td>317.00</td>
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<td>* ADD:REMOTE MOUNT MID POWER</td>
<td>8</td>
<td>237.60</td>
<td>1,900.80T</td>
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<tr>
<td>* ADD:REMOTE MOUNT MID POWER</td>
<td>8</td>
<td>237.60</td>
<td>1,900.80T</td>
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<tr>
<td>* ENH:SMARTZONE OPERATION APX</td>
<td>8</td>
<td>1,200.00</td>
<td>9,600.00T</td>
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<td>* ADD:NO RF ANTENNA NEEDED</td>
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<td>0.00</td>
<td>0.00T</td>
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<td>* ADD:ADVANCED SYSTEM KEY-SOFTWARE KEY</td>
<td>8</td>
<td>0.00</td>
<td>0.00T</td>
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<tr>
<td>* ADD:P25 TRUNKING SOFTWARE</td>
<td>8</td>
<td>240.00</td>
<td>1,920.00T</td>
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<td>* ADD:AUXILIARY SWITCH PANEL</td>
<td>8</td>
<td>132.00</td>
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<td>* ADD:09 CONTROL HEAD</td>
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<td>960.00</td>
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<th>Activity</th>
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<th>Amount</th>
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This estimate is valid for 30 days.

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AGENDA REPORT

Date: August 22, 2012
To: Honorable Mayor and Council Members
From: John Davidson, City Manager
Issue: Approval of Amendment No. 3 to Project Reimbursement Agreement Between the City and Arakelian Enterprises, Inc., dba Athens Services

City Manager’s Recommendation:
That the City Council approve the attached Amendment No. 3 to the Project Reimbursement Agreement Between the City and Arakelian Enterprises, Inc., dba Athens Services.

Background:
On October 22, 2008, the City and Athens entered into a Project Reimbursement Agreement (“Deposit Agreement”) requiring Athens to deposit sufficient funds to pay for the City’s processing of Athens’s application for the Materials Recovery Facility/ Transfer Station (MRF/TS) Project, the preparation of the Environmental Impact Report (“EIR”) for the Project, and legal costs for preparation of documents related to the MRF/TS Project. On April 13, 2011, Amendment No. 1 to the Deposit Agreement was approved, requiring Athens to deposit an additional $200,000 to pay for the EIR. On June 22, 2011, Amendment No. 2 to the Deposit Agreement was approved, requiring Athens to deposit an additional $50,000 Therefore, this amends the Agreement to provide additional funds required for the City to process the EIR and related work toward the approval of the MRF/TS Project.

Analysis:
The attached Amendment No. 3 to the Deposit Agreement requires Athens to increase the amount of the deposit provided to the City for processing the approvals related to the MRF/TS Project. Previously, Athens provided the City with a total of $750,000. Concurrently with the approval of this proposed Amendment, Athens will deposit with the City an additional $250,000 so that the City may commence the services to prepare the re-circulated EIR; continue to process the application; and prepare legal documents and agreements related to approval of the project.

Fiscal Impact:
No fiscal impact to the City. The entire cost is the responsibility of the Applicant.

Fiscal Impact: [Signature] (Initial of CFO)
Legal Impact: [Signature] (Initial of Legal Counsel)

Contact Person: John Davidson, City Manager
Phone: 626-430-2217
E-mail: jdavidson@ci.irwindale.ca.us

Attachments: Amendment No. 3 to Project Reimbursement Agreement Between the City and Arakelian Enterprises, Inc., dba Athens Services
AMENDMENT NO. 3 TO PROJECT REIMBURSEMENT AGREEMENT

THIS AMENDMENT NO. 3 TO PROJECT REIMBURSEMENT AGREEMENT (this "Amendment No. 3") is made as of August 22, 2012, by and between the City of Irwindale, a California municipal corporation ("City"), and ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California Corporation ("Developer").

RECITALS

A. On or about June 25, 2008, the Developer, City and Irwindale Community Redevelopment Agency ("Agency") entered into that certain Memorandum of Understanding ("MOU") for consideration of the development and operation of a Solid Waste Materials Recover Facility/Transfer Station ("MRF/TS") in the City, as more specifically described in the MOU ("Project"), to be located on an approximately 17.22 acre site, located at 2200 Arrow Highway (APN 8535-001-911), which is currently owned by the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency and anticipated to be acquired by Developer in the manner contemplated in the MOU.

B. Pursuant to the MOU, the Developer submitted to City an application for development and operation of the Project at the Site.

C. The Project is a project under State law, is not exempt under the provisions of the California Environmental Quality Act ("CEQA"), and must be reviewed by City for its potential environmental impacts. An Environmental Impact Report ("EIR") is required for approval of the Project. City will retain the services of outside consultants due to the nature and scope of the Project.

D. Pursuant to Section 3.B. of the MOU, City and Developer agreed to enter into this Agreement to provide for the reimbursement of City by Developer for certain expenses to be incurred by City in undertaking the review of the Project pursuant to CEQA.

E. On October 22, 2008, the City and Developer entered into that certain Project Reimbursement Agreement ("Agreement") for the purpose of establishing the rights and responsibilities of each party with respect to the processing of Developer's application for the Project, the preparation of the EIR for the Project, and the reimbursement of the costs associated therewith.

F. On April 13, 2011, the Developer and City entered into an Amendment to the Agreement ("Amendment No. 1") to provide for an increased deposit required as a result of the need to re-circulate the previously prepared EIR.

G. On June 22, 2011, the Developer and City entered into an Amendment to the Agreement ("Amendment No. 2") to provide for an increased deposit required as a result of the need to re-circulate the previously prepared EIR.
H. The parties now wish to amend the Agreement by this Amendment No. 3 to provide for an increased deposit required as a result of the revised Scope of Work for the re-circulated EIR.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2 of the Agreement, entitled “Payment” shall be amended in its entirety to read as follows to provide for the increased deposit and remove the $1,000,000.00 cap on the Deposits; provided that any further deposit will require a separate amendment to this Agreement:

"2. Payment.

A. Developer agrees to reimburse City in full for all costs and expenses incurred by City: (a) pursuant to a contract between City and one or more environmental consultants to be selected by the City in cooperation with Developer (collectively, the “EIR Consultant(s)”) to prepare the environmental documents necessary for the Project (the EIR Consultant contracts shall collectively be referenced as "Consultant Agreements"); (b) pursuant to any contract (collectively, the "Contracts") between City and other consultants and attorneys (collectively, the "Additional Consultants") as City may require to process and negotiate permits, entitlements and proposed conditions of approval of the Project, (collectively, the "Expenses").

B. City acknowledges that, prior to executing this Agreement, Developer has paid to City a lump sum deposit on November 30, 2008 in the amount of Five Hundred Thousand and No/100 Dollars ($500,000) ("Initial Deposit"); a second lump sum deposit on April 13, 2011 in the amount of Two Hundred Thousand and No/100 Dollars ($200,000) ("Second Deposit"); and a third lump sum deposit on August 15, 2011 in the amount of Fifty Thousand and No/100 Dollars ($50,000.00). As of the date of this Amendment No 3, City and Developer agree that the unexpended balance of the deposits is $57,300.45 (balance includes all invoices received through June 30, 2012). The City requires Developer to submit an additional Two Hundred and Fifty Thousand and No/100 Dollars ($250,000.00) ("Fourth Deposit"), which Fourth Deposit shall be provided by Developer by August 22, 2012. The Initial, Second, and Third Deposits shall collectively be referred to as the "Deposits".

2. Full Force and Effect. Except as expressly modified herein all other provisions of the Agreement shall remain unmodified and in full force and effect.
3. **Corporate Authority.** The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (I) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment, No. 3 and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

[Signatures follow]
IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 as of the date first written above.

“City”
CITY OF IRWINDALE, a California municipal corporation
By:________________________________________
   John Davidson, City Manager
Approved as to form:
ALESHIRE & WYNDER
By:________________________________________
   Fred Galante
   City Attorney

“Developer”
ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California Corporation
By:________________________________________
Its:________________________________________
By:________________________________________
Its:________________________________________
AGENDA REPORT

Date: August 22, 2012

To: Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: PUBLIC HEARING – ADOPTION OF A RESOLUTION FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM

City Manager's Recommendation:

Pending public testimony, that the City Council adopt Resolution No. 2012-39-2578 entitled “A RESOLUTION OF THE CITY OF IRWINDALE FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL IMPLEMENTATION REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089,” reading by title only and waiving further reading thereof.

Analysis:

1) The Congestion Management Program (CMP) is a state-mandated program enacted by the State legislature with the passage of AB 471, as amended by Assembly Bill 1791 (1990), 1435 (1992), and 3093 (1992). The requirements for the CMP became effective with voter approval of Proposition 111 in June 1990. The Los Angeles County Metropolitan Transportation Authority (MTA), acting as the Congestion Management Agency for Los Angeles County, adopted the 1997 Congestion Management Program in November 1997. The 1997 CMP requires the implementation of a countywide Deficiency Plan, which has a dual purpose; (a) to track new development activity; and (b) to implement locally selected transportation strategies.

2) Currently, MTA continues its work on the Congestion Mitigation Fee Feasibility Study which aims to replace the existing credit-balance reporting method. Until this new reporting method is finalized, the City must continue to report their new development activity and self-certify conformance with all the elements of the CMP, as in the prior years.

3) In order to self-certify CMP compliance, Irwindale is required to schedule a public hearing each year to adopt a resolution to self-certify its compliance with the 1997 CMP requirements. In order to finalize the self-certificate process, we are required to annually submit an adopted resolution and
local implementation report to the MTA. By adopting the subject resolution, the City self-certifies that it is in compliance with the 1997 Congestion Management Program requirements. In the process, the City remains eligible to receive state gas tax (section 2105) funds and preserve its eligibility for other state and federal transportation funds.

4) A “Notice of Public Hearing” was posted on July 30, 2012 and published in the San Gabriel Valley Tribune on July 30th and August 6th, 2012.

Fiscal Impact: __________ (Initial of CFO) None.

Legal Impact: __________ (Initial of Legal Counsel) None.

Contact Person: Kwok Tam, Public Works Director/City Engineer- (626)430-2212

John Davidson, City Manager
RESOLUTION NO. 2012-39-2578

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
FINDING THE CITY OF IRWINDALE TO BE IN CONFORMANCE WITH THE
CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING
THE CMP LOCAL IMPLEMENTATION REPORT IN ACCORDANCE WITH
CALIFORNIA GOVERNMENT CODE SECTION 65089

WHEREAS, the Congestion Management Program (CMP) statute (California
Government Code §65088 et seq.) requires that the Los Angeles County
Metropolitan Transportation Authority ("LACMTA"), acting as the Congestion
Management Agency for Los Angeles County, annually determine that the County
and cities within the County are conforming to all CMP requirements; and

WHEREAS, LACMTA requires submittal of the CMP Local Development Report
by September 1 of each year; and

WHEREAS, the City Council held a noticed public hearing on August 22, 2012.

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

SECTION 1. That the City has taken all of the following actions, and that the
City is in conformance with all applicable requirements of the 2004 CMP adopted
by the LACMTA Board on July 22, 2004:

a. The City has locally adopted and continues to implement a transportation
demand management ordinance, consistent with the minimum requirements
identified in the CMP Transportation Demand Management chapter.

b. The City has locally adopted and continues to implement a land use analysis
program, consistent with the minimum requirements identified in the CMP
Land Use Analysis Program chapter.

c. The City has adopted a Local Development Report, attached hereto and
made a part hereof, consistent with the requirements identified in the Draft
2004 CMP. This report balances traffic congestion impacts due to growth
within the City with transportation improvements, and demonstrates that the
City is meeting its responsibilities under the Countywide Deficiency Plan
consistent with the LACMTA Board adopted 2003 Short Range
Transportation Plan.
SECTION 2. That the Deputy City Clerk shall certify to the adoption of this Resolution and shall forward a copy of this Resolution to the Los Angeles County Metropolitan Transportation Authority.

PASSED, APPROVED and ADOPTED this 22nd day of August 2012.

ATTEST:

__________________________________
Laura Nieto, CMC
Deputy City Clerk

David "Chico" Fuentes, Mayor
### 2011 DEFICIENCY PLAN SUMMARY

*IMPORTANT: All "#value!" cells on this page are automatically calculated. Please do not enter data in these cells.*

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<th>DEVELOPMENT TOTALS</th>
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<td>Group Quarters</td>
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</tr>
<tr>
<td><strong>COMMERCIAL DEVELOPMENT ACTIVITY</strong></td>
<td>1,000 Net Sq.Ft.²</td>
</tr>
<tr>
<td>Commercial (less than 300,000 sq.ft.)</td>
<td>0.00</td>
</tr>
<tr>
<td>Commercial (300,000 sq.ft. or more)</td>
<td>0.00</td>
</tr>
<tr>
<td>Freestanding Eating &amp; Drinking</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>NON-RETAIL DEVELOPMENT ACTIVITY</strong></td>
<td>1,000 Net Sq.Ft.²</td>
</tr>
<tr>
<td>Lodging</td>
<td>0.00</td>
</tr>
<tr>
<td>Industrial</td>
<td>654.37</td>
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<tr>
<td>Office (less than 50,000 sq.ft.)</td>
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<tr>
<td>Office (50,000-299,999 sq.ft.)</td>
<td>0.00</td>
</tr>
<tr>
<td>Office (300,000 sq.ft. or more)</td>
<td>0.00</td>
</tr>
<tr>
<td>Medical</td>
<td>0.00</td>
</tr>
<tr>
<td>Government</td>
<td>0.00</td>
</tr>
<tr>
<td>Institutional/Educational</td>
<td>0.00</td>
</tr>
<tr>
<td>University (# of students)</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>OTHER DEVELOPMENT ACTIVITY</strong></td>
<td>Daily Trips</td>
</tr>
<tr>
<td>ENTER IF APPLICABLE</td>
<td>868.00</td>
</tr>
<tr>
<td>ENTER IF APPLICABLE</td>
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</tr>
</tbody>
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<table>
<thead>
<tr>
<th>EXEMPTED DEVELOPMENT TOTALS</th>
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</thead>
<tbody>
<tr>
<td>Exempted Dwelling Units</td>
<td>0</td>
</tr>
<tr>
<td>Exempted Non-residential sq. ft. (in 1,000s)</td>
<td>0</td>
</tr>
</tbody>
</table>

---

2. Net square feet is the difference between new development and adjustments entered on pages 2 and 3.
### CITY OF IRWINDALE

**2012 CMP Local Development Report**

**Reporting Period:** JUNE 1, 2011 - MAY 31, 2012

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

### PART 1: NEW DEVELOPMENT ACTIVITY

#### RESIDENTIAL DEVELOPMENT ACTIVITY

<table>
<thead>
<tr>
<th>Category</th>
<th>Dwelling Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>0.00</td>
</tr>
<tr>
<td>Multi-Family Residential</td>
<td>0.00</td>
</tr>
<tr>
<td>Group Quarters</td>
<td>0.00</td>
</tr>
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</table>

#### COMMERCIAL DEVELOPMENT ACTIVITY

<table>
<thead>
<tr>
<th>Category</th>
<th>1,000 Gross Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial (less than 300,000 sq.ft.)</td>
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</tr>
<tr>
<td>Commercial (300,000 sq.ft. or more)</td>
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</tr>
<tr>
<td>Freestanding Eating &amp; Drinking</td>
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</tbody>
</table>

#### NON-RETAIL DEVELOPMENT ACTIVITY

<table>
<thead>
<tr>
<th>Category</th>
<th>1,000 Gross Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging</td>
<td>0.00</td>
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<tr>
<td>Industrial</td>
<td>655.31</td>
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<tr>
<td>Office (less than 50,000 sq.ft.)</td>
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<tr>
<td>Office (50,000-299,999 sq.ft.)</td>
<td>0.00</td>
</tr>
<tr>
<td>Office (300,000 sq.ft. or more)</td>
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<td>0.00</td>
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<tr>
<td>Government</td>
<td>0.00</td>
</tr>
<tr>
<td>Institutional/Educational</td>
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</tr>
<tr>
<td>University (# of students)</td>
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#### OTHER DEVELOPMENT ACTIVITY

<table>
<thead>
<tr>
<th>Description</th>
<th>Daily Trips</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Attach additional sheets if necessary)</td>
<td>868.00</td>
</tr>
</tbody>
</table>

**Page 2**
## PART 2: NEW DEVELOPMENT ADJUSTMENTS

**IMPORTANT:** Adjustments may be claimed only for 1) development permits that were both issued and revoked, expired or withdrawn during the reporting period, and 2) demolition of any structure with the reporting period.

### RESIDENTIAL DEVELOPMENT ADJUSTMENTS

<table>
<thead>
<tr>
<th>Category</th>
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<tbody>
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<tr>
<td>Multi-Family Residential</td>
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<tr>
<td>Group Quarters</td>
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### COMMERCIAL DEVELOPMENT ACTIVITY

<table>
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<tr>
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<td>0.00</td>
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<tr>
<td>Freestanding Eating &amp; Drinking</td>
<td>0.00</td>
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### NON-RETAIL DEVELOPMENT ACTIVITY

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<tr>
<td>Government</td>
<td>0.00</td>
</tr>
<tr>
<td>Institutional/Educational</td>
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</tr>
<tr>
<td>University (# of students)</td>
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### OTHER DEVELOPMENT ACTIVITY

<table>
<thead>
<tr>
<th>Description</th>
<th>Daily Trips</th>
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</thead>
<tbody>
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<tr>
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</tr>
<tr>
<td>ENTER IF APPLICABLE</td>
<td>0.00</td>
</tr>
</tbody>
</table>
Exempted Development Definitions:
1. Low/Very Low Income Housing: As defined by the California Department of Housing and Community Development as follows:
   - Low-Income: equal to or less than 80% of the County median income, with adjustments for family size.
   - Very Low-Income: equal to or less than 50% of the County median income, with adjustments for family size.
2. High Density Residential Near Rail Stations: Development located within 1/4 mile of a fixed rail passenger station and that is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre is automatically considered high density.
3. Mixed Uses Near Rail Stations: Mixed-use development located within 1/4 mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing.
4. Development Agreements: Projects that entered into a development agreement (as specified under Section 65864 of the California Government Code) with a local jurisdiction prior to July 10, 1989.
5. Reconstruction or replacement of any residential or non-residential structure which is damaged or destroyed, to the extent of > or = to 50% of its reasonable value, by fire, flood, earthquake or other similar calamity.
6. Any project of a federal, state or county agency that is exempt from local jurisdiction zoning regulations and where the local jurisdiction is precluded from exercising any approval/disapproval authority. These locally precluded projects do not have to be reported in the LDR.
## Congestion Management Program FY2011-12

### BUILDING COMPLETE (CERTIFICATE OF OCCUPANCY ISSUED)

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Address</th>
<th>Application Date</th>
<th>P.C. #</th>
<th>P.C. Fee</th>
<th>B.P. #</th>
<th>B.P. FEE</th>
<th>Issue Date</th>
<th>Final Date</th>
<th>Owner/Developer</th>
<th>Description</th>
<th>Occupancy Group</th>
<th>Sq. Ft.</th>
<th>Valuation</th>
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</thead>
<tbody>
<tr>
<td>Ind New</td>
<td>4600 Acusa Cyn Rd.</td>
<td>5/26/2010</td>
<td>B-5-112</td>
<td>$236,132.36</td>
<td>B-5-112</td>
<td>$282,538</td>
<td>11/16/2010</td>
<td>9/27/2011</td>
<td>7th Street Development - Hwy Fond Foods LLC</td>
<td>Construct a Concrete Tilt-up Building with Metal Deck</td>
<td>S-1/F-1/B</td>
<td>655,308</td>
<td>$18,000,000.00</td>
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</table>

**Total:** $236,132.36 $282,538

### RESIDENTIAL (N/A)

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Address</th>
<th>Application Date</th>
<th>P.C. #</th>
<th>P.C. Fee</th>
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<th>Description</th>
<th>Occupancy Group</th>
<th>Sq. Ft.</th>
<th>Valuation</th>
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</table>

**Total:** $0 $0

### DEMOLITION COMPLETE

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Address</th>
<th>Application Date</th>
<th>P.C. #</th>
<th>P.C. Fee</th>
<th>B.P. #</th>
<th>B.P. FEE</th>
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<th>Description</th>
<th>Occupancy Group</th>
<th>Sq. Ft.</th>
<th>Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demo Ind</td>
<td>2455 Buena Vista St</td>
<td>2/16/2012</td>
<td>N/A</td>
<td>N/A</td>
<td>B-5-796</td>
<td>$379.50</td>
<td>2/18/2012</td>
<td>3/30/2012</td>
<td>S A Recycling LLC</td>
<td>Demo Existing 942 sq. ft. Home (formerly residential currently industrial)</td>
<td>R-3</td>
<td>942</td>
<td>N/A</td>
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</table>

**Total:** N/A $379.50

### RESIDENTIAL (N/A)

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Address</th>
<th>Application Date</th>
<th>P.C. #</th>
<th>P.C. Fee</th>
<th>B.P. #</th>
<th>B.P. FEE</th>
<th>Issue Date</th>
<th>Final Date</th>
<th>Owner/Developer</th>
<th>Description</th>
<th>Occupancy Group</th>
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<th>Valuation</th>
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<tbody>
<tr>
<td>Demo Res</td>
<td>4659 Nora Ave.</td>
<td>8/9/2011</td>
<td>B-5-516</td>
<td>N/A</td>
<td>B-5-516</td>
<td>$379.50</td>
<td>8/9/2011</td>
<td>11/22/2011</td>
<td>Jesus Zepeda</td>
<td>Demolition of Garage due to Fire Damage</td>
<td>R-3</td>
<td>400</td>
<td>N/A</td>
</tr>
<tr>
<td>Demo Res</td>
<td>4618 Friar St</td>
<td>5/31/2011</td>
<td>B-5-537</td>
<td>N/A</td>
<td>B-5-537</td>
<td>$379.50</td>
<td>5/31/2011</td>
<td>9/20/2011</td>
<td>Kimberly Brown</td>
<td>Demolition of Back House</td>
<td>R-3</td>
<td>600</td>
<td>N/A</td>
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<tr>
<td>Demo Res</td>
<td>16140 Arrow Hwy.</td>
<td>4/28/2001</td>
<td>B-5-519</td>
<td>N/A</td>
<td>B-5-519</td>
<td>No Fee</td>
<td>4/28/2011</td>
<td>1/13/2012</td>
<td>Redevelopment Agency</td>
<td>Demolition of Agency-owned Home</td>
<td>R-3</td>
<td>1258</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Total:** N/A $379.50

8/15/2012 11:23 AM

1 T:\WP-ENGINEERING\CMP'S\2012 CMP\Congestion Management Program 11-12 (Lizzy's Info) rev1.xls
**Congestion Management Program FY2011-12**

### BUILDING COMPLETE (NO FINAL or CERTIFICATE OF OCCUPANCY ISSUED)

#### INDUSTRIAL & COMMERCIAL (N/A)

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Address</th>
<th>Application Date</th>
<th>P.C. #</th>
<th>P.C. Fee</th>
<th>B.P. #</th>
<th>B.P. FEE</th>
<th>Issue Date</th>
<th>Final Date</th>
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<th>Description</th>
<th>Occupancy Group</th>
<th>Sq. Ft.</th>
<th>Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Comm New 5000 N Insindle Ave</td>
<td>12/15/2010</td>
<td>B-2-370</td>
<td>$81,049.37</td>
<td>B-2-370</td>
<td>$96,045.50</td>
<td>6/6/2011</td>
<td></td>
<td>Southern California Edison</td>
<td>Construct of a four (4) Level, Three (3) story parking structure, 474 Cars</td>
<td>S-2</td>
<td>43,005</td>
<td>$6,643,164.00</td>
</tr>
<tr>
<td>2</td>
<td>Comm New 5200 Rivergrade Rd.</td>
<td>7/29/2008</td>
<td>B-4-415</td>
<td>$11,790.23</td>
<td>B-4-415</td>
<td>$11,742.45</td>
<td>10/13/2010</td>
<td></td>
<td>Inlandesd Investment LLC</td>
<td>Construct a Car Wash &amp; Convenience Store</td>
<td>B/M</td>
<td>4,390</td>
<td>$510,000.00</td>
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<tr>
<td>3</td>
<td>Comm New 5200 Rivergrade Rd.</td>
<td>6/12/2008</td>
<td>B-4-437</td>
<td>$10,122.36</td>
<td>B-4-437</td>
<td>$10,104.18</td>
<td>10/13/2010</td>
<td></td>
<td>Inlandesd Investment LLC</td>
<td>Construct a Shell Building</td>
<td>A-3/B/M</td>
<td>4,390</td>
<td>$500,000.00</td>
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<tr>
<td>4</td>
<td>Comm Add 16025 Cypress St.</td>
<td>9/9/2010</td>
<td>B-5-270</td>
<td>$754.85</td>
<td>B-5-270</td>
<td>$893.26</td>
<td>3/7/2011</td>
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<td>Roman Catholic Archbishop of Los Angeles</td>
<td>Upgrade Restrooms - Adding 165 ft. to Existing Building</td>
<td>A-3</td>
<td>165</td>
<td>$20,000.00</td>
</tr>
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</table>

Total: $81,049.37 | $96,045.50

### RESIDENTIAL (N/A)

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Address</th>
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<th>Description</th>
<th>Occupancy Group</th>
<th>Sq. Ft.</th>
<th>Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MFR New 5164 Ayon Ave</td>
<td>6/14/2011</td>
<td>B-5-550</td>
<td>$14,957.32</td>
<td>B-5-550</td>
<td>$17,541.58</td>
<td>2/6/2012</td>
<td></td>
<td>The Northridge Group</td>
<td>Construct ten (10) new apartment units, Gazabo</td>
<td>R-2</td>
<td>6,962</td>
<td>$1,032,000.00</td>
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Total: $14,957.32 | $17,541.58

### NEW CONSTRUCTION IN PROGRESS

#### INDUSTRIAL & COMMERCIAL (N/A)

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Address</th>
<th>Application Date</th>
<th>P.C. #</th>
<th>P.C. Fee</th>
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</thead>
<tbody>
<tr>
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Total: 0 | 0

#### RESIDENTIAL (N/A)

| Permit Type | Address                  | Application Date | P.C. #  | P.C. Fee  | B.P. #  | B.P. FEE | Issue Date | Final Date | Owner/Developer                        | Description                                                                 | Occupancy Group | Sq. Ft. | Valuation  |
|-------------|--------------------------|------------------|---------|-----------|---------|----------|------------|------------|----------------------------------------|-----------------------------------------------------------------------------|                 | 0       | 0.00       |

Total: 0 | 0

8/15/2012 11:23 AM
# Congestion Management Program FY2011-12

## Demolition in Progress

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Address</th>
<th>Application Date</th>
<th>P.C. #</th>
<th>P.C. Fee</th>
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</tr>
</thead>
<tbody>
<tr>
<td>INDUSTRIAL &amp; COMMERCIAL (N/A)</td>
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Total: N/A $0.00

## Expired, Revoked, Withdrawn Plan Checks

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Address</th>
<th>Application Date</th>
<th>P.C. #</th>
<th>P.C. Fee</th>
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<th>B.P. FEE</th>
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<td>INDUSTRIAL &amp; COMMERCIAL (N/A)</td>
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</tbody>
</table>

Total: $0.00

8/15/2012 11:23 AM
AGENDA REPORT

Date: August 22, 2012

To: Mayor and Council Members

From: John Davidson, City Manager

Issue: Zone Ordinance Amendment to the Irwindale Municipal Code regarding massage establishments, which will affect properties Citywide.

RECOMMENDATION

That the City Council adopt (Introduction and First Reading) the attached Ordinance No. 660 to amend Chapters 17.08 and 17.32 of the Irwindale Municipal Code pertaining to massage establishments.

BACKGROUND & PURPOSE

The City Council adopted Ordinance No. 648 on February 9, 2011 amending chapters 9.64, 17.08, 17.32, 17.36 and 17.59 of the Irwindale Municipal Code to add standards regulating massage-related establishments. The ordinance affected properties citywide. The initial objective was the elimination of any inconsistencies between the existing Irwindale Municipal Code and SB 731 (Chapter 384, Statutes of 2008) relative to the establishment and operation of such businesses; and incorporation of development and operating standards for the establishment and operation of massage facilities.

The prior amendments contained in Ordinance No. 648 were not published due to issues the publisher encountered with the codification and cross-referencing of specified chapters and sections of the Code, including Sections 17.08 and 17.32. The proposed ordinance would make technical, non-substantive cleanup amendments to the Code to address these issues of codification and cross-referencing. This revised ordinance does not include any new text; it is simply a cleanup of code sections, code location and numbering. Staff has included a copy of Ordinance No. 648 as a reference for comparison. The following summaries provide details on what changes are proposed.

Summary of Proposed Changes to Section 17.08.370 of the Municipal Code

This section shall be amended to list Section 17.08.370 as "Massage Establishment (see IMC Section 9.64.010)." In Ordinance No. 648, "Massage Establishment (see IMC Section 9.64.010)" was listed as Section 17.08.372 and "May" was listed as Section 17.08.370. However, the definitions are listed alphabetically, which would require that their section numbers be swapped.

Summary of Proposed Changes to Section 17.08.372 (formerly Section 17.08.370) of the Municipal Code

This section shall be amended to renumber Section 17.08.370 – "May" to Section 17.08.372 – "May". In Ordinance No. 648, "Massage Establishment (see IMC Section 9.64.010)" was listed as Section 17.08.372 and "May" was listed as Section 17.08.370. However, the definitions are listed alphabetically, which would require that their section numbers be swapped.
Summary of Proposed Changes to Section 17.32.010 of the Municipal Code
This section, formerly known as "Permitted Uses" shall be replaced with "Uses Requiring a Conditional Use Permit."

Summary of Proposed Changes to Section 17.32.012 of the Municipal Code
This section shall be deleted. All of the previous uses which required a Conditional Use Permit have been moved to Section 17.32.010. The former Section 17.32.010 is now Section 17.32.090, entitled "Signs."

Summary of Proposed Changes to Section 17.32.090 of the Municipal Code
This section is new and adds the remaining permitted uses from former Section 17.32.010 to Section 17.32.090, entitled "Signs." These uses were the remaining permitted uses after all of the professional occupations were moved to a new section, requiring them to have a Conditional Use Permit. All of the remaining uses were sign related and in an effort to be consistent with the other chapters, staff created a separate section specifically for signage.

PLANNING COMMISSION
At the July 18, 2012 Planning Commission Meeting, the Planning Commission unanimously adopted Resolution No. 606(12) recommending that the City Council adopt an ordinance amending regulations for massage establishments to the Irwindale Zoning Ordinance.

ENVIRONMENTAL REVIEW
Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project, and has determined that the proposed Code Amendment is categorically exempt under Section 15061 (b)(3) of the CEQA Guidelines in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment that activity is not subject to CEQA and is not considered a project under the California Environmental Quality Act (CEQA).

PUBLIC HEARING NOTICE
The required Legal Notice for the public hearing on this case was published in the San Gabriel Valley Tribune; posted at City Hall, the Irwindale Library and the United States Post Office on August 13, 2012.

FISCAL IMPACT
The proposed Zoning Code Amendment is not anticipated to create any fiscal impact to the City.

Fiscal Impact:  
(Initial of CFO)

Legal Impact:  
(Initial of Legal Counsel)

Contact Person: Ken Lee, Community Development Director/Redevelopment Consultant
Phone: 626-430-2213
E-mail: klee@ci.irwindale.ca.us
Attachments: Resolution No. 606(12)

Exhibits: "A" – Ordinance No. 660
"B" – Ordinance No. 648 (adopted February 9, 2011)
ORDINANCE NO. 660

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTERS 17.08 AND 17.32 OF THE CITY OF IRWINDALE MUNICIPAL CODE, REGARDING MASSAGE ESTABLISHMENTS, WHICH WILL AFFECT PROPERTIES CITYWIDE.

WHEREAS, the City of Irwindale, 5050 Irwindale Avenue, Irwindale, CA 91706, the Applicant, has made a request for a Zone Ordinance Amendment (ZOA 2-12) to the Irwindale Municipal Code regarding massage establishments, which will affect properties Citywide, to initiate a change to the code; and

WHEREAS, on July 18, 2012, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application and recommended that the City Council approve the Zone Ordinance Amendment, subject to the approval of an ordinance; and

WHEREAS, on August 22, 2012, the City Council conducted a duly noticed public hearing, as required by law, on the Application and recommendation of the Planning Commission to approve this Zone Ordinance Amendment which would make technical, non-substantive cleanup amendments to the Irwindale Zoning Code to address issues of codification and cross-referencing in specified chapters and sections of the Code, and conducted a first reading of the Zone Ordinance Amendment.

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

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

SECTION 1. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Chapter 17.08 “Definitions” of the Irwindale Municipal Code, shall be revised to list Section 17.08.370 as “Massage Establishment (see IMC Section 9.64.010)” and list Section 17.08.372 as “May” to read as follows:

Chapter 17.08 - DEFINITIONS

17.08.005 - Generally.

17.08.010 - Abut, adjoining or contiguous.

17.08.015 - Access.
17.08.020 - Accessory use.
17.08.025 - Adjacent.
17.08.030 - Alley.
17.08.035 - Apartment.
17.08.040 - Apartment house.
17.08.045 - Asphalt plant.
17.08.050 - Assessor.
17.08.055 - Automobile dismantling yard.
17.08.060 - Basement.
17.08.065 - Batching plant.
17.08.067 - Billboards.
17.08.070 - Borrow pit.
17.08.075 - Building.
17.08.080 - Building, accessory.
17.08.085 - Building height.
17.08.090 - Building, main.
17.08.095 - Carport.
17.08.100 - Cellar.
17.08.105 - Centerline.
17.08.110 - Child care center.
17.08.115 - City.
17.08.120 - Club, private.
17.08.125 - Commission.

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17.08.130 - Convalescent home.
17.08.135 - Council.
17.08.140 - Court.
17.08.145 - Dairy.
17.08.150 - Day camp.
17.08.153 - Day spa.
17.08.155 - Detached living quarters.
17.08.160 - Director.
17.08.165 - Duplex.
17.08.170 - Dwelling, multiple.
17.08.175 - Dwelling, one-family.
17.08.180 - Dwelling, three-family.
17.08.185 - Dwelling, two-family.
17.08.190 - Dwelling unit.
17.08.195 - Dump, inert solid.
17.08.200 - Dump, rubbish and refuse.
17.08.205 - Educational institution.
17.08.210 - Explosives.
17.08.215 - Family.
17.08.220 - Floor area, gross.
17.08.225 - Garage.
17.08.230 - Gender.
17.08.235 - Grade, ground level.
17.08.240 - Gradient.
17.08.245 - Guesthouse.
17.08.250 - Guestroom.
17.08.255 - Height.
17.08.260 - Highway, major.
17.08.265 - Highway, secondary.
17.08.270 - Hog ranch.
17.08.275 - Home for the aged.
17.08.280 - Home occupation.
17.08.285 - Hospital.
17.08.290 - Household pet.
17.08.295 - Junk and salvage yard.
17.08.300 - Kitchen.
17.08.305 - Landscaping.
17.08.310 - Lot or parcel of land.
17.08.315 - Lot area.
17.08.320 - Lot, corner.
17.08.325 - Lot depth.
17.08.330 - Lot, interior.
17.08.335 - Lot, key.
17.08.340 - Lot line, front.
17.08.345 - Lot line, rear.
17.08.350 - Lot line, side.
17.08.355 - Lot, reversed corner.
17.08.360 - Lot, through.
17.08.365 - Lot, width.
17.08.370 - Massage Establishment (see IMC Section 9.64.010).
17.08.372 - May.
17.08.375 - Medical clinic.
17.08.376 - Medical marijuana dispensary.
17.08.380 - Nonconforming use of structure, lawful.
17.08.385 - Nursery school.
17.08.390 - Nursing and convalescent hospital.
17.08.395 - Oath.
17.08.400 - Open space.
17.08.410 - Parking space or facilities, off-street.
17.08.412 - Places of worship.
17.08.415 - Person.
17.08.418 - Parks.
17.08.420 - Plural.
17.08.425 - Quarry.
17.08.426 - Quarry operations—Definitions.
17.08.430 - Recorder.
17.08.431 - Recycling facility.
17.08.433 - Residential garage sales.
17.08.435 - Sanitarium and sanatorium.
17.08.436 - Second unit, residential.

17.08.440 - Shall.

17.08.445 - Sign.

17.08.450 - Singular.

17.08.455 - Sloping terrain.

17.08.460 - Solid fill.

17.08.465 - Solid fill project.

17.08.470 - State.

17.08.475 - Story.

17.08.480 - Story, half.

17.08.485 - Street.

17.08.490 - Structure.

17.08.491 - Swap meets.

17.08.495 - Tenses.

17.08.500 - Transfer station.

17.08.505 - Triplex.

17.08.510 - Unit, commercial and manufacturing.

17.08.515 - Use.

17.08.520 - Writing.

17.08.525 - Yard.

17.08.530 - Yard, front.

17.08.535 - Yard, rear.

17.08.540 - Yard, side.
SECTION 3. Chapter 17.32 “Commercial Professional Zone” of the Irwindale Municipal Code, shall revise Section 17.32.010, formerly known as “Permitted Uses” to “Uses Requiring a Conditional Use Permit”; delete Section 17.32.012, formerly known as “Uses Requiring a Conditional Use Permit” and add Section 17.32.090, entitled “Signs” to read as follows:

Chapter 17.32 - C-P COMMERCIAL PROFESSIONAL ZONE

Sections:

17.32.010 - Uses requiring a Conditional Use Permit.
17.32.015 - Medical marijuana dispensary—Prohibited.
17.32.020 - Height.
17.32.030 - Front yard.
17.32.040 - Side yards.
17.32.050 - Placement of buildings.
17.32.060 - Lot area.
17.32.070 - Lot width.
17.32.080 - Permissible lot coverage.
17.32.090 - Signs

17.32.010 - Uses requiring a Conditional Use Permit.

Because of considerations of smoke, fumes, dust, odor, vibration, noise, traffic congestion, or hazard, the establishment or operation of the following uses in the C-P zone shall not be permitted unless a conditional use permit authorizing such use has been granted.

A. Any professional occupation for which a license is required by the Business and Professions Code of the state, including, but not limited to, the following:

1. Accountants,
2. Advertisers,
3. Architects,
4. Attorneys,
5. Chiropractors,
6. Civil and professional engineers and planners,
7. Collection agencies,
8. Contractors,
9. Dentists,
10. Detective agencies,
11. Dispensing opticians,
12. Land surveyors,
13. Medical doctors,
14. Optometrists,
15. Osteopaths,
16. Persons practicing the healing arts for human beings, and related uses as oculists, prescription pharmacies, biochemical laboratories, and X-ray laboratories, between the hours of eight a.m. and nine p.m.,
17. Establishments engaged in the sale of alcoholic beverages, veterinarians, clinical cosmetologists, funeral parlors and pest control operators shall be subject to a conditional use permit;

17.32.015 - Medical marijuana dispensary—Prohibited.

The establishment of a medical marijuana dispensary for the sale or distribution of medical marijuana or the sale or distribution of medical marijuana by an existing business is prohibited. No conditional use permit, variance, building permit, or other entitlement for use shall be accepted, processed, approved or issued for the establishment or operation of, and no person shall otherwise establish a "medical marijuana dispensary", as defined in Section 17.08.376 of the Irwindale Municipal Code.

(Ord. No. 624, § 3, 5-28-08)

17.32.020 - Height.

No building or structure shall exceed thirty-five feet in height.

(Ord. 350 § 1(part), 1981: Ord. 177 § 2(part), 1966: prior code § 9441).

17.32.030 - Front yard.

Every lot in the C-P zone shall have a front yard not less than ten feet in depth.

(Ord. 350 § 1(part), 1981: Ord. 177 § 2(part), 1966: prior code § 9442).

17.32.040 - Side yards.

In the C-P zone every lot shall have and maintain the following side yards:

A. Interior lots shall have a side yard on each side of the main building of not less than five feet.

B. Corner lots shall have the following side yards:

1. On the side lot line which adjoins another lot, the side yard shall be the same as that required on an interior lot;

2. On the side street side, the width of the required side yard shall be ten feet;

3. On the side street side of reversed corner lots, accessory buildings shall observe the same side yard requirements as main buildings.
17.32.050 - Placement of buildings.

Placement of buildings on any lot shall conform to the following:

A. Interior Lots.

1. No building or structure shall occupy any portion of a required yard.
2. Any building, any portion of which is used for human residency, shall observe all regulations applicable to such buildings in the R-3 zone.
3. A nondwelling accessory building may be located to the rear lot line and to the side lines to the rear of the required side yard; provided, if the lot rear upon an alley, such accessory building shall maintain a distance of not less than five feet from the rear lot line and may build to only one side lot line.

B. Corner Lots.

1. No building shall occupy any portion of a required yard.
2. The distance between buildings used for human occupancy and between buildings used for human occupancy and accessory buildings shall be equal to twice the required interior side yard on the same lot.
3. On corner lots, an accessory building may be located to the rear lot line and to the interior side lot line when located to the rear of the required side yard; provided, if the lot rears upon an alley, such accessory building shall maintain a distance not less than five feet from the rear line of such lot.

17.32.060 - Lot area.

The minimum required lot area in the C-P zone shall not be less than five thousand square feet, or an amount of square footage equal to the number following the zoning designation on the zoning map.

17.32.070 - Lot width.

Each lot shall maintain a width of not less than fifty feet measured at the rear line of the required front yard; provided, however, if the zoning map indicates a minimum area of more than five thousand square feet, the minimum width of such lot shall be not less than ten percent of the total of such square footage.
17.32.080 - Permissible lot coverage.

Buildings, including accessory buildings and structures, shall not cover more than fifty percent of the total area of the lot.

17.32.090 - Signs

The following signs shall be permitted in the C-P zone:

A. Nameplates not exceeding two square feet in area containing the name of the occupant of the premises,
B. Two identification signs, each not exceeding fifty square feet in area per face, or one sign not exceeding one hundred feet in area per face for permitted uses,
C. One sign, not to exceed twelve square feet in area per face, giving information on the availability of the premises for sale or lease.

(Ord. 350 § 1(part), 1981: Ord. 177 § 2(part), 1966: prior code § 9447).

SECTION 4. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute this Ordinance on behalf of the City of Irwindale forthwith upon its adoption.

SECTION 5. The Deputy City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

SECTION 6. City staff is directed to prepare and file a Notice of Exemption under the California Environmental and Quality Act (CEQA) in connection with this project.

PASSED, APPROVED, AND ADOPTED this _______ day of ___________________________ ______2012.

________________________
David “Chico” Fuentes, Mayor

ATTEST:

________________________
Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 660 was duly introduced at a regular meeting of the Irwindale City Council held on the 22nd day of August 2012, and was duly approved and adopted on second reading at its regular meeting held on the _____ day of __________ 2012, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused a copy of Ordinance No. 660, adopted by the City Council of the City of Irwindale at its regular meeting held _______ ______________________, to be posted at the City Hall, Library, and Post Office on _________ ______________________.

Laura M. Nieto, CMC
Deputy City Clerk

Dated: ______________________
ORDINANCE NO. 648

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTERS 9.64, 17.08, 17.32, 17.36 AND 17.59 OF THE CITY OF IRWINDALE MUNICIPAL CODE, FOR THE ADDITION OF STANDARDS FOR MASSAGE RELATED ESTABLISHMENTS, WHICH WILL AFFECT PROPERTIES CITYWIDE.

WHEREAS, the City of Irwindale, 5050 Irwindale Avenue, Irwindale, CA 91706, the Applicant, has made a request for a Zone Ordinance Amendment (ZOA 3-10) for the addition of standards for massage related establishments to the City of Irwindale Municipal Code, which will affect properties Citywide, to initiate a change to the code; and

WHEREAS, on October 7, 2010, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, took testimony on the Application, and continued the public hearing to the November 4, 2010 Planning Commission meeting; and

WHEREAS, on November 4, 2010, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, took testimony on the Application, and again continued the public hearing to the December 2, 2010 Planning Commission meeting; and

WHEREAS, on December 2, 2010, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application and recommended that the City Council approve the Zone Ordinance Amendment, subject to the approval of an ordinance, which would detail the specific Conditions under which such portion of the Application was approved; and

WHEREAS, on January 26, 2011, the City Council conducted a duly noticed public hearing, as required by law, on the Application and recommendation of the Planning Commission to approve this Zone Ordinance Amendment which provides standards for the operation of massage related establishments in the City, took testimony and reviewed relevant documentary evidence and conducted a first reading of the Zone Ordinance Amendment.

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY ORDAIN AS FollowS:

SECTION 1. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.
SECTION 2. Section 9.64 "Massage Establishments of Technicians" of the Irwindale Municipal Code, shall be revised to amend or eliminate the following subsections: 9.64.010, 9.64.020, 9.64.030, 9.64.040, 9.64.050, 9.64.060, 9.64.090, 9.64.100, 9.64.110, 9.64.200, 9.64.210, 9.64.220, 9.64.230, 9.64.240, 9.64.300, 9.64.400, 9.64.420, 9.64.430 and 9.64.440 to read as follows:

Irwindale, California, Code of Ordinances >> Title 9 - PUBLIC PEACE, MORALS AND WELFARE >> Chapter 9.64 - MASSAGE ESTABLISHMENTS AND TECHNICIANS >> ARTICLE I. - MASSAGE ESTABLISHMENTS

ARTICLE I. - MASSAGE ESTABLISHMENTS

9.64.010 - Definitions.
9.64.020 - Occupancy Permit and Business License Required.
9.64.030 - Same—Exceptions.
9.64.050 - Same—Operating requirements.
9.64.060 - Same—Facilities.
9.64.070 - Same—Inspections.
9.64.080 - Permit nonassignable.
9.64.090 - Change of location or name.
9.64.100 - Massage establishment—Notification of change.
9.64.120 - Applicability of regulations to existing businesses.
9.64.130 - Massage Practitioners or Massage Therapists.

9.64.010 - Definitions.
Unless the particular provision or the context otherwise requires, the definitions and provisions contained in this section shall govern the construction, meaning and application of words and phrases used in this chapter:

A. "Director" means the director of finance of the city, or his or her designee.

B. "Employee" means any and all persons, other than a Massage Practitioner or Massage Therapist, who may render any service for a Massage Establishment.

C. "Massage" means the application of various techniques to the muscular structure and soft tissues of the human body, including but not limited to, any method of pressure or friction against, or stroking, kneading, rubbing, tapping, compression, pounding, vibrating, rocking or stimulating of the external surfaces of the body with hands or with any object or appliance. The term "Massage," specifically excludes the diagnosis, prescription, intentional manipulation or adjustments of the skeletal structure, or any other service, procedure or therapy which requires a license to practice (e.g., chiropractic, osteopathy, orthopedics, physical therapy, podiatry, or medicine), hypnosis, naturopathic, colonic irrigation, acupuncture, vacuum cupping, nutritional or dietary counseling, detoxification programs, yoga, exercise, spiritual healing, or procedures which penetrate body cavities, either manually or with any other method of intrusion.
D. "Massage Establishment" means any establishment having a fixed place of business where any person, firm, association, partnership or corporation engages in, conducts or carries on, or permits to be engaged in, conducted or carried on, any business of Massage, as defined above. A massage establishment shall include a day spa, as that term is defined in IMC Section 17.08.153.

E. "Massage Practitioner" means any person to whom an MTO Certificate has been issued pursuant to subdivision (b) of Section 4601 of the California Business and Professions Code, or subdivision (a) or (c) of Section 4604 of the California Business and Professions Code, and who is engaged in the practice of Massage for compensation.

F. "Massage Therapist" means any person to whom an MTO Certificate has been issued pursuant to subdivision (c) of Section 4601 of the California Business and Professions Code and who is engaged in the practice of Massage for compensation.

G. "Massage Therapy Organization (MTO)" means the organization created pursuant to Chapter 10.5 of Division 2 of the Business and Professional Code.

H. "Massage Certificate" means the certificate issued by the Massage Therapy Organization to Massage Therapists pursuant to subdivision (c) of Section 4601 of the California Business and Professions Code, and to Massage Practitioners pursuant to subdivision (b) of Section 4601 of the California Business and Professions Code or subdivision (a) or (c) of Section 4604 of the California Business and Professions Code.

I. "Operator" means any person who supervises, manages, directs, organizes, controls or in any other way is responsible for or in charge of the overall operation, conduct or activities of a Massage Establishment.

J. "Owner" means the individual(s) whose name(s) appears on the City of Irwindale business license.

K. "Recognized School" means any approved or registered school as defined by Section 4600 of the California Business and Professions Code. The city shall have the right to confirm that the applicant has actually attended class in a Recognized School.

(Ord. 608 § 1, 2006; Ord. 475 § 3(part), 1993: Ord. 474 § 3(part), 1993).

9.64.020 - Occupancy Permit and Business License required.
A. Any Massage Establishment must have a valid Occupancy Permit issued by the City of Irwindale Building Department.
B. Any Massage Establishment must have a valid Business License issued by the City of Irwindale Finance Department.
C. Any person who practices Massage within the City must have a valid Massage Certificate.

9.64.030 - Same—Exceptions.
The provisions of this chapter shall not apply to the following classes of individuals while engaged in the performance of the duties of their respective professions:
A. Physicians, surgeons, chiropractors, osteopaths, or physical therapists who are duly licensed to practice their respective professions in the state of California;
B. Nurses registered under the laws of the state of California;
C. Barbers and beauticians who are duly licensed under the laws of the state of California while engaging in practice within the scope of their licenses, except that this provision shall apply solely to the massaging of the neck, face and/or scalp of the customer;
D. Hospitals, nursing homes, sanatoriums or other health care facilities duly licensed by the state of California;
E. Accredited high schools, junior colleges and colleges or universities whose coaches and trainers are acting within the scope of their employment;
F. Accredited trainers of recognized amateur, semiprofessional or professional athletes or athletic teams.
G. Recognized School—described under Section 9.64.010(K) of this chapter and their students in training, provided such students provide Massage only under the direct personal supervision of an instructor of the Recognized School.

(Ord. 475 § 3(part), 1993: Ord. 474 § 3(part), 1993).

9.64.050 - Same—Operating requirements.
No person shall operate any Massage Establishment, unless each and all of the following requirements are met:

A. Massage and bath operations shall be carried on or conducted, and the Massage Establishment shall be open to the public. All massage related activities must nevertheless terminate no later than the established close of business.
B. A list of services available and the cost of such services shall be posted in an open public place within the Massage Establishment, and shall be described in readily understandable language. No Owner, Operator, or Employee shall permit, and no Massage Practitioner or Massage Therapist shall offer or perform, any service other than those posted.
C. The Massage Certificates of each and every Massage Practitioner or Massage Therapist employed in the Massage Establishment and City of Irwindale Business License—shall be displayed in an open and conspicuous place in the Massage Establishment.
D. Every Massage Establishment shall keep a written record of the date and hour of each treatment, the name and address of each customer, the name of the Massage Practitioner or Massage Therapist administering the treatment, and the type of treatment administered. Such written record shall be maintained on forms approved by the Director. Such records shall be open to inspection only by officials charged
with enforcement of this chapter and shall be used for no other purpose, including use of the file by Owner, Operators, and Employees of the Massage Establishment. Such records shall be maintained on the premises of the Massage Establishment for a period of two years from the date the same is prepared.

E. The Massage Establishment shall at all times be equipped with an adequate supply of clean sanitary towels, coverings and linens, and all Massage tables shall be covered with a clean sheet or other clean covering for each patron. After a towel, covering or linen has once been used it shall be deposited in a closed receptacle and not used until properly laundered and sanitized. Towels, coverings and linens shall be laundered either by regular commercial laundering or by a noncommercial laundering process which includes immersion in water at least 140 degrees Fahrenheit for not less than fifteen (15) minutes during the washing or rinsing operation. Clean towels, coverings and linens shall be stored in closed, clean cabinets when not in use. Soiled linens and paper towels shall be deposited in separate receptacles approved by the city or the county health department.

F. Each Massage Establishment must provide at least one enclosed, lockable room where patrons may change and dress.

G. Wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, shower and bath rooms, tanning booths, whirlpool baths and pools shall be thoroughly cleaned and disinfected as needed, and at least once each day the premises are open, with a disinfectant approved by the county health department. Bathtubs shall be thoroughly cleaned with a disinfectant approved by the health department after each use. All walls, ceilings, floors and other physical facilities of the Massage Establishment must be in good repair and maintained in a clean and sanitary condition.

H. Instruments utilized in performing Massage shall not be used on more than one patron unless such instruments have been sterilized using approved sterilizing methods prior to use on any subsequent customer(s).

I. No person shall enter, be or remain in any part of a Massage Establishment while in the possession of, consuming, under the influence of or using any alcoholic beverage or drugs except pursuant to a prescription for such drugs. The Owner or Operator shall not permit any such person to enter or remain in the Massage Establishment.

J. No Massage Establishment shall operate as a school of Massage, or use the same facilities as that of a school of Massage.

K. No Massage Establishment shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective customers or clients that any service is available other than those services described in Section 9.64.010(C) of this article.

L. No service enumerated in Section 9.64.010(C) of this article may be carried on within any locked cubicle, room, booth within a Massage Establishment, unless there is no Employee available to assure security for patrons and Massage Practitioners or Massage Therapists.
M. All exterior doors shall remain unlocked during business hours, except when there are no Employees available to assure security for clients and Massage Practitioners or Massage Therapists who are behind closed doors.

N. A Massage shall not be given and no patron shall be in the presence of a Massage Practitioner or Massage Therapist or other employee unless the patron's genitals are fully covered by a nontransparent covering and, in addition, a female patron's breasts are fully covered by a nontransparent covering.

O. No Massage Establishment shall be open for business without at least one Massage Practitioner or Massage Therapist on the premises at all times who is in possession of a current, unrevoked Massage Certificate. This requirement is not applicable to day spas during such times as Massages are not administered.

P. No electrical, mechanical or artificial device shall be used by the Operator or any Employee of the Massage Establishment for audio and/or video recording or for monitoring the performance of a Massage, or the conversation or other sounds in the Massage rooms without the knowledge or consent of the patron.

Q. No person or persons shall be allowed to live inside the Massage Establishment at any time.

R. All liquids, creams, or other preparations used on or made available to patrons shall be kept in clean and closed containers. Powders may be kept in clean shakers. All bottles and containers shall be distinctly and correctly labeled to disclose their contents. When only a portion of a liquid, cream or other preparation is to be used on or made available to a patron, it shall be removed from the container in such a way as not to contaminate the remaining portion.

S. No invasive procedures shall be performed on any patron. Invasive procedures include, but are not limited to: (1) application of electricity which contracts the muscle; (2) application of topical lotions, creams, or other substances which affect living tissue, such as chemical peel preparations or bleaches; (3) penetration of the skin by metal needles; (4) abrasion of the skin below the non-living, epidermal layers; (5) removal of skin by means of any razor-edged instrument or other device or tool; and (6) any needle-like instrument which is used for the purpose of extracting skin blemishes and other similar procedures.

T. All bathrobes, bathing suits and or other garments that are provided for the use of patrons shall be either fully disposable and shall not be used by more than one patron, or shall be laundered after each use pursuant to Paragraph E of this section.

U. All combs, brushes, and or other personal items of grooming or hygiene that are provided for the use of patrons shall be either fully disposable and shall not be used by more than one patron, or shall be fully disinfected after each use.

V. No patrons shall be allowed to use any shower facilities of the Massage Establishment—unless such patrons are wearing slip-resistant sandals or flip-flops while in the shower compartment. All footwear such as sandals or flip-flops that are provided for the use of patrons shall be either fully disposable and shall not be used by more than one patron, or shall be fully disinfected after each use.

W. The patron's genitals, pubic area, anus, and female patron's breasts below a point immediately above the top of the areola must be fully draped at all times while any Employee of Massage Establishment is in the Massage room or cubicle with the
patron. No Massage shall be provided to a patron that results in intentional contact, or occasional and repetitive contact with the genitals, anus, or areola of a patron.

X. Massage Practitioner and Massage Therapist Dress Code. All Employees of Massage Establishments, including all Massage Practitioners and Massage Therapists, shall be dressed in clothing made of an opaque material, and shall not expose any Specified anatomical areas, as defined in Section 5.84.020, and shall comply with the following requirements, as applicable:

1. Upper Garments. All garments covering the upper torso (e.g., shirts or dresses) shall have sleeves not less than two inches in length, measuring from the top of the shoulder, and necklines not lower than two inches below the clavicle.

2. Skirts. Hems of dresses, skirts, smocks, or other similar garments shall not be more than two inches above the top of the knee.

3. Shorts. Cuffs or hems of shorts, culottes, pants or other similar garments shall not be more than six inches above the top of the knee.

(Ord. 608 § 2, 2006; Ord. 475 § 3(part), 1993; Ord. 474 § 3(part), 1993).

9.64.060 - Same—Facilities.
Every Massage Establishments shall maintain facilities meeting all of the following requirements:

A. Any signs shall be in conformance with the current ordinances of the city.

B. Each Owner or Operator shall display the Massage Establishment’s Business License and all Massage Certificates in a conspicuous public place in the lobby of the Massage Establishment. The Owner or Operator must also post, on a daily basis in a conspicuous public place in the lobby, the name of the Operator, as well as any on-duty Massage Practitioners and/or Massage Therapists.

C. Minimum lighting shall be provided in accordance with Article 220 of the National Electric Code or successor provision or provisions, and, in addition, at least one artificial light of not less than forty watts shall be provided in each room or enclosure where Massage is performed on patrons.

D. Minimum ventilation shall be provided in accordance with Section 1105 of the Uniform Building Code or successor provision or provisions.

E. Adequate equipment for disinfecting and sterilizing instruments used in performing the acts of massage shall be provided.

F. Hot and cold running water shall be provided at all times.

G. Closable cabinets shall be provided for storage of clean linens.

H. Each Massage Establishment must provide at least one enclosed, lockable room where patrons may change and dress.

I. A minimum of one separate wash basin for employees shall be provided at all times. The basin shall be located within or as close as practicable to the area devoted to performing of massage services. Sanitary towels shall also be provided at each basin.

J. Pads used on massage tables shall be covered with a durable, washable plastic or other waterproof material acceptable to the county health department.

K. Proof of compliance with all applicable provisions of this code and the applicable ordinances shall be provided prior to the issuance of any permits.

(Ord. 475 § 3(part), 1993; Ord. 474 § 3(part), 1993).
9.64.070 - Same—Inspections.
The police chief, planning director, director and the Los Angeles County health
department, or their authorized representatives, shall have the right to enter the
Massage Establishment for the purpose of making reasonable unscheduled inspections
to observe and enforce compliance with applicable regulations, laws and provisions of
this chapter.
(Ord. 475 § 3(part), 1993: Ord. 474 § 3(part), 1993).

9.64.090 - Change of location or name.
A. Any Massage Establishment that changes locations must obtain a new business
license pursuant to the procedures set forth in Chapter 5.08.
B. No Massage Establishment shall operate under any name under any designation not
specified in its Business License.
C. Any Massage Establishment wishing to apply for an expansion of a building or other
place of business of a Massage Establishment shall obtain approval from the
Planning Department and Building and Safety Department and amend its Business
License to reflect the modified Massage Establishment facilities.
(Ord. 475 § 3(part), 1993: Ord. 474 § 3(part), 1993).

9.64.100 - Massage establishment—Notification of change.
A. The Owner or Operator shall notify the Finance Department, Planning Department
and the Building and Safety Department, in writing, of the name and address of each
Employee, including Massage Practitioners or Massage Therapists, at such
establishment within five calendar days of said person being employed.
B. The requirements of this section are in addition to the other provisions of this article,
and nothing contained herein shall relieve the Owner or Operator of the
responsibility of ascertaining, prior to employment, whether a person performing
Massage has a current, unrevoked Massage Certificate.
(Ord. 475 § 3(part), 1993: Ord. 474 § 3(part), 1993).

9.64.120 - Applicability of regulations to existing businesses.
The provisions of this article shall be applicable to all persons and businesses described
herein whether the described activities were established before or after the effective
date of the ordinance codified in this article, except that Massage Establishments legally
in business prior to said effective date shall have ninety days or until the expiration of
the current business license, whichever is greater, to comply with the terms hereof.
(Ord. 475 § 3(part), 1993: Ord. 474 § 3(part), 1993).

9.64.130 - Massage Practitioners or Massage Therapists.
The provisions of this article shall be applicable to all persons working as Massage
Practitioners or Massage Therapists whether such employment commenced before or
after the effective date of the ordinance codified in this chapter, except that Massage
Practitioners or Massage Therapists legally employed prior to the effective date herein

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shall have ninety days after the effective date hereof to comply with the terms of this article.
(Ord. 475 § 3(part), 1993: Ord. 474 § 3(part), 1993).

ARTICLE II. - PROHIBITED CONDUCT, PROCEDURES AND PENALTIES

9.64.200 - Prohibited conduct.
9.64.210 - Violation—Penalty.
9.64.220 - Civil remedies available.

9.64.200 - Prohibited conduct.
A. It shall be unlawful for any Massage Practitioner or Massage Therapist to massage the genital area of any patron or the breasts of any female patron or for any massage establishment to allow or permit such massage.
B. Massage Practitioners or Massage Therapists shall at all times be fully clothed in nontransparent clothing that shall not expose their genitals, pubic area, buttocks or chest.
C. It shall be unlawful for a Massage Practitioner or Massage Therapist to perform any Massage at any location other than the Massage Establishment at which they are employed.
D. No Massage Establishments, Massage Practitioners or Massage Therapists shall provide any Massage to any person who is under the age of eighteen (18) years, except at the special request of the parent or other person in lawful custody of the minor.
(Ord. 475 § 3(part), 1993: Ord. 474 § 3(part), 1993).

9.64.210 - Violation—Penalty.
It shall be unlawful for any person, firm, partnership, or corporation to violate any provision or to fail to comply with any of the requirements of this chapter. Any person, firm, partnership or corporation violating any provisions of this chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding five hundred dollars, or by imprisonment not exceeding six months, or by both such fine and imprisonment. Each and every person, firm, partnership or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefor as provided in this chapter.
(Ord. 475 § 3(part), 1993: Ord. 474 § 3(part), 1993).

9.64.220 - Civil remedies available.
The violation of any of the provisions of this chapter shall constitute a nuisance and may be abated by the city through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.
(Ord. 475 § 3(part), 1993: Ord. 474 § 3(part), 1993).

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SECTION 3. Chapter 17.08 "Definitions" of the Irwindale Zoning Code, shall be revised to amend subsection 17.08.368, entitled "Massage Establishment", to read as follows:

Irwindale, California, Code of Ordinances >> Title 17 - ZONING >> Chapter 17.08 - DEFINITIONS

Chapter 17.08 - DEFINITIONS

Sections:

Sections: (Continued)

17.08.005 - Generally.
17.08.010 - Abut, adjoining or contiguous.
17.08.015 - Access.
17.08.020 - Accessory use.
17.08.025 - Adjacent.
17.08.030 - Alley.
17.08.035 - Apartment.
17.08.040 - Apartment house.
17.08.045 - Asphalt plant.
17.08.050 - Assessor.
17.08.055 - Automobile dismantling yard.
17.08.060 - Basement.
17.08.065 - Batching plant.
17.08.070 - Borrow pit.
17.08.075 - Building.
17.08.080 - Building, accessory.
17.08.085 - Building height.
17.08.090 - Building, main.
17.08.095 - Carport.
17.08.100 - Cellar.
17.08.105 - Centerline.
17.08.110 - Child care center.
17.08.115 - City.
17.08.120 - Club, private.
17.08.125 - Commission.
17.08.130 - Convalescent home.
17.08.135 - Council.
17.08.140 - Court.
17.08.145 - Dairy.
17.08.150 - Day camp.
17.08.153 - Day spa.
17.08.155 - Detached living quarters.
17.08.160 - Director.
17.08.165 - Duplex.
17.08.170 - Dwelling, multiple.
17.08.175 - Dwelling, one-family.
17.08.180 - Dwelling, three-family.
17.08.185 - Dwelling, two-family.
17.08.190 - Dwelling unit.
17.08.195 - Dump, inert solid.
17.08.200 - Dump, rubbish and refuse.
17.08.205 - Educational institution.
17.08.210 - Explosives.
17.08.215 - Family.
17.08.220 - Floor area, gross.
17.08.225 - Garage.
17.08.230 - Gender.
17.08.235 - Grade, ground level.
17.08.240 - Gradient.
17.08.245 - Guesthouse.
17.08.250 - Guestroom.
17.08.255 - Height.
17.08.260 - Highway, major.
17.08.265 - Highway, secondary.
17.08.270 - Hog ranch.
17.08.275 - Home for the aged.
17.08.280 - Home occupation.
17.08.285 - Hospital.
17.08.290 - Household pet.
17.08.295 - Junk and salvage yard.
17.08.300 - Kitchen.
17.08.305 - Landscaping.
17.08.310 - Lot or parcel of land.
17.08.315 - Lot area.
17.08.320 - Lot, corner.
17.08.325 - Lot depth.
17.08.330 - Lot, interior.
17.08.335 - Lot, key.
17.08.340 - Lot line, front.
17.08.345 - Lot line, rear.
17.08.350 - Lot line, side.
17.08.355 - Lot, reversed corner.
17.08.360 - Lot, through.
17.08.365 - Lot, width.
17.08.372 - Massage Establishment (see IMC Section 9.64.010)
17.08.370 - May.
17.08.375 - Medical clinic.
17.08.376 - Medical marijuana dispensary.
17.08.380 - Nonconforming use of structure, lawful.
17.08.385 - Nursery school.
17.08.390 - Nursing and convalescent hospital.
17.08.395 - Oath.
17.08.400 - Open space.
17.08.405 - Outdoor advertising structure.
17.08.410 - Parking space or facilities, off-street.
17.08.412 - Places of worship.
17.08.415 - Person.
17.08.418 - Parks.
17.08.420 - Plural.
17.08.425 - Quarry.
17.08.426 - Quarry operations—Definitions.
17.08.430 - Recorder.
17.08.431 - Recycling facility.
17.08.433 - Residential garage sales.
17.08.435 - Sanitarium and sanatorium.
17.08.436 - Second unit, residential.
17.08.440 - Shall.
17.08.445 - Sign.
17.08.450 - Singular.
17.08.455 - Sloping terrain.
17.08.460 - Solid fill.
17.08.465 - Solid fill project.
17.08.470 - State.
17.08.475 - Story.
17.08.480 - Story, half.
17.08.485 - Street.
17.08.490 - Structure.
17.08.491 - Swap meets.
17.08.495 - Tenses.
17.08.500 - Transfer station.
17.08.505 - Triplex.
17.08.510 - Unit, commercial and manufacturing.
17.08.515 - Use.
17.08.520 - Writing.
17.08.525 - Yard.
17.08.530 - Yard, front.
17.08.535 - Yard, rear.
17.08.540 - Yard, side.
SECTION 4. Section 17.32.010, entitled “Permitted uses” is hereby amended to require a Conditional Use Permit for all uses previously listed under subsection A, to read as follows:

Irwindale, California, Code of Ordinances >> Title 17 - ZONING >> Chapter 17.32 - C-P COMMERCIAL PROFESSIONAL ZONE >>

Chapter 17.32 - C-P COMMERCIAL PROFESSIONAL ZONE

Sections:

17.32.010 - Permitted uses.
17.32.012 - Uses requiring a Conditional Use Permit.
17.32.015 - Medical marijuana dispensary—Prohibited.
17.32.020 - Height.
17.32.030 - Front yard.
17.32.040 - Side yards.
17.32.050 - Placement of buildings.
17.32.060 - Lot area.
17.32.070 - Lot width.
17.32.080 - Permissible lot coverage.

17.32.010 - Permitted uses.

No person shall use any portion of any property zoned C-P within the city, except for such uses permitted by this chapter. The following office uses shall be permitted uses in the C-P zone:

A. Any of the following signs:

1. Nameplates not exceeding two square feet in area containing the name of the occupant of the premises,

2. Two identification signs, each not exceeding fifty square feet in area per face, or one sign not exceeding one hundred feet in area per face for permitted uses,

3. One sign, not to exceed twelve square feet in area per face, giving information on the availability of the premises for sale or lease.

(Ord. 605 § 3, 2006; Ord. 350 § 1(part), 1981: Ord. 177 § 2(part), 1966: prior code § 9440).

17.32.012 - Uses requiring a Conditional Use Permit

Because of considerations of smoke, fumes, dust, odor, vibration, noise, traffic congestion, or hazard, the establishment or operation of the following uses in the C-P
zone shall not be permitted unless a conditional use permit authorizing such use has been granted.

A. Any professional occupation for which a license is required by the Business and Professions Code of the state, including, but not limited to, the following:

1. Accountants,
2. Advertisers,
3. Architects,
4. Attorneys,
5. Chiropractors,
6. Civil and professional engineers and planners,
7. Collection agencies,
8. Contractors,
9. Dentists,
10. Detective agencies,
11. Dispensing opticians,
12. Land surveyors,
13. Medical doctors,
14. Optometrists,
15. Osteopaths,
16. Persons practicing the healing arts for human beings, and related uses as oculists, prescription pharmacies, biochemical laboratories, and X-ray laboratories, between the hours of eight a.m. and nine p.m.,
17. Establishments engaged in the sale of alcoholic beverages, veterinarians, clinical cosmetologists, funeral parlors and pest control operators shall be subject to a conditional use permit;

17.32.015 - Medical marijuana dispensary—Prohibited.

The establishment of a medical marijuana dispensary for the sale or distribution of medical marijuana or the sale or distribution of medical marijuana by an existing business is prohibited. No conditional use permit, variance, building permit, or other entitlement for use shall be accepted, processed, approved or issued for the establishment or operation of, and no person shall otherwise establish a "medical marijuana dispensary", as defined in Section 17.08.376 of the Irwindale Municipal Code.
17.32.020 - Height.
No building or structure shall exceed thirty-five feet in height.

17.32.030 - Front yard.
Every lot in the C-P zone shall have a front yard not less than ten feet in depth.

17.32.040 - Side yards.
In the C-P zone every lot shall have and maintain the following side yards:
A. Interior lots shall have a side yard on each side of the main building of not less than five feet.
B. Corner lots shall have the following side yards:
   1. On the side lot line which adjoins another lot, the side yard shall be the same as that required on an interior lot;
   2. On the side street side, the width of the required side yard shall be ten feet;
   3. On the side street side of reversed corner lots, accessory buildings shall observe the same side yard requirements as main buildings.

17.32.050 - Placement of buildings.
Placement of buildings on any lot shall conform to the following:
A. Interior Lots.
   1. No building or structure shall occupy any portion of a required yard.
   2. Any building, any portion of which is used for human residency, shall observe all regulations applicable to such buildings in the R-3 zone.
   3. A nondwelling accessory building may be located to the rear lot line and to the side lines to the rear of the required side yard; provided, if the lot rear upon an alley, such accessory building shall maintain a distance of not less than five feet from the rear lot line and may build to only one side lot line.
B. Corner Lots.
   1. No building shall occupy any portion of a required yard.
2. The distance between buildings used for human occupancy and between buildings used for human occupancy and accessory buildings shall be equal to twice the required interior side yard on the same lot.

3. On corner lots, an accessory building may be located to the rear lot line and to the interior side lot line when located to the rear of the required side yard; provided, if the lot rears upon an alley, such accessory building shall maintain a distance not less than five feet from the rear line of such lot.

(Ord. 350 § 1(part), 1981: Ord. 177 § 2(part), 1966: prior code § 9444).

17.32.060 - Lot area.

The minimum required lot area in the C-P zone shall not be less than five thousand square feet, or an amount of square footage equal to the number following the zoning designation on the zoning map.

(Ord. 350 § 1(part), 1981: Ord. 177 § 2(part), 1966: prior code § 9445).

17.32.070 - Lot width.

Each lot shall maintain a width of not less than fifty feet measured at the rear line of the required front yard; provided, however, if the zoning map indicates a minimum area of more than five thousand square feet, the minimum width of such lot shall be not less than ten percent of the total of such square footage.

(Ord. 350 § 1(part), 1981: Ord. 177 § 2(part), 1966: prior code § 9446).

17.32.080 - Permissible lot coverage.

Buildings, including accessory buildings and structures, shall not cover more than fifty percent of the total area of the lot.

(Ord. 350 § 1(part), 1981: Ord. 177 § 2(part), 1966: prior code § 9447).
SECTION 5. Section 17.36.010 entitled "Permitted uses" is hereby amended to require a Conditional Use Permit for all uses listed that are considered similarly classified/related to massaged establishments and to eliminate them as uses permitted by right, to read as follows:

Irwindale, California, Code of Ordinances >> Title 17 - ZONING >> Chapter 17.36 - C-1 COMMERCIAL ZONE >>

Chapter 17.36 - C-1 COMMERCIAL ZONE

Sections:

17.36.010 - Permitted uses.
17.36.015 - Uses requiring a conditional use permit.
17.36.030 - Limitations on permitted uses.
17.36.040 - Standards of development.
17.36.050 - Lot area.
17.36.060 - Lot width.
17.36.070 - Yards.
17.36.080 - Building bulk.
17.36.090 - Signs.

17.36.010 - Permitted uses.

The following uses, and no others, shall be permitted uses in the C-1 zone:

1. Any use permitted in the C-P zone, subject to all the limitations and restrictions imposed by Chapter 17.32, except as expressly provided in this chapter;

2. Appliances, household (no repair shall be permitted);

3. Antiques, art stores and galleries (no outside display);

4. Automobile supply stores, retail sale of new parts only;

5. Bakery and confectionery shops (baking per se shall be permitted only when incidental to retail sales);

6. Banks and financial institutions;

7. Book or stationery stores;

8. Clothing stores (no outside display);

9. Dress or millinery shops, retail sale only;

10. Dry goods or notions stores, retail sale only;

11. Drugstores;
12. Drycleaning establishments, including coin-operated machines, retail only;
13. Employment agencies;
14. Florist shops;
15. Gift shops;
16. Grocery or fruit stores, (including off-sale liquor) retail sale only (no outside display);
17. Hardware stores (no outside display);
18. Hobby shops;
19. Jewelry stores;
20. Laundromat, self-service and automatically equipped;
21. Locksmith stores;
22. Manufacturer's agents;
23. Offices, business and professional;
24. Paint stores, retail sale only;
25. Pet shops;
26. Photographic shops and studios;
27. Radio and television stores, sale and repair;
28. Real estate offices;
29. Sales offices (no outside shops);
30. Shoe stores or shoe repair shops;
31. Tailors;
32. Telephone exchanges;
33. Toy stores;
34. Tile, retail sale of glazed and ornamental tile.

(Ord. 605 § 4, 2006; Ord. 571 § 2, 2003; Ord. 350 § 1(part), 1981; Ord. 177 § 2(part), 1966; prior code § 9450).

17.36.015 - Uses requiring a conditional use permit.

Because of considerations of smoke, fumes, dust, odor, vibration, noise, traffic congestion, or hazard, the establishment or operation of the following uses in the C-1
zone shall not be permitted unless a conditional use permit authorizing such use has been granted.

1. Barbershops or beauty parlors;
2. Dental clinics;
3. Medical clinics;
4. Parking lots, commercial; provided, that where such parking lots are not to be enclosed within a building, and where such facilities abut properties zoned for residential or agricultural uses, there shall be erected a six-foot decorative masonry wall adjacent to the property line between such parking lot and residential or agricultural zone;
5. Restaurants, cafes and refreshment stands;
6. Tobacco stores.

(Ord. 571 § 3, 2003).

17.36.030 - Limitations on permitted uses.

A. Enclosed Uses. All uses in the C-1 zone shall be conducted wholly within an enclosed building, except for uses customarily conducted in the open, when conditional use permit is granted.

B. Special Development Standards. When any lot or parcel in the C-1 zone fronts on a street, public or private, the opposite side of which is zoned for R or A purposes, or abuts any R or A zoned property, all of the following standards shall be observed in the construction and maintenance of buildings, structures and uses to be located thereon:

1. Lighting. All outdoor lighting shall be constructed, operated and maintained so as to eliminate any interference with, or nuisance to, adjacent R or A zoned properties.

2. Vacant Land. All vacant land on the lot or parcel of land and the parkway area, or land used in conjunction with permitted uses on such properties, shall be surfaced, landscaped or otherwise maintained in a clean, dust-free and orderly manner. For the same purpose of this section, "surfaced" means concrete, asphalt, clean sand or gravel, placed on soil treated for weed control, or appropriate landscaping.

3. Loading Docks, Storage, etc. Loading docks, loading areas, surface yards, outdoor storage or sales areas, when permitted, and all trash, rubbish, or garbage receptacles or containers, which are located in a direct line of vision from any portion of adjacent R or A zoned properties, shall be enclosed or screened or be separated from such R or A zoned properties by a suitable view-obscuring fence or wall, not less than six feet in height, measured from the
finished grade of such area. No outdoor storage shall be permitted higher than such fence or wall.

4. Signs. All signs, advertising structures and the like, located upon such properties and all driveways to and from such properties, shall, consistent with the public safety, be located remote from such R or A zoned properties, when such R or A zoned properties are located on the same side of the street as said C-1 zoned properties.

5. Mechanical Devices. All mechanical heating, air conditioning, refrigeration or similar devices, maintained and operated on the exterior of buildings located in the C-1 zone, shall be enclosed, and shall be designed, installed, operated and maintained in such a manner as to eliminate unsightliness, noise, smoke, dust, etc., which would otherwise cause an interference with adjacent R or A zoned properties.

6. Change in Grade. Where it is contemplated to change the grade or elevation of such C-1 zoned properties, in excess of three feet vertically, on portions of the property abutting R or A zoned properties, a grading plan therefor shall be submitted to the city engineer, and a grading permit shall be obtained and such plan shall include fencing, landscaping, barricades, retaining walls, and other protective devices, necessary to protect and preserve the usefulness of such abutting R and A zoned properties. (Ord. 350 § 1(part), 1981: Ord. 177 § 2(part), 1966: prior code § 9452).

17.36.040 - Standards of development.

All uses within the C-1 zone shall comply with the standards of development set forth in Sections 17.36.050 through 17.36.090.

(Ord. 350 § 1(part), 1981: Ord. 177 § 2(part), 1966: prior code § 9451 (part)).

17.36.050 - Lot area.

Each lot in the C-1 zone shall have a minimum lot area of not less than:

A. Five thousand square feet, if designated C-1, or C-1 (5,000); and

B. Ten thousand square feet, if designated C-1 (10,000).

(Ord. 350 § 1(part), 1981: Ord. 177 § 2(part), 1966: prior code § 9451 (A)).

17.36.060 - Lot width.

Each lot in the C-1 zone shall have and maintain a minimum lot width of not less than fifty feet.

(Ord. 350 § 1(part), 1981: Ord. 177 § 2(part), 1966: prior code § 9451(B)).

17.36.070 - Yards.

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A. Front Yards. Each lot in the C-1 zone shall have and maintain a front yard not less than ten feet in depth.

B. Side Yards and Rear Yards. When any lot or parcel in the C-1 zone fronts upon a street, public or private, the opposite side of which is zoned for R-1 purposes, or if such lot or parcel abuts any R-1 zoned property, such lot or parcel shall observe and maintain a minimum five-foot side yard area, and a minimum twenty-foot rear yard area (see Section 17.48.051).

C. No building or structure shall be erected or maintained in any required yard area, except as provided in this title.

(Ord. 350 § 1(part), 1981: Ord. 177 § 2(part), 1966: prior code § 9451(C)).

17.36.080 - Building bulk.

A. Height Limitations. No building or structure in the C-1 zone shall be erected or maintained more than thirty-five feet in height.

B. Maximum Lot Coverage. No lot or parcel or land in the C-1 zone shall have the lot coverage, by buildings or structures, in excess of fifty percent of the total lot area (see Section 17.48.051).

(Ord. 350 § 1(part), 1981: Ord. 177 § 2(part), 1966: prior code § 9451(D)).

17.36.090 - Signs.

The following signs shall be permitted in the C-1 zone:

A. One sign advertising anything produced, sold or otherwise available, on the premises on which the sign is located; provided, that no such sign shall exceed one hundred square feet in face area.

B. Each permitted use may have one additional sign, not exceeding fifty square feet in face area.

(Ord. 350 § 1(part), 1981: Ord. 177 § 2(part), 1966: prior code § 9451(E)).
SECTION 6. Section 17.59.010 entitled “Special uses” is hereby amended to remove massage parlor, to read as follows:

Irwindale, California, Code of Ordinances >> Title 17 - ZONING >> Chapter 17.59 - SPECIAL USES

Chapter 17.59 - SPECIAL USES

Sections:

17.59.010 - Findings.
17.59.020 - Adult-oriented businesses—Findings.
17.59.025 - Adult-oriented businesses—Definitions.
17.59.030 - Adult-oriented businesses—Location and special restrictions.
17.59.035 - Development standards.
17.59.040 - Alternative.
17.59.050 - Nonconforming uses.

17.59.010 - Findings.

The city council finds that the following uses are subject to such close overview as to location, operation, regulations, harmony with other uses, hours and other matters as to make necessary special zoning for such uses:

A. Adult-oriented businesses;
B. Entertainment businesses;
C. Gasoline stations;
D. Motion picture theaters.

(Ord. 597 § 5, 2006: Ord. 403 § 1(part), 1986: Ord. 401 § 1(part), 1986).

17.59.020 - Adult-oriented businesses—Findings.

The city council finds and determines that the planning and building departments of this city (and those of other cities) have indicated that the present controls relating to the appropriate zoning of adult-oriented businesses are inadequate to meet special conditions relating to such uses, including problems relating to litter, traffic, parking, hours of operation, noise, congestion, public nuisance, depreciation of property values, proximity to incompatible uses, appropriate concentration and dispersal of such activities and other matters relating to public health, safety and welfare and the police power of this city; that it is appropriate to amend the zoning code regulations for such uses, and to abate nonconforming uses.

(Ord. 597 § 6, 2006: Ord. 403 § 1(part), 1986: Ord. 401 § 1(part), 1986).
17.59.025 - Adult-oriented businesses—Definitions.

The words and phrases used in this chapter shall be governed by the definitions contained in Chapter 9.53 or 17.08 of this code.

(Ord. 597 § 7, 2006).

17.59.030 - Adult-oriented businesses—Location and special restrictions.

A. An adult-oriented business shall only be permitted in the following zones:
   1. Heavy Manufacturing (designated by the acronym "M2"); and
   2. Quarry (designated by the acronym "Q").

B. An adult-oriented business shall not be permitted within one thousand feet of the following locations:
   1. A place of worship;
   2. An educational institution;
   3. A residentially zoned property or any legal nonconforming residential uses;
   4. A public park;
   5. Premises with on-site or off-site retail sales of alcoholic beverages; or
   6. Another adult-oriented business.

C. Any other sexually oriented business, whether an adult-oriented business or not, shall be similarly regulated and restricted under the authority of the U.S. Supreme Court cases of "Young v. American Mini-theatres" and "Renton v. Playtime."

D. The distance of separation, required by subsection B of this section, shall be made using a straight line, without regard to intervening structures or objects, from the property line of the lot upon which the adult-oriented business shall be located to the nearest property line of the lot upon which is located a residential use, place of worship, educational institution, park, premises selling alcoholic beverages or another adult-oriented business.

E. Permit Required. Adult-oriented businesses shall obtain a permit in compliance with all applicable requirements of Chapter 9.53 of this code which is incorporated in this section by reference.

(Ord. 597 § 8, 2006; Ord. 403 § 1(part), 1986; Ord. 401 § 1(part), 1986).

17.59.035 - Development standards.

A. Adult-oriented businesses shall comply with the city's parking standards for the underlying use. Where no objective city parking standards exist for a particular underlying use, parking shall be provided at a ratio of one space for every one and
one-half occupants based upon the maximum occupancy approved by the Los Angeles County Fire Department.

B. Adult-oriented business shall also comply with the requirements of Chapter 9.53 of this code.

(Ord. 597 § 9, 2006).

17.59.040 - Alternative.

In the event any prohibition set forth above in this chapter is held by any court of jurisdiction to be invalid, or inapplicable, then such use or uses shall ipso facto, immediately, and automatically be classified as a conditional use permit pursuant to the provisions of the zoning code of this city and an environmental impact report pursuant to the California Environmental Quality Act.

(Ord. 403 § 1(part), 1986: Ord. 401 § 1(part), 1986).

17.59.050 - Nonconforming uses.

In the event there exists on the date of enactment hereof any use which qualifies as a preexisting nonconforming use, then such use may either:

A. Be summarily abated as a public nuisance if after a due process hearing the city council so determines; or

B. Be amortized over a useful life of twelve months from date of notice, and then abated as a violation of this code.

(Ord. 597 § 10, 2006: Ord. 403 § 1(part), 1986: Ord. 401 § 1(part), 1986).
SECTION 7. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute this Ordinance on behalf of the City of Irwindale forthwith upon its adoption.

SECTION 8. The Deputy City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

SECTION 9. City staff is directed to prepare and file a Notice of Exemption under the California Environmental and Quality Act (CEQA) in connection with this project.

PASSED, APPROVED, AND ADOPTED this 9th day of February 2011.

[Signature]
Manuel R. Garcia, Mayor

ATTEST:

[Signature]
Linda J. Kimbro, MMC
Deputy City Clerk
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF IRWINDALE

I, Linda J. Kimbro, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 648 was duly introduced at a regular meeting of the Irwindale City Council held on the 26th day of January 2011, and was duly approved and adopted on second reading at its regular meeting held on the 9th day of February 2011, by the following vote of the Council:

AYES: Councilmembers: Breceda, Burrola, Fuentes, Ortiz, Mayor Garcia

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None

Linda J. Kimbro, MMC
Deputy City Clerk

AFFIDAVIT OF POSTING

I, Linda J. Kimbro, Deputy City Clerk, certify that I caused a copy of Ordinance No. 648, adopted by the City Council of the City of Irwindale at its regular meeting held February 9, 2011, to be posted at the City Hall, Library, and Post Office on February 10, 2011.

Dated: February 10, 2011

Linda J. Kimbro, MMC
Deputy City Clerk
Date: August 22, 2012

To: Mayor and Council Members

From: John Davidson, City Manager

Issue: AN URGENCY INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, EXTENDING URGENCY ORDINANCE NO. 661 FOR TEN MONTHS AND FIFTEEN DAYS TO COMPLETE STUDIES AND PREPARE AN UPDATE TO THE CITY'S ZONING CODE RELATIVE TO AUTOMOBILE DISMANTLING USES

CITY MANAGER'S RECOMMENDATION

That the City Council adopt the attached Urgency Ordinance No. 662 extending by ten months and fifteen days Urgency Ordinance No. 661 temporarily prohibiting the establishment of new automotive dismantling uses and the extension, modification or intensification of existing automotive dismantling uses.

ANALYSIS

Section 17.56.070 of the Irwindale Municipal or Zoning Code (collectively "Code"), entitled “Regulations for automobile dismantling yards or junk and salvage yards,” specifies performance standards, regulates, and monitors the location, zoning standards, and other aspects of locating automotive dismantling uses in the City of Irwindale (“City”). Subsection 17.56.020(6) requires a Conditional Use Permit (CUP) in the M-2 (Heavy Manufacturing) zone for “Automobile wrecking or dismantling yards.”

With the expiration of ZC/CUP 85-4, which currently governs all automotive dismantling uses on Alpha Street, quickly approaching; staff is proposing to revisit the current performance standards for automotive dismantling uses, and overall appropriateness of the uses in the City. The possible continuance of these expiring CUPs and the possibility of new dismantling uses outside of Alpha Street may no longer be effectively or appropriately governed by the current standards.

Code enforcement data, fiscal impact considerations, property reuse, and other historical factors will be addressed in this comprehensive review. Staff will hold study sessions with the Planning Commission and City Council to review these factors and receive policy direction.
URGENCY ORDINANCE

California Government Code Section 65858 reads that the term of an urgency ordinance establishing a moratorium shall expire 45 days from the date of adoption of the ordinance. The moratorium established by Urgency Ordinance No. 661 was adopted by the City Council on July 25, 2012. Prior to the expiration of the initial 45 days, a report on measures taken to alleviate the conditions that led to the adoption of the Urgency Ordinance must be provided. Said report is attached for review. The urgency ordinance may be extended two more times as follows: (a) for ten (10) months and fifteen (15) days; and (b) for an additional one (1) year.

Section 65858 further requires as follows:

1. That the adoption of an urgency ordinance requires a four-fifths vote of the City Council;

2. That when adopting an urgency ordinance, the City Council must make findings concerning the existence of an immediate and current threat to the public safety, health and welfare, due to the fact that the City's Zoning Ordinance and General Plan currently contain standards for automobile dismantling uses; however staff has found the current standards to be outdated and require review and updating to appropriately address the impacts of automotive dismantling uses, including those located in proximity to incompatible/sensitive land uses. Indeed, during such time, the City has had to address a significant number of incidents of code violations caused or allowed to be maintained by some automotive dismantling operators and/or property owners on Alpha Street; and

3. That ten (10) days prior to the expiration of the moratorium, the City Council must issue a written report describing the measures taken to alleviate the condition that led to the adoption of the ordinance. A copy of such report is provided concurrently herewith for Council consideration.

Pursuant to the authority and criteria contained in the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, the City of Irwindale, as the lead agency, has analyzed the Project and determined that there is no possibility that the adoption of the attached Ordinance establishing a moratorium may have a significant effect on the environment and, therefore, the adoption of this Ordinance is exempt from the requirements of CEQA pursuant to the provisions of CEQA Guidelines Sections 15061(b)(3), 15262 and 15306.

FISCAL IMPACT

The adoption of Urgency Ordinance No. 662 is not anticipated to create any fiscal impact to the City's General Fund.
Fiscal Impact:  
(Initial of CFO)

Legal Impact:  
(Initial of Legal Counsel)

Contact Person:  
Ken Lee, Community Development Director/Redevelopment Consultant

Phone:  
626-430-2213

E-mail:  
klee@ci.irwindale.ca.us

John Davidson, City Manager

Attachments:
1. City Council Ordinance No. 661
2. City Council Ordinance No. 662
3. Report on Measures Taken to Alleviate the Condition that Led to the Adoption of Ordinance No. 661 establishing a 45-day moratorium prohibiting the extension, modification or intensification of automotive dismantling uses including the issuance of Use Permits or similar permits.
ORDINANCE NO. 661

AN URGENCY INTERIM ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF IRWINDALE, CALIFORNIA, TEMPORARILY PROHIBITING THE
ESTABLISHMENT OF NEW AUTOMOTIVE DISMANTLING USES AND PROHIBITING
THE EXTENSION, MODIFICATION OR INTENSIFICATION OF EXISTING
AUTOMOTIVE DISMANTLING USES PENDING COMPLETION OF STUDIES AND
THE PREPARATION OF AN UPDATE TO THE CITY’S ZONING CODE

WHEREAS, the Irwindale Municipal Code ("IMC"), including the Irwindale Zoning Code, currently provides performance standards for automotive dismantling uses; and

WHEREAS, automotive dismantlers are conditionally permitted Citywide in the M-2 (Heavy Manufacturing) zone, all active dismantling uses are currently located on Alpha Street, on the western side of the City of Irwindale ("City"), and are currently operating under ZC/CUP No. 85-4, which allowed them to operate for 25 years from the date each Grant Deed was recorded for each property on Alpha Street; and

WHEREAS, over the next few years, the 25-year time period allotted for each property owner will begin to expire in staggered succession; and

WHEREAS, the City staff has recently met with a representative of the Alpha Street automotive dismantlers owners regarding proposed applications for new conditional use permits ("CUPs") defined as permits granted by the Planning Commission to ensure that the proposed use will be rendered compatible with other existing and permitted uses located in the general area of the proposed use and understands that the applicants' intent is to request an additional 25 years of operation for all automotive dismantling uses on Alpha Street; and

WHEREAS, the City Council has determined that, in anticipation of the approaching CUP expiration dates under ZC/CUP No. 85-4, and the impending proposals for new long-term CUPs to extend the life of the existing automotive dismantling uses on Alpha Street, the City’s current policies and zoning standards governing the relevance, appropriateness, and operations of automotive dismantling uses in the City are outdated and should be comprehensively reviewed prior to receiving, processing, or deciding upon applications proposing new or extended operations of such use in the City; and

WHEREAS, City staff requires time to revisit the current performance standards for automotive dismantling uses, and overall appropriateness of such uses in the City; and

WHEREAS, the City Council desires, on an urgency basis, to temporarily prohibit the establishment of new automotive dismantling uses and the extensions, modification or intensification of existing automotive dismantling uses within the City, as further defined in Section 2 of this Ordinance; and
WHEREAS, Government Code Sections 36934, 36937 and 65858 expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health or safety and to prohibit a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time.

NOW, THEREFORE, the City Council of the Irwindale does ordain as follows:

SECTION 1. Findings:

A. There are currently ordinances in the Irwindale Municipal or Zoning Code (collectively, "Code") specifically regulating or monitoring the location, zoning standards, or other aspects of automotive dismantling uses. However, their efficacy and appropriateness need to be revisited on the heels of the expiration of the CUP which governs all such uses City-wide.

B. Although the City has made a conscientious effort during the past 25 years to address and regulate automotive dismantling uses, the current standards have been determined to be outdated and require review and updating to appropriately address the impacts of automotive dismantling uses, including those located in proximity to incompatible/sensitive land uses. Indeed, during such time, the City has had to address significant incidents of code violations caused or allowed to be maintained by some automotive dismantling operators and/or property owners on Alpha Street.

C. City staff has been in communications with a representative of property owners on Alpha Street and anticipates submittal of applications for new CUPS for the continued operation of the automotive dismantling uses. There has been no revision to the existing Conditions of Approval approved under ZC/CUP 85-4 and the existing standards contained in the Code focus mainly on landscaping and fencing/walls and lacks standards to regulate other aspects of these businesses, such as customer parking, hazardous waste disposal, and property maintenance, which have been the source of many code enforcement efforts the City has been forced to pursue related to these operations. The City has therefore determined that the Code lacks appropriate, up-to-date standards to effectively regulate automotive dismantling uses.

D. The time extension of the existing uses and any proposed new uses, without appropriate rules and regulations, could result in the creation of negative secondary effects such as an increase in visual blight, additional code enforcement activity, and impacts related to placement of such uses adjacent to incompatible/sensitive uses.

E. To allow time for the City to consider, study, and enact regulations for the regulation of automotive dismantling uses, it will be necessary to temporarily suspend
the approval of discretionary permits, business licenses, occupancy permits and/or DMV authorizations for new automotive dismantling uses, except where a property has an existing 25-year covenant period originally granted in the agreements between the Irwindale Community Redevelopment Agency and the separate property owners that were recorded in 1988 and 1989. No extension, modification or intensification of existing automotive dismantling uses that require a CUP shall be accepted, processed, approved or issued as such uses may be in conflict with the performance standards and implementation regulations that the City will ultimately impose after the City has considered and studied this issue, which shall be accomplished within a reasonable time.

F. A moratorium will provide the City with time to draft and adopt appropriate regulations to regulate the location and operation of for such automotive dismantling uses in a manner that is consistent with the Code, compatible with surrounding neighborhoods and in the best interests of the residents of the City.

SECTION 2. Interim Prohibition

From and after the date of this ordinance, no discretionary permits, business licenses, occupancy permits and/or DMV authorizations for new automotive dismantling uses shall be issued, except where a property has an existing 25-year covenant period originally granted in the agreements between the Irwindale Community Redevelopment Agency and the separate property owners that were recorded between 1987 and 1989. No extension, modification or intensification of existing automotive dismantling uses that require a CUP shall be accepted, processed, approved or issued for a period of 45 days.

For purposes of this ordinance, the term "automotive dismantling use" shall be synonymous with "automobile dismantling yard" per Irwindale Municipal Code Section 17.08.055 and shall also include those improvements defined in said section.

SECTION 3. Urgent Need

Based on the foregoing recitals and findings which are all deemed true and correct, this interim ordinance is urgently needed for the immediate preservation of the public safety, health, and welfare. This interim ordinance shall take effect immediately upon adoption and shall be of no further force and effect 45 days following the date of its adoption unless extended in accordance with the provisions set forth in Government Code Section 65858.

SECTION 4. Authority

Government Code Section 65858 provides that an urgency measure in the form of an initial interim ordinance may be adopted without prior public notice by a four-fifths vote of the City Council, which shall be effective for only 45 days following its date of adoption. Government Code Section 65858 further provides that such an urgency
measure may be extended following compliance with that section for up to an additional 22 months and 15 days beyond the original 45-day period.

SECTION 5. Penalties

The definitions and penalties for land use violations that are prescribed in the Irwindale Zoning Code shall apply to violations of the provisions of this Interim Ordinance.

SECTION 6. Severability

If any provision of this Interim Ordinance or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Interim Ordinance which can be given effect without the invalid provision or application and to this end the provisions of this Interim Ordinance are hereby declared to be severable.

SECTION 7. Notice

The City Clerk shall certify to the passage of this Interim Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

PASSED, APPROVED, and ADOPTED, this 25th day of July, 2012.

David "Chico" Fuentes, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

Ordinance No. 661
Page 4
I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 661 was duly approved and adopted at a regular meeting of the Irwindale City Council held on the 25th day of July, 2012 by the following vote of the Council:

AYES: Councilmembers: Breceda, Garcia, Ortiz, Miranda, Mayor Fuentes

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None

[Signature]
Laura M. Nieto, CMC
Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused a copy of Ordinance No. 661, adopted by the City Council of the City of Irwindale at its regular meeting held July 25, 2012, to be posted at the City Hall, Library, and Post Office on July 30, 2012.

[Signature]
Laura M. Nieto, CMC
Deputy City Clerk

Dated: June 28, 2012

Ordinance No. 661
Page 5
ORDINANCE NO. 662

AN URGENCY INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, TEMPORARILY PROHIBITING THE ESTABLISHMENT OF NEW AUTOMOTIVE DISMANTLING USES AND PROHIBITING THE EXTENSION, MODIFICATION OR INTENSIFICATION OF EXISTING AUTOMOTIVE DISMANTLING USES PENDING COMPLETION OF STUDIES AND THE PREPARATION OF AN UPDATE TO THE CITY’S ZONING CODE

WHEREAS, the City Council of the City of Irwindale ("City Council"), at its regular meeting of July 25, 2012, and pursuant to Government Code Sections 65858, 36934 and 36937, adopted Interim Urgency Ordinance No. 661 establishing a moratorium (the "Moratorium") on the granting of use permits or similar permits for automotive dismantling uses pending the completion of an amendment to the Zoning Ordinance; and

WHEREAS, staff will not be able to complete all of the required studies, analyses and preparation of the proposed amendment to the Zoning Ordinance before September 7, 2012, the date the 45-day moratorium expires; and

WHEREAS, all of the findings cited in the Interim Urgency Ordinance No. 661 concerning the existence of an immediate and current threat to the public safety, health and welfare still remain, due to the fact that the current standards for establishment of new or intensification of existing automobile dismantling uses are outdated and require review and updating to appropriately address the impacts of automotive dismantling uses, including those located in proximity to incompatible/sensitive land uses. Indeed, during such time, the City has had to address significant incidents of code violations caused or allowed to be maintained by some automotive dismantling operators and/or property owners on Alpha Street; and

WHEREAS, the City Council, acting through its planning staff, has issued the written report required pursuant to Government Code Section 65858(d) describing the measures taken to date to alleviate the conditions which led up to the adoption of Interim Urgency Ordinances No. 661, which report is provided concurrently with this Resolution and incorporated herein by this reference as if set forth in full; and

WHEREAS, pending completion of the tasks set forth in such report, the City Council finds and determines that there is a need to extend Interim Urgency Ordinance No. 661 for an additional time period of ten (10) months and fifteen (15) days (the "Project") as authorized by Government Code Section 65858(a) to enable City staff to further research and develop a revised ordinance that addresses the City’s concerns, leading to the adoption of the Moratorium, which research will include, but not be limited to the following:
a. Survey the location and type of automobile dismantlers within the City to determine appropriate performance standards;

b. Review the current performance standards in the IMC Section 17.56.070 and conditions of approval for ZC/CUP 85-4;

c. Determine if the intent of the General Plan is congruent with this type of use;

d. Review historical documentation to help determine the short and long term goals and intentions of automobile dismantling City-wide, specifically the properties located on Alpha Street;

e. Research history regarding issues or concerns with automotive dismantling uses;

f. Research any past and/or present environmental violations with automotive dismantling uses; and

g. Continue the collaborative effort with the existing operators in the City to procure historical records and understand and address their questions and concerns.

WHEREAS, Government Code Sections 36937 and 65858 expressly authorize the City Council to adopt an ordinance prohibiting any uses which may be in conflict with a contemplated general plan, specific plan or zoning ordinance which the City Council, the Planning Commission or the Planning Department is considering studying or intends to study within a reasonable period of time; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act (“CEQA”) and the CEQA Guidelines, the City of Irwindale, as the lead agency, has analyzed the Project and determined that there is no possibility that the adoption of this Ordinance extending the Moratorium may have a significant effect on the environment and, therefore, the adoption of this Ordinance is exempt from the requirements of CEQA pursuant to the provisions of CEQA Guidelines Sections 15061(b)(3), 15262 and 15306; and

WHEREAS, subsequent to notice pursuant to Government Code Section 65090, the City Council has conducted a public hearing on the extension proposed herein.

NOW, THEREFORE, the City Council of the City of Irwindale, California does ordain as follows:

SECTION 1. The City Council of the City of Irwindale finds that the above recitals are true and correct.

SECTION 2. Continuing from and after the date of this Interim Ordinance, neither the City Council nor the Planning Department shall grant any permits, or the like, relating to automobile dismantling uses pending completion of studies and the
establishment of a new zoning ordinance and performance standards for automobile dismantling uses.

SECTION 3. This Interim Ordinance is enacted pursuant to the authority conferred upon the City Council of the City of Irwindale by Government Code Sections 36937 and 65858, and shall be in full force and effect immediately upon its adoption by a four-fifths (4/5) vote of the City Council as if and to the same extent that such ordinance had been adopted pursuant to each of the individual sections set forth hereinabove.

SECTION 4. In adopting this Interim Ordinance extending Interim Urgency Ordinance No. 661, the City Council finds and determines that each of the recitals contained in this ordinance are true and correct, and that the adoption of this Interim Ordinance is necessary to protect the public safety, health and welfare, as those terms are defined in Government Code Section 65858(a), in at least the following respects:

a. Were the City Council or the Planning Department to grant any permit, or the like, relating to automobile dismantling uses during the pendency of the studies necessary to revise the City's applicable zoning ordinance, such approvals could undermine the orderly development of property within the City, resulting in a reduction of the quality, caliber and aesthetics of the development of such property insofar as future code enforcement violations may continue as has been experienced with many of such uses in the past; and

b. Were the City Council or the Planning Department to grant any permit, or the like, relating to automobile dismantling uses during the pendency of the studies necessary to revise the City's applicable zoning ordinance, such approvals could undermine the orderly development of property within the City, resulting in the inability of the City to assure that property is developed to its highest and best use as allowed by law; and

c. Were the City Council or the Planning Department to grant any permit, or the like, relating to automobile dismantling uses during the pendency of the studies necessary to revise the City's applicable zoning ordinance, such approvals could authorize development which is in violation of State laws.

SECTION 6. This Interim Ordinance, unless duly extended, shall be of no further force or effect ten (10) months and fifteen (15) days from and after the date of its adoption.

SECTION 7. The City Clerk shall certify to the passage of this Interim Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.
PASSED, APPROVED, and ADOPTED, this 22nd day of August, 2012.

David "Chico" Fuentes, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF IRWINDALE

I, Laura Nieto, CMC Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 662 was duly approved and adopted at a regular meeting of the Irwindale City Council held on the 22nd day of August, 2012 by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk
REPORT ON MEASURES TAKEN TO ALLEVIATE THE CONDITIONS THAT LED TO THE ADOPTION OF URGENCY ORDINANCE NO. 661

August 22, 2012

On July 25, 2012, the City Council adopted Urgency Ordinance No. 661 temporarily prohibiting the extension, modification or intensification of automotive dismantling uses including the issuance of Use Permits or similar permits. The moratorium serves to temporarily suspend the granting of use permits or similar permits for automotive dismantling uses. The City Council further directed staff to develop comprehensive and appropriate revisions to the City's Zoning Ordinance including, but not limited to, (a) an assessment of existing automotive dismantling uses in the City; and (b) the preparation of updated performance standards for automotive dismantling uses.

Immediately upon the adoption of Urgency Ordinance No. 661 and, in order to address the existing conditions that led to the adoption of the Ordinance, Planning staff initiated the following efforts:

- Survey the location and type of automotive dismantlers within the City to determine appropriate performance standards;
- Review the current performance standards in the IMC Section 17.56.070 and conditions of approval for ZC/CUP 85-4;
- Determine if the intent of the General Plan is congruent with this type of use;
- Review historical documentation to help determine the short and long term goals and intentions of automotive dismantling City-wide, specifically the properties located on Alpha Street;
- Research history regarding issues or concerns with automotive dismantling uses;
- Research any past and/or present environmental violations with automotive dismantling uses; and
- Continue the collaborative effort with the existing operators in the City to procure historical records and understand and address their questions and concerns.
The CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE REDEVELOPMENT AGENCY met in regular session at the above time and place.

ROLL CALL: Present: Councilmembers Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Julian A. Miranda; Mayor David "Chico" Fuentes

Also present: John Davidson, City Manager; Pam Lee, Assistant City Attorney; Dennis Smith, Chief of Police; Kwok Tam, Director of Public Works; Laura Nomura, Director of Finance; Ken Lee, Director of Community Development/Planning; and Laura Nieto, Deputy City Clerk

SPONTANEOUS COMMUNICATIONS None.

CONSENT CALENDAR

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

ITEM NO. 1A MINUTES

The following minutes were approved:

1) Regular meeting held July 11, 2012.

ITEM NO. 1B WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A REDEVELOPMENT DISSOLUTION UPDATE (VERBAL)

Director Lee provided the verbal report. He advised that staff continues to work through the processes of the wind-down of the former Redevelopment Agency. Another ROPS must be prepared in the format dictated by the Department of Finance. This set of ROPS will be taken to the Successor Agency on the 22\textsuperscript{nd}, then to the
Oversight Board on the 23rd, and finally to the Department of Finance by September 1st. If this deadline is not met, the city is subject to a $10,000 per day penalty. A list of housing assets must also be submitted. The assets are intended to be transferred from the former Redevelopment Agency to the Successor Agency and finally to the Housing Authority. One positive aspect of AB 1484 was that it helped clarify which housing assets can be kept. The real property on the housing side is being treated differently under this legislation than non-housing. Staff intends to issue a Request for Qualifications with select developers that are qualified and have capital. This would affect the six-acre Arrow Highway site. This is focused on finding the right developer that can find the right user that is the right fit for the property.

**ADJOURNMENT**

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

Laura M. Nieto, CMC
Deputy City Clerk
## Accounts Payable

Checks by Date - Summary By Check Number

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

<table>
<thead>
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<td>LOSANG10</td>
<td>Los Angeles County Fire Dept</td>
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Report Total: 57,823.02
Accounts Payable

Checks by Date - Summary By Check Number

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

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<td>48265</td>
<td>SOUTHE02</td>
<td>Southern California Edison-</td>
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Report Total: 61.31
AGENDA REPORT

ITEM NO. 2A
AUGUST 22, 2012

Date: August 22, 2012
To: Honorable Chair and Members of the Successor Agency
From: John Davidson, Executive Director
Issue: Consideration of Resolution No. 2012-41-2580 of the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency Approving a Draft Recognized Obligation Payment Schedule for January 1, 2013 through June 30, 2013

Executive Director’s Recommendation:
That the City Council as Successor Agency adopt: “A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE THIRD SIX-MONTH FISCAL PERIOD BEGINNING JANUARY 1, 2013 AND ENDING JUNE 30, 2013.”

Background:
Health and Safety Code ("HSC") Section 34177(l) requires the Successor Agency to prepare and submit a Recognized Obligation Payment Schedule ("ROPS"), prior to each six-month fiscal period, to the Oversight Board, County Auditor-Controller, State Controller’s Office ("SCO"), and State Department of Finance ("DOF") for review and approval. For the ROPS period of January 1, 2013 to June 30, 2013, HSC Section 34177(m) specifically requires that an Oversight Board-approved ROPS be submitted to the State by no later than September 1, 2012. If the ROPS is not submitted by that deadline, the City of Irwindale (as the City and not as the Successor Agency) will be subject to a civil penalty of $10,000 per day for each day it is late. These requirements for the ROPS III period are new to the ABX126 (Chapter 5, Statutes of 2011) redevelopment wind-down process as a result of AB 1484 (Chapter 26, Statutes of 2012), which took effect on June 27, 2012.

Changes to ROPS Format and Organization
Under AB 1484, DOF was required to prescribe a new format for ROPS III and future ROPS’s because of “true-up” calculations that must be contained in the ROPS, effective June 27, 2012. Also, the prior format provided for estimates of enforceable obligation payments by month. The new format only requires that the total payment amounts per obligation for the entire six-month period be estimated and listed on the ROPS.

ROPS I “True-up” Process
DOF’s format for ROPS III requires successor agencies to itemize all prior period ROPS payments for enforceable obligations and administrative costs. The prior period for
ROPS III is January through June 2012. This requirement provides a “true-up” process that compares estimated ROPS payments versus actual payments. If the Successor Agency spent less than it originally estimated, the new legislation assumes that the Successor Agency has a surplus of Redevelopment Property Tax Trust Fund ("RPTTF") monies in its Redevelopment Obligation Retirement Fund ("RORF") that can be applied during the next ROPS period. As such, the law provides for the County Auditor-Controller to adjust down the distribution of RPTTF to the Successor Agency for the next ROPS period by the surplus amount. It is unclear what occurs if a Successor Agency spent more on a specific ROPS line item than was originally estimated.

**Changes to ROPS Items**

As anticipated, there are no significant differences in line items between ROPS III and prior versions, except where enforceable obligations were completed, paid off, or expired, and where DOF rejected specific ROPS line items. It should be noted, however, that two ROPS line items were rejected by DOF: (1) Live Oak/Arrow Highway/605 Freeway Project; and (2) Los Angeles Street Bridge Improvement Project. The proposed ROPS III includes these 2 items, with a notation describing the DOF’s prior rejection of these items. If these projects can no longer receive funding from the Successor Agency, funds from the Special Mining Fund will be appropriated to continue financing the Live Oak/Arrow Highway/605 Freeway interchange improvement project. The Los Angeles Street Bridge Improvement Project has been completed and no additional funding is needed. Staff continues to dispute DOF’s rejection of these projects based on the former Redevelopment Agency’s prior authorization to fund these activities. Staff believes DOF’s rejection of the items, however, will not be reconsidered and is final.

**DOF Review**

Upon submittal of an Oversight Board-approved ROPS, DOF has 45 days to make its determination of the enforceable obligations, including amounts and funding sources. Within five business days of DOF’s determination, the Successor Agency may request additional review and an opportunity to meet and confer on disputed items. DOF has until 15 days prior to the date for property tax distribution to make its final decision. The RPTTF distribution date for ROPS III is January 2, 2013.

**Fiscal Impact:**

Approval of the ROPS is necessary for the Successor Agency to continue administrative operations, including payroll, supplies/equipment, and office space, and to continue to make payments on indebtedness, contracts, and other Enforceable Obligations. By not adopting the ROPS, the Successor Agency would risk defaulting on loans and other debt agreements, and not being able to fund certain expenses and operations, which would also impact the City’s General Fund. Failure to submit an Oversight Board-approved ROPS to the State will also result in a $10,000 per day penalty assessed against the City for each day the ROPS is late.
Fiscal Impact: \( \underline{h} \) (Initial of CFO) See Above.

Legal Impact: \( \underline{\_\_\_\_\_\_\_} \) (Initial of Legal Counsel)

Contact Person: Ken Lee, Community Development Director/Redevelopment Consultant
Phone: (626) 430-2213
klee@ci.irwindale.ca.us

\[\text{Signature} \quad \text{John Davidson, Executive Director}\]
SUCCESSOR AGENCY RESOLUTION NO. 2012-41-2580

A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE THIRD SIX-MONTH FISCAL PERIOD BEGINNING JANUARY 1, 2013 AND ENDING JUNE 30, 2013

WHEREAS, pursuant to Assembly Bill 26 of the First Extraordinary Session of the 2011-2012 Legislative Session ("ABX1 26") (Chapter 5, Statutes of 2011), the Irwindale Community Redevelopment Agency was effectively dissolved as of February 1, 2012; and

WHEREAS, pursuant to ABX1 26, the City Council of the City of Irwindale adopted Resolution No. 2012-08-2547 on January 11, 2012, affirmatively electing to serve as the “Successor Agency” to the Irwindale Community Redevelopment Agency; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule ("ROPS") prior to each six-month fiscal period, in a manner prescribed by the California Department of Finance ("DOF"), and submit the ROPS to an oversight board, the Los Angeles County Auditor-Controller, the State Controller’s Office, and DOF for review and approval; and

WHEREAS, Assembly Bill 1484 ("AB 1484") (Chapter 26, Statutes of 2012) established new procedural requirements for the preparation, review, and approval of ROPS by the Successor Agency, including clarifications regarding “enforceable obligations”; and

WHEREAS, Exhibit “A” to this resolution establishes a ROPS for the six-month fiscal period beginning January 1, 2013 and ending June 30, 2012, in a manner consistent with that prescribed by DOF.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Approval of ROPS. The City of Irwindale as Successor Agency hereby approves the Recognized Obligation Payment Schedule, in substantially the form attached hereto as Exhibit “A,” as required by ABX1 26, enacted during the 2011 legislative year, and AB 1484, enacted during the 2012 legislative year.

Section 3. Transmittal to Appropriate Agencies. The Executive Director is hereby authorized and directed to transmit, by mail or electronic means, a copy of the ROPS to the Oversight Board, Los Angeles County Auditor-Controller, State Department of Finance, and the State Controller’s Office, as prescribed by statute.

Section 4. Authorization to Make Changes. To meet the September 1, 2012 deadline and avoid any civil penalty that may be imposed, the Successor Agency authorizes the City Manager or his designee to make technical and format changes as necessary to the ROPS
before the ROPS is adopted by the Oversight Board; and after the ROPS is adopted by the Oversight Board to reflect any changes made by the Oversight Board.

PASSED AND ADOPTED at a regular meeting of the Successor Agency to the Inwindale Community Redevelopment Agency, on the 22nd day of August, 2012, by the following vote:

AYES: 

NOES: 

ABSTAIN: 

ABSENT: 

________________________________________
David “Chico” Fuentes, Chairman

ATTEST:

______________________________
Laura Nieto, Agency Secretary
EXHIBIT "A"

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
JANUARY 1, 2013 – JUNE 30, 2013
### Successor Agency Contact Information

<table>
<thead>
<tr>
<th>Name of Successor Agency:</th>
<th>City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>County:</td>
<td>Los Angeles</td>
</tr>
<tr>
<td>Primary Contact Name:</td>
<td>Ken Lee</td>
</tr>
<tr>
<td>Primary Contact Title:</td>
<td>Redevelopment Consultant</td>
</tr>
<tr>
<td>Address</td>
<td>5050 N Irwindale Ave, Irwindale, CA</td>
</tr>
<tr>
<td>Contact Phone Number:</td>
<td>(626) 430-2213</td>
</tr>
<tr>
<td>Contact E-Mail Address:</td>
<td><a href="mailto:klee@ci.irwindale.ca.us">klee@ci.irwindale.ca.us</a></td>
</tr>
<tr>
<td>Secondary Contact Name:</td>
<td>Eva Contreras</td>
</tr>
<tr>
<td>Secondary Contact Title:</td>
<td>Finance Manager</td>
</tr>
<tr>
<td>Secondary Contact Phone Number:</td>
<td>(626) 430-2221</td>
</tr>
<tr>
<td>Secondary Contact E-Mail Address:</td>
<td><a href="mailto:econtreras@ci.irwindale.ca.us">econtreras@ci.irwindale.ca.us</a></td>
</tr>
</tbody>
</table>
**SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE**
Filed for the January 1, 2013 to June 30, 2013 Period

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

<table>
<thead>
<tr>
<th>Outstanding Debt or Obligation</th>
<th>Six-Month Total</th>
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<td>$142,149,414</td>
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<table>
<thead>
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<th>Current Period Outstanding Debt or Obligation</th>
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<tr>
<td>A Available Revenues Other Than Anticipated RPTTF Funding</td>
</tr>
<tr>
<td>B Anticipated Enforceable Obligations Funded with RPTTF</td>
</tr>
<tr>
<td>C Anticipated Administrative Allowance Funded with RPTTF</td>
</tr>
<tr>
<td>D Total RPTTF Requested (B + C = D)</td>
</tr>
<tr>
<td>E Total Current Period Outstanding Debt or Obligation (A + B + C = E) Should be the same amount as ROPS form six-month total</td>
</tr>
<tr>
<td>F Variance (E - D = F) Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding</td>
</tr>
<tr>
<td>G Enter Total Six-Month Anticipated RPTTF Funding (Obtain from county auditor-controller)</td>
</tr>
<tr>
<td>H Enter Actual Obligations Paid with RPTTF</td>
</tr>
<tr>
<td>I Enter Actual Administrative Expenses Paid with RPTTF</td>
</tr>
<tr>
<td>J Adjustment to Redevelopment Obligation Retirement Fund (G - (H + I) = J)</td>
</tr>
<tr>
<td>K Adjusted RPTTF (The total RPTTF requested shall be adjusted if actual obligations paid with RPTTF are less than the estimated obligation amount.)</td>
</tr>
</tbody>
</table>

Certification of Oversight Board Chairman:
Pursuant to Section 34177(m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>
## RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)

January 1, 2013 through June 30, 2013

<table>
<thead>
<tr>
<th>Item</th>
<th>Project Name / Debt Obligation</th>
<th>Contract/Agreement Execution Date</th>
<th>Contract/Agreement Termination Date</th>
<th>Payee</th>
<th>Description/Project Scope</th>
<th>Project Area</th>
<th>Total Outstanding Debt or Obligation</th>
<th>Total Due During Fiscal Year 2012-13</th>
<th>LWHP</th>
<th>Bond Proceeds</th>
<th>Reserve Balance</th>
<th>Admin Allowance</th>
<th>RPTTF</th>
<th>Other</th>
<th>Six-Month Total</th>
<th>Funding Source</th>
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<td>1.2</td>
<td>2003 Tax Allocation Housing Bonds</td>
<td>10/28/2003</td>
<td>8/1/2025</td>
<td>US Bank National Association</td>
<td>Bonds issued to fund housing projects</td>
<td>Industrial Housing Fund Area</td>
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<td>2005 Taxable Housing Parity Bonds</td>
<td>8/2/2005</td>
<td>8/1/2026</td>
<td>US Bank National Association</td>
<td>Bonds issued to fund housing projects</td>
<td>Industrial Housing Fund Area</td>
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<td>2006 Subordinate Tax Allocation Ref. Bonds</td>
<td>4/5/2005</td>
<td>6/1/2026</td>
<td>US Bank National Association</td>
<td>Bond issued to fund non-housing projects</td>
<td>Industrial Project Area</td>
<td>$21,204,537.50</td>
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<td>386,113</td>
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<td>1.6</td>
<td>Property Tax Audit and Information Services</td>
<td>8/2/2005</td>
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<td>Hill, Cren &amp; Cone</td>
<td>Contract for Property Tax Audit and Information Services - Requested for Continuing Disclosures for Bonds</td>
<td>Industrial-Project Area</td>
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<td>Fiscal Agent Fees</td>
<td>Various per Bond</td>
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<td>Fees for Fiscal Agent Services</td>
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<td>Bond Arbitrage Calculation</td>
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<td>Various</td>
<td>Wilshire Financial Services</td>
<td>Fees for Bond Arbitrage Calculations</td>
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<td>2001 COP - Municipal Facilities Project</td>
<td>6/28/2001</td>
<td>4/1/2021</td>
<td>US Bank National Association</td>
<td>Revenue Sharing Payment for COP under 2nd Lease Agreement for Lease of City Property</td>
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<td>$9,981,830.00</td>
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<td>Reserve Obligations for Bonds</td>
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<td>City of Inglewood</td>
<td>Reserve Obligations for Bonds</td>
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</table>

### OBLIGATION CATEGORY 1: BONDS

- **OBLIGATION CATEGORY 1-1:** Bonds
- **OBLIGATION CATEGORY 1-2:** Loans/Monies Borrowed by the Agency Other Than Bonds
- **OBLIGATION CATEGORY 1-3:** Cooperation & Financial Agreements Between RDA and Sponsoring Entity
- **OBLIGATION CATEGORY 1-4:** Salary & Benefit Obligations
- **OBLIGATION CATEGORY 1-5:** Pass-Through Payments
- **OBLIGATION CATEGORY 1-6:** Salaries & Benefit Obligations
- **OBLIGATION CATEGORY 1-7:** Disposition & Development Agreements (DDAs), Owner Participation Agreements (OPAs), Financial Assistance Agreements, and Related Obligations
- **OBLIGATION CATEGORY 1-8:** Contracts/Agreements Necessary for Continued Administration/Operation of the Agency

### OBLIGATION CATEGORY 2: LOANS/MONIES BORROWED BY THE AGENCY OTHER THAN BONDS

- **SERA Loan Repayment**

### OBLIGATION CATEGORY 3: COOPERATION & FINANCIAL AGREEMENTS BETWEEN RDA AND SPONSORING ENTITY

- **Project Management of Entitlements (Financial & Capital Projects)**

### OBLIGATION CATEGORY 4: SALARY & BENEFIT OBLIGATIONS

- **Successor Agency Administrative/Operational Costs**

### OBLIGATION CATEGORY 5: PASS-THROUGH PAYMENTS

- **Project Management of Entitlements (Financial & Capital Projects)**

### OBLIGATION CATEGORY 6: JUDGMENTS & SETTLEMENTS

### OBLIGATION CATEGORY 7: DISPOSITION & DEVELOPMENT AGREEMENTS (DDAs), OWNER PARTICIPATION AGREEMENTS (OPAs), FINANCIAL ASSISTANCE AGREEMENTS, AND RELATED OBLIGATIONS

- **Preparation of agency properties for disposition by Successor Agency - Appraisal Services**

### OBLIGATION CATEGORY 8: CONTRACTS/AGREEMENTS NECESSARY FOR CONTINUED ADMINISTRATION/OPERATION OF THE AGENCY

- **Weed Abatement Services for Successor Agency Assets/Properties**
<table>
<thead>
<tr>
<th>Item #</th>
<th>Project Name / Debt Obligation</th>
<th>Contract/Agreement Execution Date</th>
<th>Contract/Agreement Completion Date</th>
<th>Payee</th>
<th>Description/Project Scope</th>
<th>Project Area</th>
<th>Total Outstanding Debt or Obligation</th>
<th>Total Due During Fiscal Year 2012-13</th>
<th>LMIFH</th>
<th>Bond Proceeds</th>
<th>Reserve Balance</th>
<th>Admin Allowance</th>
<th>RPTIF</th>
<th>Other</th>
<th>Six-Month Total</th>
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<tbody>
<tr>
<td>8-2</td>
<td>Property Maintenance for Successor Agency Assets/Properties</td>
<td>Various</td>
<td>Various</td>
<td>Edison, Valley County Water, etc.</td>
<td>Water, Electricity, Maintenance, etc. for Successor Agency Assets/Properties</td>
<td>Industrial Project Area &amp; Low/Mod Housing Funds</td>
<td>63,434.59</td>
<td>23,494</td>
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<td>50,000</td>
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<td>8-3</td>
<td>Los Angeles Street Bridge Improvement (UNDER DISPUTE)</td>
<td>5/19/2011</td>
<td>Upon Project Completion</td>
<td>AECCM</td>
<td>Contract for Engineering and Environmental Services</td>
<td>Industrial Project Area</td>
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<td>210,000</td>
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<tr>
<td>8-4</td>
<td>Los Angeles Street Bridge Improvement (UNDER DISPUTE)</td>
<td>6/14/2006</td>
<td>Upon Project Completion</td>
<td>County of Los Angeles</td>
<td>Cooperative Agreement for construction costs and management</td>
<td>Industrial Project Area</td>
<td>225,000.00</td>
<td>225,000</td>
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<td>225,000</td>
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<td></td>
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<tr>
<td>8-5</td>
<td>Manning Pit</td>
<td>1/22/2009</td>
<td>Upon Project Completion</td>
<td>KFM</td>
<td>Contract for Remediation and Reclamation Services - Geotechnical</td>
<td>Industrial Project Area</td>
<td>822,231.00</td>
<td>319,455</td>
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<td>150,000</td>
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<tr>
<td>8-6</td>
<td>Manning Pit</td>
<td>Annual</td>
<td>Annual</td>
<td>SWRCB</td>
<td>Annual Permit Fee</td>
<td>Industrial Project Area</td>
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<td>3,040</td>
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<td>3,000</td>
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<tr>
<td>8-7</td>
<td>Manning Pit</td>
<td>10/26/2011</td>
<td>Upon Project Completion</td>
<td>Geologic Associates</td>
<td>As-needed contract - Construction oversight</td>
<td>Industrial Project Area</td>
<td>28,398.70</td>
<td>15,307</td>
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<td>5,000</td>
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<tr>
<td>8-8</td>
<td>Manning Pit</td>
<td>10/4/2011</td>
<td>Upon Project Completion</td>
<td>Concept Consulting Inc.</td>
<td>As-needed contract - Project Inspection (Fridays &amp; Weekends)</td>
<td>Industrial Project Area</td>
<td>139,909.11</td>
<td>10,430</td>
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<td>5,000</td>
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<td>8-9</td>
<td>Manning Pit</td>
<td>10/13/2010</td>
<td>Upon Project Completion</td>
<td>Kent Mcmillan</td>
<td>As-needed contract for Geology Services</td>
<td>Industrial Project Area</td>
<td>95,808.09</td>
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<td>8-10</td>
<td>Manning Pit</td>
<td>2/13/2003</td>
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<td>Aleshire &amp; Wynder, LLP</td>
<td>Legal services for Manning Pit reclamation</td>
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<td>8-11</td>
<td>Parcel Tax levy for CRA owned Parcel</td>
<td>Varies</td>
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<td>Live Oak Sewer Assmt District</td>
<td>Annual Assessments by County on Parcels in Live Oak Sewer Assessment District</td>
<td>Industrial Project Area</td>
<td>99,993.83</td>
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<td>CFD #1 Special Tax Levy</td>
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<td>Maximum Special Tax that may be levied in future years</td>
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<tr>
<td>ROPS III 1-9</td>
<td>Other Funding Source = City General Fund. Pursuant to debt documentation, the City of Irwindale made lease payments to the former redevelopment agency which funded the debt issuance. Debt service was then paid by the redevelopment agency with the agency funding 33% of the debt service for its share of the improvements funded through the debt proceeds for Community/Senior Center assisting lower income seniors.</td>
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<tr>
<td>ROPS III 7-6</td>
<td>Other Funding Source = Irwindale Housing Authority using LMIHF monies transferred from the Successor Agency to the Irwindale Housing Authority to fund the debt obligations over a 55-year covenant period. Transfer of $1,334,000 from the LMIHF to the Irwindale Housing Authority was approved by the Successor Agency and Oversight Board. Transfer was included in the Aug. 1, 2012 Housing Asset List Form submitted to DOF.</td>
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<tr>
<td>ROPS I 1-10</td>
<td>Other Funding Source = City General Fund. Pursuant to debt documentation, the City of Irwindale made lease payments to the former redevelopment agency which funded the debt issuance. Debt service was then paid by the redevelopment agency with the agency funding 33% of the debt service for its share of the improvements funded through the debt proceeds for Community/Senior Center assisting lower income seniors.</td>
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<td>ROPS I 4-2</td>
<td>Staff costs for time spent on projects that are enforceable obligations are listed in this line item. There are staff time costs in the amount of $10,500 included in this total for 2 projects that were previously rejected, and are now under dispute.</td>
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<tr>
<td>ROPS I 5-1 to 5-16</td>
<td>The Irwindale Successor Agency elected to defer payment of all Pass Through obligations until January 2013 after all amounts due are trued up.</td>
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<tr>
<td>ROPS I 5-17</td>
<td>The Irwindale Successor Agency elected to defer payment of all Pass Through obligations until January 2013 after all amounts due are trued up. However, we have listed here Pass Through amounts actually paid out to LA County for FY 2011-2012. The total actual amount listed includes $14,134.26 paid in January 2012, as well as $140,112.00 which was paid out in December 2011. We included the amount paid in December 2011 because it is considered a FY 2011-2012 pass-through obligation which should be covered by the RPTTF amount received from November 2011 to January 2012.</td>
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<td>ROPS I 5-18</td>
<td>The Irwindale Successor Agency elected to defer payment of all Pass Through obligations until January 2013 after all amounts due are trued up. However, we have listed here Pass Through amounts actually paid out to the LA County Consolidate Fire Protection District for FY 2011-2012. The total actual amount listed includes $1,439,880 paid from January through June 2012, as well as $719,220 which was paid in November 2011. We included the amount paid in November 2011 because it is considered a FY 2011-2012 pass-through obligation which should be covered by the RPTTF amount received from November 2011 to January 2012.</td>
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<td>ROPS I 7-8</td>
<td>Other Funding Source = Funding provided from deposits made by developer</td>
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<td>ROPS I 7-9</td>
<td>Other Funding Source = Funding provided from deposits made by developer</td>
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<td>EOPS1 to EOPS7</td>
<td>These lines items are for payments based on the EOPS approved as of Januaray 2012. Estimates as well as the actuals have been included, therefore the total estimates will equal the total estimates on the ROPS plus these EOPS items.</td>
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### Payroll & Benefits Allocation

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<th>Line</th>
<th>Project Name / Debt Obligation</th>
<th>Payee</th>
<th>Description/Project Scope</th>
<th>Project Area</th>
<th>Estimate</th>
<th>Actual</th>
<th>Line</th>
<th>Project Name / Debt Obligation</th>
<th>Payee</th>
<th>Description/Project Scope</th>
<th>Project Area</th>
<th>Estimate</th>
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<td>43</td>
<td>Payroll &amp; Benefits Allocation</td>
<td>City of Inlanda</td>
<td>Staff Costs for Successor Agency:</td>
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<td>Project Management of Enforceable Obligations - Capital Projects</td>
<td>City of Inlanda</td>
<td>Staff Costs for Project Management of Capital Enforceable Obligations</td>
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<td>Payroll Payments - Los Angeles County Schools</td>
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<td>Payroll Payments - Azusa Unified School District</td>
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<td>Payroll Payments - Citrus Community College District</td>
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<td>Payroll Payments - Covina Valley Unified School District</td>
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<td>Payroll Payments - Duarte Unified School District</td>
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<td>Payroll Payments - El Monte City School District</td>
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<td>Payroll Payments - El Monte Union High School District</td>
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<td>Payroll Payments - Los Angeles County Schools</td>
<td>City of Inlanda</td>
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<td>Payroll Payments - El Monte Union High School District</td>
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<td>Payroll Payments - Los Angeles County Schools</td>
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<td>Bond Proceeds</td>
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<td>7-1 Deposition Documentation, Title, and Escrow Services - Property Disposition by Successor Agency</td>
<td>Preparation of properties for disposition by Successor Agency - Disposition Documentation, Title, and Escrow Services</td>
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<td>7-2 Environmental Due Diligence, Review, and Documentation - Property Disposition by Successor Agency</td>
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<td>7-5 Jacquet Property Management / Lease Administration Services - Property Disposition by Successor Agency</td>
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<td>No Casitas Rent Subsidy - to be determined based upon recorded covenants, estimated amount for 55 years</td>
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<td>Legal services for contracted work for Materials Recovery Facility</td>
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<td>Contract for preparation of RIR for Materials Recovery Facility and Transfer Station</td>
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<td>Contract for PH 7 C &amp; R Removal - Housing Project</td>
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<td>7-12 Duran Property Remediation</td>
<td>Remediation Activities require LA County oversight</td>
<td>Low/Med Housing Fund</td>
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<td>8-1 Weed Abatement Services for Successor Agency Assets/Properties</td>
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<td>8-2 Property Maintenance for Successor Agency Assets/Properties</td>
<td>Water, Electrical, Maintenance, etc. for Successor Agency Assets/Properties</td>
<td>Industrial Project Area &amp; Low/Med Housing Funds</td>
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<td>Contract for Remediation and Reclamation Services - Geotechnical</td>
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<td>Parcel Tax levy for CRA owned Parcel</td>
<td>Live Oak Sewer Assessment District</td>
<td>Annual Assessments by County on Parcels in Live Oak Sewer Assessment District</td>
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<td>City of Irwindale</td>
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<td>Alshehri &amp; Wynder, LLP</td>
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<td>Contract for staffing &amp; consulting services</td>
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<td>City of Irwindale</td>
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<td>Tree repairs due to recent windstorm</td>
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<td>Annex/Live Oak Property</td>
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<td>Mayanes Housing Project</td>
<td>Rosemont</td>
<td>Contract for feasibility analysis - Housing Project</td>
<td>Low/Mod Housing Fund</td>
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<td>MAP Meeting Stipend for Agency Board</td>
<td>City of Irwindale</td>
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