

CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209



AMENDED

NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

JULY 12, 2023

SPECIAL MEETING – 5:45 P.M.
REGULAR MEETING - 6:30 P.M.

Please note
updated time

IRWINDALE CITY COUNCIL CHAMBER

Via Zoom Webinar at <https://us02web.zoom.us/j/87104592389>

Webinar ID: 871 0459 2389

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

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

Americans with Disabilities Act: In compliance with the ADA and Government Code section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can be found on the City's website: <https://www.irwindaleca.gov/DocumentCenter/View/8075/AB-2449-Reasonable-Accommodation-Policy>. If you need special assistance to participate in a City Council or Commission meeting or other services offered by this City, including an electronic or printed copy of the City's reasonable accommodation policy, please contact City Hall at (626) 430-2200. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service. **Note:** Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).

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



Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



SPECIAL MEETING– 5:45 P.M.

CALL TO ORDER

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

AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

SPONTANEOUS COMMUNICATIONS

Spontaneous communications are limited to the special meeting agenda items only.

RECESS TO CLOSED SESSION

1. Conference with Real Property Negotiator
Pursuant to California Government Code Section 54956.8
 - A) Property: 14905 Los Angeles Street, Irwindale CA
Agency negotiator: Julian Miranda, City Manager
Negotiating parties: Marianna Diaz
Under negotiation: Price and terms of payment
Note: This is a Housing Authority Item
 - B) Property: 16154 Arrow Highway (APNS 8417-029-024 and 025)
Agency negotiator: Marilyn Simpson, Community Development Director
Negotiating parties: Rudolfo A. Dominguez Trustee
Under negotiation: Price and terms of payment
2. Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

Name of Case: Five Points, LP vs. City of Irwindale
Case Number: 22STCV01394

RECONVENE IN OPEN SESSION

REPORT FROM CLOSED SESSION

ADJOURNMENT

***The special meeting agenda was amended on Monday, July 10, 2023 at 11:05 a.m. to update the start time for closed session**

OPEN SESSION – 6:30 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE – Led by Ed Quiñones

INVOCATION

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

CHANGES TO THE AGENDA

COUNCIL MEMBER TRAVEL REPORTS

COUNCILMEMBER COMMENTS

INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

Introduction of Irwindale Police Department CSO Jessica Ortiz

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

Irwindale Chamber of Commerce Business of the Month – Kearny Real Estate

Irwindale Chamber of Commerce – Outgoing President/CEO Nicole Shahrenian

Recognition of West Covina National Little League Participants

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.

1. Minutes
Department: Administration / City Clerk

None for approval

2. Warrants/Demands/Payroll
Department: Finance
Recommendation: Approve

3. Rejection of Claim: Kyle Taylor vs. City of Irwindale
Department: Administration

Recommendation: (1) Reject the claim of Kyle Taylor vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

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.

Any public member addressing the Board shall limit his or her address to three (3) minutes regarding the subject under discussion. If a member of the public wishes to donate their time to another speaker, both persons must be physically present and in attendance of the meeting. In no event shall any donations of time exceed six minutes of total speaking time per person on any one item. The Presiding Officer may, in his or her discretion, extend the 3-minute time limitation for the particular subject under discussion for all speakers. In no event shall the total amount of speaking time exceed 6 minutes per person for the subject under discussion. Organized group of persons wishing to address the Board on the same subject matter, should select a spokesperson to represent the group, so as to avoid unnecessary repetition. The City Council may regulate a speaker who is speaking too long, being unduly repetitious, or extending discussion of irrelevancies.

In the hybrid format, both in-person and hybrid audience members will participate in the following order:

Tier 1: In-person attendees

Tier 2: Teleconference attendees

Tier 3: In-person and teleconference attendees who have not previously provide comments on the matter(s) being discussed by the legislative body

NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

4. Verbal Update - Veterans Monument Project

5. Legislative Update

PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

6. Public Hearing for Irwindale Business Center Sewer and Street Lighting Maintenance Assessment Districts

Department: Finance

Recommendation: (1) Conduct a Public Hearing; and (2) **adopt Resolution No. 2023-58-3436** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2023-2024, BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024 FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE IRWINDALE BUSINESS CENTER"; and (3) **adopt Resolution No. 2023-59-3437** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2023-2024, BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024 FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE EXISTING IRWINDALE BUSINESS CENTER STREET LIGHTING MAINTENANCE DISTRICT".

7. The Applicant is requesting a Development Agreement for the conversion of an existing static billboard into a digital display billboard located at the intersection of the I-605 (Northbound) and I-210 (Eastbound) freeways. (APN: 8533-009-014)

Department: Community Development / Planning

Recommendation: That the City Council consider the Planning Commission's Resolution Nos. 813(22) recommending the City Council approve Development Agreement No. 01-2022 for the conversion of an existing static billboard into a digital display billboard located at the intersection of the I-605 (Northbound) and I-210 (Eastbound) freeways; and **introduce for first reading by title only with further reading waived Ordinance No. 771** approving DA No. 01-2022, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING DEVELOPMENT AGREEMENT NO. 01-2022 BETWEEN CITY OF IRWINDALE AND KBS HOLDCO LLC, DBA REGENCY OUTDOOR ADVERTISING, TO ALLOW FOR THE DIGITAL CONVERSION OF AN EXISTING STATIC BILLBOARD LOCATED AT THE INTERSECTION OF THE I-605 (NORTHBOUND) AND THE I-210 (EASTBOUND) FREEWAYS (APN: 8533-009-014) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO THE CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF; AND FINDING THE PROJECT EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT"

CITY MANAGER'S REPORT

REQUESTS BY COUNCILMEMBERS FOR FUTURE AGENDA ITEMS

ADJOURN

**SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY**

AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

CONSENT CALENDAR

8. Minutes

Department: Administration / City Clerk

None for approval

9. Warrants

Department: Finance

Recommendation: Approve

SPONTANEOUS COMMUNICATIONS

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

NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council and Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, to be held on July 12, 2023, be posted at the City Hall, Library, and Post Office on July 6, 2023.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
June 2023

CC Item 2

Payroll Batch DATE OF ISSUE 6/1/23	427-06-23, 428-06-23 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	52,545.79
	14 Finance Department	26,190.06
	35 Police Department	218,610.26
	40 Recreation Department	24,559.95
	41 Aquatics Department	9,589.08
	42 Senior Citizens' Center	14,651.46
	44 Library	14,873.98
	51 Planning & Community Development	31,846.29
	52 Public Works - Engineering	27,343.77
	57 Public Works - Services	52,188.32
	Gross Payroll	474,130.11
	Required Deductions	(134,178.40)
	Voluntary Deductions	(19,261.78)
	Net Payroll	320,689.93
Payroll Batch DATE OF ISSUE 6/15/23	410-06-23, 411-06-23, 412-06-23 DEPARTMENT	AMOUNT
	11 City Council	6,578.98
	13 City Administrative Office	52,884.39
	14 Finance Department	26,190.06
	35 Police Department	197,745.17
	40 Recreation Department	23,964.56
	41 Aquatics Department	10,371.21
	42 Senior Citizens' Center	15,366.61
	44 Library	13,526.83
	51 Planning & Community Development	31,838.73
	52 Public Works - Engineering	27,323.56
	57 Public Works - Services	55,110.18
	Gross Payroll	460,900.28
	Required Deductions	(127,385.01)
	Voluntary Deductions	(20,379.87)
	Net Payroll	313,135.40
Payroll Batch DATE OF ISSUE 6/19/23	417-06-23 DEPARTMENT	AMOUNT
	44 Library	380.60
	Gross Payroll	380.60
	Required Deductions	(37.50)
	Voluntary Deductions	-
	Net Payroll	343.10
Payroll Batch DATE OF ISSUE 6/29/23	424-06-23, 425-06-23 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	54,168.64
	14 Finance Department	26,280.36
	15 Summer Youth	5,456.01
	35 Police Department	192,387.79
	40 Recreation Department	25,424.90
	41 Aquatics Department	20,608.88
	42 Senior Citizens' Center	16,434.00
	44 Library	13,834.78
	51 Planning & Community Development	32,789.89
	52 Public Works - Engineering	27,524.88
	57 Public Works - Services	52,195.24
	Gross Payroll	468,836.52
	Required Deductions	(117,418.15)
	Voluntary Deductions	(19,678.89)
	Net Payroll	331,739.48

Electronic Payments

June 2023

June 1 - 30, 2023



Number	Vendor Name	Date	Amount
5922827	CJPIA Excess Pool	6/14/2023	17,851.56
5927447	CJPIA Excess Pool	6/15/2023	25,000.00
ACH	Bank of the West	6/28/2023	46,727.88
Report Total:			<u>89,579.44</u>

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 7/6/2023 1:25 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
80054	ACEVED	Valinda Acevedo	06/22/2023	75.00
80055	AMAYAL	Elizabeth Amaya	06/22/2023	38.65
80056	ANG01	Sara Angulo	06/22/2023	10.00
80057	ARZO01	Angelie Arzola	06/22/2023	269.65
80058	CINGULAR	AT & T Mobility	06/22/2023	1,753.33
80059	MIJACA	Balcon Holdings, Inc.	06/22/2023	184.00
80060	BELTRA	Eloise Beltran	06/22/2023	75.00
80061	CHARTE01	Charter Communications	06/22/2023	101.30
80062	CHICOR	Richard Chico	06/22/2023	46.00
80063	CHOU03	Lisa Chou	06/22/2023	100.00
80064	COLI01	Sheyla Collin	06/22/2023	108.56
80065	CONCE01	Concentra	06/22/2023	124.00
80066	DEPTOF02	County of LA Dept of Animal Care & Cont	06/22/2023	2,637.41
80067	CPG01	CPG Event Rentals LLC	06/22/2023	14,800.00
80068	PMIDEN	Delta Dental Insurance Company	06/22/2023	897.44
80069	ESPINO14	Joe Espinosa	06/22/2023	1,200.00
80070	FONSEC02	Lydia Fonseca	06/22/2023	300.00
80071	FRONT01	Frontier Communications	06/22/2023	14.80
80072	GAMEZ01	Pablo Gamez	06/22/2023	300.00
80073	GONZAL31	Angelica Gonzales	06/22/2023	75.00
80074	CHICO02	Andrea Hernandez	06/22/2023	75.00
80075	lher	Carol Hernandez	06/22/2023	75.00
80076	HERNA01	Inez Hernandez	06/22/2023	75.00
80077	HOMEDE	Home Depot Credit Services	06/22/2023	2,165.11
80078	MAD01	Mad Science of Orange County	06/22/2023	340.00
80079	MIRAN10	Julian Miranda	06/22/2023	241.89
80080	MIRAND21	September Miranda	06/22/2023	75.00
80081	OPTUM01	OptumRx, Inc.	06/22/2023	56,405.65
80082	ORDA01	Regina Ordas	06/22/2023	75.00
80083	ORTIMA	Manuel Ortiz	06/22/2023	75.00
80084	QUINONES	Adam Quinones	06/22/2023	75.00
80085	RANCHO01	Rancho Duarte Florist	06/22/2023	321.93
80086	BUCK01	Cameron J Saylor	06/22/2023	2,254.61
80087	STANDA01	Standard Insurance Co. RV	06/22/2023	475.45
80088	STROBE03	Gary Strobehn	06/22/2023	75.00
80089	VELAZQ01	Olga Velazquez	06/22/2023	75.00
80090	VISION01	Vision Service Plan - (CA)	06/22/2023	1,892.10
80091	VISION01	Vision Service Plan - (CA)	06/22/2023	4,710.19
80092	WALT01	Walters Wholesale Electric Co.	06/22/2023	139.60
80093	WHISN01	Michael Byron Whisner	06/22/2023	350.00
80094	YANE01	Vanessa Yanez	06/22/2023	300.00
80095	ZEPE10	Amanda Zepeda	06/22/2023	200.00
80096	CALIFO56	California State Disbursement Unit	06/29/2023	604.15
80097	CALIFO57	California State Disbursement Unit	06/29/2023	143.07
80098	ICEA	Irwindale City Employee Assoc.	06/29/2023	1,188.00
80099	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	06/29/2023	297.00
80100	ATHENS01	Athens	06/29/2023	30,247.15

Check No	Vendor No	Vendor Name	Check Date	Check Amount
80101	NEST01	Blue Triton Brands, Inc.	06/29/2023	719.85
80102	BRIGHT02	Bright Stars Academy	06/29/2023	1,600.00
80103	BURROL08	Larry Burrola	06/29/2023	182.58
80104	CALIFO03	California JPIA	06/29/2023	15,041.00
80105	CALMAT10	Calmat Co	06/29/2023	20,991.27
80106	CASTRO06	Candice Castro	06/29/2023	640.00
80107	CONCE01	Concentra	06/29/2023	183.00
80108	PMIDEN01	Delta Dental of California	06/29/2023	12,734.28
80109	FRYMARK	Maricela Frymark	06/29/2023	138.47
80110	GALVAN02	Claudia Galvan	06/29/2023	720.00
80111	GAMEZ01	Pablo Gamez	06/29/2023	197.09
80112	HERNAN32	Joe Hernandez	06/29/2023	1,600.00
80113	HOMEDE	Home Depot Credit Services	06/29/2023	2,623.44
80114	HOYEN	Noelle Hoye	06/29/2023	910.00
80115	HULL01	Mary Hull	06/29/2023	219.89
80116	LEDEZMA	Erica Ledezma	06/29/2023	960.00
80117	LOPEZJ01	Jade Lopez	06/29/2023	190.17
80118	PADILLAM	Melissa Marez	06/29/2023	76.70
80119	MARINJ	Jose Marin Jr.	06/29/2023	400.00
80120	MART20	Sam A. Martinez	06/29/2023	400.00
80121	NATION23	National Union Fire Insurance	06/29/2023	687.45
80122	ORTIZH	H. Manuel Ortiz	06/29/2023	1,205.26
80123	PART01	Party Pronto, Inc	06/29/2023	1,201.00
80124	PONCE04	Delicia Ponce	06/29/2023	80.41
80125	RIOS06	Jimmy Rios	06/29/2023	374.23
80126	SARINA	Albert Sarinana	06/29/2023	122.23
80127	SOUTHE04	Southern CA Assoc Of Governmts	06/29/2023	271.00
80128	SPEC01	Special Needs Coffee, LLC	06/29/2023	300.00
80129	STANDA03	Standard Insurance Company	06/29/2023	2,470.49
80130	STROBE01	Doniell Strobehn	06/29/2023	175.19
80131	STROBE03	Gary Strobehn	06/29/2023	369.00
80132	TOD01	Khalalah Todd	06/29/2023	3,000.00
80133	ZEPEDAF	Frank Zepeda	06/29/2023	306.51
80134	ACP01	Affordable Computer Products, Inc.	07/12/2023	1,163.30
80135	ALLCI01	All City Management Services, Inc	07/12/2023	745.68
80136	AMAZON1	Amazon Capital Services, Inc.	07/12/2023	98.92
80137	ARAM01	Aramark Uniform & Career Apparel Group	07/12/2023	71.38
80138	ARROW01	Arrow	07/12/2023	329.28
80139	AZBUS01	A-Z Bus Sales	07/12/2023	3,329.11
80140	AZUSAP01	Azusa Plumbing Supply	07/12/2023	152.72
80141	B&BTIR	B & B Tires Service	07/12/2023	210.00
80142	BAKER01	Baker & Taylor Books	07/12/2023	792.84
80143	BILLST	Bill's Truck Repair, Inc.	07/12/2023	818.18
80144	BRITEW	BriteWorks, Inc.	07/12/2023	55,310.42
80145	CALIBE02	Caliber Construction	07/12/2023	5,250.00
80146	CALRE01	CalRecycle	07/12/2023	3,284.26
80147	CINTAS	Cintas Corporation #693	07/12/2023	295.10
80148	CIVIC02	CivicPlus, LLC	07/12/2023	225.00
80149	COUN01	Counts Unlimited, Inc.	07/12/2023	500.00
80150	DEPTOF02	County of LA Dept of Animal Care & Cont	07/12/2023	2,613.85
80151	COUNTY04	County of Los Angeles	07/12/2023	22,320.45
80152	COUNTY13	Dept of Auditor-Controller County of Los A	07/12/2023	1,031.67
80153	CPRSCA	CPRS Park & Recreation	07/12/2023	570.00
80154	CRAFT01	Craftwater Engineering, Inc.	07/12/2023	10,792.00
80155	CWA01	CWA AIA, Inc	07/12/2023	6,875.00
80156	DELONG	DeLong Unlimited	07/12/2023	1,273.37
80157	DEMCOI	Demco, Inc.	07/12/2023	342.98

Check No	Vendor No	Vendor Name	Check Date	Check Amount
80158	ENVIRO05	Environmental Science Associates (ESA)	07/12/2023	13,602.50
80159	FEDEX	FedEx	07/12/2023	16.04
80160	FOOTH01	Foothill Communications, Inc.	07/12/2023	3,194.16
80161	GEOLOG	Geologic Associates	07/12/2023	30,300.24
80162	1Glendor	Glendora Chevrolet	07/12/2023	856.23
80163	HASA01	Hasa Inc.	07/12/2023	1,597.28
80164	HDL01	Hdl Software, LLC	07/12/2023	11,236.31
80165	HINDER	Hinderliter, De Llamas & Assoc	07/12/2023	300.00
80166	IMAGE02	Image Sales, Inc.	07/12/2023	1,000.00
80167	INTELL01	Intelli-tech, Inc.	07/12/2023	16,033.01
80168	ITERIS	Iteris, Inc.	07/12/2023	8,940.00
80169	JCSPLU	JC's Plumbing & Backflow Svc	07/12/2023	200.00
80170	KAESER	Kaeser & Blair	07/12/2023	1,005.75
80171	KJSERV01	KJ Services Enviromental Consulting LLC	07/12/2023	1,472.35
80172	LANCES	Lance, Soll & Lunghard LLP	07/12/2023	12,655.00
80173	LANDSC	Landscape Warehouse III Inc.	07/12/2023	1,035.74
80174	MIDAS	Manuel C Muratalla	07/12/2023	1,403.48
80175	CALIBE01	Lawrence E. Marino	07/12/2023	1,567.00
80176	MARIPO	Mariposa Landscapes, Inc.	07/12/2023	2,624.00
80177	MARXBR	Marx Bros Fire Extinguisher Co	07/12/2023	2,290.04
80178	MATA02	Francisco Mata	07/12/2023	4,547.81
80179	MOUNT01	MNRO Holdings, LLC	07/12/2023	1,115.03
80180	NATION25	National Auto Fleet Group	07/12/2023	48,741.81
80181	OFFICE03	Office Depot	07/12/2023	6,492.62
80182	ORKINP	Orkin Pest Control	07/12/2023	220.99
80183	PLACE01	PlaceWorks, Inc.	07/12/2023	75,441.66
80184	PROPRINT	Pro Printing, Inc.	07/12/2023	647.83
80185	RICOH01	Ricoh USA, Inc	07/12/2023	1,686.17
80186	RIOHON01	Rio Hondo College	07/12/2023	300.00
80187	ROADLI	Roadline Products Inc. USA	07/12/2023	96.66
80188	ROSENO	Rosenow Spevacek Group Inc	07/12/2023	693.75
80189	SESMIT01	S.E. Smith & Sons, Inc.	07/12/2023	1,522.21
80190	SANG10	San Gabriel Valley Economic Partnership	07/12/2023	750.00
80191	SOUTH09	Southern Computer Warehouse Inc,	07/12/2023	675.98
80192	SWANK01	Swank Motion Pictures, Inc.	07/12/2023	480.00
80193	UNITED15	United Refrigeration Inc	07/12/2023	8.33
80194	UNITED11	United Site Services of CA Inc	07/12/2023	484.23
80195	VORTEX	Vortex Industries	07/12/2023	712.80
80196	WESTCO05	West Coast Arborists, Inc.	07/12/2023	24,147.90
80197	HDSUP01	WHITE CAP, L.P.	07/12/2023	59.51
80198	WILLDAN	Willdan Financial Services	07/12/2023	6,090.00
80199	YTIRES	Y Tire Sales	07/12/2023	1,978.78
80200	MIJACA	Balcon Holdings, Inc.	07/12/2023	138.00
80201	JOEAGO	Joe A. Gonsalves & Son	07/12/2023	2,375.00
80202	RICOH02	Ricoh USA, Inc	07/12/2023	1,673.13
80203	STERIC01	Stericycle, Inc.	07/12/2023	95.37
80204	UNITED11	United Site Services of CA Inc	07/12/2023	105.27
Report Total (151 checks):				608,157.03

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

City of
IRWINDALE
AGENDA REPORT

CC Item 3

Date: July 12, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Rejection of Claim: Kyle Taylor vs. City of Irwindale.

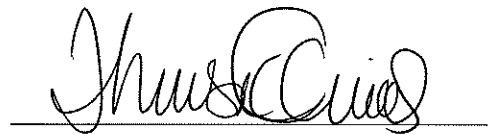
City Manager's Recommendation:

Staff recommends City Council (1) Reject the claim of Kyle Taylor vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

Administrative Action:

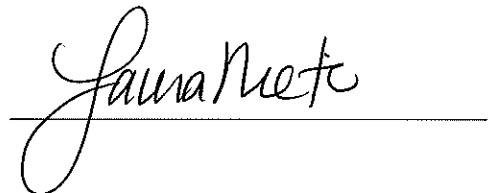
Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian R. Guerra, City Attorney

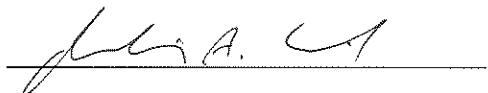
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On June 21, 2023, the City received a claim for damages from claimant Kyle Taylor. Claimant Taylor alleges that while traveling west on Live Oak Avenue, his vehicle made contact with a street sign that was protruding into the street. This contact caused multiple scratches, dents, and gouges in the driver side wheels, and cuts in the driver side tires and mud flap.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim. Their recommendation is made on the basis that drivers have the duty to be vigilant at all times when operating a motor vehicle and their investigation determined that the claimant drove his vehicle into a fixed object that he should have been seen ahead of time. Accordingly, staff is recommending that the City Council reject the claim and direct staff to send a standard letter of rejection. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None.

Attachment:

Recommendation for Rejection
Claim for Damages received June 21, 2023



CARL WARREN & COMPANY
Claims Management and Solutions

A  **VENBROOK** Company

6/28/2023

TO: City of Irwindale

ATTENTION: Laura Nieto

RE: Claim : Kyle Taylor V. City of Irwindale
Claimant : Kyle Taylor
Member : City of Irwindale
Date Rec'd by Mbr : 06-21-2023
Date of Event : 06-01-2023
CW File Number : 3048039

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION:** Send a standard rejection letter to the claimant.

Please include a proof of mailing with your rejection notice to the claimant. Please provide us with a copy of the Notice of Rejection and copy of Proof of Mailing. If you have any questions, feel free to contact the assigned adjuster or the undersigned claims specialist.

Very truly yours,

Janice Baluyut

Janice Baluyut
Claims Examiner
Carl Warren & Company, LLC | A Venbrook Company
Direct: 657.622.4326
Email: JBaluyut@CarlWarren.com

PO Box 2411, Tustin, CA 92781
T: 657-622-4200 | F: 866-254-4423 | www.carlwarren.com
CA License #2607296

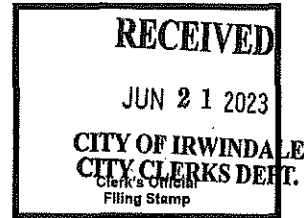


CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than 6 months after the occurrence.
2. Claims for damages to real property must be filed not later than 1 year after occurrence.
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets if necessary to give full details. Sign each sheet.
7. File with City Clerk, 6060 N. Irwindale Ave., Irwindale, CA 91706



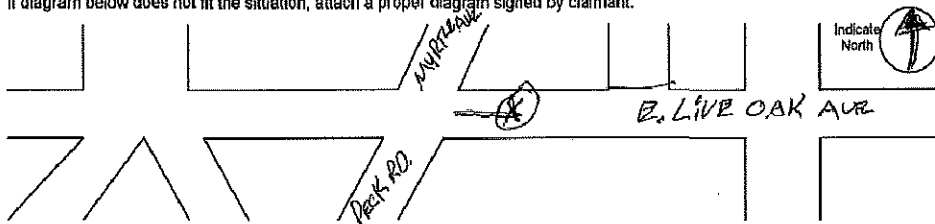
To: City of Irwindale		Claimant's Date of Birth [REDACTED]
Name of Claimant KYLE TAYLOR		Claimant's Occupation BUILDING MAINTENANCE
Home Address of Claimant [REDACTED]		Home Telephone Number [REDACTED]
Business Address of Claimant [REDACTED]		Business Telephone Number [REDACTED]
Name and address to which you desire notices or communications to be sent regarding this claim: KYLE TAYLOR [REDACTED]		
When did DAMAGE or INJURY occur? Date: 6/01/23 Time: 6:35 AM If claim is for Equitable Indemnity, give date claimant served with complaint:	Names of any City employees involved in INJURY or DAMAGE N/A	
Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks: WEST BOUND LIVE OAK LEFT TURN LANE JUST EAST OF PECK RD AND LIVE OAK INTERSECTION.		
Describe in detail how the DAMAGE or INJURY occurred. WHILE TRAVELING WEST ON LIVE OAK IN THE NUMBER 1 LANE HEADING TOWARD THE INTERSECTION AND LEFT TURN LANE POCKET A CAR IN THE NUMBER 2 LANE STARTED MOVING INTO MY LANE FORCING ME TO MOVE SLIGHTLY LEFT IN MY LANE FORCING ME TO MAKE CONTACT WITH THE STREET SIGN PERTRUDING INTO THE STREET. IT WAS A CITY INSTALLED STREET SIGN THAT HAD BEEN FLATTENED OUT AND STICKING OUT INTO TRAFFIC. I WAS ALSO INFORMED WHEN I CALLED THE POLICE DEPARTMENT NON EMERGENCY LINE TO REPORT THE ISSUE I COULD OR AND SHOULD FILE A CLAIM. CALL LOG # 23-07570		
Why do you claim the City of Irwindale is responsible? DAMAGED SIGN WAS REMOVED AND REPLACED THAT MORNING AFTER.		
What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed. THERE ARE MULTIPLE SCRATCHES AND DENTS ALONG WITH GOUGES IN BOTH LEFT DRIVER SIDE WHEELS AND CUTS IN BOTH OF THE LEFT SIDE TIRES AND MUD FLAP. PICTURES ATTACHED.		

Claimant's Name: <u>KYLE TAYLOR</u>		
State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation. <u>\$4,878.08 THIS IS THE ESTIMATE THAT WAS PRESENTED TO ME BY FOOTHILL AUTO BODY IN RANCHO CUCAMONGA, CA COVERING THE DAMAGES RESULTING FROM THIS INCIDENT.</u>		
Give estimated amount of future losses due to INJURY or DAMAGE: <u>N/A</u>		
Was damage and/or injury investigated by the police? <u>YES</u> If yes, what City? <u>IRVINDALE</u> ^{CALL} <u>664-23-0770</u>		
Were paramedics or ambulance called? <u>NO</u> If yes, name City or ambulance <u>N/A</u>		
If injured, give name and address of your doctor and the date and time of your first visit: <u>N/A</u>		
Doctors and Hospitals:		
Doctor _____	Address _____	Date Hospitalized _____
Hospital _____	Address _____	Date Hospitalized _____
Hospital _____	Address _____	Date Hospitalized _____
Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:		
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

READ CAREFULLY

For all accident claims, indicate on the diagram street names, including North, East, South, and West. Indicate place of accident with an "X". Indicate house numbers or distances to street corners.

If a City vehicle was involved, designate with an "A" the location of the City vehicle when you first saw it, and with "B" the location of yourself or your vehicle when you first saw the City vehicle. Indicate location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1". Mark the point of impact with an "X". Note: If diagram below does not fit the situation, attach a proper diagram signed by claimant.



Signature of Claimant (if other than claimant, indicate relationship) <u>Kyle Taylor</u>	Typed Name <u>KYLE TAYLOR</u>	Date <u>6/20/23</u>
---	----------------------------------	------------------------

Note: Claims must be filed with the City Clerk. Presentation of a false claim is a felony (Penal Code Section 72)



FOOTHILL AUTO BODY
Family Owned Since 1976
9777 FOOTHILL BLVD, RANCHO CUCAMONGA, CA
91730
Phone: (909) 987-4609

Workfile ID: 8160cbda
PartsShare: 7p2NKL
Federal ID: 01-0550674
State ID: 212-8802-2
Federal EPA: AF228212
State EPA: CAD981979685
BAR: AF228212

Preliminary Estimate

Customer: STEPHEN, TAYLOR

Job Number:

Written By: Carlos Gonzalez

Insured: STEPHEN, TAYLOR
Type of Loss:
Point of Impact: 09 Left T-Bone (Left Side)

Policy #:
Date of Loss:
Claim #:
Days to Repair: 0

Owner:
STEPHEN, TAYLOR

Inspection Location:
FOOTHILL AUTO BODY
9777 FOOTHILL BLVD
RANCHO CUCAMONGA, CA 91730
Repair Facility
(909) 987-4609 Business

Insurance Company:
CUSTOMER PAY

VEHICLE

2009 HOND Accord Sedan EX Automatic PZEV 4D SED 4-2.4L Gasoline MPFI SILVER

VIN: 1HGCP26769A078459	Interior Color:	Mileage In: 194,857	Vehicle Out:
License: 8WZN872	Exterior Color: SILVER	Mileage Out:	
State: CA	Production Date: 12/2008	Condition: Good	Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat

DECOR

Dual Mirrors

Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel

RADIO

AM Radio

FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
CD Changer/Stacker

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags

ROOF

Electric Glass Sunroof

SEATS

Cloth Seats
Bucket Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
Power Trunk/Liftgate

Preliminary Estimate

Customer: STEPHEN, TAYLOR

Job Number:

2009 HOND Accord Sedan EX Automatic PZEV 4D SED 4-2.4L Gasoline MPFI SILVER

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER					
2	Repl	Mud guard front only	08P08TA0100R1	1	58.00	0.2	
3		FRONT BUMPER					
4		O/H bumper assy				1.7	
5	**	Repl RECOND Bumper cover w/o fog lamps	04711TA0A902Z	1	<u>220.00</u>	Incl.	2.8
6		Add for Clear Coat					1.1
7		FRONT DOOR					
8	x	Rpr LT Outer panel (HSS)				10.0	2.0
9		Add for Clear Coat					0.6
10		R&I LT Belt molding				0.3	
11		R&I LT R&I mirror				0.3	
12		R&I LT Handle, outside chrome				0.4	
13		R&I LT R&I trim panel				0.3	
14		REAR DOOR					
15	*	Rpr LT Outer panel (HSS)				1.0	2.0
16		Overlap Major Adj. Panel					-0.4
17		Add for Clear Coat					0.3
18		R&I LT Belt molding				0.3	
19		R&I LT Handle, outside chrome				0.4	
20		R&I LT R&I trim panel				0.3	
21		REAR BUMPER					
22		O/H bumper assy				1.1	
23	*	Rpr Bumper cover 2.4L				4.0	3.2
24		Add for Clear Coat					1.3
25		WHEELS					
26	open **	Repl RECOND ST/Rear Wheel, alloy dealer installed 19"	08W18TA0101	1	<u>289.00</u> m	0.3	
27	**	Repl RECOND ST/Front Wheel, alloy dealer installed 19"	08W18TA0101A	1	<u>289.00</u> m	0.3	
28		TIRES					
29	*	Repl ATLANTER 235/40 ZR 19 96W XL	GE05137	1	<u>140.00</u>	0.3	
30	*	Repl ATLANTER 235/40 ZR 19 96W XL	GE05137	1	<u>140.00</u>	0.3	
31		FRONT SUSPENSION					
32		Repl Wheel alignment & Ign four wheels		1	m	1.9	M
33	#	Repl Cover Car to Prevent Overspray		1	5.00 X	0.3	
34	#	Subl Hazardous Waste Disposal		1	3.50 X		
35	#	Repl fex		1	7.00		
36	#	Tint Color		1		1.0	
SUBTOTALS					1,151.50	24.7	13.1

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Preliminary Estimate

Customer: **STEPHEN, TAYLOR**

Job Number:

2009 HOND Accord Sedan EX Automatic PZEV 4D SED 4-2,4L Gasoline MPFI SILVER

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,143.00
Body Labor	22.8 hrs @	\$ 72.00 /hr	1,641.60
Paint Labor	13.1 hrs @	\$ 72.00 /hr	943.20
Mechanical Labor	1.9 hrs @	\$ 168.00 /hr	319.20
Paint Supplies	13.1 hrs @	\$ 52.00 /hr	681.20
Miscellaneous			8.50
Subtotal			4,736.70
Sales Tax	\$ 1,824.20 @	7.7500 %	141.38
Grand Total			4,878.08

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT INFORMATION TO OBTAIN OR AMEND INSURANCE COVERAGE OR TO MAKE A CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

""CURE TIME"" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE

Preliminary Estimate

Customer: STEPHEN, TAYLOR

Job Number:

2009 HOND Accord Sedan EX Automatic PZEV 4D SED 4-2.4L Gasoline MPFI SILVER

MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARG4443, CCC Data Date 06/09/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

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Preliminary Estimate

Customer: STEPHEN, TAYLOR

Job Number:

2009 HOND Accord Sedan EX Automatic PZEV 4D SED 4-2.4L Gasoline MPFI SILVER

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR
CRASH ESTIMATING GUIDE:

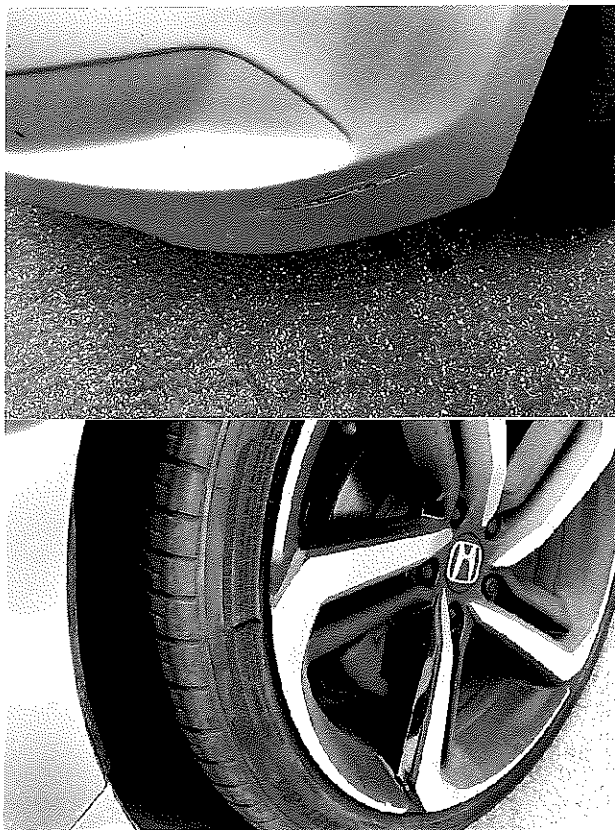
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway
Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

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

City of
IRWINDALE
AGENDA REPORT

CC Item 6

Date: July 12, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Public Hearing for Irwindale Business Center Sewer and Street Lighting
Maintenance Assessment Districts

City Manager's Recommendation:

That the City Council:

- 1) Conduct a Public Hearing; and
- 2) Adopt Resolution No. 2023-58-3436 entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2023-2024, BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024 FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE IRWINDALE BUSINESS CENTER; and**
- 3) Adopt Resolution No. 2023-59-3437 entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2023-2024 BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024 FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE EXISTING IRWINDALE BUSINESS CENTER STREET LIGHTING MAINTENANCE DISTRICT**".

Administrative Action:

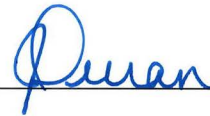
Submitted by:

Kambiz Borhani, Finance Director/City Treasurer
(626) 430-2222



Prepared by:

Jeanette Duran, Finance Manager



Reviewed by:

Adrian R. Guerra, City Attorney

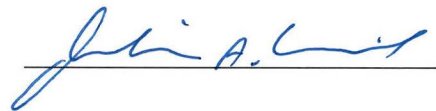
Electronically Approved

Kambiz Borhani, Finance Director/City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On or about June 28, 2001, in the Fiscal Year 2001-2002, the City Council of the City of Irwindale ("City Council") adopted the Sewer Maintenance District (Irwindale Business Center) and established a sewer maintenance charge for the Sewer Maintenance District for the manner of levying such charge and maximum amounts to be charged for the fiscal year pursuant to the Improvement Act of 1911 (Streets & Highways Code § 5000 et seq.) ("Act");

Furthermore, in Fiscal Year 2001-2002, the City of Irwindale ("City") formed the Street Lighting Maintenance District (Irwindale Business Center) Resolution Number 2001-42-1762, to generate revenue and finance the cost of providing maintenance for the existing public street lighting system within the Irwindale Business Center. The Irwindale Business Center is a 116-acre private industrial development and the improvements to be maintained within the Street Lighting Maintenance District are appurtenant thereto within and benefiting all assessable parcels of land within the Street Lighting Maintenance District.

In order to maintain the Sewer Assessment District and the Street Lighting Assessment District, both located within the Irwindale Business Center, (each, "Assessment District" and collectively, "Assessment Districts") and to establish the

charge rate for the Fiscal Year 2023-2024 assessments, the City retained a professional engineering consulting firm for the preparation of the Engineer's Report for each Assessment District. The Engineer's Report for the Irwindale Business Center Sanitation and Sewage System is prepared in accordance with the methodology stated in Section 5473 of the Health and Safety Code. The Engineer's Report for the Irwindale Business Center Street Lighting Maintenance District is prepared in accordance with the methodology stated in Article 4, Chapter 1, Part 2, Division 15 of the Streets and Highways Code, beginning with section 22565 et seq.

- 1) The proposed assessments will defray the City's costs in the administration of the Assessments Districts. The property owner will have an opportunity to address the City Council concerning the assessment district during the public hearing. Following the completion of the public hearing, the City Council will vote on the property assessments for the street lighting and sewer maintenance charges for fiscal year 2023-2024 and instruct the County Assessor's office for the collection through tax bills.
- 2) Copies of the two approved Engineer's Reports are included with the Resolution for each Assessment District.
 - a. The Sewer Maintenance District anticipated assessment Levy is \$1,503.07 per Benefit Unit for FY 2023/2024, which is based on the estimated cost of operations, maintenance, and future lift station replacement for that year.
 - b. The Street Lighting Maintenance District assessment to be levied is based upon each parcel within the boundaries of the District and the assessment was based solely on the benefit received from the street light maintenance. The Assessment per Benefit Unit is \$148.32.
- 3) The Public Hearing for the Irwindale Business Center Sewer Maintenance District and Irwindale Business Center Street Lighting Maintenance District have been duly noticed in accordance with applicable laws. Following the completion of the respective Public Hearing, it is recommended that the City Council adopt the corresponding resolutions.

Fiscal Impact:

All costs for the maintenance and administration of the two Assessment Districts are budgeted and accounted for in the City's Irwindale Business Center Assessment District Funds 44 and 45. There is no impact to General Fund expenditures, and there is nominal revenue reimbursed to the General Fund as administrative overhead for staff time allocated to the two assessment districts.

Attachments:

- Resolution No. 2023-58-3436
- Irwindale Business Center Sewer Maintenance District Engineer's Report
- Resolution No. 2023-59-3437
- Irwindale Business Center Street Lighting Maintenance District Engineer's Report

RESOLUTION NO. 2023-58-3436

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
FOR THE FISCAL YEAR 2023-2024, BEGINNING JULY 1, 2023 AND ENDING
JUNE 30, 2024 FOR MAINTENANCE, OPERATION, AND CAPITAL
REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS
WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE
IRWINDALE BUSINESS CENTER**

WHEREAS, on or about June 28, 2001, the City Council of the City of Irwindale ("City Council") established a sewer maintenance charge for the Irwindale Business Center for fiscal years 2001-2002, the manner of levying such charge and maximum amounts to be charged for the fiscal year; and

WHEREAS, on June 5, 2023, the City Council adopted Resolution 2023-49-3427, approving the Engineer's Report entitled "Sewer Maintenance Charge (Irwindale Business Center)" ("Engineer's Report") for Fiscal Year 2023-2024 regarding the sewer fees and charges (collectively "Sewer Maintenance Charge") and boundaries thereof, the work and the proposed amount and parcels within the boundaries subject to such Sewer Maintenance Charge, and in accordance with Section 4 of Article XIII D of the California Constitution ("Proposition 218") and Section 5473 of the Health and Safety Code, the City Council declared its intent to levy and collect Sewer Maintenance Charges for Fiscal Year 2023-2024 within the District, and set a time and place for a public hearing; and

WHEREAS, the City Council has duly considered each and every part of the Engineer's Report and now desires to approve and order the levy and collection of charges for the District.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE
DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

SECTION 1. The above recitals are true and correct, and incorporated herein by this reference.

SECTION 2. Following publication, as required by Section 5473.1 of the California Health and Safety Code, the City Council has held a hearing to hear and consider all objections or protests to the Engineer's Report. The City Council hereby finds and determines that protests have not been made by the owners of a majority of separate parcels of property described in the Engineer's Report.

SECTION 3. Pursuant to Section 5473.3 of the Health and Safety Code, the Engineer's Report filed with the City Clerk on June 5, 2023, is hereby approved and adopted and the Sewer Maintenance Charge is hereby determined and ordered to be the charges and fees for each legal parcel of land in the assessable parcels of land within the District for the Fiscal Year 2023-2024, for the maintenance of the City's sanitation and sewerage system within the District. The amount of the Sewer Maintenance Charge shall constitute a lien against the lots or parcels of land against which the Sewer Maintenance Charge has been imposed as provided in Section 5473.5 of the Health and Safety Code.

SECTION 4. As provided in Sections 5470 et seq. of the Health and Safety Code, the Director of Public Works/City Engineer and City Clerk are hereby authorized and directed to make the necessary filings for the City of Irwindale for Fiscal Year 2023-2024 concerning the Sewer Maintenance Charge as part of the property tax collection procedure. The Sewer Maintenance Charge shall be collected on the tax roll in the same manner, by the same person, and at the same time, as together with and not separately from, the general property taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties as the general property taxes.

SECTION 5. The City of Irwindale provides sewer services to the properties described in the Engineer's Report and the City will incur expenses for operation and maintenance of the System. The City Council does hereby determine that the public interest, convenience, and necessity require that the Sewer Maintenance Charge, as proposed, be imposed upon all real properties located within Tract No. 25436 and be collected by placing the same on the tax bills issued pursuant to rolls for collection. Passage of this Resolution shall constitute the imposition of the Sewer Maintenance Charge for the fiscal year referred to in the Engineer's Report.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and the Engineer's Report and forward a certified copy hereof to the Tax Collector and Auditor of the County of Los Angeles.

PASSED, APPROVED, AND ADOPTED, this 12th day of July 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-58-3436 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 12th day of July 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, MMC
Chief Deputy City Clerk



City of Irwindale

Sewer Maintenance District (Irwindale Business Center)

2023/2024 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: June 5, 2023

Public Hearing: July 12, 2023

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ENGINEER'S REPORT AFFIDAVIT
Establishment of Sewer Maintenance Charge for the:

Irwindale Business Center

City of Irwindale
Los Angeles County, State of California

This Report identifies the parcels within the District, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 23 day of May, 2023.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Irwindale

Chonney Gano
By: _____
Chonney Gano
Project Manager, District Administration Services



Tyrone
By: _____
Tyrone
P. E. # C 81888

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was filed with me on the ____ day of _____, 2023

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Irwindale, California, on the ____ day of _____, 2023.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

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I. Introduction

To establish a revenue source based on benefit to property for funding the maintenance of public sewer facilities in the 116-acre private development, Irwindale Business Center, the City Council directed the City Engineer to facilitate the formation of the Sewer Maintenance Charge (Irwindale Business Center) (the "District") under the Health and Safety Code ("H&SC"), Sections 5470 et. seq., entitled "Sanitation and Sewerage Systems" which provides a method for collecting funds for the maintenance of sewer facilities on the property tax bills. The funding supported the maintenance of a sewer system and a lift station and the future replacement of the lift station (estimated for the year 2026) in the area known as the Irwindale Business Center.

In Fiscal Year 2001/2002, the City Council of the City of Irwindale (the "City") established the Sewer Maintenance Charge (Irwindale Business Center). The noticing and balloting requirements and other applicable provisions of Article XIID of the California State Constitution were followed with respect to the formation of the Sewer Charge. It was determined that the sewer maintenance charge was a property-related charge and should be levied upon each parcel within the boundaries of the Irwindale Business Center. A maximum charge rate of \$829.38 per benefit unit ("BU") was established for Fiscal Year 2001/2002.

The rate imposed each year will be based on the estimated cost of operations, maintenance, and future lift station replacement for that year. For any year in which all other rates imposed under the Sewer Charge are adjusted by the change in the Consumer Price Index ("CPI"), the maximum rate will also be adjusted by the CPI.

Section 5473 of the H&SC requires this Engineer's Report ("Report") to be prepared and filed with the City Clerk each year for the purpose of establishing the charge rate. The charge rate for Fiscal Year 2023/2024 is presented herein in accordance with the methodology as set forth below.

Following approval of this Report, the City Council will hold a public hearing to provide an opportunity for any interested person to be heard. At the conclusion of the public hearing, the City Council may adopt a resolution confirming the levy of the charge as proposed or as modified.

II. Description of the Improvements

The City's existing sewer system facilities in the Irwindale Business Center include approximately 7,500 L.F. of 8" to 12" VCP gravity public sewer main and a sewer lift station, (3'-6" X 14", 1400 GPM, 75 HP dry well pumps and a 12,000 gallon wet well) built to capacity for the project.

III. Estimate of Cost

The cost of operation, maintenance, servicing of the improvements and the replacement of the lift station for Fiscal Year 2023/2024, as described above, are summarized herein and described as below.

SEWER MAINTENANCE COST ESTIMATE FOR FISCAL YEAR 2023/2024	
Beginning Fund Balances (07/01/2023)	
Lift Station Replacement Fund Balance	\$400,809
Total Beginning Fund Balances	\$400,809
Budget Items	
Annual Maintenance Cost (Sewer)	\$12,000
Annual Maintenance Cost (Lift Station)	10,000
Engineering & Administrative Services	20,980
District Administration	2,134
Public Notice Publication	620
Legal Fees	170
Maintenance & Administration Costs	\$45,904
Replace Lift Station / Bypass System ⁽¹⁾	\$120,305
Balance to Levy ⁽²⁾	\$166,209
Total BU	110.58
Levy per BU FY 2023/2024	\$1,503.07
Max Rate per BU FY 2023/2024	\$1,503.0798
Estimated Ending Fund Balances (06/30/2024)	
Lift Station Replacement Fund Balance ⁽¹⁾	\$521,114
Total Ending Fund Balances	\$521,114

(1) Annual cost for the replacement of the lift station at the end of its useful life estimated to occur in the year 2016. This cost was estimated to be \$750,000 in 2000. Due to increased equipment, material, and labor costs in 2007 the Los Angeles County Maintenance Division recommended a 30% increase to this estimate to a cost of replacement of \$975,000. In addition, in 2014 the Los Angeles County Maintenance Division recommended construction of a bypass system to allow for continuous operation while routine maintenance continues to be performed on the gravity sewer main. Furthermore, the replacement of the station sewer piping shall use stainless steel pipes instead of ductile iron pipes. This increased the cost from \$975,000 to \$1,325,000. The replacement of the gravity sewer main was scheduled to begin in Fiscal Year 2014/2015 and was estimated to be completed in 2-3 years. As such, the total amount to collect became \$1,325,000 - \$825,000 (Collected through Fiscal Year 2013/2014) = \$500,000 over the next 6 years starting Fiscal Year 2014/2015. Annual charge starting Fiscal Year 2014/2015 = \$500,000/6 years = \$83,333.33 per year. However, the City unexpectedly did emergency repair and replacement in Fiscal Year 2014/2015, as explained below, which depleted the funds. The City will continue to collect toward the Lift Station replacement to the maximum capacity allowed in order to replenish the fund.

(2) The net amount to be assessed upon assessable lands within the District being the total operating, maintaining, and servicing costs. Actual levy to the Los Angeles County will vary due to rounding.

IV. Method of Apportionment and Rate Calculator

The land use for all of the parcels within the boundaries of the Sewer Maintenance Charge area as the area fully develops will be industrial. It has been determined that the sewer maintenance charge is a property related charge, and that a charge based on parcel acreage is a reasonable method for apportioning the maintenance costs. The special

benefit will be expressed as a Benefit Unit ("BU"). For every parcel one benefit unit (1.00 BU) will be assigned per acre.

- Developed and undeveloped parcels will be assessed one (1) benefit unit per acre.
- Exempt from the assessment would be the areas of public streets, public easements and rights-of-ways. Also exempt from assessment would be utility rights-of-way, common areas, and sliver parcels not developable, as these parcels do not benefit from the improvements.

The sewer lift station located on parcel 8417-036-900, the storm water detention basin on parcel 8417-027-094 which later became parcel 8417-027-908 and the utility easement to Valley County Water District on parcel 8417-035-900 do not benefit from the sewer system, and are exempt from the maintenance charge.

Southern California Edison has purchased parcel 8417-036-002 which became 8417-036-800. This parcel is not exempt from the Sewer Maintenance Charge and is assessed as parcel 9014-800-001 (State Board of Equalization assigned parcel number or "SBE").

	Parcels	Acreage	Benefit Units
Developed and Undeveloped	23	110.58	110.58
Exempt	3	0.00	0.00
Total	26	110.58	110.58

The Fiscal Year 2023/2024 Sewer Maintenance Charge rate is calculated as follows:

The Maximum Allowable Assessment rate for Fiscal Year 2023/2024 is \$1,503.0798 The rate is calculated by adjusting the maximum rate established for Fiscal Year 2001-02 of \$829.38 per BU by the Consumer Price Index ("CPI") for All Items, All Urban Consumers for the Los Angeles-Long Beach-Anaheim, Area for the prior year (CPI April 2022 = 308.302, CPI April 2023 = 320.089, increase of 81.250% cumulatively).

Sewer Maintenance Total Costs: \$166,209

Sewer Maintenance Charge Rate Fiscal Year 2023/2024:

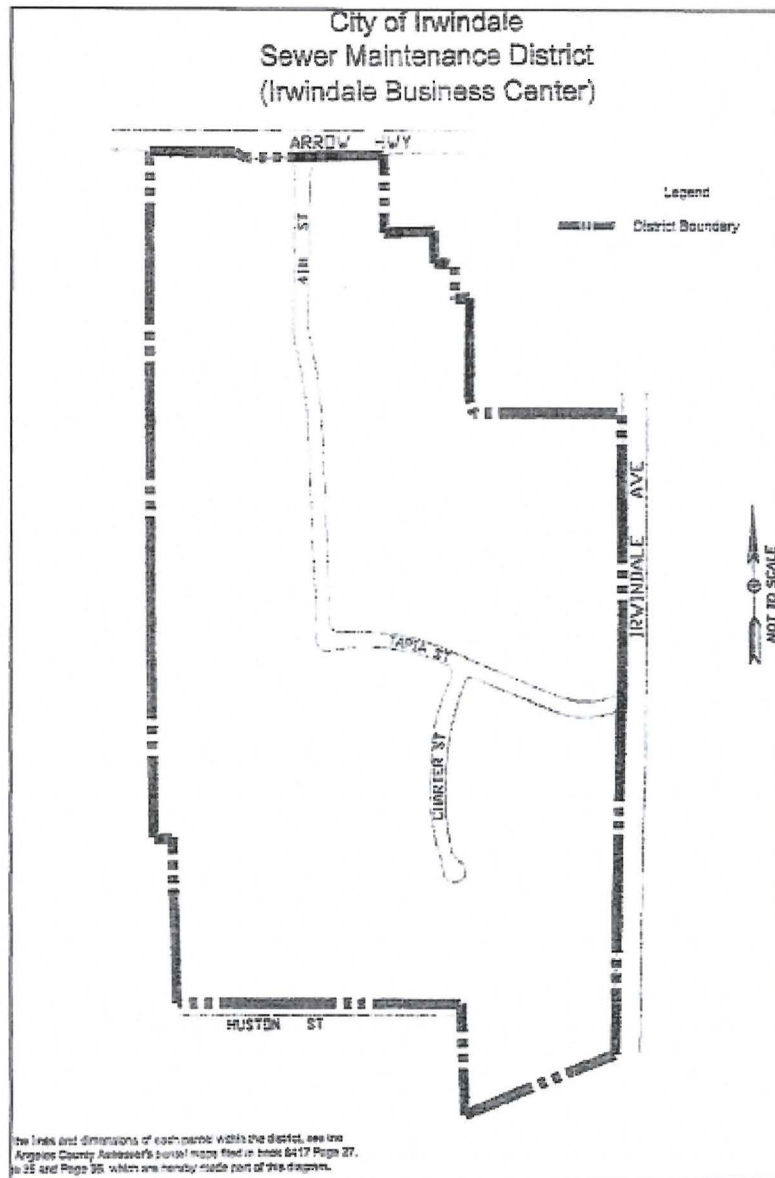
$\$166,209.48 \div 110.58 \text{ Total BU} = \$1,503.07/\text{BU}$

Maximum Sewer Maintenance Charge Rate: \$1,503.0798/BU

This maximum rate reflects the April 2023 to April 2023 CPI increase of 3.82% over last year's maximum rate of \$1,447.7748

V. District Assessment Diagram

The lines and dimensions of each lot or parcel within the Sewer Maintenance District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles, and are incorporated by reference herein and made part of this Report.



VI. 2023/2024 Assessment Roll

The proposed Fiscal Year 2023/2024 charges apportioned to each parcel, as shown on the latest roll of the Assessor's Office, are below. The description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are by reference made part of this Report.

City of Irwindale
Sewer Maintenance Charge (Irwindale Business Center)
Fiscal Year 2023/2024 Preliminary Assessment Roll

Assessor's Parcel Number	Situs	Address	Taxable Acreage	Benefit Unit Factor	EBU	Charge
8417-027-088	4775	IRWINDALE AVE	5.41	1.0	5.41	\$8,131.61
8417-027-089	15800	TAPIA ST	3.87	1.0	3.87	5,816.88
8417-027-090	4821	CHARTER ST	6.49	1.0	6.49	9,754.92
8417-027-091	4889	4TH ST	10.73	1.0	10.73	16,127.94
8417-027-092	4821	4TH ST	3.03	1.0	3.03	4,554.30
8417-027-093	4818	4TH ST	4.77	1.0	4.77	7,169.64
8417-035-006	5091	4TH ST	15.01	1.0	15.01	22,561.08
8417-035-007	4981	4TH ST	8.03	1.0	8.03	12,069.65
8417-035-008	4982	4TH ST	2.02	1.0	2.02	3,036.20
8417-035-009	5012	4TH ST	2.14	1.0	2.14	3,216.57
8417-035-010	5082	4TH ST	5.82	1.0	5.82	8,747.87
8417-035-011	5086	4TH ST	4.66	1.0	4.66	7,004.31
8417-035-012	15751	TAPIA ST	4.17	1.0	4.17	6,267.80
8417-035-013	15761	TAPIA ST	8.68	1.0	8.68	13,046.65
8417-035-014	5027	IRWINDALE AVE	1.79	1.0	1.79	2,690.50
8417-035-015	4981	IRWINDALE AVE	1.98	1.0	1.98	2,976.08
8417-035-024	15662	ARROW HWY	0.72	1.0	0.72	1,074.69
8417-035-028	15700	ARROW HWY	1.18	1.0	1.18	1,773.62
8417-035-029	15716	ARROW HWY	0.46	1.0	0.46	689.91
8417-035-034	15612	ARROW HWY	0.50	0.0	0.50	751.53
8417-035-035	15642	ARROW HWY	2.22	0.0	2.22	3,342.83
8417-036-001	4781	IRWINDALE AVE	9.92	1.0	9.92	14,913.46
8417-036-800 ⁽¹⁾	4777	IRWINDALE AVE	6.98	1.0	6.98	10,486.92
Total:			110.58		110.58	\$166,204.96
Parcel Count:						23

⁽¹⁾ Assessment for Southern California Edison's parcel was submitted under the company's SBE account 9014-800-001

RESOLUTION NO. 2023-59-3437

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
FOR THE FISCAL YEAR 2023-2024, BEGINNING JULY 1, 2023, AND ENDING JUNE
30, 2024, FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE
EXISTING IRWINDALE BUSINESS CENTER
STREET LIGHTING MAINTENANCE DISTRICT**

WHEREAS, on June 28, 2001, the City Council of the City of Irwindale (the "City Council") adopted its Resolution forming the Irwindale Street Lighting Maintenance District (the "District") and the levy and collection of assessments therein as set forth in an engineer's report adopted by the City Council and prepared for fiscal year 2001-2002; and

WHEREAS, the improvements to be maintained within the existing District are generally described as including, but not limited to, street lighting and facilities which are appurtenant thereto within and benefiting assessable parcels of land within the District; and

WHEREAS, on June 5, 2023, the City Council adopted Resolution 2023-50-3428 approving the Engineer's Report for Fiscal Year 2023-2024 ("Engineer's Report") and in accordance with Section 4 of Article XIII D of the California Constitution ("Proposition 218") and Article 4 of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act," and together with Proposition 218, collectively, the "Assessment Law"), the City Council declared its intent to levy and collect assessments for Fiscal Year 2023-2024 within the District, and set a time and place for a public hearing; and

WHEREAS, the City Council and the City Council has duly considered each and every part of the Engineer's Report and now desires to approve and order the levy and collection of assessments for the District.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE
DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. Following publication, in accordance with applicable law, the City Council has held a hearing to hear and consider all objections or protests to the Engineer's Report. The City Council hereby finds and determines that protests have not been made by the owners of a majority of separate parcels of property described in the Engineer's Report.

SECTION 3. The public interest and convenience require, and the City Council therefore orders the levy and collection of assessments within the District, generally described as including, but not limited to, street lighting and facilities which are appurtenant thereto within and benefiting assessable parcels of land within the District, for the fiscal year 2023-2024. As provided in the Act, the Director of Public Works/City Engineer and City Clerk are hereby authorized and directed to make the necessary filings for the City of Irwindale for Fiscal Year 2023-2024 concerning the Street and Lighting assessment as part of the property tax collection procedure. The Street and Lighting assessment shall be collected on the tax roll in the same manner, by the same person, and at the same time, as together with and not separately from, the general property taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties as the general property taxes.

SECTION 4. The District shall provide for the installation, construction or maintenance of any authorized improvements under the Act, including, but not limited to, street lighting and facilities which are appurtenant thereto. Reference is made to the Engineer's Report on file in the office of the Deputy City Clerk for a more detailed description of the work to be done, the amount of the proposed assessments and the method of assessment. All work proposed shall be done in accordance with the Act.

SECTION 5. The contemplated work, in the opinion of the City Council, is of special benefit to, and the City Council hereby makes the expense of said work chargeable upon, all the property within the District, which is more particularly described on a map on file in the office of the Deputy City Clerk, entitled "Irwindale Business Center Street Lighting and Maintenance District."

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and the Engineer's Report and forward a certified copy hereof to the Tax Collector and Auditor of the County of Los Angeles.

PASSED, APPROVED, AND ADOPTED this 12th day of July 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto,
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-59-3437 was duly passed and adopted at a regular meeting of the Irwindale City Council held on the 12th day of July 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto
Chief Deputy City Clerk



City of Irwindale

Street Lighting Maintenance District (Irwindale Business Center)

2023/2024 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: June 5, 2023
Public Hearing: July 12, 2023

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ENGINEER'S REPORT AFFIDAVIT
Establishment of Annual Assessments for the:
Street Lighting Maintenance District
(Irwindale Business Center)

City of Irwindale
Los Angeles County, State of California

This Report describes the Street Lighting Maintenance District including the improvements, budget, parcels and assessments to be levied for Fiscal Year 2023/2024, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 23 day of May, 2023.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Irwindale

By: Chonney Gano
Chonney Gano
Project Manager, District Administration Services



By: Tyrone Peter
Tyrone Peter
P. E. # C 81888

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was filed with me on the ____ day of _____, 2023.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Irwindale, California, on the ____ day of _____, 2023.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

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I. Introduction

This Engineer's Report ("Report") has been prepared pursuant to and in compliance with the requirements of Article 4, Chapter 1, of the Landscaping and Lighting Act of 1972 (the "1972 Act") which is Part 2, Division 15 of the California Streets and Highways Code and Article XIID of the Constitution of the State of California ("Article XIID"), in Fiscal Year 2001/2002, the City of Irwindale ("City") formed the Street Lighting Maintenance District (Irwindale Business Center) ("District") to generate revenue and finance the cost of providing maintenance for the existing public street lighting system within the Irwindale Business Center. The Irwindale Business Center is a 116-acre private industrial development and the improvements to be maintained within the District are appurtenant thereto within and benefiting all assessable parcels of land within the District.

Noticing and balloting requirements and other applicable provisions of Article XIID were followed with respect to the formation of the District. The assessment to be levied upon each parcel within the boundaries of the District and the assessment was based solely on the benefit received from street light maintenance. A maximum assessment rate of \$97.29 per Benefit Unit ("BU") was established for Fiscal Year 2001/2002. For any year in which all other rates imposed under the District are adjusted by the change in the Consumer Price Index, the maximum rate will also be adjusted by the Consumer Price Index.

II. Facilities Maintained by the District

A) Street Lighting

The public street lighting system within the proposed District boundaries is owned by the Southern California Edison Company and currently consists of 22 lights, as shown below:

No. of Lights	Size in Lumens	Type of Light
22	16,000	High Pressure Sodium Vapor Lamps

III. Plans and Specifications

A) Improvements Authorized by the 1972 Act

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.

- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "Maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.

- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

The improvements are the operation, maintenance, rehabilitation and servicing of lighting and appurtenant facilities. The facilities and improvements are described as follows:

B) Lighting and Appurtenant Facilities

Street lighting improvements include but are not limited to: poles, fixtures, bulbs, conduits, and conductors, equipment including guys, anchors, posts and pedestals, metering devices, and appurtenant facilities as required to provide safety lighting and traffic signals in public rights-of-way and dedicated easements within the boundaries of the District.

The public lighting system will be maintained to provide adequate illumination. Power for street lights will be furnished by the Southern California Edison Company, or such agency as determined by the City.

C) Operation

Operation includes, but is not limited to, the furnishing of personnel, electrical energy, materials, contracting services, administration, and other items and functions necessary for the satisfactory operation of the public lighting facilities and appurtenant facilities.

D) Maintenance

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the public lighting facilities and appurtenant facilities.

E) Rehabilitation

Rehabilitation means the repair, removal or replacement of all or part of any of the public lighting facilities or appurtenant facilities as required for their intended function.

F) Servicing

Servicing means the maintenance of any of the public lighting facilities or appurtenant facilities, and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities or appurtenant facilities.

The plans and specifications for the improvements are on file in the office of the City Engineer and are by reference herein made a part of this Report.

IV. Estimate of Cost

The cost of the operation, maintenance, rehabilitation, and servicing of the improvements for Fiscal Year 2023/2024, as described in Part III, are summarized herein and described below the table.

STREET LIGHTING MAINTENANCE COST ESTIMATE FOR FY 2023/2024	
REVENUE	
Beginning Fund Balance (7/01/2023) ⁽¹⁾	\$24,916
Assessments (FY 2023/2024) ⁽²⁾	16,100
Total Revenue	\$41,016
EXPENDITURES ⁽³⁾	
Utilities	
22 Street Lights (16,000 lumens)	
High Pressure Sodium Vapor Lamps	\$2,600
Energy Charge Per Lamp	2,200
Anticipated SCE rate (Increase in FY 2023/2024)	0
Reserve (Fund Balance is able to offset unexpected utility) ⁽⁴⁾	0
Assessment Engineering Services	2,134
District Administration	8,630
Legal Fees	170
LA County Assessor's – Admin Fee	56
Public Notice Publication	600
Total Expenditures	\$16,390
Estimated Fund Balance (6/30/2024)	\$24,916
Assessment per Benefit Unit	\$148.32
Maximum Assessment per Benefit Unit	\$176.3180
Max Rate Per BU FY 2023/2024	\$176.3180
Levy per BU FY 2023/2024	\$148.32
BU	110.51

Revenues

- (1) The amount of any surplus or deficit in the improvement fund to be carried over from a previous Fiscal Year.
- (2) The net amount to be assessed upon assessable lands within the District being the total operation, maintenance, and servicing costs. Actual levy to the County of Los Angeles will vary slightly due to rounding.

Expenditures

- (3) The total costs for improvements to be made for the year, being the total costs of operation, maintenance, and servicing all existing improvements, including all incidental expenses.
- (4) The expenditures may include a reserve that shall not exceed the estimated costs of maintenance and servicing to December 10 when the City expects to receive its apportionment of assessments from the Los Angeles County. For this Fiscal Year the reserve is not part of the assessment since the fund balance is enough to cover those costs.

V. Method of Apportionment of Assessment

A) General

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include operation, maintenance, rehabilitation, and servicing of street lights.

The 1972 Act requires that maintenance assessments be levied according to benefit rather than according to assessed value. Section 22573 provides that:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

In addition, Article XIID requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Article XIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits.

B) Proposition 218 Benefit Analysis

In conjunction with the provisions of the 1972 Act, Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2(d) defines District as follows:

“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;

Article XIID Section 2(i) defines Special benefit as follows:

“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

Article XIID Section 4(a) defines proportional special benefit assessments as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement,

or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

This District was formed to establish and provide for the improvements that enhance the presentation of the surrounding properties and developments. These improvements will directly benefit the parcels to be assessed within the District. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape and lighting improvements within the existing District as well as provide for the annual maintenance of those improvements, and the assessment revenues generated by District will be used solely for such purposes.

The costs of the proposed improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties will be assessed have been identified as an essential component and local amenity that provides a direct reflection and extension of the properties within the District which the property owners and residents have expressed a high level of support.

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape and lighting improvements within the District, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District. The various public improvements and the associated costs have been identified as either “general benefit” (not assessed) or “special benefit”.

C) Apportionment by Parcel Size

Acreage has been selected as the principal unit for calculating the special benefit conferred upon the parcels by the street lighting improvements and for apportioning the total assessment. The special benefit will be expressed as Benefit Unit (BU). Every parcel will be assigned one benefit unit (1.0 BU) per acre.

- **All developed and undeveloped parcels.** All parcels will be assessed one (1) benefit unit per acre.
- **Exempt.** Exempt from the assessment would be the areas of public streets, public easements and rights-of-ways. Also exempt from assessment would be utility rights-of-way, common areas, and sliver parcels not developable, as these parcels do not benefit from the improvements. The storm water detention basin on parcel 8417-027-094, which became 8417-027-908 and the utility easement to Valley County Water District on parcel 8417-035-900 do not benefit from the lighting system and are exempt from the lighting assessment.

Southern California Edison has purchased parcel 8417-036-002, which became 8417-036-800. This parcel is not exempt from the lighting assessment and is assessed as State Board of Equalization ("SBE") parcel 9014-800-001.

The sewer lift station located on parcel 8417-036-900 benefits: therefore, it is not exempt and is included in the lighting assessment.

A summary of Benefit Unit (BU) rates is shown in the table below:

<u>Land-Use Category</u>	<u>Basic Unit</u>	<u>BU Factor</u>	<u>BU Rates</u>
Exempt	0 acres X	0.0	= 0.0 BU/Acre
All other	1 acres X	1.0	= 1.0 BU/Acre

D) Special Benefit Determination

Street Lighting: Proper maintenance and operation of the street lighting system benefits all properties by enhancing overall safety, mitigating crime, alleviating the fear of crime, and promoting business and industry.

Street lighting provides special and direct benefit to all properties within the District as these lighting benefits are directly related to the positive enhancement of the area and therefore increase property desirability.

E) Assessment Rate Calculation

The Maximum Allowable Assessment rate for Fiscal Year 2023/2024 is \$176.3180. This rate is calculated by adjusting the maximum rate established for Fiscal Year 2001/2002 of \$97.2900 per Benefit Unit by the Consumer Price Index ("CPI") for All Items, All Urban Consumers for the Los Angeles-Long Beach-Anaheim Area. The maximum rate reflects the April 2022 to April 2023 CPI increase of 3.82% over the maximum rate of \$169.8304 for Fiscal Year 2022/2023.

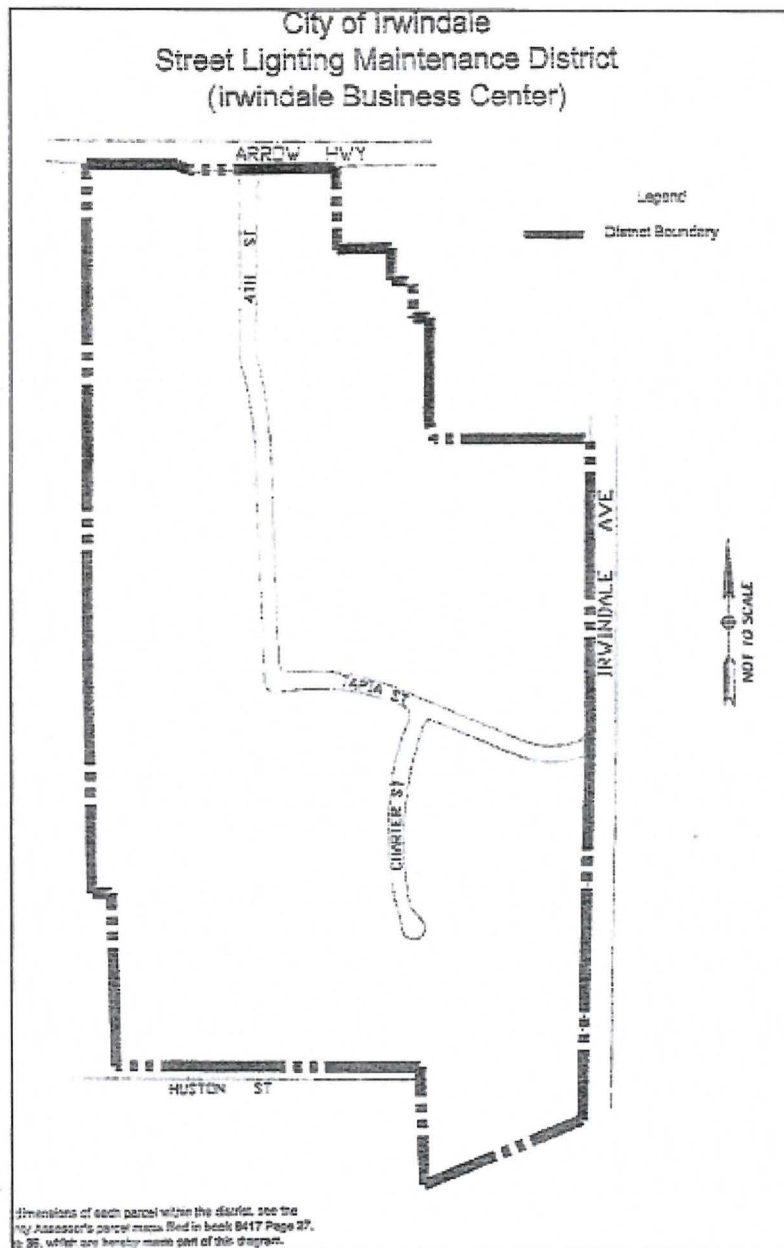
Land Use	Parcels	Acreage	Benefit Units
All Developed and Undeveloped	24	110.51	110.51
Exempt	2	0.00	0.00
Total:	26	110.51	110.51

As shown in the budget in section IV, the assessment rate for Fiscal Year 2023/2024 is \$148.32 per BU.

Each year, as the City maintains the existing street lighting improvements, the rate per BU will be calculated according to the current year's operations and maintenance budget.

VI. Boundary Map

The lines and dimensions of each lot or parcel within the Street Lighting Maintenance District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles, and are incorporated by reference herein and made part of this Report.



VII. Assessment Roll

The proposed Fiscal Year 2023/2024 charges apportioned to each parcel, as shown on the latest roll of the Assessor's Office, are below. The description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are by reference made part of this Report.

**City of Irwindale
Street Lighting and Maintenance District (Irwindale Business Center)
Fiscal Year 2023/2024
Preliminary Assessment Roll**

Assessor's Parcel Number	Situs	Address	Taxable Acreage	Benefit Unit Factor	EBU	Charge
8417-027-088	4775	IRWINDALE AVE	5.41	1.0	5.41	\$802.41
8417-027-089	15800	TAPIA ST	3.87	1.0	3.87	574.00
8417-027-090	4821	CHARTER ST	6.49	1.0	6.49	962.60
8417-027-091	4889	4TH ST	10.73	1.0	10.73	1,591.47
8417-027-092	4821	4TH ST	3.03	1.0	3.03	449.41
8417-027-093	4818	4TH ST	4.77	1.0	4.77	707.49
8417-035-006	5091	4TH ST	15.01	1.0	15.01	2,226.28
8417-035-007	4981	4TH ST	8.03	1.0	8.03	1,191.01
8417-035-008	4982	4TH ST	2.02	1.0	2.02	299.61
8417-035-009	5012	4TH ST	2.14	1.0	2.14	317.40
8417-035-010	5082	4TH ST	5.82	1.0	5.82	863.22
8417-035-011	5086	4TH ST	4.66	1.0	4.66	691.17
8417-035-012	15751	TAPIA ST	4.17	1.0	4.17	618.49
8417-035-013	15761	TAPIA ST	8.68	1.0	8.68	1,287.42
8417-035-014	5027	IRWINDALE AVE	1.79	1.0	1.79	265.49
8417-035-015	4981	IRWINDALE AVE	1.98	1.0	1.98	293.67
8417-035-024	15662	ARROW HWY	0.72	1.0	0.72	106.05
8417-035-028	15700	ARROW HWY	1.18	1.0	1.18	175.02
8417-035-029	15716	ARROW HWY	0.46	1.0	0.46	68.08
8417-035-034	15612	ARROW HWY	0.50	1.0	0.50	74.16
8417-035-035	15642	ARROW HWY	1.95	1.0	1.95	289.22
8417-036-001	4781	IRWINDALE AVE	9.92	1.0	9.92	1,471.63
8417-036-800 ⁽¹⁾	4777	IRWINDALE AVE	6.98	1.0	6.98	1,035.27
8417-036-900	NO	SITUS AVAILABLE	0.20	1.0	0.20	29.66
Total:			110.51		110.51	\$16,390.23
Parcel Count:						24

⁽¹⁾ Assessment for Southern California Edison's parcel is submitted under the company's SBE account 9014-800-001

Note: Totals may not foot and total Balance to Levy differs slightly from assessment roll due to rounding.

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

City of
IRWINDALE
AGENDA REPORT

Date: July 12, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: The Applicant is requesting a Development Agreement for the conversion of an existing static billboard into a digital display billboard located at the intersection of the I-605 (Northbound) and I-210 (Eastbound) freeways. (APN: 8533-009-014)

City Manager's Recommendation:

That the City Council consider the Planning Commission's Resolution No. 813(22), recommending the City Council approve Development Agreement (DA) No. 01-2022 for the conversion of an existing static billboard into a digital display billboard located at the intersection of the I-605 (Northbound) and I-210 (Eastbound) freeways; and

Introduce for first reading by title only with further reading waived:

Ordinance No. 771, approving DA No. 01-2022, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING DEVELOPMENT AGREEMENT NO. 01-2022 BETWEEN CITY OF IRWINDALE AND KBS HOLDCO LLC, DBA REGENCY OUTDOOR ADVERTISING, TO ALLOW FOR THE DIGITAL CONVERSION OF AN EXISTING STATIC BILLBOARD LOCATED AT THE INTERSECTION OF THE I-605 (NORTHBOUND) AND THE I-210 (EASTBOUND) FREEWAYS (APN: 8533-009-014) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO THE CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF; AND FINDING THE PROJECT EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT"

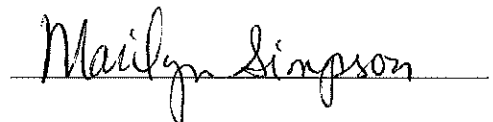
Administrative Actions:

Submitted by:

Marilyn Simpson, Community Development Director
(626) 430-2209

Prepared by:

Martin Romero, Planning Technician



Electronically Approved

Reviewed by:

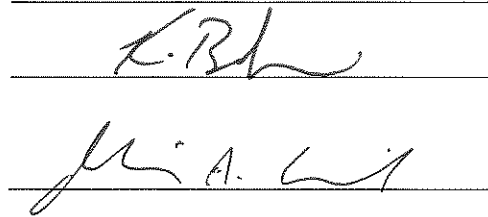
Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

The image shows two handwritten signatures on horizontal lines. The first signature is 'K. Borhani' and the second is 'J. A. Miranda'.

BACKGROUND AND ANALYSIS:

REQUEST

The Applicant, KBS Holdco LLC, is requesting approval of a Development Agreement to allow the conversion of a freeway-oriented static billboard into a digital display billboard along Interstate 210 (I-210) Freeway just east of the intersection with Interstate 605 (I-605) Freeway. Per Irwindale Municipal Code (IMC) section 17.72.030, the repair, replacement, or new installation of a static or digital billboard requires the approval of a Development Agreement with appropriate standards and public benefits to be negotiated with the City and complying with all other standards imposed by the IMC.

BACKGROUND

The site is located just south of the eastbound I-210 freeway, east of the intersection with the I-605 freeway, Assessor's Parcel Number 8533-009-014 ("Site"). The Site is currently occupied by two (2) existing static billboards sitting five-hundred feet (500 ft.) apart. KBS Holdco LLC, dba Regency Outdoor Advertising, the applicant, currently owns the Site and both billboards.

PLANNING COMMISSION REVIEW

On June 21, 2023, Development Agreement No. 01-2022 was presented to the the Planning Commission at the public hearing. The Planning Commission adopted Resolution No. 818(23) recommending that the City Council consider and adopt Ordinance No. 771, approving DA No.01-2022 with the following provisions:

1. Under section **2.7 Community Benefits** the following language be added to the section: " Developer shall also provide free of charge to City on a space-availbale basis, advertising space on the Landmark Message Center. Such advertising space shall only be made available for the use of City-related events or agencies, and shall be provided regardless of availability for emergency notifications at the discretion of the Irwindale Chief of Police."
2. Under **Exhibit B Scope of Development** section **6. Conditions of Approval** the following Condition be added: " All onsite equipment used in the operation of the digital display billboard shall be screened from sight and maintained for aesthetic and safety purposes."

GENERAL PLAN AND ZONING

The Site is designated in the General Plan as Industrial/Business Park and zoned M-2 (Heavy Manufacturing).

The proposed billboard area is surrounded by the following zones and uses:

Direction	Existing Land Use	Zoning District
North	I-210 Fwy	I-210 Fwy
South	Open Space	A-1, Agricultural
East	I-210 Fwy	I-210 Fwy
West	I-605 Fwy	I-605 Fwy

PROJECT DESCRIPTION/ANALYSIS

The Applicant is proposing to convert an existing static billboard consisting of two (2), 14'-0" x 48'-0" digital panels arranged in a parallel panel configuration having both the east-facing and west-facing panels abutting each other. The proposed Development Agreement (Exhibit A) allows the applicant to either keep the parallel panel configuration or to rearrange the panel configuration into a "V" shaped panel configuration. If structurally feasible, the digital billboard panels will be placed on the existing support structure, otherwise, the existing structure will be demolished and a new support structure will be installed. Any new support structure will not increase the height of the existing structure. The digital billboard will have a total height of 85 feet from the ground and will stand no more than 65 feet above the freeway grade, due to a grade difference.

Key provisions of the Development Agreement include the following:

1. *Annual Development Fee.* Developer will pay Seventy Thousand Dollars (\$70,000.00) to the City of Irwindale per year (representing \$35,000 per Digital Display).
2. *Community Benefit.* Developer will provide advertising space on the Digital Displays to the City free of charge on a space-available basis. Such advertising space shall only be made available for the use of City-related events or agencies, as well as emergency notifications to the public.
3. *Prohibited Use.* Developer will not utilize any of the displays on the Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, including, but not limited to, ads such as "Adult Con", vulgar or obscene images or language.
4. *Annual Review.* The City Council will have the right to review this Agreement annually at the Developer's sole cost, on or before the anniversary of the Term, to ascertain the good faith compliance by Developer with the terms of the Agreement ("Annual Review").

5. *Indemnification.* Developer will indemnify the City for any damages or claims related to its construction and operation of the subject billboard.

DEVELOPMENT STANDARDS COMPLIANCE

Pursuant to the Irwindale Municipal Code Section 17.72.050, the proposed digital billboard complies with all of the required development standards, including, but not limited to the following (Refer to Exhibit B for a description of all general billboard standards):

A. Sign Face Dimensions.

1. The area of the sign face shall not exceed 675 square feet, excluding border, trim, cutouts and other special advertising features or additions and base or apron supports and other structural members.
2. Cutouts and other special advertising features or additions to a sign face shall not exceed in area 10% of the total sign face dimensions.
3. Three-dimensional design elements shall not extend more than 5 feet beyond the front of the sign face or sign side.
4. Bidirectional or double-faced signs shall be located on the same structure. For parallel double-faced signs, the distance between sign faces shall not exceed 8 feet. For "V-shaped" double-faced signs, the distance between sign faces shall not exceed 45 feet at their widest point and shall not exceed 8 feet at their closest point.
5. Billboard identification signs shall have a minimum character height of two feet.

B. Structure Design. Each structure shall have no more than two poles, and shall be constructed of noncombustible material.

C. Height. The height shall not exceed 65 feet or, exclusive of cutouts or special additions, measured from the higher of either:

1. The finished grade of the roadway adjacent to the lot on which the structure is located and from which the advertising display is to be viewed;
or
2. the finished grade of the base of the sign.

D. Location. The location of billboards shall be restricted as follows:

1. Structures shall be located only in area immediately adjacent to the I-605 and I-210 freeways that is zoned for commercial, quarry or industrial uses.

2. Structures shall not be located on public property or rights-of-way. No portion of any sign or structure shall located on, project into, beneath, or above the public right-of-way.
3. Maintenance, repair and other related operations shall be operated completely upon the billboard site and shall not use or encroach on any public right-of-way.
4. Structures shall not be located within the setbacks that apply to the zone in which the structure is located.
5. Structures shall not be located within 5 feet of a building or other structure.
6. New billboards shall not be located within 2,500 feet of another billboard on the same side of the public right-of-way. Existing billboards may not be replaced unless they are outside of a minimum 500-foot buffer of another billboard. For purposes of this section, measurements shall be made from the centerline of the support structure if a single pole and from the angle of intersection if a perpendicular (V-shaped) sign. Development agreements for new billboard structures with digital displays may provide for a reduced buffer, but not less than 1,500 feet in due consideration of other public benefits provided in the development agreements, including, but not limited to, the concurrent takedown of existing static displays or digital displays within the city.
7. When the replacement of a static billboard results in the construction of a new digital display, the new billboard shall not be located within a 500-foot radius of any existing billboards (static or digital) on the same side of the public right-of-way. For purposes of this section, measurements shall be made from the centerline of the support structure if a single pole and from the angle of intersection if a perpendicular (V-shaped) sign.

DEVELOPMENT AGREEMENT FINDINGS

California Government Code section 65867.5 provides the following:

- (a) A development agreement is a legislative act that shall be approved by ordinance and is subject to referendum.
- (b) A development agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan.
- (c) A development agreement that includes a subdivision, as defined in Section 66473.7, shall not be approved unless the agreement provides that any tentative map prepared for the subdivision will comply with Section 66473.7.
- (d) Notwithstanding Section 65803, this section shall also apply to a charter city.

Accordingly, in order to approve the ordinance granting the development agreement, the City Council is required to find that the provisions of the development agreement are consistent with the Irwindale General Plan. Staff recommends that the City Council make this finding based on the following:

- The proposed digital billboard conversion per Development Agreement No. 01-2022 is consistent with the General Plan, including the General Plan Land Use and Economic Development policies in the Community Development Element. These policies provide for comprehensive land use planning to preserve the overall mix of land uses and development in the community, which includes digital billboards, and provides for the pursuit and promotion of economic development to provide revenue to the City.

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 Project is Categorically Exempt from the provisions of CEQA pursuant to Section 15303 (Class 3; New Construction or Conversion of Small Structures) and no further review is required. Also, the City has determined that this project will not have, either individually or cumulatively, an adverse impact on fish and wildlife resources.

Subject to approval of the project by the City Council based on a recommendation by the Planning Commission, a Notice of Exemption will be filed with the office of the Registrar-Recorder/County Clerk, County of Los Angeles.

FISCAL IMPACT

The Development Agreement application is deposit-based and therefore does not have a negative impact on the City's General Fund. An annual development fee has been made part of the agreement that will generate Seventy Thousand Dollars (\$70,000) to the City of Irwindale per year (representing \$35,000 per digital display).

ATTACHMENTS

Attachment A:	Development Agreement No. 01-2022
Attachment B:	Ordinance No. 771
Attachment C:	IMC Section 17.72.050, General (Billboard) Standards
Attachment D:	Site Plan, Elevations, and Photo Simulations
Attachment E:	Caltrans May 9, 2023 Conformance Letter
Attachment F:	City of Irwindale Planning Commission Staff Report with Resolution No. 818(23) and Ordinance No. 771, dated 6.21.23

Recording Requested by And When Recorded
Return To:
CITY OF IRWINDALE
5050 N. Irwindale Avenue
Irwindale, CA 91707
Attn: City Clerk

[Exempt from Recording Fee Per Gov. Code § 6103]

DEVELOPMENT AGREEMENT NO. 01-2022

This Development Agreement (the "Agreement") is entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the City of Irwindale, California municipal corporation (the "City"), and KBS Holdco, LLC, a California limited liability company dba Regency Outdoor Advertising (the "Developer").

RECITALS

A. California Government Code Sections 65864 *et seq.* ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development.

B. Developer is owner of the Out of Home Advertising Display, a lawfully permitted double-sided printed billboard ("Printed Billboard Structure") and real property, located adjacent to the 210 Freeway in the City of Irwindale, Assessor Parcel Number Numbers 8533-009-014, as more specifically described in **Exhibit A** and depicted at **Exhibit C**, attached hereto and incorporated herein (the "Site"), upon which it seeks to install a new lawfully permitted double-sided 14 x 48 or larger foot digital outdoor advertising billboard which is oriented toward the east and west bound 210 Freeway.

C. Pursuant to the terms of this Agreement, Developer seeks to replace the Printed Billboard Structure with one double-faced digital billboard (such digital billboard is referred to herein as the "Landmark Message Center"), having a Back to Back or V-shaped design with one face oriented towards westbound traffic and the other face oriented toward eastbound bound traffic off the 210 Freeway, using either the same billboard structure or a new billboard foundation and pole structure in generally the same location where the Printed Billboard Structure is currently located. The Landmark Message Center will have two faces, of approximately 14 feet by 48 feet, or approximately 672 square feet (each referred to individually herein as a "Digital Display Face"). The Landmark Message Center will be supported by a single post.

D. As owner of the Site, Developer has a legal and/or equitable interest in the Site and thus qualifies to enter into this Agreement in accordance with Development Agreement Law.

E. In exchange for the City approvals sought by Developer for installation of the Landmark Message Center as provided herein, Developer has offered to:

1. Pay to the City an annual Development Fee as defined and provided in Section 2.5 below, for the cost to the City to mitigate the impact of the installation of the Landmark Message Center; and

2. Provide advertising time on the Landmark Message Center on a space-available basis to the City for public service, civic causes, *or emergency notifications at the discretion of the Irwindale Chief of Police.*

F. The Site is zoned M-2 and designated by the General Plan land use map as Industrial/Business Park.

G. Developer and the City agree that a development agreement should be approved and adopted to memorialize the property expectations of the City and Developer, as more particularly described herein.

H. On June 21, 2023, at a duly noticed public hearing, the Planning Commission adopted Resolution No. 818(23), recommending approval of this Agreement including development of the Landmark Message Center as proposed in this Agreement, Ordinance No. 771 to the City Council and the filing of a Notice of Exemption pursuant to Section 15061(b)(3) of the California Environmental Quality Act (“CEQA”) Guidelines.

I. On July 12, 2023, the City Council of the City, at a duly noticed hearing to consider the approval of this Agreement including development of the Landmark Message Center as proposed in this Agreement, considered the proposal, heard testimony, and introduced Ordinance No. 771 and the filing of a Notice of Exemption pursuant to Section 15061(b)(3) of the CEQA Guidelines..

J. The City Council has found that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City’s police power, and this Agreement is consistent with the City’s General Plan. This Agreement and the proposed Development (as hereinafter defined) will achieve a number of City objectives, including utilizing the Site for a revenue-generating use. Upon any termination of the Term (as defined below) of this Agreement, Developer will remove the digital displays if an extension of this Agreement is not negotiated with City and shall have the right with City approval to convert the Landmark Message Center to a printed billboard with two facings.

K. On July 26, 2023, the City Council held the second reading on, and adopted Ordinance No. 771, thereby approving this Agreement.

L. The City finds and determines that all actions required of the City precedent to approval of this Agreement by Ordinance No.771 of the City Council have been duly and regularly taken.

M. The purpose of this Agreement is to set forth the rules and regulations applicable to the Development, which shall be accomplished in accordance with this Agreement, including the Scope of Development (**Exhibit B**) which sets forth a description of the Development and the Schedule of Performance (**Exhibit D**).

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized, when used in the Agreement. In addition to the terms defined in the Recitals above, the defined terms include the following:

1.1.1 “Agreement” means this Development Agreement and all attachments and exhibits hereto.

1.1.2 “City” means the City of Irwindale , a California municipal corporation.

1.1.3 “City Council” means the City Council of the City of Irwindale.

1.1.4 “Developer” means KBS Holdco LLC, California limited liability company, duly existing and operating, and its successors and assigns, doing business as Regency Outdoor Advertising at 9201 Sunset Blvd, West Hollywood, CA 90069.

1.1.5 “Development” means the installation, operation, improvement, replacement, upgrade, and maintenance of the Landmark Message Center on the Site and the undergrounding of all utilities from Southern California Edison’s electrical source or an electrical source located elsewhere on Developer’s property (e.g., from an electrical panel on a building situated on Developer’s property) to the Landmark Message Center and all appurtenances thereto and all modifications and improvements placed by it, or with its authority, upon the Site, all in accordance with the Development Approvals and this Agreement, including the Scope of Development attached hereto as **Exhibit B**, Schedule of Performance attached hereto as **Exhibit D**, and all conditions of approval, and consistent with the approval from the California Department of Transportation Outdoor Advertising Division. The Developer is and shall remain the owner of the Development as a trade fixture and Developer is the owner of all of the sign permits to the Development.

1.1.6 “Development Approvals” means any and all permits or approvals

necessary to carry out and complete the Development, including, but not limited to Ordinance No. ____, and as further described in Section 3.3 herein.

1.1.7 “Development Fee” shall have the definition given in Section 2.5 of this Agreement.

1.1.8 “Digital Display Face” shall have the meaning ascribed in the Recitals above.

1.1.9 “Effective Date” means the date inserted into the preamble of this Agreement, which is 30 days following approval of this Agreement by ordinance of the City Council, provided this Agreement is signed by Developer and the City.

1.1.10 “Fee Commencement Date” shall have the definition given in Section 2.5 of this Agreement.

1.1.11 “Final Permits” shall mean the final approval from the applicable governmental authorities and all required third party approvals, after the expiration of all applicable appeal periods, for any and all required permits to maintain and operate the Landmark Message Center as contemplated under this Agreement. .

1.1.12 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of the City, including, but not limited to, the City’s General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of the Landmark Message Center, and the design, improvement and construction standards and specifications applicable to the Development of the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include the federal National Pollutant Discharge Elimination System (“NPDES”) regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.13 “Landmark Message Center” shall have the meaning ascribed in the Recitals above.

1.1.14 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, a lender or each of their respective successors and assigns.

1.1.15 “Schedule of Performance” means the Schedule of Performance attached hereto as **Exhibit D** and incorporated herein.

1.1.16 “Scope of Development” means the Scope of Development attached hereto as **Exhibit B** and incorporated herein.

1.1.17 “Site” refers to the site described in Recital B and more specifically

described and depicted on **Exhibit A** and **Exhibit C** attached hereto and incorporated herein.

1.1.18 “Subsequent Development Approvals” means any Development Approvals issued subsequent to the Effective Date in connection with development of the Development, which shall include, without limitation, any changes to the Development Approvals.

1.1.19 “Subsequent Land Use Regulations” means any Land Use Regulations effective after the Effective Date of this Agreement (whether adopted prior to or after the Effective Date of this Agreement) which govern development and use of the Site.

1.1.20 “Term” shall have the meaning provided in Section 2.3, unless earlier terminated as provided in this Agreement.

1.1.21 **Exhibits.** The following documents are attached to, and by this reference made a part of, this Agreement: **Exhibit A** (Legal Description of Site), **Exhibit B** (Scope of Development), **Exhibit C** (the Site and Landmark Message Center pictorial), **Exhibit D** (Schedule of Performance).

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Development, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement.

2.2 Interest in Site. The City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under the Development Agreement Law.

2.3 Term of Agreement. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall commence on the Effective Date and continue in full force and effect until the earlier of: (i) 30 years after the Fee Commencement Date; or (ii) the permanent removal of the Landmark Message Center constructed pursuant to the terms hereof, other than its removal for repair or replacement, or (iii) if one digital face is removed permanently and replaced with a static face, then this Agreement shall remain in effect for the remaining digital face (“Term”). If only one Digital Display Face is permanently removed from the Landmark Message Center and replaced with a printed billboard, the then-current Development Fee will be reduced by fifty percent (50%) and the Agreement will remain in full force and effect as to the remaining Digital Display Face. In such case, the replacement of one digital face with a static face shall require an amendment to this Agreement. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. If no extension or renewal of this Agreement is agreed to following its termination,

then the digital displays shall come down but the static displays may remain.

2.4 Processing Fee. Developer has paid to City a processing fee ("Processing Fee") in the total amount of \$16,857.60, which includes (1) the Development Agreement application fee of \$2,000.00 (2) Environmental Documentation fee of \$250.00; (3) Development Agreement deposit of \$10,000.00, as an initial deposit for the City Attorney costs of preparation (4) Public Hearing Notices deposit of \$800.00; (5) a Noticing fee of \$120.00; and (6) a 28% Administrative and Overhead fee of \$3,687.60. The City shall retain and use the Processing Fee, or any part thereof, for any public purpose within the City's discretion. In addition to the Processing Fee, any additional City Attorney fees incurred by City in the preparation and negotiation of the Development Agreement and processing of Project Development Approvals at a rate not to exceed \$400.00 per hour, plus the actual amount of the costs of the Public Hearing Notice ads, shall be Developer's responsibility to pay. The Processing Fee shall be separate from all fees which are standard and uniformly applied to similar projects in the City, including, but not limited to, business **license** fees (due by Developer to City annually), a one-time plan check fee and building permit fee, and any other fees imposed by the City as may be applicable. Additionally, within 30 days of the City providing Developer with a final invoice of legal fees (subject to the above cap) or fees incurred by City related to the negotiation and preparation of this Agreement and Public Hearing Notice ads, Developer shall pay City any outstanding balance of such fees.

2.5 Development Fee. The potential impacts including those based on aesthetics of the Development on the City and surrounding community are difficult to identify and calculate. Developer and the City agree that an annual development fee paid by Developer to the City would adequately mitigate all such potential impacts, because that fee will provide City resources to install and maintain other aesthetic improvements throughout the community, including, but not limited to, landscaping, street medians, signs in public parks, street sweeping, street signs and street lighting. To that end, Developer and City agree that Developer shall pay an annual development fee paid per Digital Display Face to the City ("Development Fee") which would adequately mitigate all such potential impacts. The parties therefore agree that, subject to the obligations of Section 2.7 below, Developer shall pay an annual development fee to City of \$35,000 per Digital Display Face, increased by twelve and one half percent (12.5%) at the 6th, 11th, 16th, 21st, and 26th payments ("Development Fee"). For ease of reference, the Development Fees shall equal the following amounts during the Term:

Payment Number	Fee per Digital Display Face	Fee for Landmark Message Center (Development)
1 through 5	\$35,000	\$70,000
6 through 10	\$39,375	\$78,750
11 through 15	\$44,297	\$88,594
16 through 20	\$49,834	\$99,668
21 through 25	\$56,063	\$112,126
26 through 30	\$63,071	\$126,142

The first Development Fee payment for the Project shall be due no later than one (1) year after the Landmark Message Center becomes fully operational or within thirty (30) days after Developer receives any income from the use of the Landmark Message Center, whichever occurs first ("**Fee Commencement Date**"). On the one year anniversary of the Fee Commencement Date, Developer shall make the second Development Fee payment and then annually thereafter in accordance with the above pay schedule. Developer shall notify City within five (5) days after the Landmark Message Center becomes fully operational or within five (5) days of its receipt of any income received from use of the Landmark Message Center, whichever occurs first, for the purpose of determining the Fee Commencement Date. Nothing herein relieves the City from its contractual duty to issue all municipal building permits that are associated with the Project if Developer is in compliance with the terms of this Agreement. In compliance with the provisions of Government Code section 65865(e), City shall maintain the Development Fee it receives pursuant to this Agreement and other similar agreements in a separate capital facilities account to be expended for the purpose of enhancing and/or improving the aesthetics of the community within the City of Irwindale, such as through new street signs, street lighting, increased landscaping, heightened landscape maintenance, removal of code violations that impact the aesthetics of the community, and other related aesthetic uses.

2.5.1 *Late Payment*

(a) Penalty. The City may notify the Developer if the Development Fee is not received within ten (10) business days after the due date ("**Late Notice**"); there shall be no penalty if payment is made within ten (10) business days following the Late Notice. The date of the Late Notice shall mean the date that it is received by the Developer after it has been placed by the City in the U.S. Mail, certified mail with return receipt. Failure to sign the return receipt shall not affect the date Late Notice is given. If City does not issue a Late Notice, penalties will begin to accrue if payment is not made within thirty (30) calendar days of the Due Date.

Late payment penalties shall be calculated as follows: 5% of the Development Fee due and payable for the current year shall be added to the Development Fee for that year for failure to make the full payment within ten (10) business days of the Late Notice. As an example, the Development Fee for Year 5 is \$70,000. A 5% penalty would result in a total amount due of \$73,500 (\$70,000 + \$3,500). Thereafter, for each additional ten (10) calendar days that the full Development Fee is not paid, including the penalty, the Developer shall incur an additional penalty of 5% of that year's Development Fee, for a maximum penalty of 15% of that year's Development Fee.

(b) Termination. Notwithstanding anything to the contrary in Article 6 of this Agreement, failure by Developer to pay the Development Fee to the City within thirty (30) days following the due date of each year during the Term of this Agreement is considered a material breach of this Agreement, and if not paid in

full to the City, including all late penalties, within ten (10) business days after written notice to Developer of such material breach, City may begin termination proceedings in accordance with Article 6 of Agreement.

2.6 Prohibited Use. Developer shall not utilize any of the displays on the Landmark Message Center to advertise tobacco, marijuana, hashish, “gentlemen’s clubs,” adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, including, but not limited to, ads such as “Adult Con”, vulgar or obscene images or language, or as may be prohibited by any City ordinance existing as of the Effective Date of this Agreement, or as may be amended or implemented from time-to-time after the Effective Date and equally-applicable to all outdoor advertising structures by any duly adopted and valid City ordinance.

2.7 Community Benefits. Developer shall also provide free of charge to City on a space-available basis, advertising space on the Landmark Message Center. Such advertising space shall only be made available for the use of City-related events or agencies, *and shall be provided regardless of availability for emergency notifications at the discretion of the Chief of Police.* City will be responsible for creating the design of any displays, subject to review and approval of a suggested copy from City by Developer, with such Developer approval not to be unreasonably withheld, conditioned or delayed. Developer agrees to install, at no cost to the City, an unlit City emblem (the “City Logo”) on the sign column of each Digital Display Face prior to project final. Said logo shall be provided to the Developer by the City, as further detailed in **Exhibit B** attached hereto.

2.8 Discount Advertising. Developer shall offer a twenty percent (20%) discount off its applicable rates for display of advertising on the Development to any business that is a member of the Irwindale Chamber of Commerce.

2.9 Assignment. Developer may assign or otherwise transfer this Agreement, or any part of this Agreement, to any other entity, upon presentation to the City of an assignment and assumption agreement in a form reasonably acceptable to the City Attorney and the City's written approval of such assignment or transfer by the City Manager, which shall not be unreasonably withheld if the assignee is able to demonstrate sufficient financial assets and experience in undertaking the obligations under this Agreement. However, Developer may, from time to time and one or more times, assign this Agreement, to another entity without City approval, but with written notice to the City, as long as (1) Developer has and maintains at least a twenty-five percent (25%) ownership interest in the assignee(s) or transferee(s); and (2) any assignee(s) or transferee(s) executes an assumption agreement assuming all of Developer's duties and obligations hereunder to the extent of the interest assigned or transferred. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

2.10 Purpose. The purpose of this Agreement is to set forth the rules and regulations applicable to the Development, which shall be accomplished in accordance

with this Agreement, including the Scope of Development (**Exhibit B**) which sets forth a description of the Development and the Schedule of Performance (**Exhibit D**).

3. DEVELOPMENT AND IMPLEMENTATION OF THE DEVELOPMENT.

3.1 Rights to Develop. Subject to and during the Term of this Agreement, Developer shall have the right to develop, operate and maintain the Site in accordance with, and to the extent of, the Development Approvals, the Land Use Regulations, and this Agreement, provided that nothing in this Agreement shall be deemed to modify or amend any of the pre-existing Land Use Regulations, as more particularly set forth in Section 3.2 below.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Site, the density and intensity of use of the Site, the maximum height and size of proposed structures on the Site, and the design, improvement and construction standards and specifications applicable to the Site, shall be as set forth in the Land Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

3.3 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured any applicable Development Approvals, which shall include and any and all permits and approvals which may be required by City or any other governmental agency or utility affected by such construction, development or work to be performed by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA"). Not by way of limiting the foregoing, in developing and constructing the Development, Developer shall comply with all: (1) applicable development standards in the City's Municipal Code, (2) applicable NPDES requirements pertaining to the Development, and (3) all applicable building codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by the City in connection with the Development which are standard and uniformly-applied to similar projects in the City. Nothing herein relieves the City from its contractual duty to issue all municipal building permits that are associated with the Development if Developer is in compliance with the terms of this Agreement.

3.4 Timing of Development; Scope of Development. Developer shall comply with all time requirements set forth in the Schedule of Performance, attached hereto as **Exhibit D**. Developer shall convert the Printed Billboard Structure to the Landmark Message Center and such Landmark Message Center and both Digital Display Faces shall be fully operational not later than one (1) year after the issuance of Final Permits for the Landmark Message Center, or two (2) years after the Effective Date, whichever occurs first. If the Landmark Message Center is not fully operational within such time, and

after compliance with Section 5.4, City may terminate this Agreement and shall have no further obligation hereunder. However, City may allow for extensions of time for the conversions based on Developer's showing, and City's finding, of good cause for such delay, which extension shall be confirmed in writing by City to Developer. However, if circumstances within the scope of Section 9.10 delay the commencement or completion of the Development, then such delays shall not constitute grounds for any termination rights found within this Agreement. In such case, the timeline to commence or complete the relevant task shall be extended in the manner set forth at Section 9.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of the Landmark Message Center. Developer shall also maintain the Landmark Message Center at all times during the Term in accordance with the maintenance provisions set forth in Section 3 of the Scope of Development, attached as **Exhibit B** herein.

3.5 Changes and Amendments. Developer may determine that changes to the Development Approvals are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Development Approvals to effectuate such change(s). The parties acknowledge that the City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers, developing the same or similar development as that contemplated under this Agreement. Accordingly, under no circumstance shall the City be obligated in any manner to approve any amendment to the Development Approvals, however approvals will not be unreasonably withheld provided that Developer has complied with all requirements then and effect and consistent with the requirements of any other similar developments. The City Manager shall be authorized to approve any non-substantive amendment to the Development Approvals without processing an amendment to this Agreement. The parties acknowledge that any extension of the Term for no more than twenty-four (24) months total is an example of a non-substantive change, which the City Manager, in his or her reasonable discretion, may approve in writing. All other amendments shall require the approval of the City Council. No approvals or amendment is necessary for Developer to upgrade the digital displays installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement, Land Use Regulations and Subsequent Land Use Approvals.

3.6 Reservation of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development:

- (a) Processing fees and charges of every kind and nature

imposed by the City to cover the estimated actual costs to the City of processing applications for Subsequent Development Approvals.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by the City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the Landmark Message Center. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development.

(f) Applicable federal, state, county and multi-jurisdictional laws and regulations which the City is required to enforce against the Site or the Development, and that do not have an exception for existing signs or legal nonconforming uses.

3.6.2 *Future Discretion of the City.* This Agreement shall not prevent the City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

3.6.3 *Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.* In the event that applicable federal, state, county or multi-jurisdictional laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such federal, state, county or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by the City may possess authority to regulate aspects of the Development as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, state and local laws and regulations applicable to the Development and the Site and that do not have an exception for a legal nonconforming use including but not limited to the Outdoor Advertising Act (Bus. & Prof. Code, Section 5200 et. seq.). To the extent such other public agencies preclude development or maintenance of the Development and do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

3.8 Conflicts Between Subsequent Land Use Regulations and Agreement. If any Subsequent Land Use Regulations prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement may, to the extent feasible, be modified as may be necessary to comply with such Subsequent Land Use Regulations. Immediately after enactment or promulgation of any such new Subsequent Land Use Regulations, City and Developer shall meet and confer in good faith to determine the feasibility of any such modification based on the effect such modification would have on the purposes and intent of this Agreement. If any Subsequent Land Use Regulations is passed prohibiting new or existing billboards, the City shall reasonably cooperate with Developer in any effort to find a resolution to bring this Agreement into compliance and preserve all the rights and benefits enjoyed by Developer. Developer and City shall have the right but are not obligated, to challenge the new Subsequent Land Use Regulations preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. The City shall not directly or indirectly interfere with Developer's performance under the terms of this Agreement, and shall take no unreasonable action to delay, impede or restrict Developer's performance under the terms of this Agreement.

3.9 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require Developer to pay subsequently required development fees, and/or construct certain subsequently required public infrastructure ("Exactions") at such time as the City shall determine, subject to the following conditions:

3.9.1 The payment or construction must be to alleviate an impact caused by the Development or be of benefit to the Development; and

3.9.2 The timing of the Exaction should be reasonably related to the development of the Development, and said public improvements shall be phased to be

commensurate with the logical progression of the development of the Development, as well as the reasonable needs of the public.

3.9.3 It is understood, however, that if there is a material increase in cost to Developer, or such action by the City otherwise materially impacts Developer or its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

3.10 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Development, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site or Developer directly, including the following:

3.10.1 Developer shall be obligated to pay those fees, taxes or City assessments that existed as of the Effective Date and relate to the Landmark Message Center or are included in the Development Approvals;

3.10.2 Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes;

3.10.3 Developer shall be obligated to pay all fees applicable to a permit application as charged by the City at the time such application is filed by Developer;

3.10.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the permit application is filed by Developer or that exists when Developer applies for any Subsequent Development Approval.

3.11 Changes. Notwithstanding anything to the contrary herein, if there is a change in such fees as compared to those fees in effect as of the Effective Date, or if any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

4. REMOVAL OF DIGITAL DISPLAY FACES

4.1 Removal by Developer. Developer has the right to negotiate an extension of the Term as an amendment to this Agreement. If the extension of the Term is not granted by the City, the Digital Display Faces shall be removed and said displays may be converted back to printed displays upon Developer's determination, subject to obtaining any required permits, for example, electrical or similar permits. Should City be required to enforce the terms of this Agreement and removal of the Digital Display Faces, Developer shall reimburse City its reasonable City staff, consultant, and attorneys' fees

and costs incurred in securing such removal.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the Landmark Message Center. Should such a breach occur, City may only require removal of the Digital Display Faces within ninety (90) days of City's notice to Developer of such breach and Developer may convert said displays back to printed displays upon Developer's determination, subject to obtaining any required permits, for example, electrical or similar permits.

4.3 Relocation. The Development approved under this section and after the Development is installed and/or becomes nonconforming may be relocated by mutual agreement between the display owner and the City on whatever terms are agreeable to both parties under the authority of California Business and Professions Code section 5412. "Relocation" as used in this section, includes removal of an advertising structure and construction of a new advertising structure to substitute for the advertising structure removed. The purpose of this subsection is to allow the City to continue to develop in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communication established in outdoor advertising.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Review. The City Council shall have the right to review this Agreement annually at the Developer's sole cost, on or before the anniversary of the Effective Date, to ascertain the good faith compliance by Developer with the terms of this Agreement ("Annual Review"). However, no failure on the part of the City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement. Upon receipt of written request from the City, Developer shall cooperate with the City in the conduct of such an Annual Review and provide the following information and documentation to the City at least thirty (30) days before the anniversary of the Effective Date: (1) description of all complaints from Caltrans or the City regarding the Landmark Message Center, (2) description of all complaints from the public regarding the display unrelated to any content of the message displayed, (3) any updates to Developer's contact information related to complaints concerning the billboards, as required in the conditions at **Exhibit B**, Section 6(q), herein, (4) status and amount of all payment obligations to the City required under this Agreement for the year in question and cumulatively for the entire Term of the Agreement, (5) any easement or lease changes that could in any way materially impact the City or the obligations under this Agreement, (6) any utility changes that could in any way materially impact the City or the obligations under this Agreement, (7) any maintenance issues addressed or needing to be addressed per the requirements of **Exhibit B**, and (8) whether any City messages per Section 2.6 have been displayed during the preceding year of the Term and a description of the duration of such displays.

5.2 Special Review. The City Council may, in its sole and absolute discretion,

order a special review of compliance with this Agreement at any time at the City's sole cost ("Special Review"). Developer shall cooperate with the City in the conduct of such any Special Review.

5.3 City Rights of Access. Subject to the City's execution of a permit to enter in a form reasonably acceptable to Developer, the City and its officers, employees, agents and contractors shall have the right, at their sole risk and expense, to enter the Site without interfering with any railroad or other right-of-way, and at all reasonable times with as little interference as possible, for the purpose of conducting the review under this Article 5, inspection, construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Site, or to perform any rights of the City under Section 4.2 above. Prior to any such entry by City, City will deliver Developer twenty-four (24) hour written notice of its intention to enter. This notice shall be delivered to Developer's office at 9201 Sunset Blvd., West Hollywood, CA 90069 (which serves as the mailing address for Developer's address identified in Section 1.1.4), during business hours. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. Notwithstanding the foregoing or any other provision in this Agreement (including without limitation Section 4.2 above) to the contrary, the City shall have no right whatsoever to enter the Site unless and until the City executes and delivers to Developer a permit to enter in a form reasonably acceptable to Developer (except that this provision is not intended to interfere with the City's police powers to address any nuisance, dangerous condition, or other condition pursuant to the City's ordinances); provided Developer shall not unreasonably delay the approval of the permit to enter. Notwithstanding anything to the contrary herein, in no event will the City's representatives ever climb up the pole of the Landmark Message Center during any inspection.

5.4 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with this Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of this Agreement, either party concludes that the other party has not complied in good faith with the terms of this Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefor and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have thirty (30) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, but if such cure or remedy is not reasonably capable of being cured or remedied within such thirty (30) day period, then the party receiving a Notice of Non-Compliance shall commence to cure or remedy the non-compliance within such thirty (30) day period and thereafter diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance does not believe it is out of compliance and contests the Notice of Non-Compliance, it shall do so by responding in writing to said Notice of Non-Compliance within thirty (30) days after receipt of the Notice of Non-Compliance. If the response to the Notice of Non-Compliance has not been received in the office of the party alleging the non-compliance within the prescribed time period and the cure or remedy is not timely completed, the Notice of Non-Compliance shall be

conclusively presumed to be valid and then either party can seek a judicial determination of all legal or equitable claims allaged and remedies sought. If a Notice of Non-Compliance is contested, the parties shall, for a period of not less than fifteen (15) days following receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice of Non-Compliance. If the Notice of Non-Compliance is contested and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period, the party alleging the non-compliance may thereupon pursue the remedies provided in Article 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to “force majeure” as defined in, and subject to the provisions of, Section 9.10.

5.5 Certificate of Agreement Compliance. If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, the City shall, upon request by Developer, issue a written confirmation (“Certificate”) to Developer stating that, after the most recent Annual Review or Special Review, and based upon the information known or made known to the City Manager and the City Council, that (1) this Agreement remains in effect, and (2) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer may record the Certificate with the County Recorder. Additionally, Developer may, at any time, request from the City a Certificate stating, in addition to the foregoing, which specific obligations under this Agreement have been fully satisfied with respect to the Site and City shall respond within Ten (10) days of receipt of the request. If the City fails to respond to a Developer’s request pursuant to this Section 4.5, the Developer is presumed to be in compliance with this Agreement or any obligation that is the subject of the Developer’s request.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. The City, in its discretion, may terminate this Agreement for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as “default” or “breach”); provided, however, the City may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 5.4. In the event of a termination by the City under this Section 6.1.1, Developer acknowledges and agrees that the City may retain all fees accrued up to the date of the termination, including the Processing Fee and Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the Landmark Message Center to one foot below grade unless otherwise required in the City’s Municipal Code that equates to the percentage of time elapsed in the year of the Term at the time of termination.

6.1.2 Termination of Agreement for Material Default of City. Developer, in

its discretion, may terminate this Agreement for any material failure of City to perform any material duty or obligation of City hereunder or to comply in good faith with the term of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.4. In addition, Developer may terminate this Agreement if, despite Developer's good faith efforts, it is unable to secure the necessary permits and/or compliance with requirements under laws necessary to effectuate the Development. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the Landmark Message Center that equates to the percentage of time elapsed in the year of the Term at the time of termination.

6.1.3 *Rights and Duties Following Termination.* Upon the termination of this Agreement, neither party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination, (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (iii) Developer's obligation to remove the Landmark Message Center pursuant to Section 4.1, or (iv) any continuing obligations to indemnify, defend and hold harmless the other party.

6.1.4 *No Damages.* Notwithstanding anything else in this Agreement to the contrary, Developer acknowledges that the City would not have entered into this Agreement had it been exposed to damage claims from Developer for any breach hereof. As such, the parties agree that in no event shall Developer be entitled to recover damages of any kind whatsoever against City or any of its officials, officers, agents or employees for breach of this Agreement.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1 Insurance.

7.1.1 Types of Insurance.

(a) ***Liability Insurance.*** Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer, comprehensive broad form general liability insurance against claims and liabilities covered by the indemnification provisions of Section 7.2. Developer has agreed to indemnify the City hereunder with respect to its use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, providing protection of at least Two Million Dollars (\$2,000,000) for any one accident or occurrence for bodily injury or death and property damage. Developer shall also furnish or cause to be furnished to the City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same coverage required of Developer.

(b) *Worker's Compensation.* Developer shall also furnish or cause to be furnished to the City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) *Insurance Policy Form, Sufficiency, Content and Insurer.* All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the insurer waives the right of subrogation against the City and against the City's agents and representatives except as provided in this Section; (ii) the policies are primary and noncontributing with any insurance that may be carried by the City, but only with respect to the liabilities assumed by Developer under this Agreement; and (iii) the policies cannot be canceled or materially changed except after written notice by the insurer to the City or the City's designated representative as expeditiously as the insurance company agrees to provide such notice. Developer shall furnish the City with certificates and endorsements evidencing the insurance required in this Section 7.1. City shall be named as an additional insured on all liability policies of insurance required to be procured by the terms of this Agreement.

7.1.2 *Failure to Maintain Insurance and Proof of Compliance.* Developer shall deliver to the City, in the manner required for notices, copies of certificates and endorsements of all insurance policies required of each policy within the following time limits:

(a) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of **Exhibit D** (Schedule of Performance), Item No. 5, whichever is earlier.

(b) The City can request to see updated copies of the current certificates and endorsements of all insurance policies required at any time.

If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish the City with required proof that the insurance has been procured and is in force and paid for, the City, after complying with the requirements of Section 5.4, may view such failure or refusal to be a default hereunder.

7.2 Indemnification.

7.2.1 *General.* Developer shall indemnify the City, and its officers, employees, and agents 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 (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Developer, its agents, employees, contractors, subcontractors, or invitees, hereunder, upon the Site or to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body

concerning this Agreement and related Resolutions or Ordinance approving this Agreement. The City will promptly notify Developer of any such claim, action, or proceeding against the City and will cooperate fully in the defense. To this end,

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith.

(b) Developer will promptly pay any judgment rendered against the City or its officers, agents, or employees for any such claims or liabilities arising out of or in connection with such work, operations, or activities of Developer hereunder, and Developer agrees to save and hold the City and its officers, agents, and employees harmless therefrom.

7.2.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, or its officers, agents or employees who are directly responsible for the City.

7.2.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity, defense, and hold harmless obligations shall include any liability arising by reason of:

(a) Any accident or other occurrence in or on the Site causing injury to any person or property whatsoever caused by Developer, its agents, employees, contractors, subcontractors, or invitees;

(b) Any failure of Developer to comply with performance of any of the provisions of this Agreement;

(c) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the Site caused by Developer, its agents, employees, contractors, subcontractors, or invitees, including but not limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

7.2.4 Loss and Damage. Except as set forth below, the City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, the City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The foregoing two (2) sentences shall not apply (i) to the extent the City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage when accessing the Site, or to the extent they cause any damage to any

improvements thereon, or (ii) under the circumstances set forth in Section 6.2.2 above.

7.2.5 Period of Indemnification. The obligations to indemnify, defend, and hold harmless under this Section 7.2 shall begin upon the Effective Date and shall survive expiration or sooner termination of this Agreement.

7.3 Waiver of Subrogation. Developer and the City mutually agree that neither shall make any claim against, nor seek to recover from the other or its agents, servants, or employees, for any loss or damage to Developer or the City or to any person or property relating to this Agreement, except as specifically provided hereunder, which include but is not limited to a claim or liability to the extent arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees who are directly responsible for the City.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon or the Development, by any mortgage, deed of trust or other security device securing financing with respect to the Site. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and the City agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, the City will not unreasonably withhold its consent to any such requested interpretation or modification, provided the City determines such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Development or Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Development or Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If the City timely receives a request from a Mortgagee requesting a copy of any Notice of Non-Compliance given to Developer under the terms of this Agreement, the City shall make a good faith effort to provide a copy of that Notice of Non-Compliance to the Mortgagee within ten (10) days of sending the Notice of Non-Compliance to Developer. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance during the period that is the longer of (i) the remaining cure period allowed Developer under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Development or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Development or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Development or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Development or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within 10 days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this Agreement, which is to allow the Development to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting

this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

9.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their respective successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10 Force Majeure. Notwithstanding any provision to the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur the term of this Agreement then the time for performance shall be extended for the duration of each such event, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years beyond the date it would have otherwise expired, and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to City and City shall return to Developer any portion of the Development Fee paid for any period after the effective date of such termination.

9.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

9.12 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

9.13 Litigation. Any action at law or in equity arising under this Agreement or

brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on the City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between the City and Developer seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

9.14 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof is legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15 Development as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and Developer is that of a government entity regulating the development of private property, on the one hand, and the holder of a legal or equitable interest in such private property on the other hand. The City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private development into a "public work" development, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private development into a public work project, it being understood that this Agreement is entered into by the City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that the City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions

contemplated by this Agreement.

9.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by the City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of development agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved on behalf of the City by the City Manager upon reasonable approval by the City Attorney.

9.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, 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 such party is bound.

9.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested, and addressed to the respective parties as set forth below, or to such other address as either party may from time to time designate in writing by providing notice to the other party:

To the City: City of Irwindale
5050 N. Irwindale Ave.
Irwindale, CA 91706
Attn: Julian A. Miranda, City Manager

With Copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave., #1700
Irvine, CA 92612
Attn: Adrian R. Guerra, City Attorney

If to Developer: KBS Holdco, LLC, dba Regency Outdoor Advertising
9201 Sunset Blvd
West Hollywood, CA 90069
Attn: Philip Berardi

9.21 Nonliability of City Officials. No officer, official, member, employee, agent, or representatives of the City shall be liable for any amounts due hereunder, and

no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

9.22 No Brokers. The City and Developer each represent and warrant to the other that it has not employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

CITY OF IRWINDALE

By:

H. Manuel Ortiz, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: _____
Adrian R. Guerra, City Attorney

KBS HOLDCO, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY DBA
REGENCY OUTDOOR ADVERTISING

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[End of signatures]

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On _____, 2023, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

[SEAL]

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On _____, 2023, before me,
_____, a Notary Public, personally appeared
_____, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF SITE

Real property in the City of Irwindale, County of Los Angeles, State of California, described as follows:

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

THOSE PORTIONS OF THOSE PARCELS OF LAND IN SECTION 32, TOWNSHIP 1 NORTH, RANGE 10 WEST, OF THE SUBDIVISION OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGES 80 TO 82 INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ACQUIRED BY THE STATE OF CALIFORNIA BY QUITCLAIM DEED B5709 RECORDED IN BOOK D4556, PAGE 126, OF OFFICIAL RECORDS, IN SAID OFFICE; BY PARCEL 6 OF THE FINAL ORDER OF CONDEMNATION FILED IN SUPERIOR COURT CASE NO. 889802, IN AND FOR SAID COUNTY, A CERTIFIED COPY OF SAID FINAL ORDER BEING RECORDED IN BOOK D3863, PAGE 36 OF SAID OFFICIAL RECORDS; AND BY PARCEL 1A OF THE FINAL ORDER OF CONDEMNATION FILED IN SUPERIOR COURT CASE NO. 893840, IN AND FOR SAID COUNTY, A CERTIFIED COPY OF LAST SAID FINAL ORDER BEING RECORDED IN BOOK D3831, PAGE 442 OF SAID OFFICIAL RECORDS, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF THE LAND SO ACQUIRED BY QUITCLAIM DEED B5709; THENCE ALONG THE WESTERLY LINE OF SAID LAND N 0° 10' 23" W, 105.63 FEET TO A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2,000.00 FEET; THENCE FROM A TANGENT BEARING N 86° 23' 12" E, EASTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 19° 00' 08", AN ARC DISTANCE OF 663.30 FEET TO THE NORTHWESTERLY CURVED LINE OF THAT CERTAIN EASEMENT OF ACCESS FOR RAILROAD SPUR TRACK PURPOSES, 20.00 FEET WIDE, AS DESCRIBED IN THE EXCEPTION FROM SAID PARCEL 1A; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY CURVED LINE TO THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID PARCEL 1A; THENCE SOUTHERLY ALONG LAST SAID WESTERLY LINE TO THE NORTHERLY LINE OF THAT 50-FOOT-WIDE STRIP OF LAND SHOWN AS "ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY" ON MAP OF TRACT NO. 13436, RECORDED IN BOOK 294, PAGES 20 AND 21, OF MAPS, IN SAID OFFICE; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

ALSO SUBJECT TO THE EXCEPTION AND RESERVATION THEREFROM, ALL OIL, MINERALS, NATURAL GAS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN CONVEYED PARCEL OF LAND, AND THE RIGHTS THERETO, TOGETHER WITH CERTAIN OTHER CONDITIONS, AS EXCEPTED AND RESERVED IN QUITCLAIM DEED B5709 RECORDED IN BOOK D4556, PAGE 126, OF SAID OFFICIAL RECORDS.

APN: 8533-009-014

EXHIBIT B

SCOPE OF DEVELOPMENT

Developer and the City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. **The Development.** This Agreement allows for conversion of one Printed Billboard Structure to one Landmark Message Center in accordance with the terms of this Agreement. The existing Printed Billboard Structure has double-sided printed displays. The Landmark Message Center is a billboard with Digital Display Faces that uses digital technology to change the messages on the sign faces electronically. This type of display shall not contain video, animation, movement, flashing, or the appearance of movement. The Digital Display Faces contain messages that are static for eight (8) seconds at a time and then change to the next message. To this end, Developer shall replace the existing Printed Billboard Structure with a 14 x 48 foot double-sided Back to Back or V-display Landmark Message Center, with Digital Display Faces facing east and west, at the same general location as the existing Printed Billboard Structure. Before the issuance of final inspection of the Final Permits, Developer shall underground all utilities necessary for the Landmark Message Center and the Site shall be maintained in accordance with the conditions at Paragraph 3 below. Developer shall operate and maintain the Landmark Message Center on the Site in accordance with the Development Approvals and this Agreement and all conditions of approval and consistent with the approval from the California Department of Transportation Outdoor Advertising Division.

The Landmark Message Center shall comply with Section 17.72.050, General Standards, of the Irwindale Municipal Code. Specifically, the area of the sign face shall not exceed six hundred seventy-two (672) square feet, excluding border, trim, cutouts and other special advertising features or additions and base or apron supports and other structural members. The building height may not exceed sixty-five (65) feet, exclusive of cutouts or special additions, measured from the higher of either: 1) the finished grade of the roadway adjacent to the lot on which the structure is located and from which the advertising display is to be viewed; or 2) the finished grade of the base of the sign. Developer shall underground all utilities necessary for the Landmark Message Center. The Landmark Message Center shall be constructed in the location shown therefor on **Exhibit C.** In addition, Developer agrees to install, at no cost to the City, an unlit City emblem (the “**City Logo**”) on the sign column of the Landmark Message Center.

2. **Processing Fees.** Developer shall pay all applicable City Processing Fees, as described in Section 2.4 of this Agreement, prior to the time that a building permit is issued for the installation of the Landmark Message Center on the Site.

3. **Building Fees.** Developer shall pay all applicable City building fees at the time that a building permit is issued for the installation of the Landmark Message Center.

3. **Maintenance and Access.** Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the Landmark Message Center (where authorized pursuant to the Agreement, and including but not limited to, the Digital Display Faces installed thereon, and all related on-site improvements and, if applicable, easements and rights-

of-way, at its sole cost and expense), including, without limitation, landscaping, poles, lighting, signs and walls (as they relate to the Development) in good repair, free of graffiti, rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction over the Site, unless those federal, state, and local bodies have an exception for a legal nonconforming use. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Development; (ii) the care and replacement of all shrubbery, plantings, and other landscaping or the painted backing in a healthy condition if damaged by the Development; (iii) the ongoing maintenance by Developer of any access road to the Landmark Message Center to minimize dust caused by the Development; (iv) the repair, replacement and repainting of the Landmark Message Center's structures and displays as necessary to maintain such outdoor advertising structure in good condition and repair; and (v) the adequate and complete removal or painting over of all graffiti within 48 hours of notice of such graffiti being affixed on the Landmark Message Center. In addition, Developer has the explicit right to change the Light Emitting Diode ("LED") displays from time to time as determined necessary in Developer's sole discretion, subject to obtaining any required permits.

(b) Maintenance of the Landmark Message Center and surrounding portion of the Site in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the Development such as to be detrimental to the public health, safety or general welfare, or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of the Site.

(c) Developer shall reasonably coordinate with any neighboring property owners who share utilities or access roads to their separate respective outdoor advertising structure. The City may designate alternative access for planning purposes so long as such alternative access allows Developer to access its outdoor advertising structure and related utilities.

4. Other Rights of the City. In the event of any violation or threatened violation of any of the provisions of this **Exhibit B**, then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of the Agreement, the City shall have the right, after complying with Section 5.4 of the Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke until compliance by the Developer, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the Development or any part thereof or interests therein as to the violating person or one threatening violation.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of the Agreement. The failure of the City to enforce the Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to Developer, its successors, transferees or assigns, for any default or breach by the City under the Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the Landmark Message Center and, where stated, landscaping adjacent to Landmark Message Center, which outdoor advertising structure and landscaping or painted

backing adjacent to the outdoor advertising structure, respectively, shall conform to all applicable provisions of the Development Approvals, the City's Municipal Code, including but not limited to the Outdoor Advertising provisions of Section 17.72.030, and the following conditions, in a manner subject to the approval of the Community Development Director or his or her designee:

(a) Conditions to be met before Final Permits. Prior to the issuance of a business license, occupancy permit, final inspection by the Community Development Department, and Final Permits, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.

(a) Building Permit. A building permit from the Building and Safety Division will be required, and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official. All construction shall be in compliance with the Irwindale Building Code and all applicable regulations including Caltrans Advertising Department.

(b) Plans. The use and improvements authorized by this Agreement shall conform to the plans as finally approved by the City (date stamped) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Director of Community Development, shall require the prior approval of the Planning Commission.

(c) The Landmark Message Center shall be located in the portion of the Site shown on Exhibit C, and shall be of the dimensions described in Section 1, above.

(d) Digital Display Face Dimensions. The size of each Digital Display Face of the Landmark Message Center shall not exceed a maximum area of 672 square feet, with no more than 128 total feet of extensions or borders, and the Landmark Message Center shall not exceed a maximum height of 65 feet, as measured per Section 17.72.050 standards, including all extensions, and shall be consistent with the Elevations at Exhibit C approved by the City as part of the Development Approvals.

(e) Plan Check. Plans and specifications for the proposed installation of the Landmark Message Center, including plans for all utilities, shall be submitted to the City Community Development and Building Departments for plan check and approval prior to the issuance of building permits. Per the requirements of the County of Los Angeles Building and Safety Division, serving as the City's contract building department, the building plans must contain the following items to be submitted for plan check, as such requirements may be revised before final approval of such plans:

(1) Site Plan: Lot size, locations and dimensions of property lines, adjacent streets, setbacks from property lines, locations of other structures, easements, north arrow, scale, contours/drainage pattern.

(2) General Notes: Applicable codes, occupancy classification, type of construction, allowable area analysis, and occupant load analysis, description of work, material specifications.

(3) Exterior Elevations: Wall covering material, plate and building heights, finish grade lines, veneers.

(4) Foundation Plan: Locations of all new footings, anchor bolt and hold-down schedules, complete foundation details.

(5) Framing Plan: Size, spacing, and span of all floor and ceiling joists, roof rafters, valleys and hips, beams and headers. All lateral force resisting elements, including shear wall locations and schedule, and diaphragm construction specifications.

(6) Structural Analysis: Calculations shall be provided to substantiate the structural plans where new structural elements are proposed or existing structural elements are altered. The structural calculations shall address both vertical and lateral forces, and shall be wet stamped and signed by a licensed engineer or architect registered in the state of California.

(7) Schedules: exterior/interior finish.

(8) Details: Complete framing and foundation details for all new structural elements, complete accessible path of travel details, required fire rated assembly details.

(f) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(g) Developer shall maintain the Landmark Message Center and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, county, state and federal agencies , unless the Development is exempted as a legal nonconforming use.

(h) Caltrans Approvals. Developer shall, at all times, comply with the approval for the Landmark Message Center from the California Department of Transportation Outdoor Advertising Division that may be necessary in order to allow for the construction and installation of the Landmark Message Center pursuant to the California Outdoor Advertising Act, and shall maintain acceptable clearance between the Landmark Message Center and utility distribution lines, include those of Southern California Edison.

(i) Fees. Developer shall pay any and all applicable fees due to any public agency prior to the final issuance of the applicable building or electrical permits.

(j) Use Within Site. The activities proposed in the Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(k) Access Roads. Developer shall ensure that all access to the Landmark Message Center is kept restricted to the general public to the extent permitted under local laws and by the Development Approvals.

(l) Landscaping. If any portion of the landscaping or painted backing installed adjacent to the Landmark Message Center is damaged by the Development or becomes damaged, unhealthy or otherwise in need of replacement, as determined by the City's Community Development Department Director or his or her designee, Developer shall ensure that the

replacement is accomplished within fourteen (14) days of notification by the City, unless such time is extended by the City's Community Development Director or his or her designee if Developer shows unusual circumstances requiring more time to accomplish such replacement. Developer may trim such landscaping so as not to block the Landmark Message Center or with the reasonable consent of the City's Community Development Director, the Developer at the Developer's own cost, may remove and relocate any landscaping.

(m) Utilities. Developer shall be required to install all utilities underground in connection with the Landmark Message Center. Developer shall coordinate its work with the requirements of Southern California Edison to achieve the undergrounding of all utilities.

(n) All onsite equipment used in the operation of the digital display billboard shall be screened from sight and maintained for aesthetic and safety purposes.

(o) Developer shall comply with all necessary federal National Pollutant Discharge Elimination System (NPDES) requirements pertaining to the proposed use, to the extent applicable.

(p) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the Development.

(q) Prior to final sign off of the building permit for the Landmark Message Center, the applicable landscaping or painted backing shall be installed at the Site.

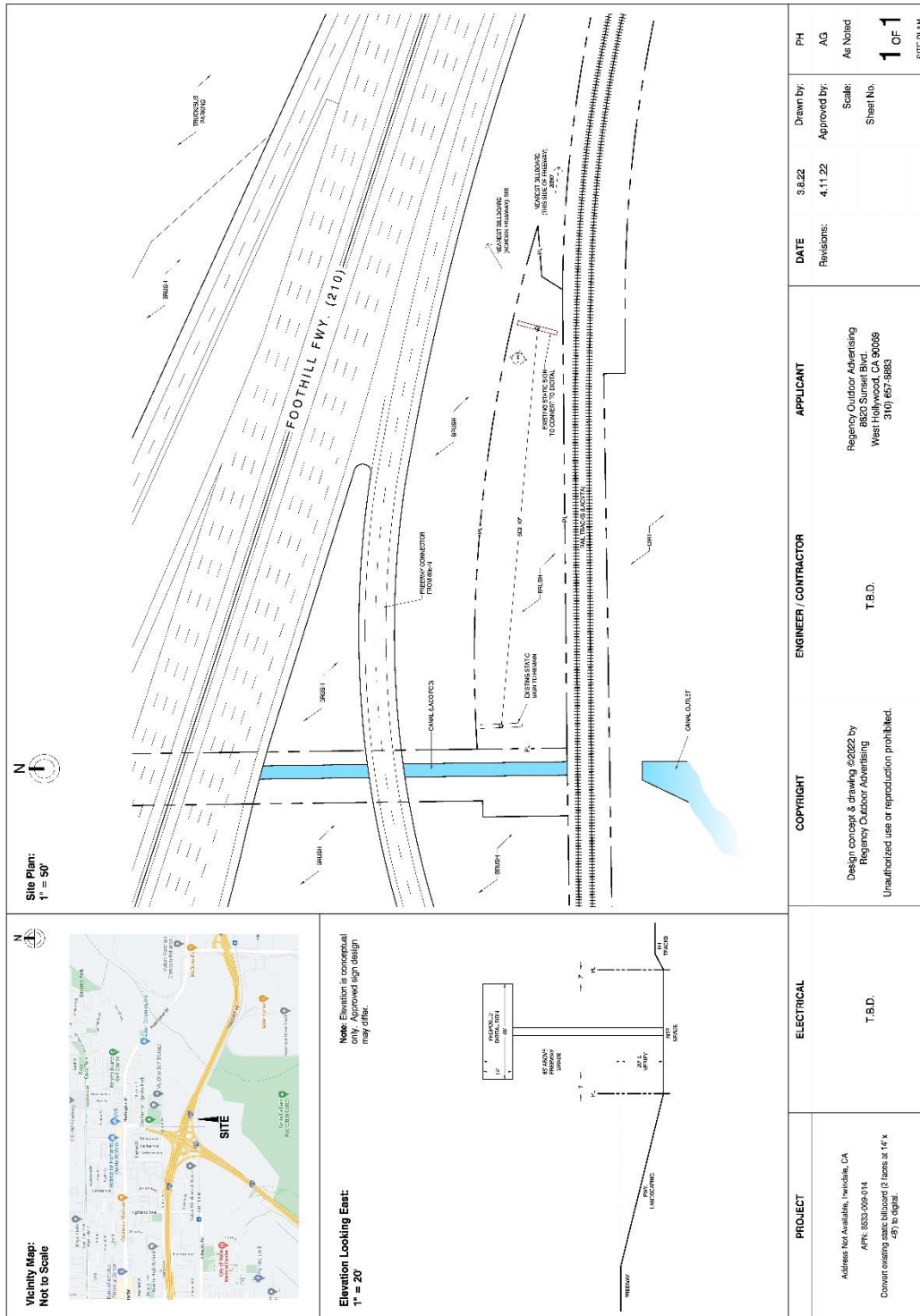
(r) Light/Glare. Developer shall comply with State law regarding the limitation of light or glare or such other standards as adopted by the Outdoor Advertising Association of America, Inc. ("OAAA"), including but not limited to, the 0.3 foot-candles limitation over ambient light levels and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment upon request by the City's Development Services Director or designee, the obligation to have automatic dimming capabilities, as well as providing the City's Development Services Director or his or her designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Development Services Director or designee, Developer shall dim the display to meet these guidelines and further perform a brightness measurement of the display using OAAA standards, or such lower level given the lighting environment, and provide the City with the results of same within 5 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluded that the light standards were exceeded.

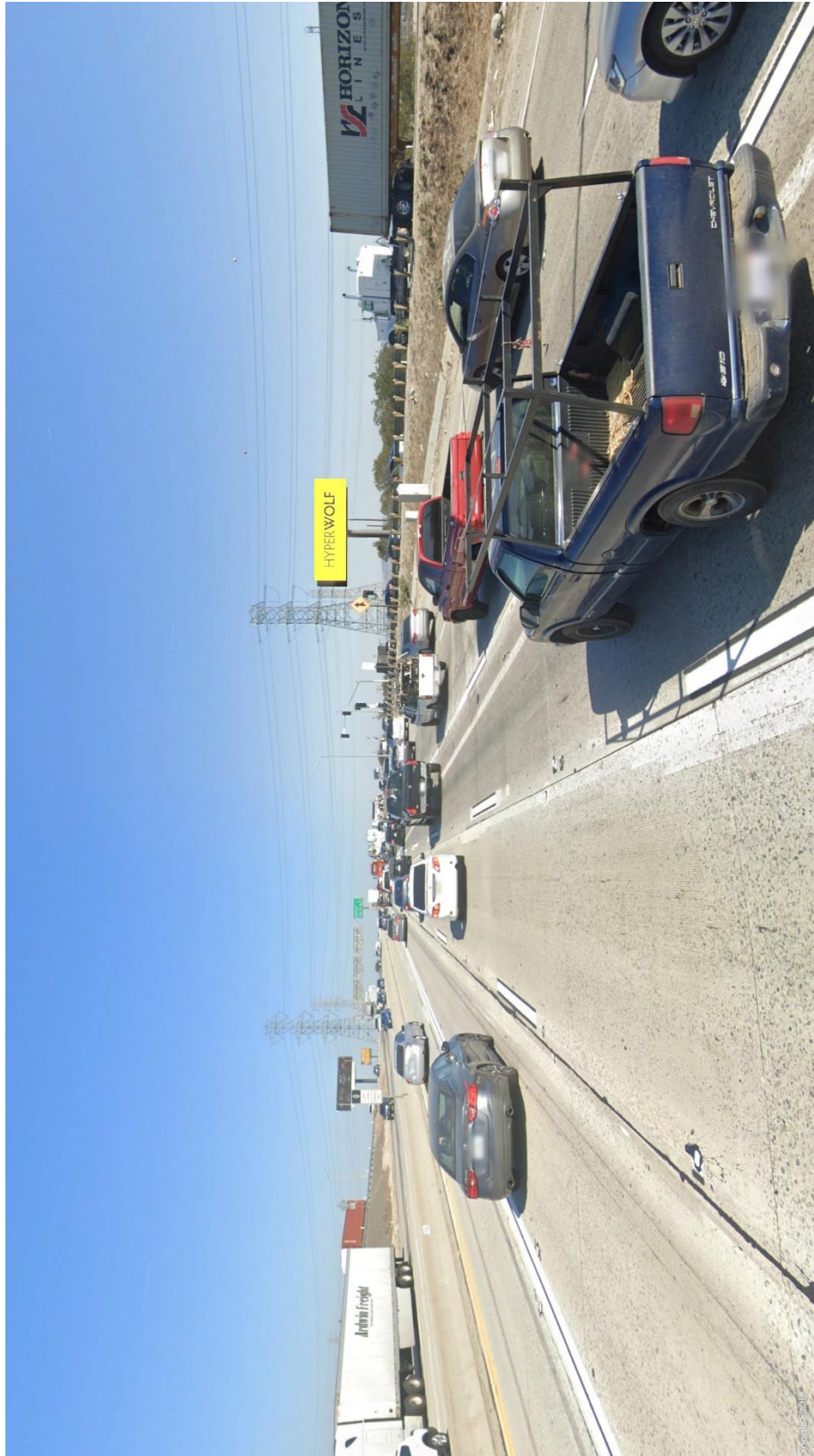
(s) Public Works:

NPDES. Developer shall comply with all necessary NPDES requirements pertaining to the proposed use, to the extent applicable.

ROW. Separate permits are required for all work within the public right-of-way. Developer shall be responsible for all fees for the necessary permits and construction inspections for work within the public-right-of-way.

SITE AND LANDMARK MESSAGE CENTER PICTORIAL





C-7



C-8

EXHIBIT D

SCHEDULE OF PERFORMANCE

ITEM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
1. Effective Date of this Agreement.	30 days following City Council's second reading of Ordinance._____	1.1.9
2. Developer prepares and submits to City working drawings, specifications, and engineering for the Landmark Message Center; City commences approval process.	Within 180 days of the Effective Date	Ex. B(6)(e)
3. Developer to provide copy of Caltrans approval to City.	Prior to commencing any inspections and work on the Development.	Ex. B(6)(h)
4. Developer to submit proof of insurance to City.	Prior to commencing any inspections and work on the Development.	7.1.2
5. The Landmark Message Center shall be fully operational.	Not later than one (1) year after the issuance of Final Permits for the Landmark Message Center, or two (2) years after the Effective Date, whichever occurs first.	3.4
6. Developer pays City first installment of Development Fee if Developer receives Final Permits.	Within 1 year after the Landmark Message Center becomes fully operational or within 30 days after Developer receives any income from the use of the Landmark Message Center, whichever occurs first.	2.5
7. Developer pays City second installment and subsequent annual installments of the Development	Upon each anniversary date of the Fee Commencement Date, as defined in Section 2.5 of this	2.5

ITEM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
Fee if Developer receives Final Permits.	Agreement, for the Landmark Message Center.	

It is understood that this Schedule of Performance is subject to all of the terms and conditions of the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Developer and the City. Notwithstanding any extension of the Term in the manner described in, and subject to the provisions of Section 3.5 of the Agreement, the City Manager shall have the authority to approve extensions of time set forth in this Schedule of Performance without action of the City Council, not to exceed a cumulative total of 180 days.

ORDINANCE NO. 771

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING DEVELOPMENT AGREEMENT NO. 01-2022 BETWEEN CITY OF IRWINDALE AND KBS HOLDCO LLC, DBA REGENCY OUTDOOR ADVERTISING, TO ALLOW FOR THE DIGITAL CONVERSION OF AN EXISTING STATIC BILLBOARD LOCATED AT THE INTERSECTION OF THE I-605 (NORTHBOUND) AND THE I-210 (EASTBOUND) FREEWAYS (APN: 8533-009-014) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO THE CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF; AND FINDING THE PROJECT EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

A. RECITALS.

WHEREAS, Andrew Goodman, on behalf of KBS Holdco, LLC, dba Regency Outdoor Advertising (the "Applicant"), has made a request for approval of a Development Agreement (Exhibit A) to allow the conversion of an existing static billboard into a digital display billboard along Interstate 210 (I-210) Freeway just east of the intersection with Interstate 605 (I-605) Freeway in Irwindale, APN: 8533-009-014 ("Subject Property"). The proposed billboard conversion will consist of two (2) 14'-0" x 48'-0" digital panels facing east and west bound traffic just south of the I-210 Freeway and east of the I-605 Freeway adjacent to the I-605 off-ramp. The digital billboard panels will be placed on the existing structure and will not increase the height of the existing structure. The digital billboard will have a total height of 85 feet from the ground but will stand no more than 65 feet above the freeway grade; and

WHEREAS, the Subject Property is zoned M-2 (Heavy Manufacturing). Per Irwindale Municipal Code (IMC) section 17.72.030, the repair, replacement, or new installation of a static or digital billboard requires the approval of a Development Agreement with appropriate standards and public benefits to be negotiated with the City and complying with all other standards imposed by the IMC; and

WHEREAS, 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 Project is Categorically Exempt from the provisions of CEQA pursuant to Section 15303 (Class 3; New Construction or Conversion of Small Structures) and no further review is required. Also, the City has determined that this project will not have, either individually or cumulatively, an adverse impact on fish and wildlife resources. Subject to approval of the project by the City Council based on a recommendation by the Planning Commission, a Notice of Exemption will be filed with the office of the Registrar-Recorder/County Clerk, County of Los Angeles; and

WHEREAS, on June 21, 2023, the Planning Commission conducted a duly noticed public hearing, at which time they received a presentation from staff; opened the public hearing and heard testimony from the Applicant and the public; closed the public hearing; and discussed the Proposed Project; and, after discussion and consideration of

substantial evidence including the testimony, staff report, and all attachments thereto, approved and adopted Resolution No. 818(22) recommending that the City Council approve Development Agreement No. 01-2022; and

WHEREAS, on July 12, 2023, the project was scheduled before the City Council as a duly noticed public hearing, at which time they received input from staff, the City Attorney, and Applicant; heard public testimony; discussed the Proposed Project; closed the public hearing; and, after discussion, conducted a first reading of this Ordinance approving Development Agreement No. 01-2022; and

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

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

SECTION 1. The City Council finds that all of the facts set forth in Recitals, Part A, of this Ordinance are true and correct, and incorporated herein by this reference.

SECTION 2. The City Council finds as follows:

- a. Development Agreement No. 01-2022 is consistent with the provisions of the Development Agreement statutes, at Government Code section 65867.5.
- b. The proposed digital billboard conversion per Development Agreement No. 01-2022 is consistent with the General Plan, including the General Plan Land Use and Economic Development policies in the Community Development Element. These policies provide for comprehensive land use planning to preserve the overall mix of land uses and development in the community, which includes digital billboards, and provides for the pursuit and promotion of economic development to provide revenue to the City.
- c. Development Agreement No. 01-2022 contains a provision for annual review of Developer's compliance with its terms, is limited in duration for thirty (30) years following final permit approvals unless duly extended following negotiations between the City and KBS Holdco, LLC, dba Regency Outdoor Advertising, and specifies the permitted use of the site related to the billboards and provisions for City access to the site when necessary.
- d. The project, as proposed, is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to 15303 (Class 3; New Construction or Conversion of Small Structures).

SECTION 3. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application and set forth herein above, this City Council hereby approves Development Agreement No. 01-2022, attached hereto and by this reference incorporated herein. The Development Agreement is necessary to protect the public health, safety and general welfare and is reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code. Therefore, the City Council hereby approves Development Agreement No. 01-2022 and authorizes its execution and all actions necessary to comply with its terms.

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

SECTION 5. The Chief Deputy City Clerk Shall:

- a. Certify to the adoption of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale; and
- b. Forthwith transmit a certified copy of this Ordinance, by certified mail to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED, AND ADOPTED this 26th day of July 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 771 was duly introduced by the City Council of the City of Irwindale, at a regular meeting held on the 12th day of July 2023, and was duly approved

and adopted on second reading at its regular meeting held on the 26th day of July 2023,
by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

17.72.050 - General standards.

The provisions of this section are in addition to any standards imposed by the development agreement, provided, however, that where any standard imposed by a development agreement, lease or license differ from the general standards set forth in this section, the standards imposed by the development agreement shall apply over the general standards as a matter of public interest.

- A. Sign Face Dimensions. The area of the sign face of a billboard shall not exceed six hundred seventy-five square feet, excluding border, trim, cutouts and other special advertising features or additions and base or apron supports and other structural members.
 - 1. Cutouts and other special advertising features or additions to a sign face shall not exceed in area ten percent of the total sign face dimensions.
 - 2. Three-dimensional design elements shall not extend more than five feet beyond the front of the sign face or sign side.
 - 3. Bidirectional or double-faced signs shall be located on the same structure. For parallel double-faced signs, the distance between sign faces shall not exceed eight feet. For "V-shaped" double-faced signs, the distance between sign faces shall not exceed forty-five feet at their widest point and shall not exceed eight feet at their closest point.
 - 4. Billboard identification signs shall have a minimum character height of two feet.
- B. Structure Design. Each structure shall have no more than two poles, and shall be constructed of noncombustible material.
- C. Height. The overall height of each structure shall not be limited to the maximum height limit of the zone, in which the billboard is located. The height shall not exceed sixty-five feet or, exclusive of cutouts or special additions, measured from the higher of either:
 - 1. The finished grade of the roadway adjacent to the lot on which the structure is located and from which the advertising display is to be viewed; or
 - 2. The finished grade of the base of the sign.
- D. Location. The location of billboards shall be restricted as follows:
 - 1. Structures shall be located only in area immediately adjacent to the I-605 and I-210 freeways that is zoned for commercial, quarry or industrial uses.
 - 2. Structures shall not be located on public property or rights-of-way. No portion of any sign or structure shall located on, project into, beneath, or above the public right-of-way.
 - 3. Maintenance, repair and other related operations shall be operated completely upon the billboard site and shall not use or encroach on any public right-of-way.
 - 4. Structures shall not be located within the setbacks that apply to the zone in which the structure is located.

5. Structures shall not be located within five feet of a building or other structure.
 6. New billboards shall not be located within two thousand five hundred feet of another billboard on the same side of the public right-of-way. Existing billboards may not be replaced unless they are outside of a minimum five hundred foot buffer of another billboard. For purposes of this section, measurements shall be made from the centerline of the support structure if a single pole and from the angle of intersection if a perpendicular (V-shaped) sign. Development agreements for new billboard structures with digital displays may provide for a reduced buffer, but not less than one thousand five hundred feet in due consideration of other public benefits provided in the development agreements, including, but not limited to, the concurrent takedown of existing static displays or digital displays within the city.
 7. When the replacement of a static billboard results in the construction of a new digital display, the new billboard shall not be located within a five hundred foot radius of any existing billboards (static or digital) on the same side of the public right-of-way. For purposes of this section, measurements shall be made from the centerline of the support structure if a single pole and from the angle of intersection if a perpendicular (V-shaped) sign.
- E. Prohibited Signs. The following types of signs shall not be permitted on billboards:
1. Any form of moving, animated, oscillating or rotating sign, or any other design intended to attract attention through movement or the semblance of movement of the whole or any part of the sign or any other method or device that suggests movement;
 2. Inflatable signs (including generator driven/externally powered inflatables);
 3. Flashing signs, containing internally and/or externally illuminated light or other devices which are intermittently on and off, which change in intensity, or which create the illusion of flashing in any manner, except that a digital display may be allowed subject to appropriate standards.
- F. Appearance. No billboard, including its supporting structure and lighting, shall present any hazard to the safety of pedestrian or vehicular traffic by obstructing the flow of such traffic, obstructing the sight lines required for the safe movement of pedestrian or vehicular traffic, interfering with the visibility and effectiveness of any traffic control or warning device, or in any other manner, as determined by the city manager or his designee.
1. Specifications regarding illumination, intermittent messaging, intensity, flashing and/or any other visual transformations shall be detailed in the development agreement.
 2. The images on the digital billboard faces will not change more often than every eight seconds. The images will change instantaneously, with no special effects or video. Any form of moving, animated, oscillating or rotating sign, or any other design intended to

attract attention through movement or the semblance of movement of the whole or any part of the sign or any other method or device that suggests movement is prohibited.

3. All signs shall be designed and maintained to be compatible with the design and materials used in the structure on which the sign is located.
4. No sign face or sign area shall be added to an existing sign unless within a permanent frame or panel indicated for such purpose on approved plans for the total sign structure.
5. All signs shall be maintained in good condition and working order, as determined by the city manager or his designee, and free of graffiti, peeling paint, faded colors and/or broken and damaged materials.

G. General Standards. All billboards must comply with the following standards:

1. Billboard modifications and replacements shall only apply to legal conforming and legal non-conforming signs. Any illegal signs must be removed.
2. The developer shall, at all times, comply with the approvals of the California Department of Transportation Outdoor Advertising Division.
3. The developer shall underground all utilities installed in connection with the billboard, where feasible.

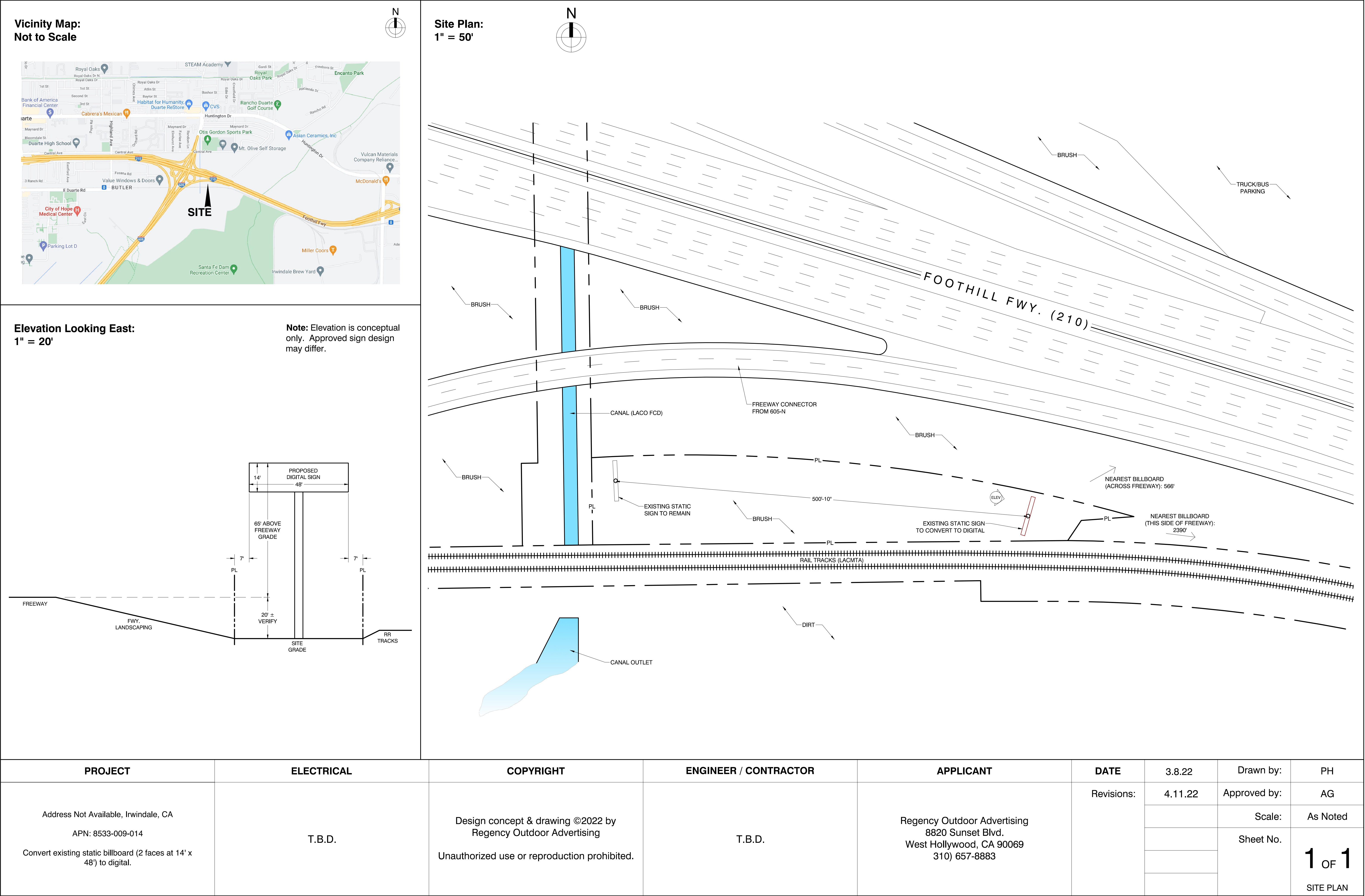
H. Adjacent Landscaping. Where appropriate, the properties upon which billboards are located shall be landscaped to achieve a consistent freeway corridor landscaping theme in accordance with the following guidelines:

1. The landscaping objective is to see the property on which the structure is located landscaped completely along the freeway frontage, or on larger parcels with more than one billboard, a distance determined to be a proportionate share of the property's freeway frontage. Landscaping is not intended to block the view of the structures within their view shed, a distance of one-quarter mile from the sign face.
2. The structures shall be landscaped with a backdrop effect, utilizing fast growing, vertical formed trees, such as California Bay; Fern Pine; Coast Live Oak; or other similar non-invasive species.
3. The structures should be framed with trees of a broad form, such as native oak varieties, or other similar non-invasive species.
4. Sites that are on quarry or landfill properties shall be landscaped with shrubs and trees so as to effectively screen the property from freeway views.
5. The plant materials used for landscaping shall be drought-resistant and irrigated with an automatic drip irrigation system. Irrigation systems may be installed on the surface if a licensed landscape architect establishes a maintenance plan that may allow the irrigation

to be discontinued if the plant materials reach a level of maturity and condition that would permit it without damage to the plant material.

6. Landscape plans shall be accompanied by a photographic view study of the structure; both within its view shed and from a more distant approach to the view shed of the structure. This study shall demonstrate the effectiveness of the proposed landscape plan and its compliance with the preceding provisions.

(Ord. No. 659, § 4, 8-8-12)





HYPERWOLF



JACOBY & MEYERS
EVERY LAWYER
Lawyers in the big league

California Department of Transportation

DIVISION OF TRAFFIC OPERATIONS
P.O. BOX 942873, MS-36 | SACRAMENTO, CA 94273-0001
(916) 654-6473 | TTY 711
www.dot.ca.gov/programs/traffic-operations/oda



May 09, 2023

CERTIFIED NUMBER: 7018-0360-0000-1331-9691

PHILIP BERARDI
Regency Outdoor Advertising
9021 W. SUNSET BLVD
West Hollywood, CA 90069

Re: Outdoor Advertising Preliminary Application Number P07-3580

Dear PHILIP BERARDI:

Thank you for your outdoor advertising preliminary application for an outdoor advertising display comprised of a back to back display to be placed in the County of Los Angeles, adjacent to eastbound Interstate 210, at Post Mile marker 36.639R, and 1100 miles east of East of 605 overpass. A true and correct copy of your preliminary application is enclosed for your reference. The proposed display location is identified as conforming to the requirements of the Outdoor Advertising Act at this time.

Within one year of the above date, if you submit an outdoor advertising application for a state permit, one hundred dollars of the preliminary review fees paid from the Preliminary Review Request shall be credited towards your outdoor advertising application.

If you have any questions, please contact our office at (213) 897-4208.

Sincerely,

A handwritten signature in blue ink, appearing to read 'G. Anzo', written over a horizontal line.

GEORGE ANZO
ODA Permits Manager
Enclosures



**CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT**
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION



Date: June 21, 2023 **Agenda Item No. 4-A**

To: Honorable Chair and Members of the Planning Commission

From: Marilyn Simpson, AICP, Community Development Director

Project Planner: Martin Romero, Planning Technician

Project: Development Agreement No. 01-2022;
I-210 Freeway (Eastbound) & I-605 Freeway (Northbound) – Digital
Billboard Conversion

Applicants: KBS Holdco LLC, dba Regency Outdoor Advertising

Property Owner: KBS Holdco LLC, dba Regency Outdoor Advertising

Project Location: I-210 Freeway (Eastbound) & I-605 Freeway (Northbound) (APN:
8533-009-014)



Staff Recommendation: That the Planning Commission adopt Resolution No. 818(23) recommending to the City Council approval of Development Agreement No. 01-2022 subject to the Conditions of Approval.

REQUEST

The Applicant, KBS Holdco LLC, is requesting approval of a Development Agreement to allow the conversion of a freeway-oriented static billboard into a digital display billboard along Interstate 210 (I-210) Freeway just east of the intersection with Interstate 605 (I-605) Freeway. Per Irwindale Municipal Code (IMC) section 17.72.030, the repair, replacement, or new installation of a static or digital billboard requires the approval of a Development Agreement with appropriate standards and public benefits to be negotiated with the City and complying with all other standards imposed by the IMC.

BACKGROUND

The site is located just south of the eastbound I-210 freeway, east of the intersection with the I-605 freeway, Assessor's Parcel Number 8533-009-014 ("Site"). The Site is currently occupied by two (2) existing static billboards sitting five-hundred feet (500 ft) apart. KBS Holdco LLC, dba Regency Outdoor Advertising, the applicant, currently owns the Site and both billboards.

GENERAL PLAN AND ZONING

The Site is designated in the General Plan as Industrial/Business Park and zoned M-2 (Heavy Manufacturing).

The proposed billboard area is surrounded by the following zones and uses:

Direction	Existing Land Use	Zoning District
North	I-210 Fwy	I-210 Fwy
South	Open Space	A-1, Agricultural
East	I-210 Fwy	I-210 Fwy
West	I-605 Fwy	I-605 Fwy

PROJECT DESCRIPTION/ANALYSIS

The Applicant is proposing to convert an existing static billboard consisting of two (2), 14'-0" x 48'-0" digital panels arranged in a parallel panel configuration having both the east-facing and west-facing panels abutting each other. The proposed Development Agreement (Exhibit A) allows the applicant to either keep the parallel panel configuration or to rearrange the panel configuration into a "V" shaped panel configuration. The digital billboard panels will be placed on the existing support structure and will not increase the height of the existing structure. The digital billboard will have a total height of 85 feet from the ground but will stand no more than 65 feet above the freeway grade.

Key provisions of the Development Agreement include the following:

1. *Annual Development Fee.* Developer will pay Seventy Thousand Dollars (\$70,000.00) to the City of Irwindale per year (representing \$35,000 per Digital Display).
2. *Community Benefit.* Developer will provide advertising space on the Digital Displays to the City free of charge on a space-available basis. Such advertising space shall only be made available for the use of City-related events or agencies.
3. *Prohibited Use.* Developer will not utilize any of the displays on the Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, including, but not limited to, ads such as "Adult Con", vulgar or obscene images or language.
4. *Annual Review.* The City Council will have the right to review this Agreement annually at the Developer's sole cost, on or before the anniversary of the Term, to ascertain the good faith compliance by Developer with the terms of the Agreement ("Annual Review").
5. *Indemnification.* Developer will indemnify the City for any damages or claims related to its construction and operation of the subject billboard.

DEVELOPMENT STANDARDS COMPLIANCE

Pursuant to IMC section 17.72.050, the proposed digital billboard complies with all of the required development standards, including, but not limited to the following (Refer to Exhibit B for a description of all general billboard standards):

A. Sign Face Dimensions.

1. The area of the sign face shall not exceed 675 square feet, excluding border, trim, cutouts and other special advertising features or additions and base or apron supports and other structural members.
2. Cutouts and other special advertising features or additions to a sign face shall not exceed in area 10% of the total sign face dimensions.
3. Three-dimensional design elements shall not extend more than 5 feet beyond the front of the sign face or sign side.
4. Bidirectional or double-faced signs shall be located on the same structure. For parallel double-faced signs, the distance between sign faces shall not exceed 8 feet. For "V-shaped" double-faced signs, the distance between sign faces shall not exceed 45 feet at their widest point and shall not exceed 8 feet at their closest point.
5. Billboard identification signs shall have a minimum character height of two feet.

B. Structure Design. Each structure shall have no more than two poles, and shall be constructed of noncombustible material.

C. *Height.* The height shall not exceed 65 feet or, exclusive of cutouts or special additions, measured from the higher of either:

1. The finished grade of the roadway adjacent to the lot on which the structure is located and from which the advertising display is to be viewed; or
2. the finished grade of the base of the sign.

D. *Location.* The location of billboards shall be restricted as follows:

1. Structures shall be located only in area immediately adjacent to the I-605 and I-210 freeways that is zoned for commercial, quarry or industrial uses.
2. Structures shall not be located on public property or rights-of-way. No portion of any sign or structure shall located on, project into, beneath, or above the public right-of-way.
3. Maintenance, repair and other related operations shall be operated completely upon the billboard site and shall not use or encroach on any public right-of-way.
4. Structures shall not be located within the setbacks that apply to the zone in which the structure is located.
5. Structures shall not be located within 5 feet of a building or other structure.
6. New billboards shall not be located within 2,500 feet of another billboard on the same side of the public right-of-way. Existing billboards may not be replaced unless they are outside of a minimum 500-foot buffer of another billboard. For purposes of this section, measurements shall be made from the centerline of the support structure if a single pole and from the angle of intersection if a perpendicular (V-shaped) sign. Development agreements for new billboard structures with digital displays may provide for a reduced buffer, but not less than 1,500 feet in due consideration of other public benefits provided in the development agreements, including, but not limited to, the concurrent takedown of existing static displays or digital displays within the city.
7. When the replacement of a static billboard results in the construction of a new digital display, the new billboard shall not be located within a 500-foot radius of any existing billboards (static or digital) on the same side of the public right-of-way. For purposes of this section, measurements shall be made from the centerline of the support structure if a single pole and from the angle of intersection if a perpendicular (V-shaped) sign.

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 Project is Categorically Exempt from the provisions of CEQA pursuant to Section 15303 (Class 3; New Construction or Conversion of Small Structures) and no further review is required. Also, the City has determined that this project will not have, either individually or cumulatively, an adverse impact on fish and wildlife resources.

Subject to approval of the project by the City Council based on a recommendation by the Planning Commission, a Notice of Exemption will be filed with the office of the Registrar-Recorder/County Clerk, County of Los Angeles.

RECOMMENDATION

That the Planning Commission adopt Resolution No. 818(23) recommending to the City Council approval of Development Agreement No. 01-2022 subject to the Conditions of Approval.

ATTACHMENTS

- Exhibit A: Resolution No. 818(23) with Development Agreement
- Exhibit B: IMC Section 17.72.050, General (Billboard) Standards
- Exhibit C: Caltrans May 9, 2023 Conformance Letter
- Exhibit D: Site Plan, Elevations, and Photo Simulations

EXHIBIT “A”

RESOLUTION NO. 818(23)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL APPROVE DEVELOPMENT AGREEMENT NO. 01-2022 TO ALLOW FOR THE CONVERSION OF AN EXISTING STATIC BILLBOARD LOCATED AT THE INTERSECTION OF THE I-605 (NORTHBOUND) AND THE I-210 (EASTBOUND) FREEWAYS (APN: 8533-009-014) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO THE CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

- (i) Andrew Goodman, on behalf of KBS Holdco, LLC, dba Regency Outdoor Advertising (the “Applicant”), has made a request for approval of a Development Agreement (Exhibit A) to allow the conversion of an existing static billboard into a digital display billboard along Interstate 210 (I-210) Freeway just east of the intersection with Interstate 605 (I-605) Freeway in Irwindale, APN: 8533-009-014 (“Subject Property”). The proposed billboard conversion will consist of two (2) 14'-0" x 48'-0" digital panels facing east and west bound traffic just south of the I-210 Freeway and east of the I-605 Freeway adjacent to the I-605 off-ramp. The digital billboard panels will be placed on the existing structure and will not increase the height of the existing structure. The digital billboard will have a total height of 85 feet from the ground but will stand no more than 65 feet above the freeway grade.
- (ii) The Subject Property is zoned M-2 (Heavy Manufacturing). Per Irwindale Municipal Code (IMC) section 17.72.030, the repair, replacement, or new installation of a static or digital billboard requires the approval of a Development Agreement with appropriate standards and public benefits to be negotiated with the City and complying with all other standards imposed by the IMC.
- (iii) 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 Project is Categorically Exempt from the provisions of CEQA pursuant to Section 15303 (Class 3; New Construction or Conversion of Small Structures) and no further review is required. Also, the City has determined that this project will not have, either individually or cumulatively, an adverse impact on fish and wildlife resources. Subject to approval of the project by the City Council based on a recommendation by the Planning Commission, a Notice of Exemption will be filed with the office of the Registrar-Recorder/County Clerk, County of Los Angeles.

- (iv) On June 21, 2023, the Planning Commission conducted a duly noticed public hearing, at which time they received a presentation from staff; opened the public hearing and heard testimony from the Applicant and the public; closed the public hearing; and discussed the Proposed Project; and, after discussion and consideration of substantial evidence including the testimony, staff report, and all attachments thereto, approved this Resolution recommending that the City Council approve Development Agreement No. 01-2022.
- (v) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

- (i) The Planning Commission hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct and incorporated herein by this reference.
- (ii) The Planning Commission hereby specifically finds and determines that the project, as proposed, is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to 15303 (Class 3; New Construction or Conversion of Small Structures).
- (iii) Based upon the substantial evidence and conclusions set forth herein above, this Planning Commission hereby recommends to the City Council approval of the Development Agreement subject to the conditions set forth in the Development Agreement attached hereto as Exhibit A and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

The Secretary shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 21st day of June 2023.

Suzanne E. Gomez, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, Secretary

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

I, Marilyn Simpson, AICP, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 21st day of June 2023, by the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Marilyn Simpson, Secretary

Draft Development Agreement

Electronic Payments

Successor Agency

June 2023

June 1 - 30, 2023



Number	Vendor Name	Date	Amount
5919328	2006 TA Ref Prty Bd	6/13/2023	1,812,253.75
5919627	2014 TA Rfdg Pty Bd	6/13/2023	792,675.00
	Report Total:		<u>2,604,928.75</u>