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CITY OF LA VERNE

CITY COUNCIL AGENDA

Don Kendrick, Mayor
Charlie Rosales, Mayor Pro Tem
Robin Carder, Council Member
Muir Davis, Council Member
Tim Hepburn, Council Member



www.cityoflaverne.org
(909) 596-8726 - Phone
(909) 596-8740 - Fax
City Hall Council Chamber
3660 D Street
La Verne, CA 91750

Monday, September 16, 2019 - 6:30 p.m.

City Hall

Council Chambers

3660 D Street, La Verne, CA 91750

Attendance and participation at the City of La Verne Council meetings are welcomed and appreciated. Community engagement provides the City Council with valuable information. Regular Meetings are held on the 1st and 3rd Monday of every month. In compliance with the American Disabilities Act, any person with a disability who requires a modification or accommodation in order to participate in a meeting should contact the City Clerk's Office at (909) 596-8726 at least 48 hours prior to the meeting.

Individuals may contact the City Clerk's Office for guidance on how to request an item to be added to a future Agenda. Materials related to an item on this agenda, submitted to the Council after distribution of the agenda packet, are available for public inspection at the meeting or in the City Clerk's Office during normal business hours.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL:** Council Member Carder, Council Member Davis, Council Member Hepburn, Mayor Pro Tem Rosales and Mayor Kendrick

4. **PRESENTATIONS**

Presentation of Proclamation Declaring the Week of September 9th as National Patriotism Week to honor all of our nation's protectors and heroes, both past and present. In addition, this particular week encompasses the date of September 11th, which has been nationally proclaimed as Patriot's Day. John and Donna Mc Entire, Duarte Elks Lodge, #1427 will be accepting proclamation.

5. **ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS** (Any person who wishes to make a brief announcement of a future community event that is open to the general public may do so at this time)

6. **CONSENT CALENDAR** (All items on the Consent Calendar are considered to be routine and will be enacted by one motion unless a member of the City Council or member of the audience requests separate discussion.)

- a. **Register of Audited Demands** as follows:

- In the amount of \$1,312,813.11, dated August 29, 2019 and
- In the amount of \$180,121.53, dated September 5, 2019

Staff recommends approval of Register of Audited Demands.

- b. **Treasurer's Report** for the month ending July 31, 2019, to be ***received and filed***.

- c. **Active Transportation Appointments** - The City Council recently interviewed five (5) applicants for two remaining Active Transportation Committee (ATC) seats at its adjourned meeting of August 26th. Council consensus immediately following the interviews was to appoint LD Johnson and Tom Skahill to fill the remaining seats on the ATC Committee.

Staff recommends that the City Council appoint both LD Johnson and Tom Skahill to the Active Transportation Committee in accordance with Resolution No. 19-36. The terms of each new committee member will be from September 16, 2019 and extending through June 30, 2021

- d. **Youth & Family Action Committee Appointments** -The bylaws of the Youth and Family Action Committee (YFAC) allow for a five member executive governing board who is appointed by City Council. The committee would like to appoint Denise Fisher as a member of the executive board due to Ernie Dorado deciding not to serve another term, which Denise Fisher will complete.

Staff recommends that the City Council appoint Denise Fisher, a current member and La Verne resident, to the La Verne Youth and Family Action Committee for a two-year term, July 15, 2019 to June 30, 2021.

e. **Resolution (s) passage and adoption recommended, as follows:**

Resolution No. 19-63 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING AN AGREEMENT FOR OPERATIONS OF COMMUNITY ACCESS CHANNEL - ***This agreement would allow the City to spend \$64,000 per year for the University operation of the television station. At the end of each fiscal year the City will determine if equipment purchases are needed to support the Community Access Channel (LTV). The Public, Education, and Government (PEG) funds will be used for this expenditure. Future capital expenditures will be determined by the City on a yearly basis.***

Staff recommends that the City Council approve Resolution No.19-63, authorizing the execution of the attached agreement between the City of La Verne and the University of La Verne for operation of the Community Access Channel (LTV).

7. **OTHER MATTERS**

- a. **Sale of Real Property-Portion of Amherst Well Site Assessor's Number 8666-021-902 and a Portion of 866-021-904** - In accordance with City Council direction and the city's Fiscal Sustainability Plan, staff solicited proposals for the sale of approximately 5.5 undeveloped acres of the city's Amherst property. Five proposals were received with MW Investment Group, LLC submitting the best proposal for a medium density residential project and a \$5.6 million offer for the property.

STAFF RECOMMENDATION:

The City Council should approve Resolution No. 19-65, authorizing the Mayor to execute a purchase agreement initiating sale of the Amherst property.

Resolution No. 19-65 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING A PURCHASE AGREEMENT WITH MW INVESTMENTS, LLC FOR THE SALE OF THE AMHERST PROPERTY.

- b. **Extension of Employment Agreement with City Manager** - The City Council, following the annual evaluation of the City Manager, instructed the City Attorney to prepare an amendment to the employment agreement with Robert T. Russi. That amendment is presented for Council approval.

STAFF RECOMMENDATION:

The City Council should approve the Second Amendment to Employment Agreement with City Manager, as recommended by the City Attorney.

8. **PUBLIC COMMENTS/ORAL COMMUNICATIONS** - This is the time set aside for anyone wishing to address the City Council on items not listed in any other place on the agenda. Under the provisions of the Brown Act, the legislative body is prohibited from talking or engaging in discussion on any item not appearing on the posted agenda. However, your concerns may be referred to staff or set for discussion at a later date. Any person desiring to speak should complete a 'Speaker Card,' located at the podium, and hand it to the Assistant City Clerk. When addressing the Council, please go to the podium and state your name and address for the record. The Mayor reserves the right to place limits on duration of comments.

9. **COUNCIL COMMENTS AND CONFERENCE/MEETING REPORTS** - Each Council Member may address the Council and public on matters of general information and/or concern. This is also the time for Council Members to report on conferences and/or meetings they have attended.

10. **CLOSED SESSION:**

The City Council will meet in closed session for the following purpose (no announcement will be made):

Public Employee Performance Evaluation (Government Code Section 54957)

- Follow up on the Performance Review of the City Attorney.

11. **ADJOURNMENT**

***THE NEXT REGULAR MEETING of the La Verne City Council is
on Monday, October 7, 2019, at 6:30 pm.***

ADVISORY STAFF

____ Robert Russi, City Manager
____ Dan Keeseey, Assistant City Manager/Director of Public Works
____ Robert Kress, City Attorney
____ Lupe Gaeta Estrella, Assistant City Clerk
____ Eric Scherer, Director of Community Development
____ Bill Aguirre, Director of Community Services
____ Nathan Statham, Finance Manager
____ Nick Paz, Police Chief
____ Kirk Summers, Interim Fire Chief
____ Dominic Milano, City Engineer
____ Bill Elftman, Information Services Manager

Posting Statement: On September 10, 2019, a true and correct copy of this Agenda was posted on the bulletin board at La Verne City Hall, 3660 D Street, La Verne, and on the City's website at cityoflaverne.org.

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS

8/29/2019

CHECK NO.	AMOUNT	ISSUED TO
147881	\$ 500.00	CITY OF LAVERNE EMPLOYEE FUND
147882	1,125.00	FIDELITY INVESTMENTS #P0754
147883	1,750.00	CHRISTINA M. RUSSI
147884	32.00	UNITED WAY CAMPAIGN
147885	948.29	WAGeworks INC.
147886	4,057.65	BANK OF AMERICA
147887	375.00	LA VERNE PETTY CASH
147888	253.03	AHMED HASSAN
147889	203.56	AHMED HASSAN
147890	290.00	ALFRED FLORES
147891	100.00	ANDREW SOSA
147892	95.00	AT & T
147893	184.96	MARK BACA
147894	237.98	REBEKAH BIEDERMANN
147895	139,400.00	BONITA UNIFIED SCHOOL DISTRICT
147896	1,271.46	BSN SPORTS, LLC
147897	201.77	CELL BUSINESS EQUIPMENT
147898	1,212.50	RETIRED SENIOR VOL. PATROL INC.
147899	1,000.00	THE COUNSELING TEAM INTERNATIONAL
147900	285.00	CPRS
147901	2,084.72	DE NORA WATER TECHNOLOGIES, INC.
147902	3,220.00	DENNIS WILLIAMS PAINTING
147903	96.00	ESMERALDA RUIZ
147904	1,155.00	ESO SOLUTIONS, INC.
147905	309.42	EWING IRRIGATION PRODUCTS
147906	700.00	FAST & EASY COMMUNICATIONS
147907	161.71	FEDEX
147908	45.83	FRONTIER COMMUNICATIONS
147909	704.64	GENTRY BROTHERS
147910	100.00	HAROLD JACKSON
147911	1,119.36	SEATING RESOURCE
147912	626.49	HOLLIDAY ROCK CO.
147913	123.75	INLAND PACIFIC COATINGS, INC.
147914	826.54	J.G. TUCKER & SON
147915	100.00	JAMES MARINI
147916	30.00	JENNIFER SUN
147917	26.25	JENNIFER SUN
147918	6,840.00	KITTLESon & ASSOCIATES
147919	44.53	DAISEY KOSTECKI
147920	110.00	KYLE WILSON
147921	15.00	KYOCERA DOCUMENT SOLUTIONS WEST
147922	237.68	LA VERNE POLICE DEPARTMENT
147923	4,491.00	LIEBERT CASSIDY WHITMORE
147924	1,523.14	LIFE-ASSIST
147925	105.00	MELODY CRUZ
147926	19.52	OFFICE DEPOT
147927	25,000.00	OLD TOWN LA VERNE BUSINESS ASSN.
147928	400.00	ORANGE COUNTY SHERIFF'S DEPT.
147929	30.00	PACIFIC TELEMAnAGEMENT SERVICES
147930	693.00	TOM PARADA
147931	613.00	RKA
147932	163.00	ROGER KOWALEWSKI
147933	638.65	BERNICE RUBALCABA
147934	119.00	SAFESHRED COMPANY, INC.
147935	100.00	SAN GABRIEL VALLEY WATER ASSN.

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS

8/29/2019

CHECK NO.	AMOUNT	ISSUED TO
147936	64.61	SANDERS LOCK & KEY
147937	44.53	CINDY SEFFER
147938	237.60	SOCIAL VOCATIONAL SERVICES, INC.
147946	62,856.69	SOUTHERN CALIFORNIA EDISON
147947	105.00	SOUTHLAND SHREDDING, INC.
147948	30.00	SYLVIA ONOPA
147949	517.50	THE LIVING DESERT
147950	712,131.49	THREE VALLEYS MUNICIPAL WATER DIST.
147951	811.17	TIME WARNER CABLE
147952	246.38	TK PRINT MANAGEMENT, INC.
147953	20.00	TRI-COUNTY SANDBLASTING, INC.
147954	229.00	TURNOUT MAINTENANCE COMPANY,LLC
147955	80.00	VALERIE E. FRANKLIN-VALDEZ
147956	8,150.00	LAI ENFORCEMENT OPERATIONS
147957	1,717.09	VERIZON WIRELESS
147958	130.10	WALTERS WHOLESALE ELECTRIC CO.
147959	197.98	WAXIE SANITARY SUPPLY
147960	2,234.35	WAYFAIR LLC
147961	1,985.53	APPLIED CONCEPTS, INC.
147962	215.00	SAN BERNARDINO COUNTY SHERIFF DEPT.
2008301	80,883.90	UNITED STATES TREASURY
2008302	24,596.84	STATE OF CALIFORNIA
2008303	1,715.26	STATE DISBURSEMENT BD0005689
2008304	20,346.87	WILMINGTON TRUST COMPANY
2008305	3,361.75	LINCOLN NATIONAL LIFE INSURANCE CO.
2008306	125,204.41	STATE OF CALIFORNIA
2008307	7,864.63	WAGeworks INC
EFT	127.01	ALL STATE POLICE EQUIPMENT CO.
EFT	27.38	COLLEGIATE PRESS
EFT	8,939.82	GREENSCAPE MAINTENANCE SERVICES, INC.
EFT	37,532.78	LSA ASSOCIATES, INC.
EFT	1,500.00	NOBEL SYSTEMS
EFT	2,613.01	WESTERN WATER WORKS
	<u>\$ 1,312,813.11</u>	

IN ACCORDANCE WITH GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT
THIS IS A TRUE AND ACCURATE REGISTER OF AUDITED DEMANDS.



NATHAN STATHAM
FINANCE MANAGER

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS

CHECK NO.	AMOUNT	ISSUED TO
147963	\$ 375.00	KISHA BRENNECKE
147964	591.56	ADAPT CONSULTING, INC.
147965	25,000.00	APPLIED INFORMATION SCIENCES CORP.
147966	748.00	BADGE FRAME
147967	580.00	BEE REMOVERS
147968	12,960.00	CALIFORNIA CONSERVATION CORPS
147969	1,750.00	CALPERS
147970	7,492.00	CARPET TIME, INC.
147971	900.00	CHARTER COMMUNICATIONS
147972	120.45	CLASSIC GRAPHIX
147973	75.14	CM SCHOOL SUPPLY CO.
147974	328.32	CORE & MAIN,LP
147975	192.00	CWEA
147976	2,329.90	DATAPROSE, INC.
147977	220.00	DESIREE MARTINEZ
147978	74.00	SAM DOMINICK
147979	519.77	YVONNE DURAN
147980	107.39	FEDEX
147981	350.00	FOOTHILL COMMUNICATIONS, LLC
147982	75.00	FOOTHILL FIRE PREV. OFFICER'S ASSN.
147983	129.24	FRONTIER COMMUNICATIONS
147984	448.00	ANTHONY GIRON
147985	168.57	GONZALEZ, JOSE
147986	739.29	GORM, INC.
147987	730.71	GRAINGER
147988	199.36	HIRSCH PIPE AND SUPPLY
147989	142.36	HOLLIDAY ROCK CO.
147990	408.44	INLAND VALLEY DAILY BULLETIN
147991	120.00	KAREN REDMON
147992	105.00	KENDALL KARMANN
147993	90.00	LAURA BASCUS
147994	83.20	LIFE-ASSIST
147995	899.95	LOWE'S
147996	1,175.00	MAIN STREET TOURS, INC.
147997	1,530.81	MARK'S AUDIO-VIDEO
147998	637.00	MCLAY SERVICES, INC.
147999	40.18	OFFICE DEPOT
148000	8,420.28	CITY OF POMONA
148001	2,502.60	REGIONAL TAP SERVICE CENTER
148002	115.00	RENE FIMBRES
148004	46,923.24	RKA
148005	157.00	SARA GRANGER
148006	959.50	SIERRA PACIFIC ELEC. CONTRACTING
148008	5,550.48	SOUTHERN CALIFORNIA EDISON
148009	780.68	SPRAGUES, INC.
148010	62.55	SUPERION
148011	459.00	T-MOBILE USA, INC.
148012	203.41	TARPLEY, TONY M.
148013	500.00	CORY THOMPSON
148014	1,131.00	TOTAL NETWORK SOLUTIONS
148015	473.00	UNIVERSAL PORTABLES
148016	2,500.00	LAI ENFORCEMENT OPERATIONS
148017	100.00	LAI ENFORCEMENT OPERATIONS
148018	1,500.00	LAI ENFORCEMENT OPERATIONS
148019	1,000.00	LAI ENFORCEMENT OPERATIONS

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS

9/5/2019

CHECK NO.	AMOUNT	ISSUED TO
148020	100.00	LAI ENFORCEMENT OPERATIONS
148021	200.00	LAI ENFORCEMENT OPERATIONS
148022	3,299.01	VELOCITY EHS
148023	189.15	VISTA PAINT CORPORATION
148024	10.10	WALTERS WHOLESALE ELECTRIC CO.
148025	1,682.73	WASTE MANGEMENT OF SAN GABRIEL
148026	240.89	DUSTIN WHITE BEAR
148027	114.91	XEROX CORPORATION
148028	905.54	2THEGIG ENTERPRISES INC.
EFT	4,326.25	LA VERNE FIRE ASSOCIATION
EFT	2,285.58	LA VERNE POLICE OFFICERS ASSOCIATION
EFT	299.21	ALL STAR FIRE EQUIPMENT INC.
EFT	91.50	AM-TEC TOTAL SECURITY INC.
EFT	570.28	HASA INC.
EFT	3,500.00	HI-WAY SAFETY INC.
EFT	3,105.90	KIDZ LOVE SOCCER
EFT	416.50	CHAE MIERLES
EFT	475.00	PEST OPTIONS INC.
EFT	1,454.65	SUN BADGE CO.
EFT	19,954.74	WEST COAST ARBORISTS, INC.
EFT	1,126.21	WESTERN WATER WORKS
	<u>\$ 180,121.53</u>	

IN ACCORDANCE WITH GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT
THIS IS A TRUE AND ACCURATE REGISTER OF AUDITED DEMANDS.


NATHAN STATHAM
FINANCE MANAGER

City of La Verne Treasurer's Report for the Month Ended July 31st, 2019

Portfolio Summary

- As of July 31, 2019, the market value of the City's investment portfolio totaled \$48,742,494. The City's investment yield to maturity at market increased from 2.07% to 2.08% during the month of July. The weighted average maturity of the portfolio decreased from 410 days on June 30 to 386 days (1.06 years) on July 31.
- During the month of July, the City's total cash and investments decreased by \$3,073,826. The significant cash receipts and disbursements (registers of audited demands) are listed below.

Treasurer's Comments:

1. The City holds funds for L.A. IMPACT in a fiduciary capacity. These funds were previously held in the City's investment account with the Local Agency Investment Fund (LAIF). L.A. IMPACT's Executive Committee approved the opening of a separate LAIF account for L.A. IMPACT. As a result, L.A. IMPACT funds were transferred to the new account. Funds were previously shown on the Portfolio Holdings - Pooled Investment pages of this report. Now that the funds are held in a separate account they are reflected as Fiduciary Funds in the Cash and Investment Balance section below (\$9,092,239). Since this is the first report reflecting this change, a Fiduciary - Increase is reflected below for the full L.A. IMPACT account balance.

2. Cash balances for the City's two mobile home park funds (La Verne Mobile Country Club and Valley Rancho Mobile Home Park) have been added to the Cash and Investment Balance by Fund Portion of this report. These balances reside in separate bank accounts that are separately budgeted and are handled by park management. These balances have been incorporated into this treasurer's report and will be incorporated on an ongoing basis. The fiscal agent balance shown in the Cash and Investment Balance section below pertains to the 1996 Revenue Bonds funding the purchase of La Verne Mobile Country Club and is reflected in the cash and investment total in fund 256. Increased Outstanding Demands was adjusted to for these changes accordingly.

July 2019 Activity

Cash Receipts (\$100,000 and over presented)		Cash Disbursements		Investment Activity	
LA Impact Transfer	\$ 8,505,000	Audited Demands 07/03/19	\$ (1,172,448)	Purchases	\$ -
Sales Tax	415,804	Audited Demands 07/10/19	(2,455,811)	Sales	-
Bond Payment	247,005	Audited Demands 07/17/19	(829,422)	Redemptions	(245,000)
Property Tax	159,720	Audited Demands 07/24/19	(2,119,983)	LAIF - Transfers	(8,505,000)
UUT Pmt - So. Cal Edison	104,510	Audited Demands 07/30/19	(591,508)	LAIF - Interest Reinvestment	-
		Payroll 07/10/19	(477,035)	Fair Market Adjustment	73,195
		Payroll 07/24/19	(486,549)	Total Investing Activity	\$ (8,676,805)
		LA Impact Transfer	(8,505,000)		
All Other Cash Receipts	3,308,802	Previous Demand Payments	536,627		
Total Cash Receipts	\$ 12,740,840	Total Cash Disbursements	\$ (16,101,129)		

Cash and Investment Balance

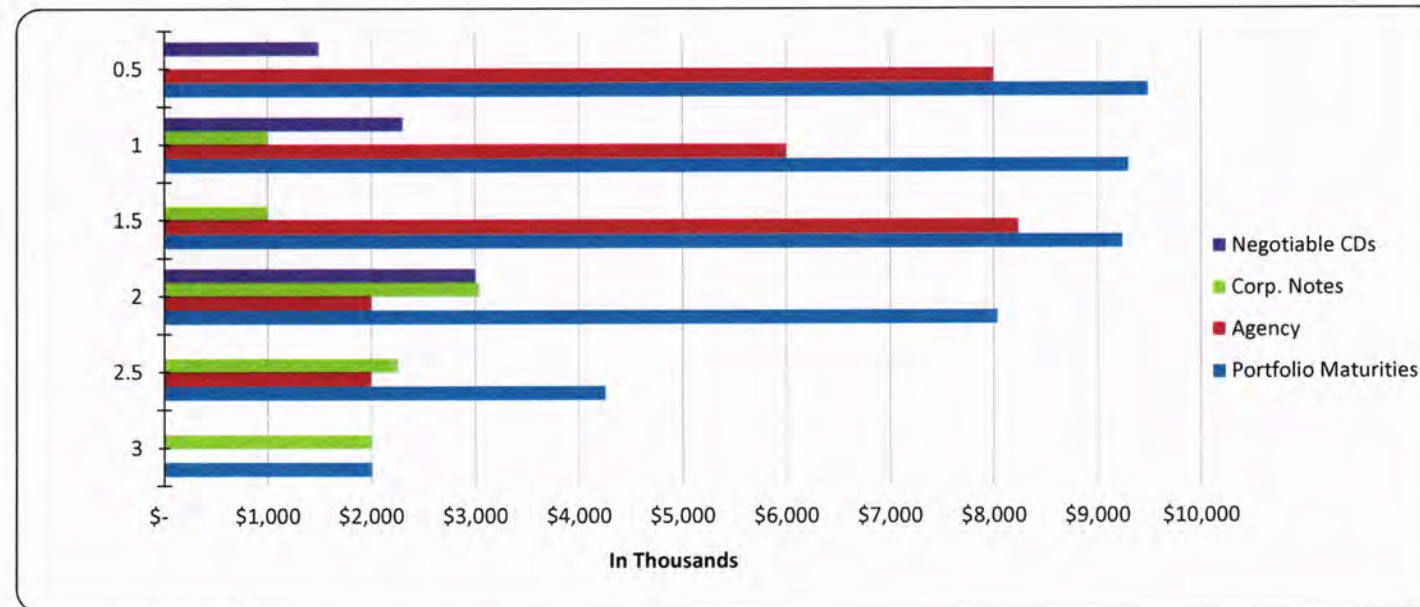
Prior Month to Current Month Ending Balance Reconciliation

June Treasurer's Report		July Activity		City Cash and Investment Balance	
Portfolio Balance	\$ 57,419,299	Cash Receipts	12,740,840	Investment Portfolio	\$ 48,742,494
Demand Deposit Balance	6,235,413	Cash Disbursements	(16,101,129)	Demand Deposits	4,393,734
Fiscal Agent Balance	3,167,104	Increased Outstanding Demands	(463,385)	Less: Outstanding Demands	(1,981,995)
Cash & Investments	66,821,816	Net Investment Activity	(8,676,805)	Treasury Cash & Investments	51,154,233
		Fiscal Agent - Increase	334,413	Fiscal Agent	3,501,517
		Fiduciary - Increase ¹	9,092,239	Fiduciary Funds ¹	9,092,239
		Total Cash & Investments	\$ 63,747,990	Total Cash & Investments	\$ 63,747,990

City of La Verne Treasurer's Report for the Month Ended July 31st, 2019

Portfolio Maturity Schedule (shown at redemption value)

Maturity Range (Years)	Agency Debt Securities	Corporate Notes	Negotiable Certificates of Deposit	Maturity Schedule	LAIF
0.5	\$ 8,000,000	\$ -	\$ 1,490,000	\$ 9,490,000	\$ 6,396,939
1	6,000,000	1,000,000	2,300,000	9,300,000	-
1.5	8,240,000	1,000,000	-	9,240,000	-
2	2,000,000	3,035,000	3,000,000	8,035,000	-
2.5	2,000,000	2,250,000	-	4,250,000	-
3	-	2,000,000	-	2,000,000	-
	<u>\$26,240,000</u>	<u>\$ 9,285,000</u>	<u>\$ 6,790,000</u>	<u>\$ 42,315,000</u>	<u>\$ 6,396,939</u>



Investment Policy Compliance

	Category	% of Portfolio	Policy Limit	Max Maturity	In Compliance with Policy
Agency Debt Securities	\$ 26,240,000	53.9	None	5 years	Yes
Corporate Notes	9,285,000	19.1	30%	5 years	Yes
Negotiable Certificates of Deposit	6,790,000	13.9	None	5 years	Yes
LAIF	6,396,939	13.1	\$65,000,000	N/A	Yes
	<u>\$ 48,711,939</u>				

**City of La Verne Treasurer's Report
for the Month Ended July 31st, 2019**

Cash and Investments Balance by Fund

Fund		Cash and Investments Balance	Fund		Cash and Investments Balance
101	GENERAL FUND	7,053,889	Debt Service Fund		
Special Revenue Funds			326	LOAN REPAYMENT	-
206	GAS TAX	2,362,804	Capital Project Funds		
208	TRAFFIC SAFETY *	-	405	GENERAL CAP. IMP.	1,709,402
215	CDBG*	-	406	ROW MANAGEMENT FUND	3,588,556
216	OPER. & MAINT. CFD 90-1	838,098	407	I/S TECHNOLOGY CAPITAL FUND	72,349
217	EIFD	13,347	410	UNDERGROUND UTILITY	88,039
221	CABLE PUBLIC ACCESS-PEG	106,760	412	PARK DEVELOPMENT	832,740
223	DOWNTN PARKING IN-LIEU	116,004	413	YOUTH SPORTS CIP	242,055
226	AFFORDABLE HOUSING FUND	1,199,894	419	STORM DRAIN DIST.	1,306,443
229	LV HOUSING SUCCESSOR	335,570	Enterprise Funds		
231	ASSET FORFEITURE FUND	4,427,342	502	WATER	2,371,593
232	LACMTA - PROPOSITION A	497,024	507	WATER CAP. IMP.	3,604,994
234	LACMTA - PROPOSITION C	1,026,942	519	MIRAMAR DEBT SERVICE	5,315,108
235	LACMTA - MEASURE R	720,273	530	SEWER	1,322,919
236	LACMTA - MEASURE M	2,000	531	SEWER CAPITAL IMP.	6,714,877
240	PROP 172 PUBLIC SAFETY	74,548	624	EQUIPMENT FUND	99,632
241	SUPPLEMENTAL LAW ENF SERV	81,749	625	RISK MANAGEMENT*	-
243	AB2766 MOBILE SRC AIR POL	494,005	Custodial Funds (fiduciary in nature)		
244	PUBLIC SAFETY EQUIPMENT FUND	650,784	713	TRUST & AGENCY	425,290
245	DNTWN. BUS. IMP. DIST.	169,977	730	REDEV OBLIGATION RETIREMENT	432,728
246	MAINTENANCE DIST.	636,441	758	L. A. IMPACT	2,658,636
250	FIRE EQUIPMENT REPLACEMENT	1,730,939	759	L. A. IMPACT - ASSET FORFEITURE	6,433,603
252	LARGE BLDG CFD FUND	183,232			
256 ²	LA VERNE MOBILE COUNTRY CLUB	3,590,360			
257 ²	VALLEY RANCHO MHP	217,044			
299	MISCELLANEOUS GRANTS*	-			
			Total Treasury Cash & Investments		<u>\$ 63,747,990</u>

* Funds currently showing a negative cash balance due to unreimbursed costs are shown as if the applicable due to/from other funds balances were posted in the General Fund. Negative cash balances totaled \$2,890,466

Note: the above balances represent cash and investment balances in the respective funds, not the respective financial statement fund balances.

**City of La Verne Treasurer's Report
for the Month Ended July 31st, 2019
Portfolio Holdings - Pooled Investments**

Purchase Cost	Market Value	Investment Institution	Description	Doc. I.D.	Investment Date	Maturity Date	Yield to Maturity
\$6,396,939	\$6,407,889	California State Treasurer	LAIF	9819439	Various	8/1/2019	2.400
\$245,000	\$244,978	Vining Sparks IBG, LP	Goldman Sach Bank USA CD	38148PMN4	8/9/2017	8/9/2019	1.700
\$245,000	\$244,958	Securities America, Inc.	Oriental Bank CD	68621KBF7	8/11/2017	8/19/2019	1.700
\$2,000,000	\$1,997,920	Securities America, Inc.	FHLB Note	3130A6GD3	9/25/2015	9/25/2019	1.502
\$2,000,000	\$1,995,480	Hilltop Securities, Inc.	FFCB Note	3133EFKY2	10/28/2015	10/28/2019	1.363
\$2,000,000	\$1,996,240	Securities America, Inc.	FHLB Note	3130A6NA1	10/29/2015	10/29/2019	1.403
\$1,000,000	\$1,002,000	Multi Bank Securities, Inc	TCF National Bank CD	8722784J2	6/12/2018	12/20/2019	2.495
\$2,000,000	\$1,994,600	Piper Jaffray	FHLMC Note	3134GAZY3	12/30/2016	12/30/2019	1.504
\$2,000,000	\$1,990,920	Hilltop Securities, Inc.	FFCB Note	3133EFZT7	2/26/2016	2/24/2020	1.406
\$989,078	\$999,090	Hilltop Securities, Inc.	HSBC USA Inc.	40428HPR7	6/11/2018	3/5/2020	2.352
\$2,000,000	\$1,988,720	Hilltop Securities, Inc.	FHLB Note	3130A7ZT5	5/18/2016	5/18/2020	1.408
\$2,000,000	\$1,990,940	Securities America, Inc.	FHLB Note	3130AA3Z9	12/15/2016	6/15/2020	1.507
\$1,300,000	\$1,309,191	Time Value Investments	Morgan Stanley CD	61747M2N0	6/11/2018	6/15/2020	2.780
\$1,000,000	\$1,007,220	Hilltop Securities, Inc.	Enterprise Bank CD	29367SHX5	6/8/2018	6/22/2020	2.780
\$2,000,000	\$1,983,860	Piper Jaffray	FHLMC Note	3134GABM5	8/30/2016	8/28/2020	1.311
\$2,000,000	\$1,984,500	Hilltop Securities, Inc.	FFCB Note	3133EGXX8	10/13/2016	10/13/2020	1.351
\$2,000,000	\$1,979,280	Multi Bank Securities, Inc	FFCB Note	3133EGEU5	6/14/2016	12/14/2020	1.556
\$1,035,700	\$1,028,380	Multi Bank Securities, Inc	General Electric Cap. Corp.	36962G4Y7	6/13/2018	1/7/2021	4.497
\$2,000,000	\$1,994,420	Multi Bank Securities, Inc	FHLB	3130A6XY8	1/27/2016	1/27/2021	2.006
\$240,000	\$237,180	Hilltop Securities, Inc.	FHLB Note	3130A7CL7	2/26/2016	2/26/2021	1.710
\$998,150	\$1,015,480	Multi Bank Securities, Inc	General Dynamics	369550BE7	6/13/2018	5/11/2021	2.954
\$1,035,000	\$1,037,670	Multi Bank Securities, Inc	Blackrock INC	09247XAH4	6/13/2018	5/24/2021	4.096
\$2,000,000	\$1,989,740	Hilltop Securities, Inc.	FFCB Note	3133EGDH5	6/2/2016	6/2/2021	1.699
\$1,000,000	\$1,017,090	Time Value Investments	American Express CD	02589AAC6	6/5/2018	6/7/2021	2.950
\$1,000,000	\$1,017,090	Time Value Investments	Citibank NA CD	17312QM63	6/6/2018	6/7/2021	2.950

Portfolio Holdings - Pooled Investments

Purchase Cost	Market Value	Investment Institution	Description	Doc. I.D.	Investment Date	Maturity Date	Yield to Maturity
\$1,000,000	\$1,017,260	Hilltop Securities, Inc.	BMW Bank NA CD	05580ANA8	6/8/2018	6/15/2021	2.949
\$959,592	\$989,970	Time Value Investments	Microsoft Corp	594918BP8	6/11/2018	8/8/2021	1.566
\$1,206,124	\$1,240,588	Time Value Investments	Oracle Corp.	68389XBK0	6/11/2018	9/15/2021	1.914
\$2,000,000	\$1,999,340	Hilltop Securities, Inc.	FHLB Note	3130AABB3	12/21/2016	12/22/2021	2.001
\$988,280	\$1,007,870	Multi Bank Securities, Inc	US Bancorp	91159HHP8	5/31/2018	1/24/2022	2.605
\$992,240	\$1,015,740	Multi Bank Securities, Inc	TD Ameritrade	87236YAE8	5/31/2018	4/1/2022	2.904
\$994,460	\$1,016,890	Multi Bank Securities, Inc	Qualcomm Inc.	747525AE3	5/31/2018	5/20/2022	2.950
\$48,625,563	\$48,742,494	Total Pooled Investments					

I hereby certify that the investment activity for this reporting period conforms with the current investment policy as set forth in Resolution No. 06-04. Per government code requirements, there are adequate funds available to meet the City of La Verne's budgeted and actual expenditures for the next six months.



Ronald L. Clark
CITY TREASURER

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Agenda Report

CITY OF LA VERNE

Public Works Department

DATE: September 16, 2019

TO: Honorable Mayor and City Council

FROM: Daniel W. Keesey, Assistant City Manager/Public Works Director 

SUBJECT: Active Transportation Committee (ATC) Appointments

AGENDA SUMMARY

The City Council recently interviewed five (5) applicants for two remaining Active Transportation Committee (ATC) seats at its adjourned meeting of August 26th. Council consensus immediately following the interviews was to appoint LD Johnson and Tom Skahill to fill the remaining seats on the ATC Committee.

RECOMMENDATION

Staff recommends that the City Council appoint both LD Johnson and Tom Skahill to the Active Transportation Committee in accordance with Resolution No. 19-36. The terms of each new committee member will be from September 16, 2019 and extending through June 30, 2021.

BACKGROUND

At its June 17, 2019 meeting, the City Council established the Active Transportation Committee (ATC) via its approval of Resolution No. 19-36. The ATC's role is to increase public awareness and engagement in transportation projects, improve safe paths of travel for all modes of transportation, and aid in prioritization of project improvements. The ATC consists of two council members, two staff members, and five members of the community appointed by the City Council. The Council previously acted to appoint Councilmembers Hepburn and Davis as well as the three remaining public members of the ad hoc committee tasked with reviewing development of an active transportation plan. They include Lisa Grater, Matt Hawkesworth, and Doug Strange, whose initial appointments are through June 30, 2023. A staff representative from both the police (Police Chief) and public works (Deputy Director) departments will also sit on the committee.

With two additional seats to be filled, the City Council invited recent planning commission candidates to interview. Public interest from the community was solicited through the city's website posting. Six applications were received with five candidates accepting an interview. The City Council conducted interviews on August 26 and the consensus of the Council was to appoint LD Johnson and Tom Skahill to the remaining seats. If appointed, Mr. Johnson's and Mr. Skahill's terms would be through June 30, 2021, after which time they would be eligible for reappointment by the City Council.

The initial meeting of the ATC is expected to occur in October once the committee is constituted.

C:\Users\dkeesey\Documents\DWK\Reports\RPTCC re ATP Appointments.docx

Attachment: Resolution No. 19-36

RESOLUTION NO. 19-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, CREATING AN ACTIVE TRANSPORTATION COMMITTEE

WHEREAS, in 2017 an Active Transportation working group was formed with four (4) La Verne residents to aid in the efforts of the creation of an Active Transportation Plan; and

WHEREAS, in 2017 the City Council adopted a Complete Streets Policy to be a guide in creating a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways for safe and convenient travel in a manner that is suitable to the rural, suburban, or urban context of the general plan; and

WHEREAS, in 2018 the City hired Kittelson & Associates, Inc. to create a comprehensive Active Transportation Plan for the City of La Verne; and

WHEREAS, the City Council had a desire to see that all projects and activities are in compliance with the Active Transportation efforts; and

WHEREAS, Active Transportation includes pedestrians, bicyclists, and transit users of all ages and abilities. The goal of the Active Transportation Committee is to ensure roadways enable safe, attractive, comfortable, and independent access and travel for all active transportation uses and motorists.; and

WHEREAS, the City of La Verne is committed to increasing safe, attractive, comfortable, and independent access and travel for the City of La Verne community, utilizing Complete Streets principles and practices; and

WHEREAS, forming an Active Transportation Committee establishes a community body to help facilitate policies to create multi-modal transportation options in the City of La Verne that enable safe, attractive, comfortable, and independent access and travel for people who walk, ride bicycles, drive, and use transit; provide staff with recommendations for pragmatic and specific user solutions; and serve as a conduit for community input; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LA VERNE, AS FOLLOWS:

Section 1. The City Council of the City of La Verne hereby approves the formation of an Active Transportation Committee with, duties, structure, and membership as outlined in Exhibit A attached hereto and incorporated herein by this reference.

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EXHIBIT A

ACTIVE TRANSPORTATION COMMITTEE DUTIES, STRUCTURE, AND MEMBERSHIP

ACTIVE TRANSPORTATION

Active Transportation includes pedestrians, bicyclists, and transit users of all ages and abilities. The goal of the Active Transportation Committee (Committee) is to ensure roadways enable safe, attractive, comfortable, and independent access and travel for all active transportation uses and motorists.

MISSION OF THE COMMITTEE

Increase safe, attractive, comfortable, and independent access and travel for the La Verne community, utilizing best management principles and practices associated with mobility, complete streets and applicable State and Federal Traffic Safety Guidelines.

VISION

Create multi-modal transportation options that enable safe, attractive, comfortable, and independent access and travel for pedestrians, bicyclists, and motorists of all ages and abilities.

FOCUS

The Committee will serve as a platform and a conduit for community engagement and input as it relates to described user groups. The Committee will also be expected to provide recommendations for pragmatic and specific user solutions.

ROLE

Increase public awareness and engagement, improve safe paths of travel for all modes of transportation, and aid in prioritization of project improvements.

DUTIES

The Committee is not a decision making, but is a recommending body.

The Committee will:

- Conduct an annual review of the Complete Streets policy
- Prioritize recommendations of the Active Transportation Element
- Improve safety for people walking and riding bicycles
- Identify and prioritize transportation related grants
- Educate the public and reach out to the community
- Identify opportunities for improving mobility
- Review applicable projects and plans for Complete Streets criteria.
- Keep staff advised of current issues and opportunities
- Review and provide input regarding traffic and traffic enforcement issues
- Ensure best management practices for Safe Routes to Schools are being considered

Active Transportation Committee Formation
June 17, 2019

MEMBERSHIP

The Committee shall be comprised of seven (9) members, appointed by the City Council, who are qualified either by experience or by demonstrated interest in the practices, policies, and applications of Active Transportation. The Committee shall consist of three (5) La Verne residents, two (2) City Council Members, and two (2) members of staff. Council will appoint members who individually or collectively represent the values, needs, and concerns of all users of the City's roadways and transportation network system including people who walk, ride bicycles and other mobility devices, and drive, and including users of all ages and abilities. All members will have the right to vote on all submitted motions at meetings. Members of the Committee will serve without compensation.

TERMS OF MEMBERS

The term of office of each member of the Committee appointed shall be four (4) years. Members will continue to serve until their successors are appointed. In the event of a vacancy, a successor will be appointed by City Council for the remainder of the term. Members may serve a maximum of two (2), four (4) year terms.

OFFICERS AND DUTIES

The Committee will elect one of its members to serve as chairperson, and one to serve as vice chairperson. The chairperson will preside at all meetings, submit all motions for vote, interface with the City staff liaison, and in general carry out all activities ordinarily required of a committee chairperson. The vice chairperson will assume and perform the duties of the chairperson during his/ her absence.

MEETINGS

Regular meetings of the Committee will generally be held once per quarter, but may be scheduled less frequently when appropriate as determined by the chairperson and City staff. Additional "special sessions" may be held as required. Quorum must be met. All meetings are open to the public and governed by the provisions of the Ralph M. Brown Act, Government code Section 54950, et seq., and by all procedures relating to boards, committees, and commissions. Staff resources to support meetings include two staff member who attends meetings and serves as staff liaison, and one staff member who attends meetings and prepares meeting packets, agendas, and action minutes.

TECHNICAL AND PROFESSIONAL ADVICE OR SERVICE

The Committee will have available to it, as appropriate, the services of City staff including engineering and planning professionals who may be asked to attend a meeting to provide technical advice and services. This is subject to financial constraints and staff members' engagement in other public duties.

PROGRESS REPORTS

In January of each year the Committee will present a formal status report to City Council, including a written report of progress and accomplishments during the prior year, and objectives for the following year. Progress report updates will include information pertaining to each user type, including people of all ages and abilities who walk, ride bicycles, use transit, and drive.

Active Transportation Committee Formation
June 17, 2019

Specific policy recommendations will not be included in progress reports but will instead be addressed separately, although general policy direction may be referenced or discussed. City Council may provide broad or specific direction to the Committee during progress report presentations, at Council's sole discretion.

RECOMMENDATIONS TO COUNCIL

At times, the Committee may forward policy recommendations to City Council, following consideration and recommendation by City staff and/ or the Planning Commission. Policy recommendations will be structured as vision and goal statements providing broad direction.

Agenda Report

City of La Verne

Approved by City Council at its meeting of

June 17, 2019

DATE: June 17, 2019

TO: Honorable Mayor and City Council

FROM: Bob Russi, City Manager

SUBJECT: Formation of an Active Transportation Committee

AGENDA SUMMARY

Per the direction given by the City Council following the March 18, 2019 study session staff is forwarding Resolution 19-36, to City Council for the purpose of forming an Active Transportation Committee. The nine-member committee's main focus will be to ensure roadways enable safe, attractive, comfortable, and independent access and travel for all active transportation uses and motorists.

RECOMMENDATION

It is recommended that the City Council

- 1) Approve Resolution Number 19-36, along with the attached Exhibit A, approving the formation of an Active Transportation Committee;
- 2) Approve Resolution Number 19-37, approving the amended list of conflict of interest code.
- 3) Fill the public positions as discussed in the staff report.

BACKGROUND

In 2017, the Community Development Department formed an Active Transportation working group consisting of four (4) La Verne residents to aid in the efforts of the creation of an Active Transportation Plan. The City Council also adopted a Complete Streets Policy to be a guide in creating a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways for safe and convenient travel in a manner that is suitable to the rural, suburban, or urban context of the general plan. In 2018, the City hired Kittelson & Associates, Inc. to create a comprehensive Active Transportation Plan.

The City Council had expressed a desire to see that all projects and activities are in compliance with the Active Transportation efforts including pedestrians, bicyclists, and transit users of all ages and abilities. The City is committed to increasing safe, attractive, comfortable, and independent access and travel for the City of La Verne community, utilizing Complete Streets principles and practices

At the March 18, 2019 council study session, staff presented an outline of the committee, its purpose, and potential make up. At that time, council directed staff to move forward with the

Active Transportation Committee Formation
June 17, 2019

formation of an Active Transportation Committee. As such, the attached resolutions have been drafted to fulfill that request.

This resolution will establish a 9-member committee that will help facilitate policies to create multi-modal transportation options in the City of La Verne. The goal of the committee will be to enable safe, attractive, comfortable, and independent access and travel for people who walk, ride bicycles, drive, and use transit; provide staff with recommendations for solutions; and serve as a conduit for community input.

Some of the tasks that fall under the committee's scope include: annual review of the City's Complete Streets policy and applicable projects to ensure compliance, prioritizing recommendations of the Active Transportation Element, provide input regarding traffic and traffic enforcement issues. Exhibit A is also attached with more details related to the operation, formation, and duties of the Active Transportation Committee.

The resolution also proposes the committee be constituted as follows: 2 members of the City Council, 2 members of staff (1-from public works and 1-from police), 5 members of the public. While it is anticipated that the city staff members will be assigned by the City Manager, as it pertains to the members of the public it is suggested that the 3 resident members of the active transportation working group be selected to serve in that capacity. As for the remaining 2 residents, City Council is recommended to advertise for the open positions, gather interest from current La Verne residents, and appoint members based on their qualifications/interest. As for the City Council appointees, staff would ask council to provide direction on who will serve as those representatives.

If Council concurs with staff's recommendation, it is anticipated that the committee's first meeting could be held by late July or August.

Also included as part of this request, if the formation of the Active Transportation Committee is approved, is an update to include the "Active Transportation Committee" to the standardized conflict of interest code for designated employees of the City of La Verne.

Respectfully submitted,


Candice Bowcock, Principal Planner

Attachment: Resolution Number 19-36 and 19-37
Exhibit A

Agenda Report

CITY OF LA VERNE

Community Services Department

DATE: September 16, 2019
TO: Honorable Mayor and Council Members
FROM: Bill Aguirre, Community Services Director 
SUBJECT: Youth and Family Action Committee Executive Board Appointment

Agenda Summary

The bylaws of the Youth and Family Action Committee (YFAC) allow for a five member executive governing board who is appointed by City Council. The committee would like to appoint Denise Fisher as a member of the executive board due to Ernie Dorado deciding not to serve another term, which Denise Fisher will complete.

Recommendation

Staff recommends that the City Council appoint Denise Fisher, a current member and La Verne resident, to the La Verne Youth and Family Action Committee for a two-year term, July 15, 2019 to June 30, 2021.

Background

The Youth and Family Action Committee is a formal committee of the City, comprised of representatives from private agencies, non-profit organizations, La Verne Police Department, Bonita Unified School District, City staff, and citizens. The committee's focal point is to address challenges that confront our youth before growing into a greater concern.

Respectfully submitted by: Yvonne Duran, Recreation Coordinator

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Agenda Report

CITY OF LA VERNE

Community Services

Date: September 16, 2019

To: Honorable Mayor and City Council Members

From: Bill Aguirre, Community Services Director 

Subject: Approval of Resolution no.19-63 and Agreement for Operations of Community Access Channel (LVTv)

Agenda Summary

Staff is recommending a new five-year agreement with the University of La Verne for the operation of the Community Access Channel (LVTv). This agreement would allow the City to spend \$64,000 per year for the University operation of the television station. At the end of each fiscal year the City will determine if equipment purchases are needed to support the Community Access Channel (LVTv). The Public, Education, and Government (PEG) funds will be used for this expenditure. Future capital expenditures will be determined by the City on a yearly basis.

Recommendation

Staff recommends that the City Council approve Resolution no.19-63, authorizing the execution of the attached agreement between the City of La Verne and the University of La Verne for operation of the Community Access Channel (LVTv).

Background

For the past 25 years the City has partnered with the University to coordinate activities for the Community Access Channel (LVTv). During this time, the City and the University have amended agreements due to availability of funds.

The Public, Education, and Government (PEG) fees are funds the City receives from video service providers offering services in the community (currently Verizon Fios and Time Warner). Per the state franchise agreement, these fees are calculated at one percent of gross receipts. These fees can only be used in support of producing Community Access Television programming.

Prior to the City making cuts to balance its budget, the City used the General Fund to subsidize the LVTv contract for station operations. As such, for the last three years the University has subsidized the station operations. The University can no longer subsidize the LVTv station operations and therefore is requesting an increase in funding.

Currently there is \$64,000 budgeted for the first year of this five-year agreement. All monies provided from the City will be through PEG funding with no subsidy from the City.

At the end of each fiscal year, the City will determine if funds are available and whether equipment purchases are needed. Such requests would require additional City Council approval.

Respectfully submitted by: _____

RESOLUTION NO. 19-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING EXECUTION OF AN AGREEMENT WITH UNIVERSITY OF LA VERNE REGARDING CONTINUED OPERATION OF THE LA VERNE CABLE TELEVISION COMMUNITY ACCESS CHANNEL, LVTV

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA VERNE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Manager and Assistant City Clerk are hereby authorized to execute an Agreement with University of La Verne regarding continued operation of the La Verne cable television community access channel, LVTV and

Section 2. The Mayor shall sign and the Assistant City Clerk shall certify to the passage and adoption of this Resolution and thereupon the same shall take effect and be in force.

PASSED, APPROVED AND ADOPTED this 16th day of September, 2019.

Don Kendrick, Mayor

ATTEST:

Lupe Gaeta Estrella, Assistant City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LA VERNE)

I, Lupe Gaeta Estrella, Assistant City Clerk of the City of La Verne, Do HEREBY CERTIFY that **Resolution No. 19-63**, was duly passed and adopted by the said City Council at a regular meeting of the said Council held on the **16th day of September, 2019**, and passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Lupe Gaeta Estrella, Assistant City Clerk

AGREEMENT

AN AGREEMENT BETWEEN THE CITY OF LA VERNE AND THE UNIVERSITY OF LA VERNE REGARDING CONTINUED OPERATION OF THE LA VERNE COMMUNITY ACCESS CHANNEL, LVTV.

THIS AGREEMENT is entered into by and between the City of La Verne, hereinafter referred to as "City" and the University of La Verne, hereinafter referred to as "University."

RECITALS

WHEREAS, a community access channel known as LVTV is available for local public, educational and governmental programming; and

WHEREAS, since 1994, LVTV has been operated by the University of La Verne through a contractual agreement with the City; and

WHEREAS, the operation of a community access channel entails considerable television production and promotion activity which requires specialized technical expertise, human resources and equipment; and

WHEREAS, the University possesses the necessary specialized technical expertise and human resources for the operation of an active television production program; and

WHEREAS, it is in the best interest of the City and the University to continue to pool resources to maximize public utilization of the community access channel and video franchise related educational opportunities;

NOW, THEREFORE, the City and the University desire to continue an existing partnership through this renewal agreement setting forth the terms and conditions for the operation of La Verne's community access channel.

I. STATEMENT OF PURPOSE

LVTV is a cable television community access channel for dissemination of public, educational and governmental programming by La Verne residents and community based organizations. The purpose of community access television is to provide an outlet for free expression of information and ideas by residents, community-based organizations and the City to members of the citizenry who are video service subscribers.

II. DEFINITIONS

1. AYSO: American Youth Soccer Organization
2. BHS: Bonita High School
3. DIVCA: Digital Infrastructure and Video Competition Act of 2006
4. LVTV: La Verne Television
5. PEG: Public, Educational, and Governmental access channels

III. OBLIGATIONS OF THE UNIVERSITY OF LA VERNE

The parties acknowledge and agree that the University shall perform the following functions consistent with and only to the extent it receives funding from the City as outlined in this agreement.

1. **Employment of Key Personnel.** The University will employ one-half part-time Video Production Assistant, a part-time Station Manager, and a part-time Video Production Specialist.
2. **Duties of University's Community Access Coordinator/Producer.**
 - a. Coordinate, encourage and facilitate community access activities during a flexible work schedule that extends into the evening hours with regular, studio hours at the University studio.
 - b. Update community access rules, subject to approval by the City Council to encourage citizen participation and use of LVTV community access resources. Such access rules will entitle community producers to broadcast locally produced program that does not fall into one of the legally prohibited categories; i.e., obscenity, slander, commercial advertising or that which incites violence.
 - c. Purchase, store and maintain security of community access equipment and supplies inventory. Community access equipment and supplies will be made available to users upon request.
 - d. Record and broadcast events and programs at Bonita High School, Ramona Middle School and the four elementary schools. Additional events that expect large attendance or large community interest will be covered to the extent that resources are available to LVTV.
 - e. Produce up to eight (8) community programs per year as requested or authorized by the City, e.g., Mayor's State of the City, City Council Candidate Forum, Concerts in the Park, 4th of July parade, Smudge Pot football game, BHS choral concerts, Little League playoffs, AYSO championship games, etc.
 - f. Provide LVTV channel information on the internet with links to the City's web site that provides easy access to programming schedules, community access resources and other community information of interest to residents.

3. **Other Functions to be Performed.** In addition to above listed duties to be performed by the Community Access Coordinator/Producer, the University shall perform the following functions:
 - a. Perform daily casting playout function between the hours of 4:00 p.m. and 10:00 p.m., throughout the year.
 - b. Operate and maintain the LVTv Channel community message board.
 - c. Develop and distribute the LVTv Channel programming schedule on the community message board.
 - d. Maintain an up-to-date inventory listing of all publicly owned LVTv equipment and supplies. Publicly owned equipment and supplies are any items that have been purchased with DIVCA funds. Submit list to City by September 1 annually.
 - e. Prepare an annual report of LVTv operations by August 15 of each year.
 - f. Prepare an annual fiscal year budget for operation of LVTv Channel and related community access programs by April 1 of each year for review by City staff and approval by the City Council.
 - g. Acquire technical equipment for the operation of the community access channel.

IV. OBLIGATIONS OF THE CITY OF LA VERNE

1. The City shall pay the University, on a semi-annual basis, a total of \$64,000 for programming and access.
2. At the end of each fiscal year the City and the University will converse and decide how funds may be utilized for equipment needs.
3. **Community Message Board and Computer System.** The City will maintain, and replace if needed, the computer system used to operate LVTv channel and its community message board. Additionally, the City and LVTv staff will explore funding for a new playout system, which may include a lease purchase option and funding through alternative sources in exchange for added programming.

V. INDEMNIFICATION

University shall indemnify and save harmless City, its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of City, and shall defend, indemnify and save harmless City, its officers, and employees, from and against any

and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, workers' compensation claims, and claims regarding unauthorized use of intellectual property, resulting from or arising out of the negligent acts, errors or omissions of University, its employees or subcontractors.

City shall indemnify and save harmless University, its officers and employees, from and against any and all damages to property or injuries to or death of any person or person, including property and employees or agents of University, and shall defend, indemnify and save harmless University, its officers, and employees, from and against any and all claims, demands, suits, actions or proceedings of any kind of nature, including, but not by way of limitation, workers' compensation claims, and claims regarding unauthorized use of intellectual property, resulting from or arising out of the negligent acts, intentional acts, errors or omissions of City, its employees or subcontractors.

VI. INSURANCE

The University will, during the life of this Agreement, maintain a comprehensive policy of combined single limit general liability insurance with minimum coverage limits of \$1,000,000 per occurrence for bodily injury, personal injury, property damage and automobile liability. The University will annually provide the City with a certificate or insurance naming the City, its elected or appointed officials, employees and volunteers as additional insureds.

The University also agrees to maintain, at its own cost and expense Workers' Compensation insurance in amounts required by State law.

VII. NOTICE

Any notice, demand, request, consent, approval designation, or other communication which either party is required to, desires to give or make or communicate to the other party, shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, at the following addresses:

CITY: City of La Verne
Attn: City Manager
3660 "D" Street
La Verne, CA 91750

UNIVERSITY: University of La Verne
Attn: Vice President of HR, IT, Facilities & Safety
1950 Third Street
La Verne, CA 91750

VIII. DISPUTE RESOLUTION

- A. If, from time to time, disputes arise which are not resolved through the efforts of the University's and City's representatives, then it is the intent of the parties to this agreement, to provide the following procedure to resolve disputes relative to items of interpretation of the provisions of this agreement. In the event of such a dispute, the City Manager and the Vice President of HR, IT, Facilities & Safety shall meet to discuss the issues in an effort to resolve the dispute.
- B. All unresolved disputes, claims, or other matters in question arising out of or relating to this agreement or breach thereof may ultimately be decided by means of legal action provided by California State law. Any attorney's fees and associated costs arising from such legal action shall be paid by the unsuccessful party or parties.

IX. TERM

This agreement shall be in effect for a period of five years through September 3, 2024 with an additional two year extension through September 3, 2026, unless written notice of termination is served by either party at least ninety (90) days prior to the beginning of the two-year extension period. This Agreement may be terminated during the term of the Agreement upon ninety (90) days written notice from either party, with or without cause.

CITY OF LA VERNE

Date: _____

By: _____
Don Kendrick, Mayor

UNIVERSITY OF LA VERNE

Date: _____

By: _____
Devorah Lieberman, President

ATTEST:

Lupe Estrella, Assistant City Clerk

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Staff Report

CITY OF LA VERNE

Public Works Department

DATE: September 16, 2019

TO: Honorable Mayor and City Council

FROM: Daniel W. Keeseey, Assistant City Manager/Director of Public Works 

SUBJECT: Sale of Real Property – Portion of Amherst Well Site
Assessor's Number 8666-021-902 and a Portion of 8666-021-904

Agenda Summary

In accordance with City Council direction and the city's Fiscal Sustainability Plan, staff solicited proposals for the sale of approximately 5.5 undeveloped acres of the city's Amherst property. Five proposals were received with MW Investment Group, LLC submitting the best proposal for a medium density residential project and a \$5.6 million offer for the property.

Recommendation

Staff recommends approval of Resolution No.19-65, authorizing the Mayor to execute a purchase agreement initiating sale of the Amherst property.

Background

The city acquired the above referenced properties, commonly known as the Amherst Well and Reservoir site, when it purchased various assets of the La Verne Water Association (LVWA) on July 24, 1973. The site consists of two parcels, which are located south of Amherst Street, just west of Williams Avenue and total about 7.05 acres. Approximately 1.55 acres are dedicated for city water operations. The remaining 5.5 acres has remained undeveloped and is unnecessary for city operations. However, the property has been continuously leased to a private nursery operation for more than two decades and currently generates about \$25,000 annually in rent.

The Amherst site was identified during the fiscal sustainability process as a potential property that could be put to a more productive use. Sale of the property would produce one time revenues and development of the site would generate one time fees as well as ongoing property tax revenues. The 5.5 acre site was consequently marketed to the development community requesting development proposals and bid prices for the site by May 6, 2019. Five proposals from four firms were received with development densities ranging from 5 to 11.5 units per acre and bids of \$4.0 million to \$5.6 million for the property itself. MW Investments, LLC submitted the leading proposal consisting of 5-6 units per acre and a bid of \$5.6 million.

City Council, re: Sale of Amherst Site
September 19, 2019
Page 2 of 2

Letter of Intent to Purchase

MW Investment's Letter of Intent (LOI) was presented to the City Council at its June 3 meeting. The terms of MW Investments LOI were based upon the total available 5.5 acre site, a residential development density of 5-6 units per acre, and a purchase price of \$5.6 million. The entire sale is predicated upon the buyer obtaining necessary land use entitlements. The City Council at that time also authorized staff to accept the Letter of Intent from MW Investments.

Purchase Agreement

The city attorney's office, in conjunction with MW Investments, has prepared a draft purchase agreement that largely follows MW Investments original Letter of Intent. In summary, the purchase agreement provides for the following:

- \$5.6 million purchase price
- \$140,000 deposit upon opening of escrow with an additional \$140,000 deposit following buyer's due diligence
- Buyer has 60 days to conduct due diligence efforts
- Twelve month escrow during which time the buyer is to seek land use entitlements, at which time the appropriate parcel and legal descriptions will be created through the tract map process

General Plan Conformity

California Government Code Section 65402, states, in part, "no real property shall be disposed ofuntil the location, purpose and extent of such acquisition or disposition has been submitted to and reported upon by the planning agency as to conformity with the adopted general plan." In accordance with these requirements, a report was submitted to the Planning Commission at its September 11 meeting, during which the Commission adopted Resolution No. 1246, finding that the proposed sale of the Amherst property did not conflict with the city's General Plan.

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RESOLUTION NO. 19-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING A PURCHASE AGREEMENT WITH MW INVESTMENTS, LLC FOR THE SALE OF THE AMHERST PROPERTY

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA VERNE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Mayor is HEREBY AUTHORIZED to enter into a purchase agreement with the MW Investments, LLC authorizing the sale of the Amherst property, the proposed agreement being in the form attached hereto and made a part by this reference.

Section 2. That the Mayor shall sign and the Assistant City Clerk shall attest to the passage and adoption of this Resolution.

APPROVED AND ADOPTED this 16th day of September, 2019.

Don Kendrick, Mayor

ATTEST:

Lupe Gaeta Estrella, Assistant City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LA VERNE)

I, Lupe Gaeta Estrella, Assistant City Clerk of the City of La Verne, Do HEREBY CERTIFY that **Resolution No. 19-65** was duly passed and adopted by the said City Council at a regular meeting of the said Council held on the **16th day of September 2019**, and passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

Lupe Gaeta Estrella, Assistant City Clerk

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

To: First American Title Insurance Company
18500 Von Karman Avenue, Suite 600
Irvine, California 92612
Telephone: (949) 885-2404
Facsimile: (714) 913-6372

Escrow
Officer: Sheri Keene
Escrow No. ____

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is dated for referenced purposes only as of August 19, 2019, and constitutes an agreement by which the CITY OF LA VERNE, a municipality ("Seller"), agrees to sell, and MW INVESTMENT GROUP, LLC, a California limited liability company ("Buyer"), agrees to purchase certain real property located in the City of La Verne ("City"), County of Los Angeles ("County"), State of California, comprised of assessor's parcel number 8666-021-904 and a portion of assessor's parcel number 8666-001-902 as more particularly described in Exhibit "A" attached hereto ("Property").

As used herein, the term "Property" includes all of Seller's right, title and interest in and to all easements, rights and privileges appurtenant thereto, all improvements, if any, located thereon, and any engineering reports, drawings, maps and plans, development rights, permits, approvals, entitlements, air rights and any other rights related thereto now owned by Seller or obtained by Seller prior to the Close of Escrow (as defined herein), excepting, however, Seller's rights if any in and to water, oil, gas and other hydrocarbon substances on or under the land which rights shall be reserved to Seller. This Agreement also constitutes escrow instructions of Buyer and Seller to First American Title Insurance Company ("Escrow Holder") for its escrow identified above.

NOW, THEREFORE, Buyer and Seller agree, and Escrow Holder is instructed, as follows:

1. Purchase and Sale. Upon all of the terms and conditions contained in this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer the Property.

2. Purchase Price. The purchase price ("Purchase Price") for the Property shall be Five Million Six Hundred Thousand Dollars (\$5,600,000.00). The Purchase Price shall be payable as follows:

2.1. First Deposit. Buyer shall deposit into Escrow the sum of One Hundred Forty Thousand Dollars (\$140,000.00 in cash or by wire transfer ("First Deposit") upon the Opening of Escrow (as defined in Section 3 below). Escrow Holder shall place the First Deposit and any other funds deposited by Buyer into Escrow in a money market account having no penalty for early withdrawal at a financial institution acceptable to Buyer. Upon Buyer's delivery of the Approval Notice (defined in Section 5.4 below) the First Deposit and all accrued interest shall be nonrefundable to Buyer except in the event of a default by Seller, or as otherwise specifically provided in this Agreement. The First Deposit shall be credited against the Purchase Price at the Closing.

2.2. Second Deposit. Within one (1) business day after Buyer delivers the Approval Notice, Buyer shall deposit into Escrow an additional sum of One Hundred Forty Thousand Dollars (\$140,000.00 in cash or by wire transfer ("Second Deposit"). The Second Deposit shall be nonrefundable to Buyer except in the event of a default by Seller, or as otherwise specifically provided in this Agreement. The Second Deposit shall be credited against

the Purchase Price at the Closing. The First Deposit and the Second Deposit shall be referred to collectively as the "Deposit".

2.3. Payment of Balance of Purchase Price. The balance of the Purchase Price, together with Buyer's share of any Escrow closing costs and prorations, shall be deposited in Escrow by Buyer in cash or other immediately available funds on or prior to the Close of Escrow.

2.4. Independent Contract Consideration. Contemporaneously with the execution and delivery of this Agreement, Buyer has delivered to Seller, and Seller hereby acknowledges the receipt of, a check in the amount of One Hundred Dollars (\$100.00) ("Independent Contract Consideration"). The parties have bargained for and expressly agree that the rights and obligations of each party contained in this Agreement, including, without limitation, Buyer's obligations to deliver the Independent Contract Consideration to Seller and the First Deposit to Escrow Holder, constitute sufficient consideration for the other party's execution, delivery and obligations under this Agreement, including without limitation, Buyer's right to inspect and purchase the Property pursuant to this Agreement and all contingencies and conditions of Closing for the benefit of Buyer set forth in this Agreement.

3. Opening of Escrow. Not later than two (2) business days after the Effective Date (as defined in Section 17.16 below), Buyer and Seller shall open an escrow ("Escrow") with Escrow Holder. Escrow Holder shall notify both parties in writing of the date of Opening of Escrow. As used in this Agreement, the term "Opening of Escrow" shall mean the date on which a copy of this Agreement signed by both Buyer and Seller is delivered to Escrow Holder. Upon receipt of such items, Escrow Holder is hereby instructed to open the Escrow, to insert the Escrow Number on page 1 of this Agreement, to insert the date of the Opening of Escrow on the last page of this Agreement, to sign the last page of this Agreement, and to deliver one (1) complete copy of this Agreement to Seller and one (1) complete copy of this Agreement to Buyer. This Agreement shall also constitute instructions to Escrow Holder. Escrow Holder's general provisions are attached hereto as Exhibit "B" and are incorporated by reference herein. If there is any conflict between the provisions of this Agreement and the provisions of Exhibit "B", the provisions of this Agreement shall control as between Buyer and Seller, but the provisions of Exhibit "B" shall control as to the duties of Escrow Holder.

4. Close of Escrow. Subject to the satisfaction or waiver of the conditions described in Section 6 below, the closing of the purchase and sale of the Property shall take place through Escrow within thirty (30) days after Buyer obtains approval of land use entitlements for development of the Property from all applicable governmental agencies and all administrative and judicial appeals periods within which appeals to such approval may be filed shall have expired without any such appeals having been filed, and all periods for the filing of an application for a referendum or other challenge regarding any such approval shall have expired without the filing of any such application. In the event one or more appeals or challenges to the foregoing approval is timely filed, the condition described in this Section 4 shall not be deemed satisfied unless and until such appeal(s) and/or challenge(s) are withdrawn or resolved so that the development approvals shall take effect and are not subject to further appeal. Notwithstanding the foregoing, in no event shall the closing occur later than twelve (12) months from Opening of Escrow, provided, however, that this deadline shall be tolled during the pendency of litigation brought by any third party challenging the approval of land use entitlements for development of the Property.. As used in this Agreement, the terms "Closing", "Close of Escrow" and "Closing Date" shall refer to the date on which Seller's Grant Deed conveying the Property to Buyer in the form attached hereto as Exhibit "C" is recorded through Escrow in the Official Records of the County.

5. Buyer's Investigation. On or prior to 5:00 p.m. Pacific Time on the date (the "Decision Date") that is sixty (60) days after the Effective Date, Buyer shall conduct the following investigations of the Property. Buyer's approval in writing of such investigations shall

constitute Buyer's removal of these conditions to the Close of Escrow. Buyer's failure to approve or disapprove the investigations of the Property by delivering the Approval Notice to Seller and Escrow Holder on or before the Decision Date shall be deemed Buyer's disapproval.

5.1. Title Matters. Within three (3) business days after the Opening of Escrow, Seller shall cause First American Title Insurance Company ("Title Company") to deliver to Buyer a preliminary title report covering the Property together with copies of all documents referenced therein and a map showing the location of all easements affecting the Property (collectively, the "Title Report") for Buyer's review. At least five (5) business days before the Decision Date, Buyer shall either approve in writing the exceptions contained in said Preliminary Report or specify in writing any exceptions to which Buyer objects. Seller, in Seller's sole and absolute discretion, may elect to remove any exception to which Buyer objects by delivering written notice to Buyer within five (5) business days following receipt of Buyer's objections. If Seller does not elect to remove any exceptions or, elects to remove exceptions but does not do so prior to Closing, then Buyer's sole remedy shall be to terminate this Agreement and receive back the entire Deposit (less the Independent Contract Consideration which Seller shall retain) in which event Buyer and Seller shall have no further obligations under this Agreement or, alternatively, Buyer may purchase the Property subject to such exceptions. Notwithstanding the above, Buyer hereby objects to the following liens evidencing monetary encumbrances: deeds of trust, financing statements, and tax liens filed by the Internal Revenue Service or Franchise Tax Board (collectively "Monetary Encumbrances"), and Seller agrees to cause all such liens to be removed at Seller's sole cost, on or before the Close of Escrow. It is specifically agreed that all ad valorem taxes and special taxes, bonds and assessments that are not yet due and payable as of the Closing Date shall remain as an encumbrance against the Property. Buyer agrees that its acceptance of the Title Policy shall be in full satisfaction of any express or implied warranty of Seller as to the condition of title to the Property, and in the event there are any title exceptions or defects, including, without limitation, liens, encumbrances, covenants, conditions, reservations restrictions, rights, rights-of-way or easements, which, in Buyer's opinion, constitute a defect in title not shown or revealed in the Title Report or the underlying exceptions, Buyer agrees to look solely to the remedies available to Buyer under the Title Policy, and Seller shall have no responsibility or liability for any title defects.

5.2. Feasibility Studies. Buyer shall review the condition, use, sale, development or suitability of the Property for Buyer's intended purposes. Seller hereby grants to Buyer and its agents and employees a license to enter upon the Property for the purpose of conducting feasibility studies and physical examinations of the Property upon not less than 24 hours' prior notice to Seller. Buyer acknowledges that the Property is subject to certain Leases and that Buyer's entry into those portions of the Property leased to tenants must be made in accordance with the terms of said Leases. Buyer agrees to indemnify, protect, defend and hold Seller and the Property free and harmless from and against any and all damages, claims, losses, liabilities, causes of action, proceedings, costs and expenses of any kind whatsoever (including, without limitation, attorneys' fees and fees of expert witnesses) arising from such activities of Buyer, its agents and employees, and from all mechanic's, materialmen's and other liens resulting from any such conduct; provided, however, in no event shall Buyer's indemnity extend to Buyer's discovery of pre-existing conditions on the Property. Buyer agrees that it will not contact any of the tenants under the Leases without first obtaining Seller's prior consent, which consent shall not be unreasonably withheld.

5.3. Property Documents. To the extent the following described documents exist and are in the possession or ownership of, or under the control of Seller, Seller has provided or will provide to Buyer within ten (10) business days after the Effective Date copies of all soils and geologic reports, grading plans, engineering plans, improvement plans, surveys, maps, licenses and permits, studies, drawings, books and records, financial data, development agreements, environmental impact reports, negative declarations, landscape plans, sewer/water plans, utility plans, licenses, the Leases and any other occupancy agreements affecting the Property, and all other similar documents or materials issued or prepared in connection with the

ownership, operation, use and development of the Property (collectively, the "Property Documents").

5.4. Termination Prior to Decision Date. If, on or prior to the Decision Date, Buyer fails, for any reason or for no reason, to deliver written notice ("Approval Notice") to Seller and Escrow Holder approving the Title Report described in Section 5.1 above, approving its investigation of the Property pursuant to Section 5.2 above, and approving the Property Documents pursuant to Section 5.3 above, which approval or disapproval shall be in Buyer's sole and absolute discretion, then this Agreement shall automatically terminate, in which event: (a) Buyer and Seller shall execute and deliver to Escrow Holder cancellation instructions and all other documents that are reasonably required by Escrow Holder and/or Seller in order to cancel this Escrow and release any interest of Buyer in and to the Property; (b) Escrow Holder shall, without any further instructions from the parties and regardless of whether or not Seller has signed a consent or cancellation instructions, return the First Deposit (less the Independent Contract Consideration which Seller shall retain) to Buyer, less Escrow Holder's cancellation fees and expenses; (c) Escrow Holder shall return all documents and instruments to the parties who deposited the same into Escrow; (d) Buyer shall return all Property Documents to Seller; (e) Buyer shall deliver to Seller all tests and other reports prepared by third party consultants with respect to the Property (without representation or warranty); and (f) this Agreement shall terminate and neither party hereto shall have any further obligation or responsibility hereunder or liability of any nature or amount whatsoever to the other party hereunder except as provided in Section 5.2.

6. Conditions to Close of Escrow. The following shall constitute conditions to the Close of Escrow, which conditions may be waived, if not satisfied, only in writing by Buyer:

6.1. Title Policy. The Title Company shall issue or be committed to issue to Buyer, at Buyer's expense, an extended coverage ALTA owner's policy of title insurance ("Title Policy") in the total amount of the Purchase Price, dated as of the Close of Escrow, insuring Buyer as the fee owner of the Property, and showing title to the Property vested in Buyer subject only to:

(a) The printed exceptions and exclusions contained in the Title Policy;

(b) Non-delinquent general and special real property taxes, bonds and assessments, which shall be prorated as of the Close of Escrow;

(c) All exceptions shown on the Title Report that are approved in writing by Buyer pursuant to Section 5.1.

6.2. Approval of Feasibility. Buyer shall have delivered the Approval Notice as provided in Section 5 above on or before the Decision Date.

6.3. Seller's Performance. Seller shall have performed all of its obligations under this Agreement including, but not limited to:

(a) Compliance with the offer requirements of Government Code Section 54222, provided however, that if Seller is required to sell the Property pursuant to said section Seller shall not be in breach of this Agreement and this Agreement shall automatically terminate, in which event: (a) Buyer and Seller shall execute and deliver to Escrow Holder cancellation instructions and all other documents that are reasonably required by Escrow Holder and/or Seller in order to cancel this Escrow and release any interest of Buyer in and to the Property; (b) Escrow Holder shall, without any further instructions from the parties and regardless of whether or not Seller has signed a consent or cancellation instructions, return the

Deposit (less the Independent Contract Consideration which Seller shall retain) to Buyer, less Escrow Holder's cancellation fees and expenses; (c) Escrow Holder shall return all documents and instruments to the parties who deposited the same into Escrow; (d) Buyer shall return all Property Documents to Seller; (e) Buyer shall deliver to Seller all tests and other reports prepared by third party consultants with respect to the Property (without representation or warranty); and (f) this Agreement shall terminate and neither party hereto shall have any further obligation or responsibility hereunder or liability of any nature or amount whatsoever to the other party hereunder except as provided in Section 5.2.

(b) Completing a lot line adjustment so that the Property constitutes a legal parcel in compliance with the California Subdivision Map Act.

(c) Terminating the existing lease encumbering the Property to the end that the Property will be conveyed free of rights of possession.

6.4. Effect of Failure of a Condition. The conditions described in this Section 6 are for the exclusive benefit of Buyer and must be satisfied or waived by Buyer on or before the Close of Escrow. Such conditions may only be waived by Buyer's delivery of written notice of such waiver to Seller and Escrow Holder. In the event the Close of Escrow does not occur because any of the conditions to the Close of Escrow set forth in Section 6 are not satisfied or waived by Buyer, and if the failure of such condition is not caused by the default of either party, then the parties agree that this Agreement and the Escrow shall thereupon be terminated, and that: (a) Buyer and Seller shall execute and deliver to Escrow Holder cancellation instructions and all other documents that are reasonably required by Escrow Holder and/or Seller in order to cancel this Escrow and release any interest of Buyer in and to the Property; (b) Escrow Holder shall, without any further instructions from the parties and regardless of whether or not Seller has signed a consent or cancellation instructions, return the Deposit to Buyer, less Escrow Holder's cancellation fees and expenses; (c) Escrow Holder shall return all documents and instruments to the parties who deposited the same into Escrow; (d) Buyer shall return all Property Documents to Seller; and (e) this Agreement shall terminate and neither party hereto shall have any further obligation or responsibility hereunder or liability of any nature or amount whatsoever to the other party hereunder except as provided in Section 5.3.

7. Representations and Covenants of Seller. In addition to any express agreements of Seller contained elsewhere in this Agreement, Seller hereby represents and warrants to, and covenants with, Buyer as follows:

7.1. Power. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

7.2. Requisite Action. All requisite action (corporate, partnership or otherwise) has been taken by Seller in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby.

7.3. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

7.4. Income Tax Information. Seller is not a non-resident alien, a foreign corporation, a foreign partnership, a foreign trust, or a foreign estate (as those terms are defined in the United States Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation. In connection therewith, Seller shall deliver to Escrow Holder for delivery to Buyer at the Closing an affidavit ("Seller's Affidavit") in the form attached hereto as Exhibit "D".

7.5. Title. Seller shall deliver title to the Property to Buyer at the Close of Escrow subject only to the exceptions described in the Title Report which were approved by Buyer in accordance with Section 5.1 above. From and after the date of this Agreement, Seller shall take no action to encumber the Property with any lien, easement or other title matter.

7.6. Governmental Notices. Seller has not received any notification from any governmental authority imposing any special assessments on the Property or bringing any condemnation actions against the Property, or any part thereof, nor is Seller aware of any special assessments or condemnation actions being contemplated. Seller has not received any notification from the Department of Building and Safety, Health Department or any other City, County or other governmental authority having jurisdiction over the Property requiring any work to be done on or affecting the Property.

7.7. Undisclosed Defects. To the best of Seller's knowledge, no defect or condition of the Property or soil exists that may adversely affect Buyer's proposed development of the Property.

7.8. No Unrecorded Interests. Except for the current lease of the property to a Tenant, which lease shall be terminated by Seller effective prior to Close of Escrow, to the best of Seller's knowledge, there are no unrecorded leases, licenses, or other possessory interests in the Property.

7.9. No Other Agreements. Except as otherwise disclosed to Buyer in the Property Documents, there are no oral or written commitments to, or understandings or agreements with, any private party or any governmental authority or agency that would adversely affect Buyer's proposed development of the Property.

7.10. No Litigation. To the best of Seller's knowledge, there is no litigation or legal proceeding pending or threatened in writing against Seller or the Property that could reasonably be expected to adversely affect Seller's or Buyer's ability to perform their respective obligations hereunder, or Buyer's proposed development of the Property.

7.11. No Toxic Wastes. To the best of Seller's knowledge, the Property has not been used for the storage or disposal of any toxic or hazardous waste, material or substance, and Seller has received no notice from any governmental authority concerning the removal of any toxic or hazardous waste, material or substance from the Property, or concerning any restrictions on the use or development of the Property on account of the presence of any toxic or hazardous waste, material or substance on the Property or on any other real property within the "border zone" of the Property.

7.12. Indemnity. Seller hereby agrees to indemnify, protect, defend and hold Buyer and the Property harmless from and against any damage, claim, liability or expense of any kind whatsoever (including, without limitation, reasonable attorney's fees and fees of expert witnesses) arising from or in connection with any breach of any of the foregoing representations and warranties of Seller and any other representations or warranties of Seller contained elsewhere in this Agreement. Such representations and warranties of Seller and any other representations and warranties of Seller contained elsewhere in this Agreement are true and correct on and as of the date of this Agreement and shall be true and correct on and as of the date of the Closing, and shall survive the Closing for a period of twelve (12) months without the necessity of a separate written certificate regarding the same.

8. Representations and Covenants of Buyer. In addition to any express agreements of Buyer contained elsewhere in this Agreement, Buyer hereby represents and warrants to, and covenants with, Seller as follows:

8.1. Power. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

8.2. Requisite Action. All requisite action (corporate, partnership or otherwise) has been taken by Buyer in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby.

8.3. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

8.4. Indemnity. Buyer hereby agrees to indemnify, protect, defend and hold Seller and the Property harmless from and against any damage, claim, liability or expense of any kind whatsoever (including, without limitation, reasonable attorney's fees and fees of expert witnesses) arising from or in connection with any breach of any of the foregoing representations and warranties of Buyer and any other representations or warranties of Buyer contained elsewhere in this Agreement. Such representations and warranties of Buyer and any other representations and warranties of Buyer contained elsewhere in this Agreement are true and correct on and as of the date of this Agreement, and shall be true and correct on and as of the date of the Closing, and shall survive the Closing without the necessity of a separate written certificate regarding the same.

9. Escrow Closing Obligations.

9.1. Deliveries by Seller to Escrow Holder. Seller hereby covenants and agrees to deliver to Escrow Holder on or prior to the Closing Date the following instruments and documents, the delivery of each of which shall be a condition to the Close of Escrow for the benefit of Buyer:

(a) Grant Deed. The Grant Deed, duly executed and acknowledged by Seller, conveying the Property to Buyer, in the form attached hereto as Exhibit "C".

(b) Seller's Affidavit. The Seller's Affidavit, duly executed by Seller, in the form attached hereto as Exhibit "D".

(c) General Assignment. Two (2) counterpart original General Assignments, duly executed by Seller, in the form attached hereto as Exhibit "E".

(d) Other Documents. Such other documentation reasonably required by Buyer, Escrow Holder and/or Title Company to effectuate the Closing contemplated hereunder.

9.2. Deliveries by Buyer to Escrow Holder. Buyer hereby covenants and agrees to deliver to Escrow Holder on or prior to the Closing date the following, the delivery of each of which shall be a condition to the Close of Escrow for the benefit of Seller:

(a) Funds. The balance of the Purchase Price, together with Buyer's share of any Escrow closing costs and prorations in the amount determined by Escrow Holder, shall be delivered to Escrow Holder by Buyer in cash or other immediately available funds not later than the business day immediately prior to the Closing Date.

(b) General Assignment. Two (2) counterpart original General Assignments, duly executed by Buyer, in the form attached hereto as Exhibit "E".

(c) Other Documents. Such other documentation reasonably required by Seller, Escrow Holder and/or Title Company to effectuate the Closing contemplated hereunder.

9.3. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, and when all required funds and documents have been deposited into the Escrow, Escrow Holder shall promptly undertake all of the following:

(a) Disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price for the Property and in payment of Buyer's share of any Escrow closing costs and prorations as follows:

(1) Deduct from the funds deposited with Escrow Holder by Buyer in payment of Buyer's share of any Escrow closing costs and prorations the amount of all such items chargeable to the account of Buyer hereunder;

(2) Deduct from the funds deposited with Escrow Holder by Buyer in payment of the Purchase Price all items chargeable to the account of Seller, including, without limitation, the amount of any deeds of trust, tax liens or other monetary encumbrances to be paid by Seller and Seller's share of any Escrow closing costs and prorations; and

(3) Disburse the remaining balance of the Purchase Price to Seller promptly upon the Close of Escrow. Any funds deposited by or on behalf of Buyer in excess of the sum of the Purchase Price and Buyer's share of any Escrow closing costs and prorations shall be returned to Buyer.

(b) Cause Seller's Grant Deed for the Property (with documentary transfer tax information to be affixed after recording) to be recorded in the Official Records of the County.

(c) Deliver the Seller's Affidavit to Buyer.

(d) Deliver one (1) original General Assignment and one (1) original General Assignment to Buyer.

(e) Cause the Title Policy described in Section 6.1 above to be delivered to Buyer.

10. Escrow Cancellation. If either party defaults with respect to its obligations hereunder, or if Escrow is not in a condition to close by the agreed Closing Date, Escrow Holder shall continue to comply with the instructions contained herein until a written demand has been made by a party entitled to do so for the cancellation of Escrow. Escrow Holder shall notify the other party of any such demand.

10.1. Charges. If the Close of Escrow fails to occur due to Seller's uncured default, Seller shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur due to Buyer's default, Buyer shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur for any reason other than the foregoing, Buyer shall pay all Escrow cancellation charges. "Escrow cancellation charges" means all fees, charges and expenses charged by Escrow Holder as well as all charges related to the services of the Title Company in connection with title matters relating to this Escrow.

10.2. Default by Seller. In the event Seller shall default in its obligations under this Agreement, and such default shall remain uncured for a period of ten (10) days after receipt of written notice from Buyer, then, in addition to any other rights or remedies which it may have

at law or in equity, Buyer may either: (a) terminate this Agreement in which event Buyer shall be entitled to the immediate refund of the Deposit and any other funds deposited by Buyer into Escrow including all interest earned thereon and collect damages for Buyer's out-of-pocket expenses incurred in connection with the transaction contemplated by this Agreement; or (b) pursue any other rights or remedies at law or in equity to acquire the Property for Seller's uncured breach of this Agreement

10.3. Seller's Liquidated Damages if Buyer Defaults. BUYER AND SELLER AGREE THAT IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO THE DEFAULT OF BUYER, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX SELLER'S ACTUAL DAMAGES FOR, AMONG OTHER ITEMS, TAKING OR HAVING THE PROPERTY OFF THE MARKET, AND BUYER AND SELLER AGREE THAT THE DEPOSIT AND ALL INTEREST EARNED THEREON IN ESCROW IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO BUYER'S DEFAULT. IN ADDITION, BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER BREACH THIS AGREEMENT, AND SELLER DESIRES TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF SELLER WERE REQUIRED TO FILE A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. THEREFORE, IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO THE DEFAULT OF BUYER, THEN UPON THE WRITTEN DEMAND OF SELLER THIS AGREEMENT AND THE ESCROW SHALL BE TERMINATED AND CANCELLED. IN SUCH EVENT, (A) ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, (B) ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER, AND (C) ESCROW HOLDER SHALL DISBURSE THE DEPOSIT AND ALL INTEREST EARNED THEREON IN ESCROW TO SELLER AS LIQUIDATED DAMAGES PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671 AND 1677 FOR BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY. SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF BUYER'S DEFAULT SHALL BE LIMITED TO THE RECOVERY OF THE DEPOSIT AND ALL INTEREST EARNED THEREON IN ESCROW AND SELLER HEREBY WAIVES ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO SPECIFIC PERFORMANCE THAT SELLER MAY HAVE PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1680 OR 3389, OR OTHERWISE).

Buyer's Initials

Seller's Initials

11. Costs and Prorations.

11.1. Escrow and Other Costs. Subject to Section 10.1 above, Buyer and Seller shall each pay one-half (1/2) of Escrow Holder's escrow fees for the Escrow. Seller shall bear the cost of all documentary transfer taxes and any other City or County transfer taxes and the cost of the Title Policy. Buyer shall bear the cost of any endorsements to the Title Policy or a binder in lieu of a policy of title insurance, if elected by Buyer. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow. All recording costs or fees and all other costs or expenses not otherwise provided for in this Agreement shall be apportioned or allocated between Buyer and Seller in the manner customary in the County.

11.2. Real Property Taxes and Assessments. All non-delinquent general and special real property taxes, bonds and assessments with respect to the Property shall be prorated through Escrow between Buyer and Seller as of the Closing based upon the latest available tax bills or tax information using customary escrow procedures. To the extent that the applicable tax assessor parcels, or any assessment district or other tax parcels, which have been established as

of the Closing include both the Property hereunder and other adjacent real property, then the applicable non-delinquent general and special real property taxes, bonds and assessments shall be allocated between the Property hereunder and such other adjacent real property based on acreage. Finally, if the regular tax bill or bills for the Property for the fiscal year in which this Escrow closes are not available as of the Closing, Buyer and Seller shall re-prorate all such general and special real property taxes, bonds and assessments for the Property between themselves outside of Escrow based upon the then current fiscal year's regular tax bill or bills within thirty (30) days following the date such regular tax bill or bills are actually received by the parties. Any Mello-Roos assessments, special assessments, district assessments or any other bonds and assessments with respect to the Property shall not be paid in full by Seller, but the current installment of such bonds and assessments shall be prorated between Buyer and Seller as of the Closing as provided above.

11.3. Supplemental Real Property Taxes. With respect to any supplemental taxes assessed against the Property pursuant to California Revenue and Taxation Code Section 75, et seq., Buyer and Seller hereby agree between themselves that Seller shall be obligated to pay all such supplemental taxes assessed against the Property for any period prior to the Closing, and Buyer shall be obligated to pay all such supplemental taxes assessed against the Property for any period from and after the Closing.

12. Broker's Commission. Seller and Buyer each represent to the other that no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with the transactions covered by this Agreement, and each party agrees to and does hereby indemnify and hold the other harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any other broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in connection with this transaction.

13. Condemnation and Destruction.

13.1. Condemnation. If all or any portion of the Property is taken prior to the Close of Escrow as a result of condemnation (including the filing of any notice of intended condemnation or proceedings in the nature of eminent domain), then Buyer shall have the right, by written notice delivered to Seller and Escrow Holder within ten (10) business days after Buyer receives written notice of such condemnation, to terminate this Agreement and cancel Escrow. Otherwise, if Buyer does not so elect to terminate this Agreement and cancel Escrow by written notice delivered to Seller and Escrow Holder within such ten (10) business day period, then this Agreement shall remain in full force and effect, and the entire award from the condemning authority shall be the sole property of Buyer. If this Agreement and the Escrow are terminated pursuant to this Section, then Buyer hereby assigns to Seller all of Buyer's right, title and interest in and to such condemnation award and, notwithstanding the provisions of Section 10.1, Seller shall pay all Escrow cancellation charges, and the Deposit and any other funds deposited by Buyer into Escrow, together with all interest earned thereon in Escrow, shall be returned to Buyer by Escrow Holder or by Seller if previously released to Seller.

13.2. Fire or Other Casualty During Escrow. If there is material damage to the Property or if the Property is destroyed by earthquake, flood, landslide, fire or other casualty prior to the Closing date, then Buyer shall have the right, by written notice delivered to Seller and Escrow Holder within ten (10) business days after Buyer receives written notice of such damage or destruction, to terminate this Agreement and cancel Escrow. Otherwise, if Buyer does not so elect to terminate this Agreement and cancel Escrow by written notice delivered to Seller and Escrow Holder within such ten (10) business day period, then this Agreement shall remain in full force and effect, and all insurance proceeds payable to Seller with respect to such damage or destruction, if any, shall be assigned and delivered by Seller to Buyer at the Close of Escrow hereunder. If this Agreement and the Escrow are terminated by Buyer by written notice delivered to Seller and Escrow Holder during such ten (10) business day period as provided

above, then, notwithstanding the provisions of Section 10.1, Seller shall pay all Escrow cancellation charges, and the Deposit and any other funds deposited by Buyer into Escrow, together with all interest earned thereon in Escrow, shall be returned to Buyer by Escrow Holder or by Seller if previously released to Seller. Termination of this Agreement by reason of such damage or destruction shall in no event be deemed to be a default of Seller hereunder.

14. Waiver and Consent. Either party may specifically and expressly waive in writing any breach by the other party of any provision of this Agreement, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement.

15. Survivability. All covenants of Buyer or Seller which are intended hereunder to be performed in whole or in part after the Closing, and all representations, warranties and indemnities by either party to the other, shall survive the Closing and be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, executors, administrators, successors and assigns.

16. Further Documents and Acts. Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

17. Miscellaneous.

17.1. Successors and Assigns. Buyer shall not voluntarily or by operation of law assign or transfer any right, interest or obligation hereunder without Seller's prior written consent, which consent shall not be unreasonably delayed or withheld by Seller. Notwithstanding the foregoing, Buyer shall have the right, without Seller's consent, to transfer Buyer's rights and interests under this Agreement to a joint venture, partnership or other entity, so long as Buyer or its principal retains an interest in such joint venture, partnership or other entity. Each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of Buyer and Seller. As used in this Section, the term "successors" shall refer to the successors to all or substantially all of the assets of a party and to a party's successors by merger or consolidation.

17.2. Attorneys' Fees. If any legal action is instituted between Seller, Buyer or Escrow Holder in connection with this Agreement, then the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees.

17.3. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing (including facsimile and e-mail communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, delivered by overnight mail, sent via facsimile with confirming copy by mail, sent via electronic mail with confirming copy by mail, or mailed by United States mail (postage prepaid), registered or certified, return receipt requested, addressed as follows:

If to Buyer:

MW Investment Group, LLC
27702 Crown Valley Parkway, Suite D-4-197

Ladera Ranch, California 92694
Attention: Matthew J. Waken
Telephone: (949) 710-6377
Facsimile: None
E-mail: matt@walbern.com

With a copy to: Palmieri, Tyler, Wiener, Wilhelm & Waldron, LLP
1900 Main Street, Suite 700
Irvine, California 92614
Attention: Stephen A. Scheck, Esq.
Telephone: (949) 851-7221
Facsimile: (949) 825-5417
E-mail: sscheck@ptwww.com

If to Seller: City of La Verne
3660 D Street, La Verne, CA 91750
Attention: Bob Russi, City Manager
Telephone: (909) 596-8726
Facsimile: (909) 596-8706
E-mail: brussi@cityoflaverne.org

With a copy to: City of La Verne
3660 D Street, La Verne, CA 91750
Attention: Bob Kress, City Attorney
Telephone: (909) 596-8726
Facsimile: (909) 596-8706
E-mail: bob@wkrklaw.com

Each notice shall be deemed delivered (1) on the date delivered if by personal delivery or overnight mail, (2) on the date of transmission with confirmed answer back if by facsimile, (3) on the date of transmission if sent via electronic mail, and (4) seventy-two (72) hours after deposit in the United States mail (postage prepaid) if by registered or certified mail. The parties to this Agreement and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address.

17.4. Gender and Name. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

17.5. Entire Agreement. This Agreement and its Exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

17.6. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

17.7. Time of Essence. Time is of the essence of every provision of this Agreement in which time is an element.

17.8. Governing Law. This Agreement and the Exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed in accordance with the laws of the State of California.

17.9. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

17.10. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by both Buyer and Seller.

17.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

17.12. Exhibits. All Exhibits to this Agreement are incorporated herein by this reference as though fully set forth in the body hereof.

17.13. Time References. Any references in this Agreement to time for performance of obligations or elapsed time shall mean consecutive calendar days, months, or years, as applicable, unless otherwise explicitly indicated herein. In the event that the day on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, such action shall be taken on the next succeeding business day. Whenever notice, approval or disapproval must be given to Escrow Holder and Escrow Holder is closed on the last day for taking such action, then the parties shall have until 5:00 p.m. on the first following day Escrow Holder is open to take such action.

17.14. Construction of Agreement. The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Agreement.

17.15. No Recording Without Consent. Pending the Close of Escrow, neither Buyer nor Seller shall, without the consent of the other party, record this Agreement or a short form or memorandum hereof, or take any other action that would materially and adversely affect the marketability of Seller's title to the Property.

17.16. No Other Warranties or Agreements. Except as otherwise specifically provided in this Agreement, neither Buyer nor Seller has made any representations, warranties or agreements by or on behalf of either party as to any matters concerning the Property or otherwise. No agreements, warranties or representations not expressly contained in this Agreement shall bind either Buyer or Seller. Buyer and Seller hereby expressly waive any right of rescission and all claims for damages by reason of any statement, representation, warranty, promise, understanding or agreement, if any, not expressly contained in this Agreement.

17.17. Agreement Binding Only Upon Execution. The delivery of this Agreement in unexecuted form by Buyer to Seller does not constitute either the agreement of Buyer or an offer by Buyer to purchase the Property upon the terms and conditions set forth herein. The date on which the last of Buyer and Seller have executed this Agreement shall be referred to herein as the "Effective Date".

(signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF LA VERNE,
a municipality

By: _____
Name: Don Kendrick
Its: Mayor

Date: _____

"Seller"

MW INVESTMENT GROUP, LLC,
a California limited liability company

By: _____
Matthew J. Waken, Manager

Date: _____

"Buyer"

First American Title Insurance Company, the Escrow Holder under this Agreement, hereby certifies that the date of Opening of Escrow pursuant to Section 3 of this Agreement is _____, 2019, and agrees to be bound by the instructions to Escrow Holder set forth herein.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Its: _____

"Escrow Holder"

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

All that property in the City of La Verne, County of Los Angeles State of California,
described as follows:

EXHIBIT "B"

ESCROW HOLDER'S GENERAL PROVISIONS

[to be attached]

EXHIBIT "C"

GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

MW Investment Group, LLC
27702 Crown Valley Parkway, Suite D-4-197
Ladera Ranch, California 92694
Attention: Matthew J. Waken

(Space Above For Recorder's Use)

DOCUMENTARY TRANSFER TAX - \$ _____
X Computed on the consideration or value of property conveyed; OR
____ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

The undersigned Grantor
Signature of Declarant or Agent Determining Tax - Firm Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
CITY OF LA VERNE, a municipality ("Grantor"), agrees to sell, and MW INVESTMENT
GROUP, LLC, a California limited liability company ("Grantee"), the following described real
property ("Property") in the City of La Verne, County of Los Angeles, State of California:

See attached Exhibit "1"

SUBJECT TO:

1. General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year.
2. All other covenants, conditions, restrictions, reservations, rights, rights-of-way, dedications, offers of dedication and easements of record or apparent.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed on the day and year hereafter written.

Dated: _____, ____

CITY OF LA VERNE,
a municipality

By: _____
Name: Don Kendrick
Its: Mayor

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

State of California)
County of San Diego)

On _____, before me, _____,
(insert name and title of the officer)

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.

Signature _____

(Seal)

Exhibit "1"

LEGAL DESCRIPTION OF REAL PROPERTY

All that property in the City of La Verne, County of Los Angeles State of California,
described as follows:

EXHIBIT "D"

SELLER'S AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a buyer of a U.S. real property interest must withhold tax if the seller is a foreign person. To inform MW INVESTMENT GROUP, LLC, a California limited liability company ("Buyer"), that withholding of tax is not required upon the disposition of a U.S. real property interest by CITY OF LA VERNE, a municipality ("Seller"), Seller hereby certifies the following:

1. Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

2. Seller's U.S. tax identification [social security] number is as follows:

3. Seller's office address is:

Seller understands that this certification may be disclosed to the Internal Revenue Service by Buyer and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, Seller hereby declares that it has examined this Affidavit and to the best of its knowledge and belief, it is true, correct and complete.

Dated: _____

CITY OF LA VERNE,
a municipality

By: _____
Name: Don Kendrick
Its: Mayor

EXHIBIT "E"

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE ("General Assignment") is made and entered into as of the ____ day of _____, 2019, by and between CITY OF LA VERNE, a municipality ("Seller"), and MW INVESTMENT GROUP, LLC, a California limited liability company ("Buyer").

RECITALS

Concurrently herewith, Buyer shall acquire that certain real property located in the City of La Verne, County of Los Angeles, State of California, more particularly described on Exhibit "1" attached hereto ("Property"). The Property, together with the personal property and other assets being transferred by Seller to Buyer by this General Assignment, are being conveyed to Buyer pursuant to that certain Purchase Agreement and Escrow Instructions between Buyer and Seller, dated as of June ____, 2019 ("Purchase Agreement").

NOW, THEREFORE, in reliance upon the foregoing recitals and in consideration of the mutual covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Seller does hereby give, grant, bargain, sell, transfer, assign, convey and deliver to Buyer all of Seller's right, title and interest in all rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Property, if any, including, without limitation: (i) all licenses, permits, entitlements, subdivision agreements and other agreements relating to the development of Property; (ii) all plans, specifications, maps, drawings and other renderings relating to the Property; (iii) all warranties, indemnities, guaranties, claims and any similar rights relating to and benefiting the Property, including, without limitation, those warranties and guaranties provided by consultants and/or contractors for work previously performed on the Property; (iv) all development rights benefiting the Property; (v) all rights, claims or awards benefiting the Property, if any; and (vi) all rights to receive a reimbursement, credit or refund from the applicable agency or entity of any deposits or fees paid in connection with the development of the Property, if any.

2. Seller represents it has not transferred, conveyed or hypothecated any interest in the assets to be conveyed by this General Assignment to any other party. Seller hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Buyer, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which Buyer, its nominees, successors and/or assigns, may request in order to fully transfer possession and control of, and protect the rights of Buyer, its nominees, successors and/or assigns in all the assets of Seller intended to be transferred and assigned hereby.

3. Buyer hereby accepts the foregoing assignment in accordance with the terms and conditions of the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment as of the day and year first above written.

CITY OF LA VERNE,
a municipality

By: _____
Name: Don Kendrick
Its: Mayor

"Seller"

MW INVESTMENT GROUP, LLC,
a California limited liability company

By: _____
Matthew J. Waken, Manager

"Buyer"

Exhibit "1"

LEGAL DESCRIPTION OF REAL PROPERTY

All that property in the City of La Verne, County of Los Angeles State of California,
described as follows:

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Agenda Report

CITY OF LA VERNE
City Attorney's Office

DATE: September 16, 2019
TO: Honorable Mayor and City Council
FROM: Robert L. Kress, City Attorney *RJK*
SUBJECT: City Manager Employment Agreement

AGENDA SUMMARY:

The City Council, following the annual evaluation of the City Manager, instructed the City Attorney to prepare an amendment to the employment agreement with Robert T. Russi. That amendment is presented for Council approval.

BACKGROUND:

Robert Russi became La Verne's City Manager in 2010. An employment agreement between the City and Mr. Russi was entered into at that time and has since been amended in 2011, 2013 and 2017.

The Amendment presented extends the employment agreement with Mr. Russi through August 6, 2024. No other changes to the existing agreement are made by the Amendment.

RECOMMENDATION:

I recommend that the City Council approve the Second Amendment to Employment Agreement with City Manager.

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT WITH
CITY MANAGER

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this 16th day of September, 2019 by and between the CITY OF LA VERNE, a municipal corporation, hereinafter called the "CITY" and ROBERT T. RUSSI, hereinafter called "EMPLOYEE".

WITNESSETH:

WHEREAS, Employer and Employee have previously entered into an Amended and Restated Employment Agreement on October 7, 2013 and a First Amendment thereto on May 1, 2017; and

WHEREAS, Employer and Employee are both in full compliance with their relative obligations under the Agreement; and

WHEREAS, the parties now wish to amend that Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Section 2 - TERM - The first sentence is hereby amended to read as follows:

The term of this Agreement shall be for eleven (11) years and shall terminate on EMPLOYEE'S anniversary date (August 6) in 2024.

IN WITNESS WHEREOF, the CITY has caused this Second Amendment to Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Assistant City Clerk, and EMPLOYEE has signed and executed this Agreement, both in duplicate the date and year first above written.

CITY OF LA VERNE

By: _____
Don Kendrick, Mayor

ATTEST:

By: _____
Assistant City Clerk

APPROVED AS TO FORM:

By:  _____
Robert L. Kress
City Attorney

"EMPLOYEE"

ROBERT T. RUSSI