



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

March 31, 2009

IN REPLY PLEASE
REFER TO FILE: LD-0

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 March 31, 2009

Dear Supervisors:

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**10714 WESTERN AVENUE AND 1511 EAST FLORENCE AVENUE
OFF-SITE IMPROVEMENTS
DEVELOPER-COUNTY COOPERATIVE AGREEMENT
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

SUBJECT

This action is to provide the authority to use the developer's deposit, totaling \$280,000, to administer a public project to construct the remaining off-site improvements along 10714 Western Avenue and 1511 East Florence Avenue.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act.
2. Authorize and instruct the Chairman of the Board of Supervisors to execute the Cooperative Agreement with Infinity Redevelopment, LLC, where the County will construct the remaining off-site public improvements associated with the projects located at 10714 Western Avenue and 1511 East Florence Avenue utilizing the \$280,000 Infinity Redevelopment, LLC, deposit. The \$280,000 represents the total cost of the remaining off-site public improvements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Infinity Redevelopment, LLC, is the developer of commercial building projects located at 1511 East Florence Avenue and 10714 Western Avenue. Both projects were approved through the issuance of building permits as commercial uses in commercially designated zones. As requirements of approval, Infinity Redevelopment, LLC, was required to complete various off-site improvements along the 10714 Western Avenue site frontage as well as street improvements along the Florence Avenue and Compton Avenue frontages of the 1511 East Florence Avenue site.

Infinity Redevelopment, LLC, plans to permanently occupy both sites but has experienced problems completing the construction of the majority of all off-site improvements. Infinity Redevelopment, LLC, would like to enter into the attached agreement with the Department of Public Works (Public Works) to fully fund the remaining off-site improvements, which will be constructed by a construction contract administered by Public Works. The remaining off-site improvements are estimated to cost \$280,000. Infinity Redevelopment, LLC, has deposited \$280,000 to guarantee the improvements at 1511 East Florence Avenue and 10714 Western Avenue.

Your Board's approval of the attached agreement will enable the off-site improvements to be completed and, thereby, facilitate Infinity Redevelopment, LLC's permanent occupancy of the buildings.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Excellence (Goal 1) by improving Western Avenue and the intersection of Florence and Compton Avenues. The off-site improvements will benefit residents of the unincorporated area and adjacent cities and improve their quality of life.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the General Fund. The total project cost is currently estimated to be \$280,000. Infinity Redevelopment, LLC, deposited \$280,000 in the County Road Guarantee Trust Account (TF2) to construct the remaining off-site public improvements associated with the projects located at 10714 Western Avenue and 1511 East Florence Avenue. Available funding for this project will be provided in the future through the Road Fund budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Western, Florence, and Compton Avenues are designated as major and secondary highways, respectively, on the Los Angeles County Highway Plan.

The improvements required by the building permits at 1511 East Florence Avenue include the construction of new curb and gutter, curb return, and additional pavement as well as the upgrading of traffic signals and traffic control boxes. The improvements required by the building permits at 10714 Western Avenue include the installation of street lights.

The developer has completed sufficient road improvements to allow the businesses to operate under a temporary Certificate of Occupancy. The developer has requested that the County assume the responsibility to construct the remaining off-site road improvements to allow the businesses to acquire their final Certificate of Occupancy. In return, the developer has agreed to provide \$280,000 to fund the project.

The attached agreement represents a mutually agreeable solution. Under the terms of the agreement, which have been approved as to form by County Counsel, Public Works will administer and manage the contract for the work to be completed at the developer's cost. The developer has deposited \$280,000 with the County to construct the remaining off-site public improvements. If the project costs are anticipated to exceed \$280,000, the scope of the improvements will be reduced to ensure no public funds are expended.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from the provisions of California Environmental Quality Act. The project authorizes the minor alteration of existing roadway and public facilities and, therefore, is within a class of projects which have been determined not to have a significant effect on the environment in that it meets the criteria of Section 15301 of the California Environmental Quality Act Guidelines, dealing with existing facilities, and Appendix G, Class 1, subdivision x of the County's Environmental Document Reporting Procedures and Guidelines, which specifically includes many of these activities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impacts on current services, and the proposed off-site improvements are needed and of general County interest.

The Honorable Board of Supervisors
March 31, 2009
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CONCLUSION

Please return one adopted copy of this letter and the agreement marked "Owner Original" to Public Works, Land Development Division. The copy of the agreement marked "County Original" is for your files.

Respectfully submitted,



fa GAIL FARBER
Director of Public Works

GF:DH:la

Attachment

c: Chief Executive Office (Lari Sheehan)
County Counsel

COUNTY ORIGINAL

AGREEMENT

This AGREEMENT, made and entered into by and between Infinity Redevelopment, LLC, a California limited liability company (hereinafter referred to as OWNER), and the County of Los Angeles, a political subdivision of the State of California (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, OWNER is the fee owner of properties identified by Assessor Identification Nos. 6077-001-001 and 6010-041-022, located at 10714 Western Avenue and 1511 East Florence Avenue, respectively (hereinafter referred to as PROPERTIES);

WHEREAS, OWNER has constructed, and is constructing, improvements on PROPERTIES for business purposes; and

WHEREAS, COUNTY has agreed to issue Building Permit Nos. BL0606120093 and BL0309040068 subject to the performance of certain conditions requiring the construction of off-site improvements at 10714 Western Avenue and 1511 East Florence Avenue described in Attachments A and B, respectively, prior to issuance of a permanent certificate of occupancy for PROPERTIES (hereinafter referred to as OFF-SITE WORK); and

WHEREAS, the scope of OFF-SITE WORK will consist of all items in the revised Agreement to Improve for 10714 Western Avenue, dated August 22, 2007 (WESTERN AVENUE AGREEMENT), attached as Attachment A, and Item Nos. 1 through 14 in the revised Agreement to Improve for 1511 East Florence Avenue, dated August 22, 2007 (FLORENCE AVENUE AGREEMENT), attached as Attachment B; and

WHEREAS, OFF-SITE WORK is within the jurisdictional boundaries of unincorporated COUNTY area; and

WHEREAS, OFF-SITE WORK is of general interest to COUNTY; and

WHEREAS, OWNER and COUNTY desire to complete OFF-SITE WORK in a timely manner; and

WHEREAS, OWNER has deposited Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000) to COUNTY for the remaining OFF-SITE WORK costs.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by OWNER and COUNTY, OWNER AND COUNTY agree and acknowledge as follows:

1. DEFINITIONS:

Cost of OFF-SITE WORK, as referred to in this AGREEMENT, shall consist of the cost of construction contract, required materials, detour, signing and striping, labor for construction, construction bonding, construction survey and utility relocation, and all other work necessary to construct OFF-SITE WORK .

2. OWNER AGREES AND ACKNOWLEDGES:

- a. To complete OFF-SITE WORK as provided in Item Nos. 1 through 8 and 10 in the WESTERN AVENUE AGREEMENT.
- b. To complete OFF-SITE WORK as provided in Item Nos. 1, 2, and 3 in the FLORENCE AVENUE AGREEMENT.

3. COUNTY AGREES:

- a. To complete OFF-SITE WORK, as provided in Item No. 9 in the WESTERN AVENUE AGREEMENT and Item Nos. 4 through 14 in the FLORENCE AVENUE AGREEMENT, as a COUNTY-initiated road improvement project including the preparation of contract specifications, advertisement and review of bids, award and administration of the contract, and construction inspection of OFF-SITE WORK.

4. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00) represents OWNER'S entire contribution to the Cost of OFF-SITE WORK regardless of the actual cost required to perform OFF-SITE WORK.
- b. Nothing herein shall relieve OWNER of its duties to construct road improvements identified as Nos. 1 through 8 and 10 in the WESTERN AVENUE AGREEMENT and Nos. 1, 2, and 3 in the FLORENCE AVENUE AGREEMENT as well as any building permit requirements, requirements to grant access to COUNTY to perform any and all activities associated with OFF-SITE WORK, and any other financial requirements associated with COUNTY, or outside jurisdictions or utilities, including, but not limited to, annexations fees and utility costs.
- c. Notwithstanding anything to the contrary contained in this AGREEMENT, COUNTY expressly covenants not to permit, allow, suffer, or cause any liens to be placed upon PROPERTIES and in the event that any material-men's design professionals or mechanics liens shall be placed upon PROPERTIES, as a result of OFF-SITE WORK, COUNTY hereby expressly covenants to remove such liens at COUNTY'S sole cost.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, as of the dates set forth herein.

COUNTY OF LOS ANGELES

By *Don Krute*
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Lachelle Smitherman*
Deputy

By *Lachelle Smitherman*
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By *Ray G.*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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INFINITY REDEVELOPMENT, LLC
a California limited liability company

By: *Joseph Shabani*
Manager

Name: *Mr. JOSEPH SHABANI*

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT

State of California)

County of Los Angeles)

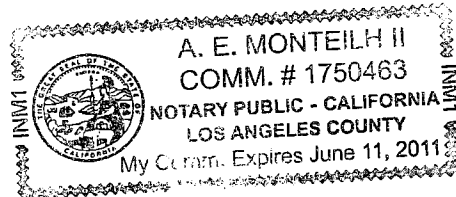
On February 17, 2009, before me A E Monteilh II, a Notary
Public, personally appeared K Joseph Shabani

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.

A E Monteilh II
(Signature of Notary Public)



(Seal)

August 22, 2007

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LAND DEVELOPMENT DIVISION
REVISED AGREEMENT TO IMPROVE
ADJACENT HIGHWAYS, STREETS, OR ALLEYS**

The undersigned certifies that he is the owner in fee simple of the property described:

Assessor's Map Book No. 6077, page 1, Parcel 1

Legal Description
10714 Western Avenue
Street Address

and hereby agrees to construct the following road improvements as specified in the Zoning Ordinance in accordance with the standards of Public Works:

1. Upon execution of this agreement, applicant agrees to construct the street and traffic improvements per the approved street improvement plan dated April 25, 2005, and the approved traffic signal plan dated March 24, 2005, prior to the issuance of occupancy at 1511 East Florence Avenue and 10714 Western Avenue.
2. Dedicate the right to restrict vehicular access on Western Avenue to the frontage of the subject property. Contact our Mapping & Property Management Division, Engineering Section, for requirements and procedures at (626) 458-7106.
3. Submit a detail plot plan to our Traffic and Lighting Division, Land Development Review Section, for review and approval prior to any building or grading permit.
4. Reconstruct standard curb ramps at the intersections of Western Avenue and 107th Street and Western Avenue and 108th Street.
5. Construct standard sidewalk at the rear of the new curb ramps to the property line.
6. Repair and replace any uplifting, damaged, or deteriorated curb, gutter, sidewalk, driveway, and pavement to Western Avenue, 107th Street, and 108th Street.
7. Close all unused driveway with standard curb, gutter, and sidewalk on Western Avenue, 107th Street, and 108th Street.
8. Construct standard full-width sidewalk along the frontage of the property to the satisfaction of Public Works.

August 22, 2007

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LAND DEVELOPMENT DIVISION
REVISED AGREEMENT TO IMPROVE
ADJACENT HIGHWAYS, STREETS, OR ALLEYS**

The undersigned certifies that he is the owner in fee simple of the property described:

Assessor's Map Book No. 6077, page 1, Parcel 1

10714 Western Avenue

Legal Description

Street Address

- 9. Provide street lights on wooden poles on Western Avenue, 107th Street, and 108th Street to the satisfaction of Public Works. Submit street lighting plans as soon as possible for review and approval to the Street Lighting Section of the Traffic and Lighting Division. For additional information, please contact the Street Lighting Section at (626) 300-4726.
10. Repair and replace all improvements damaged during construction along the property frontage to the satisfaction of Public Works.

It is further agreed that the occupancy of building(s) to be constructed, altered, or enlarged as shown on plans filed with Public Works' Building and Safety Division, occupancy will not be granted until all requirements are met and the required deeds have been executed. The owner also agrees to enter into a new secured agreement to guarantee the aforementioned road improvements should the County agree to issue occupancy prior to the completion of said road improvements.

[Handwritten Signature]

Owner(s)

[Handwritten Signature]

Mailing Address

**ALL SIGNATURES TO BE ACKNOWLEDGED
BEFORE A NOTARY PUBLIC**

August 22, 2007

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LAND DEVELOPMENT DIVISION
REVISED AGREEMENT TO IMPROVE
ADJACENT HIGHWAYS, STREETS, OR ALLEYS**

The undersigned certifies that he is the owner in fee simple of the property described:

Assessor's Map Book No. 6010, page 41, Parcel 22

1511 East Florence Avenue

Legal Description

Street Address

and hereby agrees to construct the following road improvements as specified in the Zoning Ordinance in accordance with the standards of Public Works:

1. Upon execution of this agreement. Applicant agrees to construct the street and traffic improvements per the approved street improvement plan dated April 25, 2005, and the approved traffic signal plan dated March 24, 2005, prior to the issuance of occupancy at 1511 East Florence Avenue and 10714 Western Avenue.
2. Dedicate limited vehicular access on Florence Avenue and Compton Avenue.
3. Dedicate an additional 6 feet of road right of way on the alley.
4. Construct new standard curb, gutter, and sidewalk 42 feet from the centerline of Florence Avenue. Relocate existing street lights, signs, catch basin, and utilities as needed to accommodate the road widening.
5. Construct base and pavement to join the new curb and gutter to the satisfaction of Public Works.
6. Construct base and pavement to the alley to the satisfaction of Public Works.
7. Construct standard alley intersection at the entrance on Florence Avenue.
8. Construct standard 35-foot curb return including curb ramp at the intersection of Florence Avenue and Compton Avenue to the satisfaction of Public Works.
9. Upgrade traffic signals, including traffic control boxes, on Florence Avenue to the satisfaction of Public Works.
10. Underground all new utility lines to the satisfaction of Public Works.

August 22, 2007

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LAND DEVELOPMENT DIVISION
REVISED AGREEMENT TO IMPROVE
ADJACENT HIGHWAYS, STREETS, OR ALLEYS**

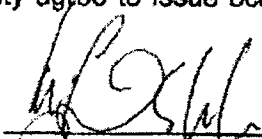
The undersigned certifies that he is the owner in fee simple of the property described:

Assessor's Map Book No. 6010, page 41, Parcel 22

1511 East Florence Avenue Legal Description

- Street Address
11. Repair any displaced, broken, or damaged curb, gutter, and sidewalk on Florence Avenue and Compton Avenue abutting this parcel.
 12. Plant and maintain one street tree on Florence Avenue to the satisfaction of Public Works.
 13. Close all unused driveways with standard curb, gutter, and sidewalk.
 14. Repair and replace all improvements damaged during construction along the property frontage to the satisfaction of Public Works.

It is further agreed that occupancy of the building(s) to be constructed, altered, or enlarged as shown on plans filed with Public Works' Building and Safety Division will not be granted until all requirements are met and the required deeds have been executed. The owner also agrees to enter into a new secured agreement to guarantee the aforementioned road improvements should the County agree to issue occupancy prior to the completion of said road improvements.



Owner(s)

Mailing Address

**ALL SIGNATURES TO BE ACKNOWLEDGED
BEFORE A NOTARY PUBLIC**